

Skamania County, WA
Total: \$106.50
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2021-001443

04/26/2021 04:04 PM

Request of: HOWARD R. HOY & VALERIE F. HOY-



WHEN RECORDED RETURN TO:

Howard R. Hoy & Valerie F. Hoy-Rhodehamel

P.O. Box 1459

Stevenson, WA 98648

DOCUMENT TITLE(S)

COMMUNITY PROPERTY AGREEMENT

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):

Howard R. Hoy & Valerie F. Hoy-Rhodehamel

☐ Additional names on page _____ of document.

GRANTEE(S):

Howard R. Hoy & Valerie F. Hoy-Rhodehamel

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

COMMUNITY PROPERTY AGREEMENT

This AGREEMENT is executed between HOWARD RUSSELL HOY (formerly known as HOWARD R. RHODEHAMEL), and VALERIE FERN HOY-RHODEHAMEL (formerly known as VALERIE F. HOY), husband and wife, residing in the state of Washington, and they hereby terminate, revoke and cancel for all purposes, effective the date indicated below, any and all Community Property Agreements previously executed by these parties.

1. DECLARATIONS

1.1 **Marital Status.** The parties hereto are husband and wife, lawfully married on January 15, 1995. As of the date indicated below, the parties are domiciled and residing in the state of Washington in the county of Skamania.

1.2 **Children.** The parties have four (4) children, namely MICHAEL RHODEHAMEL, B'ELANNA RHODEHAMEL, IVAN RHODEHAMEL, and KESSANDRA RHODEHAMEL.

2. CONSIDERATION

FOR AND IN CONSIDERATION of the love and affection they share for one another, and in consideration of the mutual assistance each will provide to the other in the future, and for the consideration of the commingling of their joint efforts, income and property, it is agreed as herein provided.

3. AMENDMENT, REVOCATION; EFFECT-DOMICILE CHANGE/INCAPACITY.

3.1 **Amendments.** This agreement may be amended or revoked by written instrument executed and acknowledged by the spouses, their authorized representatives (see the "Effect of Incapacity" paragraph below) or by court order. No such amendment or revocation by mutual consent of the spouses shall become effective except by written revocation or amendment.

3.2 **Automatic Revocation.** Notwithstanding the foregoing, the provisions of the article herein entitled "Disposition of Community Property on Death" shall be automatically revoked upon the filing by either party of a petition for marital dissolution or legal separation.

3.3 **Effect of Domicile Change.** Unless otherwise revoked or modified, this agreement shall remain in full force and effect regardless of the state of residence and/or domicile of the spouses at the time of the death of either or both.

3.4 Effect of Incapacity

3.4.1 If prior to the death of either spouse an attorney-in-fact is authorized according to the terms of a Durable Power of Attorney to have all powers of an absolute owner over the assets and liabilities of a spouse who is incapacitated, the attorney-in-fact for such an incapacitated spouse may enter into an agreement with the competent spouse to modify or revoke this agreement without court approval.

3.4.2 If prior to the death of either spouse a legal guardian is appointed over the property of one of the spouses, the legal guardian may join with the competent spouse in a petition to the court having jurisdiction over the guardianship proceedings for permission to enter into a modification or revocation of this agreement. If the court approves the proposed modification or revocation, the guardian may execute such modification or revocation on behalf of the incapacitated spouse, in accordance with the order of the court.

4. COMMUNITY PROPERTY

All property, real or personal, now owned, whether separate or community, is hereby conveyed and converted into community property and hereafter shall be deemed community property for all purposes under the laws of the state of Washington.

5. DISPOSITION OF COMMUNITY PROPERTY ON DEATH

The parties agree that upon the death of one party, all of their community property assets (excluding non-probate assets otherwise disposed of by contract or a valid beneficiary designation in favor of an individual or entity other than the deceased party's estate) shall be transferred to, and title shall be vested in the surviving spouse. The parties further agree that upon the simultaneous death of both parties, all of their community property assets shall be transferred to, and title shall be vested in their children, namely B'ELANNA RHODEHAMEL, IVAN RHODEHAMEL, and KESSANDRA RHODEHAMEL, to share and share alike.


6. ACKNOWLEDGEMENT OF JOINT REPRESENTATION

The parties acknowledge that JOSEPH BENJAMIN ANDERSON represents both of the parties as husband and wife and does not represent either party individually. This document has been prepared at their direction, and the parties have been advised that each party is entitled to obtain the advice of independent legal counsel prior to signing with respect to the legal consequences of signing this Agreement.

DATED this 8 day of APRIL, 2021.



HOWARD R. HOY



VALERIE F. HOY-RHODEHAMEL

*** * NOTARY BLOCK ON FOLLOWING PAGE * ***

[illegible]

I certify that I know or have satisfactory evidence that **HOWARD R. HOY** and **VALERIE F. HOY-RHODEHAMEL**, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 04 / 08, 2021.

[Handwritten signature]

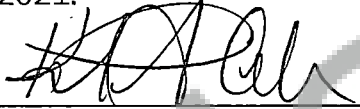
Notary Public in and for the State of Washington,
residing at Skamania County.

My appointment expires: 01/15/2023

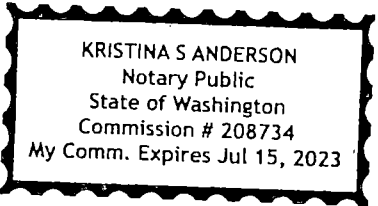
KRISTINA S ANDERSON
Notary Public
State of Washington
Commission # 208734
My Comm. Expires Jul 15, 2023

and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 04 / 08, 2021.



Notary Public in and for the State of Washington
residing at Skamania County.
My appointment expires: 07/15/20



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