

ELECTRONICALLY FILED

CASE NO. 10-CI-007127

JEFFERSON CIRCUIT COURT
DIVISION THIRTEEN (13)
JUDGE ANN BAILEY SMITH

ATRIUM AT STONYBROOK, LLC

PLAINTIFF

VS.

AGREED ORDER

ATRIUM AT STONYBROOK 1B, INC.

DEFENDANT

The Plaintiff, Atrium at Stonybrook, LLC ("Atrium"), by counsel, and the Defendant, Atrium at Stonybrook 1B, Inc. ("Atrium 1B"), by counsel, having reached an agreement in this matter,

IT IS HEREBY AGREED as follows:

1. Atrium will transfer by deed ownership of the pool, land, equipment and pool house to Atrium 1B, and the transfer will be "as is" and the property will need to be added to Atrium 1B's insurance policy as soon as possible. Atrium will maintain insurance until transfer is complete. Until the property is insured, there should be no entry into the pool house or pool area. This transfer does not include items that are not currently in Atrium 1B's possession such as the tables and chairs which belong to Atrium.

2. Atrium agrees to release all of the remaining liens held against the unit owners at Atrium 1B upon payment by Atrium 1B of the County Clerk fee of \$ 13.00 per unit. To facilitate this Atrium will provide Atrium 1B with two lists: (1) The first list

containing by building and unit number those liens that have been paid or otherwise dismissed referencing Lien Book and page number; and (2) the second list, after filing the releases, a list by building and unit of those liens released including Lien book and page number reference. Additionally Atrium will provide Atrium 1B the exact number of liens to be lifted. This will facilitate the appropriate amount of County Clerk fees and will enable Atrium 1B to notify co-owners of the releases and to verify the same.

3. Atrium agrees that it does not have an interest in garage #19 and that the Court will decide ownership as between Atrium 1B and Branger, if the issue is not settled by those parties.
4. Atrium agrees to transfer by deed ownership of garage #23 to Atrium 1B and to provide remote within 90 days of the transfer.
5. Atrium and Atrium 1B mutually agree to allow garage #20, 22 and 50 to remain with the stated owners who are in possession of those garages.
6. Atrium 1B will quit claim to Atrium garage #16 and any other unsold garages and storage spaces in 8510 Atrium Drive. With regard to 8510 and 8505, Atrium reserves its rights to deal directly with the unit owners as to the validity of ownership of any garage or storage unit not specifically provided for herein without interference by Atrium 1B or any successor entity.
7. Atrium agrees to transfer carport #62 by deed to Atrium 1B.
8. Atrium agrees to transfer storage closet #7 in 8505 Atrium Drive by deed to Atrium 1B.
9. Atrium 1B will transfer to Atrium any and all remaining garages, carports and storage closets in its quitclaim, and Atrium 1B will prepare the deed.

- 10. Atrium 1B will release its judgment against Atrium as fully satisfied.
 - 11. Atrium will dismiss its claims for payment of pool and clubhouse fees.
 - 12. Atrium will not seek to collect further on clubhouse or pool fees from Atrium 1B unit owners or Atrium 1B.
 - 13. Mutual releases will be executed by both parties.
 - 14. Atrium will remove all of its possessions from the transferred properties within ninety (90) days from the date of execution of the documents herein.
 - 15. The amendment of the Master Deed shall be put before the Court to approve same.
 - 16. Atrium agrees to limit sales of garages and carports located in Atrium 1B to owners in Atrium 1B. Furthermore Atrium agrees to sell storage units only to owners in the building in which the storage units are located.
 - 17. Atrium 1B will provide Atrium access to buildings 8505, 8507, and 8510 as long as Atrium owns garages or storage spaces therein.
 - 18. Atrium dismisses any claim for payment from Atrium 1B for the clubhouse unit.
- The attached amendment is the latest proposed version but there are elements still under review for change.

ENTERED IN COURT
 DAVID L. NICHOLSON, CLERK
 MAR 21 2017
 BY _____
 DEPUTY CLERK

C. Baber

 JUDGE, JEFFERSON CIRCUIT COURT
 DATE: *March 21, 2017*