

**Commonwealth of Kentucky**  
**Court of Appeals**

NO. 2024-CA-1276-MR

PAUL BLAKE ALEXANDER

APPELLANT

v. APPEAL FROM CARTER CIRCUIT COURT  
HONORABLE JENIFFER BARKER NEICE, JUDGE  
ACTION NO. 23-CI-00262

RENEE MICHELLE ALEXANDER

APPELLEE

AND

NO. 2024-CA-1315-MR

RENEE MICHELLE ALEXANDER

CROSS-APPELLANT

v. CROSS-APPEAL FROM CARTER CIRCUIT COURT  
HONORABLE JENIFFER BARKER NEICE, JUDGE  
ACTION NO. 23-CI-00262

PAUL BLAKE ALEXANDER

CROSS-APPELLEE

OPINION  
AFFIRMING

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BEFORE: CETRULO, COMBS, AND L. JONES, JUDGES.

JONES, L., JUDGE: Paul Blake Alexander (Blake) brings Appeal No. 2024-CA-1276-MR and Renee Michelle Alexander (Renee) brings Cross-Appeal No. 2024-CA-1315-MR from an August 21, 2024 Findings of Fact, Judgment, and Order of the Carter Circuit Court, Family Court Division (family court), addressing, *inter alia*, timesharing with the parties' child, restoration of nonmarital property, and division of marital property. We affirm.

Blake and Renee were married on October 31, 2007. A son, L.B.A., was born to the parties on June 29, 2008. Blake subsequently filed a Petition for Dissolution of Marriage in the family court on August 2, 2023. Then, on November 7, 2023, a Decree of Dissolution of Marriage was entered dissolving the parties' marriage but reserving all other issues for future adjudication. On August 21, 2024, a Findings of Fact, Judgment, and Order was entered. Relevant to these appeals, the family court awarded the parties joint custody of L.B.A., who was then nearly sixteen-years old, designated Blake the primary residential parent, awarded timesharing to Renee, awarded Blake a \$100,000 nonmarital interest in the marital residence as a gift to him from his father, and awarded Renee the

\$70,000 inheritance she received from her father as her nonmarital property.

These appeals follow.

The issues raised by Blake and Renee in these appeals primarily involve: (1) Renee’s timesharing with the parties’ son; (2) the parties’ respective interest in the marital residence; and (3) Renee’s inheritance from her father as her nonmarital property.

Regarding the first issue, the family court awarded the parties joint custody of their child, L.B.A., designated Blake as the primary residential parent, and awarded timesharing to Renee. More particularly, the family court ordered that Renee and L.B.A. were to engage in counseling, and then, upon the recommendation of the counselor or desire of the child, Renee “shall have timesharing with the child in accordance with the Carter County Timesharing Guidelines.” August 21, 2024 Findings of Fact, Judgment and Orders at 8, Trial Record (TR) at 306.

The record reflects that L.B.A., the child who is the subject of the timesharing order, turned eighteen years of age on June 29, 2026. The age of majority in Kentucky is eighteen absent a qualifying disability, and Renee has not argued L.B.A. has a qualifying disability. *See* KRS<sup>1</sup> 2.015. It is important to note the statute governing timesharing, KRS 403.320, repeatedly refers to a “child” and

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<sup>1</sup> Kentucky Revised Statutes.

a legal adult is not a child.<sup>2</sup> As L.B.A. has reached the age of majority, there is no longer an actual case or controversy regarding timesharing. As such, any issues related to timesharing with L.B.A. are moot.

The second issue raised by the parties is their respective interest in the marital residence. The family court ultimately awarded Renee “one half of the equity of the residence, less \$100,000.00 from [Blake’s] father, or \$132,500.00.” TR at 306. Both Blake and Renee are claiming the family court erred in its treatment of the marital residence which was constructed and paid for during the parties’ marriage.

Disposition of property in a dissolution of marriage proceeding is governed by KRS 403.190.<sup>3</sup> Simply put, KRS 403.190 requires the family court to

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<sup>2</sup> See *Anderson v. Johnson*, 350 S.W.3d 453, 456 (Ky. 2011) (holding that “by saying that a timesharing modification can be done ‘whenever’ it is in the best interests of the *child* to do so, the legislature effectively gave the family court continuing jurisdiction to hear such motions until the child reaches the age of majority or is emancipated.”) (footnote omitted).

<sup>3</sup> (1) In a proceeding for dissolution of the marriage . . . the court shall assign each spouse’s property to him. It also shall divide the marital property without regard to marital misconduct in just proportions considering all relevant factors including:

- (a) Contribution of each spouse to acquisition of the marital property . . . ;
- (b) Value of the property set apart to each spouse;
- (c) Duration of the marriage; and
- (d) Economic circumstances of each spouse when the division of property is to become effective . . . .

(2) For the purpose of this chapter, “marital property” means all property acquired by either spouse subsequent to the marriage except:

allocate and divide the property owned by the parties in a dissolution proceeding as follows: (1) classify each item of property as either marital or nonmarital; (2) assign each party any nonmarital property the party owns, and (3) divide all marital property in just proportions. *Jones v. Jones*, 245 S.W.3d 815, 817 (Ky. App. 2008) (citations omitted). Property acquired by either spouse after the parties' marriage, and before a decree of dissolution is entered, is presumed to be marital property. KRS 403.190(3); *Hunter v. Hunter*, 127 S.W.3d 656, 660 (Ky. App. 2003). The marital property presumption may be overcome if a party can demonstrate the property was acquired by an exception as set forth in KRS 403.190(2), including property acquired by gift.

There are multiple factors to consider when determining whether property acquired during the marriage was a nonmarital gift to one spouse. Relevant factors include the following: source of the funds used to purchase the property, intent of the donor, and the status of the parties' marriage when the property was transferred. *Hunter*, 127 S.W.3d at 660. The intent of the donor is

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(a) Property acquired by gift . . . during the marriage . . . ;

. . . .

(3) All property acquired by either spouse after the marriage and before a decree of legal separation is presumed to be marital property . . . . The presumption of marital property is overcome by a showing that the property was acquired by a method listed in subsection (2) of this section.

the principal factor when deciding whether the transfer was a gift to one of the parties. *Id.* As the classification of marital property is a question of fact, it is subject to a clearly erroneous standard of review. *Id.* at 660. And, the party asserting that property acquired during the marriage is nonmarital bears the burden of proof. *Id.* Our review will proceed accordingly.

The record reflects that in 2014, the parties purchased property upon which to build their marital residence. After the property was purchased, the parties obtained a construction loan in the amount of \$100,000 to build the home. Blake's father, Paul Alexander, cosigned for the construction loan. It is undisputed that the parties had drug addiction issues during this time and most of the loan proceeds were used to support their addiction. The parties were unable to complete construction of the home or pay off the \$100,000 loan when it became due. It is likewise undisputed that Paul stepped in, paid off the loan, oversaw the construction, and financed the completion of the home. Paul testified he intended the funds he expended on the home to be a gift to Blake in lieu of his future inheritance.

To overcome the presumption that the \$100,000 gift from Paul made during the parties' marriage was marital property, we must consider the relevant factors – source of the funds, intent of the donor, and status of the parties' marriage. We initially note that the source of the \$100,000 was a withdrawal taken

from an investment account held by Paul that he intended to fund Blake's inheritance. As the intent of the donor is paramount, we further note Paul testified he intended the funds to be a nonmarital gift given solely to Blake in lieu of his inheritance. Although the status of the parties' marriage was not in question at the time the gift was made, there exists substantial evidence that Paul intended the \$100,000 to be a gift solely to Blake. We believe the family court's findings are supported by substantial evidence and, thus, are not clearly erroneous.

In sum, as to the marital residence, the family court found the following: the value of the residence was \$365,000; there was no mortgage on the residence; and Blake's father had given a \$100,000 gift solely to Blake by paying off the construction loan and completing construction of the residence. The Court then awarded Blake the residence and awarded Renee "one half of the equity of the residence, less \$100,000.00 from [Blake's] father, or \$132,500.00." Considering all the relevant factors, we do not believe the family court erred in the classification, allocation, or division of the equity in the parties' marital residence. The burden was upon Blake to overcome the presumption that the \$100,000 was marital property and we believe he introduced sufficient evidence to overcome the presumption.

We now turn to the final issue raised on appeal and cross-appeal which concerns the inheritance Renee received from her father upon his death.

It should be noted that neither party addressed this issue with more than a mere two paragraphs, and neither produced citation to the record or legal authority in support of their position. It is, however, undisputed that during the parties' marriage Renee received an inheritance from her father in the amount of \$77,000. It is likewise undisputed that Renee deposited \$70,000 of those funds into the couples' joint bank account. Renee presented evidence to demonstrate that following her deposit, the funds in the account never dropped below \$70,000 until she withdrew \$70,000 upon the parties' separation.

It is well established pursuant to *Allen v. Allen*, 584 S.W.2d 599, 600 (Ky. App. 1979), that “the requirement of tracing should be fulfilled, at least as far as money is concerned, when it is shown that nonmarital funds were deposited and comingled with marital funds and that the balance of the account was never reduced below the amount of the nonmarital funds deposited.” It should be noted that despite some disagreement with the holding in *Allen*,<sup>4</sup> the Kentucky Supreme Court, in *Chenault v. Chenault*, 799 S.W.2d 575 (Ky. 1990), “did not overrule *Allen*’s holding . . . . Therefore, this holding appears to still be good law in the Commonwealth.” *Mattingly v. Fidanza*, 411 S.W.3d 250, 257 (Ky. App. 2013).

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<sup>4</sup> While we are cognizant of the recent Opinion of another panel of this Court in *Yelton v. Yelton*, \_\_\_ S.W.3d \_\_\_, No. 2025-CA-0723-MR, 2026 WL 1752369 (Ky. App. Jun. 18, 2026), it must be noted that the facts in *Yelton* are distinguishable from the facts *sub judice*. In *Yelton*, the balance of the parties' joint account into which the nonmarital funds were deposited did drop below the amount of the deposit of the nonmarital funds. *Id.* Therefore, *Yelton*’s analysis is not applicable.

We find *Allen*'s application to the facts presented *sub judice* dispositive. As in *Allen*, the balance of Renee and Blake's joint account never dropped below the amount of Renee's nonmarital contribution. Therefore, although Renee's nonmarital funds were comingled with marital funds, as the balance in the account was never lower than the nonmarital funds Renee deposited into the account, the tracing requirement has been satisfied. *See Allen*, 584 S.W.2d at 600.

In sum, we affirm the family court's August 21, 2024 Findings of Fact, Judgment, and Order as to each of the issues raised in these appeals.

We view any remaining contentions of merit to be moot or without merit.

ALL CONCUR.

BRIEFS FOR APPELLANT:

Derrick E. Willis  
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BRIEF FOR APPELLEE:

MaLenda S. Haynes  
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