



Bobbie Holsclaw
Jefferson County Clerk's Office

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INST # 2017069521

BATCH # 68832

JEFFERSON CO, KY FEE \$13.00

PRESENTED ON: 03-24-2017 7 11:14:22 AM

LODGED BY: HENRY SCHLIDKENCHT

RECORDED: 03-24-2017 11:14:22 AM

BOBBIE HOLSCLAW

CLERK

BY: JOLENE CARDWELL

RECORDING CLERK

BK: D 10851

PG: 31-34

**AMENDMENT TO MASTER DEED
OF
ATRIUM AT STONYBROOK 1B, INC.**

ATRIUM AT STONYBROOK 1B, INC. ("Atrium 1B"), acting by and through its duly elected Board of Directors, hereby gives notice this 16th day of March, 2017, that it has adopted the Amendment set forth below (the "Amendment") to the Master Deed of Atrium at Stonybrook 1B, Inc., dated October 19, 1995, and recorded in Deed Book 6654, Page 657, in the Office of the County Clerk of Jefferson County, Kentucky, as amended by all Amendments thereto (collectively, the "Master Deed").

Reference is made to that certain civil action brought in Jefferson Circuit Court on October 13, 2010, by Atrium at Stonybrook, LLC (named in the Master Deed and referred to herein as "Developer"), being numbered 10-CI-007127, and being styled *Atrium at Stonybrook, LLC vs. Atrium at Stonybrook 1B, Inc.* (the "Action"). By the Action, Developer sought to recover fees it claimed were owed to it by the condominium association and/or the owners of units in Atrium 1B for their use of Developer's clubhouse (the "Clubhouse," also known as Unit 202) located at 8509 Atrium Drive (also known as Building 2) and for their use of the pool located upon the premises of Atrium at Stonybrook 1B (the "Pool"). Developer's claims were disputed by Atrium 1B. A mortgage covering Unit 202 was subsequently foreclosed by the mortgagee, and said Unit was sold and converted to a residential unit. As of the date hereof, the Pool is not being used.

Developer and Atrium 1B have now agreed to enter into a Settlement Agreement (the "Settlement Agreement") that settles all claims of the litigants and provides that they will jointly move the Court to dismiss the Action with prejudice. The terms and provisions of the Settlement Agreement also provide, *inter alia*, that neither Atrium 1B nor the Developer is required to provide a clubhouse or a pool. In order that the terms of the Master Deed conform to the terms of the Settlement Agreement, Atrium 1B now hereby amends the Master Deed as hereinafter provided.

WITNESSETH:

RECITALS:

A. In order to conform the terms of the Master Deed to the terms of the Settlement Agreement, Atrium 1B hereby amends the Master Deed as more particularly set forth herein.

B. An amendment was adopted and recorded December 6, 2013, in Deed Book 10177; Page 14. Pursuant to the Settlement Agreement of the parties, the Court has ordered that that amendment be modified, and therefore, the Master Deed is so amended to replace Article 3d in its entirety with the following:

ARTICLE 3d

All right, title and interest in and to the Pool has been waived, remised, and renounced by Developer. The ownership of and right to use the Pool is and shall remain vested solely in Atrium 1B. Atrium 1B shall have the right, but not the obligation, to repair, restore or maintain the Pool, and/or make the Pool available for use by the unit owners or their guests.

Unit 202 in Building 2, formerly the Clubhouse, is and shall remain a private residential condominium unit. Atrium 1B has no obligation to provide a Clubhouse for use by the unit owners or their guests.

The portion of the Amendment to the Master Deed, of record in Deed Book 7089, Page 102, stating, "The fees owed to Developer by unit owners shall constitute a lien against the units themselves and shall be collectible as any other lien enforceable at law," is hereby deleted. Any such liens previously filed and still remaining of record are unenforceable and shall be released of record by the Developer simultaneously with the execution of this Amendment.

The Master Deed is amended as set forth above and no further, and is restated and incorporated herein by reference.

WITNESS our signatures this 16th day of March, 2017.

DEVELOPER:

ASSOCIATION:

ATRIUM AT STONYBROOK, LLC

ATRIUM AT STONYBROOK 1B, INC.

By: [Signature]
Name:
As: Managing Member

By: Judith S. Guittaro
Name: JUDITH S. Guittaro
As: President

By: Sally Gerding
Name: SALLY GERDING
As: Secretary

JS

COMMONWEALTH OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me this 16th day of March, 2017, by Enrique L. Pantoya, as authorized agent of Atrium at Stonybrook, LLC.

Myrtle L Davis
Notary Public, Kentucky, State at Large
My Commission expires: 11/7/2017

COMMONWEALTH OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me this 16th day of March, 2017, by Judith S. Guittar, as President of the Board of Directors of Atrium at Stonybrook 1B, Inc.

[Signature]
Notary Public, Kentucky, State at Large
My Commission expires: March 28, 2021

COMMONWEALTH OF KENTUCKY)
) ss.
COUNTY OF JEFFERSON)

Acknowledged before me this 16th day of March, 2017, by Sally Gerding, as Secretary of the Board of Directors of Atrium at Stonybrook 1B, Inc.

[Signature]
Notary Public, Kentucky, State at Large
My Commission expires: March 28, 2021

THIS INSTRUMENT PREPARED BY:

Lawrence Abrams
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