



JOANIE K. LOW (7244)
JACLYN J. ROBERTSON (11951)
JR LAW GROUP, PLLC
244 WEST 4860 SOUTH
SALT LAKE CITY, UTAH 84107
TELEPHONE: (801) 297-8545
EMAIL: jrobertson@jrlawgroup.com

Attorneys for Tyler North, Petitioner

**IN THE FOURTH JUDICIAL DISTRICT COURT
FOR WASATCH COUNTY, STATE OF UTAH**

In the Matter of the Marriage of

TYLER NORTH,
Petitioner,

and

CHAUNI LEA NORTH,
Respondent.

DECREE OF DIVORCE

Case No: 264500016
Judge: Jennifer A. Mabey
Commissioner: Marla Snow

The Petitioner, Tyler North ("Tyler"), by and through counsel, Joanie K. Low, and the Respondent, Chauni Lea North ("Chauni"), by and through counsel, Craig Halls, have entered into a written Stipulation resolving all outstanding divorce issues, which has been filed with the court. The Court has received and accepted the parties' Stipulation, reviewed the file, and being otherwise duly advised, having previously signed and entered its Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED:

The bonds of matrimony existing between Petitioner and Respondent are hereby dissolved. In addition, all other remaining issues in this matter, outlined below, are to become final and absolute upon entry by the court.

Jurisdiction and Grounds

1. At least one of the parties is a bona fide resident of Wasatch County, State of Utah, and has been for at least three months immediately prior to filing this action.
2. The parties were married on June 2, 2012 in Heber City, Wasatch County, Utah and are currently married. The parties separated on or about May 17, 2024.
3. The parties have experienced irreconcilable differences that prevent the parties from pursuing continuing their marriage.

Children

4. The parties share two (2) minor children: M.N. born April 2010, and B.N. born May 2017.

Child Custody Jurisdiction

5. The parties' minor children currently reside in Wasatch County, State of Utah. The children have resided at the current address for at least six (6) months.
6. Utah has jurisdiction to make custody determinations for the children in that Utah is currently the minor children's home state.

Rule 100 Notice

7. Neither party has participated in any other known and pending proceeding concerning the custody of or visitation with the children.

8. Neither party has knowledge of any person who has physical custody of the children or who claims rights of legal custody or physical custody of or parent time with the children except for the parties in this matter.

9. Neither party has knowledge of any pending proceeding that could affect this matter, including proceedings for enforcement and proceedings relating to domestic violence, protective orders, termination of parental rights, and adoptions.

Legal Custody

10. The parties shall be awarded joint legal custody of the minor children pursuant to the proposed Parenting Plan, below.

Physical Custody

11. Parties are awarded joint physical custody of the minor children pursuant to the proposed Parenting Plan, below. Tyler's home shall be designated as the primary residence for the minor children.

PARENTING PLAN

12. **Legal Custody:** The parties shall exercise joint legal custody of the minor children. The parent with whom the children are then located shall make day-to-day decisions involving the children and shall make emergency decisions affecting the health or safety of the children. Significant legal decisions including without limitation health, education, and religious upbringing shall be discussed in advance in attempt to reach an agreement. If the parties are unable to reach an agreement, parties shall consult with an expert on the subject. If parties are still unable to reach an agreement, Tyler shall have final decision making for M.N. For B.N., if parties are unable to reach an agreement, either party may bring the matter to the Court.

13. Physical Custody and Parent-Time: Physical Custody and Parent-Time shall be as follows:

a. The minor children primarily reside with Tyler. Chauni is living at 278 West 300 South, Heber City, Utah, which is located down the road from Tyler. At the present time, the minor children visit regularly with Chauni during the day, but return in the evenings to Tyler's home. This is primarily because Chauni's home only has one bedroom and the children have their own rooms at Tyler's home. It is anticipated that the parties will continue this arrangement.

b. Parties agree to be flexible with the Parent-Time. However, if parties are unable to agree upon Parent-Time, UTAH CODE ANN. § 81-9-305, shall apply for the minor child B.N. M.N. shall have the discretion to determine the parent-time schedule with Chauni. The parties shall allow M.N. to choose the frequency, timing, and duration of the parent-time she wishes to exercise with Chauni, and shall make reasonable efforts to accommodate M.N.'s choices.

14. The parties' joint physical custody arrangement is expressly contingent upon the parties residing within thirty (30) miles of one another. If either party relocates such that the parties' residences are more than thirty (30) miles apart, the existing joint physical custody schedule shall no longer be presumed to be appropriate, and the parties shall confer in good faith to establish a new custody and parent-time schedule that is in the best interests of the child(ren). If the parties are unable to reach an agreement, either party may petition the Court for a determination of custody and parent-time.

15. Due to the flexibility of the arrangements, parties acknowledge that the children spend more time during the daytime at Tyler's home and eat at his home. In order to help with the additional cost to Tyler, Chauni shall pay to Tyler \$200, each month by the 5th of each month, to assist with the needs of the children.

16. Holidays: The parties shall exercise holiday parent time as they agree or pursuant to UTAH CODE ANN. § 81-9-302.

17. Summer/Extended Parent Time: Parties shall continue to exercise Parent-Time as set forth herein with each party being entitled to two (2) weeks of uninterrupted Summer Parent-Time. On even years, Tyler shall designate by May 1st what days he intends to exercise his Summer Parent-Time and Chauni shall designate by May 15th what days she intends to exercise her Summer Parent-Time. On odd years, Chauni shall designate by May 1st what days she intends to exercise her Summer Parent-Time and Tyler shall designate by May 15th his Summer Parent-Time. Failure by a party to timely designate Summer Parent-Time does not waive the right to exercise Summer Parent-Time, it merely means that the other party may designate their parent-time first.

18. Transportation: Unless otherwise specified herein, parent-time exchanges shall occur as agreed upon by the parties, or by pick-up or drop-off at school, and curbside at 9:00 AM when school is not in session. The party beginning his or her parent time shall pick up the children. The parties shall cooperate and remain flexible regarding pick-up and delivery times, keeping in mind the importance of punctuality. If a parent is unavailable to transport the children, they may designate a suitable individual for the task. However, they must inform the other parent of this person's name and contact information.

19. Out-of-State Travel: If either party wishes to take the minor children outside the State of Utah, they shall, if possible, inform the other party 7 days in advance. Additionally, they shall provide the travel itinerary and arrange for maintaining reasonable contact during the trip. Both parties shall cooperate in obtaining a passport and signing any necessary documentation for the minor children if required for travel.

20. Education Plan: Tyler's current home address shall be designated as the primary residence of the children for purposes of identifying the appropriate school. The parties shall follow the Legal Custody provision above to make education decisions for the children if the parents cannot agree. Both parents shall have access to the children during school. Both parents shall have authority to check the children out of school.

21. Education Expenses: In addition to any child support obligation, both parties shall be equally responsible for any and all of the children's educational related expenses. Said expenses include, but are not limited to enrollment fees, school supplies, field trip expenses, school lunches, and any reasonable school related activities of \$100 or less, unless they agree otherwise in writing.

22. Communication/Exchange of Information: The children shall not be requested to carry messages between the parents. The parties shall communicate with each other via text or email, and by telephone when necessary. The parties shall share all information about the children regarding special events, homework assignments, parent/teacher meetings, report cards, medical events and prescriptions that the other parent may not have access to.

23. Maintaining Contact: Regardless which parent the children are with at any given time, the children shall be allowed to contact the other parent as frequently as they request. The parent who is not exercising custody shall be able to contact the children on a reasonable basis.

24. Relocation: If either party intends to relocate, the parties shall follow the process outlined in UTAH CODE ANN. § 81-9-209.

25. Extracurricular Activities and Sports: The parties shall encourage and support the children's participation in extracurricular activities and sports. The parties shall enroll the children in a reasonable number of activities and shall not purposefully try to supplant parent time with activities. The parties shall attempt to allow participation in activities in which the children express a desire to participate. If a parent enrolls a child in an activity without the other party's agreement, it shall not interfere with that parent's time and they do so at their own cost. The parties shall equally share the cost of any activities or equipment costs that are incurred for an activity in which a child is currently enrolled and any future activity that is agreed to in writing by both parties.

26. Disparaging Remarks: Each of the parties shall refrain from communicating with or about the other in demeaning, disparaging or disrespectful terms and shall prevent third parties, and the children from doing so as well.

27. Special Considerations:

- a. Both parents shall have access directly to all school reports including school reports and medical records.
- b. Both parents shall be listed as "emergency contacts" for medical emergencies with any school, daycare, or any other such providers.

- c. Both parents shall be allowed to access the children at school and shall be able to check the children out of school for any appropriate reason.
- d. The parties shall refrain from using any form of corporal punishment. Additionally, they shall consult with each other if they encounter discipline issues and strive to create consistency in house rules and discipline techniques.
- e. The parties shall notify one another of any illness that the children have. They shall also keep one another informed of any medications prescribed for the children, as well as any scheduled appointments with medical, dental, or mental health professionals.
- f. Neither party shall enroll or discontinue the children in services such as counseling without first notifying the other parent of the need for such a service and involving the other parent in choosing the professional who shall see the children. If a party makes the first contact with such a professional, they shall provide that person with the name, address, and telephone number of the other parent.
- g. In the event of a medical emergency, each party shall make every effort to contact and consult with the other party but shall be entitled to make necessary decisions until both parties are available. Such efforts shall include every means at the party's disposal, including calls to work, home, and cell phone, as well as leaving messages at all such numbers, and at the homes of

relatives in order to make sure the other parent knows about the medical emergency.

h. Both parties shall refrain from involving the children in “divorce issues.” Such issues include, but are not limited to, parent time disagreements; discussions about child support or financial hardships brought about by divorce; differences of opinion on how money is spent; discussions about court and legal matters; contents of legal papers; seeking information regarding what occurs in one another’s homes (other than general conversation); and involving the children as “messengers” between the parties.

28. Resolving Disputes: When disputes occur, the parties shall attempt to resolve those disputes before resorting to any other process and meet with experts in the areas of disagreement, as necessary. Parties may attend mediation or arbitration, by mutual agreement before seeking relief from the Court. Nothing in this provision shall prevent either party from seeking immediate judicial intervention when emergency circumstances exist or when otherwise permitted by law.

29. Violation of Parenting Plan: If either parent fails to comply with a provision of this Parenting Plan, the other parent’s obligations under the Parenting Plan or final Decree of Divorce shall not be affected.

END OF PARENTING PLAN

Child Support

30. Chauni is employed and grosses \$4,853 per month.

31. Tyler is employed and grosses \$5,100 per month.

32. Based on the Joint Custody Worksheet, the child support award is de minimis, and no child support is ordered.

Health Care Coverage and Medical Costs

33. Chauni is presently employed and has health care coverage for the benefit of the minor children, at no cost. As long as insurance coverage is available for the minor children at no cost or a de minimis cost, Chauni shall continue to maintain the insurance for the minor children, and shall be fully responsible for the payment of the premiums.

34. If health care coverage for the benefit of the minor children is available to both parties at a reasonable cost, the parties shall be free to choose either of the available plans on which to enroll the minor children.

35. Both parties shall equally share all reasonable and necessary uncovered and unreimbursed medical, optical and dental expenses, including deductibles and co-payments, incurred for the minor children, and actually paid by the parties.

36. The parent ordered to maintain health care coverage shall provide verification of health care coverage to the other parent or to the Office of Recovery Services, under Title IV of the Social Security Act, upon initial enrollment of the dependent children, and thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent or the Office of Recovery Services, of any change of health care coverage, insurance carrier, premium, or benefits within 30 calendar days of the date that parent first knew or shall have known of the change.

37. A parent who incurs medical expenses shall provide written verification of the cost and payment of medical expenses to the other parent within 30 days of payment.

38. A parent incurring medical expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with this section.

39. The parent to whom written verification is provided shall reimburse the parent who incurred the medical expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Childcare Expenses

40. It is not anticipated that the parties will need childcare for the minor children, however, shall childcare be necessary, both parties shall equally share the reasonable work-related childcare expenses.

41. Both parties shall begin paying his or her share of care expenses on a monthly basis immediately upon presentation of proof of the childcare expense.

42. The parent who incurs childcare expenses shall provide written verification of the cost and identity of a childcare provider to the other parent upon initial engagement of a provider, and thereafter on the request of the other parent. The parent shall notify the other parent of any change of childcare provider or the monthly expense of care within 30 calendar days of the date of the change.

43. A parent incurring childcare expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

44. The parent to whom written verification is provided shall reimburse the parent who incurred the childcare expenses one-half the amount of the out-of-pocket costs within 30 days of receipt of the written verification.

Debts and Obligations

45. Other than the debt set forth above, the parties do not have marital debt, with the exception of the credit card with America First, account number ending in 2878. Tyler shall assume the debt and shall hold Chauni fully indemnified.

46. If there are any marital debts and obligations that have not been paid, parties shall equally divide the debt.

47. The parties shall notify respective creditors or obligees regarding the division of debts, obligations, or liabilities herein and the parties' separate, current addresses, and shall refinance any debt that is in the other party's name into solely his/her own name within 60 days.

Non-Retirement Financial Assets

48. During the marriage, the parties acquired various financial assets, including, but not limited to, joint and separate checking, savings, and investment accounts. Except as otherwise provided herein, each party shall retain the financial accounts currently titled in his or her individual name.

49. The parties acknowledge that approximately \$8,000 remains in the savings account from the Home Equity Line of Credit ("HELOC") account. Tyler shall pay \$4,000 to Chauni from the funds remaining in the account. Upon payment of Chauni's \$4,000 share, all remaining funds in the HELOC account, together with the account itself, shall be awarded to Tyler as his sole and separate property. Tyler may thereafter remove Chauni as an account holder or authorized signer

on the account, and Chauni shall execute any documents reasonably necessary to facilitate her removal.

50. Each party is entitled to any checking and savings account in their own names.

Retirement Accounts, Pensions, and Related Assets

51. During the marriage, both parties acquired interests in retirement accounts. As a condition of settlement, parties agree that they shall each be awarded his or her own retirement account(s), and no division of those accounts is required.

Personal Property

52. During the course of the marriage, the parties acquired certain items of personal property. The personal property has been divided and further division is not required, with the following exceptions:

a. Chauni shall be awarded her personal effects and belongings, the extra washer and dryer (basement), extra bedroom set (basement), and the extra TV (basement).

b. All remaining personal and marital property shall be awarded to Tyler.

53. The parties shall be entitled to their own vehicles, and shall be responsible for all loans, repair costs, licensing, registration and insurance associated with ownership of their own vehicles, and shall hold the other party fully indemnified. Presently, Chauni's vehicle loan is in Tyler's name. Chauni shall refinance the vehicle into her own name within 60 days of the signing of this Stipulation.

Tyler is entitled to the 2004 GMC, free and clear of any claims from Chauni.

Chauni is entitled to 2012 Honda Pilot, free and clear of any claims from Tyler.

Parties shall be responsible for any loans, registration, licensing, insurance, repairs or maintenance associated with their vehicles and shall hold the other party fully indemnified.

54. During the marriage, the parties purchased a Polaris RZR. Tyler is entitled to ATV and shall be fully responsible for the debt, licensing, and any costs associated with the ATV. Chauni shall be fully indemnified.

55. During the marriage the parties acquired a 2006 Honda Pilot. Chauni is entitled to the vehicle and shall be fully responsible for any debt, licensing, and any costs associated with the vehicle. Tyler shall be fully indemnified.

56. Parties will cooperate with one another to transfer titles to the other for the vehicles awarded to them.

Real Property

57. During the course of the marriage, Tyler was gifted his home located at 189 West 300 South, Heber City, Utah 84032, as an inheritance gift. Tyler is entitled to the real property, free and clear of any claims by Chauni. Chauni shall quitclaim any interest she may have in the home.

58. During the marriage, the parties borrowed money against Tyler's home, using a Home Equity Line of Credit ("HELOC") to purchase another home. Chauni is presently living in the home located at 278 West 300 South, Heber City, Utah 84032. Chauni is entitled to the real property, free and clear of any claims by Tyler, subject to paying to Tyler \$135,000, as his portion of the equity in the home. Tyler shall quitclaim any interest he has in the home. Until the payment of \$135,000 has been paid by Chauni, Tyler may file a Notice of Interest against the property.

59. Parties are each paying for one-half of the HELOC payment each month, or approximately \$1,000 each. Until Chauni has paid to Tyler his portion of the equity in the home located at 278 West 300 South, Heber City, Utah 84032, or \$135,000, the parties shall continue to each pay for one-half of the HELOC until it has been paid in full.

60. As long as Chauni is paying for one-half of her portion of the HELOC each month, or approximately \$1,000 per month, this arrangement can for five (5) years. If Chauni is more than 90 days delinquent on the payment of her portion of the HELOC, the home at 278 West 300 South, Heber City, Utah 84032, shall be sold. From the sale of the home, Tyler shall receive \$135,000, thereafter, the realtor fees and other costs will be paid, and Chauni shall receive the remaining equity.

61. Chauni may finance the home into her own name at any time. Once Tyler has been paid \$135,000, Chauni no longer is required to pay approx. \$1,000 or one-half of the HELOC each month.

Business Interests and Related Assets

62. Tyler and his brother, Jordan, received as an inheritance the business of Northside Cabinets. Tyler shall be awarded the business free and clear of any claim or interest by Chauni.

Alimony

63. Both parties are working and earn approximately the same income. Both parties are able to provide for their own needs, and an award of alimony is not required.

Personal Conduct

64. Both parties shall be restrained from bothering, harassing, annoying, threatening, or harming the other at the other place of residence, employment or any other place. Both parties shall be civil and respectful in their communications with one another.

Taxes

65. For the tax year of 2026, and thereafter, the parties shall file their taxes separately.

66. While there are two minor children, each party shall be entitled to claim one minor child for the purposes of filing federal and state income tax returns. When there is one minor child, parties shall alternate years, with Tyler claiming the minor child's tax credits in even years, and Chauni claiming the minor child's tax credits in odd years.

Attorney's Fees

67. Both parties shall pay their own attorney fees and costs.

Other

68. Chauni shall be restored to her maiden name of Bayles.

69. If any provision of the Decree of Divorce or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Decree of Divorce.

70. Each party shall be ordered to execute and deliver to the other such documents as are required to implement the provisions of the Decree of Divorce entered by the Court.

71. The Court shall grant such other and further relief as it may deem just and appropriate in this matter.

*****ENTERED BY THE COURT ON THE DATE AND AS INDICATED BY THE
COURT'S SEAL AT THE TOP OF THE FIRST PAGE*****

APPROVED AS TO FORM this 21st day of August, 2026.

*E-signed by Joanie K. Low
with permission of Craig Halls*

/s/ Craig Halls

CRAIG HALLS
Attorney for Chauni Lea North

RULE 7 NOTICE

Pursuant to Rule 7 of the Utah Rules of Civil Procedure a true and correct copy of the above Order was served by being emailed on the 21st day of August, 2026, to the following parties. Notice of objections to this order must be submitted to the Court and counsel within seven days after service. Shall no objections to this order be submitted to the Court and counsel within seven days after service, this Order shall be presented to the Court for entry and signature.

CRAIG HALLS
Attorney for Chauni Lea North

JR LAW GROUP, PLLC

/s/ Joanie K. Low

JOANIE K. LOW
Attorney for Tyler North

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of August, 2026, I caused a true and correct copy of

the foregoing *Decree of Divorce* to be sent to the following by the method indicated below:

E-FILE:

CRAIG HALLS
Attorney for Chauni Lea North

JR LAW GROUP, PLLC

/s/ Cody Nilles

CODY NILLES
Paralegal for JR Law Group, PLLC