

CODES, RULES AND REGS

Family Code

§852

Effectiveness of transmutation

- (a) A transmutation of real or personal property is not valid unless made in writing by an express declaration that is made, joined in, consented to, or accepted by the spouse whose interest in the property is adversely affected.
- (b) A transmutation of real property is not effective as to third parties without notice thereof unless recorded.
- (c) This section does not apply to a gift between the spouses of clothing, wearing apparel, jewelry, or other tangible articles of a personal nature that is used solely or principally by the spouse to whom the gift is made and that is not substantial in value taking into account the circumstances of the marriage.
- (d) Nothing in this section affects the law governing characterization of property in which separate property and community property are commingled or otherwise combined.
- (e) This section does not apply to or affect a transmutation of property made before January 1, 1985, and the law that would otherwise be applicable to that transmutation shall continue to apply. (Ad Stats 1992, C 162)

, Lewitt, Hackman, Shapiro, Marshall & Harlan
CALIFORNIA FAMILY LAW
Community Property Issues
Wills & Trusts

Trust transmutation agreement effected a transmutation of s/p to c/p, notwithstanding language that purported to qualify, limit or condition the transfer.

In re Marriage of Holtemann (2008) 166 Cal.App.4th 1166, 83 Cal.Rptr.3d 385

Perren, J. DCA2

FACTS: H and W married in 2003 and separated in 2006, after a marriage of less than 3 yrs. H had considerable assets and W few. To eliminate need for probate and minimize taxes in the event of H's death, parties consulted estate planning attorney (A). A prepared living trust and document entitled "Spousal Property Transmutation Agreement" which stated it "is not made in contemplation of a separation or marital dissolution and is made solely for the purpose of interpreting how property shall be disposed of on the deaths of the parties." Agreement provided 8 items of property were "hereby transmuted from his separate property to the community property of both parties," including the residence, stock portfolios, land, building and gas well partnership interests. In various places, the agreement attempted to qualify, limit or condition the transfer and provided the trust could be revoked, which H did shortly after separation.

Trial ct. found that under the express terms of the Transmutation Agreement, H had transmuted his identified s/p to c/p. Matter was certified for early appeal and Court of Appeal affirmed.

HELD: Trust transmutation agreement effected a transmutation of s/p to c/p, notwithstanding language that purported to qualify, limit or condition the transfer.

H argued that the trust and transmutation agreement were ambiguous and insufficient to establish his express intent to transmute his s/p into c/p, as required by Fam. Code §852.

The Court disagreed:

"In deciding whether a transmutation has occurred, we interpret the written instruments independently, without resort to extrinsic evidence. [Citations.]' (In re Marriage of Starkman [(2005) 129 Cal.App.4th 659, 664, card 3 {CmPr 862.01}].) The Transmutation Agreement and Trust at issue in this case establish that [H] intended to, and did, transmute from separate to community property that which was identified in the incorporated exhibit. The Transmutation Agreement unambiguously states that 'Husband agrees that the character of the property described in Exhibit A (including any future rents, issues, profits, and proceeds of that property) ••is hereby transmuted from his separate property to the community property of both parties••.' (Italics added.)" (Id. at p. 1172.)

There were repeated references to "••the transmutation of Husband's separate property into community property••" Although an express declaration of transmutation does not require that one use the terms "transmutation," "community property," or "separate property," and in

Lewitt, Hackman, Shapiro, Marshall & Harlan

Marriage of Starkman, supra, 129 Cal.App.4th 659, the term “transmutation” was never used, here it was used repeatedly.

Although the documents were for estate planning, regardless of motivation, they contained the requisite express, unequivocal declarations of transmutation.

Moreover, H was fully informed of the legal consequences of his actions. He did not “slip into the transmutation by accident,” as happened in Marriage of Starkman.

One cannot conditionally transmute property. H’s argument that transmutation was for estate planning purposes only was an attempt “to have his cake and eat it too.” (In re Marriage of Holtemann, supra, 166 Cal.App.4th at p. 1174.)

Court disagreed with H’s argument that the public policy of “encourag[ing] spouses to provide for their surviving spouses in their estate plans” was undermined by its conclusion. The statutory exclusion of statements made in wills (Fam. Code §853) cannot be extended to trusts.

NOTES: Opinion on rehearing.

COMMENT: This is a most unfortunate decision. There is no doubt that spouses in this situation were acting on the advice of their estate planning attorney, who was legitimately trying to secure a tax advantage for them. The husband was not thinking about divorce and, if asked if he intended to make a present gift for all purposes, would most likely have said no. The Legislature long ago passed a statute making statements in wills as to the character of property inadmissible in dissolution proceedings. (Fam. Code §853.) It is time for a parallel statute for other types of estate planning documents.

Mr. Holtemann is entitled to reimbursement for the value of the property on the date of the transmutation (Fam. Code §2640 (b)), which should ameliorate the damage to him. For Ms. Holtemann, it appears to be a windfall.

For estate planners, this continues to be a perilous area where they can find themselves driven onto the rocky shoals of malpractice by their failure to consider the effects of these types of estate planning devices in the family law context.

For Family Law attorneys, it highlights the importance of the attorney for the nonowner spouse doing a title search to ascertain if the property has ever been in a family trust. If one has been, then a subpoena should be sent to the estate planning attorney for the file to determine if a Community Property Agreement, Spousal Property Transmutation Agreement, or other such agreement exists.

FL2024.2 CmPr 918.01

Card Notes:

CODES, RULES AND REGS

Family Code

§1612

Contractual items

(a) Parties to a premarital agreement may contract with respect to all of the following:

(1) The rights and obligations of each of the parties in any of the property of either or both of them whenever and wherever acquired or located.

(2) The right to buy, sell, use, transfer, exchange, abandon, lease, consume, expend, assign, create a security interest in, mortgage, encumber, dispose of, or otherwise manage and control property.

(3) The disposition of property upon separation, marital dissolution, death, or the occurrence or nonoccurrence of any other event.

(4) The making of a will, trust, or other arrangement to carry out the provisions of the agreement.

(5) The ownership rights in and disposition of the death benefit from a life insurance policy.

(6) The choice of law governing the construction of the agreement.

(7) Any other matter, including their personal rights and obligations, not in violation of public policy or a statute imposing a criminal penalty.

(b) The right of a child to support may not be adversely affected by a premarital agreement.

(c) Any provision in a premarital agreement regarding spousal support, including, but not limited to, a waiver of it, is not enforceable if the party against whom enforcement of the spousal support provision is sought was not represented by independent counsel at the time the agreement containing the provision was signed, or if the provision regarding spousal support is unconscionable at the time of enforcement. An otherwise unenforceable provision in a premarital agreement regarding spousal support may not become enforceable solely because the party against whom enforcement is sought was represented by independent counsel. (Am Stats 2001, C286)

[Superseded Version]

(a) Parties to a premarital agreement may contract with respect to all of the following:

(1) The rights and obligations of each of the parties in any of the property of either or both of

Robert A. Hull, Lewitt, Hackman, Shapiro, Marshall & Harlan

them whenever and wherever acquired or located.

(2) The right to buy, sell, use, transfer, exchange, abandon, lease, consume, expend, assign, create a security interest in, mortgage, encumber, dispose of, or otherwise manage and control property.

(3) The disposition of property upon separation, marital dissolution, death, or the occurrence or nonoccurrence of any other event.

(4) The making of a will, trust, or other arrangement to carry out the provisions of the agreement.

(5) The ownership rights in and disposition of the death benefit from a life insurance policy.

(6) The choice of law governing the construction of the agreement.

(7) Any other matter, including their personal rights and obligations, not in violation of public policy or a statute imposing a criminal penalty.

(b) The right of a child to support may not be adversely affected by a premarital agreement.
(Enacted Stats 1992, C162)

Robert A. Hull, Lewitt, Hackman, Shapiro, Marshall & Harlan

CODES, RULES AND REGS

Family Code

§1613

Effective upon marriage

A premarital agreement becomes effective upon marriage. (Ad Stats 1992, C 162)

Robert A. Hull, Lewitt, Hackman, Shapiro, Marshall & Harlan

CODES, RULES AND REGS

Family Code

§1614

Amendment or revocation

After marriage, a premarital agreement may be amended or revoked only by a written agreement signed by the parties. The amended agreement or the revocation is enforceable without consideration. (Ad Stats 1992, C 162)

CODES, RULES AND REGS

Family Code

§1615

Unenforceability

[Version effective 1/1/20; superseded version follows below]

(a) A premarital agreement is not enforceable if the party against whom enforcement is sought proves either of the following:

(1) That party did not execute the agreement voluntarily.

(2) The agreement was unconscionable when it was executed and, before execution of the agreement, all of the following applied to that party:

(A) That party was not provided a fair, reasonable, and full disclosure of the property or financial obligations of the other party.

(B) That party did not voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided.

(C) That party did not have, or reasonably could not have had, an adequate knowledge of the property or financial obligations of the other party.

(b) An issue of unconscionability of a premarital agreement shall be decided by the court as a matter of law.

(c) For the purposes of subdivision (a), it shall be deemed that a premarital agreement was not executed voluntarily unless the court finds in writing or on the record all of the following:

(1) The party against whom enforcement is sought was represented by independent legal counsel at the time of signing the agreement or, after being advised to seek independent legal counsel, expressly waived, in a separate writing, representation by independent legal counsel. The advisement to seek independent legal counsel shall be made at least seven calendar days before the final agreement is signed.

(2) One of the following:

(A) For an agreement executed between January 1, 2002, and January 1, 2020, the party against whom enforcement is sought had not less than seven calendar days between the time that party was first presented with the final agreement and advised to seek independent legal counsel and the time the agreement was signed. This requirement does not apply to nonsubstantive

amendments that do not change the terms of the agreement.

(B) For an agreement executed on or after January 1, 2020, the party against whom enforcement is sought had not less than seven calendar days between the time that party was first presented with the final agreement and the time the agreement was signed, regardless of whether the party is represented by legal counsel. This requirement does not apply to nonsubstantive amendments that do not change the terms of the agreement.

(3) The party against whom enforcement is sought, if unrepresented by legal counsel, was fully informed of the terms and basic effect of the agreement as well as the rights and obligations the party was giving up by signing the agreement, and was proficient in the language in which the explanation of the party's rights was conducted and in which the agreement was written. The explanation of the rights and obligations relinquished shall be memorialized in writing and delivered to the party prior to signing the agreement. The unrepresented party shall, on or before the signing of the premarital agreement, execute a document declaring that the party received the information required by this paragraph and indicating who provided that information.

(4) The agreement and the writings executed pursuant to paragraphs (1) and (3) were not executed under duress, fraud, or undue influence, and the parties did not lack capacity to enter into the agreement.

(5) Any other factors the court deems relevant. (Am Stats 2019, C193)

[2019 AB 1380 (Chapter 193) contained the following noncodified Section 2: "The Legislature finds and declares both of the following:

(a) The amendments to paragraph (1), and subparagraph (A) of paragraph (2), of subdivision (c) of Section 1615 of the Family Code made by this act are declaratory of existing law and do not constitute a change in law.

(b) The addition of subparagraph (B) of paragraph (2) of subdivision (c) of Section 1615 of the Family Code made by this act is intended to supersede, on a prospective basis, the holding in re Marriage of Cadwell-Faso & Faso (2011) 191 Cal.App.4th 945."]

[Superseded version]

(a) A premarital agreement is not enforceable if the party against whom enforcement is sought proves either of the following:

(1) That party did not execute the agreement voluntarily.

(2) The agreement was unconscionable when it was executed and, before execution of the agreement, all of the following applied to that party:

(A) That party was not provided a fair, reasonable, and full disclosure of the property or financial obligations of the other party.

(B) That party did not voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided.

(C) That party did not have, or reasonably could not have had, an adequate knowledge of the property or financial obligations of the other party.

(b) An issue of unconscionability of a premarital agreement shall be decided by the court as a matter of law.

(c) For the purposes of subdivision (a), it shall be deemed that a premarital agreement was not executed voluntarily unless the court finds in writing or on the record all of the following:

(1) The party against whom enforcement is sought was represented by independent legal counsel at the time of signing the agreement or, after being advised to seek independent legal counsel, expressly waived, in a separate writing, representation by independent legal counsel.

(2) The party against whom enforcement is sought had not less than seven calendar days between the time that party was first presented with the agreement and advised to seek independent legal counsel and the time the agreement was signed.

(3) The party against whom enforcement is sought, if unrepresented by legal counsel, was fully informed of the terms and basic effect of the agreement as well as the rights and obligations he or she was giving up by signing the agreement, and was proficient in the language in which the explanation of the party's rights was conducted and in which the agreement was written. The explanation of the rights and obligations relinquished shall be memorialized in writing and delivered to the party prior to signing the agreement. The unrepresented party shall, on or before the signing of the premarital agreement, execute a document declaring that he or she received the information required by this paragraph and indicating who provided that information.

(4) The agreement and the writings executed pursuant to paragraphs (1) and (3) were not executed under duress, fraud, or undue influence, and the parties did not lack capacity to enter into the agreement.

(5) Any other factors the court deems relevant. (Am Stats 2001, C286)

[Superseded Version]

(a) A premarital agreement is not enforceable if the party against whom enforcement is sought proves either of the following:

- , Lewitt, Hackman, Shapiro, Marshall & Harlan

(1) That party did not execute the agreement voluntarily.

(2) The agreement was unconscionable when it was executed and, before execution of the agreement, all of the following applied to that party:

(A) That party was not provided a fair and reasonable disclosure of the property or financial obligations of the other party.

(B) That party did not voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided.

(C) That party did not have, or reasonably could not have had, an adequate knowledge of the property or financial obligations of the other party.

(b) An issue of unconscionability of a premarital agreement shall be decided by the court as a matter of law. (Enacted Stats 1992, C162)

Robert A. Hull, Lewitt, Hackman, Shapiro, Marshall & Harlan

CODES, RULES AND REGS

Family Code

§1620

Altering legal relations

Except as otherwise provided by law, spouses cannot, by a contract with each other, alter their legal relations, except as to property. (Am Stats 2014, C82)

☰ Index: All Pages

Divorce in California

This guide can help you

- Start and finish a divorce
- Respond to a divorce
- Understand legal issues like property, spousal support, child custody, or child support

This guide uses the term spouse to mean spouse or domestic partner, unless noted.

Ready to get started?

Answer 2-3 questions to see which type of divorce matches your situation and get step-by-step instructions.

Go to the questions

Overview

In California, you get a divorce by starting a court case. No one has to prove someone did something wrong to cause the divorce (this is called **no fault divorce**). You can get a divorce even if the other person doesn't want one.

You can divorce to end a marriage or domestic partnership. A legal separation has a similar process, you can use these instructions. You need different instructions for an annulment.

Make sure you can file in California

To file for divorce in California, either you or your spouse has to have lived in California for the past 6 months and in your current California county for the past 3 months.

There are other residency rules for legal separations, same sex couples, and domestic partners. [Learn more](#)



Legal separation

You can file for a legal separation as soon as one of you moves to California. If either of you wants a divorce instead, you can change to a divorce once one of you has lived in California (and a county) long enough.

Same-sex couples

If you married in California, but now live somewhere that doesn't allow divorces for same-sex couples, you can file for divorce in the county you married. The court can end your marriage, but may not be able to make decisions about property, support, or children. Check with a lawyer to find out more.

Domestic partners

- **If your domestic partnership is registered in California**, you don't need to meet the residency requirement. But, if neither of you meets the requirement, the court could end your partnership, but may not be able to make decisions about property, support, or children.
- **If it's not registered in California**, you will need to meet the residency requirement.

Looking for copies of divorce papers? Contact the court where you or your spouse filed the case.

File papers to start the case and pay a fee

When you file forms with the court, you'll pay a fee.



Pay a fee It costs between \$435 and \$450 to start the case. If you can't afford the fee, you can apply for a fee waiver.

Share the divorce papers with your spouse

Once you file your papers, you must have someone deliver a copy to your spouse.



Serve court papers Serving court papers is the official legal way to let someone know you started a court case.

Finish the divorce

To finish the divorce, you must

- Share financial information with your spouse
- Make an agreement about how to split your property, handle finances, and care for and support your children. If you can't agree or your spouse won't participate, the court can decide for you.
- Submit final paperwork to the court so your divorce can become final

By law, the divorce can't be final for at least 6 months (called a waiting period).

You can get a divorce without a lawyer. This guide can help you with the process.

Your court's Self-Help Center staff can help you with forms and offer legal information.

If you have a lot of property or debt, you can hire a lawyer to help with all or part of your case.

SUMMONS (Family Law)**CITACIÓN (Derecho familiar)****NOTICE TO RESPONDENT (Name):****AVISO AL DEMANDADO (Nombre):**FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

You have been sued. Read the information below and on the next page.
Lo han demandado. Lea la información a continuación y en la página siguiente.

Petitioner's name is:**Nombre del demandante:**

CASE NUMBER (NÚMERO DE CASO):

You have **30 calendar days** after this *Summons* and *Petition* are served on you to file a *Response* (form FL-120) at the court and have a copy served on the petitioner. A letter, phone call, or court appearance will not protect you.

If you do not file your *Response* on time, the court may make orders affecting your marriage or domestic partnership, your property, and custody of your children. You may be ordered to pay support and attorney fees and costs.

For legal advice, contact a lawyer immediately. Get help finding a lawyer at the California Courts Online Self-Help Center (www.courts.ca.gov/selfhelp), at the California Legal Services website (www.lawhelpca.org), or by contacting your local county bar association.

Tiene 30 días de calendario después de haber recibido la entrega legal de esta Citación y Petición para presentar una Respuesta (formulario FL-120) ante la corte y efectuar la entrega legal de una copia al demandante. Una carta o llamada telefónica o una audiencia de la corte no basta para protegerlo.

Si no presenta su Respuesta a tiempo, la corte puede dar órdenes que afecten su matrimonio o pareja de hecho, sus bienes y la custodia de sus hijos. La corte también le puede ordenar que pague manutención, y honorarios y costos legales.

Para asesoramiento legal, póngase en contacto de inmediato con un abogado. Puede obtener información para encontrar un abogado en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en el sitio web de los Servicios Legales de California (www.lawhelpca.org) o poniéndose en contacto con el colegio de abogados de su condado.

NOTICE—RESTRaining ORDERS ARE ON PAGE 2:

These restraining orders are effective against both spouses or domestic partners until the petition is dismissed, a judgment is entered, or the court makes further orders. They are enforceable anywhere in California by any law enforcement officer who has received or seen a copy of them.

AVISO—LAS ÓRDENES DE RESTRICCIÓN SE ENCUENTRAN EN LA PÁGINA 2:

Las órdenes de restricción están en vigencia en cuanto a ambos cónyuges o miembros de la pareja de hecho hasta que se despidan la petición, se emita un fallo o la corte dé otras órdenes. Cualquier agencia del orden público que haya recibido o visto una copia de estas órdenes puede hacerlas acatar en cualquier lugar de California.

FEE WAIVER: If you cannot pay the filing fee, ask the clerk for a fee waiver form. The court may order you to pay back all or part of the fees and costs that the court waived for you or the other party.

EXENCIÓN DE CUOTAS: Si no puede pagar la cuota de presentación, pida al secretario un formulario de exención de cuotas. La corte puede ordenar que usted pague, ya sea en parte o por completo, las cuotas y costos de la corte previamente exentos a petición de usted o de la otra parte.

[SEAL]

1. The name and address of the court are (*El nombre y dirección de la corte son*):
2. The name, address, and telephone number of the petitioner's attorney, or the petitioner without an attorney, are: (*El nombre, dirección y número de teléfono del abogado del demandante, o del demandante si no tiene abogado, son*):

Date (*Fecha*):Clerk, by (*Secretario, por*) _____, Deputy (*Asistente*)

STANDARD FAMILY LAW RESTRAINING ORDERS

Starting immediately, you and your spouse or domestic partner are restrained from:

1. removing the minor children of the parties from the state or applying for a new or replacement passport for those minor children without the prior written consent of the other party or an order of the court;
2. cashing, borrowing against, canceling, transferring, disposing of, or changing the beneficiaries of any insurance or other coverage, including life, health, automobile, and disability, held for the benefit of the parties and their minor children;
3. transferring, encumbering, hypothecating, concealing, or in any way disposing of any property, real or personal, whether community, quasi-community, or separate, without the written consent of the other party or an order of the court, except in the usual course of business or for the necessities of life; and
4. creating a nonprobate transfer or modifying a nonprobate transfer in a manner that affects the disposition of property subject to the transfer, without the written consent of the other party or an order of the court. Before revocation of a nonprobate transfer can take effect or a right of survivorship to property can be eliminated, notice of the change must be filed and served on the other party.

You must notify each other of any proposed extraordinary expenditures at least five business days prior to incurring these extraordinary expenditures and account to the court for all extraordinary expenditures made after these restraining orders are effective. However, you may use community property, quasi-community property, or your own separate property to pay an attorney to help you or to pay court costs.

NOTICE—ACCESS TO AFFORDABLE HEALTH

INSURANCE: Do you or someone in your household need affordable health insurance? If so, you should apply for Covered California. Covered California can help reduce the cost you pay towards high quality affordable health care. For more information, visit www.coveredca.com. Or call Covered California at 1-800-300-1506.

WARNING—IMPORTANT INFORMATION

California law provides that, for purposes of division of property upon dissolution of a marriage or domestic partnership or upon legal separation, property acquired by the parties during marriage or domestic partnership in joint form is presumed to be community property. If either party to this action should die before the jointly held community property is divided, the language in the deed that characterizes how title is held (i.e., joint tenancy, tenants in common, or community property) will be controlling, and not the community property presumption. You should consult your attorney if you want the community property presumption to be written into the recorded title to the property.

ÓRDENES DE RESTRICCIÓN ESTÁNDAR DE DERECHO FAMILIAR

En forma inmediata, usted y su cónyuge o pareja de hecho tienen prohibido:

1. *llevarse del estado de California a los hijos menores de las partes, o solicitar un pasaporte nuevo o de repuesto para los hijos menores, sin el consentimiento previo por escrito de la otra parte o sin una orden de la corte;*
2. *cobrar, pedir prestado, cancelar, transferir, deshacerse o cambiar el nombre de los beneficiarios de cualquier seguro u otro tipo de cobertura, como de vida, salud, vehículo y discapacidad, que tenga como beneficiario(s) a las partes y su(s) hijo(s) menor(es);*
3. *transferir, gravar, hipotecar, ocultar o deshacerse de cualquier manera de cualquier propiedad, inmueble o personal, ya sea comunitaria, cuasicomunitaria o separada, sin el consentimiento escrito de la otra parte o una orden de la corte, excepto en el curso habitual de actividades personales y comerciales o para satisfacer las necesidades de la vida; y*
4. *crear o modificar una transferencia no testamentaria de manera que afecte la asignación de una propiedad sujeta a transferencia, sin el consentimiento por escrito de la otra parte o una orden de la corte. Antes de que se pueda eliminar la revocación de una transferencia no testamentaria, se debe presentar ante la corte un aviso del cambio y hacer una entrega legal de dicho aviso a la otra parte.*

Cada parte tiene que notificar a la otra sobre cualquier gasto extraordinario propuesto por lo menos cinco días hábiles antes de realizarlo, y rendir cuenta a la corte de todos los gastos extraordinarios realizados después de que estas órdenes de restricción hayan entrado en vigencia. No obstante, puede usar propiedad comunitaria, cuasicomunitaria o suya separada para pagar a un abogado que lo ayude o para pagar los costos de la corte.

AVISO—ACCESO A SEGURO DE SALUD MÁS ECONÓMICO:

¿Necesita seguro de salud a un costo asequible, ya sea para usted o alguien en su hogar? Si es así, puede presentar una solicitud con Covered California. Covered California lo puede ayudar a reducir el costo que paga por seguro de salud asequible y de alta calidad. Para obtener más información, visite www.coveredca.com. O llame a Covered California al 1-800-300-0213.

ADVERTENCIA—INFORMACIÓN IMPORTANTE

De acuerdo a la ley de California, las propiedades adquiridas por las partes durante su matrimonio o pareja de hecho en forma conjunta se consideran propiedad comunitaria para fines de la división de bienes que ocurre cuando se produce una disolución o separación legal del matrimonio o pareja de hecho. Si cualquiera de las partes de este caso llega a fallecer antes de que se divida la propiedad comunitaria de tenencia conjunta, el destino de la misma quedará determinado por las cláusulas de la escritura correspondiente que describen su tenencia (por ej., tenencia conjunta, tenencia en común o propiedad comunitaria) y no por la presunción de propiedad comunitaria. Si quiere que la presunción comunitaria quede registrada en la escritura de la propiedad, debería consultar con un abogado.