BOOK 120 PAGE FILED FOR RECORD 110224 SKIMANA CC. WASH BY *Pickko E. Arve*lo FILED IAN 3 1 1990 बेल्ड्ड^डारत 2 ladered, Die Survive Deck Clark Co Beiner 3 SUPERIOR COURT OF WASHINGTON FOR CLARK COUNTY 4 5 In re the Marriage of: USHS PIRKKO E. ARVELI 6 No. 89 3 01263 1 Petitioner, 7 and DECREE OF DISSOLUTION OF MARRIAGE MAURI S. ARVELI 8 Respondent. 9 10 THIS MATTER having come on regularly before the Court upon a Petition for Dissolution of 11 Marriage, Petitioner appearing in person and by counsel, DAYANN M. LIEBMAN, Respondent not appearing and an Order of Default, having been entered, and the Petitioner having been duly 12 13 sworn and examined, and the Court having been fully advised and having considered the 14 evidence, it is now, therefore, 15 ORDERED, ADJUDGED AND DECREED that the parties are hereby granted a dissolution of 16 marriage, fully, finally, and absolutely dissolving the bonds of matrimony between them. 17 18 IT IS FURTHER ORDERED, ADJUDGED AND DECREED as follows: 19 II PARENTING PLAN 20 Arrangements for the care and support of the dependent child shall be as set forth on the Parenting Plan attached hereto and by this reference incorporated herein. 21 22 III PROPERTY The parties own certain property which is hereby divided between them as described on the 23 24 exhibits attached hereto and by this reference incorporated herein. IV DEBTS 25 26 Any debts incurred subsequent to the date of separation shall be the responsibility of the party 27 who incurred said debts. Any debts incurred prior to the date of separation, with the exception 28 of encumbrances on properties awarded to Petitioner, shall be the responsibility of the

DECREE OF DISSOLUTION OF MARRIAGE-1

DAYANN M. LIEBMAN Aborney of Law 2008 Broadway Vancouver WA 98953 (206) 696-3525

Respondent, who shall hold the Petitioner harmless therefrom. Respondent shall also be responsible for, and hold Petitioner harmless from, any penalties and/or interest on the parties' 2 potential tax liability for tax year 1988. V MAINTENANCE Respondent shall be required to pay to the Petitioner, as and for spousal maintenance, the sum of 5. \$2000 per month for a period of thirty (30) months, followed by payment of the sum of \$1000 per 6 month for a period of thirty (30) months. Payments shall be due and payable on the first day of 7 each month. VI FÉES The Respondent shall be required to pay the sum of \$600 as reasonable attorney fees and costs of 10 the Petitioner, which amount shall constitute a judgment against the Respondent. 11 day of January, 1990. 12 13 .14 WBGE/COMMISSIONER 15 Presented by: 16 17 DAYANN M. LIEBMAN, WSB-11593 18 Attorney for Petitioner 19 Approved for entry: 20 2 PIRKKO E. ARVELL, Petitioner 21 22 23 24 25 26 27 28

DECREE OF DISSOLUTION OF MARRIAGE-2

Altorney at Law 2008 Broadway Vancouver, WA 98863 (208) 898-3525

PARENTING PLAN

1. ALLOCATION OF DECISION-MAKING AUTHORITY:

Both parents desire to remain responsible and active in their child's growth and development consistent with the best interests of the child. The parents will make a mutual effort to maintain open, ongoing communication concerning the development, needs and interests of the child and will discuss together any major decisions which have to be made about or for the child. The mother, after consultation with the other parent, shall have the final responsibility for making major decisions regarding the child.

Each parent shall have equal and independent authority to confer with school and other educational programs with regard to the child's progress, and each shall have free access to any records maintained by such programs.

The mother shall make all decisions regarding the education of the child after discussion with the other parent.

Each parent shall have authority to obtain emergency health care for the chid without the consent of the other parent. Each parent is to notify the other as soon as reasonably possible of any illness requiring medical attention, or of any emergency involving the child. Major decisions regarding optional or elective non-emergency medical care shall be made by the mother after consideration of the opinion of the other parent:

Each parent shall have an equal right to include the child in his or her religious activities and expressions. The child shall have the right to make her own religious choices as she matures.

II. RESIDENTIAL SCHEDULES

School Year: From one week prior to the commencement of the child's school year through the Saturday following its conclusion, the following shall be the child's residential schedule:

The child shall reside with the father on alternate weekends or at such other times as are agreed, and with the other parent the remainder of the time except as otherwise described in this plan.

Summer: During the school summer vacation, the above schedule shall continue, and in addition, the child shall reside with the father during his vacation. Proposed vacation dates shall be arranged by May 1 of each year.

Holidays: The major holidays shall be shared between the parents on such schedule as is later agreed. The child shall reside with the father for part of each Christmas and spring vacation.

The mother shall have the child each year for Mother's Day and the father shall have the child each year for Father's Day. Each parent shall have time with the child to celebrate her birthday.

PARENTING PLAN-1

Phone Access: The child shall have reasonable telephone access to the parent with whom she is not then residing without interference by the other parent.

Activities: Unless otherwise agreed, the child shall be accompanied to school, athletic or social events by the parent with whom she is then residing. The other parent shall not be restricted from attendance at those events, providing that such attendance is not disruptive to the other participants, including the child and accompanying parent.

Residential Change: In the event that the mother intends to change the residence of the child from the Clark County-Multnomah County area, she shall give at least 30 days written notice to the father, who, if the proposed move is disputed, shall have the right to have the matter decided on the motion docket upon giving 20 days notice to the mother.

<u>Transportation</u>: Transportation for transfer of the child between residences shall be the responsibility of the father.

Notice: Each parent shall notify the other at least 48 hours in advance if he or she is not able to comply with the regular residential schedule. The child shall be picked up and returned at the designated times; should a delay in picking up or returning the child become unavoidable, the other parent shall be notified as soon as possible.

III: DISPUTE RESOLUTION:

In the event that there are difficulties or disputes between the parents regarding the child or implementation of this Plan, the parents shall make a good faith effort to resolve the dispute by mediation with an agreed upon mediator or one selected by Family Court Services.

In this dispute resolution process, preference shall be given to carrying out the existing provisions of this Plan. This process shall be used to resolve disputes relating to implementation of the plan, except those relating to financial support, unless an emergency exists. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorney fees and financial sanctions to the prevailing parent. Either parent has the right to have decisions arising from the dispute resolution process reviewed by the superior court

IV. CHILD SUPPORT:

Financial support for the child shall be as follows:

Paying parent: Mauri S. Arveli

Residence: 13908 SE 28th St., Vancouver, WA 98684

Employer: Valmet Automation

Social Security Number:

Income: estimated \$5600-5700 per month

PARENTING PLAN-2

BOOK 120 PAGE 919

Receiving parent: Pirkko E. Arveli

Residence: 2101 SE 134th Ave., Vancouver, WA, 98684

Social Security Number: 562-53-1337

Income: \$0 net per month

Child: Name

Date of Birth

Soc. Sec.

Leena Arveli

4/3/78

recita VI ACII

Amount: \$1000 per month

Date due: 1st day of each month

Paid to: Washington State Support Registry

PO Box 9009 PI-11 Olympia, WA 98504

A notice of payroll deduction may be issued, or other income withholding action under Chapter 26.18 RCW or Chapter 74.20A RCW may be taken, without further notice to the parent obligated to pay support, if a support payment is more than lifteen days past due in an amount equal to or greater than the support payable for one month. Both parents shall notify the Washington State Support Registry of any change in residence address:

Duration: Support shall continue for so long as the child is dependent under the laws of the State of Washington, including through completion of high school or attainment of the age of majority, whichever occurs last. In the event that the child chooses to pursue an accredited course of post-high school education, then support may continue on such terms as the parents are able to agree, or in the absence of an agreement, upon such terms and conditions as the Court finds reasonable. The court should retain jurisdiction through the support period above-described for the purpose of making a determination as to post-high school support. Such a determination may be requested by either party, upon motion to the Court, and should be determined by hearing on affidavits, unless otherwise authorized by the court.

V. MEDICAL AND/OR DENTAL EXPENSES:

The father shall be required to provide and maintain health, medical and/or dental insurance coverage for the benefit of the child if such coverage is available through employment or other organization and the employer or other organization pays all or part of the premium. Uninsured health-related expenses, including any deductible shall be the responsibility of the father; provided, however, that neither parent shall obligate the other for any major non-emergency or elective health-related expenses, including but not limited to orthodontia, without the prior written consent of the other parent. Each parent should be liable for any covered costs for which the payment is received directly by that parent from the insurer.

VI. LIFE INSURANCE:

Both parents should be required to name the dependent child of the parties as sole beneficiary on any life insurance policies available through employment or which are presently in existence for so long as there is an obligation to support said child.

PARENTING PLAN-3

All increases in life insurance benefits which occur during the existence of the support obligation should be construed to be for the benefit of the child, and should not be considered in lieu of child support; nor should such life insurance policies or any increases thereof be construed, upon the death of the support-paying parent, as payment of the support obligation.

VII. TAX EXEMPTION:

The father should be allowed to claim the dependent child as an exemption for state and/or federal income tax purposes provided that the support obligation ordered herein is current at the end of the tax year, in which event the mother should be required to timely execute and provide to the support-paying parent the appropriate form waiving the entitlement to the exemption as required by the I.R.S.

VIII. <u>COMPLIANCE</u>:

If a parent fails to comply with a provision of this Plan, the other parent's obligations under the Plan are not affected.

PARENTING FLAN-4

EXHIBIT A

Property to be awarded to Petitioner

- 1: The 1980 Mercedes 450 SL, and 1978 Datsun.
- 2. All personal property presently in her possession, including household goods and furnishings.
- 3. All right and interest in any pension, retirement, profit sharing, or Social Security benefits presently in the name of Petitioner.
- 4. Any and all bank accounts, whether checking or savings accounts, and any policies of insurance presently held in Petitioner's name.
- 5. All right and interest of the parties in the mutual funds held with American Capital, account number 13-8800038356.
- 6. An undivided one-half interest in the parties' limited partnership interest in East Hampden.
 Associates.
- 7. All right, title and interest of the parties in and to the property located at 2101 SE 134th Avenue, Vancouver, Washington, and more particularly described as:
 - Lot 6, Columbia River Estates No. 2, according to the plat thereof, recorded in Volume *G* of Plats, page 749, records of Clark County, Washington,

subject to the mortgage thereon.

- 8. All right, title and interest of the parties in and to the property located at 12709 NE 5th Street, Vancouver, Washington, and more particularly described as:
 - Lot 4. Pinebrook—A, according to the plat thereof, recorded in Book 'G' of Plats, page 899, records of Clark County, Washington,

subject to the mortgage thereon.

- 9. All right, title and interest of the parties in and to the property located at 807 SE 141st Avenue, Vancouver, Washington, and more particularly described as:
 - Lot 53, Columbia Highlands No. 4, according to the plat thereof, recorded in Volume 'G' of Plats, page 830, records of Clark County, Washington,

subject to the mortgage thereon.

- 10. All right, title and interest of the parties in and to the property located at 10603 NE 93rd Street, Vancouver, Washington, and more particularly described as:
 - Lot 25, EL-WOOD, according to the plat thereof, recorded in Volume 'G' of Plats, page 590, records of Clark County, Washington,

subject to the mortgage thereon.

11. Judgment against Respondent in the amount of \$29,000, which amount shall constitute a marital lien against the real properties awarded to Respondent in Exhibit B. Said lien shall be due and payable in full within one year of the date of entry of the Decree, and shall bear interest at the rate of 8.5% per annum.

EXHIBIT A-PROPERTY

EXHIBIT B Property to be awarded to Respondent

- 1. The 1985 Mercedes 420, and the 1975 Ford.
- 2. All personal property presently in his possession, including household goods and furnishings.
- 3. All right and interest in any pension, retirement, profit sharing, or Social Security benefits presently in the name of Respondent.
- 4 Any and all bank accounts, whether checking or savings accounts, and any policies of insurance presently held in Respondent's name.
- 5. An undivided one-half interest in the parties' limited partnership interest in East Hampden Associates.
- 6. The family home located at 13908 SE 28th Street, Vancouver, Washington, and more particularly described as:
 - Lot 4, Park Estates, according to the plat thereof, recorded in Volume 'H' of Plats, page 189, records of Clark County, Washington,
 - subject to the encumbrances thereon, and subject further to a marital lien in favor of the Petitioner as described in Exhibit A.
- 7. The lot and cabin located in Skamania County, Washington, and more particularly described as:
 - Cabin *16 of Swift Creek Estates Development, and Cabin site Number 16 of Swift Development area, also known as Lot 16 of the unrecorded Plat of Swift Creek Cabin Sites, as surveyed February 1964, being part of Government Lot 4 of Section 35. Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, lying Northwesterly of and above the thousand feet elevation, United States Coast and Geodetic Survey datum.

subject to any encumbrances thereon, and subject further to a marital lien in favor of the Petitioner as described in Exhibit A.

STATE OF WASHINGTON)

The Superior Control of Clark Country

I, JoAnne McBride, County Clark and Clark of the Superior Cours of Clark County, Westergam, DC Miller County Country that this document, consisting of page of the original new on the and of record in my office and, as County Clark, I am the legal custodian thereof

Signed and Sealed at Vancouver, Washington this date

connection to the second control contr

EXHIBIT B-PROPERTY