IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2003 OCT 29 PM 4:25
RICHARD R. ROOKER, CLERK
B. Rawls D.C.

| | | |
|---|---|---|
| **MARITZA ISABEL LINDSAY,** | ) | |
| | ) | |
| **Plaintiff,** | ) | |
| | ) | |
| **vs.** | ) | **NO: 03D-1647** |
| | ) | |
| **JEFFREY ALAN LINDSAY,** | ) | Notice of Entry Requested |
| | ) | |
| **Defendant.** | ) | |

Davidson County DEEDDIV
Recvd: 11/19/03 13:57 29pgs
Fees:147.00 Taxes:0.00
20031119-0168868

## FINAL DECREE OF DIVORCE

THIS CAUSE come on to be considered on the 14th day of October, 2003, before the Honorable Muriel Robinson, Judge of the Fourth Circuit Court of Davidson County, Tennessee, on the Complaint for Divorce filed by the Plaintiff. Upon the Marital Dissolution Agreement and Parenting Plan executed by the parties and previously filed in this cause and upon the record as a whole, the Court finds that the parties have suffered irreconcilable differences.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff MARITZA ISABEL LINDSAY is hereby awarded an absolute divorce from the Defendant JEFFREY ALAN LINDSAY on the grounds of irreconcilable differences, and the parties are hereby restored to all rights and privileges of unmarried persons.

The Wife's current address is 105 Tomarand Road, Antioch, TN 37013. The Husband's current address is 105 Tomarand Road, Antioch, TN 37013.

The Court affirmatively finds that the parties hereto have made adequate and sufficient provision by written agreement for the equitable settlement of any property rights between the parties in a Marital Dissolution Agreement executed by these parties which is hereby approved and made the Order of this Court. In addition, the Court finds that the parties have made adequate and sufficient provision for the support needs of their minor child in their Parenting Plan, which has previously been filed with the Court. Copies of the Marital Dissolution Agreement and the Parenting Plan are attached hereto and incorporated herein by reference.

IN THE _____ CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2003 JUL 11 PM 3:02
RICHARD R. ROOKER, CLERK
D.C.

| | | |
|---|---|---|
| **MARITZA ISABEL LINDSAY,** | ) | |
| **Social Security No. [redacted]-8952,** | ) | |
| | ) | |
| **Plaintiff,** | ) | |
| | ) | |
| **vs.** | ) | **NO:** 030164 7 |
| | ) | |
| **JEFFREY ALAN LINDSAY,** | ) | |
| **Social Security No. [redacted]-1357,** | ) | |
| | ) | |
| **Defendant.** | ) | |

## MARITAL DISSOLUTION AGREEMENT

THIS AGREEMENT is entered into by and between MARITZA ISABEL LINDSAY (hereinafter referred to as "Wife") and JEFFREY ALAN LINDSAY (hereinafter referred to as "Husband"), subject to the following premises, terms and conditions:

**WITNESSETH:**

WHEREAS, the parties have experienced marital difficulties in the past, with the result that the Wife has instituted, or is about to institute, divorce proceedings against the Husband, same being Civil Action No. _____ in the Circuit Court for Davidson County, Tennessee; and

WHEREAS, it is the decision of the parties, insofar as they are able without the concurrence of the Court, to amicably settle their differences with respect to all property rights, support obligations and obligations for payment of debts, and to enter into a contract for the settlement of

such rights and obligations, not only for the present, but for the future, it being their intention that such contract will be effected with respect to all of their property and other matters of concern,

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The Wife shall proceed to trial and obtain a divorce on the grounds of irreconcilable differences, and the parties shall be restored to all the rights and privileges of unmarried persons.

2. The parties have two minor children. All issues related to said children are dealt with in the attached Parenting Plan.

3. The parties acknowledge that there existed jointly owned real property located at 105 Tomarand Road, Antioch, TN 37013. Husband is awarded the real estate and he shall refinance the loan on said property in his sole name. Wife already has signed a Quitclaim Deed as part of the refinancing process. Wife is awarded a judgment against Husband in the amount of $15,161.76. This amount is in addition to the funds she received prior to the signing of this Marital Dissolution Agreement. Husband shall pay $100.00 per month toward the judgment. These payments shall begin on the first day of the month following entry of the Final Decree of Divorce and shall continue each month thereafter for a period of five (5) years. The balance owed after five (5) years shall be due in full. As long as the monthly payments are made in a timely manner, no interest shall be added to the judgment and Wife shall not execute on the judgment. However, if any payment is not made by the due date under this agreement or if Husband does not pay the entire amount owed within five years, Wife shall be entitled to execute on the judgment and to charge interest on the balance owed. Wife hereby is awarded a lien on the 105 Tomarand Road property and the full judgment shall be

paid if Husband sells the real estate prior to the expiration of the five (5) year period. This Agreement may be filed with the real estate records.

4. The Wife and children shall vacate the marital home once Wife's mother sells her home and Wife and her mother purchase a home in Wife's name. Husband shall take no steps to evict Wife and children prior to that time.

5. The parties will divide their personal property by agreement. If they are unable to agree, they will take turns choosing items until all personal property is divided.

6. Husband shall retain possession of the Chevy Astro van and the parties agree that it will be his sole and separate property. He shall assume and pay all debts and liabilities related to said vehicle in a timely manner and shall indemnify Wife and hold her harmless therefrom. Wife shall retain possession of the 1997 Ford truck in her possession and the parties agree that it will be her sole and separate property. She shall assume and pay all debts and liabilities related to said vehicle in a timely manner and shall indemnify Husband and hold him harmless therefrom.

7. Each party hereby is awarded their own retirement accounts, profit sharing accounts and IRA's, if any, free and clear of any claims of the other party. Each party is awarded their own checking and savings accounts and investments, if any, free and clear of any claims of the other party. All joint accounts will be closed.

8. Wife shall maintain Husband on her health insurance policy through her employment until the date of the parties' divorce. At that time, Wife will remove Husband from the policy. Husband may then pay COBRA at his own expense or obtain other insurance, or drop health insurance coverage.

9. Wife shall keep and is awarded free and clear of Husband's claim the life insurance policy on Husband's life that she has and she shall pay the premiums for that policy as long as she so desires.

10. The parties owe a joint debt to Sears with an approximate balance of $1,672.03. The parties will try to roll over the debt onto two new credit card accounts. Husband shall roll over half of the debt into a new credit card account in his sole name and Wife shall roll over half of the debt into a new credit card account in her sole name. If they are unable to do so, each party shall be responsible for half of the amounts owed and shall indemnify and hold the other party harmless for half of the debt. In addition, the parties have a joint Visa credit card account with an approximate balance of $5,000.00. Husband shall assume and pay that debt and shall indemnify Wife and hold her harmless therefrom. After the date of signing of this agreement, neither party will seek to obtain credit or incur debt in the name of the other party or based on the other party's name or credit history or income.

11. The parties have purchased a car for their son, Jonathan. The balance owed on the vehicle is approximately $2,000.00. Each party shall be responsible to pay one-half of the total amount owed and shall indemnify and hold the other party harmless therefrom.

12. The parties will divide up their cell phone accounts. Husband shall pay for his cell phone and for those of the parties' sons. Wife shall pay for her cell phone. She shall obtain a separate account for her phone in her name.

13. Neither party shall receive alimony from the other party and they hereby waive any right they may have thereto.

14. Each party shall pay his or her own attorney's fees, if any. The Wife shall be responsible for payment of the Court costs of this cause.

15. The parties acknowledge that Irene R. Haude is not a tax or bankruptcy attorney and she has not given any tax or bankruptcy advice. They further acknowledge that Irene R. Haude represents Wife only. Husband has had adequate opportunity to seek separate representation. In addition, the parties have had adequate opportunity to seek any tax advice they wished to seek prior to signing this Marital Dissolution Agreement.

16. Whenever one party is required by the terms of this Agreement to assume responsibility for paying certain debts and/or indemnify and hold the other party harmless from any liability therefor, such obligation shall be deemed to be a support obligation under 11 U.S.C. Section 523(5) which is not dischargeable in bankruptcy as to the other party. The debts that Husband assumes and/or from which he holds Wife harmless are necessary for the daily expenses of Wife. The debts that Wife assumes and/or from which she holds Husband harmless are necessary for the daily expenses of Husband.

17. In the event a creditor of either party makes a claim against the other party, which is upheld by a Court of competent jurisdiction, to pay any debt for which that party is not responsible, either by contract or pursuant to the terms of this Agreement, the party against whom such claim is made shall be entitled to recover from the responsible party the amount of any payment he or she makes, including interest, and any expenses incurred in defending the creditor's claim, including reasonable attorney's fees.

18. In the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, he or she shall also be

entitled to a judgment for reasonable expenses, including attorney's fees, incurred in prosecuting the action. The parties understand that the court has discretion on the issue of attorney fees.

19. It is understood and agreed between the parties that this Agreement shall be introduced in the proceedings now pending or about to be filed in the Circuit Court for Davidson County, Tennessee and submitted to the Court for ratification and incorporation into the Final Decree of Divorce between the parties.

20. It is understood and agreed between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto and shall constitute a discharge from all claims arising out of their marital relationship except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the other's property, including without limitation, dower, curtesy, statutory allowance, homestead rights, right to take against the will of the other, inheritance, descent or distribution, or right to act as administrator or executor of the other's estate except as provided by the terms of this Agreement. This Agreement applies to all property now owned by Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

21. The parties agree that, except as otherwise provided by the terms of this agreement, all documents heretofore executed by either party which designate the other party as a beneficiary shall be, and are hereby, revoked. Such documents shall include, but not be limited to, powers of attorney, beneficiary designations under insurance policies, annuities, retirement programs, employee benefit programs, and bank accounts. It is the intent of the parties to this agreement that neither of them shall receive any proceeds as a beneficiary of the other party from and after execution of this

agreement unless otherwise provided by the terms of this agreement or unless a new beneficiary designation is hereinafter executed designating the other as a beneficiary. In the event that funds are received under an old beneficiary designation, the recipient shall return the funds to the other party or to that party's heir(s) or estate.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs and assigns. The Agreement becomes effective immediately upon execution thereof by the last party.

23. The parties acknowledge that there are no assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made full disclosure to each other of all assets and debts in which they have an interest or on which they have an obligation.

24. It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

25. This Agreement contains the entire understanding of the parties. There are no representations, warranties or promises other than those expressly set forth herein.

26. In the event any provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

27. It is understood and agreed between the parties that, as part of the consideration for the execution of this Agreement, each party shall willingly execute and deliver any and all instruments necessary or required in order to implement the terms of this Agreement.

28. This Agreement may be altered, amended or canceled only by instrument in writing signed by each of the parties, or by Order of the Court and this requirement cannot be waived by oral agreement. It becomes a binding contract between the parties upon the signature of the second party before a Notary.

BY ENTERING INTO THIS NOTARIZED AND SIGNED MARITAL DISSOLUTION AGREEMENT, THE HUSBAND WAIVES SERVICE OF PROCESS UPON HIM AND HE ALSO WAIVES THE FILING OF AN ANSWER TO THE COMPLAINT.

Maritza Isabel Lindsay
MARITZA ISABEL LINDSAY

Jeffrey Alan Lindsay
JEFFREY ALAN LINDSAY

STATE OF TENNESSEE )
COUNTY OF ~~DAVIDSON~~ Williamson )

Personally appeared before me, Tina Moore, a Notary Public in and for the aforesaid County and State, MARITZA ISABEL LINDSAY, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that she executed the

foregoing Agreement for the purposes contained therein.

Witness my hand in Franklin, Tennessee, this 19th day of June, 2003.

Tina Moore
NOTARY PUBLIC
My Commission expires: 2-27-2005

STATE OF TENNESSEE )
COUNTY OF ~~DAVIDSON~~ Williamson )

Personally appeared before me, Tina Moore, a Notary Public in and for the aforesaid County and State, JEFFREY ALAN LINDSAY, the within named bargainor, with whom I am personally acquainted, and who, after being first duly sworn, acknowledged that he executed the foregoing Agreement for the purposes contained therein.

Witness my hand in Franklin, Tennessee, this 19th day of June, 2003.

Tina Moore
NOTARY PUBLIC
My Commission expires: 2-27-2005

FILED
2003 JUL 11 PM 3:08
RICHARD R. ROOKER, CLERK

IN THE FOURTH CIRCUIT COURT OF DAVIDSON COUNTY TENNESSEE

Case No. 030 1647

Maritza Lindsay
FATHER/MOTHER

Jeffrey Lindsay
FATHER/MOTHER

PARENTING PLAN
[ ] Proposed (**PPP**)
[ ] Temporary (**PPT**)
[X] Final Order (**PP**)

# PARENTING PLAN

This Parenting Plan is :

[ ] the final parenting plan signed by the court pursuant to a decree of dissolution entered on _____.

[X] the final parenting plan signed by the court pursuant to a decree of dissolution entered on _____ which modifies a previous parenting plan or custody decree.

[ ] a temporary parenting plan signed by the court.

[ ] proposed by _____.

## I. GENERAL INFORMATION

This parenting plan applies to the following children:

| Name | Birthdate |
|---|---|
| Jonathan Lindsay | 3/28/86 |
| Joshua Lindsay | 2/4/88 |
| | |

## II. RESIDENTIAL SCHEDULE

These provisions set forth where the child(ren) shall reside each day of the year and what contact the child(ren) shall have with each parent.

2.1 PRE-SCHOOL SCHEDULE.

[X] There are no children of preschool age.

[ ] Prior to enrollment in school, the child(ren) shall reside with the [ ] mother [ ] father, except for the following days and times when the child(ren) will reside with or be with the other parent:

From: _____ to _____
(Day/Time) (Day/Time)

[ ] every week.
[ ] every other week.
[ ] the first and third week of the month.
[ ] the second and fourth week of the month.
[ ] other: _____.

and from: _____ to _____
(Day/Time) (Day/Time)

[ ] every week.
[ ] every other week.
[ ] the first and third week of the month.
[ ] the second and fourth week of the month.
[ ] other: _____.

2.2 SCHOOL SCHEDULE.

Upon enrollment in school, the child(ren) shall reside with the [X] mother [ ] father, except for the following days and times when the child(ren) will reside with or be with the other parent:

From: _____ to _____
(Day/Time) (Day/Time)

[ ] every week.
[ ] every other week.
[ ] the first and third week of the month.
[ ] the second and fourth week of the month.
[X] other: Reasonable, as agreed by the parties. If they cannot agree all. Wed 5 pm. to Sun 6 A.M. to 6 pm.

and from: _____ to _____
(Day/Time) (Day/Time)

[ ] every week.
[ ] every other week.
[ ] the first and third week of the month.
[ ] the second and fourth week of the month.
[ ] other: _____.

[ ] The school schedule will start when each child begins
[ ] kindergarten [ ] first grade [ ]other: _____

2.3 SCHEDULE FOR WINTER/CHRISTMAS VACATION.

The child(ren) shall reside with the [ ] mother [✓] father during winter vacation, except for the following days and times when the child(ren) will reside with or be with the other parent:
Reasonable as agreed by both parties

2.4 SCHEDULE FOR SPRING VACATION.

The child(ren) shall reside with the [✓] mother [ ] father during spring vacation, except for the following days and times when the child(ren) will reside with or be with the other parent:
Reasonable as agreed to by both parties.

2.5 SUMMER SCHEDULE.

Upon completion of the school year, the child(ren) shall reside with the [✓] mother [ ] father, except for the following days and times when the child(ren) will reside with or be with the other parent:

[ ] Same as school year schedule.
[ ] One week every month.
[ ] Two weeks every month.
[ ] One month beginning _____
[ ] _____ weeks during summer, starting _____.
[✓] Other: Reasonable as agreed to by both parties

During the above summer schedule, the other parent shall have time with the child[ren] as follows: If parties can not agree, split equally

2.6 SCHEDULE FOR HOLIDAYS.

The residential schedule for the child(ren) for the holidays listed below is as follows:

| | With Mother (Specify Year Odd/Even/Every) | With Father (Specify Year Odd/Even/Every) |
|---|---|---|
| New Year's Day | Every | Every |
| Martin Luther King Day | Every | |
| Presidents' Day | Every | |
| Easter | Every | |
| Passover | Every | |
| Memorial Day | Every | |
| July 4th | Every | |
| Labor Day | Every | |
| Veterans' Day | Every | |
| Thanksgiving Day | Every | |
| Christmas Eve | Every | |
| Christmas Day | Every | |
| Hanukkah | | |
| | | |

[ ] For purposes of this parenting plan, a holiday shall begin and end as follows (set forth times):

[ ] Holidays which fall on a Friday or a Monday shall include Saturday and Sunday.

[X] Other: The parents plan to spend holidays together with the children if they can not agree, Father has children 4 to 8pm and Mother has rest of Holiday MK

2.7 SCHEDULE FOR SPECIAL OCCASIONS.

The residential schedule for the child(ren) for the following special occasions (i.e., birthdays) is as follows:

| | With Mother (Specify Year Odd/Even/Every) | With Father (Specify Year Odd/Even/Every) |
|---|---|---|
| Mother's Day | Every | Every |
| Father's Day | Every | Every |
| Mother's Birthday | Every | Every |
| Father's Birthday | Every | Every |
| Child's Birthday | Every | Every |

[ ] Other: The parties plan to spend these days together with children, if can't agree, mother gets every mother's day and mother's birthday; Father gets every Father's day and Father's birthday and parties split childrens' birthday. MK

2.8 PRIORITIES UNDER THE RESIDENTIAL SCHEDULE.

[ ] Does not apply.

[ ] For purposes of this parenting plan the following days shall have priority over the residential schedule.

2.9 RESTRICTIONS.

[X] Does not apply.

[ ] The [ ] father's [ ] mother's residential time with the children shall be limited because

- [ ] Physical, sexual or a pattern of emotional abuse of a child.
- [ ] A history of acts of domestic violence or an assault or sexual assault which causes grievous bodily harm or the fear of such harm.
- [ ] Neglect or substantial nonperformance of parenting functions.
- [ ] A long-term emotional or physical impairment which interferes with the performance of parenting functions as defined in TCA 36-6-102.
- [ ] The absence or substantial impairment of emotional ties between the parent and child.
- [ ] The abusive use of conflict by the parent which creates the danger of serious damage to the child's psychological development.
- [ ] A parent has withheld from the other parent access to the child for a protracted period without good cause.

The following restrictions shall apply when the children spend time with this parent: [ ] father's [ ] mother's residential time with the children.

2.10 TRANSPORTATION ARRANGEMENTS.

Transportation arrangements for the child(ren), other than costs, between parents shall be as follows:
Children can transport themselves or whichever parent has them will be responsible for their transportation

2.11 DESIGNATION OF CUSTODIAN.

The children named in this parenting plan are scheduled to reside the majority of the time with the [✓] mother [ ] father. This parent is designated the custodian of the child(ren) solely for purposes of all other state and federal statutes which require a designation or determination of custody. This designation shall not affect either parent's rights and responsibilities under this parenting plan.

2.12 OTHER:

_____

_____

## III. CHILD SUPPORT

3.1 FINANCIAL SUPPORT.

[ ] The [ ] mother [✓] father will pay child support, in accordance with the Tennessee Child Support Guidelines, in the amount of $ 600 per month, beginning Nov. 1, 2003 GF MK

This amount shall not be prorated unless otherwise specified.

[ ] A wage assignment shall issue (by separate order to be presented by counsel) on _____, the employer of _____, for the ongoing child support.

[X] Other provisions for financial support:
Father to pay mother directly GF MK

[X] The parties affirmatively acknowledge that no action by either or both of them will be effective to reduce child support after the due date of each payment. The parties further understand that Court approval must be obtained before child support can be reduced or modified, unless such payments are automatically reduced or terminated under the terms of this parenting plan.

3.2 TAX DEDUCTION.

[ ] The [ ] mother [ ] father will receive the tax deduction for the child(ren). Each party shall provide to the other, by or before April 15 of every year, a copy of their respective W-2 form or a copy of the first page of their tax return.

[X] Other provisions regarding tax deduction: Each party will claim 1 child; once only one child can be claimed alternate claiming that child MF GS

3.3 HEALTH INSURANCE.

[ ] The [✓] mother [ ] father will maintain medical/hospital insurance on the minor child(ren) and he/she shall provide proof of continuing coverage by February 15th of each year.

[X] Uncovered medicals, including deductibles, if any, will be
[ ] borne by the _____
[X] divided equally by the parties
[ ] _____

3.4 LIFE INSURANCE.

[ ] The [ ] mother [ ] father shall insure his/her own life in the minimum amount of $_____, whole or term, which may not decrease in face amount during the minority of any child. The policy shall name the minor child(ren) as primary beneficiaries of the coverage required by the Court. The choice of the secondary beneficiary(ies) is up to the policy owner(s).

[ ] Other provisions regarding life insurance:

_____

_____

3.5 DENTAL/ORTHODONTIC CARE

[ ] The [✓] mother [ ] father will maintain dental/orthodontics care on the minor child(ren). Uncovered dental/orthodontic expenses will be borne by [ ] mother [ ] father [ ] divided equally by the parties.

[X] Other provisions for dental/orthodontic care:
Uncovered dental and orthodontic split equally MF GS

## IV. DECISION MAKING

### 4.1 DAY TO DAY DECISIONS

Each parent shall make decisions regarding the day-to-day care and control of each child while the child is residing with that parent. Regardless of the allocation of decision making in this parenting plan, either parent may make emergency decisions affecting the health or safety of the children.

### 4.2 MAJOR DECISIONS.

Major decisions regarding each child shall be made as follows:

| | | | |
|---|---|---|---|
| Education decisions | [ ] mother | [ ] father | [X] joint |
| Non-emergency health care | [ ] mother | [ ] father | [X] joint |
| Religious upbringing | [ ] mother | [ ] father | [X] joint |
| _____ | [ ] mother | [ ] father | [ ] joint |
| _____ | [ ] mother | [ ] father | [ ] joint |
| _____ | [ ] mother | [ ] father | [ ] joint |

### 4.3 RESTRICTIONS IN DECISION MAKING.

[X] Does not apply.

[ ] Sole decision making shall be ordered to the [ ] mother [ ] father for the following reasons: _____

_____

[ ] A limitation on the other parent's decision-making authority is mandated by TCA 36-6-108 .

[ ] Both parents are opposed to mutual decision making.

[ ] One parent is opposed to mutual decision making, and such opposition is reasonably based on the following criteria:

[ ] The existence of a limitation under TCA 36-6-108;

[ ] The history of participation of each parent in decision making in each of the areas in TCA 36-6-106;

[ ] Whether the parents have demonstrated ability and desire to cooperate with one another in decision making in each of the

areas in TCA 36-6-106; and

[ ] The parents' geographic proximity to one another, to the extent that it affects their ability to make timely mutual decisions.

## V. DISPUTE RESOLUTION

[ ] Disputes between the parties, other than the child support disputes, shall be submitted to:

[ ] Counseling by _____, or

[X] Mediation by Rule 31 mediator, or

[ ] Arbitration by _____.

The cost of this process shall be allocated between the parties as follows:

[ ] _____% mother _____% father.

[ ] based on each party's proportional share of income from the child support guidelines.

[X] as determined in the dispute resolution process.

The counseling, mediation or arbitration process shall be commenced by notifying the other party by [X] written request [ ] certified mail [ ] other: _____

In the dispute resolution process:

(a) Preference shall be given to carrying out this Parenting Plan.

(b) Unless an emergency exists, the parents shall use the designated process to resolve disputes relating to implementation of the plan, except those related to financial support.

(c) A written record shall be prepared of any agreement reached in counseling or mediation and of each arbitration award and shall be provided to each party.

(d) If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court shall award attorneys'

fees and financial sanctions to the other parent.

(e) The parties have the right of review from the dispute resolution process to the court.

[ ] No dispute resolution process, except court action, shall be ordered, because [ ] a limiting factor under TCA 36-6-108 applies or [ ] one parent is unable to afford the cost of the proposed dispute resolution process.

## VI. STANDARD PARENTING RIGHTS

Pursuant to *Tennessee Code Annotated*, §36-6-101(a) both parents are entitled to the following rights:

1. unimpeded telephone conversations with the child at least twice each week at reasonable times and for a reasonable duration;

2. sending mail to the child which the custodial parent will not open and will not censor;

3. receiving notice and relevant information as soon as practical (but not more than 24 hours) in the event of hospitalization, major illness, or death of the child;

4. receiving, directly from the school, copies of the child's report cards, attendance records, teacher's names, class schedules, standardized test scores, and other records which are customarily made available to parents. A written request must be made to the school with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

5. receiving, directly from the child's physician and other health care providers, copies of the child's medical records. A written request must be made to the health care provider with a current mailing address and payment must be made for the reasonable cost of duplicating and mailing these records;

6. to be free of derogatory remarks made about the noncustodial parent and his or her family by the custodial parent to the child or in the child's presence;.

7. to be given at least forty-eight (48) hours notice, whenever possible, of all extra-curricular activities, and the opportunity to participate or observe, including, but not limited to, the following:
   (i) School activities;

(ii) Athletic activities;
(iii) Church activities; and
(iv) Other activities as to which parental participation or observation would be appropriate;

8. to receive from the other parent, in the event the other parent leaves the state with the minor child or children for more than two (2) days, an itinerary including telephone numbers for use in the event of an emergency; and

9. the right of access and participation in education, including the right of access to the minor child or children for lunch and other activities, on the same basis that is provided to all parents, provided the participation or access is reasonable and does not interfere with day-to-day operations or with the child's educational performance.

Either parent may petition for a return to court, paying appropriate fees for mediation on any further parenting issues.

## VII. OTHER PROVISIONS

[ ] There are no other provisions.

[ ] There are the following other provisions: _____

_____

_____

_____

## VIII. DECLARATION FOR PROPOSED PARENTING PLAN

[ ] Does not apply.

[ ] (Only sign if this is a proposed parenting plan.) I declare under penalty of perjury under the laws of the State of Tennessee that this plan has been proposed in good faith and that the statements in Part II of this Plan are true and correct.

Martha Lindsay
Mother

_____
Date and Place of Signature

Jeffrey A. Lindsay
Father

_____
Date and Place of Signature

## IX. ORDER BY THE COURT

It is **ORDERED, ADJUDGED AND DECREED** that the **Parenting Plan** set forth above is adopted and approved as an order of this court.

**WARNING:** Violation of residential provisions of this order with actual knowledge of its terms is punishable by contempt of court and may be a criminal offense under TCA 39-13-306. Violation of this order may subject a violator to arrest.

When mutual decision making is designated but cannot be achieved, the parties shall make a good faith effort to resolve the issue through the dispute resolution process.

If a parent fails to comply with a provision of this plan, the other parent's obligations under this plan are not affected.

Dated: 10-29-03

Judge

Presented by:

Signature

Maritza I Lindsay

Print or Type Name

Signature

Jeffrey A. Lindsay

Print or Type Name

Mediation Services provided by:

(Name) _____

(Address) _____

_____

(Phone) _____

IT IS ORDERED, ADJUDGED AND DECREED that all provisions of the Marital Dissolution Agreement and Parenting Plan are hereby approved and made the judgment of this Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, pursuant to the parties' Marital Dissolution Agreement, Husband is awarded the marital home located at 105 Tomarand Road, Antioch, TN 37013 as his sole and separate property, subject to a lien in Wife in the amount of $15,161.76. Husband shall pay Wife $100.00 per month toward this lien. These payments shall begin on he first day of the month following entry of this Final Decree of Divorce and shall continue each month thereafter for a period of five (5) years. The balance owed after five (5) years shall be due in full. As long as the monthly payments are made in a timely manner, no interest shall be added to the lien and Wife shall not execute on the lien. However, if any payment is not made by the due date under this Final Decree or if Husband does not pay the entire amount owed within five (5) years, Wife shall be entitled to execute on the judgment and to charge interest on the balance owed. If Husband sells the real estate prior to the expiration of the five (5) year period, the full lien shall be paid to Wife. Wife already has signed a Quitclaim Deed relinquishing her right and title in the property to Husband. This Final Decree awards her a lien for the judgment on the property, which is more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 165 on the Plan of Antioch Park, Section 5, of record in Book 4460, Page 58, Register's Office for said County.
>
> Said Lot No. 165 fronts 95 feet on the southwesterly margin of Tomarand Road and extends back 136.5 feet on the northwesterly line and 116.45 feet on the southeasterly line to a line in the rear measuring 56.87 feet thereon.

Being the same property conveyed to Jeffrey Alan Lindsay and Maritza Marin Lindsay from George A. Barnett and wife, Diane E. Barnett by Warranty Deed dated December 31, 1986 and recorded January 12, 1987 in Book 7104, Page 100 and re-recorded in Book 7135, Page 390, Register's Office for Davidson County.

This conveyance is subject to Restrictions of record in Book 4562, Page 949; and all matters of record on plat in Plat Book 4460, Page 58, Register's Office for said County.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall pay his or her own attorney fees, if any. All court costs shall be paid by the Plaintiff ~~divided equally between the parties~~, for which execution may issue, if necessary.

ENTERED this 29th day of October, 2003.

JUDGE

APPROVED FOR ENTRY:

Irene R. Haude, No. 12104
Attorney for Wife
Suite 208 Cavalier Building
95 White Bridge Road
Nashville, TN 37205
(615) 356-1580

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail, postage prepaid, to JEFFREY ALAN LINDSAY, 105 Tomarand Road, Antioch, TN 37013, on the 20th day of October, 2003.

Irene R. Haude

CERTIFICATE OF SERVICE

DOCKET NO. 03D-1647

Pursuant to Rule 58(3) of the Tennessee Rules of Civil Procedure, I hereby certify that I have mailed a copy of the foregoing Judgment to the parties/counsel listed below, on this 3rd day of November , 2003.

RICHARD R. ROOKER, Circuit Court Clerk

By: B. Rawls
Deputy Clerk

Irene R. Haude, Attorney
Suite 208 Cavalier Building
95 White Bridge Road
Nashville, TN 37205

Jeffrey Alan Lindsay
105 Tomarand Road
Antioch, TN 37013

**STATE OF TENNESSEE**

I, **RICHARD R. ROOKER,** Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the FOURTH Circuit Court for Davidson County, Tennessee, on the 29 day of OCTOBER , 2003 , in the Case Number 03D1647 between LINDSAY, MARITZA ISABEL Plaintiff, and LINDSAY, JEFFREY ALAN Defendant, as same remains of record in Vol. 5525 , Page 1301332 of the Minutes of said Court.

**IN TESTIMONY WHEREOF,** I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 05 day of NOVEMBER in the year two thousand three and in the 227th year of American Independence.

**RICHARD R. ROOKER,** Clerk,

By: _____ Deputy Clerk

SEAL

