

**Cascadia Commons Cohousing  
HOA Meeting Minutes  
March 10, 2024**

**Attending:** Sapphire (Sue) Staehli and David Chilstrom, Lori and Rich Sommer, Monica Franz, Camilla Schneider, Julie Martchenke, Anne and Chuck Goldfarb, Marsha and John Rakestraw, Rufus Knapp, Ken Brown, Emily Daniel, Grant and Stacy Canterbury, Judith Lienhard, Angelica Williams, ShienPei Chang-Silverman, Donna Emerson, Suniti Kumar, Harry Dudley

**Leaseholders present:** Jessica Wechter and Ben Hickman

**Not in attendance:** Monica Franz, Pat Storey\*, Paul Williamson

**Excused:** Jane Ewert and Dave Fabik, Jennifer Gates, Katie Miranda and Ahmed Al Ali, Representatives of the Estate of Sue Alperin, Tomer Shaked

**Quorum is reached.**

**Facilitators:** Angelica, Ken

**Secretary:** Stacy

**Guests:** none

**Agenda and Birthdays:** Agenda reviewed, and February's HOA Minutes were approved by consensus. Happy Birthday this month to Julie, Ahmed, and Thad!

**Renter participation:** It was clarified that renters and leaseholders may take part in conversation but may not consent or vote in HOA meetings.

*Background on renter participation from February 2013 HOA meeting:*

***"Non-Owner HOA meeting participation, REVISED PROPOSAL LANGUAGE***

*It is proposed that all HOA meeting[s] will continue to be referred to as "HOA Meetings" but will be conducted in an open meeting format whereby renters and non-owner residents may attend and participate in discussion at the discretion of the facilitator in the same manner available to unit owners. Renters and non-owners may participate in straw polls, and a straw poll may be done before all tests for consensus. Renters and non-owner residents may participate in discussions **but not participate in a test for consensus or vote.***

***DECISION: THE PROPOSAL WAS PASSED BY CONSENSUS."***

**Part 2 of Review/Approval of updated Declaration document (Donna):** Donna read the remainder of the Declaration, clarified definitions, and answered questions. Donna presented the results of her research to clarify the boundaries of what is GCE (general

*Background--The purpose of our CC&Rs, Declaration, and Supplement is to protect our assets legally and they are required by law for HOAs. Our Bylaws give greater definitions to the items in these documents. Revision of our documents first began in 2013. It is a task being taken up again now as we discovered last year our documents no longer met the requirements of current Oregon HOA law.*

common element, an HOA responsibility) and what is LCE (limited common element, a homeowner's responsibility): "Once a pipe (wire, utility line) is within the boundary of the unit, it is LCE." She reminded us that the process for revisions is governed by Oregon State law and requires a vote of 75% (16 households) of HOA members.

There were additions to the Declaration in 10.2, 10.3, 11.1, 14.3.1, and 14.4. Declaration Sections 13.1, 13.2, 13.3, 13.4, 13.5, 13.6.2, 13.6.11, 13.7.1, 13.8, 13.9, 14.1 and the entirety of section 16 are new. **The revised Declaration is appended at the end of these notes with text highlighted.**

Voting yes on all Declaration sections read during the meeting through section 16, except for sections 4.1, 5.2, and 14.2 were: Sapphire (Sue) Staehli and David Chilstrom, Lori and Rich Sommer, Monica Franz, Camilla Schneider, Julie Martchenke, Anne and Chuck Goldfarb, Marsha and John Rakestraw, Rufus Knapp, Ken Brown, Emily Daniel, Grant and Stacy Canterbury, Judith Lienhard, Angelica Williams, ShienPei Chang-Silverman, Donna Emerson, Suniti Kumar, Harry Dudley. **The Declaration revisions, with the exceptions of 4.1, 5.2, and 14.2 which need further discussion, passed by a majority vote.**

**Proposal:** Ken brought a proposal from the Bylaws Group to move \$5000 from Contingency Fund to pay for future legal expenses for the Declaration/Bylaws Document Revision project. This will raise our HOA dues by an average of \$18/month/household. Emily as facilitator noted that there are still three outstanding sections within the Declaration, the Supplemental Declaration that covers the South Side, the Bylaws, and the Plat that all need further discussion. **This proposal was approved by consensus.**

### **Committee Reports:**

**Emergency Prep, Camilla**--presented her Grab 'N Go Bag for emergencies, discussing uses for her backpack supplies and emphasized tailoring your bag to your own household needs. She kindly left this out in the CH dining room for perusal on our own time.

**Emergency Response Team, John**--Work has been done on Julie's house, the shop, and the Alperin's household. David Fabik will be reimbursing the HOA for work done on the shop.

**CH Committee, Judith**--Donna and Judith have been cleaning out the office. Please check your committee boxes for items they may have found.

**Coordinating, Grant**--Grant notes that the small decision for using the back patio closet for emergency supply storage has been approved and that the Bylaws Group continues to meet to work on revisions to our HOA documents.

**Building & Grounds, David**--Work party this coming Saturday!

**Meal Ad-Hoc Group, Lori**--No report this month.

**Outreach, Emily**--Emily sent out requests for quotes about what we like about cohousing via email and printed slips. Please return these soon to help her with outreach. She also let us know that the National Cohousing Open House this year is May 4<sup>th</sup> and 5<sup>th</sup> and that she is looking for volunteers. Monica and Marsha both said that they could help. Outreach meetings are every 2 weeks; please contact Emily for more information.

**Treasurer, Monica**--Monica said thanks to everyone who paid their HOA dues on time while she was gone. She also reminds us that we need to update our HOA payments to the 2024 amounts and pay the difference between 2023 and 2024 amounts if we have not already done so.

### **Announcements!**

- Judith reminds us that budget codes are conveniently printed on the back of the reimbursement form if you purchase something on behalf of the community.
- Donna asks that everyone wash out their specialty recycling items as they become moldy and attract pests otherwise.
- Judith says that there will be a group Zoom meeting with Forth, an organization that helps install electric car charging infrastructure. The meeting will be this coming Thursday (3/14) at 3:30pm.
- Lori announces a Welcome Party for Grant, Stacy, Jessica, and Ben on Saturday, March 30<sup>th</sup>. Time tba.
- Monica had a fabulous time in Montreal and thanks everyone who was able to attend Marion's play.
- Marsha is still collecting toilet paper tubes to start seedlings, and everyone is welcome to attend the Adaptation and Resilience Club tomorrow at 11am.
- Sapphire notes that we have a Lesser Celandine infestation and that this week and next is critical to control this. Grant volunteered to help.
- Sunita tells us that Akash has a school concert this week Thursday at 7pm and reiterates that Anya and Monica's play was wonderful.
- ~~Chuck announces that there will be a concert in the Common House by Albert Hoffman this Saturday from 7-9pm. The concert is cancelled due to illness; will be rescheduled.~~
- Camilla will be taking old medications to recycle soon. Contact her if you would like to recycle yours as well.
- Grant says thank you to Emily and Stacy for organizing the Whateverley Brothers concert.
- Stacy says thank you to Ken, Anne, and Chuck for helping her complete the CH bathroom door project.

**Evaluation:**

- ✓ Lori, Angelica, Judith, and Suniti expressed their appreciation to the Bylaws Group for their work on our HOA Documents.
- ✓ Monica liked having the semicircle format for our presentation, but she says it felt qualitatively different for her when we are not in a circle.
- ✓ Camilla apologizes for being out of sorts today and notes that she has had a difficult month.
- ✓ Jessica liked the blend of legal and practical work we did today.

**Summary of consensus decisions and evaluation:** approved minutes by consensus and the HOA Declaration document passed by a majority vote, with the exceptions of 4.1, 5.2, and 14.2 which need further discussion. A proposal to move \$5000 from Contingency Fund to pay for future legal expenses for the Declaration/Bylaws Document Revision project also was approved by consensus.

*\*Removed from quorum due to six-month absence rule.*

Declaration, part 2

10. Use of Property

10.1. Residential Use. Each unit is to be used for residential purposes as described in the Bylaws, except that the Association’s Board of Directors may adopt rules and regulations permitting residential units to be used for limited business purposes, subject to applicable governmental regulations. Additional limitations on use are contained in the Bylaws by which all owners are bound.

10.2. Right of Ingress and Egress. Each Unit owner has a perpetual right of ingress and egress to and from the owner’s Unit. This right passes to all successors in interest to the Unit when the Unit is transferred voluntarily, involuntarily, or by operation of law. Any attempt to transfer voluntarily or involuntarily any common-element ownership interest separately from the transfer of the Unit to which the interest pertains is void.

10.3. Rules and Regulations. The Board of Directors has authority from time to time to promulgate rules and regulations as described in the Bylaws.

11. Service of Process

11.1. The designated agent to receive service of process in cases set forth in ORS 100.550(1) will be named in the Condominium Information Report, which will be filed with the Oregon Real Estate Agency in accordance with ORS 100.250(1).

12. The Association of Unit Owners

12.1. Organization. Upon the recording of this Declaration, an association of unit owners shall be organized to serve as a means through which the unit owners may take action with regard to the administration, management, and

<b>Legend</b>
Additions
Questions
New Sections

operation of the Condominium. The name of this Association shall be the "Cascadia Commons Condominium Community Homeowners Association" (herein "Association"), and the Association shall be an incorporated association pursuant to the Oregon Nonprofit Corporation Act.

12.2. *Membership; Board of Directors.* Each unit owner shall be a member of the Association. The affairs of the Association shall be governed by the members and the Board of Directors as provided in the Bylaws.

12.3. *Powers and Duties.* The Association shall have such powers and duties as may be granted to it by the Oregon Condominium Act; including each of the powers set forth in ORS 100.405(4); together with such additional powers and duties afforded by this Declaration or the Bylaws.

12.4. *Adoption of the Bylaws, Appointment of Interim Board, and Designation of Manager.* Upon the execution and filing of this Declaration, the Declarant shall adopt Bylaws for the Association. At the same time, the Declarant will appoint an interim Board of Directors of the Association, which Directors shall serve until their successors have been elected at the turnover meeting as provided in the Bylaws. Such interim Board of Directors may appoint a manager or managing agent for the Condominium on behalf of the Association, and such manager or managing agent shall have complete authority to assume full control and responsibility for the management, operation, and maintenance of the Condominium from the date of its formation at the expense of the Association.

12.5. *Any management, service, or employment agreement entered into prior to the turnover meeting which is made directly by or on behalf of the Association, the Board of Directors, or the unit owners shall be for a term not in excess of three (3) years, and may be terminated without penalty by the Association or the Board of Directors upon not less than thirty (30) days written notice given not more than sixty (60) days after the turnover meeting required by ORS 100.210.*

### 13. *Rights of Mortgagees*

*In the event of a conflict between this Section 13 and other provisions of this Declaration, the provisions of this Section 13 will prevail:*

**13.1** *Notice of Action.* Upon the written request of a mortgagee or mortgage insurer or guarantor to the Association, identifying the name and address of the Mortgagee, insurer, or guarantor and the number or address of the Unit on which a Mortgage has been placed, the Mortgagee, insurer, or Amended & Restated Declaration, V.5 Clean 6 of 14

*guarantor is entitled to timely notice of the following:*

13.1.1. *Any condemnation loss or casualty loss that affects either a material portion of the Condominium or any unit securing its Mortgage;*

13.1.2. *Any 60-day delinquency in the payment of assessments or charges owed by an owner of any Unit on which it holds a Mortgage;*

13.1.3. *Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and*

13.1.4. *Any proposed action that would require the consent of a specified percentage of eligible Mortgagees.*

**13.2** *Mortgagee Exempt from Certain Restrictions.* Any Mortgagee that comes into possession of the Unit pursuant to the remedies provided in the Mortgage, by foreclosure of the Mortgage, or by deed (or assignment) in lieu of foreclosure, is exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged Unit, including, but not limited to, restrictions on the age of Unit occupants and restrictions on the posting of

signs pertaining to the sale or rental of the Unit. However, Mortgagees are not exempt from the restriction that Units cannot be rented for periods of less than 30 days.

**13.3** *Subordination of Association Lien to Mortgage; Discharge of Lien upon Foreclosure.* Except as otherwise provided by law, the lien of the Association is subordinate to any first Mortgage. Subject to the procedural requirements of the Oregon Condominium Act, any first Mortgagee that comes into possession of the Unit pursuant to the remedies provided in the Mortgage, by foreclosure of the Mortgage, or by deed (or assignment) in lieu of foreclosure, takes the property free of any claims for unpaid assessments or charges against the mortgaged Unit that accrue before the Mortgagee or purchaser comes into possession of the Unit (except for claims for a pro rata share of the assessments or charges resulting from a pro rata reallocation of the assessments or charges to all Units, including the mortgaged Unit).

**13.4** *Consent of Mortgagees to Change Percentage Ownership in Common Elements.* The Unit owners may not reallocate the percentage of interest in the common elements attributable to any Unit without the prior written approval of first Mortgagees that represent at least 51 percent of the votes of mortgaged Units with respect to which the percentage of ownership is proposed to be altered. Nothing in this Section will be construed to give the Amended & Restated Declaration, V.5 Clean 7 of 14

owners, the Association, or the Board of Directors any specific authority to alter the percentage of ownership, and, if any attempt is made to do so, full compliance will be made with the Declaration, the Articles of Incorporation, the Bylaws, and the Oregon Condominium Act.

**13.5** *Consent of Mortgagees Required to Terminate Project.* Except with respect to termination of the Condominium as a result of destruction, damage, or condemnation, any termination of the Condominium requires the written approval of first Mortgagees that represent at least 67 percent of the votes of mortgaged Units in the Condominium. However, consent will be deemed given if a Mortgagee does not object in writing within 60 days after notice of the proposed termination. Additionally, any such terminations will be carried out by the owners pursuant to provisions of the Declaration, Articles of Incorporation, the Bylaws, and the Oregon Condominium Act and will be carried out only after vote of the owners, as provided in those provisions.

**13.6. Limited Right of Amendment.** Except upon the written approval of first Mortgagees that represent at least 51 percent of the votes of Mortgaged Units in the Condominium, no amendment that adds to or amends any material provision that establishes, provides for, governs, or regulates any of the following may be made to the Declaration or the Bylaws:

13.6.1. The partition or subdivision of any Unit or of the common elements;

**13.6.2** Voting rights;

13.6.3. Assessments, assessment liens, or the priority of assessment liens;

13.6.4. Reductions in reserves for maintenance, repair, and replacement of common elements;

13.6.5. Responsibility for maintenance and repairs;

13.6.6. Reallocation of interests in the general or limited common elements or rights to their use;

13.6.7. Redefinition of any Unit boundaries;

13.6.8. Convertibility of Units into common elements or vice versa;

13.6.9. Expansion or contraction of the project, or the addition, Amended & Restated Declaration, V.5 Clean 8 of 14

*annexation, or withdrawal of property to or from the project;*

*13.6.10. Insurance or fidelity bond;*

*13.6.11. Leasing of units;*

*13.6.12. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;*

*13.6.13. A decision by the Association to establish self-management when professional management had been required*

*previously by the project's documents or by an eligible mortgage holder;*

*13.6.14. Restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration or the Bylaws;*

*13.6.15. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs;*

*13.6.16. Any provisions that expressly benefit mortgage holders, insurers, or guarantors;*

*13.6.17. Abandonment, encumbrance, sale, or transfer of the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or*

*13.6.18. Use of hazard insurance proceeds for losses to any Condominium property, whether to units or to common elements, for anything other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in cases of substantial loss to the units and/or common elements of the Condominium; or*

*13.6.19. The abandonment, termination, or removal of the property from the provisions of the Oregon Condominium Act, except when provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain.*

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*13.7. In addition to the approvals required in Section 13.6, each mortgagee (or beneficiary of a trust deed or vendor and including guarantors) shall have the following rights:*

*13.7.1. Right to Examine Books and Records. All Unit owners, lenders, and Mortgagees shall have the right to examine the books, records, financial statements, the Declaration, the Bylaws, the Articles of Incorporation, and other rules concerning the Condominium, the Association, or the Condominium property upon reasonable notice and at reasonable times. The Association has the right to impose a reasonable charge for any copies requested by owners, lenders, or Mortgagees.*

*13.7.2. Right to Annual Reports. All mortgagees shall, upon request, be entitled to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association.*

*13.7.3. Right to Receive Written Notice of Meetings. The Association shall give all mortgagees, upon request, written notice of all meetings of the Association, and each mortgagee shall be permitted to designate a representative to attend all such meetings.*

13.7.4. *Notice in Event of Loss or a Taking.* The Association shall give all mortgagees written notice of any loss to, or taking of, the common elements of the Condominium project, or a unit in the Condominium project if such loss or taking exceeds \$10,000 with respect to the common elements, or \$1,000 with respect to any unit.

**13.8.** *Request for Approval of Mortgagees.* Any Mortgagee that receives a written request to approve additions or amendments to the Declaration or the Bylaws, or any other action to be taken by the Board of Directors, Association, or Unit owners will be considered to have given approval unless the Mortgagee delivers or posts a negative response within 60 days after receipt of the request.

**13.9.** *Proxy Held by Mortgagee in Certain Cases.* If a Mortgagee reasonably believes that the Association has failed to maintain the common elements so as to prevent excessive wear and tear, the Mortgagee may attend a meeting of the Association and may cast the vote of the Mortgagor of the Unit on which the Mortgagee holds the mortgage if the proposal under consideration concerns painting or otherwise maintaining the common Amended & Restated Declaration, V.5 Clean 10 of 14

*elements, including imposing special assessments necessary to pay for such maintenance. However, this right only arises in the event the Mortgagee reasonably believes the Association has failed to maintain the common elements in sufficient manner so as to prevent excessive wear and tear.*

14. *Easements, Similar Interests, and Encroachments.*

**14.1.** *Easements for the Association.* The Association and its agents, successors, and assigns shall have an easement over and upon the common elements for the purpose of completing or making repairs to existing structures.

**14.2. Right of Entry.** A unit owner shall grant the right of entry to the Board of Directors of the Association, managing agent, manager, or any other person authorized by the Board of Directors, in the case of any emergency originating in or threatening their unit or other Condominium property, whether or not the owner is present at the time. A unit owner shall also permit such persons to enter their unit for the purpose of performing installations, alterations, or repairs to any common element provided that requests for entry are made in advance and such entry is at a time convenient to the owner.

14.3. *Encroachments.*

**14.3.1.** Pursuant to ORS 100, each unit and all common elements shall have an easement over all adjoining units and common elements for the purpose of accommodating any present or future encroachment as a result of engineering errors, construction, reconstruction, repairs, settlement, shifting, or movement of any portion of the property, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of the encroaching units and common elements so long as the encroachments shall exist, and except as otherwise provided in subsection 2 of this section, the rights and obligations of owners shall not be altered in any way by the encroachment.

14.3.2. The easement described under subsection 1 of this section does not relieve a unit owner of liability in case of willful misconduct of a unit owner or relieve a declarant or any contractor, subcontractor, or materialman of liability for failure to adhere to the plat and floor plans.



14.3.3. The encroachments described in subsection 1 of this

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section shall not be construed to be encumbrances affecting the marketability of title to any unit.

**14.4. Authority to Grant Easements, Rights-Of-Way, Licenses, and Other Similar Interests.** Pursuant to ORS 100.405(6), the Association shall have the authority to execute, acknowledge, deliver, and record on behalf of the unit owners easements, rights-of-way, licenses, and other similar interests affecting the general common elements and consent to vacation of roadways within and adjacent to the Condominium. An instrument granting any such interest or vacating any such roadway will be executed by the chairperson and secretary of the Association, will be acknowledged in the manner provided for acknowledgement of such instruments by those officers, and will state that the grant was approved by the minimum required vote of the owners or Board of Directors as required by ORS 100.405(6).

**14.5. Open Space Easement.** There shall be an open space easement, pursuant to Section 405 of the Washington County Community Development Code, for the benefit of the condominium unit owners, as delineated on the plat, consisting of the drainage hazard area, wetlands and associated riparian areas; and the Condominium property shall be subject to restrictions regarding any and all future development activities that can be conducted, or can be permitted or suffered to be conducted, within protected areas unless otherwise permitted by appropriate municipal authorities.

15. Amendment

**15.1. Approval Required.** Except as may be otherwise provided in this Declaration or by the Oregon Condominium Act, this Declaration may be amended if such amendment is approved by unit owners holding seventy-five percent (75%) of the voting rights of the Condominium. No amendment may change the size, location, allocation of undivided interest in the common elements, method of determining liability for common expenses or right to common profit, or voting rights of any unit unless such amendment has been approved by the owners and mortgagees of the affected unit.

**15.2. Execution and Recordation.** An amendment shall not be effective until certified by the chair and secretary of the Association, approved by the Washington County Tax Assessor and the Real Estate Commissioner, if required by the Oregon Condominium Act, and recorded as required by law.

**16. General Provisions.**

**16.1. Interpretation.** The rights and obligations of all members of the Association and any person dealing with the Association or any of its members with respect to matters pertaining to the Declaration, Articles of Incorporation, or the Bylaws will be interpreted in accordance with and governed by the laws of the State of Oregon.

**16.2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

**16.3. Waiver of Rights.** The failure of the Association, the Board of Directors, an officer, or a Unit owner to enforce any right, provision, covenant, or condition provided in the Declaration, Articles of Incorporation, or the Bylaws does not constitute a waiver of the right of any such party to enforce the right, provision, covenant, or condition in the future.

**16.4. Enforcement.** The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the

provisions of this Declaration, subject to any applicable dispute resolution provisions in the Bylaws. Notwithstanding anything in this Declaration or the Bylaws to the contrary, the Association or any owner shall have the right to apply for an immediate injunction or other equitable relief from a court of competent jurisdiction in emergency circumstances. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16.5. *Costs and Attorney Fees.* In any proceeding arising because of an alleged failure of a Unit owner to comply with the terms and provisions of this Declaration (as amended or supplemented), the Bylaws (as amended), Articles of Incorporation, rules and regulations adopted under the Bylaws, or the Oregon Condominium Act, the prevailing party is entitled to recover the costs of the proceedings and such reasonable attorney fees as may be determined by the trial court in any trial or by the appellate court in any appeal thereof. In addition, the Association is entitled to recover costs and attorney fees incurred by it to collect delinquent assessments or fines, or to enforce the terms of the Declaration, Bylaws, or any rules or regulations promulgated thereunder, whether or not any action or suit is filed.

16.6. *Compliance.* Each Unit owner shall comply with the provisions of the Declaration, Articles of Incorporation, and the Bylaws, and with the administrative rules and regulations adopted thereunder, and with all other applicable covenants, conditions, and restrictions of record. Failure to comply therewith is grounds for suit or action, maintainable by the Association or any Amended & Restated Declaration, V.5 Clean 13 of 14

unit owner, in addition to other sanctions that may be provided by the Bylaws or by any existing administrative rules and regulations.

16.7. *Conflicting Provisions.* In the event of a conflict between or among the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws, and any administrative rules and regulations, the provisions of the Declaration are paramount to those of the Articles, Bylaws, and the rules and regulations; the provisions of the Articles are paramount to the Bylaws and the rules and regulations; and the provisions of the Bylaws are paramount to the rules and regulations. For purposes of this Section, the term "Declaration" includes all amendments to this Declaration, and the term "Bylaws" includes all amendments to the Bylaws.

16.8. *Section and Paragraph Captions.* Section and paragraph captions will not be deemed to be a part of this Declaration unless the context otherwise requires. In construing this Declaration, if the context so requires, the singular will be taken to mean and to include the plural, and, generally, all grammatical changes will be made, assumed, and implied to make the provisions hereof apply equally to individuals, trusts, estates, personal representatives, trustees, and corporations.