

Chelan Canova
Name
1937 N 3330 W D301
Address
Lehi, Utah 84043
City, State, Zip
801-696-9600
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Email

In the Court of Utah

FOURTH Judicial District UTAH County

Court Address 137 NORTH FREEDOM BOULEVARD, PROVO, UT 84606

In the Matter of (select one) ☒ the Marriage of (for a divorce with or without children, annulment, separate maintenance, or temporary separation case) Chelan Canova (name of Petitioner) and Spencer Canova (name of Respondent) Other parties (if any)	Divorce Decree 264401511 Case Number Porter Judge Snow Commissioner (domestic cases)
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The court decrees:

Divorce

1. Chelan Canova is granted a divorce based on the Declaration of Jurisdiction and Grounds signed by Chelan Canova. The divorce will become final upon entry of the divorce decree.

Children (Utah Code 81-6-101(7))

2. **Chelan Canova** and **Spencer Canova** are the legal parents of the following children (Utah Code 81-5-102 et seq.)

- a. Any unborn child listed is expected to be born within 300 days of the entry of the decree.

Minor Children

a.

Child Name: **Everly Canova**

Date of Birth: **Apr 26, 2021**

b.

Child Name: **Kennedy Canova**

Date of Birth: **Sep 20, 2023**

Children – Jurisdiction over custody and parent-time issues (Utah Code 81-11-101, 81-11-201, and 81-11-208)

3. Utah has jurisdiction over the custody and parent-time issues in this case because:

4. During the last five years, the minor children have lived at the following places and with the following people:

a.

Child Name: **Everly Canova**

Date of Birth: **Apr 26, 2021**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Jun 1, 2025**

Address: **1937 N 3330 W D301, Lehi, Utah 84043 United States**

(1).

Caretaker at this address: **Chelan Canova**

Caretaker current address: **1937 N 3330 W D301, Lehi, Utah 84043 United**

States

(2).

Caretaker at this address: **Spencer Canova**

Caretaker current address: **693 Park Shadows Cir., Bountiful, Utah 84010**

United States

b.

Child Name: **Kennedy Canova**

Date of Birth: **Sep 20, 2023**

i.

Move-out Date: **This is the child's current address**

Move-in Date: **Jun 1, 2025**

Address: **1937 N 3330 W D301, Lehi, Utah 84043 United States**

(1).

Caretaker at this address: **Chelan Canova**

Caretaker current address: **1937 N 3330 W D301, Lehi, Utah 84043 United States**

(2).

Caretaker at this address: **Spencer Canova**

Caretaker current address: **693 Park Shadows Cir., Bountiful, Utah 84010 United States**

Children – Other court proceedings

(Utah Rule of Civil Procedure 100; Utah Uniform Child Custody Jurisdiction and Enforcement Act, UCCJEA, Utah Code 81-11-101 et seq.; Utah Uniform Interstate Family support Act, UIFSA, Utah Code 81-8-102 et seq.)

I say the following:

5. There are no custody, child support, or parent-time cases about **Chelan Canova** and **Spencer Canova**'s minor children in any court or government agency. This includes filed, pending, and completed cases.

6. **Chelan Canova** and **Spencer Canova** have physical custody of our child(ren), and are the only people who have custody, child support, and parent-time rights to our child(ren).

PARENTING PLAN

This Parenting Plan is being filed in good faith.

This parenting plan is agreed to by **Chelan Canova** and **Spencer Canova**.

Children - custody

(Utah Code Title 81, Chapter 9, Part 3)

7. It is in the children's best interest that the parties be awarded Joint Legal and Joint Physical Custody. **Chelan Canova** is filing this Parenting Plan and verifies the plan is filed in good faith.

8. The children should reside in **Chelan Canova**'s home **254** overnights each year and in **Spencer Canova**'s home **111** overnights each year.

9. The parents will follow a custom parent-time schedule:

a. **Joint Physical Custody. We agree to Joint Physical Custody 254/111**

overnight schedule parent time under modified UCA §81-9-303 (70/30). Chelan Canova will have 254 overnights each calendar year. Spencer Canova will have 111 overnights each calendar year. Chelan Canova's parent time will be every Monday at 8:30/9:00 am through Friday at 4:30/5:00 pm and alternating weekends beginning on Friday at 4:30/5:00 pm through Monday at 8:30/9:00 am. Spencer Canova's parent time will be alternating weekends beginning on Friday at 4:30/5:00 pm through Monday at 8:30/9:00 am. Spencer Canova's mid week parent time will be on Wednesday and Thursday after work until bedtime on the weeks when it is Chelan Canova's weekend and Wednesday after work until bedtime on the weeks when it is his weekend. We agree to be flexible if we need to switch days or weekends based on our co-parents work or vacation request. Each co-parent will have the opportunity to take 2 weeks of non-consecutive uninterrupted vacation time each year for parent time. Each parent may attend and participate in all school and extracurricular activities of our children, regardless of the parent time schedule. Both co-parents will have access to any school records and documents. We agree to attend mediation within 30 days if Spencer Canova moves closer than 35 miles to Chelan Canova's residence to review over our parent time custody schedule.

Parent-time for special occasions

10. The parents will follow the schedule for special occasions below. If there is more than one child and the children's school schedules vary for purpose of a holiday, at the option of the parent exercising the holiday or the parent's half of the holiday, the children may remain together for the holiday period beginning the first evening that all children's schools are let out for the holiday and ending the evening before any child returns to school. (Utah Code 81-9-302, 303).

Holiday	Period	Spencer Canova	Chelan Canova
Dr. Martin Luther King Jr. Day	Children under five: (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Dr. Martin Luther King Jr. Day. Children five and older: (1) Holiday begins: (a) at the time that school is dismissed for Dr. Martin Luther King Jr. Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Dr. Martin Luther King Jr. Day.	Odd years	Even years
Presidents' Day	Children under five: (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Presidents' Day.	Even years	Odd years

Holiday	Period	Spencer Canova	Chelan Canova
	Children five and older: (1) Holiday begins: (a) at the time that school is dismissed for Presidents' Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Spring Break	Children under five: (1) Holiday begins at 5:30 p.m. on the day that school dismisses for spring break. (2) Holiday ends at 7:30 p.m. on the day before school resumes. Children five and older: (1) Holiday begins at: (a) the time that school is dismissed for spring break; or (b) 5:30 p.m. on the day that school dismisses for spring break at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Odd years	Even years
Memorial Day	Children under five: (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Memorial Day. Children five and older: (1) Holiday begins: (a) at the time that school is dismissed for Memorial Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Memorial Day.	Even years	Odd years
Mother's Day	Children under five: (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 7:30 p.m.. Children five and older: (1) Holiday begins at 5:30 p.m. on the day before Mother's Day. (2) Holiday ends on Mother's Day at 8:30 p.m..	Children under 5: All years if Spencer Canova is the mother or other parent designated Mother's Day in the order. Children five and older: All years if Spencer Canova is the mother or other parent granted Mother's Day in the order.	Children under 5: All years if Chelan Canova is the mother or other parent designated Mother's Day in the order. Children five and older: All years if Chelan Canova is the mother or other parent granted Mother's Day in the order.
Father's Day	Children under five: (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 7:30 p.m.. Children five and older: (1) Holiday begins at 5:30 p.m. on the day before Father's Day. (2) Holiday ends on Father's Day at 8:30 p.m..	Children under 5: All years if Spencer Canova is the father or other parent designated Father's Day in the order. Children five and older: All years if Spencer Canova is the father or	Children under 5: All years if Chelan Canova is the father or other parent designated Father's Day in the order. Children five and older: All years if Chelan Canova is the father or other parent granted

Holiday	Period	Spencer Canova	Chelan Canova
		other parent granted Father's Day in the order.	Father's Day in the order.
Juneteenth National Freedom Day	Children under five: (1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 7:30 p.m. on the day following Juneteenth National Freedom Day. Children five and older: (1) Holiday begins at: (a) 5:30 p.m. on the day before Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is not Father's Day; or (b) 8 a.m. on Juneteenth National Freedom Day if the day before Juneteenth National Freedom Day is Father's Day. (2) Holiday ends at 8:30 p.m. on the day following Juneteenth National Freedom Day.	Even years	Odd years
Independence Day	Children under five: (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 7:30 p.m. Children five and older: (1) Holiday begins on July 3rd at 5:30 p.m. (2) Holiday ends on July 5th at 8:30 p.m.	Odd years	Even years
Pioneer Day	Children under five: (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 7:30 p.m. Children five and older: (1) Holiday begins on July 23rd at 5:30 p.m. (2) Holiday ends on July 25th at 8:30 p.m.	Even years	Odd years
Labor Day	Children under five: (1) Holiday begins on Friday at: (a) 8 a.m. if the parent is available to be with the minor child; or (b) 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 7:30 p.m. on Labor Day. Children five and older: (1) Holiday begins: (a) at the time that school is dismissed for Labor Day; or (b) Friday at 5:30 p.m. at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on Labor Day.	Odd years	Even years
Fall Break	Children under five: (1) Holiday begins at 5:30 p.m. on the day school is dismissed for fall break. (2) Holiday ends at 7:30 p.m. on the day before school resumes. Children five and older: (1) Holiday begins at: (a) the time that school is dismissed for fall break; or (b) 5:30 p.m. on the day school is dismissed for fall break at the	Odd years	Even years

Holiday	Period	Spencer Canova	Chelan Canova
	election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.		
Halloween	Children under five: (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 7:30 p.m. on the same day the holiday begins. Children five and older: (1) Holiday begins on October 31st or the day that Halloween is traditionally celebrated in the local community: (a) at the time that school is dismissed; or (b) at 3 p.m. if there is no school. (2) Holiday ends at 8:30 p.m. on the same day the holiday begins.	Even years	Odd years
Thanksgiving	Children under five: (1) Holiday begins at 5:30 p.m. on the day that school dismisses for Thanksgiving. (2) Holiday ends at 7:30 p.m. on the day before school resumes. Children five and older: (1) Holiday begins at: (a) the time that school is dismissed for Thanksgiving; or (b) 5:30 p.m. on the day that school dismisses for Thanksgiving at the election of the parent granted the holiday. (2) Holiday ends at 8:30 p.m. on the day before school resumes.	Even years	Odd years
Winter Break (First Half)	Children under five: (1) Holiday begins at 5:30 p.m. on the day that school dismisses for winter break. (2) Holiday ends on December 27th at 7:30 p.m. Children five and older: (1) Holiday begins at: (a) the time that school dismisses for winter break; or (b) 5:30 p.m. on the day that school dismisses for winter break at the election of the parent granted the holiday. (2) Holiday ends on December 27th at 8:30 p.m.	Odd years	Even years
Winter Break (Second Half)	Children under five: (1) Holiday begins on December 27th at 7:30 p.m. (2) Holiday ends at 7:30 p.m. on the day before school resumes. Children five and older: (1) Holiday begins on December 27th at 8:30 p.m. (2) Holiday ends at 8:30 p.m. on the day before school resumes after the winter break.	Even years	Odd years
Day of Minor Child's Birthday	Children under five: (1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m. Children five and older: (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.	Even years	Odd years
Day Before or After Minor Child's Birthday	Children under five: (1) Holiday begins at 3 p.m. (2) Holiday ends at 7:30 p.m.	Odd years	Even years

Holiday	Period	Spencer Canova	Chelan Canova
	Children five and older: (1) Holiday begins at 3 p.m. (2) Holiday ends at 8:30 p.m.		

Parent-time transfers

11. Pick-up and drop-off (“transfers”) of the children for parent-time will be as described below:

The parties will make arrangements for pick up, delivery and return of the children prior to each scheduled parent-time.

Curbside transfers

12. There will not be curbside transfers. The parent/person dropping-off or picking-up a child may accompany the children to the other parent/person when parent-time transfers are made.

Decision-making

13. Each parent will make day-to-day decisions for the children during the time they are caring for the children. Either parent may make emergency decisions affecting the health or safety of the children. A parent who makes an emergency decision must share the decision with the other parent as soon as reasonably possible.

Joint decision-making. The parents will share responsibility for making major decisions about the children. If there is a disagreement, the parents will resolve the dispute as provided in the Resolving disputes section below.

Education plan

14. The school the children will attend is based on **Chelan Canova's** home residence.

15. Chelan Canova and Spencer Canova has authority to check the children out of school. Chelan Canova and Spencer Canova has access to the children during school. If the parents cannot agree, education decisions will be made by Chelan Canova.

Communication with each other

16. Parents will communicate with each other by any method.

Communication with the children

17. The parents agree they will:

- provide age-appropriate help to the children to communicate with the other parent.
- give the children privacy during their communication with the other parent. The parents will not interfere with or monitor communication between the children and the other parent.

18. Parents and children may communicate with each other whenever the children choose.

- By any method

Records and information sharing

19. Both parents will have access to records and the ability to consult with providers regarding education, child care, and health care.

Travel by the children

20. During their parent-time, the parent may consent for the children to travel with a sports team, religious group, school group, relatives, friends, by themselves, or with others.

21. If the children will be travelling for more than **3** days, the parent arranging the travel will notify the other parent at least **14** days in advance. That parent will give the other parent the travel schedule, locations and phone numbers at least **7** days in advance. In case of emergency, the parent will provide as much notice as possible.

22. Other agreements about travel by the children: **Vacation Parent Time. We agree to give advance notice to the other parent of a planned vacation. Each parent agrees to make reasonable accommodations for the successful scheduling of any vacation. Each parent agrees to make a concerted effort to schedule vacation time per the regular parent time schedule and to be fair in making vacation requests. We agree that if a parent is traveling with the children for more than 3 day(s), they will provide notice of their travel with 14 day(s) notice to their co-parent and at least 7 day(s) prior to traveling provide the itinerary information regarding all travel we may do with our children, including flight information, destinations and emergency telephone contact numbers. We agree to split all passport fees 50/50 and will attend the appointment or sign paperwork in order to complete the passport for our minor children. Chelan Canova will keep the passports and legal documents for the children and have them available for Spencer Canova to use with the children.**

Child care

23. A child care provider for our children must be:

24. Other terms about child care: **We agree to mutually work out child-care arrangements for our children with child-care providers we mutually trust. Both parties will equally share all reasonable work, career, or occupational training-related child-care expense. Spencer Canova will contribute up to \$1,000 towards child care each month for his 50%. The party who pays child-care expenses must provide the other party written verification of the cost and identity of the child-care provider. This must be done when they first hire the provider, and any time the other party asks for the information. The party incurring or paying child-care expenses must notify the other party of any change of child-care provider or**

monthly expenses. This must be done within 30 calendar days of the change. The party not directly paying for child-care must pay their share of child-care expenses as soon as they receive verification of the expenses. If a party does not follow the order to provide written verification, they may not receive credit for work, career, or occupational training related child-care expenses or recover the other party's share of the expenses. UCA §78B-12-214-215

Relocation of a parent

25. Neither parent may relocate with the minor children more than **35** miles from their current residence without a written agreement signed by the parties or further court order.

26. Other terms about relocating: **We agree to attend mediation within 30 days if Spencer Canova moves closer than 35 miles to Chelan Canova's residence to review over our parent time custody schedule.**

27. If either parent lives 150 miles or more away from the other or the parents live in separate countries, costs for the children's travel expenses for parent-time will be paid by **the parent who moved, except one-half of the expenses for the summer or off-track time will be paid by the other parent.**

28. If a parent has been found in contempt for not being current on all support obligations, and they do not have primary physical care of the child, they will be responsible for the child's related travel expenses.

29. Reimbursement for the child's travel expenses must be made within 30 days of receipt of documents detailing those expenses.

Resolving disputes

30. If the parents need to resolve a dispute regarding the children, they will discuss the issues in good faith and try to reach an agreement based on what is best for their children. If the parents are unable to agree, they will go to the following before bringing the issue to the court:

a. **Mediation**

Changing the plan

This plan remains in effect until changed. A change comes from a modification of a court order.

31. A joint physical custody arrangement may result in denial of cash assistance under the Employment Support Act, Title 35A, Chapter 3, of the Utah Code.

END OF PARENTING PLAN

Income: Petitioner (Chelan Canova) (Utah Code 81-6-203)

32. **Chelan Canova's** gross monthly income for child support purposes is **\$10350**. **Chelan Canova** receives the following gross monthly income:

Income: Respondent (Spencer Canova) (Utah Code 81-6-203)

33. **Spencer Canova's** gross monthly income for child support purposes is **\$3300**.

Spencer Canova receives the following gross monthly income:

34. The adjusted gross monthly income for **Spencer Canova** is **\$3300**.

Child support (Utah Code Title 81, Chapter 6, Parts 1 and 2)

35. It is in the best interest of the children that **Spencer Canova** be ordered to pay child support to **Chelan Canova** as follows:

a. **\$485.00** per month base support. This amount complies with the Utah Child Support Act.

36. Once a child is no longer eligible to receive child support, the support amount for the eligible children should be recalculated using the child support worksheet (Utah Code Title 81, Chapter 6, Parts 1 and 2). The parties may not divide the base child support award by the number of children and subtract that amount from the prior child support amount.

37. The **joint** custody worksheet was used to calculate child support.

38. The base child support amount using the joint custody calculation is **\$485** per month.

Child support reduction for extended parent-time

39. If a child lives with the non-custodial parent by court order or written agreement of the parties for:

- 25 of any 30 consecutive days, base child support will be reduced by 50% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(a)).
- 12 of any 30 consecutive days, base child support will be reduced by 25% for each child who lives with the non-custodial parent during that time. (Utah Code 81-6-211(1)(b)).

The custodial parent's normal parent-time and holiday parent-time do not count as an interruption of the consecutive day requirement.

40. If a child receives cash assistance through the T.A.N.F. or F.E.P. programs, any agreement by the parties to reduce child support during extended parent-time must be approved by the Office of Recovery Services.

41. **Chelan Canova** will give **Spencer Canova** the information needed to set up direct deposit through **Spencer Canova's** employer. Once **Spencer Canova** has the information, **Spencer Canova** will have **Spencer Canova's** employer set up direct deposit to an account of **Chelan Canova's** choice. One half of the child support is due by the 5th of each month, and the other half is due by the 20th of each month.

42. The issue of past-due child support may be decided by future court or administrative action.

43. **Chelan Canova** and **Spencer Canova** will each pay half of any ORS fee.

- a. If a fee is withheld from payments to **Chelan Canova**, **Spencer Canova** will reimburse **Chelan Canova** for half the fee.

44. The parties must notify each other within 30 days of any change in their income.

45. The Office of Recovery Services (<https://ors.utah.gov/>) provides services to individuals who are seeking assistance in the collection or enforcement of child support orders.

Dependent children for tax purposes

46. **Chelan Canova** may claim the parties' children as dependents/exemptions for tax purposes.

Child health care (Utah Code 81-6-208)

47. The parties must provide health care coverage for the medical expenses of the dependent children. Health care coverage means coverage under which medical services are provided to a dependent child through: fee for service, a health maintenance organization, a preferred provider organization, any other type of private health insurance, or public health care coverage. Utah Code 81-6-101(14),

48. The parent who is able to obtain the most affordable medical, hospital, and dental insurance for the dependent children must maintain medical, hospital, and dental care insurance for the dependent children if it is available at reasonable cost. If medical insurance is not available at reasonable cost then both parents must ensure the children have health care coverage. This may require applying for public health care coverage, such as CHIP or Medicaid.

a. If, at any time, a dependent child is covered by the medical, hospital, or dental insurance plans of both parents, the coverage will be as follows:

- **Chelan Canova's** insurance will be primary coverage.
- **Spencer Canova's** insurance will be secondary coverage.

b. If a parent remarries and that parent's dependent child is not covered by that parent's health, hospital, or dental insurance plan but is covered by a step-parent's plan, the coverage will be as follows:

- **Chelan Canova's** spouse's insurance will be primary coverage.
- **Spencer Canova's** spouse's insurance will be secondary coverage.

c. Both parties will equally share the out-of-pocket costs of the insurance premiums.

d. Both parties will equally share all uninsured and unreimbursed medical and dental expenses that are reasonable and necessary. This includes deductibles, co-insurance, and co-payments paid by a party for the dependent children.

e. The party who pays health care expenses must provide the other party written verification of the cost and payment within 30 days.

f. If a party does not follow this order and provide written verification, they may not be able to receive credit for health care expenses or recover the other party's share of the expenses.

g. On or before January 2 of each year, the party ordered to maintain coverage must

provide verification of coverage to the other party, and ORS, if they are involved.
h. If there is any change in coverage, within 30 days of the change the party ordered to maintain coverage must notify the other party and ORS, if they are involved.

Child care expenses (Utah Code 81-6-209)

49. All reasonable work, career, or occupational training-related child care expenses will be paid as follows

We agree to mutually work out child-care arrangements for our children with child-care providers we mutually trust. Both parties will equally share all reasonable work, career, or occupational training-related child-care expense. Spencer Canova will contribute towards his portion of the child care expense based on the agreements made between himself and Chelan Canova. The party who pays child-care expenses must provide the other party written verification of the cost and identity of the child-care provider. This must be done when they first hire the provider, and any time the other party asks for the information. The party incurring or paying child-care expenses must notify the other party of any change of child-care provider or monthly expenses. This must be done within 30 calendar days of the change. The party not directly paying for child-care must pay their share of child-care expenses as soon as they receive verification of the expenses. If a party does not follow the order to provide written verification, they may not receive credit for work, career, or occupational training related child-care expenses or recover the other party's share of the expenses. UCA §78B-12-214-215

Public assistance statement – Office of Recovery Services (ORS) (Utah Code 81-6-106(2)-(3))

50. Neither party has received or is receiving public assistance from the State of Utah.

Personal property (Utah Code Title 81, Chapters 1, 4, 6, and 9)

51. All personal property not addressed in the divorce should be divided as the parties have already divided it.

Vehicles

52. Vehicles will be divided as follows:

a.

Year: **2006**
Make: **Toyota**
Model: **Avalon**
VIN: **N/A**
Owner (before divorce): **Chelan Canova**
Current value: **\$2,200.00**
Amounts Estimated: **no**
Ownership After Divorce: **Spencer Canova**

Loan: **N/A**

b.

Year: **2021**

Make: **Ford**

Model: **Bronco Sport**

VIN: **N/A**

Owner (before divorce): **Chelan Canova**

Current value: **\$15,770.00**

Amounts Estimated: **no**

Ownership After Divorce: **Chelan Canova**

I.

Lender: **Mountain America Credit Union**

Address: **9800 S. Monroe St., Sandy, UT 84070**

Date Acquired: **N/A**

Amount Owed: **\$16,258.52**

Amounts Estimated: **no**

Monthly Payment: **\$552.57**

The debt will be paid as follows: **Chelan Canova will pay the entire debt.**

Chelan Canova will provide a copy of the divorce decree to the lender.

Stock, bond, securities, or money market fund accounts

53. The stock, bond, securities, or money market fund accounts will be divided as follows:

a.

Account Number: **8452**

Account Type: **Cryptocurrency**

Institution Name: **Robinhood Financial, LLC**

Address: **85 Willow Road Menlo Park, CA 94025**

Date Opened: **N/A**

Balance (US Dollars): **\$69.48**

Estimated: **no**

Owner: **Spencer Canova**

Co-Owner(s): **N/A**

Divide as follows: **Spencer Canova should be awarded the entire balance of \$69.48 from this money.**

54. This other property will be divided as follows:

a.

Description: **Wedding Ring**

Date acquired: **N/A**

Current value: **\$700.00**
Estimated: **no**
Ownership after divorce: **Chelan Canova**
Loan: **N/A**

- b.
- Description: **MacBook Pro Laptop**
Date acquired: **N/A**
Current value: **\$1,000.00**
Estimated: **no**
Ownership after divorce: **Spencer Canova**
Loan: **N/A**

Debts

55. Each party will be ordered to assume and pay debts as follows. The party assuming the debt must put the debt in their name and pay it. If they can't put the debt in their name, they must still pay it. If a party pays a debt they are not responsible for, they can recover that amount from the responsible party.

Credit Card Debt

- a.
- Account Number: **9802**
Institution Name: **Target**
Address: **1000 Nicollet Mall, Minneapolis, MN 55403**
Amount owed on debt (in US Dollars): **\$885.66**
Minimum Monthly Payment (in US Dollars): **\$30.00**
Owner: **Chelan Canova**
The debt will be paid as follows: **Chelan Canova will pay half of the debt. Spencer Canova will pay half of the debt. Chelan Canova will provide a copy of the divorce decree to the lender.**

- b.
- Account Number: **2578**
Institution Name: **Credit One**
Address: **6801 S Cimarron Rd Las Vegas, NV 89113**
Amount owed on debt (in US Dollars): **\$330.00**
Minimum Monthly Payment (in US Dollars): **\$25.00**
Owner: **Spencer Canova**
The debt will be paid as follows: **Chelan Canova will pay half of the debt. Spencer Canova will pay half of the debt. Spencer Canova will provide a copy of the divorce decree to the lender.**

Installment Loan Debt

a.

Account Number: **2459**

Institution Name: **Wells Fargo Personal Loan**

Address: **420 Montgomery Street, San Francisco, California 94163**

Amount owed on debt (in US Dollars): **\$16,180.08**

Minimum Monthly Payment (in US Dollars): **\$256.00**

Owner: **Chelan Canova**

The debt will be paid as follows: **Chelan Canova will pay half of the debt.**

Spencer Canova will pay half of the debt. Chelan Canova will provide a copy of the divorce decree to the lender.

b.

Account Number: **1039**

Institution Name: **SoFi**

Address: **234 1st Street, San Francisco, CA 94105**

Amount owed on debt (in US Dollars): **\$17,151.62**

Minimum Monthly Payment (in US Dollars): **\$431.01**

Owner: **Chelan Canova**

The debt will be paid as follows: **Chelan Canova will pay half of the debt.**

Spencer Canova will pay half of the debt. Chelan Canova will provide a copy of the divorce decree to the lender.

c.

Account Number: **7081**

Institution Name: **Wells Fargo Personal Loan**

Address: **420 Montgomery Street, San Francisco, California 94163**

Amount owed on debt (in US Dollars): **\$1,078.00**

Minimum Monthly Payment (in US Dollars): **\$35.00**

Owner: **Spencer Canova**

The debt will be paid as follows: **Chelan Canova will pay half of the debt.**

Spencer Canova will pay half of the debt. Spencer Canova will provide a copy of the divorce decree to the lender.

d.

Account Number: **3102**

Institution Name: **Empower**

Address: **8515 E. Orchard Road Greenwood Village, CO 80111**

Amount owed on debt (in US Dollars): **\$10,946.23**

Minimum Monthly Payment (in US Dollars): **\$377.54**

Owner: **Chelan Canova**

The debt will be paid as follows: **Chelan Canova will pay the entire debt. Chelan Canova will provide a copy of the divorce decree to the lender.**

e.

Account Number: **6431**

Institution Name: **Avant**

Address: **222 W Merchandise Mart Plaza, Suite 900 Chicago, IL 60654**

Amount owed on debt (in US Dollars): **\$893.00**

Minimum Monthly Payment (in US Dollars): **\$30.00**

Owner: **Spencer Canova**

The debt will be paid as follows: **Chelan Canova will pay half of the debt. Spencer Canova will pay half of the debt. Spencer Canova will provide a copy of the divorce decree to the lender.**

f.

Account Number: **2093**

Institution Name: **Concora**

Address: **14600 NW Greenbrier Pkwy, Beaverton, Oregon 97006**

Amount owed on debt (in US Dollars): **\$1,100.00**

Minimum Monthly Payment (in US Dollars): **\$45.00**

Owner: **Spencer Canova**

The debt will be paid as follows: **Chelan Canova will pay half of the debt. Spencer Canova will pay half of the debt. Spencer Canova will provide a copy of the divorce decree to the lender.**

g.

Account Number: **1120**

Institution Name: **Zabel**

Address: **4201 Congress Street, Suite 125, Charlotte, North Carolina 28209**

Amount owed on debt (in US Dollars): **\$9,001.00**

Minimum Monthly Payment (in US Dollars): **\$337.00**

Owner: **Spencer Canova**

The debt will be paid as follows: **Spencer Canova will pay the entire debt. Spencer Canova will provide a copy of the divorce decree to the lender.**

h.

Account Number: **0000**

Institution Name: **Paul Canova**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$1,200.00**

Minimum Monthly Payment (in US Dollars): **\$100.00**

Owner: **Chelan Canova**

The debt will be paid as follows: **Spencer Canova will pay the entire debt. Spencer Canova will provide a copy of the divorce decree to the lender.**

i.

Account Number: **0000**

Institution Name: **Conrad Smith**

Address: **N/A**

Amount owed on debt (in US Dollars): **\$9,000.00**

Minimum Monthly Payment (in US Dollars): **\$100.00**

Owner: **Chelan Canova and Spencer Canova**

The debt will be paid as follows: **Conrad Smith Personal Loan: We agree to pay \$4,961.72, directly to Conrad Smith from the Empower 401k cash out to pay off a portion of the personal loan from Conrad Smith after the divorce. Spencer Canova will pay \$4,168.80 in monthly installments of \$100 for 41.69 months directly to Chelan Canova to pay off his portion of the personal loan from Conrad Smith after the divorce. Spencer Canova can pay off the debt balance owed for the personal loan from Conrad Smith in full or in lump sums until the loan balance is at zero.**

Real property

56. The parties acquired the following real property during the marriage:

a.

Description: **Marital Residence**

Address: **1937 N 3330 W D301, Lehi, Utah, Utah 84043 United States**

Tax ID: **55745-2022**

Legal Description: **UNIT 301, PLAT E, TIMP POINT, PHASE 1 CONDOS. AREA 0.029 AC. ALSO UNIT 301 (GARAGE), PLAT E, TIMP POINT, PHASE 1 CONDOS. AREA 0.005 AC. TOTAL AREA .034 AC.**

Date property acquired: **May 4, 2022**

Names on title: **Chelan Canova**

Original cost: **\$368,338**

Current value: **\$347,000.00**

Property values estimated: **no**

Disposal: **Chelan Canova will receive sole ownership of this property.**

i.

Creditor: **N/A**

Names on mortgage: **Chelan Canova**

Date mortgage acquired: **May 4, 2022**

Mortgage balance: **\$326,916.73**

Monthly payment: **\$2,046.39**

Mortgage values estimated: **no**

This mortgage will be paid as follows after the divorce: **Chelan Canova will pay the entire debt. Chelan Canova will provide a copy of the divorce decree to the lender.**

Alimony

57. Neither party will pay alimony.

Retirement money

Retirement money – retirement accounts

58. The parties have retirement money. The owner of the retirement money Plan Participant must do whatever is necessary for both parties to have full access to information about the pension plan, retirement account, money and benefits. This includes signing any forms needed for release of the information to the other party (Alternate Payee).

59. If the Plan Participant receives any retirement money awarded to the Alternate Payee, the Plan Participant receives that money in a constructive trust for the Alternate Payee. The Plan Participant is ordered to pay the benefit directly to the Alternate Payee within 5 days of its receipt. Information on the pension plans and how they are to be divided is listed below:

a.

Account Number: **1206**

Plan Name: **401k**

Plan Administrator: **NA**

Company Name: **Empower**

Address: **PO Box 173764 Denver, CO 80217**

Date Opened: **Dec 28, 2023**

Plan Value: **\$30058**

This plan is in the name of: **Chelan Canova**

Divide as follows: **The retirement money should be awarded by percentage.**

Chelan Canova should be awarded 50% and Spencer Canova should be awarded 50%. Chelan Canova should prepare the Qualified Domestic Relations Order (QDRO) for this plan within 90 days after the divorce decree is entered.

Additional provisions

60. The parties will adhere to the following additional provisions:

a.

Additional Provision: **We agree to create a co-parenting relationship based on trust and respect. We agree to communicate as co-parents with respect to each other's communicated boundaries. We agree in our co-parent**

communication to prioritize our children, be mindful and positive when speaking of each other's living situations, keeping our emotions in check with a neutral tone, talk positively about our co-parent and make all major decisions together. We agree to have open communication about what is going in the girls lives. We agree to reach out for clarification and ask questions with curiosity of our co-parent if we are experiencing miscommunication. We agree to communicate with simple and straightforward information or requests of our co-parent. We agree to keep our communication focused on our children. We agree to respond to co-parent communication within 24 hours. We agree to continue to teach our children to love themselves, that their mom and dad love them, to value education and financial stability. We desire our children to have a relationship with God and spirituality. We want our children to feel deeply loved, know their worth, treat others kindly, trust themselves and grow into resilient, honest and emotionally healthy adults. We agree to strive to have consistency in our two homes and teach our children similar values such as respect, responsibility, hard work, following the rules of the household, similar bed time routines and curfews. We agree to leave the past in the past—taking only the lessons we have learned and the motivation to making things work better in the future. We agree to trade favors and to be accommodating with requests. This will encourage cooperation and flexibility in our parenting relationship and prevent resentments from accumulating between us. We believe that open, honest, and direct communication between us is essential to an effective parenting relationship. We agree to be respectful in all our co-parent communications. We agree to share positive words regarding our co-parent's strengths when communicating with our children. We understand the difference between a legitimate complaint and an injurious criticism. We agree to share our concerns in a respectful manner and agree to receive complaints without taking personal offense. We agree to function as a parent-team in raising our children. We agree to support each other in our respective parenting roles. We agree to discuss and reach a consensus, if possible, on family rules, routines, and consequences for misbehavior. We understand that if we act consistently and as a "united front," our children will feel more secure and play one parent against each other less often. We agree to not use our children as messengers, spies, or problem-solvers. We recognize that friends and social activities will have a greater importance in our children's lives as they grow older. We agree to allow our children more input into planning their parent time schedule as they grow older. We recognize that it is important for our children's emotional well-being that we hold the other parent in high esteem as a parent in our respective conversations with the children throughout their lives. We agree to work together as cooperative parents and see the other parent as a resource for the successful rearing of our children.

We recognize that we share many common values. From time to time, we will share different perspectives. We will use our best efforts to listen and understand our co-parent's point of view and respect his/her perspective. If our children make a request; we agree to listen to our child and our children's request. We agree to work together as co-parents to try and accommodate the children's request within a reasonable time frame. Religion. We agree to support our children if they choose to participate in any religious organization and ordinances. Parenting Meeting. We agree to hold a monthly parenting meeting at or around the last Sunday of each month or at a mutually agreed on time. We will communicate in person or by a brief telephone conversation. Topics Parenting Meeting. At our parenting meeting, we will plan our parent time calendar and set forth all childcare arrangements, exchange times, and transportation logistics. We will share information regarding our children, including their school progress, extracurricular activities, health care issues, mental and emotional development, and other information. Internet Calendar. We agree to contribute to an internet calendar (Skylight Calendar) to summarize our parent time plans and to provide notice of our children's activities and events. Parent Time Schedule. We agree to provide quality parent time opportunities for our children in the following manner. We desire to design a schedule that meets the needs and best interests of our children. We agree to be flexible with each other if minor changes are necessary. We agree to modify our schedule when necessary and schedule "complete" trades to ensure fairness. We agree that the following schedule will be our guide.

b.

Additional Provision: Joint Legal Custody. We agree to have Joint Legal Custody for all medical, educational, and legal matters concerning our children. In the case of a tie breaking decision for Joint Legal Custody after using the dispute resolution clause in this agreement; Chelan Canova will make the tie breaking decision for education decisions and Chelan Canova will make the tie breaking decision for medical decisions.

c.

Additional Provision: First Right to Refusal. We agree to call our co-parent whenever possible for any of our extended childcare needs of 4 hours or more. This will allow the parent to have additional time with our children while the other parent is involved in work-related or personal matters. Parental care shall be presumed to be better care for the children than surrogate care and the court shall encourage the parties to cooperate in allowing the noncustodial parent, if willing and able to transport the children, to provide the childcare. Childcare arrangements existing during the marriage are preferred as are

childcare arrangements with nominal or no charge.

d.

Additional Provision: Special Occasions. Special Consideration shall be given by each parent to make the children available to attend family functions including funerals, weddings, family reunions, religious holidays, important ceremonies, and other significant events in the life of the children or in the life of either parent which may inadvertently conflict with the parent-time schedule.

e.

Additional Provision: Electronic Devices and Internet. We agree to allow our children access to our electronic devices to communicate with their parents and access to their iPad/tablet for screen time while traveling.

f.

Additional Provision: Orthodontic Expenses. We agree to mutually research and sign contracts for orthodontic treatment for our children and we agree to split 50/50 shared out of pocket cost, setting up independent payment plans if possible.

g.

Additional Provision: Extracurricular Activities. We agree to pre-approve all extracurricular activities with our co-parent prior to signing up our children for the activity. We agree to share the cost of the extracurricular activities 50/50. If our co-parent does not approve of the cost for the children, the other co-parent may pay for a greater portion or 100% of the extracurricular activity.

h.

Additional Provision: Educational Fees and Educational Related Travel. We agree to share the cost 50/50 of all school fees and school related travel 50/50 unless a co-parent does not agree on the cost and it is optional.

i.

Additional Provision: Children's Clothing. We agree to provide all the necessary clothing and toiletries for our children in our own individual homes. We can share in the cost of shared clothing and toiletry items 50/50 if both co-parents agree to the shared cost.

j.

Additional Provision: Debt After the Divorce. We agree to use our 2026 IRS Tax

Refund (\$12,626.00) to pay off a portion of the Wells Fargo #2459 (Personal Loan) of \$16,180.08 with the remaining balance of \$3,554.08 being paid after the divorce by Chelan Canova. We agree to pay off the following debt for the SoFi #1039 (Personal Loan) of \$17,151.62, Target #9802 (Credit Card) of \$885.66, Credit One #2578 (Credit Card) of \$330.00, Wells Fargo #7081 (Personal Loan) of \$1,078, Avant #6431 (Personal Loan) of \$893, Conrad Smith (Personal Loan) of \$9,000 partial payment of \$4,961.72 and Concora #2093 (Personal Loan) of \$1,100 with the cash from the QDRO from the Empower 401k withdrawal. The remaining debt will be paid in the following way after the divorce. Chelan Canova will be 100% liable for the following debt after the divorce totaling \$14,369.80 for the following debt (Empower 401k Loan \$10,946.23 and remaining balance of \$3,554.08 of the Wells Fargo Personal Loan #2459). Spencer Canova will be 100% liable for the following debt after the divorce totaling \$14,369.80 from the following debt (Zabel Personal Loan #1120 for \$9,001.00, Paul Canova Personal Loan for \$1,200.00 and Conrad Smith Personal Loan for \$4,168.80). Conrad Smith Personal Loan: We agree to pay \$4,961.72, directly to Conrad Smith from the Empower 401k cash out to pay off a portion of the personal loan from Conrad Smith after the divorce. Spencer Canova will pay \$4,168.80 in monthly installments of \$100 for 41.69 months directly to Chelan Canova to pay off his portion of the personal loan from Conrad Smith after the divorce. Spencer Canova can pay off the debt balance owed for the personal loan from Conrad Smith in full or in lump sums until the loan balance is at zero.

k.

Additional Provision: Deeds and Titles. Both parties shall sign whatever documents are necessary to transfer title and quit claim deeds or any other documents necessary that are outlined in the Decree of Divorce and are necessary to implement the Decree of Divorce.

l.

Additional Provision: Financial Accounts. We agree to the following for our retirement accounts after the divorce. For Peek Travel Inc. Stock account, Graphite Systems Inc. Stock account and Pura Scents Inc. Stock account; in the event of a cash pay out event we agree to split the cash payout 50% between the parties and be 100% of the tax liability. For the Graphite Systems Inc. Gifted Shares in Chelan Canova's name; Spencer Canova waives all claim to 100% of the 500,000 shares. We agree to complete a QDRO for the division of the retirement accounts within 90 days after the finalization of our divorce through the courts.

m.

Additional Provision: **Financial Separation. We agree to split all monthly expenses 50/50 until we agree to financially separate. We agree to keep all loans in good standing as we are jointly responsible for the debt or asset. We agree to split all bank accounts, cash, stock and investment cash at the time of financial separation. We agree to financially separate on March 1st, 2026.**

n.

Additional Provision: **Significant Others. We agree not to introduce our children to anyone we are dating until we have dated someone for at least six months and consider them to be our significant other. We agree to not cohabitate with a significant other with the children present before dating one year.**

Duty to sign documents

61. The parties will sign all documents necessary to comply with the divorce decree within 60 days from entry of the decree. If a party fails to sign a document within 60 days, the other party may ask the court to appoint someone to sign the document. (Utah Rule of Civil Procedure 70)

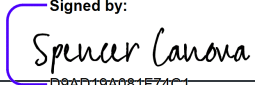
Name after divorce

62. **Chelan Canova** changed **her** name when the parties married. **Chelan Canova's** name will be **Chelan Smith** after the divorce.

Judge's signature may instead appear at the top of the first page of this document

<u>8/26/26</u> Date	Signature ▶  Judge <u>Denise M Porter</u>
 Date	Signature ▶ _____ Commissioner _____

Approved as to Form.

Other Party Signature ▶	Signed by:  D9AD19A081F74C1...
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Other Party Spencer Canova
Name

Certificate of Service

I certify that I filed with the court and am serving a copy of this Divorce Decree on the following people.

a.

Name: **Spencer Canova**
Method of service: **Email**
Address: **canova.spencer@gmail.com**
Date of Service: **Jun 13, 2026**

06/13/2026

Date

Signature

Chelan Canova

Chelan Canova

Printed Name