



201001070091  
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1/7/2010 Page 1 of 15 2:57PM

**Document Title:**

Decree of Dissolution, filed 12/15/2009 under Cause No. 08-3-00100-4

**Reference Number :**

**Grantor(s):**

additional grantor names on page \_\_\_\_.

1. Juanita M. Hardy

2.

**Grantee(s):**

additional grantee names on page \_\_\_\_.

1. Frederick David Hardy, Jr.

2.

**Abbreviated legal description:**

full legal on page(s) \_\_\_\_.

TR C OF SHRT PLT MV 16-76 AF#833004

**Assessor Parcel / Tax ID Number:**

additional tax parcel number(s) on page \_\_\_\_.

P25875/340417-1-012-0209

OK

FILED  
SKAGIT COUNTY CLERK  
SKAGIT COUNTY, WA

2009 DEC 18 PM 4:04

Emailed to DCS

FAXED  
DEC 21 2009  
TO: MJP

Superior Court of Washington  
County of SKAGIT

In re the Marriage of:

JUANITA M. HARDY

No. 08-3-00100-4

Decree of Dissolution (DCD)  
(Marriage)

Petitioner,

and

FREDERICK DAVID HARDY, JR.  
Respondent.

Clerk's Action Required

I. Judgment/Order Summaries

1.1 Restraining Order Summary:

Restraining Order Summary is set forth below:

Name of person restrained: JUANITA M. HARDY  
Name of person protected: FREDERICK DAVID HARDY, JR.

See paragraph 3.8.

**Violation of a Restraining Order in Paragraph 3.8 Below With Actual Knowledge of its Terms is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.050.**

Decree (DCD) (DCLSP) (DCINMG) - Page 1 of 6  
WPF DR 04.0400 Mandatory (6/2008) - RCW 26.09.030; .040; .070 (3)

FamilySoft FormP/



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CERTIFIED COPY

13

**1.2 Real Property Judgment Summary:**

Real Property Judgment Summary set forth below, is awarded to Respondent:

Assessor's property tax parcel or account number: P25875

Legally described as:

TR C OF SHRT PLT MV 16-76 AF#833004

**1.3 Money Judgment Summary:**

Does not apply.

*End of Summaries*

**II. Basis**

Findings of Fact and Conclusions of Law have been entered in this case.

**III. Decree**

*It Is Decreed that:*

**3.1 Status of the Marriage**

The marriage of the parties is dissolved.

**3.2 Property to be Awarded the Husband**

The husband is awarded as his separate property the property set forth in Exhibit H. This exhibit is attached or filed and incorporated by reference as part of this decree.

**3.3 Property to be Awarded to the Wife**

The wife is awarded as her separate property the property set forth in Exhibit H. This exhibit is attached or filed and incorporated by reference as part of this decree.

**3.4 Liabilities to be Paid by the Husband**

The husband shall pay the community or separate liabilities set forth in Exhibit H. This exhibit is attached or filed and incorporated by reference as part of this decree.

Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation.

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1 **3.5 Liabilities to be Paid by the Wife**

2 The wife shall pay the community or separate liabilities set forth in Exhibit W. This  
3 exhibit is attached or filed and incorporated by reference as part of this decree.

4 Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since  
5 the date of separation.

6 **3.6 Hold Harmless Provision**

7 Each party shall hold the other party harmless from any collection action relating to  
8 separate or community liabilities set forth above, including reasonable attorney's fees  
9 and costs incurred in defending against any attempts to collect an obligation of the other  
10 party.

11 If the husband receives dunning calls or is served with a lawsuit to collect any debt owed  
12 by the wife which has his name on it, but which is her separate debt, he shall be  
13 allowed to pay the debt (in order to protect his credit), and deduct the amount of the  
14 debt out of the maintenance he gives the wife at the rate of \$100/month until paid in full.

15 **3.7 Maintenance**

16 The husband shall pay maintenance to the wife in the amount of \$730/month, ~~after~~  
17 ~~deducting \$460/month in child support owed to him by the wife, for a net transfer to the~~  
18 ~~wife of \$270/month, until child support or post-secondary support terminates. In any~~  
19 ~~event, the father's obligation to pay maintenance shall last for five years, and no longer~~  
20 ~~than five years, starting July 2008 and ending with the payment in June 2013.~~  
21 ~~Maintenance ceases sooner upon wife's remarriage or the death of either party.~~

22 In addition, the husband may withhold ~~\$688.03~~ from the maintenance he gives to the  
23 wife, at a rate of \$100/month until paid in full, for reimbursement of his payment to settle  
24 the lawsuit brought on by the wife's failure to pay her separate bill to the City of Mount  
25 Vernon and PUD, for utilities and water while she was living in the family home, after  
separation.

26 If the husband receives dunning calls or is served with a lawsuit to collect any debt owed  
27 by the wife which has his name on it, but which is her separate debt, he shall be  
28 allowed to pay the debt (in order to protect his credit), and deduct the amount of the  
29 debt out of the maintenance he gives the wife at the rate of \$100/month until paid in full.

30 The husband does not owe any maintenance arrearage.

31 **3.8 Continuing Restraining Order**

32 A continuing restraining order is entered as follows:



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1. The wife is restrained and enjoined from disturbing the peace of the other party. *She may contact the husband on issues relating to visitation.*
2. The wife is restrained and enjoined from going onto the grounds of or entering the home, work place or school of the other party.

**Violation of a Restraining Order in Paragraph 3.8 With Actual Knowledge of its Terms Is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.060.**

**Clerk's Action.** The clerk of the court shall forward a copy of this order, on or before the next judicial day, to Mount Vernon Police Department law enforcement agency which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants. (A law enforcement information sheet must be completed by the party or the party's attorney and provided with this order before this order will be entered into the law enforcement computer system.)

**Service**

The restrained party or attorney did not appear in court; service of this order is required.

The protected party must arrange for service of this order on the restrained party. File the original Return of Service with the clerk and provide a copy to the law enforcement agency listed above.

**Expiration**

This restraining order is permanent.

This restraining order supersedes all previous temporary restraining orders in this cause number.

**Full Faith and Credit**

Pursuant to 18 U.S.C. § 2265, a court in any of the 50 states, the District of Columbia, Puerto Rico, any United States territory, and any tribal land within the United States shall accord full faith and credit to the order.

**3.9 Protection Order**

Does not apply.



1 **3.10 Jurisdiction Over the Children**

2 The court has jurisdiction over the children as set forth in the Findings of Fact and  
3 Conclusions of Law.

4 **3.11 Parenting Plan**

5 The parties shall comply with the Parenting Plan signed by the court on the undersigned  
6 date. The Parenting Plan signed by the court is approved and incorporated as part of  
7 this decree.

8 **3.12 Child Support**

9 Child support shall be paid in accordance with the order of child support signed by the  
10 court on the undersigned date. This order is incorporated as part of this decree.

11 **3.13 Attorney Fees, Other Professional Fees and Costs**

12 Does not apply.

13 **3.14 Name Changes**

14 The wife may change her name at her discretion any time after the entry of this decree.

15 **3.15 Other**

16 a. Signature of Documents. The parties shall sign any documents necessary to carry  
17 out the terms of this Decree of Dissolution under penalty of contempt.

18 b. Undisclosed Debts. Any debt or obligation, not specifically awarded herein, incurred  
19 by either party, shall be the sole and separate obligation of the party who incurred it and who  
20 failed to disclose it in this Decree. If an undisclosed debt was incurred by the parties jointly,  
21 then the parties shall remain jointly liable.

22 c. Undisclosed Assets. There are no assets which have not been divided by the parties  
23 prior to the date of this Decree or by this Decree. Any community assets owned by the parties  
24 on the date of this Decree which either party has failed to disclosed shall be divided 50/50 upon  
25 discovery.

d. Revocation of Wills, Powers of Attorney, and Other Instruments. All previous wills,  
powers of attorney, contract and community property agreements between the parties hereto  
are hereby revoked and the parties are prohibited from exercising same.

e. Federal Income Tax. In the event that any prior income tax returns of the parties should  
be audited for any year during the marriage, any additional tax found to be due, including


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WPF DR 04.0400 Mandatory (6/2008) - RCW 26.09.030; .040; .070 (3)



1 penalties and interest, shall be paid by the parties equally. If there is a refund, it shall be shared  
2 equally.

3 f. Legal Description. In the event that any legal descriptions are not attached to this  
4 Decree at the time it is executed, or are incorrectly recorded in these pleadings or in  
5 subsequently prepared Quit Claim deeds or Real Estate Excise Tax Affidavits or other legal  
6 instruments intended to further and enforce the property division set forth in this Decree and the  
7 attached Exhibits, each of the parties hereto expressly authorize Respondent's attorney, acting  
8 by mutual agreement, to attach exhibits with legal descriptions, correct incorrect legal  
9 descriptions, or amend any pleading, document, or legal instrument to reflect the correct legal  
10 description of the property in question, in furtherance of this Decree, without re-opening this  
11 dissolution, or involvement of the court.

8 Dated: 12/18/09.

  
Judge/Commissioner

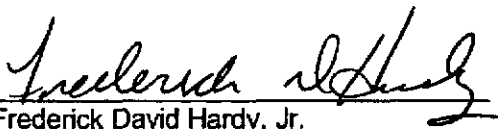
11 Presented by:

Approved for entry;

Notice of presentation waived:

13 \_\_\_\_\_  
14 Donald J. Bisagna, WSBA #7577  
Attorney for Respondent

\_\_\_\_\_   
Juanita Hardy, Petitioner  
Pro Se

15   
16 Frederick David Hardy, Jr.



**HARDY DISSOLUTION  
EXHIBIT H**

Property awarded to Husband

Real Property

The family home located at:  
2125 Windsor Drive  
Mount Vernon, WA 98273

Legally described as:

TR C OF SHRT PLT MV 16-76 AF#833004

Parcel Number: P25875

*Jma.*  
Subject to an equalizing payment  
of \$27,500, due and payable on or  
before 12/31/2012, to be secured by  
a note & deed of trust. The obligation  
shall bear interest from 11/1/10  
at the rate of 8% per annum.  
*Jma.*

Personal Property

All personal property in his possession and under his control, except as specifically  
awarded herein to the wife.

Vehicles

2003 Ford F250  
WA License No. A02092T  
VIN - IFTNX21513ECZ5015

2005 Kawasaki 2000  
WA License No. 905971  
VIN -- JKBNMA1X5A085426

2005 Thor Denali travel trailer

Bank Accounts

Any and all accounts in his name and/or under his control.

Life Insurance

Any and all life insurance policies, including the right to designate a beneficiary, in his  
name and under his control.

*T.H.H.*



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**Pension, Retirement Plans, Social Security Benefits, et cetera:**

All of his Boeing retirement, including his VIP

All pensions and deferred compensations earned from his employment, various forms of insurance, rights of social security benefits, welfare benefits, unemployment compensation benefits, disability benefits, Medicare and Medicaid benefits, educational benefits and grants, interest from health or welfare plans and profit sharing plans, and all other legislated rights, directly or indirectly derived through the employment activity of that specific party; provided, however, that said benefit or benefits have not otherwise specifically been awarded herein, and provided, further, that marriage to the party through whose activity said benefits have been accrued, shall not be an indirect basis for an award of that benefit.

**Liabilities awarded to Husband**

**Community debts at outset of case:**

Country wide	\$201,000 (mortgage)
National City	\$ 69,000 (second mortgage)
Discover card	\$ 3,800
Kawasaki	\$ 10,000
Travel Trailer	\$ 21,000
BECU Visa	\$ 4,800
Target	\$ 400
Sears	\$ 1,800

Any and all indebtedness incurred by him since April 19, 2008, the date of separation.

Any and all indebtedness on any property, real or personal, awarded to him, including but not limited to liens, taxes, and loans secured by that property.

*See 3.17 supra from.*

**Maintenance:** The husband will continue to give \$730/month maintenance, less \$460/month the wife owes to the husband for child support, for a total transfer payment from the husband to the wife of \$270/month, until child support or post-secondary support terminates. In any event, the father's obligation to pay maintenance shall last for five years, and no longer than five years, starting July, 2008, and ending with the payment in June, 2013. Maintenance ceases sooner upon the wife's remarriage or death of either party.

The husband may withhold \$688.03 at the rate of \$100/month until paid in full, for reimbursement of his payment to settle the lawsuit brought on by wife's failure to pay her separate bill to the City of Mount Vernon and PUD, for utilities and water she used while she was living in the family home, after separation.

*T. H. H.*



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OK

See 3.17 s~~310~~

If the husband receives dunning calls or is served with a lawsuit to collect any debt owed by the wife which has his name on it, but which is her separate debt, he shall be allowed to pay the debt (in order to protect his credit) and deduct the amount of the debt from the maintenance he gives the wife at the rate of \$100/month until paid in full.

FDH



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**HARDY DISSOLUTION  
EXHIBIT W**

Property awarded to Wife

Personal property

All personal property in her possession and under her control, except as specifically awarded herein to the husband, including but not limited to the assets she removed from the family home when she moved out (fair market value estimated at \$9,000). Please see exhibit W-a, attached hereto.

*\* The equalizing judgment set forth in Exhibit H.*

Vehicles

2000 Mercedes Benz  
WA License No. RLX357

1999 Hyundai Accel car

Bank Accounts

Any and all bank and/or credit union accounts in her name and/or under her control.

Life Insurance:

Any and all life insurance policies, including the right to designate a beneficiary, in her name and under her control.

Pension, Retirement Plans, Social Security Benefits, et cetera:

All pensions and deferred compensations earned from her employment, various forms of insurance, rights of social security benefits, welfare benefits, unemployment compensation benefits, disability benefits, Medicare and Medicaid benefits, educational benefits and grants, interest from health or welfare plans and profit sharing plans, and all other legislated rights, directly or indirectly derived through the employment activity of that specific party; provided, however, that said benefit or benefits have not otherwise specifically been awarded herein, and provided, further, that marriage to the party through whose activity said benefits have been accrued, shall not be an indirect basis for an award of that benefit.

Liabilities awarded to Wife

Target VISA \$1,948  
Capital One \$2,176  
Lowe's \$ 613

*[Handwritten signature]*



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Any and all indebtedness incurred by her since April, 19, 2008, the date of separation.

Any and all indebtedness on any property, real or personal, awarded to her, including but not limited to liens, taxes, and loans secured by that property.

The remaining balance of the Guardian Ad Litem bill, which is the wife's share and sole obligation.

*See 3.12 Supra. J.*

The wife shall reimburse the husband \$688.03 which was the amount he paid to settle the lawsuit brought on by the wife's failure to pay the City of Mount Vernon and PUD, for utilities and water she used while she was living in the family home, after separation, at the rate of \$100/month until paid in full. Such reimbursement shall be accomplished by the husband's taking that amount out of the maintenance he gives to her.

If the husband receives dunning calls or is served with a lawsuit to collect any debt owed by the wife which has his name on it, but which is her separate debt, he shall be allowed to pay the debt (in order to protect his credit) and deduct the amount of the debt out of the maintenance he gives the wife at the rate of \$100/month until paid in full.

*felt*



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Household items removed by Petitioner when she moved out of the family home

+ family photos  
+ father's police light

Dining Room

- Glass curio cabinet
- Good silver utensils
- Assorted Fiesta ware serving pieces from sideboard (serving bowls and platters)
- Good china from hutch
- Crystal glass sets
- Antique dinner service plate set

Living Room

- Sofa
- Coffee table
- Sofa Table
- Corner TV hutch
- TV-DVD player-VCR combo
- Lamps

Master Bedroom

- King Size sleigh bed and mattress set
- Dresser w/mirror
- 2- Night stands
- Lingerie chest
- Flat panel TV mounted to wall (and mounting bracket)
- DVD player
- Curtains
- Lamps

Karyn's bedroom

- American Money collection
- Pictures of friends
- Emerald earrings
- Gold necklace with 3 jewels

Kitchen

- Fiesta ware dishes - plates, cups saucers, service platters, coffee cups, latte mugs, bowls
- Cups
- Bowls
- Pots and pans
- Coffee pot
- Toaster
- Kitchenaid mixer
- Wire rack
- Can opener
- Butcher block table
- Cooking utensils



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Bread machine  
 Electric griddle  
 Crock pot  
 Rice cooker  
 Blender  
 Espresso machine  
 Knife set (Henkel)

Laundry Room

Iron  
 Ironing board  
 Vacuum cleaner  
 Brooms, mops and cleaning items

Garage

Walk-behind lawn mower  
 Mantis roto-tiller  
 Gas edger  
 Craftsman leaf blower  
 Garden hose 100' front, and garden hose from back yard  
 Electric hedge clipper  
 Bow saw  
 Axe  
 Push broom  
 Trimming shears  
 Lawn fertilizer spreader  
 Work bench  
 100' extension cord  
 Weed eater  
 Gas cans  
 Un-inventoried items from the garage attic are missing

Miscellaneous

Collectible Fiestaware - Demitasse coffee pot, 6 demitasse coffee cups, 2 mustards dishes (cobalt and light blue), carafe. More pieces than I can recall, basically all the good, non-damaged highly collectible pieces many of which were given to me by my father.  
 Telephones  
 Computer  
 Color printer  
 Miscellaneous software

Outside/storage

Bench	Antique toy chest
Table and chairs	Telescope
Holiday decorations	Mini-fridge
Disney movies (VHS)	

Exhibit W-a, page 2



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UNOFFICIAL



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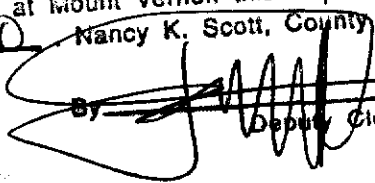
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State of Washington, } ss.  
County of Skagit

I, Nancy K. Scott, County Clerk of Skagit County and ex-officio Clerk of the Superior Court of the State of Washington, for the County of Skagit, do hereby certify that the foregoing instrument is a true and correct copy of the original, consisting of 13 pages, now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Court at my office at Mount Vernon this 7 day of Jan, 2010.  
Nancy K. Scott, County Clerk.



By  Deputy Clerk