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CIVIL CODE - CIV

DIVISION 2. PROPERTY [654 - 1422] (*Heading of Division 2 amended by Stats. 1988, Ch. 160, Sec. 13.*)

PART 4. ACQUISITION OF PROPERTY [1000 - 1422] (*Part 4 enacted 1872.*)

TITLE 4. TRANSFER [1039 - 1231] (*Title 4 enacted 1872.*)

CHAPTER 2. Transfer of Real Property [1091 - 1134] (*Chapter 2 enacted 1872.*)

ARTICLE 2. Effect of Transfer [1104 - 1134] (*Article 2 enacted 1872.*)

1104. A transfer of real property passes all easements attached thereto, and creates in favor thereof an easement to use other real property of the person whose estate is transferred in the same manner and to the same extent as such property was obviously and permanently used by the person whose estate is transferred, for the benefit thereof, at the time when the transfer was agreed upon or completed.

(Enacted 1872.)

1105. A fee simple title is presumed to be intended to pass by a grant of real property, unless it appears from the grant that a lesser estate was intended.

(Enacted 1872.)

1106. Where a person purports by proper instrument to grant real property in fee simple, and subsequently acquires any title, or claim of title thereto, the same passes by operation of law to the grantee, or his successors.

(Enacted 1872.)

1107. Every grant of an estate in real property is conclusive against the grantor, also against every one subsequently claiming under him, except a purchaser or incumbrancer who in good faith and for a valuable consideration acquires a title or lien by an instrument that is first duly recorded.

(Enacted 1872.)

1108. A grant made by the owner of an estate for life or years, purporting to transfer a greater estate than he could lawfully transfer, does not work a forfeiture of his estate, but passes to the grantee all the estate which the grantor could lawfully transfer.

(Enacted 1872.)

1109. Where a grant is made upon condition subsequent, and is subsequently defeated by the non-performance of the condition, the person otherwise entitled to hold under the grant must reconvey the property to the grantor or his successors, by grant, duly acknowledged for record.

(Enacted 1872.)

[1110.] Section Eleven Hundred and Ten. An instrument purporting to be a grant of real property, to take effect upon condition precedent, passes the estate upon the performance of the condition.

(Amended by Code Amendments 1873-74, Ch. 612.)

1111. Grants of rents or of reversions or of remainders are good and effectual without attornments of the tenants; but no tenant who, before notice of the grant, shall have paid rent to the grantor, must suffer any damage thereby.

(Enacted 1872.)

[1112.] Section Eleven Hundred and Twelve. A transfer of land, bounded by a highway, passes the title of the person whose estate is transferred to the soil of the highway in front to the center thereof, unless a different intent appears from the grant.

(Amended by Code Amendments 1873-74, Ch. 612.)

1113. From the use of the word “grant” in any conveyance by which an estate of inheritance or fee simple is to be passed, the following covenants, and none other, on the part of the grantor for himself and his heirs to the grantee, his heirs, and assigns, are implied, unless restrained by express terms contained in such conveyance:

1. That previous to the time of the execution of such conveyance, the grantor has not conveyed the same estate, or any right, title, or interest therein, to any person other than the grantee;
2. That such estate is at the time of the execution of such conveyance free from incumbrances done, made, or suffered by the grantor, or any person claiming under him.

Such covenants may be sued upon in the same manner as if they had been expressly inserted in the conveyance.

(Enacted 1872.)

[1114.] Section Eleven Hundred and Fourteen. The term “incumbrances” includes taxes, assessments, and all liens upon real property.

(Amended by Code Amendments 1873-74, Ch. 612.)

1115. Lineal and collateral warrantees, with all their incidents, are abolished; but the heirs and devisees of every person who has made any covenant or agreement in reference to the title of, in, or to any real property, are answerable upon such covenant or agreement to the extent of the land descended or devised to them, in the cases and in the manner prescribed by law.

(Enacted 1872.)

1133. (a) If a lot, parcel, or unit of a subdivision is subject to a blanket encumbrance, as defined in Section 11013 of the Business and Professions Code, but is exempt from a requirement of compliance with Section 11013.2 of the Business and Professions Code, the subdivider, his or her agent, or representative, shall not sell, or lease for a term exceeding five years, the lot, parcel, or unit, nor cause it to be sold, or leased for a term exceeding five years, until the prospective purchaser or lessee of the lot, parcel, or unit has been furnished with and has signed a true copy of the following notice:

BUYER/LESSEE IS AWARE OF THE FACT THAT THE LOT, PARCEL, OR UNIT WHICH HE OR SHE IS PROPOSING TO PURCHASE OR LEASE IS SUBJECT TO A DEED OF TRUST, MORTGAGE, OR OTHER LIEN KNOWN AS A “BLANKET ENCUMBRANCE.”

IF BUYER/LESSEE PURCHASES OR LEASES THIS LOT, PARCEL, OR UNIT, HE OR SHE COULD LOSE THAT INTEREST THROUGH FORECLOSURE OF THE BLANKET ENCUMBRANCE OR OTHER LEGAL PROCESS EVEN THOUGH BUYER/LESSEE IS NOT DELINQUENT IN HIS OR HER PAYMENTS OR OTHER OBLIGATIONS UNDER THE MORTGAGE, DEED OF TRUST, OR LEASE.

DateSignature of
Buyer or Lessee

(b) “Subdivision,” as used in subdivision (a), means improved or unimproved land that is divided or proposed to be divided for the purpose of sale, lease, or financing, whether immediate or future, into two or more lots, parcels, or units and includes a condominium project, as defined in Section 4125 or 6542, a community apartment project, as defined in Section 4105, a stock cooperative, as defined in Section 4190 or 6566, and a limited equity housing cooperative, as defined in Section 4190.

(c) The failure of the buyer or lessee to sign the notice shall not invalidate any grant, conveyance, lease, or encumbrance.

(d) Any person or entity who willfully violates the provisions of this section shall be liable to the purchaser of a lot or unit which is subject to the provisions of this section for actual damages, and, in addition thereto, shall be guilty of a public offense punishable by a fine in an amount not to exceed five hundred dollars (\$500). In an action to enforce the liability or fine, the prevailing party shall be awarded reasonable attorney’s fees.

(Amended (as amended by Stats. 2012, Ch. 181, Sec. 35) by Stats. 2013, Ch. 605, Sec. 15. (SB 752) Effective January 1, 2014.)

1134. (a) As soon as practicable before transfer of title for the first sale of a unit in a residential condominium, community apartment project, or stock cooperative which was converted from an existing dwelling to a condominium project, community apartment project, or stock cooperative, the owner or subdivider, or agent of the owner or subdivider, shall deliver to a prospective buyer a written statement listing all substantial defects or malfunctions in the major systems in the unit and common areas of the premises, or a

written statement disclaiming knowledge of any such substantial defects or malfunctions. The disclaimer may be delivered only after the owner or subdivider has inspected the unit and the common areas and has not discovered a substantial defect or malfunction which a reasonable inspection would have disclosed.

(b) If any disclosure required to be made by this section is delivered after the execution of an agreement to purchase, the buyer shall have three days after delivery in person or five days after delivery by deposit in the mail, to terminate his or her agreement by delivery of written notice of that termination to the owner, subdivider, or agent. Any disclosure delivered after the execution of an agreement to purchase shall contain a statement describing the buyer's right, method and time to rescind as prescribed by this subdivision.

(c) For the purposes of this section:

(1) "Major systems" includes, but is not limited to, the roof, walls, floors, heating, air conditioning, plumbing, electrical systems or components of a similar or comparable nature, and recreational facilities.

(2) Delivery to a prospective buyer of the written statement required by this section shall be deemed effected when delivered personally or by mail to the prospective buyer or to an agent thereof, or to a spouse unless the agreement provides to the contrary. Delivery shall also be made to additional prospective buyers who have made a request therefor in writing.

(3) "Prospective buyer" includes any person who makes an offer to purchase a unit in the condominium, community apartment project, or stock cooperative.

(d) Any person who willfully fails to carry out the requirements of this section shall be liable in the amount of actual damages suffered by the buyer.

(e) Nothing in this section shall preclude the injured party from pursuing any remedy available under any other provision of law.

(f) No transfer of title to a unit subject to the provisions of this chapter shall be invalid solely because of the failure of any person to comply with the requirements of this section.

(g) The written statement required by this section shall not abridge or limit any other obligation of disclosure created by any other provision of law or which is or may be required to avoid fraud, deceit, or misrepresentation in the transaction.

(Added by Stats. 1981, Ch. 811, Sec. 1. Operative July 1, 1982, by Sec. 2 of Ch. 811.)