NOT FINAL UNTIL TIME EXPIRES
TO FILE REHEARING MOTION
AND, IF FILED, DISPOSED OF.

IN THE DISTRICT COURT OF APPEAL

OF FLORIDA

THIRD DISTRICT

JULY TERM, A.D. 2001

AURELIO E. PEREZ-LUGONES, **

Appellant, **

vs. ** CASE NO. 3D00-1730

RAISA M. PEREZ-LUGONES, **

Appellee. ** LOWER TRIBUNAL NO. 98-23202

Opinion filed August 8, 2001.

An appeal from the Circuit Court for Dade County, Jennifer D. Bailey, Judge.

Marilyn Colon and Maribel Mendoza, for appellant.

Emmanuel Perez, for appellee.

Before COPE, SHEVIN and SORONDO, JJ.

PER CURIAM.

Aurelio E. Perez-Lugones appeals a final judgment of dissolution of marriage. We affirm in part and reverse in part.

The final judgment treated as a marital debt a $22,000 student loan incurred by the parties' daughter, Raiza Beatriz, who is now an adult. Since the parents were not borrowers or guarantors of

the loan, this was not a marital liability. See § 61.075(5)(a), Fla. Stat. (1999). That being so, we strike that part of the final judgment which holds the parties each responsible for one half of the student loan debt.

The trial testimony reflected that both parties were voluntarily assisting the daughter with the repayment of her student obligation. Nothing prevents the parties from continuing to do so on a voluntary basis.

We affirm the remainder of the final judgment. The husband disputes the date chosen for valuation of the parties' assets and liabilities for purposes of equitable distribution. The trial court was not convinced, based on the testimony presented, that the parties' oral financial arrangements amounted to a valid separation agreement for purposes of subsection 61.075(6), Florida Statutes, and we see no error based on the record presented. The awards made by the trial court were within permissible discretion. Canakaris v. Canakaris, 382 So. 2d 1197 (Fla. 1980); Knecht v. Knecht, 629 So. 2d 883 (Fla. 3d DCA 1993).

Affirmed as modified.