

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

BARRY D. REYNOLDS,


Plaintiff,

v.

SHERRY REYNOLDS,

Defendant.

CIVIL ACTION NO.:
DR 2005-883


20141113000358620 1/10 \$41.00
Shelby Cnty Judge of Probate, AL
11/13/2014 03:59:00 PM FILED/CERT

FINAL JUDGMENT OF DIVORCE

This case came before the Court for trial and was submitted for Final Judgment, and upon consideration of the pleadings and proof, including the ore tenus testimony and demeanor of the parties, it is hereby

ORDERED, ADJUDGED and DECREED as follows:


FIRST: The bonds of matrimony heretofore existing between the parties are dissolved, and the said BARRY D. REYNOLDS and said SHERRY REYNOLDS are divorced each from the other on the grounds of incompatibility and irreconcilable differences.

SECOND: Neither party shall marry again except to each other until sixty (60) days after the date of this Judgment of Divorce and if an appeal is taken (which must be instituted within forty two (42) days from this Judgment, or from the date that a post-trial motion is denied), then neither party shall again marry except to each other during the pendency of the appeal. Thereafter, each party may, and they are hereby permitted to, again contract marriage upon the payment of costs of this suit.


THIRD: CHILD CUSTODY: The Mother and Father shall have joint custody and control of the minor children Bailey Reynolds, born February 1, 1997 and Mary Reynolds, born October 27, 1997. Joint custody means that both parties shall retain full parental rights and responsibilities with respect to the child, regardless of which party has physical custody at any particular time. The primary custodial parent shall be the mother, who shall provide the primary residence for the child.

FOURTH: VISTATION/CUSTODIAL PERIODS: The parent with whom the minor child does not primarily reside shall have the following custodial/visitation periods:

1. **WEEKEND/SCHOOL YEAR:** (a) The first and third weekends of each month from 6:00 p.m. on the first and third Friday until 6:00 p.m. on the following Sunday.
(b) Should either a Federal or State holiday, or the children's school schedule, excuse the children from attendance at school on the Friday beginning the custodial/visitation period and/or on the Monday following said period, the first and third weekend custodial/visitation period shall be extended to include said Friday and/or Monday. The Friday custodial/visitation period shall begin at 9:00 a.m. The Monday custodial/visitation period shall end at 6:00 p.m.
(c) Every Wednesday from 6:00 p.m. until 6:00 p.m. on Thursday. This custodial/visitation period shall terminate when the child enters school, grade K.
(d) The custodial/visitation periods specified in the preceding paragraphs (a), (b) and (c) shall be superseded by the specific custodial/visitation periods as set forth in the following paragraphs 2. through 10.
2. **CHRISTMAS:** Christmas Holidays in odd numbered years beginning at 6:00 P.M. on the first day of the school holiday season as set out in the school calendar until 3:00 p.m. Christmas Day. Even years from 3:00 p.m. Christmas Day until 6:00 p.m. on the following January 2nd.
3. **THANKSGIVING:** In even numbered years on the week of Thanksgiving from 4:00 p.m. on Wednesday afternoon until 6:00 p.m. the following Friday. During said years and when the regularly scheduled weekend custodial/visitation period does not fall on the weekend following Thanksgiving Day, the third weekend of November may be substituted for the weekend immediately following Thanksgiving Day.


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4. **EASTER:** In the even number years from 6:00 p.m. on the Saturday before Easter until Easter Sunday at 6:00 p.m.
5. **SUMMER:** Two (2) fourteen day periods during the school summer break each year, at times to be selected by the parent exercising custodial/visitation period upon written notice to the other party at least thirty (30) days in advance. Such periods shall be separated by at least two (2) weeks, and shall be scheduled so that the child is returned to the primary residence at least one week before the beginning of the fall school term.
6. **SPRING BREAK:** Spring school break in even numbered years as set by the school calendar. Said spring break custodial/visitation period shall commence at 6:00 p.m. on the Friday beginning the spring break, and conclude at 6:00 p.m. on the following Friday.
7. **FALL BREAK:** Fall school break in odd numbered years as set by the school calendar. Said fall break custodial/visitation period shall commence at 6:00 p.m. on the first day of the fall break, and conclude at 3:00 p.m. on the last day of the fall break.
8. **FATHER'S DAY:** The Father shall have the right of custodial/visitation period with the children for Father's Day of each year. Said custodial/visitation period shall begin at 4:00 p.m. on the Saturday prior to Father's Day and shall end no later than 6:00 p.m. on Father's Day.
9. **MOTHER'S DAY:** The Mother shall have the right of custodial/visitation period with the children for Mother's Day of each year. Said custodial/visitation period shall begin at 4:00 p.m. on the Saturday prior to Mother's Day and shall end no later than 6:00 p.m. on Mother's Day.
10. **BIRTHDAYS:** On the children's birthday from 4:00 p.m. until 9:00 a.m. the following day.


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11. OTHER VISITATION:

(a) The custodial/visitation periods as provided herein are intended by the Court to be the *minimum* to which each parent is entitled. The parties are encouraged to extend such periods, as herein allowed, as the children grows older, and as may be in the best interest of said children, and to reschedule, by mutual agreement, any custodial/visitation period which is inconvenient for the parties or interferes with the childrens extra curricular activities, with both parties keeping in mind the best interest of the children.

(b) Each party shall give the other party the right of first refusal for child care during his or her custodial/visitation period, in the event the custodial parent is required to be out of town for an overnight stay or is otherwise in need of extended child care.

12. NOTIFICATION OF ILLNESS OR ACCIDENT: In the event that the children become seriously ill or requires hospitalization due to an illness or accident, the party having the actual physical custody of the children at the time of such occurrence shall promptly notify the other party of such occurrence. Such notification shall include the nature of the illness or accident, the location of the child, and the name of the child's treating physician.

13. PROPRIETY:

(a) Neither party shall in any way attempt to harass, harm, hinder, decrease, or destroy the natural love of the children for the other parent. Neither parent shall make disparaging remarks or otherwise speak badly of the other parent to another party, to, or in the presence of, the children and both parents shall make every effort to prevent others from doing so. Further, the parties shall strive to maintain harmonious relations for the benefit of the parties' children.

(b) Neither party shall be under the influence of alcohol, during any custodial/visitation period, or when in the presence of the minor children.

(c) Neither party shall at any time allow an unrelated person of the opposite sex to remain with the party after 10:00 p.m. when the children are present.

14. TELEPHONE ACCESS: Each party shall have reasonable telephone access with the minor children while in the physical control of the other parent. The children shall also have reasonable telephone access to both parents at all reasonable times. Each party shall provide the other party with the address and telephone number where the minor children may be located during their respective custodial/visitation periods.

15. NOTICE: Except as provided with respect to the extended summer time custodial/visitation period specified hereinabove, no advance notice shall be required of the parent exercising his or her custodial/visitation period. However, that party shall notify the other party, as soon as practicable, if that party is unable to visit with the children at the scheduled time and place.

16. THE CHILDREN'S ACTIVITIES: Neither party shall schedule activities for the minor children which will preclude the other party from having the children with him or her at the times and places set forth hereinabove. In the event that it is necessary to schedule activities for the children, the parties shall jointly confer and shall make joint decisions concerning those activities as much as possible, and it shall be the responsibility of the party who is exercising his or her custodial/visitation period to transport the children to those activities. The scheduling of activities shall not be utilized to deprive either party of any custodial/visitation periods.

17. ACCESS TO INFORMATION: Both parties shall have access to information concerning the children, including, but not limited to, medical, dental and hospital records, school records, report cards, and any other information concerning the parties' minor children.

This Order shall be deemed to be a release, thereby allowing school officials and/or medical providers to furnish both parties with any of the children's school, medical, dental, hospital or psychological records.

Both parties shall be involved in the various activities of the minor children. These include academic, religious, civic (such as scouting or other civic-related organizations), cultural

(such as music, theater and the like), athletic (such as sports, hunting and fishing), social, medical and dental treatment of the minor children. The parties shall consult with each other prior to initiating any such major activity with the minor children. The parties shall cooperate with one another in adjusting their schedules to ensure that the children is delivered to and returned from any such activities. The parties shall timely notify one another of any conferences, programs or events related to any such activities of said minor children.

Should the parties be unable to agree on any aspect of the children's activities, the following party is hereby designated as having the primary authority and responsibility regarding each such activity:

Academic	-	Mother
Civic	-	Father
Religious	-	Mother
Cultural	-	Father
Athletic	-	Father
Social	-	Mother
Medical	-	Mother
Dental	-	Mother

The party having primary responsibility for said area shall make the final decision. The exercise of this primary authority, however, is in no way intended to negate responsibility of the parties to notify and communicate with each other as set forth above.

In the event no agreement is reached between the parties, the party having the final authority in the area shall be responsible for any expenses associated with the decision made by said party. As an example, if the mother decides to enroll the child in a private school that the parties cannot agree upon, the mother shall be responsible for any private school tuition.

FIFTH: CHILD SUPPORT: Plaintiff shall pay to the Defendant child support in the amount of \$703.00 per month beginning November 1, 2006. This amount is in accordance with the Child Support Guidelines established by Rule 32 A.R.J.A. and shall be in effect thereafter until the child obtains the age of majority, marries or otherwise becomes self-supporting.

An Income Withholding Order for support is hereby made as a separate Order to be entered by the Court entitled Order of Continuing Income Withholding for Support pursuant to the Code of Alabama Section 30-3-60, et. Seq., and this Order shall be entered by the Court and

SHALL BE SERVED upon the Defendant's employer at the time of the entry of the Final Judgment of Divorce.

SIXTH: COLLEGE EDUCATION: All issues related to college or post-secondary education shall be reserved for future determination.


SEVENTH: MEDICAL INSURANCE AND EXPENSES

Plaintiff is to provide hospitalization, medical, dental and optical insurance for the benefit of the minor children of the parties until said children attains the age of majority, marries, or becomes self-supporting. Each party shall pay one half (1/2) of all non-covered, unreimbursed medical, dental, orthodontic, optical and prescription drug expenses which are reasonably and necessarily incurred on behalf of said minor children. Each party shall reimburse the other party for any such expense within 30 days from the receipt of the request for reimbursement.

EIGHTH: LIFE INSURANCE: Plaintiff shall maintain provide life insurance for the benefit of the minor children of the parties in the face amount of a least \$100,000.00 each and shall name the Defendant as the trustee on said policy or policies to be held for the use and benefit of the minor children. Plaintiff shall provide proof of continuing coverage at reasonable intervals and shall take no action to diminish or encumber the death benefits payable thereunder. The obligation of the Plaintiff to maintain the life insurance provided in this paragraph shall terminate at such time as the Plaintiff's obligation to pay child support and/or college expenses is extinguished.

NINETH: PARENT RELOCATION

Alabama law requires each party in this action who has either custody of or the right of visitation with a child to notify other parties who have custody of or the right of visitation with the child of any change in his or her address or telephone number, or both, and of any change or proposed change of principal residence and telephone number or numbers of a child. This is a continuing duty and remains in effect as to each child subject to the custody or visitation provisions of this decree until such child reaches the age of majority or becomes emancipated and for so long as you are entitled to custody of or visitation with a child covered by this Order. If there is to be a change of principal residence by you or by a child subject to the custody or visitation provisions of this Order, you must provide the following information to each other person who has custody or visitation rights under this decree as follows:


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1. The intended new residence, including the specific street address, if known.
2. The mailing address, if not the same as the street address.
3. The telephone number or numbers at such residence, if known.
4. If applicable, the name, address, and telephone number of the school to be attended by the child, if known.
5. The date of the intended change of principal residence of a child.
6. A statement of the specific reasons for the proposed change of principal residence of a child, if applicable.
7. A proposal for a revised schedule of custody of or visitation with child, if any.
8. Unless you are a member of the Armed Forces of the United States of America and are being transferred or relocated pursuant to a non-voluntary order of the government, a warning to the non-relocating person that an objection to the relocation must be made within 30 days of receipt of the notice or the relocation will be permitted.

You must give notice by certified mail of the proposed change of principal residence on or before the 45th day before a proposed change of principal residence. If you do not know and cannot reasonably become aware of such information in sufficient time to provide a 45-day notice, you must give such notice by certified mail not later than the 10th day after the date that you obtain such information.

Your failure to notify other parties entitled to notice of your intent to change the principal residence of a child may be taken into account in a modification of the custody of or visitation with the child.

If you, as a non-relocating party, do not commence an action seeking a temporary or permanent order to prevent the change of principal residence of a child within 30 days after receipt of notice of the intent to change the principal residence of the child, the change of principal residence is authorized.

TENTH: REAL PROPERTY

Defendant is awarded the residence located at 280 Merry Glen Lane, Chelsea, Alabama 35043. Defendant shall be vested in all right, title, interest and equity in said property. Defendant shall be responsible for payment of any indebtedness associated with said residence and shall indemnify and hold Plaintiff harmless therefrom. Plaintiff is divested of any right, title, interest or equity he might have in said property. Defendant is Ordered to make a reasonable

good faith effort to secure refinancing of said home in her name only. Plaintiff is Ordered to take the steps necessary to insure that the mortgage companies forward the monthly mortgage statements to Defendant's residence.

ELEVENTH: INCOME TAX

On or before April 30th of each year, the parties shall provide each other with a copy of their final income tax returns for the previous year. Should either party obtain a filing extension, the final tax return shall be forwarded to the other party within 15 days of filing.

TWELTH: PERSONALTY: Defendant is awarded all of the household furnishings and items of personalty that are currently located in the house, except for those items of Plaintiff's which include his tools and all of the items in the outbuilding. Defendant is awarded all of the equipment and inventory utilized in her beauty salon, known as Sherry's Hair Design.

The parties are Ordered to make copies of any and all family photographs which have not previously been provided to each other and to split the copying costs so that both parties will have a complete set of family photos.

THIRTEENTH: AUTOMOBILES

Plaintiff is awarded exclusive right, title, and interest in the 1984 Ford pick-up truck and the 1981 El Camino, and Defendant is divested of any and all interest she may have therein. Plaintiff shall be solely responsible for payment of any note, taxes, maintenance expenses, and automobile insurance premiums with regard to said automobile and shall indemnify and hold the Defendant harmless from payment of same.

FOURTEENTH: DEBTS

Each party shall be responsible for all debts in his or her separate name and each shall indemnify and hold harmless the other from any claims or liability thereon. Plaintiff shall be responsible for any deficiency that may exist as a result of the repossession of the Ford Expedition.

FIFTEENTH: RETIREMENT ACCOUNTS

Defendant is awarded one-half of the current value of the Pension Plan held in the name of the Plaintiff through Prudential as set out in a separate Qualified Domestic Relations Order. The parties shall submit a proposed QDRO as required by the plan administrator.

SIXTEENTH: EXECUTION OF DOCUMENTS

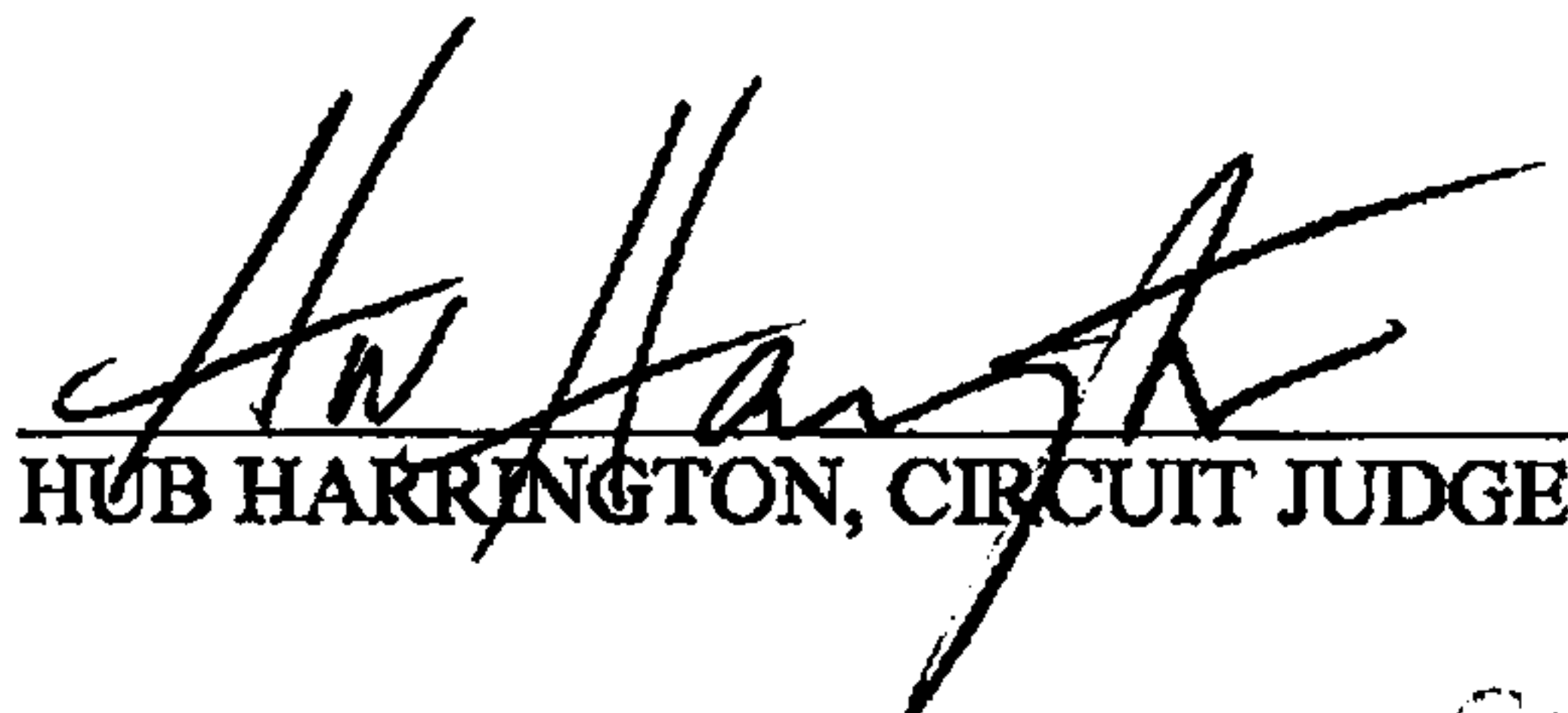
Each party hereto shall execute and deliver to the other party any documents that may be reasonably required to accomplish the intention of this Order and shall do all other things necessary to this end. If either party shall fail to comply with the provisions of this paragraph, this Order shall constitute an actual grant, assignment, and conveyance of property and rights in such a manner, and with force and effect as shall be necessary to effectuate the terms of this Order.

SEVENTEENTH: ATTORNEYS FEE AND COURT COST

Defendant was caused to secure the services of Attorney Julia C. Kimbrough to represent her in this cause. Plaintiff is Ordered to pay to the Defendant, as his portion of her attorney's fees, the sum of \$3,300.00 with such payment to be made by Plaintiff directly to Attorney Julia C. Kimbrough. Judgment is hereby entered in favor of Defendant and against Plaintiff in the amount of \$3,300.00. The attorney fees awarded herein are deemed to be a domestic support obligation.


Costs of Court are taxed as paid.

DONE and ORDERED this 20th day of November, 2006.


HUB HARRINGTON, CIRCUIT JUDGE

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MARY H. HARRIS
DEC 29 2006
CIRCUIT & DISTRICT
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Certified a true and correct copy
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Mary H. Harris Rhs
Circuit & District Court Clerk
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