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3 ·	865 Mahogany Drive
	STACY R. CROOKS  865 Mahogany Drive  Minden, Nevada 89423  OD JUL 24 All:36  JUL 2 4 Zood  DISTRICT COURT CLERK
4	SISTRICT COURT COURT
5	Alegacy
6	
7	IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
8	IN AND FOR THE COUNTY OF DOUGLAS
9	***
10	ALEXANDRA HROUNTAS-CROOKS,
11	Co-Petitioner, ) CASE NO. : ODDIO346
12	And DEPT. NO.:
13	STACY R. CROOKS,
14	Co-Petitioner.
15	
16	EXHIBIT "A"
17	MARITAL SETTLEMENT AGREEMENT
18	THIS AGREEMENT is made and entered into by and between ALEXANDRA
19	HROUNTAS-CROOKS, SSN: 1418 (hereinafter referred to at all times as
20	Wife, Mother, ALEXANDRA) and STACY R. CROOKS, SSN: 4411 (hereinafter
21	referred to at all times as Husband, Father, STACY).
22	· WITNESSETH
\	
23	WHEREAS, the Parties were lawfully married to each other on
24	approximately November 7, 1992, at the City of Avalon, on the Island of
25	Catalina, State of California, and have ever since that date been and still
	are husband and wife; and,

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WHEREAS, the Parties have one minor child born the issue of this marriage, to wit: ATHENA FOTINEE CROOKS, born September 8, 1994, SSN: 530-83-0094, and ALEXANDRA is not pregnant, and the Parties have not adopted any other child; and,

WHEREAS, in consequences of dispute and unhappy differences, the parties with this divorce will separate, and have agreed to live separate and apart during the balance of their natural lives; and,

WHEREAS, in consequence of filing for divorce, the Agreement is to make a final agreement between the Parties as to the distribution of their Community assets, their obligation to pay Community Debts, and as to the care, custody and control of their minor child;

NOW THEREFORE, in consideration of the mutual promises, agreements and covenants contained therein, and for other good and valuable consideration, the receipt of which is expressly acknowledged, it is agreed as follows:

## LIVING SEPARATE AND APART

It shall be lawful for ALEXANDRA and STACY at all times hereinafter to live separate and apart from each other, and free from the other party's marital control and authority;

## DIVORCE

In the event that either party shall hereafter obtain a divorce from the other, then it is agreed that in any Decree of Divorce which may be entered by the Court this within Agreement shall be incorporated by reference in such Decree and merged therein and that the parties, respectively, upon application by either party, shall be ordered to comply with the terms and conditions hereof.

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Anything herein in this Agreement to the contrary notwithstanding, neither of said parties shall be deemed hereby to waive any cause of action for divorce against the other.

This Agreement shall not in any manner interfere with the right of either party to hereafter institute or defend any action for divorce.

If there is a reconciliation of the parties after the execution of this Agreement, this Agreement shall nevertheless continue in full force and effect until it is modified or abrogated by another written instrument to that effect and signed by each of the parties.

# OBLILGATIONS AND RESPONSIBILITIES REGARDING THE CHILD

1. JOINT LEGAL CUTODY: ALEXANDRA and STACY shall jointly share legal responsibility for their minor child. They agree to confer when necessary with respect to the residence, maintenance, education and recreational aspects of the welfare of the child. Each power has the power to admit the child into school, procure needed medical treatment and sign other documents relating to the child. Each party has the power to enter into legal contracts for and on behalf of the child.

However, all such contracts shall be undertaken only with the consultation and consent of the other party and neither party shall be liable for any major expense, contract, or other obligation except as are necessary for the physical health of the child, unless the other party has been consulted and given written consent in advance of the creation of the obligation. At all times, the parents shall decide all questions affecting the child in a manner that will promote the welfare, happiness and well-being of the child;

2. PHYSICAL CUSTODY: ALEXANDRA shall be granted primary physical custody of the minor and STACY shall be granted secondary physical custody of the minor child.

Schedule of Secondary Physical Custody:

- A. That Co-Petitioner STACY R. CROOKS shall have reasonable visitation rights of the minor child, i.e., every other weekend, i.e., Friday night, Saturday night, and Sunday night; or, Thursday night, Friday night, and Saturday night and as mutually agreed upon between the parties.
- B. Holidays will be alternated, with the first Halloween with the Father, the first Thanksgiving with the Mother, the first Christmas with the Father, the first New Years with the Mother, the first Easter with the Father, the first Fourth of July with the Mother, the child's first birthday with the Father.
- C. On each and every Mother's Day and Mother's Birthday, the child shall visit with the mother.
- D. On each and every Father's Day and Father's Birthday, the child shall visit with the Father.
- E. During summer vacation, in addition, to the regular schedule, the parties shall equally divide the child's three-(3) month summer school vacation.
- F. In the event the mother moves outside of the State of Nevada, or, outside of the United States, the father shall have an additional and exclusive eleven (11) weeks of visitation with the child during the summer vacation and ten (10) days during Christmas vacation; and child support will be reduced by fifty percent (50%) of the prescribed amount during, but not to exceed, the eleven (11) week and the ten (10) day periods of visitation.

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- G. All airline travel costs, incident to the child's visitation with the father, shall be equally divided by both parties.
- H. The father shall have a liberal visitation schedule during the remaining of the year; Special Occasions/Emergency and Other Visitation, the father may also have liberal visitation by agreement by notifying the mother to make specific arrangements as to dates and times.
- J. Should the mother move outside of either Nevada or the United States then back to Nevada, and then the parties shall revert to the original visitation schedule.
  - 3. SHARED CONCERNS:
- A. COMMUNICATIONS: If, due to unforeseeable circumstances, either parent is unable to follow through with visitation or access arrangements involving the child, that parent will notify the other as soon as possible;

ALEXANDRA and STACY agree that the minor child will be made available to either parent for any other occasion as may be mutually agreeable, convenient and in the child's best interest;

- B. REMOVAL FROM SCHOOL FOR VISITIATION: ALEXANDRA and STACY shall not remove the child from school during any visitations without just cause;
- C. DRUG FREE ENVIRONMENT: ALEXANDRA and STACY agree to provide a drug free environment during the periods of time they provide care for their child;
- D. SHARING OF TELEPHONE ACCESS INFORMATION: ALEXANDRA and STACY also agree to inform the other of any change of address and/or phone numbers in advance or within fourteen (14) days. Each parent shall have unrestricted telephone access to the child during the child's normal waking hours. The

- 4. Whenever feasible, both parents agree that the other parent shall be considered as the care-provider of choice for the minor child, and said parent shall be given the first to refuse the care of the child, before making arrangements with other family members, friends, babysitters, or other professional caretakers.
- 5. Both parents agree to avoid behavior that might serve to undermine the child's love and respect for the other parent. Both parents agree to ask their extended families to do the same;
- 6. Both parents agree to promptly inform the other of any emergency or other significant event which involves the minor child;
- 7. Each parent agrees that all communications regarding the minor child will be between the parents whenever possible, and that they will not use the child to convey information or set up violence;
- 8. Each parent agrees to encourage love and respect between the child and the other parent, and neither shall do anything which may knowingly hamper the other's relationship with the child;
- 9. Each parent agrees to respect the other's parenting lifestyle, privacy and authority, in order to provide a reasonable degree of consistency in the minor child's upbringing;
- 10. The parents agree to use their best efforts to work cooperatively in future plans consistent with the best interests of their child and to amicably resolve disputes as they may arise;
- 11. If major changes arise, such as moving or remarriage, and the present childcare plan is no longer feasible, the parents agree to consult with a mediator or the Family Mediation Program prior to any Court action being initiated;

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IF THE MOTHER MOVES OUT-OF-STATE/OUT OF THE UNITED STATES: The parties specifically agree that the Father shall have an exclusive eleven (11) weeks with the child during the summer vacation and ten (10) day during the Christmas vacation; and, the parties hereby specifically adopt and incorporate by reference the provisions of NRS 125A.350, to the effect that if the Mother/parent having primary physical custody parent to move the child outside of the state or outside of the United States and to take the child with her, the mother must, as soon as possible and before the planned move, obtain the written consent of the Father, as long as the Father receives the exclusive eleven (11) weeks with the child during the summer vacation and ten (10) day during the Christmas vacation, such written consent shall not be unreasonably withheld. If the Father refuses to give consent, the mother planning the move shall, before leaving the State with the child, petition the Court for permission to leave with the child. The failure of a parent to comply with this provision may be considered as a factor if the non-custodial parent requests a change. Pursuant to NRS 125:510(5) all Orders authorized by this section must be made in accordance with the provisions of Chapter 125A of NRS and must contain the following language:

PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY [BY UP TO 6 YEARS IN PRISON]. NRS 200.359 provides that every person having limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or moves the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this Court, or removes the child from the jurisdiction of the Court without the consent of either

The parties adopt, pursuant to NRS 125.510(7), and recognize all Orders authorized by this section must recognize the terms of the Hague Convention of 15 October 1980, adopted by the 14<sup>th</sup> Session of the Hague Conference on Private International Law, and applies to the parties' Decree of Divorce should either parent "wrongfully detain" the minor child in a foreign country.

The parties further adopt and recognize that: Pursuant to NRS 125.510(5) all Orders authorized by this section must be made in accordance with the provisions of Chapter 125A of the NRS and must contain the following language:

PENALTY FOR VIOLATION OF ORDER: THE ABDUCTION, CONCEALMENT OR DETENTION OF A CHILD IN VIOLATION OF THIS ORDER IS PUNISHABLE AS A CATEGORY D FELONY [BY UP TO 6 YEARS IN PRISON]. NRS 200.359 provides that every person having a limited right of custody to a child or any parent having no right of custody to the child who willfully detains, conceals or moves the child from a parent, guardian or other person having lawful custody or a right of visitation of the child in violation of an order of this Court, or removes the child from the jurisdiction of the Court without the consent of either the Court or all persons who have the right to custody or visitation is subject to being punished [by imprisonment in the state prison for not less than 1 year nor more than 5 years, or by a fine of not less than \$1,000.00,

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- PAYMENT OF CHILD SUPPORT: STACY R. CROOKS shall pay to ALEXANDRA HROUNTAS-CROOKS as and for child support, the sum of FIVE HUNDRED DOLLARS (\$500.00) as and for support and maintenance of the parties' minor child. Such payment shall be made in full on or before the 25th day of each month, out of the husband's  $2^{nd}$  paycheck of such month. The parties certify that the said amount is consistent with the appropriate formula set forth in N.R.S. 125B.070, et seq., commencing at the time of divorce, and continuing thereafter, each and every month, until the child reaches the age of majority, marries, or becomes emancipated. Child support payment shall be made through monthly payment, not later than the 25th of the month from the father to the mother. Co-Petitioner STACY R. CROOKS certifies that \$500.00 is an amount consistent with formula set out in N.R.S. 125B.070(2), and recognizes the time share arrangement, and the relative income of the parties. Co-Petitioners certify that they are in compliance with the provisions of N.R.S. 31A.290 to 31A.290 Section 2, concerning the recovery of payments for child support that direct the withholding or assignment of wages and commissions for payment of support payment, if child support becomes thirty days or more late.
- HEALTH CARE COSTS: Co-Petitioner STACY R. CROOKS, shall maintain medical insurance coverage for the minor child through his employer, as long as he is employed. In the event, however, he is not employed and if Co-Petitioner ALEXANDRA HROUNTAS-CROOKS is employed and can obtain medical insurance through her employer, then she shall be responsible for obtaining

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medical insurance coverage for the minor child. In the event that neither of the parties can obtain medical insurance coverage, through their respective employer, for the minor child, then both the husband and wife shall be responsible for obtaining adequate medical insurance, for the minor child. In any event, both parents shall pay one-half of any expenses for medical, dental or optical care not covered by insurance, including, but not limited to, deductible amounts and co-payments. All of the foregoing is in compliance with NRS 125.450(1) and NRS 125.080(7). Each parent will provide the other with copies of any and all medical bills within thirty (30) days of receiving their copy of the bill.

- 6. That the parties waive any and all rights to spousal support.
- 7. That STACY R. CROOKS will have the Internal Revenue Service tax deduction for the minor child.
  - 8. PARTITION OF COMMUNITY ASSETS AND LIABILITIES

For the purpose of a full, fair and absolute partitioning and division of the community obligations of the parties, the parties agree that the following constitutes a complete list of their assets and debts and the same should be partitioned and divided between the parties as provided below.

- A. Real property, a house at 865 Mahogany Drive, Minden, Nevada 89423, APN 1320-30-311-022, that shall become the sole and separate property of Alexandra Hrountas-Crooks;
- B. Real property, a lot at 2620 Old Ranch Road, Fish Springs, APN 35-350-090, that shall be purchased by Stacy R. Crooks from Alexandra Hrountas-Crooks in the amount of \$68,000.00, and that such payment shall be made in full on or before September 1, 2000;

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- C. Mercedes Benz, 280SE, VIN 10806712002403, shall become the sole and separate property of Alexandra Hrountas-Crooks;
- D. Toyota Truck, VIN JT4RN6659F5083914, shall become the sole and separate property of Stacy R. Crooks;
- E. Nissan Quest, VIN 4N2DN11W5PD801776, shall become the sole and separate property of Alexandra Hrountas-Crooks;
- F. Bank of America Savings Account Numbered 313009946, and its remaining balance of \$16,000.00, shall become the sole and separate property of Stacy R. Crooks;
- G. The following household items shall become the sole and separate property of Stacy R. Crooks: White china-dinnerware, one-half of the pots and pans, twin bed, one-half of the linens/towels/sheets, etc., Large Flokati, Saudi rugs and pictures, camel saddle, dining table and chairs, one television with VCR, stereo and cabinet, family pictures, rocking chair, Saudi baskets, and tools. All remaining household items shall become the sole and separate property of Alexandra Hrountas-Crooks.
- H. Until August 1, 2000, the parties shall equally divide the 1<sup>st</sup> mortgage, 2<sup>nd</sup> mortgage, home utilities, i.e., gas, electric, water, garbage, sewer, telephone, food, and insurance. Effective August 1, 2000, Stacy R. Crooks shall be required to move out of the home and all such expenses shall then become the sole and separate responsibility of Alexandra Hrountas-Crooks.
- I. That Lincoln Financial Group of Fort Wayne, Indiana Retirement Accounts Numbered: 96-9195878; 96-9276459; and, 96-5942833 shall become the sole and separate property of Alexandra Hrountas-Crooks.

Further, ALEXANDRA and STACY agree that all debts incurred by each of them that are not listed above are the responsibility of the party incurring the debt. Each party agrees to indemnify and hold the other party harmless from any creditor who makes claim on the party who has incurred the debt. The parties have physically divided all of their remaining personal property in their actual possession as their sole and separate property.

Further, the parties agree to use a "carry over" basis for the community property assets he or she receives and, in the event either takes the position on his or her income tax return inconsistent with such agreement, such party will indemnify and defend the other and will hold the other harmless for any and all tax liability attributable to such an inconsistent position.

The parties hereby elect to have the division of their marital estate treated as a non-taxable transfer between spouses pursuant to the provisions of the 1984 Tax Reform Act, which amended section 1041 of the Internal Revenue Code. It is acknowledged by the parties that no gain or loss will be recognized on transfers of property between them which are incident to their divorce; and, it is further acknowledged that such transfers are treated as if acquired by gifts so that the basis of the property remains the same as it was prior to the transfer.

PARTITION OF SEPARATE PROPERTY

All property, real and personal, acquired by either party prior to their marriage, or during their marriage, by gift, devise or inheritance is thereby set aside and confirmed to them as separate property.

#### ALIMONY

This Marital Settlement Agreement provided for herein is expressly accepted by each party in lieu of any and all claims and demands for support, maintenance, alimony, costs and all other allowances and awards in any divorce action between the parties, and any other action arising out of the parties' relationship as Husband and Wife, and also in full settlement of any and all claims to any part of the separate property or other property of either party, and in full satisfaction, settlement and discharge of all claims and demands of whatsoever character and however arising against either party.

### MUTUAL RELEASE

That, except as hereinafter specified, each party hereto is released and absolved for any and all obligations and liabilities for the future of the other party. It is mutually understood that this instrument is intended to fully and completely settle all the property rights of the parties hereto.

That except as provided herein, any property acquired by either of the parties hereto, from and after the date of this agreement, shall be the sole and separate property of the one so acquiring the same, and each of said parties hereby respectively grants to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

That the parties hereto do and shall accept the provisions here made for them in full satisfaction of their right to the property accumulated during their

marriage. The parties hereby covenant and agree that they will not at any time hereafter contract any debts, charges or liabilities whatsoever, for which the parties or their property or estate shall or may be or become liable or answerable, and the parties hereby covenant and agree that they will at all times hereafter respectfully keep the parties free and harmless from any and all debts or liabilities which may hereafter be incurred by them.

The parties hereto further covenant and agree that this agreement is made for the purpose of removing the subject matter from the field of litigation, and in the event of a Decree of Divorce being granted to either party, this agreement shall be incorporated in the Final Decree and become a part thereof.

# WAIVER OF SUCCESSION AND INHERITANCE

The parties hereto each waives any and all rights to the estate of the other party. Each of the parties hereto also waives any right to be the administrator or administratrix, or executor or executrix of the estate of the other, and hereby releases and waives all rights to inherit under the will of the other party, or to succeed to an interest in the estate of the other party via the statutes of intestate succession. It is further covenanted and agreed than any and all property acquired by either of the parties hereto, from and after the date of this agreement, shall be the sole and separate property of the party so acquiring that property.

This Agreement shall be binding upon and inure to the benefit of both parties and to their heirs, executors, administrators and assigns.

## NOTICE OF WAIVER

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Petitioner STACY R. CROOKS, acknowledges that he had the opportunity to seek independent legal counsel as to the content of this Joint Petition and Marital Settlement Agreement; Petitioner STACY R. CROOKS, acknowledges that he has read the foregoing Joint Petition and Marital Settlement Agreement; by signing this Petition and signing the Marital Settlement Agreement,

Petitioner STACY R. CROOKS, acknowledges that he has the right to seek independent legal counsel as to the content of said Petition and attached Marital Settlement Agreement, and that he hereby freely, knowingly and intelligently waives said right to independent legal counsel.

Each party is aware that they chose not to seek independent legal counsel, and that each of them is not subjected to any duress, coercion or undue influence by the other party. This document has been prepared and reviewed by each party and approved as to form and content. Each party is aware of their respective division of the community property and is satisfied that this Agreement is fair, just, equitable, and reasonable.

DATED this \_\_\_\_\_\_, 2000.

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2	Soul A Carl
3	ALEXANDRA HROUNTAS-CROOKS STACY E. CROOKS
4	SSN: SSN: 4411 Co-Petitioner, In Pro Per Co-Petitioner, In Pro Per
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7	VERIFICATION
8	STATE OF NEVADA )
9	COUNTY OF )
10	ALEXANDRA HROUNTAS-CROOKS, under penalties of perjury, being first duly
11	sworn, deposes and says:
12	That the undersigned is one of the Petitioners in the above-entitled
13	action; that the Petitioner has prepared and read the above and foregoing
14	Petition and Marital Settlement Agreement, and knows the contents thereof;
15	and that the same is true of Petitioners own knowledge, except for any
16	matters therein stated upon information and belief, and to those matters
17	therein stated, Petitioner believes them to be true.
18	DATED this 26 day of July, 2000.
19	Acrila
20	ALEXANDRA HROUNTAS-CROOKS
21	SUBSCRIBED AND SWORN to before me this
22	2) 1 day of, 2000.
23	NOTARY PUBLIC DONNA S. KRUGER
24	Hotary Public - State of Novada  DOUGLAS COUNTY
25	The stage 5 May Colom Expires (10%, 15%).

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1	STATE OF NEVADA )
2	COUNTY OF Davghs):ss. Deesland Cerej
3	ACKNOWLEDGMENT
4	On $2/5$ day of $3u/y$ , 2000, personally appeared before me
5	ALEXANDRA HROUNTAS-CROOKS, proven to be the person whose name is subscribed
6	to the above instrument, and who acknowledged to that she executed the
7	foregoing EXHIBIT "A" MARITAL SETTLEMENT AGREEMENT.
8	N J X 10 ON HOLAL LEVE
9	NOTARY PUBLIC  DONNA S. KRUGER  Notary Public - State of Novada
10	VERIFICATION  DOUGLAS COUNTY  96-5609-5 My Current Country  OUT TO SEE THE PROPERTY OF THE PRO
11	STATE OF NEVADA )
12	COUNTY OF)
13	STACY R.CROOKS, under penalties of perjury, being first duly sworn,
14	deposes and says:
15	That the undersigned is one of the Petitioners in the above-entitled
16	action; that the Petitioner has prepared and read the above and foregoing
17	Petition and Marital Settlement Agreement, and knows the contents thereof;
18	and that the same is true of Petitioners own knowledge, except for any
19	matters therein stated upon information and belief, and to those matters
20	therein stated, Petitioner believes them to be true.
21	DATED this 21st day of July, 2000.
22	
23	STACY R. CROOKS
24	SUBSCRIBED AND SWORN to before me this  2/st day of 50/x , 2000.  DONNA S. KRUGER
25	Notary Public - State of Moraga DOUGLAS COUNTY
	NOTARY PUBLIC (96-5000-5 My Cenim, Explication, 15, 0002)
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1	STATE OF NEVADA ) :ss.
. 2	COUNTY OF OS
-3	ACKNOWLEDGMENT
4	On this Ast day of July, 2000, personally appeared before me
5	STACY CROOKS, proven to be the person whose name is subscribed to the above
6	instrument, and who acknowledged to that he executed the foregoing EXHIBIT
7	"A" MARITAL SETTLEMENT AGREEMENT.
8	Danie Janes
9	NOTARY PUBLIC  NOTARY PUBLIC  Notary Public - State of Novada
10	DOUGLAS COUNTY
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22	CERTIFIED COPY
fullParve	ument to which this certificate is attached is a and correct copy of the original on file and of
record r	my office.
DATE: 25/1	Charle of the Din Judicial District Court  Charle of the Din Judicial District Court  DOUGLAS OF THE ADA  Late of New Year, in and for the County of Douglas,
of the S	Deputy 2001 APR 24 AM II: 45
Ву	0512876 LINDA SLATER RECORDER
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