

A HUSBAND AND WIFE MAY MAKE A VALID AND ENFORCEABLE SETTLEMENT OF ALIMONY, SUPPORT, PROPERTY RIGHTS, OR PERSONAL RIGHTS.

REVISOR'S NOTE: This section is new language derived without substantive change from the first clause of the first sentence of former Article 16, § 28.

The former term "binding" is deleted as included in "valid and enforceable".

The former phrase "to every intent and purpose" is deleted because deeds, agreements, and settlements between spouses are subject to the same attack by the parties and to the same action by the court as would be other contracts. Thus, while such agreements are not intrinsically invalid, neither are they valid "to every intent and purpose".

Defined term: "Support" § 1-101

8-102. DEED OR AGREEMENT NOT BAR TO DIVORCE.

A DEED OR AGREEMENT BETWEEN SPOUSES IS NOT A BAR TO AN ACTION FOR ABSOLUTE OR LIMITED DIVORCE, REGARDLESS OF WHETHER THE DEED OR AGREEMENT WAS EXECUTED:

- (1) WHEN THE PARTIES WERE LIVING TOGETHER OR APART;
OR
- (2) BEFORE, AFTER, OR WHILE THERE WAS A GROUND FOR DIVORCE.

REVISOR'S NOTE: This section is new language derived without substantive change from the second clause of the first sentence of former Article 16, § 28.

Item (2) of this section is substituted for the former clause "the cause for divorce existed at the time or arose prior or subsequent to the time", for brevity.

8-103. MODIFICATION OF DEED, AGREEMENT, OR SETTLEMENT.

(A) PROVISION CONCERNING CHILDREN.

THE COURT MAY MODIFY ANY PROVISION OF A DEED, AGREEMENT, OR SETTLEMENT WITH RESPECT TO THE CARE, CUSTODY, EDUCATION, OR SUPPORT OF ANY MINOR CHILD OF THE SPOUSES, IF THE MODIFICATION WOULD BE IN THE BEST INTERESTS OF THE CHILD.

(B) PROVISION CONCERNING SUPPORT OF SPOUSE -- EXCEPTION.

THE COURT MAY MODIFY ANY PROVISION OF A DEED, AGREEMENT, OR SETTLEMENT WITH RESPECT TO SPOUSAL SUPPORT EXECUTED ON OR AFTER JANUARY 1, 1976, REGARDLESS OF HOW THE PROVISION IS STATED,