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Attorney for Respondent

<p align="center">IN THE THIRD DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH</p>	
<p>In the Matter of the Marriage of:</p> <p>MELANIE PAZ SALDANA, Petitioner,</p> <p>and</p> <p>VICTOR MANOEL SANTA DOS SANTOS, Respondent.</p>	<p align="center">DECREE OF DIVORCE</p> <p>Case No. 254903815 Judge: Barry Lawrence Commissioner: Kim M. Luhn</p>

The above-captioned matter came on regularly for consideration by the court without hearing. Pursuant to the *Stipulation and Marital Settlement Agreement*, a judgment for a divorce can be entered. The court, having reviewed the pleadings on file herein, and having entered its *Findings of Fact and Conclusions of Law*, does now ORDER, ADJUDGE, and DECREE as follows:

1. The parties are awarded a Decree of Divorce on the grounds of irreconcilable differences, the same to become final upon entry by the court clerk.

REAL PROPERTY

2. During the marriage, Petitioner and Respondent jointly acquired real property at 5256 W Miller Crossing Dr., Herriman, Utah 84096. The parties agree as follow:

a. The marital home will be listed for immediate rental following the entry of this Decree. The parties will jointly retain a qualified property management company to manage the Property. The management service fees will be divided equally between the parties (50% each).

b. Lender/Service/Manager Notices: Victor will be added to all future notices and communications regarding the home with respect to the lender, servicer, or property manager. He will be provided with documentation to verify the mortgage amount owed, after rent is applied. This includes rental statements, owner disbursements, management fees, and rent records. His preferred contact information is **Email**: santosvictor327@gmail.com and **Phone**: 719-210-9800.

c. Mortgage Obligation: The two recorded mortgages are treated collectively as one mortgage obligation for the property.

d. All rental income received will first be applied to pay the monthly mortgage. In the event that rental income is insufficient to pay the full mortgage payment, the parties will equally share the remaining balance of the mortgage due (50% each). If rental income exceeds the mortgage payment, the excess will be divided equally between the parties (50% each).

e. Refinancing, Leasing, and Management Decisions Going Forward: Future refinancing, leasing, and major management decisions should require mutual written consent between the parties.

f. Until the Property is sold or otherwise disposed of under the terms of this Decree, the parties will share equally all property insurance premiums, repair costs, and improvement expenses relating to the Property (50% each). The parties will communicate in good faith before incurring repair or improvement expenses exceeding \$500.

g. The parties shall list the Property for sale no sooner than one (1) year and no later than two (2) years from the entry of this Decree. From the gross proceeds of the sale, the remaining mortgage balance will first be satisfied, and any remaining net equity shall be divided equally between the parties (50% each).

RETIREMENT ACCOUNTS, PENSION FUNDS, ETC.

3. Petitioner will retain all rights, title, and interest in her 401(k) account as her sole property. Respondent will have no claim to any part of this account and waives any and all interest in it. Except as provided herein, the parties state that neither has any other retirement or pension accounts that require division.

PERSONAL PROPERTY

4. During the marriage, Petitioner and Respondent acquired certain items of personal property.

a. Personal Property Awarded to Petitioner: Petitioner will be awarded the following item of personal property free from any claim of Respondent: 2009 Scion XD.

b. Personal Property Awarded to Respondent: Respondent will be awarded the following item of personal property free from any claim of Petitioner: BMW S1000 RR.

c. The parties shall sell all personal property and household items located in the marital residence. The net proceeds from the sale of such personal property shall be divided equally between the parties (50% each).

SAVINGS ACCOUNTS AND CHECKING ACCOUNTS

5. The parties do not have any joint bank accounts.

6. Any funds in Petitioner's bank account shall be awarded to Petitioner free and clear of any claims by Respondent.

7. Any funds in Respondent's bank account shall be awarded to Respondent free and clear of any claims by Petitioner.

DEBTS AND OBLIGATIONS

8. The parties will be equally responsible for the outstanding balances on the following jointly held credit cards as of the date of the Decree:

a. American Express Credit Card, balance of \$5,930.09.

b. Citibank Credit Card, balance of \$6,925.65.

c. The parties will each pay fifty percent (50%) of the monthly payments due on these accounts until the balances are paid in full.

9. As of the date of the Decree, neither party will make any further charges on the jointly held American Express or Citibank credit cards. Upon payment in full of the balances owed, these accounts will be closed.

10. Any debts not disclosed in the Decree, or any debts held solely in one party's individual name, shall be the sole responsibility of that party.

ALIMONY

11. No alimony payments will be paid to, or received from, either party.

MUTUAL RESTRAINING ORDERS RELATED TO THE PARTIES

12. Both parties shall be mutually restrained from harassing, annoying, or otherwise bothering the other party, or from committing any domestic violence or abuse against the other party.

13. Any communication between the parties will be civil in nature which includes but is not limited to no cussing, no name calling, nor derogatory language.

14. Neither party will access electronic accounts in the other party's name, including social media accounts, email accounts, financial accounts, utilities accounts, or medical accounts.

15. Neither party will distribute the other party's image or personal information.

16. Neither party will conduct any sort of transaction or make any type of agreement or contract in the other party's name.

17. **Duty to Cooperate:** The parties shall cooperate with each other, through counsel or otherwise, to effect the changes in title to property to be divided by their Decree, to change

names and responsibilities for payment of debts divided herein, and to cooperate in each and every other way necessary to ensure that the Decree is carried out in every detail.

18. **Default:** If either Party defaults in his or her obligations after a decree is entered, the Party in default will be liable to the prevailing Party for all reasonable expenses, including reasonable attorney's fees and court costs incurred in enforcing the obligations created by the Decree.

19. **Modification:** Prior to any petition being filed to modify or change any provision in the final Decree, the parties will attempt to resolve the issue through mediation; although mediation will not be a pre-requisite to a modification petition being filed.

[SEE TOP OF FIRST PAGE FOR COURT ENDORSEMENT]

APPROVED AS TO FORM AND CONTENT:

/s/ Juan Gutierrez

Juan Gutierrez

Attorney for Petitioner

Electronically signed with permission received via email 4/28/26

NOTICE PURSUANT TO RULE 7(j) OF THE UTAH RULES OF CIVIL PROCEDURE

TO THE PETITIONER: Notice is hereby given that pursuant to Rule 7(j) of the Utah Rules of Civil Procedure of the District Courts of the State of Utah, that this Order prepared by Respondent's counsel shall be the Order of the court unless you file an objection in writing within seven (7) days from the date of the service of this notice.

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of April 2026, I personally served a true and correct

copy of the foregoing **DECREE OF DIVORCE** via Electronic Mail to:

Juan Gutierrez

jclaw@gutiassoc.com

Attorney for Petitioner

/s/ Kacee Robinson

Kacee Robinson

Paralegal for Mary Bevan