KIT DEL LIBRO «LIVING TRUST EN ESPAÑOL»

01 Modelo de fideicomiso en vida revocable

Bilingüe: en inglés para firmar, en español para entender

El modelo completo de un fideicomiso en vida revocable para un matrimonio con hijos: a la izquierda, el texto en inglés que se firma; a la derecha, qué quiere decir. Úselo para preparar el suyo y para revisar, cláusula por cláusula, el que le entregue su abogado.

CÓMO USARLO

1. Llene primero su hoja de decisiones familiares (recurso 7)
2. Lea cada fila en español y complete los espacios del texto en inglés
3. Revíselo con un abogado si su caso lo pide y fírmelo como exige su estado

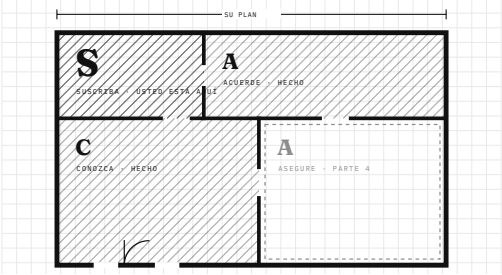
TIEMPO
2 horas, en dos sesiones

EN EL LIBRO
Capítulos 11, 14, 15 y 19

FORMATO
PDF rellenable + Word

⚠ MODELO EDUCATIVO

Sirve para entender, preparar y comparar. Antes de firmar, adáptelo a su estado, revíselo y fírmelo con las formalidades que exige su estado. Si su caso lo pide, consulte a un abogado con licencia en su estado (capítulo 8 del libro). No es asesoría legal.



Parte 3 · Suscriba: el cuarto de su plan donde se usa este recurso

Familia

Fecha en que lo llenamos

Próxima revisión

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Cómo usar este modelo

Este es el fideicomiso que leyó por partes en el capítulo 11, ahora completo: de la primera cláusula a la última firma, con los mismos números de artículo y las mismas palabras en inglés. Está pensado para el caso más común entre las familias de este libro: un matrimonio con casa e hijos, que hace un solo fideicomiso para los dos (*joint trust*).

Cómo está organizado

El recurso tiene cuatro partes:

1. **La versión de estudio, bilingüe.** Es la que sigue. Cada fila trae, a la izquierda, el texto en inglés tal como se firma y, a la derecha, lo que quiere decir en español. Debajo de algunas filas hay un «Ojo» con una diferencia de su estado.
2. **«Antes de firmar».** Una lista para comprobar que no falta nada.
3. **La versión para completar y firmar, solo en inglés.** Es el mismo texto, palabra por palabra, sin el español. Es la que se imprime y se firma. También viene en el archivo de Word del kit.
4. **«Si usted es una sola persona».** Qué palabras cambiar si el fideicomiso es solo para usted.

LOS DIEZ ARTÍCULOS Y LO QUE DECIDE CADA UNO

ARTÍCULO	QUÉ DECIDE	CAPÍTULOS
1. Declaración	Quién lo crea, cómo se llama, que es revocable, quiénes son sus hijos	3 y 11
2. Fiduciarios	Quién lo maneja hoy y quién después	10 y 11
3. Incapacidad	Qué pasa si uno de ustedes ya no puede decidir	11 y 13
4. Bienes y derechos en vida	Qué entra, gananciales y propios, la casa, cómo se cambia	3, 14 y 15
5. Reparto al fallecer	Qué pasa al faltar uno y al faltar los dos	10 y 11
6. Protección de beneficiarios	Hijos menores, discapacidad, acreedores	11 y 18
7. Poderes del fiduciario	Qué puede hacer sin pedir permiso a un juez	11 y 21
8. Deberes, deudas e impuestos	A quién informa y qué paga	21
9. Disposiciones generales	Ley del estado, testamento, certificación, idioma	12, 13 y 15
10. Definiciones	Qué significa cada palabra clave	11
Firmas y anexo A	Testigos, *notary public* y lista de bienes	13, 14 y 15

Cómo leerlo

Lea primero la columna en español de cada fila. Cuando entienda la idea, lea el inglés. No es una traducción palabra por palabra: es la explicación que le daría un amigo que sabe del tema.

Las líneas en blanco del texto en inglés son espacios para llenar. La pista pequeña bajo cada línea está en inglés porque es el documento que va a firmar; la columna en español le dice qué escribir. Escriba

los nombres en mayúsculas, exactamente como aparecen en las identificaciones.

Las notas en inglés entre corchetes, como `[STATE NOTE: …]`, son avisos para quien prepare el documento. Cuando ya no hagan falta, bórrelas del archivo de Word antes de imprimir la versión que va a firmar.

Antes de llenarlo: sus decisiones

No empiece por el inglés. Empiece por su hoja de decisiones familiares (recurso 7). De ella salen casi todos los espacios de este modelo:

- el nombre completo de cada uno de ustedes y de cada hijo;
- su fiduciario sucesor y su suplente, que ya le dijeron que sí (capítulo 10);
- la edad a la que sus hijos recibirán su parte;
- si quieren dejar algún regalo específico;
- quién recibe si no quedara ningún hijo ni nieto;
- y su inventario de bienes (recurso 6), para llenar el anexo A.

Lo que este modelo es, y lo que no

⚠ CUIDADO · UN MODELO EDUCATIVO

Este modelo sirve para entender, preparar y comparar. Es general y razonable para California, Texas, Florida, Nueva York, Illinois y Arizona, pero no conoce a su familia ni las reglas al día de su estado. Antes de firmar, adáptelo a su estado y fírmelo con sus formalidades. Si tiene dudas, consulte a un abogado con licencia en su estado (capítulo 8).

Hable con un abogado con licencia en su estado antes de firmar si marca una sola de estas casillas (capítulos 6 y 8):

- ☐ Tenemos propiedades en más de un estado o en otro país.
- ☐ Tenemos un negocio, sobre todo si es una LLC.
- ☐ Un hijo tiene una discapacidad, o recibe SSI o Medicaid.
- ☐ Somos una familia reconstituida: hay hijos de otras relaciones o tensiones viejas.
- ☐ Uno de nosotros podría necesitar Medicaid para cuidados de largo plazo. En Illinois, el estado puede cobrarse de los bienes de un fideicomiso en vida.
- ☐ Nuestro patrimonio se acerca al impuesto estatal a las herencias: en 2026, $7,350,000 en Nueva York, con un «precipicio» en el 105 %, y $4,000,000 en Illinois.
- ☐ Nuestro fiduciario sucesor vive fuera de EE. UU.
- ☐ Hay dudas sobre la capacidad mental de alguno de los que firman.

Y sepa lo que este modelo no hace. No divide el fideicomiso en partes para ahorrar impuestos ni deja fija la parte del primero que fallezca (artículo cinco); no es un fideicomiso para necesidades especiales; no cubre su casa o su terreno en otro país (capítulo 17); no nombra al tutor de sus hijos, que va en el

testamento de respaldo (recurso 2), y no pasa sus bienes al fideicomiso: eso se hace con la escritura y los cambios de cuenta (capítulos 14 y 15).

Parte 1 · El fideicomiso y quién lo maneja

Artículo uno · La declaración

ARTICLE ONE. DECLARATION OF TRUST.

1.1 We, _____ (Trustor 1 full legal name) and _____ (Trustor 2 full legal name), spouses, residing in _____ (city), _____ (county) County, _____ (state) (the "Trustors"), declare that we hold in trust, as the initial Trustees, the property described in Schedule A and any property later transferred to the Trustee, on the terms stated in this instrument.

La declaración. Con esta frase ustedes dos crean el fideicomiso y se nombran sus primeros fiduciarios. No le entregan nada a nadie: siguen mandando, viviendo en su casa y pagando su hipoteca, como vio en el capítulo 3.

Escriban sus nombres completos tal como aparecen en sus identificaciones y en la escritura de su casa, con los mismos apellidos y la misma ortografía. *Schedule A* es el anexo A, la lista de bienes del final. Escribir la casa en esa lista no la mete en el fideicomiso: hace falta una escritura nueva (capítulo 14).

Ojo: si su nombre aparece distinto en la escritura de la casa o en el banco (por ejemplo, con un solo apellido), dígaselo a quien prepare la escritura antes de firmar.

1.2 Name. This trust shall be known as THE _____ (family name) FAMILY REVOCABLE TRUST, dated _____ (date of signing). Title to trust assets may be taken as: "_____ (Trustor 1 full legal name) and _____ (Trustor 2 full legal name), Trustees of THE _____ (family name) FAMILY REVOCABLE TRUST dated _____ (date of signing)." Any description that identifies this trust by its name and date, or that refers to the Trustee of this trust, is sufficient.

Nombre y fecha. Son la identificación de su fideicomiso. La frase entre comillas es la que se copia, letra por letra, en la escritura de la casa y en las cuentas (capítulos 14 y 15). La fecha es la del día en que firmen.

Casi todas las familias usan su apellido: «THE RAMIREZ FAMILY REVOCABLE TRUST». Decidan si el apellido lleva acento o no, y escríbanlo igual en todos los papeles. La última oración evita problemas si un banco abrevia el nombre a su manera.

1.3 Revocability. This trust is revocable. Either Trustor may revoke this trust as to community property. Any amendment affecting community property requires both Trustors acting jointly. Each Trustor may revoke or amend this trust as to his or her separate property. As to any other property the Trustors transfer to this trust together, each Trustor may revoke or amend this trust only as to the portion he or she contributed. Section 4.6 states how to amend or revoke this trust, and Section 5.2 states the surviving Trustor's rights after the death of the first Trustor.

Revocable. Esta palabra no puede faltar. En California, Texas, Florida y Arizona, un fideicomiso es revocable salvo que diga lo contrario; en Nueva York e Illinois es al revés (capítulo 3). Aquí lo dice con todas sus letras, en el título y en esta sección.

Las reglas para la pareja siguen a la ley. En California, los bienes gananciales (*community property*) siguen siendo gananciales dentro del fideicomiso: cualquiera de los dos puede revocarlo en cuanto a ellos, pero para modificarlo hacen falta los dos (Código de Familia de California, art. 761). Arizona tiene la misma regla. Lo que es propio de uno, lo cambia solo su dueño. Y lo demás que pusieron juntos, cada uno lo puede cambiar solo en su parte. Cuando fallezca uno de ustedes, el que sobrevive puede cambiarlo todo sin la firma de nadie más (sección 5.2).

Ojo: en Nueva York e Illinois, un fideicomiso que no dice «revocable» se considera irrevocable. No borre esa palabra ni del título ni de esta sección.

1.4 Family. The Trustors have _____ (number) children: _____ (child 1 full legal name), _____ (child 2 full legal name), _____ (child 3 full legal name), and _____ (child 4 full legal name). All references in this instrument to "the Trustors' children," or to a "child of the Trustors," refer to them and to any child later born to or adopted by both Trustors. [DRAFTING NOTE: Add or strike name lines as needed.]

Sus hijos. Escriban el nombre completo de cada hijo, como aparece en su acta de nacimiento o en su identificación. Así nadie discute a quién se refiere «nuestros hijos». Si tienen más de cuatro, agreguen líneas; si tienen menos, borren las que sobran.

La última frase incluye a un hijo que nazca o adopten después. Aun así, si eso pasa, revisen su plan (capítulo 20). Si uno de ustedes tiene un hijo de otra relación y quieren incluirlo, escriban aquí su nombre y hablen con un abogado: en las familias reconstituidas cada palabra cuenta (capítulo 18). Los hijastros que no se nombran aquí no quedan incluidos (sección 10.2).

Artículo dos · Los fiduciarios

ARTICLE TWO. TRUSTEES.

2.1 Initial Trustees. The Trustors shall serve as the initial co-Trustees. While both are serving, either of them acting alone may exercise any power of the Trustee, and any third party may rely on the signature of either one. The co-Trustees may also act together.

Quién lo maneja hoy. Mientras vivan los dos, ustedes son los fiduciarios. Cualquiera de los dos puede actuar solo: ir al banco, pagar, firmar. Así nadie queda atado si el otro está de viaje o en el hospital.

Si prefieren que algunas decisiones grandes, como vender la casa, lleven las dos firmas, pídanle a su abogado que lo agregue aquí. Las dos opciones son válidas (capítulo 11).

2.2 Remaining Trustor. If either Trustor dies, resigns, or becomes incapacitated, the other Trustor shall serve as sole Trustee.

Si falta uno. Si uno fallece, renuncia o pierde la capacidad, el otro sigue solo, sin juez y sin trámite en la corte.

2.3 Successor Trustee. If both Trustors are unable or unwilling to serve, _____ (successor Trustee full legal name), _____ (relationship to the Trustors), shall serve as successor Trustee. If _____ (successor Trustee full legal name) is unable or unwilling to serve or to continue serving, _____ (alternate successor Trustee full legal name), _____ (relationship to the Trustors), shall serve as successor Trustee.

El fiduciario sucesor y su suplente. Es la persona que se hará cargo cuando ninguno de los dos pueda (capítulo 10). Administra; no es la dueña. Escriban su nombre completo y el parentesco en inglés: «our daughter», «our son», «Trustor 2's sister».

El suplente entra si el primero no puede o deja de poder. Pregúntenle a cada uno antes de escribir su nombre, y lean el capítulo 4 si en algún papel en español ven la palabra «fideicomisario».

Ojo: si su sucesor vive fuera de EE. UU., su fideicomiso podría volverse extranjero (*foreign trust*) para el IRS, con reportes complicados y multas. Nombre a alguien que viva aquí (capítulos 6 y 19).

2.4 Authority of a successor Trustee. A successor Trustee shall have all the title, powers, and discretion given to the original Trustee, without the need for any court appointment or further transfer of the trust property.

Sin nombramiento de la corte. Esta frase es el corazón del fideicomiso. Como explica el colegio de abogados de Florida, su fiduciario sucesor tiene autoridad inmediata, sin que un juez lo nombre. El banco le pedirá el acta de defunción y la certificación del fideicomiso (recurso 4 y capítulo 15).

2.5 If no named Trustee can serve. If no Trustee named in this instrument is able and willing to serve, the last serving Trustee may appoint a successor Trustee in a signed writing. If that Trustee does not do so, a majority of the beneficiaries then entitled to receive distributions (acting, for a minor or incapacitated beneficiary, through his or her parent or guardian) may appoint a successor Trustee in a signed writing. Any successor Trustee appointed under this Section must be an individual who resides in the United States, or a bank or trust company authorized to act as trustee in the United States. If no successor Trustee is appointed in this way, any beneficiary may ask a court to appoint one.

Si ninguno de los nombrados puede. Es la red de seguridad para el caso raro en que fallen todos. Primero, el último fiduciario puede nombrar a otro por escrito. Si no lo hace, lo nombra la mayoría de los beneficiarios; por un menor, firma su padre, su madre o su tutor. Quien se nombre así debe vivir en EE. UU. o ser un banco autorizado. Solo si nada de eso funciona se acude a la corte.

Si tienen a una tercera persona de confianza, es mejor pedirle a su abogado que la agregue como segundo suplente en la sección 2.3.

2.6 Acceptance. A successor Trustee accepts the trust by signing a written acceptance or by beginning to act as Trustee.

Cómo acepta. No hace falta ceremonia: el sucesor acepta firmando una aceptación o, simplemente, empezando a actuar. Lo práctico es que firme una aceptación por escrito y la guarde con los originales.

2.7 Resignation. Any Trustee may resign by giving thirty (30) days' written notice to the Trustors, if living, or otherwise to the next successor Trustee and to the adult beneficiaries then entitled to receive distributions. A resignation does not end the Trustee's duty to account for the period in which he or she served.

Renuncia. Nadie está obligado a seguir para siempre. Quien quiera dejar el cargo avisa por escrito con 30 días de anticipación, y entra el siguiente. Al irse, debe rendir cuentas del tiempo que sirvió.

2.8 Compensation. The Trustors shall receive no compensation for serving as Trustees. Any other Trustee is entitled to reasonable compensation for services actually performed and to reimbursement of reasonable expenses properly incurred for the trust. A Trustee may waive compensation in whole or in part.

Pago al fiduciario. Ustedes no cobran por manejar su propio fideicomiso. Su hija o su hijo sí puede cobrar algo razonable por un trabajo que puede tomar meses, y recuperar sus gastos. Muchos hijos renuncian al pago, y la sección lo permite.

Que esté escrito evita resentimientos entre hermanos. Y si alguien cobra de más, en California un beneficiario puede pedirle a la corte que lo quite (Código de Sucesiones de California, art. 15642).

Artículo tres · La incapacidad

ARTICLE THREE. INCAPACITY.

3.1 When a Trustor is incapacitated. A Trustor shall be considered incapacitated if two (2) licensed physicians who have personally examined the Trustor certify in writing that the Trustor is unable to manage his or her financial affairs prudently, or if a court of competent jurisdiction has so determined.

Si un día no pueden decidir. Lo deciden dos médicos con licencia que lo hayan examinado, por escrito, o un juez. No un pariente «a ojo». Es una protección para usted: nadie puede quitarle el manejo de sus cosas antes de tiempo.

Algunos fideicomisos piden un solo médico, que es más rápido. Si lo prefieren así, cambien también la sección 3.2 (capítulo 11).

3.2 Restoration. A Trustor shall be considered restored to capacity when two (2) licensed physicians certify in writing that he or she is again able to manage those affairs. That Trustor may then resume serving as Trustee.

Si se recupera. Vuelve a mandar. La incapacidad no le quita nada de forma definitiva.

3.3 Medical information. Each Trustor shall sign a separate authorization under the Health Insurance Portability and Accountability Act (HIPAA) permitting his or her physicians to release to the other Trustor and to the successor Trustee the information needed to make these determinations.	***La autorización HIPAA.*** Los médicos no pueden darle información de salud a su familia sin un permiso por escrito. Por eso cada uno firma una autorización aparte, el mismo día, que incluya al otro cónyuge y al fiduciario sucesor. No necesita testigos ni *notary public* (capítulo 13).
3.4 Care during incapacity. While a Trustor is incapacitated, the Trustee shall pay to or apply for the benefit of the incapacitated Trustor, the other Trustor, and any of the Trustors' children who depend on them for support, as much of the income and principal of the trust estate as the Trustee considers necessary for their health, support, and maintenance in their accustomed manner of living. The Trustee shall give first priority to the needs of the incapacitated Trustor and shall continue to pay the expenses of the Trustors' residence. A Trustor's incapacity does not make this trust irrevocable.	***Quién cuida a quién mientras tanto.*** El fiduciario usa lo que hay en el fideicomiso para el cónyuge enfermo, para el otro y para los hijos que dependen de ustedes, con prioridad para quien está enfermo, y sigue pagando la casa. El fideicomiso sigue siendo revocable. Recuerde el límite: esta cláusula solo alcanza lo que está dentro del fideicomiso. Su 401(k), sus impuestos o los trámites de beneficios del gobierno necesitan un poder financiero duradero (capítulo 13).
3.5 Reliance. Any person may rely on the physicians' written certification, or on a court order, without further inquiry.	***El banco puede confiar.*** Con la carta de los médicos o la orden del juez, el banco o la compañía de título pueden aceptar al nuevo fiduciario sin más preguntas.

EXPEDIENTE RAMÍREZ

Las primeras líneas, ya llenas

Así quedaron los espacios del artículo uno al tres en el fideicomiso de Ernesto y Lupe:

- **1.1:** «We, ERNESTO RAMIREZ and GUADALUPE RAMIREZ, spouses, residing in Downey, Los Angeles County, California».
- **1.2:** «THE RAMIREZ FAMILY REVOCABLE TRUST», con la fecha del día de la firma, en 2026.
- **1.4:** «three children: SOFIA RAMIREZ, DANIEL RAMIREZ, and MATEO RAMIREZ». Borraron la cuarta línea.
- **2.3:** «SOFIA RAMIREZ, our daughter», y como suplente, «DANIEL RAMIREZ, our son». Los dos viven en EE. UU.: Sofía en Downey y Daniel en Houston.
- **3.3:** cada uno firmó su autorización HIPAA el mismo día que el fideicomiso (capítulo 13).

Antes de firmar, Sofía comprobó que «THE RAMIREZ FAMILY REVOCABLE TRUST» estuviera escrito igual en el fideicomiso, en la certificación y en la escritura nueva de la casa (capítulo 14).

Parte 2 · Sus bienes y sus derechos en vida

Artículo cuatro · Los bienes del fideicomiso y sus derechos

ARTICLE FOUR. TRUST PROPERTY AND THE TRUSTORS' RIGHTS DURING THEIR LIFETIMES.

4.1 Trust property. The trust estate consists of the property listed in Schedule A and any other property later transferred to and accepted by the Trustee. Listing an asset in Schedule A shows the Trustors' intent to transfer it, but real estate is transferred to the trust by a signed and recorded deed, and accounts and other registered assets by registering them in the name of the Trustee.

Lo que hay en la caja. El fideicomiso manda solo sobre lo que de verdad se pasó a su nombre. Esta sección lo dice en el propio documento: la lista del anexo A muestra su intención, pero la casa entra con una escritura registrada (capítulo 14) y las cuentas, cambiando el titular en el banco (capítulo 15).

Nueva York lo tiene en su ley (Ley de Sucesiones de Nueva York, EPTL 7-1.18). En los demás estados funciona igual en la práctica.

4.2 Additions. The Trustors, or any other person with the Trustee's consent, may add property to this trust at any time, by deed, assignment, change of registration, beneficiary designation, will, or any other method of transfer. Property added becomes part of the trust estate and is held under this instrument.

Agregar bienes. Pueden meter bienes cuando quieran: una cuenta nueva, otra propiedad, sus muebles y herramientas con la asignación por escrito (recurso 3). También llegan bienes al fallecer: por el testamento de respaldo (recurso 2) o porque un seguro de vida nombra al fideicomiso como beneficiario (capítulo 15).

4.3 Character of property. Community property transferred to this trust, and its proceeds and income, shall remain the community property of the Trustors while both are living. Separate property transferred to this trust, and its proceeds and income, shall remain the separate property of the Trustor who contributed it. Property the Trustors owned together in any other form, such as joint tenancy or tenancy by the entirety, shall be treated as contributed by them in equal shares unless the Trustee's records show otherwise. Transferring property to this trust does not change its character, and the Trustee shall keep records showing the character of each asset. [STATE NOTE: Community property applies in community-property states such as Arizona, California, and Texas. In other states, mark each asset in Schedule A as joint property or as the separate property of one Trustor.]

Gananciales y propios. En California, Texas y Arizona hay bienes gananciales: en general, lo que la pareja gana o compra durante el matrimonio es de los dos por mitad. Los bienes propios son lo que cada uno tenía antes de casarse o recibió por herencia o regalo, como el terreno que Ernesto heredó de su padre (capítulo 2). Esta sección dice que pasar los bienes al fideicomiso no les cambia ese carácter; en California lo dice también la ley (Código de Familia, art. 761).

Importa por dos razones. La primera, quién puede cambiar qué (sección 1.3). La segunda, los impuestos: cuando fallece uno, la ley federal permite ajustar al valor del día del fallecimiento (*step-up*) las dos mitades de un bien ganancial, no solo la del que falleció (Código de Impuestos Internos, art. 1014). Marquen el carácter de cada bien en el anexo A.

Ojo: en Florida, Nueva York e Illinois no hay gananciales. Marquen como «J» lo que está a nombre de los dos, y como propio de uno lo que heredó o es solo suyo.

4.4 Income and principal. While both Trustors are living, the Trustee shall pay to or apply for the benefit of the Trustors as much of the net income and principal of the community property and of the jointly contributed property as either Trustor requests, and as much of the net income and principal of each Trustor's separate property as that Trustor requests.

Ustedes siguen usando todo. Mientras vivan los dos, sacan lo que quieran, como siempre: de lo común, cualquiera de los dos; de lo propio, su dueño. Declaran sus impuestos con su número de siempre. Según el IRS, la mayoría de las personas con un fideicomiso en vida revocable no presenta una declaración aparte mientras vive (capítulo 3).

4.5 Residence. The Trustors, and after the death of one of them the surviving Trustor, have the right to possess and live in any residence held in this trust, without paying rent, for life or until this trust is revoked as to that residence, whichever happens first. The Trustors intend that this right qualify the residence for any homestead or homeowners' exemption available under state law. While a Trustor lives in the residence, the Trustee may pay its mortgage, property taxes, insurance, and repairs from the trust estate. [STATE NOTE: In Texas and Florida, homestead treatment depends on this right to live in the home. Keep this Section.]

Su casa. Ustedes viven en su casa sin pagar renta toda la vida, y el que sobreviva, también. Esta frase no es adorno. En Texas, para conservar la exención de vivienda principal (*homestead*), el fideicomiso debe darle ese derecho (Código de Impuestos de Texas, art. 11.13(j)). En Florida, el derecho de vivir en la casa desde ahora es lo que permite pedir el *homestead* (capítulo 14).

En California, pasar la casa a su propio fideicomiso revocable no la revalúa (Código de Ingresos e Impuestos de California, art. 62).

> **!** Ojo: en Texas y Florida, después de registrar la escritura, llame a la oficina de tasación de su condado: puede que tenga que volver a pedir la exención de *homestead* (capítulo 14).

4.6 How to amend or revoke. An amendment or revocation must be made by a written instrument, other than a will, that refers to this trust, is signed by the Trustor or Trustors entitled to make it under Section 1.3 or Section 5.2, and is delivered to the Trustee. Each amendment shall be signed with the same formalities used to sign this instrument. A complete restatement of this trust is an amendment and does not require any new transfer of trust property. [STATE NOTE: In Florida, an amendment that changes what happens at death must be signed with the formalities of a will, with two witnesses. In New York, an amendment must be acknowledged before a notary public or signed before two witnesses.]

Cómo se cambia o se deshace. Por escrito, mencionando el fideicomiso, firmado por quien tenga derecho según la sección 1.3 (o la 5.2, si ya falleció uno de ustedes) y entregado al fiduciario. Hoy los fiduciarios son ustedes mismos: basta con guardarlo junto al original. No valen un cambio de palabra ni una nota en el margen.

Firmen cada enmienda con las mismas formalidades que el original: si usaron *notary public* y testigos, repítanlos. Si los cambios son muchos, conviene una reformulación completa (*restatement*): conserva el mismo fideicomiso, con su nombre y su fecha, y no hay que volver a pasar los bienes (capítulo 20).

> **!** Ojo: en Florida, un cambio a lo que pasa al fallecer se firma con dos testigos, como un testamento. En Nueva York, ante *notary public* o ante dos testigos (capítulo 20).

4.7 Return of property on revocation. If this trust is revoked as to any property, the Trustee shall promptly deliver that property to the Trustor or Trustors entitled to it: community property to both Trustors as their community property, separate property to the Trustor who contributed it, and other property to the Trustors in the shares in which they contributed it.

Si lo deshacen. Cada bien regresa a quien corresponde: lo ganancial, a los dos; lo propio, a su dueño; lo demás, en la parte que puso cada uno. Si revocan, recuerden hacer también la escritura y los cambios de cuenta de regreso.

4.8 Agent under a power of attorney. An agent acting under a Trustor's durable power of attorney may transfer that Trustor's property to the Trustee to be added to this trust. The agent may not amend or revoke this trust.

Su agente con poder financiero. Si uno de ustedes pierde la capacidad antes de terminar el fondeo, su agente puede pasar bienes al fideicomiso, si el poder también se lo permite (capítulo 8). Lo que no puede es cambiar ni revocar el fideicomiso.

En California, para que un agente pueda hacerlo, lo tiene que permitir el propio fideicomiso; en Florida, además, usted debe poner sus iniciales junto a esa facultad en el poder (capítulo 13). Si quiere darle ese permiso, es un tema para su abogado.

Parte 3 · Cuando fallecen

Artículo cinco · El reparto

ARTICLE FIVE. DISTRIBUTION AFTER DEATH.

5.1 Death of the first Trustor. Upon the death of the first Trustor to die, the surviving Trustor shall continue as sole Trustee, and the trust estate shall continue to be held for the benefit of the surviving Trustor as provided in Article Four. Sections 5.2 and 5.3 state the surviving Trustor's rights during that period.

Al fallecer el primero. Para el que sobrevive, la vida diaria no cambia: sigue en su casa y sigue manejando todo como único fiduciario, sin corte (capítulo 11). En este modelo, todo el fideicomiso sigue siendo para él o para ella: no se divide en partes ni se vuelve irrevocable. Las dos secciones siguientes lo dicen con detalle.

5.2 Surviving Trustor's rights. After the death of the first Trustor, this trust remains revocable as to the entire trust estate, including the property contributed by the deceased Trustor and any property added to this trust because of his or her death. The surviving Trustor, acting alone, may amend or revoke this trust, in whole or in part, in the manner stated in Section 4.6. The Trustee shall pay to or apply for the benefit of the surviving Trustor as much of the net income and principal of the trust estate as the surviving Trustor requests. If the surviving Trustor revokes this trust as to any property, the Trustee shall deliver that property to the surviving Trustor. Any part of the trust estate that the surviving Trustor has not withdrawn or disposed of by amendment shall be distributed at his or her death as provided in this Article.

Lo que puede hacer el que sobrevive. Todo el fideicomiso, incluido lo que aportó el que falleció, sigue siendo suyo para usar, cambiar o revocar, sin pedirle firma a nadie. Si un día necesita vender la casa, mudarse o ajustar el reparto, lo hace con una enmienda (sección 4.6). Lo que quede a su fallecimiento se reparte como dice este artículo.

5.3 No division at the first death. At the death of the first Trustor, the Trustee shall not divide the trust estate into separate shares or separate trusts, and no part of this trust becomes irrevocable. The surviving Trustor may continue to live in any residence held in this trust as provided in Section 4.5. The Trustee may pay the deceased Trustor's debts, expenses, and taxes as provided in Section 8.5, and shall keep a record of the trust property and its value on the date of the deceased Trustor's death. [DRAFTING NOTE: Some couples, especially blended families or couples with larger estates, prefer that the portion of the trust attributable to the deceased Trustor be separated and become irrevocable at the first death. That requires different provisions. Have a lawyer licensed in your state prepare them.]

Sin dividir nada. Al primer fallecimiento no se separan bienes ni se abren cuentas aparte, y el fideicomiso sigue siendo revocable. Por eso, en general, todavía no hacen falta el número de impuestos nuevo (EIN) ni los avisos que la ley pide cuando un fideicomiso se vuelve irrevocable: llegan al fallecer el segundo (sección 8.3 y capítulo 21). Sí guarden el valor de cada bien al día del fallecimiento, por el ajuste de la base (*step-up*) de la sección 4.3, y pidan orientación a un contador o a un abogado.

Una decisión para pensar. La sencillez tiene un precio: el que sobrevive podría cambiar el reparto que decidieron juntos, por ejemplo si se vuelve a casar. Algunas parejas, sobre todo las familias reconstituidas (con hijos de otra relación) o las de patrimonio más grande, prefieren separar la parte del que falleció y dejarla fija desde el primer fallecimiento. Eso pide otra redacción, preparada por un abogado con licencia en su estado (capítulos 8 y 18).

> **!** Ojo: con hijos de otra relación, o con un patrimonio cerca del impuesto estatal de Nueva York o Illinois, no firmen este artículo sin hablar antes con un abogado (capítulos 8 y 18).

5.4 Specific gifts. After the death of the surviving Trustor, and before dividing the trust estate under Section 5.6, the Trustee shall distribute the following gifts to the following beneficiaries, if they survive the surviving Trustor:

(a) To _____ (beneficiary full legal name): _____ (description of the gift)

(b) To _____ (beneficiary full legal name): _____ (description of the gift)

(c) To _____ (beneficiary full legal name): _____ (description of the gift)

If a beneficiary of a gift under this Section does not survive the surviving Trustor, the gift lapses and becomes part of the remaining trust estate. If no gift is written in this Section, the Trustors make no specific gifts.

Regalos específicos (opcional). Si quieren que algo concreto vaya a una persona, escríbanlo aquí, por ejemplo: «To our niece [nombre]: the gold necklace that belonged to her grandmother». Describan el bien de forma que no admita dos lecturas. Si no usan esta sección, escriban «None» en la primera línea.

Si la persona falleció antes, el regalo vuelve al reparto general. Y recuerden que el regalo solo funciona si el bien está dentro del fideicomiso: para joyas y muebles, la asignación por escrito (recurso 3).

5.5 Personal belongings. After the death of the surviving Trustor, the Trustee shall distribute the Trustors' household furniture, clothing, jewelry, photographs, and other personal belongings not given under Section 5.4 to the Trustors' children who survive the surviving Trustor, as they agree among themselves. If they do not agree within ninety (90) days after the surviving Trustor's death, the Trustee shall divide those items among them in shares of approximately equal value, as the Trustee decides. The Trustee may sell any item that no child wants and add the proceeds to the trust estate.

Las cosas de la casa. Los muebles, las fotos y las joyas valen poco dinero, pero causan muchas peleas. Aquí los hijos se las reparten como acuerden; si en 90 días no se ponen de acuerdo, el fiduciario decide, en partes de valor parecido. Para que estas cosas estén dentro del fideicomiso, firmen la asignación de bienes sin título (recurso 3).

5.6 Division into shares. Upon the death of the surviving Trustor, and after payment of the expenses of last illness and funeral, debts, and the costs of administration, the Trustee shall divide the remaining trust estate into equal shares: one share for each child of the Trustors who is then living, and one share for each child who has died leaving descendants then living.

El reparto entre sus hijos. Cuando faltan los dos, primero se pagan los gastos y las deudas. Después se reparte en partes iguales: una por cada hijo vivo y una por cada hijo que haya fallecido dejando hijos. La parte de un hijo que falte antes no se pierde (capítulo 11).

Si quieren partes distintas, pídanle a su abogado que lo escriba aquí con porcentajes exactos, y escriban el porqué en una carta aparte para sus hijos (capítulo 10).

5.7 Share of a child under the Distribution Age. The share of any child who has not reached age _____ (the "Distribution Age") shall be held by the Trustee in a separate trust for that child. The Trustee shall pay to or for the benefit of the child as much of the income and principal as the Trustee considers necessary for the child's health, education, support, and maintenance. When the child reaches the Distribution Age, the Trustee shall distribute the remaining balance to the child outright.

age in words and numbers, e.g., twenty-five (25)

La edad para recibir. Escriban la edad en letras y en número, por ejemplo «twenty-five (25)». Muchas familias eligen 25. Hasta esa edad, la parte del hijo queda en un fideicomiso separado, y el fiduciario la usa para su salud, su educación y su sustento. A esa edad, el hijo recibe lo que quede.

Si prefieren entregar por etapas (por ejemplo, un tercio a los 25, la mitad del resto a los 30 y lo demás a los 35), pídanle a su abogado que redacte esta sección así (capítulo 10).

5.8 Other shares. Each other share shall be distributed outright, except that the share for a deceased child shall be distributed to his or her then living descendants by right of representation, and the portion for any such descendant who has not reached the Distribution Age shall be held in a separate trust on the terms set out in Section 5.7.

Por derecho de representación. Si un hijo fallece antes, sus hijos toman su lugar y se reparten su parte, también con la regla de la edad. Fue lo que pidió Sofía Ramírez: que la protección alcanzara a los nietos (capítulo 11). La sección 10.3 explica la cuenta.

5.9 The residence. The Trustee may sell the Trustors' residence, may rent it while a sale is pending, or may distribute it to one or more beneficiaries as part of their shares, valued at its fair market value as determined by an independent licensed appraiser.

La casa. Es lo que más vale y lo que más pelea causa. El fiduciario puede venderla, rentarla mientras se vende, o entregársela a uno o varios hijos como parte de su herencia, al valor que fije un tasador independiente (sección 10.7), no al que alguien imagine.

Si quieren otra regla, como darle a un hijo el derecho de comprarla o de vivir en ella un tiempo, escríbanla aquí con su abogado (capítulo 10).

! Ojo: en California, el hijo que reciba la casa conserva el impuesto bajo de sus padres solo si se muda a ella y pide la exención en un año (Proposición 19, capítulo 14).

5.10 Contingent beneficiaries. If at any time no child or other descendant of the Trustors is living to receive any part of the trust estate under this Article, the Trustee shall distribute that part to _____ (contingent beneficiary full legal name), _____ (relationship), and _____ (contingent beneficiary full legal name), _____ (relationship), in equal shares, or all to the survivor of them. If neither of them is then living, the Trustee shall distribute that part one-half to the heirs of each Trustor, determined under the law of the state named in Section 9.1 as if that Trustor had died at that time, unmarried and without a will.

Si no queda ningún descendiente. Es poco probable, pero hay que decirlo: si no quedan hijos ni nietos, ¿quién recibe? Pueden ser hermanos, sobrinos o ahijados. Escriban nombres completos. Si tampoco viven, la última red es la ley: la mitad para los herederos de cada uno de ustedes.

Un beneficiario puede vivir en otro país; el fiduciario, mejor que no (capítulo 18).

5.11 Survival. For purposes of this Article, a beneficiary who does not survive the surviving Trustor by thirty (30) days shall be treated as having died before the surviving Trustor. If the Trustors die at the same time, or in circumstances in which the order of their deaths cannot be established, the provisions of this Article that apply after the death of the surviving Trustor apply to the entire trust estate.

Sobrevivir 30 días. Si un beneficiario fallece pocos días después que ustedes, su parte no se va a su propia herencia, con otro trámite: se reparte como si hubiera fallecido antes. Y si ustedes dos fallecen juntos, por ejemplo en un accidente, se aplica directamente el reparto a sus hijos.

Cómo funciona el artículo cinco, en una familia de ejemplo

Imagine a Marisol y Javier, con dos hijos: Ana, de 31 años, y Luis, de 17. Eligieron 25 como edad para recibir.

- **Fallece Javier.** Marisol sigue en la casa y maneja todo, sin corte y sin dividir nada. Todo el fideicomiso sigue siendo suyo: lo usa y, si un día lo necesita, lo puede cambiar.
- **Años después fallece Marisol.** Luis tiene 20. Se pagan gastos y deudas y se hacen dos partes iguales.
- **Ana**, que ya pasó de 25, recibe su mitad directamente.
- **La mitad de Luis** queda en un fideicomiso separado hasta sus 25. Mientras tanto, la fiduciaria paga su universidad y su sustento. A los 25 recibe lo que quede.

Artículo seis · La protección de los beneficiarios

ARTICLE SIX. PROTECTION OF BENEFICIARIES.

6.1 Separate trusts. For each separate trust held under Section 5.7 or 5.8:

(a) In deciding on distributions, the Trustee may consider the beneficiary’s other income and resources known to the Trustee.

(b) The Trustee may make distributions directly to the beneficiary, to the beneficiary’s guardian or the adult with whom the beneficiary lives, to a custodian for the beneficiary under any transfers-to-minors law, or by paying the beneficiary’s expenses directly.

(c) If the beneficiary dies before reaching the Distribution Age, the Trustee shall distribute the remaining balance to his or her then living descendants by right of representation or, if none, to the Trustors’ then living descendants by right of representation, subject to Section 5.7 for any of them who has not reached the Distribution Age.

Los fideicomisos separados. Así se manejan las partes que quedan guardadas para un hijo o un nieto que no ha llegado a la edad elegida. El fiduciario puede tener en cuenta otros ingresos del joven, pagar directamente la escuela o el médico, o entregarle el dinero a quien lo cría. Si el joven fallece antes de esa edad, su parte pasa a sus hijos o, si no los tiene, a los demás descendientes de ustedes.

6.2 Beneficiary with a disability. If a beneficiary who is entitled to receive property outright is, in the Trustee's judgment, unable to manage it prudently because of illness or disability, or receives or may qualify for public benefits that depend on need, the Trustee may continue to hold that property in a separate trust for the beneficiary. The Trustee may then pay to or for the beneficiary as much of the income and principal as the Trustee, in the Trustee's sole discretion, considers advisable for the beneficiary's well-being, taking into account any public benefits the beneficiary receives. At the beneficiary's death, the Trustee shall distribute the remaining balance as provided in Section 6.1(c). [DRAFTING NOTE: This Section is not a special needs trust. If a beneficiary receives or may need SSI or Medicaid, have a lawyer licensed in your state prepare the proper provisions before signing.]

Un beneficiario con discapacidad. Esta sección permite que el fiduciario no le entregue de golpe su parte a un hijo o nieto que no puede manejarla, y que la use con cuidado. Pero no es un fideicomiso para necesidades especiales (*special needs trust*). Si su hijo recibe SSI o Medicaid, una herencia mal planeada le puede quitar esos beneficios (capítulo 18). Ese caso necesita un abogado antes de firmar (capítulo 8).

Ojo: si un hijo recibe SSI o Medicaid, o podría necesitarlos, no firme este modelo sin que un abogado agregue un fideicomiso para necesidades especiales.

6.3 Gifts to young beneficiaries. If any property becomes distributable outright to a beneficiary who has not reached the Distribution Age, and Section 5.7 or 5.8 does not already apply, the Trustee may hold it in a separate trust for that beneficiary on the terms of Section 5.7, or may distribute it to a custodian for the beneficiary under any transfers-to-minors law.

Regalos a jóvenes. Si un regalo específico o un beneficiario de respaldo resulta ser menor de la edad elegida, su parte tampoco se le entrega directo: queda en un fideicomiso con las mismas reglas, o con un custodio que reconoce la ley. Así no hace falta que un juez nombre a nadie para manejarla (capítulo 11).

6.4 Guardian and household. The guardian of any minor child of the Trustors is nominated in the Trustors' wills, not in this instrument. The Trustee may pay to the guardian, or to the adult with whom a minor beneficiary lives, amounts for the beneficiary's care, and may pay a reasonable part of household expenses that benefit the beneficiary, such as housing, food, and transportation. The Trustee may ask for reasonable proof of how those amounts are used.

El tutor y el fiduciario. El tutor de sus hijos se nombra en el testamento (recurso 2 y capítulo 12), no aquí. El tutor cría; el fiduciario administra el dinero. Esta sección los conecta: el fiduciario puede darle al tutor lo necesario para el niño y pagar una parte justa de la renta, la comida o el transporte de la casa donde vive.

En el caso de los Ramírez, Rosa criaría a Mateo y Sofía le entregaría lo necesario (capítulo 10).

6.5 Spendthrift provision. To the extent permitted by law, no beneficiary may sell, assign, pledge, or otherwise transfer any interest in the income or principal of this trust before actually receiving it, and no such interest is subject to the claims of the beneficiary's creditors, to attachment, or to other legal process before the beneficiary actually receives it. This Section does not limit the Trustors' rights under Article Four and does not protect a Trustor's property from the Trustor's own creditors.

Protección frente a las deudas del heredero.
Mientras la herencia siga dentro del fideicomiso, su hijo no puede venderla ni prometerla, y sus acreedores no pueden cobrarse de ella, en la medida en que la ley lo permita. Lo que ya recibió en la mano sí queda expuesto.

Esta protección no es para ustedes: un fideicomiso revocable no protege sus bienes de sus propias deudas (capítulo 3).

Parte 4 · El fiduciario: poderes y deberes

Artículo siete · Lo que puede hacer el fiduciario

ARTICLE SEVEN. POWERS OF THE TRUSTEE.

7.1 Powers. In addition to the powers granted by the law of the state named in Section 9.1, the Trustee may exercise the following powers without the approval or supervision of any court:

(a) to sell, exchange, lease, or rent any trust property, including the Trustors' residence, at public or private sale, for cash or on credit;

(b) to pay any mortgage, property taxes, insurance premiums, utilities, and repairs on trust property, and to refinance or encumber trust property when the Trustee considers it advisable;

Sin pedirle permiso a un juez. «Sin la aprobación ni la supervisión de ninguna corte»: esa es la diferencia con el probate, donde muchas decisiones pasan por un juez y tardan meses (capítulo 2).

El fiduciario puede vender o rentar la casa si la familia necesita tiempo para decidir, y pagar la hipoteca, los impuestos y el seguro para que nadie pierda la casa por pagos atrasados. Para eso tiene que haber dinero dentro del fideicomiso: por eso se fondean también las cuentas (capítulo 15).

(c) to sign deeds, contracts, and any other documents needed to buy, sell, manage, improve, or transfer real estate;

(d) to open, maintain, and close bank, credit union, and brokerage accounts in the name of the Trustee, to deposit and withdraw funds, and to sign checks;

(e) to keep any property received from the Trustors, including the residence, for as long as the Trustee considers advisable, and otherwise to invest and reinvest in any kind of property as a prudent investor would;

Casa, cuentas e inversiones. Firmar escrituras y contratos, abrir y cerrar cuentas a nombre del fiduciario, y conservar la casa familiar todo el tiempo que convenga, aunque no sea una inversión «diversificada». Cuando invierta, debe hacerlo con la prudencia de una persona cuidadosa.

(f) to collect money owed to the trust, including life insurance proceeds and retirement benefits payable to the Trustee, and to make any related elections;

(g) to prepare, sign, and file tax returns, pay taxes, make tax elections, and obtain a taxpayer identification number for the trust when the law requires one;

(h) to hire and pay attorneys, accountants, appraisers, real estate agents, investment advisers, and other professionals, and to rely on their advice;

(i) to settle, compromise, or defend any claim for or against the trust;

Cobros, impuestos y ayuda profesional. Cobrar un seguro o una cuenta de retiro que nombre al fideicomiso, presentar las declaraciones de impuestos y sacar el número del fideicomiso cuando haga falta (capítulo 21), contratar a un abogado, un contador o un tasador y pagarles con dinero del fideicomiso, y resolver reclamos. Su fiduciario no tiene que saberlo todo: tiene que saber pedir ayuda.

(j) to continue, manage, sell, or close any business interest held in the trust, subject to any operating or partnership agreement;

(k) to access, manage, transfer, and close digital assets and online accounts held in or related to the trust, including financial accounts and records kept electronically, to the extent permitted by law and by the terms of service of each account;

(l) to hold, manage, and sell property located outside the state named in Section 9.1 or outside the United States, and for that purpose to sign any document, appoint a local agent, and take any other step needed, recognizing that property located in another country is governed by the law of that country and may require separate arrangements there;

Negocio, cuentas digitales y bienes en otro lugar. Si hay un negocio o una participación en una LLC dentro del fideicomiso, el fiduciario puede seguirlo, venderlo o cerrarlo, respetando el acuerdo de operación (capítulo 15). Puede manejar cuentas en línea y archivos digitales, dentro de lo que permitan la ley y las condiciones de cada servicio. Y puede manejar bienes en otro estado o en otro país, pero allá manda la ley del lugar.

! Ojo: su casa o terreno en México no pasa por este fideicomiso aunque lo escriba en la lista. Allá rige la ley mexicana: necesita su propio testamento (capítulo 17).

(m) to divide or distribute trust property in cash or in kind, or partly in each, and in shares that need not be identical in composition, valuing property at its fair market value on the date of division or distribution;

(n) to keep the trust property insured;

(o) to deal with any government agency and any financial institution in matters concerning trust property; and

(p) to sign and deliver any document and take any other action needed to carry out the purposes of this trust.

Repartir y cerrar. Puede entregar los bienes en dinero o en especie (por ejemplo, la casa a un hijo y dinero a los otros), valuándolos a su valor de mercado; mantenerlos asegurados; tratar con oficinas del gobierno y con bancos, y firmar lo que haga falta para cumplir sus instrucciones.

7.2 No bond. No bond or other security shall be required of any Trustee named in this instrument or appointed under Section 2.5, whether acting alone or with others, in any jurisdiction.

Sin fianza. Una fianza (*bond*) es una especie de seguro que una corte puede exigir a quien administra bienes ajenos, y su costo sale de la herencia. Aquí no se exige. Pero el fiduciario no queda por encima de la ley: en California, un beneficiario puede pedir que lo quiten si no cumple, si no actúa o si cobra de más (Código de Sucesiones, art. 15642).

7.3 Records. The Trustee shall keep complete records of the trust and shall report to the beneficiaries as required by law.

Registros. Recibos, estados de cuenta y una lista de lo que entró y salió. Las cuentas claras son el mejor remedio contra la desconfianza entre hermanos (capítulo 11). El artículo ocho dice a quién y cuándo informa.

7.4 Persons dealing with the Trustee. No person dealing with the Trustee need inquire into the Trustee's authority or see to the application of any money or property delivered to the Trustee.

Quienes tratan con el fiduciario. El comprador de la casa o el banco no tienen que investigar si el fiduciario puede firmar, ni vigilar qué hace con el dinero. Eso agiliza cualquier trámite.

Artículo ocho · Deberes, deudas e impuestos

ARTICLE EIGHT. DUTIES OF THE TRUSTEE; DEBTS AND TAXES.

8.1 Standard of conduct. The Trustee shall administer the trust in good faith, solely in the interests of the beneficiaries, impartially among them, and with the care of a prudent person. A Trustee who is also a beneficiary shall not favor his or her own interest over that of the other beneficiaries.

Cómo debe actuar. De buena fe, para todos los beneficiarios y sin favoritos. Lo más común es que el fiduciario sea también uno de los hijos que heredan. Puede serlo, pero debe actuar para todos, no para sí mismo (capítulo 10).

8.2 Information while the trust is revocable. While this trust is revocable, the Trustee's duties are owed to the Trustor or Trustors who may revoke it, and the Trustee need report only to them. If a Trustor is incapacitated and a person other than the Trustors is serving as Trustee, that Trustee shall report at least once a year to any living Trustor who is not incapacitated or, if none, to the Trustors' adult children.

Mientras sea revocable. El fiduciario les rinde cuentas solo a ustedes y, después del primer fallecimiento, solo al que sobrevive: sus hijos no tienen derecho a ver sus estados de cuenta. Pero si un día maneja el fideicomiso otra persona porque uno de ustedes está incapacitado, esa persona informa una vez al año al cónyuge que está bien o, si ninguno puede, a sus hijos adultos. Así nadie maneja su dinero a oscuras.

8.3 Notice after a death. After the death of a Trustor, the Trustee shall give any notices required by the law of the state named in Section 9.1 to the beneficiaries and to any other persons entitled to them, within the time that law requires. After this trust becomes irrevocable, the Trustee shall keep the beneficiaries reasonably informed about its administration and shall respond promptly to their reasonable requests for information. [STATE NOTE: Deadlines differ by state, for example 60 days in Arizona, California, and Florida, and 90 days in Illinois.]

Los avisos después de un fallecimiento. Cuando un fallecimiento vuelve irrevocable el fideicomiso (en este modelo, el del segundo de ustedes), la ley de varios estados obliga al fiduciario a avisar a los beneficiarios en un plazo: 60 días en California, Florida y Arizona; 90 días en Illinois. En California, el aviso va también a los herederos legales aunque no reciban nada, y les advierte que el plazo para impugnar es limitado. En Texas no hay aviso automático, pero si un beneficiario pide cuentas por escrito, el fiduciario tiene 90 días para entregarlas.

La guía 30·60·90 de su kit (recurso 10) y el capítulo 21 lo explican paso a paso.

Ojo: en California, ustedes no pueden eximir al fiduciario de este aviso. Si su fideicomiso deja fija la parte del primero que fallece, el aviso puede hacer falta desde ese primer fallecimiento.

8.4 Accounts. After any part of this trust becomes irrevocable, the Trustee shall provide, at least once a year and when the Trustee's service ends, a written account to each beneficiary then entitled to receive distributions from that part and to any other person entitled to it by law. Each account shall show the property on hand, receipts, payments (including the Trustee's compensation), and distributions. A beneficiary may waive an account in writing to the extent the law permits.

Las cuentas de cada año. Una vez al año, y al terminar, el fiduciario entrega por escrito qué hay, qué entró, qué pagó (incluido lo que cobró él) y qué repartió. Un beneficiario puede renunciar por escrito a recibirlas, si la ley de su estado lo permite. Es más de lo que exigen algunos estados, y está bien: la claridad evita pleitos.

8.5 Debts, expenses, and taxes. After the death of a Trustor, the Trustee may pay from the trust estate, to the extent they are not paid from other sources, the Trustor's legally enforceable debts, funeral and last-illness expenses, the costs of administering the trust and the Trustor's estate, and any estate, inheritance, or income taxes due because of the Trustor's death. The Trustee need not pay before it is due any debt secured by trust property, such as a mortgage on the residence. The Trustee may cooperate with, and make payments to, the personal representative of the Trustor's estate for these purposes.

Deudas, gastos e impuestos. Al fallecer cada uno, el fiduciario puede pagar con los bienes del fideicomiso, si no se pagan de otra forma, sus deudas, el funeral, los gastos de la última enfermedad y los del trámite. La hipoteca no se tiene que pagar de golpe: se sigue pagando cada mes.

Casi ninguna familia paga el impuesto federal a las herencias: en 2026, solo se paga por encima de $15,000,000 por persona (capítulo 5). Y en Florida, si no se abre un probate, los bienes del fideicomiso pueden quedar expuestos a reclamos de acreedores durante 2 años (capítulo 3).

Parte 5 · Disposiciones generales y definiciones

Artículo nueve · Disposiciones generales

ARTICLE NINE. GENERAL PROVISIONS.

9.1 Governing law. This trust is created under the law of the State of _____ (state). Its validity, interpretation, and administration are governed by that law, except that real property is also subject to the law of the place where it is located.

La ley de su estado. Escriban el estado donde viven. Si un día se mudan a otro estado, revisen el fideicomiso con un abogado de allá: las formalidades cambian (capítulo 20). Y una casa en otro estado sigue, además, las reglas de ese estado.

9.2 Severability. If any provision of this instrument is held invalid or unenforceable, the remaining provisions shall continue in full effect.

Si una parte no vale. Si un juez dijera que una frase no vale, el resto sigue en pie.

9.3 Interpretation. Headings are for convenience only. Words in the singular include the plural and the reverse, and words of one gender include the others, as the context requires.

Cómo se lee. Los títulos de cada sección sirven para ubicarse; lo que cuenta es el texto. «His or her», el singular y el plural se leen según el caso.

9.4 Wills and beneficiary designations. Each Trustor intends to sign a will that leaves to the Trustee of this trust any property not transferred to it during his or her lifetime. Property received by the Trustee under a will, a beneficiary designation, or a life insurance policy becomes part of the trust estate and is administered under this instrument. Retirement accounts and life insurance pass according to their beneficiary designations, not according to this instrument, unless the Trustee is named as beneficiary.

Testamentos y beneficiarios. Cada uno firma un testamento de respaldo (*pour-over will*) que manda al fideicomiso lo que haya quedado fuera (recurso 2). Es una red de seguridad: lo que recoge pasa primero por probate o por un trámite de herencia pequeña (capítulo 12).

Y su 401(k), su IRA y su seguro de vida van a quien diga el formulario de beneficiario, no a lo que diga este documento. El formulario gana (capítulo 15).

9.5 Certification of trust. Instead of providing a copy of this instrument, the Trustee may provide a certification of trust, in the form permitted by law, to any bank, title company, or other person dealing with the trust. Any person may rely on a certification of trust signed by the Trustee.

La certificación de fideicomiso. El banco no necesita leer quién hereda qué. Para eso está la certificación, un resumen de pocas páginas (recurso 4). En California la firman todos los fiduciarios ante *notary public* (Código de Sucesiones, art. 18100.5). Texas, Florida, Illinois y Arizona tienen leyes parecidas. Nueva York no tiene una ley general: allí cada banco usa sus propios formularios (capítulo 15).

9.6 Language. This instrument is signed in English, and the English text controls. Any translation or explanation in another language, including Spanish, is provided only to help the Trustors understand it.

El inglés manda. Ustedes firman la versión en inglés. Esta explicación en español es para entender, no para firmar: guárdenla junto al original, marcada «solo para entender» (capítulo 13). Un documento solo en español pediría traducción en cada ventanilla, y una sola palabra mal traducida puede cambiar quién manda (capítulo 19).

Artículo diez · Las definiciones

ARTICLE TEN. DEFINITIONS.

10.1 Trustors and Trustee. "Trustors" means the two persons named in Section 1.1, and "Trustor" means either of them. "Surviving Trustor" means the Trustor who survives the other, and "deceased Trustor" means the Trustor who dies first. "Trustee" means the Trustee or co-Trustees serving at any time, including any successor Trustee.

Las palabras definidas. Cuando el texto dice *Trustors*, son ustedes dos; *surviving Trustor*, el que sobrevive, y *deceased Trustor*, el primero que fallece. *Trustee* es quien esté administrando en ese momento, sea una persona o varias, incluido el sucesor.

10.2 Children and descendants. The children of a person include children born to or adopted by that person. A person adopted before reaching age eighteen (18) is treated as a child of the adopting parent. Stepchildren and foster children are not included unless named in Section 1.4. "Descendants" means children, grandchildren, and more remote descendants, determined in the same way. The Trustors' descendants are the Trustors' children described in Section 1.4 and their descendants.

Hijos y descendientes. Los hijos adoptados cuentan igual que los biológicos. Los hijastros y los hijos de crianza, no, salvo que los nombren en la sección 1.4 (capítulo 18). Descendientes son los hijos, los nietos, los bisnietos y los que sigan.

10.3 By right of representation. Property distributed to the descendants of a person "by right of representation" is divided into equal shares at the level of that person's children: one share for each child then living and one share for each child who has died leaving descendants then living. The share of each deceased child is divided among his or her descendants in the same way.	***Derecho de representación.*** Así se hace la cuenta. Imagine tres hijos, y que uno falleció antes dejando dos hijos. La herencia se divide en tres partes: cada hijo vivo recibe un tercio, y los dos nietos se reparten el tercio de su papá, un sexto cada uno.
10.4 Incapacitated. "Incapacitated" has the meaning given in Section 3.1. A beneficiary other than a Trustor is also incapacitated while he or she is a minor, or while a court-appointed guardian or conservator of his or her estate is serving.	***Incapacidad.*** Para ustedes, la regla de los dos médicos del artículo tres. Para un beneficiario, también cuenta ser menor de edad o tener un tutor o curador nombrado por la corte para sus bienes.
10.5 Education. "Education" includes preschool, primary and secondary school, college and university, graduate and professional school, and vocational, technical, and trade training, together with reasonably related tuition, books, supplies, equipment, housing, and travel.	***Educación.*** La palabra es amplia a propósito: desde el kínder hasta la universidad, y también un oficio técnico, con libros, equipo, vivienda y transporte. Si quieren dar prioridad a algo, escríbanlo (capítulo 11).
10.6 Residence. "Residence" means any real property held in this trust that a Trustor uses as a principal residence, and the proceeds of its sale.	***Residencia.*** La casa donde viven. Si la venden y compran otra, la nueva; y mientras tanto, el dinero de la venta.
10.7 Independent licensed appraiser. "Independent licensed appraiser" means an appraiser licensed or certified in the state where the property is located who is not a beneficiary of this trust and is not related by blood or marriage to any beneficiary.	***Tasador independiente.*** Con licencia en el estado donde está la casa y sin parentesco con ningún heredero. Ni el compadre de un hermano ni la cuñada de otro. Así nadie puede decir que el precio estuvo arreglado.

Parte 6 · Firmas, testigos, *notary public* y anexo A

CERTIFICATION AND SIGNATURES. We certify that we have read this instrument, that it correctly states the terms on which the trust estate is to be held, managed, and distributed by the Trustee, and that we approve it. We sign it as Trustors and, to accept the trust, as the initial Trustees. Signed at _____ (city), _____ (state), on _____ (date of signing).

Las firmas. Aquí ustedes dicen que leyeron y aprueban todo, y firman dos veces en una: como fideicomitentes y como fiduciarios. La fecha debe ser la misma de la sección 1.2.

Se firma solo la versión para completar y firmar, la que está solo en inglés, nunca esta versión bilingüe. Por eso aquí no hay líneas de firma. El orden de las firmas de ese día está en el capítulo 13.

WITNESSES. [STATE NOTE: If the Trustors live in Florida, two witnesses are required because this instrument contains provisions that take effect at death. In New York, two witnesses are required unless the Trustors' signatures are acknowledged before a notary public. Witnesses should be adults who receive nothing under this trust and are not related to any beneficiary.] On the date stated above, each Trustor signed this instrument in our presence, and we, at the Trustors' request and in their presence and in the presence of each other, sign below as witnesses.

Los testigos. En Florida, quien vive allí firma el fideicomiso con las formalidades de un testamento: ante dos testigos que firman en presencia de ustedes y uno del otro. Sin ellos, lo que se dispone para después del fallecimiento no vale (Estatutos de Florida, arts. 736.0403 y 732.502). En Nueva York se firma ante *notary public* o ante dos testigos que también firman (EPTL 7-1.17).

En California y Texas la ley no exige testigos ni *notary public* para el fideicomiso; en Illinois y Arizona no encontramos ese requisito, así que confírmelo con su abogado. Si usan testigos, elijan adultos que no reciban nada y que no sean parientes de quien recibe (capítulo 13). Si no los usan, pueden quitar esta parte.

Ojo: en Florida, no firmen sin los dos testigos presentes. Firman ustedes y después cada testigo, todos en la misma reunión y viéndose unos a otros.

ACKNOWLEDGMENT. [NOTARY: Attach here the notary public's certificate of acknowledgment, in the form required by the state where this instrument is signed.]

El notary public. Al pie va el certificado de reconocimiento de firma (*acknowledgment*), que llena y firma el *notary public*. No lo imprimimos a propósito: cada estado tiene su propia redacción, y el *notary* usa la suya. Él comprueba su identidad y que firman por su voluntad; no es abogado ni da consejo legal (capítulo 4).

En California el *notary* no es obligatorio para el fideicomiso, pero se acostumbra; la certificación del fideicomiso y la escritura de la casa sí se firman ante él (capítulos 14 y 15). Nunca lleve este documento a un «notario» para que lo «legalice» (capítulo 9).

SCHEDULE A. TRUST PROPERTY. The Trustors have transferred, or intend to transfer, the following property to the Trustee of THE _____ (family name) FAMILY REVOCABLE TRUST dated _____ (date of signing). In the "Character" column, "CP" means community property, "J" means property owned jointly in any other form, "SP-1" means separate property of the Trustor named first in Section 1.1, and "SP-2" means separate property of the Trustor named second. Listing property here does not by itself transfer it: real estate requires a recorded deed, and accounts require a change of registration with the institution.

Anexo A · La lista de bienes. Una línea por bien. La casa, con su dirección y su número de parcela (*APN*), que aparece en su escritura. Cada cuenta, con el nombre del banco y solo los últimos 4 números: nunca el número completo, porque este anexo lo verán otras personas. Y lo demás que pase al fideicomiso.

En *Character*, escriban CP (ganancial), J (de los dos, de otra forma), SP-1 o SP-2 (propio de uno). En *How transferred*, cómo entró: «deed recorded», «account retitled», «POD to trust». Al pie, sus iniciales y la fecha.

No pongan aquí su 401(k), su IRA ni su seguro de vida: esos no se cambian de titular (capítulo 15). Anótelos en su inventario (recurso 6). Cada vez que agreguen un bien, agreguen una línea (capítulo 20).

EXPEDIENTE RAMÍREZ

El anexo A

Así quedó su anexo A, llenado con la lista de fondeo al lado:

- **Línea 1:** «Residence, Downey, California (legal description in recorded deed)», con el APN de la escritura de 2004 · CP · «deed recorded», con la fecha del registro en Norwalk.
- **Línea 2:** la cuenta de cheques conjunta, con el nombre del banco y los últimos 4 números · «account retitled».
- **Línea 3:** la cuenta de ahorros, igual.
- **Línea 4:** la cuenta de Jardines Ramírez · «POD to trust».
- **Línea 5:** «Tools and equipment, see assignment», la asignación del recurso 3.

No pusieron los carros ni la camioneta, que tienen beneficiario en el DMV, ni el 401(k) y el seguro de Lupe. Tampoco el terreno de Zamora: ese tiene su testamento en México (capítulo 17).

La certificación de fideicomiso (*certification of trust*)

El banco, la compañía de título y la casa de bolsa no le van a pedir este documento completo. Le van a pedir una certificación: unas pocas páginas que prueban que el fideicomiso existe, quién lo maneja y qué puede hacer, sin mostrar quién hereda qué (sección 9.5 y capítulo 15). Prepárenla con el recurso 4, con el mismo nombre y la misma fecha de la sección 1.2.

Firmen la certificación el mismo día: en California, todos los fiduciarios, ante notary public.

Antes de firmar

Revisen esta lista juntos, con el documento en la mesa. Si una casilla queda vacía, no firmen todavía.

Sus decisiones

- ☐ Llenamos la hoja de decisiones familiares (recurso 7): fiduciario sucesor y suplente, edad para recibir, regalos y beneficiarios de respaldo.
- ☐ Nuestro fiduciario sucesor y nuestro suplente aceptaron, y los dos viven en EE. UU.
- ☐ Decidimos qué pasa con la casa y cómo se fija su valor.

Los datos

- ☐ Cada nombre está escrito exactamente como en la identificación de la persona, con la misma ortografía en todas las secciones.
- ☐ El nombre y la fecha de la sección 1.2 coinciden con los de la certificación (recurso 4) y con los de la escritura nueva.
- ☐ Llenamos cada espacio en blanco o tachamos lo que no usamos, y borramos del archivo de Word las notas entre corchetes que ya no hacen falta.
- ☐ El documento dice «revocable» en el título y en la sección 1.3.

Su estado

- ☐ Sabemos qué pide nuestro estado para firmar: testigos, *notary public* o los dos (capítulos 7 y 13). En Florida, dos testigos.
- ☐ Revisamos el sitio oficial de nuestro estado que aparece en el capítulo 7, por si cambió algo.

El abogado

- ☐ Si marcamos alguna casilla de «Hable con un abogado» al principio de este recurso, un abogado con licencia en nuestro estado revisó el texto (capítulo 8), y comprobamos su licencia (capítulo 9).

El fondeo

- ☐ Sabemos quién prepara la escritura nueva de la casa y cuándo se registra en el condado (capítulo 14).
- ☐ Tenemos la lista de fondeo de cuentas y beneficiarios (recurso 8 y capítulo 15), y el anexo A coincide con ella.
- ☐ Preparamos también el testamento de respaldo con tutor (recurso 2), los poderes financieros, las directivas de salud y las autorizaciones HIPAA (capítulo 13).

Los originales

- ☐ Decidimos dónde guardaremos los originales: un lugar contra fuego que nuestro fiduciario sucesor pueda abrir, y él sabe dónde está, y dónde está la llave (capítulos 13 y 19).
- ☐ Guardaremos esta versión bilingüe junto al original, marcada «solo para entender».

VERSIÓN PARA COMPLETAR Y FIRMAR · SOLO INGLÉS

Es el mismo texto, palabra por palabra, de la versión de estudio. Complete los espacios, borre las notas entre corchetes cuando ya no hagan falta y fírmelo con las formalidades de su estado. También viene en Word, para editarlo en la computadora.

THE _____ FAMILY REVOCABLE TRUST

ARTICLE ONE. DECLARATION OF TRUST.

1.1 We, _____ (Trustor 1 full legal name) and _____ (Trustor 2 full legal name), spouses, residing in _____ (city), _____ (county) County, _____ (state) (the "Trustors"), declare that we hold in trust, as the initial Trustees, the property described in Schedule A and any property later transferred to the Trustee, on the terms stated in this instrument.

1.2 Name. This trust shall be known as THE _____ (family name) FAMILY REVOCABLE TRUST, dated _____ (date of signing). Title to trust assets may be taken as: "_____ (Trustor 1 full legal name) and _____ (Trustor 2 full legal name), Trustees of THE _____ (family name) FAMILY REVOCABLE TRUST dated _____ (date of signing)." Any description that identifies this trust by its name and date, or that refers to the Trustee of this trust, is sufficient.

1.3 Revocability. This trust is revocable. Either Trustor may revoke this trust as to community property. Any amendment affecting community property requires both Trustors acting jointly. Each Trustor may revoke or amend this trust as to his or her separate property. As to any other property the Trustors transfer to this trust together, each Trustor may revoke or amend this trust only as to the portion he or she contributed. Section 4.6 states how to amend or revoke this trust, and Section 5.2 states the surviving Trustor's rights after the death of the first Trustor.

1.4 Family. The Trustors have _____ (number) children: _____ (child 1 full legal name), _____ (child 2 full legal name), _____ (child 3 full legal name), and _____ (child 4 full legal name). All references in this instrument to "the Trustors' children," or to a "child of the Trustors," refer to them and to any child later born to or adopted by both Trustors.

[DRAFTING NOTE: Add or strike name lines as needed.]

ARTICLE TWO. TRUSTEES.

2.1 Initial Trustees. The Trustors shall serve as the initial co-Trustees. While both are serving, either of them acting alone may exercise any power of the Trustee, and any third party may rely on the signature of either one. The co-Trustees may also act together.

2.2 Remaining Trustor. If either Trustor dies, resigns, or becomes incapacitated, the other Trustor shall serve as sole Trustee.

2.3 Successor Trustee. If both Trustors are unable or unwilling to serve,

_____ (successor Trustee full legal name), _____ (relationship to the Trustors), shall serve as successor Trustee. If _____ (successor Trustee full legal name) is unable or unwilling to serve or to continue serving, _____ (alternate successor Trustee full legal name), _____ (relationship to the Trustors), shall serve as successor Trustee.

2.4 Authority of a successor Trustee. A successor Trustee shall have all the title, powers, and discretion given to the original Trustee, without the need for any court appointment or further transfer of the trust property.

2.5 If no named Trustee can serve. If no Trustee named in this instrument is able and willing to serve, the last serving Trustee may appoint a successor Trustee in a signed writing. If that Trustee does not do so, a majority of the beneficiaries then entitled to receive distributions (acting, for a minor or incapacitated beneficiary, through his or her parent or guardian) may appoint a successor Trustee in a signed writing. Any successor Trustee appointed under this Section must be an individual who resides in the United States, or a bank or trust company authorized to act as trustee in the United States. If no successor Trustee is appointed in this way, any beneficiary may ask a court to appoint one.

2.6 Acceptance. A successor Trustee accepts the trust by signing a written acceptance or by beginning to act as Trustee.

2.7 Resignation. Any Trustee may resign by giving thirty (30) days' written notice to the Trustors, if living, or otherwise to the next successor Trustee and to the adult beneficiaries then entitled to receive distributions. A resignation does not end the Trustee's duty to account for the period in which he or she served.

2.8 Compensation. The Trustors shall receive no compensation for serving as Trustees. Any other Trustee is entitled to reasonable compensation for services actually performed and to reimbursement of reasonable expenses properly incurred for the trust. A Trustee may waive compensation in whole or in part.

ARTICLE THREE. INCAPACITY.

3.1 When a Trustor is incapacitated. A Trustor shall be considered incapacitated if two (2) licensed physicians who have personally examined the Trustor certify in writing that the Trustor is unable to manage his or her financial affairs prudently, or if a court of competent jurisdiction has so determined.

3.2 Restoration. A Trustor shall be considered restored to capacity when two (2) licensed physicians certify in writing that he or she is again able to manage those affairs. That Trustor may then resume serving as Trustee.

3.3 Medical information. Each Trustor shall sign a separate authorization under the Health Insurance Portability and Accountability Act (HIPAA) permitting his or her physicians to release to the other Trustor and to the successor Trustee the information needed to make these determinations.

3.4 Care during incapacity. While a Trustor is incapacitated, the Trustee shall pay to or apply for the benefit of the incapacitated Trustor, the other Trustor, and any of the Trustors' children who depend on them for support, as much of the income and principal of the trust estate as the Trustee considers necessary for their health, support, and maintenance in their accustomed manner of living. The Trustee shall give first priority to the needs of the incapacitated Trustor and shall continue to pay the expenses of the Trustors' residence. A Trustor's incapacity does not make this trust irrevocable.

3.5 Reliance. Any person may rely on the physicians' written certification, or on a court order, without further inquiry.

ARTICLE FOUR. TRUST PROPERTY AND THE TRUSTORS' RIGHTS DURING THEIR LIFETIMES.

4.1 Trust property. The trust estate consists of the property listed in Schedule A and any other property later transferred to and accepted by the Trustee. Listing an asset in Schedule A shows the Trustors' intent to transfer it, but real estate is transferred to the trust by a signed and recorded deed, and accounts and other registered assets by registering them in the name of the Trustee.

4.2 Additions. The Trustors, or any other person with the Trustee's consent, may add property to this trust at any time, by deed, assignment, change of registration, beneficiary designation, will, or any other method of transfer. Property added becomes part of the trust estate and is held under this instrument.

4.3 Character of property. Community property transferred to this trust, and its proceeds and income, shall remain the community property of the Trustors while both are living. Separate property transferred to this trust, and its proceeds and income, shall remain the separate property of the Trustor who contributed it. Property the Trustors owned together in any other form, such as joint tenancy or tenancy by the entirety, shall be treated as contributed by them in equal shares unless the Trustee's records show otherwise. Transferring property to this trust does not change its character, and the Trustee shall keep records showing the character of each asset. [STATE NOTE: Community property applies in community-property states such as Arizona, California, and Texas. In other states, mark each asset in Schedule A as joint property or as the separate property of one Trustor.]

4.4 Income and principal. While both Trustors are living, the Trustee shall pay to or apply for the benefit of the Trustors as much of the net income and principal of the community property and of the

jointly contributed property as either Trustor requests, and as much of the net income and principal of each Trustor's separate property as that Trustor requests.

4.5 Residence. The Trustors, and after the death of one of them the surviving Trustor, have the right to possess and live in any residence held in this trust, without paying rent, for life or until this trust is revoked as to that residence, whichever happens first. The Trustors intend that this right qualify the residence for any homestead or homeowners' exemption available under state law. While a Trustor lives in the residence, the Trustee may pay its mortgage, property taxes, insurance, and repairs from the trust estate. [STATE NOTE: In Texas and Florida, homestead treatment depends on this right to live in the home. Keep this Section.]

4.6 How to amend or revoke. An amendment or revocation must be made by a written instrument, other than a will, that refers to this trust, is signed by the Trustor or Trustors entitled to make it under Section 1.3 or Section 5.2, and is delivered to the Trustee. Each amendment shall be signed with the same formalities used to sign this instrument. A complete restatement of this trust is an amendment and does not require any new transfer of trust property. [STATE NOTE: In Florida, an amendment that changes what happens at death must be signed with the formalities of a will, with two witnesses. In New York, an amendment must be acknowledged before a notary public or signed before two witnesses.]

4.7 Return of property on revocation. If this trust is revoked as to any property, the Trustee shall promptly deliver that property to the Trustor or Trustors entitled to it: community property to both Trustors as their community property, separate property to the Trustor who contributed it, and other property to the Trustors in the shares in which they contributed it.

4.8 Agent under a power of attorney. An agent acting under a Trustor's durable power of attorney may transfer that Trustor's property to the Trustee to be added to this trust. The agent may not amend or revoke this trust.

ARTICLE FIVE. DISTRIBUTION AFTER DEATH.

5.1 Death of the first Trustor. Upon the death of the first Trustor to die, the surviving Trustor shall continue as sole Trustee, and the trust estate shall continue to be held for the benefit of the surviving Trustor as provided in Article Four. Sections 5.2 and 5.3 state the surviving Trustor's rights during that period.

5.2 Surviving Trustor's rights. After the death of the first Trustor, this trust remains revocable as to the entire trust estate, including the property contributed by the deceased Trustor and any property added to this trust because of his or her death. The surviving Trustor, acting alone, may amend or revoke this trust, in whole or in part, in the manner stated in Section 4.6. The Trustee shall pay to or apply for the benefit of the surviving Trustor as much of the net income and principal of the trust estate as the surviving Trustor requests. If the surviving Trustor revokes this trust as to any property, the Trustee shall deliver that property to the surviving Trustor. Any part of the trust estate that the

surviving Trustor has not withdrawn or disposed of by amendment shall be distributed at his or her death as provided in this Article.

5.3 No division at the first death. At the death of the first Trustor, the Trustee shall not divide the trust estate into separate shares or separate trusts, and no part of this trust becomes irrevocable. The surviving Trustor may continue to live in any residence held in this trust as provided in Section 4.5. The Trustee may pay the deceased Trustor's debts, expenses, and taxes as provided in Section 8.5, and shall keep a record of the trust property and its value on the date of the deceased Trustor's death. [DRAFTING NOTE: Some couples, especially blended families or couples with larger estates, prefer that the portion of the trust attributable to the deceased Trustor be separated and become irrevocable at the first death. That requires different provisions. Have a lawyer licensed in your state prepare them.]

5.4 Specific gifts. After the death of the surviving Trustor, and before dividing the trust estate under Section 5.6, the Trustee shall distribute the following gifts to the following beneficiaries, if they survive the surviving Trustor:

(a) To _____ (beneficiary full legal name): _____ (description of the gift)

(b) To _____ (beneficiary full legal name): _____ (description of the gift)

(c) To _____ (beneficiary full legal name): _____ (description of the gift)

If a beneficiary of a gift under this Section does not survive the surviving Trustor, the gift lapses and becomes part of the remaining trust estate. If no gift is written in this Section, the Trustors make no specific gifts.

5.5 Personal belongings. After the death of the surviving Trustor, the Trustee shall distribute the Trustors' household furniture, clothing, jewelry, photographs, and other personal belongings not given under Section 5.4 to the Trustors' children who survive the surviving Trustor, as they agree among themselves. If they do not agree within ninety (90) days after the surviving Trustor's death, the Trustee shall divide those items among them in shares of approximately equal value, as the Trustee decides. The Trustee may sell any item that no child wants and add the proceeds to the trust estate.

5.6 Division into shares. Upon the death of the surviving Trustor, and after payment of the expenses of last illness and funeral, debts, and the costs of administration, the Trustee shall divide the remaining trust estate into equal shares: one share for each child of the Trustors who is then living, and one share for each child who has died leaving descendants then living.

5.7 Share of a child under the Distribution Age. The share of any child who has not reached age _____ (age in words and numbers, e.g., twenty-five (25)) (the "Distribution Age") shall be held by the Trustee in a separate trust for that child. The Trustee shall pay to or for the benefit of the child as much of the income and

principal as the Trustee considers necessary for the child's health, education, support, and maintenance. When the child reaches the Distribution Age, the Trustee shall distribute the remaining balance to the child outright.

5.8 Other shares. Each other share shall be distributed outright, except that the share for a deceased child shall be distributed to his or her then living descendants by right of representation, and the portion for any such descendant who has not reached the Distribution Age shall be held in a separate trust on the terms set out in Section 5.7.

5.9 The residence. The Trustee may sell the Trustors' residence, may rent it while a sale is pending, or may distribute it to one or more beneficiaries as part of their shares, valued at its fair market value as determined by an independent licensed appraiser.

5.10 Contingent beneficiaries. If at any time no child or other descendant of the Trustors is living to receive any part of the trust estate under this Article, the Trustee shall distribute that part to _____ (contingent beneficiary full legal name), _____ (relationship), and _____ (contingent beneficiary full legal name), _____ (relationship), in equal shares, or all to the survivor of them. If neither of them is then living, the Trustee shall distribute that part one-half to the heirs of each Trustor, determined under the law of the state named in Section 9.1 as if that Trustor had died at that time, unmarried and without a will.

5.11 Survival. For purposes of this Article, a beneficiary who does not survive the surviving Trustor by thirty (30) days shall be treated as having died before the surviving Trustor. If the Trustors die at the same time, or in circumstances in which the order of their deaths cannot be established, the provisions of this Article that apply after the death of the surviving Trustor apply to the entire trust estate.

ARTICLE SIX. PROTECTION OF BENEFICIARIES.

6.1 Separate trusts. For each separate trust held under Section 5.7 or 5.8:

(a) In deciding on distributions, the Trustee may consider the beneficiary's other income and resources known to the Trustee.

(b) The Trustee may make distributions directly to the beneficiary, to the beneficiary's guardian or the adult with whom the beneficiary lives, to a custodian for the beneficiary under any transfers-to-minors law, or by paying the beneficiary's expenses directly.

(c) If the beneficiary dies before reaching the Distribution Age, the Trustee shall distribute the remaining balance to his or her then living descendants by right of representation or, if none, to the Trustors' then living descendants by right of representation, subject to Section 5.7 for any of them who has not reached the Distribution Age.

6.2 Beneficiary with a disability. If a beneficiary who is entitled to receive property outright is, in the Trustee's judgment, unable to manage it prudently because of illness or disability, or receives or may qualify for public benefits that depend on need, the Trustee may continue to hold that property in a separate trust for the beneficiary. The Trustee may then pay to or for the beneficiary as much of the income and principal as the Trustee, in the Trustee's sole discretion, considers advisable for the beneficiary's well-being, taking into account any public benefits the beneficiary receives. At the beneficiary's death, the Trustee shall distribute the remaining balance as provided in Section 6.1(c). [DRAFTING NOTE: This Section is not a special needs trust. If a beneficiary receives or may need SSI or Medicaid, have a lawyer licensed in your state prepare the proper provisions before signing.]

6.3 Gifts to young beneficiaries. If any property becomes distributable outright to a beneficiary who has not reached the Distribution Age, and Section 5.7 or 5.8 does not already apply, the Trustee may hold it in a separate trust for that beneficiary on the terms of Section 5.7, or may distribute it to a custodian for the beneficiary under any transfers-to-minors law.

6.4 Guardian and household. The guardian of any minor child of the Trustors is nominated in the Trustors' wills, not in this instrument. The Trustee may pay to the guardian, or to the adult with whom a minor beneficiary lives, amounts for the beneficiary's care, and may pay a reasonable part of household expenses that benefit the beneficiary, such as housing, food, and transportation. The Trustee may ask for reasonable proof of how those amounts are used.

6.5 Spendthrift provision. To the extent permitted by law, no beneficiary may sell, assign, pledge, or otherwise transfer any interest in the income or principal of this trust before actually receiving it, and no such interest is subject to the claims of the beneficiary's creditors, to attachment, or to other legal process before the beneficiary actually receives it. This Section does not limit the Trustors' rights under Article Four and does not protect a Trustor's property from the Trustor's own creditors.

ARTICLE SEVEN. POWERS OF THE TRUSTEE.

7.1 Powers. In addition to the powers granted by the law of the state named in Section 9.1, the Trustee may exercise the following powers without the approval or supervision of any court:

(a) to sell, exchange, lease, or rent any trust property, including the Trustors' residence, at public or private sale, for cash or on credit;

(b) to pay any mortgage, property taxes, insurance premiums, utilities, and repairs on trust property, and to refinance or encumber trust property when the Trustee considers it advisable;

(c) to sign deeds, contracts, and any other documents needed to buy, sell, manage, improve, or transfer real estate;

(d) to open, maintain, and close bank, credit union, and brokerage accounts in the name of the Trustee, to deposit and withdraw funds, and to sign checks;

(e) to keep any property received from the Trustors, including the residence, for as long as the Trustee considers advisable, and otherwise to invest and reinvest in any kind of property as a prudent investor would;

(f) to collect money owed to the trust, including life insurance proceeds and retirement benefits payable to the Trustee, and to make any related elections;

(g) to prepare, sign, and file tax returns, pay taxes, make tax elections, and obtain a taxpayer identification number for the trust when the law requires one;

(h) to hire and pay attorneys, accountants, appraisers, real estate agents, investment advisers, and other professionals, and to rely on their advice;

(i) to settle, compromise, or defend any claim for or against the trust;

(j) to continue, manage, sell, or close any business interest held in the trust, subject to any operating or partnership agreement;

(k) to access, manage, transfer, and close digital assets and online accounts held in or related to the trust, including financial accounts and records kept electronically, to the extent permitted by law and by the terms of service of each account;

(l) to hold, manage, and sell property located outside the state named in Section 9.1 or outside the United States, and for that purpose to sign any document, appoint a local agent, and take any other step needed, recognizing that property located in another country is governed by the law of that country and may require separate arrangements there;

(m) to divide or distribute trust property in cash or in kind, or partly in each, and in shares that need not be identical in composition, valuing property at its fair market value on the date of division or distribution;

(n) to keep the trust property insured;

(o) to deal with any government agency and any financial institution in matters concerning trust property; and

(p) to sign and deliver any document and take any other action needed to carry out the purposes of this trust.

7.2 No bond. No bond or other security shall be required of any Trustee named in this instrument or appointed under Section 2.5, whether acting alone or with others, in any jurisdiction.

7.3 Records. The Trustee shall keep complete records of the trust and shall report to the beneficiaries as required by law.

7.4 Persons dealing with the Trustee. No person dealing with the Trustee need inquire into the Trustee's authority or see to the application of any money or property delivered to the Trustee.

ARTICLE EIGHT. DUTIES OF THE TRUSTEE; DEBTS AND TAXES.

8.1 Standard of conduct. The Trustee shall administer the trust in good faith, solely in the interests of the beneficiaries, impartially among them, and with the care of a prudent person. A Trustee who is also a beneficiary shall not favor his or her own interest over that of the other beneficiaries.

8.2 Information while the trust is revocable. While this trust is revocable, the Trustee's duties are owed to the Trustor or Trustors who may revoke it, and the Trustee need report only to them. If a Trustor is incapacitated and a person other than the Trustors is serving as Trustee, that Trustee shall report at least once a year to any living Trustor who is not incapacitated or, if none, to the Trustors' adult children.

8.3 Notice after a death. After the death of a Trustor, the Trustee shall give any notices required by the law of the state named in Section 9.1 to the beneficiaries and to any other persons entitled to them, within the time that law requires. After this trust becomes irrevocable, the Trustee shall keep the beneficiaries reasonably informed about its administration and shall respond promptly to their reasonable requests for information. [STATE NOTE: Deadlines differ by state, for example 60 days in Arizona, California, and Florida, and 90 days in Illinois.]

8.4 Accounts. After any part of this trust becomes irrevocable, the Trustee shall provide, at least once a year and when the Trustee's service ends, a written account to each beneficiary then entitled to receive distributions from that part and to any other person entitled to it by law. Each account shall show the property on hand, receipts, payments (including the Trustee's compensation), and distributions. A beneficiary may waive an account in writing to the extent the law permits.

8.5 Debts, expenses, and taxes. After the death of a Trustor, the Trustee may pay from the trust estate, to the extent they are not paid from other sources, the Trustor's legally enforceable debts, funeral and last-illness expenses, the costs of administering the trust and the Trustor's estate, and any estate, inheritance, or income taxes due because of the Trustor's death. The Trustee need not pay before it is due any debt secured by trust property, such as a mortgage on the residence. The Trustee may cooperate with, and make payments to, the personal representative of the Trustor's estate for these purposes.

ARTICLE NINE. GENERAL PROVISIONS.

9.1 Governing law. This trust is created under the law of the State of _____ (state). Its validity, interpretation, and administration are governed by that law, except that real property is also subject to the law of the place where it is located.

9.2 Severability. If any provision of this instrument is held invalid or unenforceable, the remaining provisions shall continue in full effect.

9.3 Interpretation. Headings are for convenience only. Words in the singular include the plural and the reverse, and words of one gender include the others, as the context requires.

9.4 Wills and beneficiary designations. Each Trustor intends to sign a will that leaves to the Trustee of this trust any property not transferred to it during his or her lifetime. Property received by the Trustee under a will, a beneficiary designation, or a life insurance policy becomes part of the trust estate and is administered under this instrument. Retirement accounts and life insurance pass according to their beneficiary designations, not according to this instrument, unless the Trustee is named as beneficiary.

9.5 Certification of trust. Instead of providing a copy of this instrument, the Trustee may provide a certification of trust, in the form permitted by law, to any bank, title company, or other person dealing with the trust. Any person may rely on a certification of trust signed by the Trustee.

9.6 Language. This instrument is signed in English, and the English text controls. Any translation or explanation in another language, including Spanish, is provided only to help the Trustors understand it.

ARTICLE TEN. DEFINITIONS.

10.1 Trustors and Trustee. "Trustors" means the two persons named in Section 1.1, and "Trustor" means either of them. "Surviving Trustor" means the Trustor who survives the other, and "deceased Trustor" means the Trustor who dies first. "Trustee" means the Trustee or co-Trustees serving at any time, including any successor Trustee.

10.2 Children and descendants. The children of a person include children born to or adopted by that person. A person adopted before reaching age eighteen (18) is treated as a child of the adopting parent. Stepchildren and foster children are not included unless named in Section 1.4. "Descendants" means children, grandchildren, and more remote descendants, determined in the same way. The Trustors' descendants are the Trustors' children described in Section 1.4 and their descendants.

10.3 By right of representation. Property distributed to the descendants of a person "by right of representation" is divided into equal shares at the level of that person's children: one share for each child then living and one share for each child who has died leaving descendants then living. The share of each deceased child is divided among his or her descendants in the same way.

10.4 Incapacitated. "Incapacitated" has the meaning given in Section 3.1. A beneficiary other than a Trustor is also incapacitated while he or she is a minor, or while a court-appointed guardian or conservator of his or her estate is serving.

10.5 Education. "Education" includes preschool, primary and secondary school, college and university, graduate and professional school, and vocational, technical, and trade training, together with reasonably related tuition, books, supplies, equipment, housing, and travel.

10.6 Residence. "Residence" means any real property held in this trust that a Trustor uses as a principal residence, and the proceeds of its sale.

10.7 Independent licensed appraiser. "Independent licensed appraiser" means an appraiser licensed or certified in the state where the property is located who is not a beneficiary of this trust and is not related by blood or marriage to any beneficiary.

CERTIFICATION AND SIGNATURES. We certify that we have read this instrument, that it correctly states the terms on which the trust estate is to be held, managed, and distributed by the Trustee, and that we approve it. We sign it as Trustors and, to accept the trust, as the initial Trustees. Signed at _____ (city), _____ (state), on _____ (date of signing).

Trustor 1 signature, as Trustor and as Trustee	Date Trustor 2 signature, as Trustor and as Trustee	Date

WITNESSES. [STATE NOTE: If the Trustors live in Florida, two witnesses are required because this instrument contains provisions that take effect at death. In New York, two witnesses are required unless the Trustors' signatures are acknowledged before a notary public. Witnesses should be adults who receive nothing under this trust and are not related to any beneficiary.] On the date stated above, each Trustor signed this instrument in our presence, and we, at the Trustors' request and in their presence and in the presence of each other, sign below as witnesses.

Witness 1 signature	Printed name and address Witness 2 signature	Printed name and address

ACKNOWLEDGMENT. [NOTARY: Attach here the notary public's certificate of acknowledgment, in the form required by the state where this instrument is signed.]

SCHEDULE A. TRUST PROPERTY. The Trustors have transferred, or intend to transfer, the following property to the Trustee of THE _____ (family name) FAMILY REVOCABLE TRUST dated _____ (date of signing). In the "Character" column, "CP" means community property, "J" means property owned jointly in any other form, "SP-1" means separate property of the Trustor named first in Section 1.1, and "SP-2" means separate property of the Trustor named second. Listing property here does not by itself transfer it: real estate requires a recorded deed, and accounts require a change of registration with the institution.

NO.	DESCRIPTION OF PROPERTY	LAST 4 DIGITS OR APN	CHARACTER	HOW TRANSFERRED	DATE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

Trustors' initials: _____ _____ Date: _____
Trustor 1 initials Trustor 2 initials date

Si usted es una sola persona

Este modelo está escrito para un matrimonio. Si usted es soltero, viudo o divorciado, no necesita otro documento: use el mismo y haga estos cambios en el archivo de Word. Lo demás queda igual.

LAS PALABRAS QUE CAMBIAN EN TODO EL DOCUMENTO

DONDE DICE	ESCRIBA
We, we, our	I, I, my
the Trustors, Trustors	the Trustor, Trustor
the Trustors' (con apóstrofo)	the Trustor's
a Trustor, either Trustor, each Trustor	the Trustor
the surviving Trustor	the Trustor
the Trustors' wills	the Trustor's will
co-Trustees, the initial Trustees	Trustee, the initial Trustee
spouses (sección 1.1)	se borra

Sección por sección

- **1.1:** «I, [su nombre], residing in [ciudad], [condado] County, [estado] (the "Trustor"), declare that I hold in trust, as the initial Trustee, …».
- **1.2:** la frase del título queda: «[su nombre], Trustee of THE [apellido] FAMILY REVOCABLE TRUST dated [fecha]». Si prefiere, puede quitar la palabra FAMILY; si lo hace, quítela igual en todas partes.
- **1.3:** deje solo esto: «This trust is revocable. The Trustor may revoke or amend this trust, in whole or in part, at any time. Section 4.6 states how to amend or revoke this trust.» Borre las oraciones sobre bienes gananciales, propios y aportados juntos.
- **1.4:** «The Trustor has [número] children: …», y al final, «any child later born to or adopted by the Trustor».
- **2.1:** «The Trustor shall serve as the initial Trustee.» Borre el resto de la sección.
- **2.2, 4.3, 5.2 y 5.3:** se quitan completas.
- **2.3:** empieza «If the Trustor is unable or unwilling to serve, …».
- **3.3:** la autorización HIPAA permite informar «to the successor Trustee».
- **3.4:** el fiduciario paga «for the benefit of the Trustor and any of the Trustor's children who depend on the Trustor for support». Borre «the other Trustor».
- **4.4:** «the Trustee shall pay to or apply for the benefit of the Trustor as much of the net income and principal as the Trustor requests.»
- **4.5:** «The Trustor has the right to possess and live in any residence held in this trust …». Borre «and after the death of one of them the surviving Trustor».

- **4.6:** el cambio lo firma «the Trustor». Borre «or Trustors entitled to make it under Section 1.3 or Section 5.2».
- **4.7:** «the Trustee shall promptly deliver that property to the Trustor.» Borre el resto de la oración.
- **5.1:** cámbiela por: «**5.1 Death of the Trustor.** Upon the death of the Trustor, the trust estate shall be distributed as provided in this Article.»
- **5.4 a 5.11:** donde dice «the surviving Trustor», escriba «the Trustor». En la 5.10, el final queda: «to the persons who would then be the Trustor's heirs under the law of the state named in Section 9.1, as if the Trustor had died at that time, unmarried and without a will». En la 5.11, borre la oración sobre fallecimientos al mismo tiempo.
- **8.2:** «While this trust is revocable, the Trustee's duties are owed to the Trustor. If the Trustor is incapacitated and another person is serving as Trustee, that Trustee shall report at least once a year to the Trustor's adult children.»
- **8.5:** «After the death of the Trustor, the Trustee may pay from the trust estate …».
- **10.1:** «"Trustor" means the person named in Section 1.1.» Borre las definiciones de «Surviving Trustor» y «deceased Trustor».
- **Firmas:** «I certify that I have read this instrument … I sign it as Trustor and, to accept the trust, as the initial Trustee.» Una sola línea de firma. En el párrafo de los testigos: «the Trustor signed this instrument in our presence, and we, at the Trustor's request and in his or her presence and in the presence of each other, …».
- **Anexo A:** borre la columna *Character* y su explicación, o escriba «S» (propio) en cada línea.

Así, las referencias internas, como «Section 5.7» o «Section 9.1», siguen apuntando al lugar correcto.

Dos casos que este cambio no resuelve. **Si usted está casado** y quiere un fideicomiso solo para usted, hable con un abogado antes: sobre todo en California, Texas y Arizona, parte de lo que tiene puede ser de su cónyuge (capítulo 2). **Si vive en unión libre**, este modelo de pareja casada no es para ustedes; lo más sencillo suele ser que cada uno haga el suyo con estos cambios y nombre a su pareja donde quiera protegerla, y que lo revise un abogado (capítulo 18).

No cambie los números de las secciones que quite: escriba «[Intentionally omitted]» en su lugar.