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DECLARATION OR MASTER DEED

FOR

"ATRIUM AT STONYBROOK"

THIS DECLARATION made and entered into this 19<sup>th</sup> day of October, 1995, by ATRIUM AT STONYBROOK, INC., A Kentucky Corporation, hereinafter referred to as "Developer", and NATIONAL CITY BANK, hereinafter referred to as "Mortgagee".

W I T N E S S E T H:

That whereas, Atrium at Stonybrook, Inc., a Kentucky Corporation, is the owner in fee simple of a certain tract of land on Stony Brook Drive in Jefferson County, Kentucky, as shown on Plat attached hereto, and when fully developed, shall consist of not more than seventy six (76) residential Units; and,

WHEREAS, Developer desires to develop said land into a Condominium Project with an overall plan consisting of various buildings; and,

WHEREAS, Developer desires to, and does hereby file its plans for a certain buildings and units (consisting of 24 units) all as shown on plans simultaneously recorded herewith together with any and all other structures and improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Kentucky Condominium Law KRS 381.805 to .910 amended; and,

WHEREAS, Developer desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate,

and any unit or units thereof or therein contained to provide for the harmonious, beneficial and proper use and conduct of the property; and,

WHEREAS, Developer desires and intends that the unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements and privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of condominium ownership of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, Developer declares as follows:

1. Legal Description of Land and Definitions.

The real estate which is hereby submitted and subjected to the provision of the Condominium Property Law of Kentucky, as amended, is legally described as follows:

See Exhibit A attached hereto and made a part hereof.

Being part of the same property acquired by Developer by Deed dated July 8, 1993, of record in Deed Book 6330, Page 761, and December 20, 1993, in Deed Book 6397, Page 748, all in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

Said real estate is also described and delineated on a Plat or survey attached hereto and marked Exhibit "B" which by reference thereto is made a part thereof.

Said real estate and all improvements thereon and appurtenances thereto shall be known as "Atrium at Stonybrook".

Except to the extent hereinafter modified or changed, the following words and terms, whenever used herein, shall have the same meaning as provided for such words and terms in the Condominium Property Law as amended.

"Unit", "Condominium", "Master Deed", "General Common Elements", "Common Expenses", "Persons", "Property" and "Limited Common Elements".

2. Description of Buildings.

Buildings 10 and 11 situated on said real estate are fully described in a set of floor plans of the building filed simultaneously with the recording hereof pursuant to KRS 381.835, and by reference thereto, made a part of this Master Deed and is fully shown by the Plans attached hereto and made a part hereof.

Atrium at Stonybrook, a Condominium, shall consist of six (6) buildings of which Buildings 10 and 11 are to be constructed first and followed by other buildings which will be created, added and subjected to this Condominium Regime by addenda to this Declaration upon the filing of its plans together with the common elements appurtenant thereto. Developer specifically reserves the right, from time to time, within six (6) years of the date of the recording of this declaration, to amend this Master Deed to the extent of adding additional buildings, units and common area, and once added by addendum described below, shall have the same rights and privileges as herein. In furtherance of the foregoing, an irrevocable power

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coupled with an interest is hereby granted and reserved unto Developer, its successors and assigns, to shift and reallocate from time to time the percentage of ownership in the common elements appurtenant to each unit to the percentages set forth in each addendum pursuant to this paragraph. Each execution of a deed of conveyance, mortgage or other instrument with respect to a unit and the acceptance thereof, shall be deemed, a grant, and an acknowledgement of an conclusive evidence of the parties thereto, to the consent of such reservation of power to the developer as attorney in fact and shall be deemed to reserve to developer and its successors and assigns the power to shift and reallocate from time to time the percentages of ownership in the common elements appurtenant to each unit as set forth in each such recorded addendum. Further, Developer specifically reserves unto itself and its successors and assigns the right to determine the location of all future units and buildings on areas not yet included as common elements. The "Reserved" area shown on plat filed herewith shall have free rights of ingress and egress on and over each addition to any Roadway. Individual Unit owners shall not be included within the meaning of "successors and assigns" as used in this paragraph.

Each owner of a unit by acceptance of a deed thereto further acknowledges, consents and agrees to each such amendment that is recorded as follows:

(a) The portion of the additional common area described in each such amended declaration shall be governed in all respects by the provisions of this declaration.

(b) The percentage of ownership in the common elements appurtenant to each unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amended declaration to the Master Deed and upon the recording of each such amended declaration of Master Deed the amount by which such percentage appurtenant to the unit is reduced, as set forth in each such recorded amended declaration, shall thereby be and be deemed to be released and divested from such unit and reconveyed and reallocated among the unit owners as set forth in each such recorded amended declaration of master deed.

(c) Each deed, mortgage or other instrument affecting a unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the common elements appurtenant to each unit shall, upon the recording of each amended declaration, be divested to the reduced percentage set forth in such amended declaration and vested among the other owners, mortgagees and others owning and interest in any other unit in accordance with the terms and percentages of each such recorded amended declaration.

(d) The percentage of ownership in the common elements appurtenant to each unit shall include and be deemed to include any additional common elements annexed hereto by a recorded amended declaration and each deed, mortgage or other instrument affecting a unit shall be deemed to include such additional common elements and the ownership of any such unit and lien of any such mortgage shall automatically include and attach

to such additional common elements as such amended declaration of master deeds are recorded.

(e) Each owner shall have a perpetual easement, appurtenant to his unit for the use of any additional common elements annexed thereto by and described in any recorded amended declaration of master deed for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easement granted to the owner of specific units as may be provided in any such amended declaration of master deed.

(f) The recording of each such amended declaration of master deed shall not alter the amount of the lien for expenses assessed to a unit prior to such recording.

(g) Each owner by acceptance of a deed to a unit, agrees that he or she and all those claiming thereunder, including mortgagees, that this Declaration and each amended declaration of master deed is and shall be deemed to be in accordance with the Condominium Property Act, and any changes in the respective percentages of ownership in the common elements as set forth in each such amendment to the master deed shall be deemed to be made by agreement of all unit owners.

(h) Developer reserves the right to amend this Declaration in such manner, and each owner agrees to execute and deliver such documents, if necessary, or desirable to cause the provisions of this paragraph to comply with the Act as it may be amended from time to time.

3. Units (Building and Units, as Built, as shown on Plans filed herewith) and Club House and Pool.

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(a) The unit numbers of each of the units are duly set forth in said plans attached hereto and are as follows:

<b>BUILDING</b>	<b><u>UNIT</u></b>
10	1001
	1002
	1003
	1004
	1005
	1006
	1007
	1008
	1009
	1010
	1011
	1012
11	1101
	1102
	1103
	1104
	1105
	1106
	1107
	1108
	1109
	1110
	1111
	1112

(b) The location, dimensions and limited common area to which each unit has access are set forth in and on said floor plans. The legal description of each unit shall consist of its number as aforesaid followed by the words, "a Condominium Unit, in "Atrium at Stonybrook". Each unit shall consist of the space enclosed and bounded by the horizontal plane of the undecorated interior finished surfaces of the ceiling, floor and perimeter walls of each unit as are shown on said plans attached hereto, and shall include the exclusive right to use the limited common elements immediately adjacent to said unit.

(c) After construction, no unit may by Deed, Plat, Court Decree or otherwise be subdivided or in any other

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manner separated into tracts or parcels smaller than the whole unit as shown on the floor plans unless allowed by statute.

(d) The Club House and Pool will be constructed when Building 2 has been completed. Ownership of the Club House and Pool remains vested in the Developer and shall be designated as such on the Plans of Atrium at Stonybrook Condominiums. All purchasers of Units in this Condominium and those occupants of the Condo-Rental Units in Buildings 5, 6, 7, 8 and 9 on Tract A as shown on the plat attached shall be members of the "Club House and Pool". Developer shall execute a 30 year lease of the Club House and Pool and all facilities connected therewith to the Council of Co-Owners, and the operation and maintenance of same shall be solely within the control of the Council and the Council shall be responsible for all costs of the maintenance and operation of said Club House and Pool. Said Lease will contain rules and regulations and the fees for membership of both the Condo-Rentals and this Condominium. Developer shall, however, continue to pay all ad valorem taxes assessed against said Club House and Pool. The liability, fire and extended coverage shall be covered by the master insurance policy on the building in which the Club House is located and the Developer shall pay 1/16 of said premium. The fees owed to Developer by the Unit owners shall constitute a lien against the Club House and Pool and shall be collectible as any other lien enforceable at law. All fees owed by the occupants of the Condo-Rentals shall be collected by Developer and enforced by any legal remedy.



All purchasers of Units take subject to these provisions and by doing so agree to make payments and to include same with their monthly maintenance payments.

4. Description of Common Elements.

The general common elements shall consist of that property as set forth on plans recorded herewith, excepting the individual units and fixtures therein and excepting any portion of the property or appurtenances thereto described as limited common elements, and shall include but not be limited to the land as set forth in attached plans and designated as common area and any improvements, and fixtures attached thereto, Condominium signs with project's name, entrances and exits, foyers, stairways, vestibules, roofs, elevators, security system and garages, pipes and electrical wiring in perimeter walls, parking areas, garbage and refuse areas, public utility lines, floor and ceilings (other than the interior undecorated surfaces thereof located within the units), perimeter walls of the units (other than the interior undecorated surfaces thereof), structural parts of the building, outside walls and outside driveways, landscaping and all other portions of the property. Structural columns and load bearing walls located within the boundary of the unit shall be a part of the general common elements. Common elements shall include tangible personal property used for the maintenance and operation of the Condominium Property Regime even though owned by the Council hereinafter described. As the amendments are made pursuant herein, general common elements shall consist of additional land designated common areas as set forth on any

amended plan recorded together with any said amendment thereto. All areas designated as general and common elements are to be maintained by the Council.

5. Definition and Description of Limited Common Elements.

"Limited common elements" means and includes those common elements which are specifically reserved for the use of a certain unit or a specifically designated number of units, including but not limited to the following which are specifically reserved for a unit or a specifically designated number of units:

(a) Interior undecorated surfaces of each unit's perimeter walls, ceilings and floors.

(b) Entrances and exits to the specific units.

(c) Utility service facilities within the units.

(d) Doors, screens and window frames.

(e) Decks, terraces, carports, garage units, patios, balconies and storage areas.

(f) Heating and air conditioning units.

Decks may be enclosed but only with the written consent of the Developer or the Board.

(g) Such other limited common elements which are agreed upon by the Council, Board or Developer to be reserved for the use of a particular unit as well as any other limited common elements elsewhere designated in this Master Deed. All expenses of maintaining and repairing limited common elements shall be paid by the unit owners benefitted thereby, except that which is covered under Common Expenses.

## 6. Percentage Interest and Parking.

(a) Unless otherwise provided herein, the percentage of the undivided interest in the common elements pertaining to each unit and its owner for all purposes is as follows:

<u>BUILDING</u>	<u>UNIT</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE INTEREST</u>
10	1001	1206	4.1144
	1002	1206	4.1144
	1003	1206	4.1144
	1004	1206	4.1144
	1005	1229	4.1928
	1006	1229	4.1928
	1007	1229	4.1928
	1008	1229	4.1928
	1009	1229	4.1928
	1010	1229	4.1928
	1011	1229	4.1928
	1012	1229	4.1928
11	1101	1206	4.1144
	1102	1206	4.1144
	1103	1206	4.1144
	1104	1206	4.1144
	1105	1229	4.1928
	1106	1229	4.1928
	1107	1229	4.1928
	1108	1229	4.1928
	1109	1229	4.1928
	1110	1229	4.1928
	1111	1229	4.1928
	1112	1229	4.1928
TOTALS	24	29,312	100.0000

(b) Each unit owner shall own an undivided interest in the percentage hereinabove set forth in the common elements as a tenant in common with all the other unit owners, and, except as otherwise limited in this Master Deed, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of a unit as a residence and for such other incidental uses permitted by this Master Deed, which right shall be appurtenant to each unit.

Notwithstanding the unit owners' joint title to the common elements, no unit owner shall use any common element in any manner calculated to disturb or annoy any other owner in the peaceable possession and enjoyment of a unit.

(c) The term "unit" as used herein and throughout this Master Deed shall mean a "unit" as defined in KRS 381.810 (1), together with the percentage of undivided ownership interest in the common elements allocated to such unit as hereinabove set out. Any conveyance of an individual unit shall be deemed also to convey the undivided interest of the owner in the common elements, both general and limited, appertaining to said unit, without specifically or particularly referring to same. Such interest shall remain undivided and shall not be the object of an action for partition or division of the co-ownership.

(d) Developer and/or the Board reserves the right to assign all parking spaces.

7. Common Expenses.

"Common expenses" of the project means all charges, costs and expenses incurred by the Council, the Board, and/or the Managing Agent, for and in connection with the operation and administration of the project. Common expenses include those expenses for the building, equipment and ground maintenance and repair and all costs for utility services, insurance premiums, janitorial service, elevators, security system, garbage removal, painting of the common elements, asphalt and concrete repair and replacement, costs of project materials, supplies and equipment and tools, management, legal, accounting and engineering service

fees, repairs and replacements of common element utility lines and equipment, and repayment of any loans obtained to pay for common expenses and to establish reserves to be maintained to cover future replacement costs and contingencies.

8. Unpaid Common Expenses constitute a Lien.

All sums assessed for common expenses or maintenance fees shall constitute a lien on the units, prior to all other liens except liens for ad valorem taxes and assessments lawfully imposed by governmental authorities against such units and a lien of a first mortgage holder. Such lien may be enforced by legal action by the Council or the Board of Directors, its administrator or managing agent, acting on behalf of a Council in like manner as a mortgage or real property, provided that thirty (30) days written prior notice of intention to sue to enforce the lien shall be mailed postage prepaid to all persons having an interest in such unit as shown on the Council's record of ownership. Suit to recover a money judgment for unpaid common expenses shall be maintainable without judicial lien enforcement and without waiving the lien securing same.

Anything to the contrary contained in this Master Deed or in the bylaws of the Council notwithstanding, until the Developer's transfer of control and management, the Developer shall not be liable for the payment of any assessment, monthly or otherwise, for common expenses, or reserve or contingency accounts or other regime assessments, and the units owned by the Developer, prior to the Developer's transfer of control, shall not be subject to any lien therefor; and Developer shall not have

any liabilities of a unit owner. The Developer shall, however, until Developer's transfer of control, be responsible for the maintenance costs of the regime in accordance with Developer's own determination, incurred over and above assessments or amounts paid by unit owners for common expenses and other appropriate charges.

9. Administration of the Project.

(a) Administration of the project, including the use, maintenance, repair, replacement and restoration of the common elements and any additions and alterations to them, shall be in accordance with the provisions of the Kentucky Condominium Property Law, this Declaration, the Bylaws of the Council and all project rules and regulations adopted by the Board of Directors.

(b) Board of Administration. Administration of the project shall be conducted for the Council in accordance with the Bylaws. Said Board shall be authorized to delegate the administration of its duties and powers to a managing agent or administration employed for that purpose by the Board.

10. Purpose. All buildings and the units therein are intended for and restricted exclusively for residential purposes. Additional provisions with respect to the use and occupancy of the units and common areas and facilities are contained in paragraph 15 hereof.

11. Damage or Destruction.

The Council of Co-Owners, acting by and through its Board, shall acquire full replacement value insurance protection for the regime, including but not exclusively, casualty,

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liability and employee workmen's compensation insurance, if needed, without prejudice to the right of co-owners to insure their units on their own account and for their own benefit. The premiums on such insurance shall be considered common expenses, enforceable under lien rights, provided that, should the amount of any insurance premium be affected by a particular use of a unit or units, the owners of such units shall be required to pay any increase in premium resulting from such use.

In case of fire or other destruction or damage and the regime's insurance indemnity is not sufficient to cover the cost of reconstruction or repair, the cost (or added cost) shall be paid by the co-owners as a common expense, and the Council by a majority vote will be authorized to borrow funds therefor and to amortize the repayment of same over a period of time not exceeding the reasonable life of the reconstruction or repairs.

In the event of fire or damage, reconstruction and repairs of the buildings shall be mandatory regardless of the nature and extent of the damage. Reconstruction and repairs shall be made to follow and conform as closely as possible to the original basic architectural design of "Atrium at Stonybrook", and any mortgage existing prior to damage to the property shall attach and be continuing as a lien on the reconstructed property. All insurance proceeds resulting from said damage or destruction payable to unit owners and first mortgagees (as their interests may appear) shall be deemed assigned to the Board (representing the Council of Co-Owners), which shall immediately deposit all proceeds in a trust account with an Insured thrift institution

selected by the Board. Said trust account shall be entitled "Atrium at Stonybrook", Trust Account for Repairs and Reconstruction". The Board, with qualified supervision, shall oversee all repairs and all reconstruction. Disbursements shall be made from said trust account as repairs and reconstructions are made only with the approval of three fourths of the Board and using standard construction disbursement procedures.

12. Easements and Encroachments.

(a) Easements are hereby declared reserved and granted for utility purposes, including but not limited to the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephones wires and equipment, cable TV lines and equipments and electrical conduits and wires and equipment over, under, along and on any part of the common elements as they exist on the date of the recording hereof; and a permanent power of attorney is hereby granted to the Board to grant any such easement.

(b) In the event that, by reason of the construction, reconstruction, settlement, or shifting of a building or the design or construction, any part of any unit or any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches on any part of the common elements, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such unit and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall



a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said owner or owners. In addition to the foregoing, it is expressly understood that an easement for support is included in this section of the Master Deed.

(c) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, and other person having an interest in said land, or any part of portion thereof.

(d) The respective deeds of conveyance, or any mortgage or trust deed or other evidence of obligation shall be subject to the easements and rights described in this Master Deed, and reference to this Master Deed shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as through such easements and rights were recited fully and set forth in their entirety in such documents.

13. Sale, Leasing or Other Alienation.

(a) Any unit owner other than Developer or a mortgagee of a unit who has acquired title thereto in lieu of or through foreclosure, who wished to sell or lease the unit (or any lessee of any unit wishing to assign a lease or sublease such unit) to any person shall give to the Council of Co-Owners, hereinabove described and defined in paragraph 19, no less than fifteen (15)

days prior written notice of any such sale, lease, assignment or sublease, setting forth in detail the terms of any contemplated sale, lease, assignment or sublease, which notice shall specify the name and address of the proposed purchaser, assignee or lessee. The council shall have the first right and option to purchase or lease such unit upon the same terms, which option shall be exercisable for a period of thirty (30) days. The unit owner (or lessor) may, at the expiration of said thirty day period and at any time within thirty (30) days after the expiration of said thirty (30) day period, contract to sell or lease (or sublease or assign) such unit to the proposed purchaser, assignee or lessee named in such notice upon the terms specified therein.

(b) In the event any unit owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed, the Council shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit, which lien may be foreclosed in like manner as a lien for unpaid common expenses as provided herein.

(c) The Council shall not exercise any option hereinafter set forth to purchase or lease any unit without written consent of a majority of all unit owners. The Council through its duly authorized representatives, may bid to purchase at any auction or sale, the unit or interest therein of any unit owner, deceased or living, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of

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a majority of the unit owners, which said consent shall set forth a maximum price which the Council is authorized to bid and pay for said unit or interest therein.

(d) If the Council does not exercise any of the options contained in this paragraph 13, said options may be deemed to be released and waived and the unit or interest therein which is subject to an option set forth in this paragraph may be sold, conveyed or leased free and clear of the provisions of this paragraph.

(e) A certificate executed by a majority of the Board of Directors of the Council, stating that the provisions of this paragraph 13 as herein set forth have been met by a unit owner or duly waived by the Council, and that the rights of the Council hereunder have terminated, shall be conclusive upon the Council and the unit owners in favor of all persons who rely thereon in good faith; and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this paragraph and whose unit or interest therein has not been acquired.

(f) The terms of this paragraph 13 hereinabove contained shall not be applicable to the transfer by gift, testate or intestate succession, or operation of law, or to the sale of the interest of a co-owner of any unit to any other co-owner of the same unit, where such co-owners hold title to such unit as tenants in common or as joint tenants.

(g) Where title to any unit is held by a trust, the assignment, sale, conveyance or other transfer by a beneficiary

of such trust of his or her beneficial interest in such trust (other than as security for a bona fide indebtedness) shall be deemed an assignment, sale, conveyance, or other transfer of the unit owned by such trust.

(h) Where title to any unit is held by a corporation or a partnership, the transfer of fifty (50%) percent or more of the issued and outstanding shares of such corporation, or fifty (50%) percent or more of the interest in such partnership, shall be deemed a transfer of the unit owned by such corporation or partnership.

(i) The terms of this paragraph 13 hereinabove contained shall not be applicable to the sale, conveyance, or leasing of a unit by any mortgagee if said mortgagee shall acquire title to such unit by foreclosure of a mortgage on the property or any deed in lieu thereof.

(j) Acquisitions of units or interests therein under the provisions of this paragraph shall be made from the maintenance or common expense fund. If said fund is insufficient, the Board shall levy a special assessment against each unit owner in the ratio that his percentage of ownership in the common elements as set forth in paragraph 6 bears to the total of all such percentages applicable to units subject to said special assessment, which assessment shall become a lien upon each such unit and may be foreclosed in like manner as a mortgage.

(k) Units or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name

of the Council or such nominee or entity as it shall designate, for the use and benefit of all unit owners in the same proportion that the Council could levy a special assessment under the terms of subparagraph (j) hereof. Said units or interests therein shall be sold or leased by the Council for the benefit of the unit owners upon such price and terms as the Council shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance or common expense fund and may thereafter be disbursed at such time and in such manner as the Council shall determine.

14. Bylaws.

The bylaws for "Atrium at Stonybrook" shall be adopted and exercised initially by the Developer in order to develop same into a condominium residential project and to assure the placing of the Council on a sound basis for the protection of all owners of the condominium.

Subsequently the administration of the regime shall be governed by these bylaws, and they may be amended from time to time by amendment procedure hereinafter set forth.

The above paragraph and anything to the contrary notwithstanding, the administration and control of the regime and the property, including but not limited to the adoption and amendment of the bylaws, adoption of regime rules, assessment of common expenses and all other rights relating to the governing, managing and administration of the regime and the property and all rights and powers which would otherwise be vested in the Council or Board shall be all vested in the Developer alone until

ninety five (95%) percent of the total seventy six (76) units have been sold, transferred and recorded, or seventy two (72) months after the date of the filing of this Master Deed, whichever first occurs. Until that time, the Developer shall possess the irrevocable proxy of the unit owners, which proxy each unit owner automatically gives the Developer upon acceptance of a deed to a unit and all unit owners agreeing to such administration by the Developer in accepting unit conveyances.

15. Use and Occupancy of Units and Common Areas and Facilities.

The units and common elements shall be occupied and used as follows:

(a) No part of the property shall be used for other than residential purposes and the related common purposes for which the property has been designated and permitted.

(b) No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except as such location and in such form as shall be determined by the Developer and/or the Board.

(c) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his or her own unit, windows, and doors in good, clean order and repair.

(d) No unit owner shall permit anything to be done or kept in his or her unit, or in common elements or limited

common elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements or limited common elements.

(e) Unit owners shall not cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of the building, and no sign or signs, lettering, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, doors, windows, or roof of any part thereof, without the prior written consent of the Developer and/or Board. Venetian blinds or draperies (which are visible from the outside) shall be an "off-white" color and shall be approved by the Developer and/or the Board.

(f) No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any unit or in any part of the property, except one dog under twenty-five (25) pounds, and one (1) domestic cat, may be kept in units subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and any pet permitted under this section when outside the confines of the owner's unit must be kept on a leash and accompanied by a responsible person; and provided further that any such pet creating or causing a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board.

(g) No noxious or offensive activity shall be carried on in any unit or on the property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants, or constitute waste at common law.

(h) Nothing shall be done in any unit or in, on, or to the common elements which will impair the structural integrity of the building or which would structurally change the building, except as otherwise provided herein.

(i) No personal property or other articles shall be left out or exposed on any part of the common elements. The common elements and the limited common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) Nothing shall be altered on, constructed in, or removed from the common elements or limited common elements, except upon the written consent of the Developer and/or the Board.

(k) Locks on all entrance doors to each unit shall not be changed (or locks added to) without first obtaining permission from Developer or the Board.

(l) No trailer, boat, motorcycle, or any recreational vehicle shall be kept or parked on the premises at any time except with the express consent of the Board.

(m) Other rules and regulations may be made by the Developer and/or the Board as to the usage of the units.



16. Violation of Declaration.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained or contained in the Condominium Property Law shall give the Board the right, in addition to any other rights provided for in this Master Deed: (a) upon reasonable notice to enter upon the unit or any portion of the property upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; and the Council, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Furthermore, if any unit owner (either by his or her own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of this Master Deed or the regulations adopted by the Council and such violation shall continue for thirty (30) days after notice in writing from the Board or shall reoccur more than once thereafter, then the Council shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of the said defaulting unit owner to continue as a unit owner and to continue to occupy, use or control his or her unit; and thereupon an action in equity may be filed by the Council against the defaulting unit owner for a decree of mandatory injunction

against the unit owner or occupants, or, in the alternative, a decree declaring the termination of the defaulting unit owner's right to occupy, use or control the unit on account of the breach of covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting unit owner from reacquiring his interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter chargers, reasonable attorney fees, and all other expenses of the proceeding and sale; and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of the proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the unit and immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Master Deed and its bylaws.

17. Entry by Council.

The Council or its agents or employees may enter any unit when necessary in connection with any painting, maintenance

or reconstruction for which the Council is responsible, or which the Council has the right or duty to do. Such entry shall be at reasonable hours and with prior notice and shall be made with as little inconvenience to the unit owners as practicable, and any damage caused thereby shall be repaired by the Council at the expense of the maintenance fund. In cases of emergency entry may be made without notice.

18. Grantees.

Each grantee of Developer by the acceptance of a deed of conveyance accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Master Deed, and the provisions of the Condominium Property Law, as at any time amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in any Unit, and shall inure to the benefit of the such owner in like manner as through the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance.

19. Incorporation.

Developer has or will cause the formation of a Kentucky not-for-profit corporation know as "Atrium at Stonybrook Condominium Council of Co-Owners, Inc.", to act as the Council of Co-Owners as defined in KRS 381.810 (4 and 5) and governing body

for all unit owners in administration and operation of the property. Each unit owner or owners shall be a member of such corporation, which membership shall terminate upon the sale or other disposition of such member of his or her unit, at which time the new unit owner or owners shall automatically become a member therein.

20. Failure to Enforce.

No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

21. Notices.

Notices required or permitted to be given to the Council, the Board or any unit owner may be delivered to any officer of the Council, member of the Board or such unit owner at his or her unit, or as set forth in the Bylaws.

22. Amendments.

(a) If, during the construction period or before a total of ninety five (95%) percent of the units have been sold, conveyed and recorded, it is found that an error exists on the part of the draftsman of this instrument or on the part of the surveyor or engineer, an amendment setting forth the error and correction may be filed by the Developer without the consent of any other party thereto, and shall become a part of this Master Deed. No further change shall be made except by amendment procedures immediately following.

(b) The provisions of this Master Deed may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification signed and acknowledged by two-thirds of the Unit owners. The bylaws, unless otherwise provided, shall be amended, changed or modified only by an instrument in writing, setting forth such amendment, change or modification signed and acknowledged by owners of a majority of the percentage interest of all units.

(c) Any amendment, change or modification to this Master Deed shall conform to the provisions of the Condominium Property Law and shall be effective upon recordation thereof. Bylaws and any amendments thereto need not be recorded.

23. Severability.

The invalidity of any restriction hereby imposed, or any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Master Deed, and all of the terms hereof are hereby declared to be severable.

24. Construction.

The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a residential condominium project.

25. Consent of Lienholder.

National City Bank, holder of a mortgage on the property described herein, said mortgage being secured by a lien

BOOK 06654 0686

appearing of record in Mortgage Book 3760, Page 703, dated September 30, 1994, in the Office of the County Clerk of Jefferson County, Kentucky, joins herein only for the purpose of consenting and does hereby consent to the submission of the property to a Kentucky Condominium Property Regime and to the provisions of this Master Deed; and the Developer does hereby agree that the lien rights of National City Bank are hereby transferred to the individual units of the regime according to their established priority.

26. Mortgagee of Developer.

Any mortgagee of Developer which acquires title by foreclosure or by deed in lieu thereof shall enjoy all the rights of the Developer hereunder including, without limitation, those in paragraphs 8, 9(b), 14 and 22 and under the bylaws of the Council of Co-Owners.

IN WITNESS WHEREOF, the said Developer has caused this Master Deed to be signed by the Developer and the lienholder the date first shown above.

ATRIUM AT STONYBROOK, INC.

BY: [Signature]  
TITLE: (President)

NATIONAL CITY BANK

BY: [Signature]  
TITLE: Sr. V.P.

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me  
this 19th day of October, 1995, by Enrique Rodolfo Pantoja  
as President of ATRIUM AT STONYBROOK, INC., A  
Kentucky Corporation, on behalf of same.

My Commission Expires: August 8, 1999

Arthur W. Howard, Sr.  
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY

STATE OF KENTUCKY )  
 ) SS  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me  
this 19th day of October, 1995, by Richard D. Hawkes  
as Sr. Vice President of NATIONAL CITY BANK on behalf of  
same.

My Commission Expires: Notary Public, State At Large, KY.  
My commission expires June 1, 1997

Tammy Jones  
NOTARY PUBLIC, JEFFERSON COUNTY, KENTUCKY

This instrument prepared by:

Arthur W. Howard, Sr.  
ARTHUR W. HOWARD, SR.  
515 West Market Street  
Louisville, Kentucky 40202  
(502) 585-5137

BOOK 06654 0688

EXHIBIT "A"

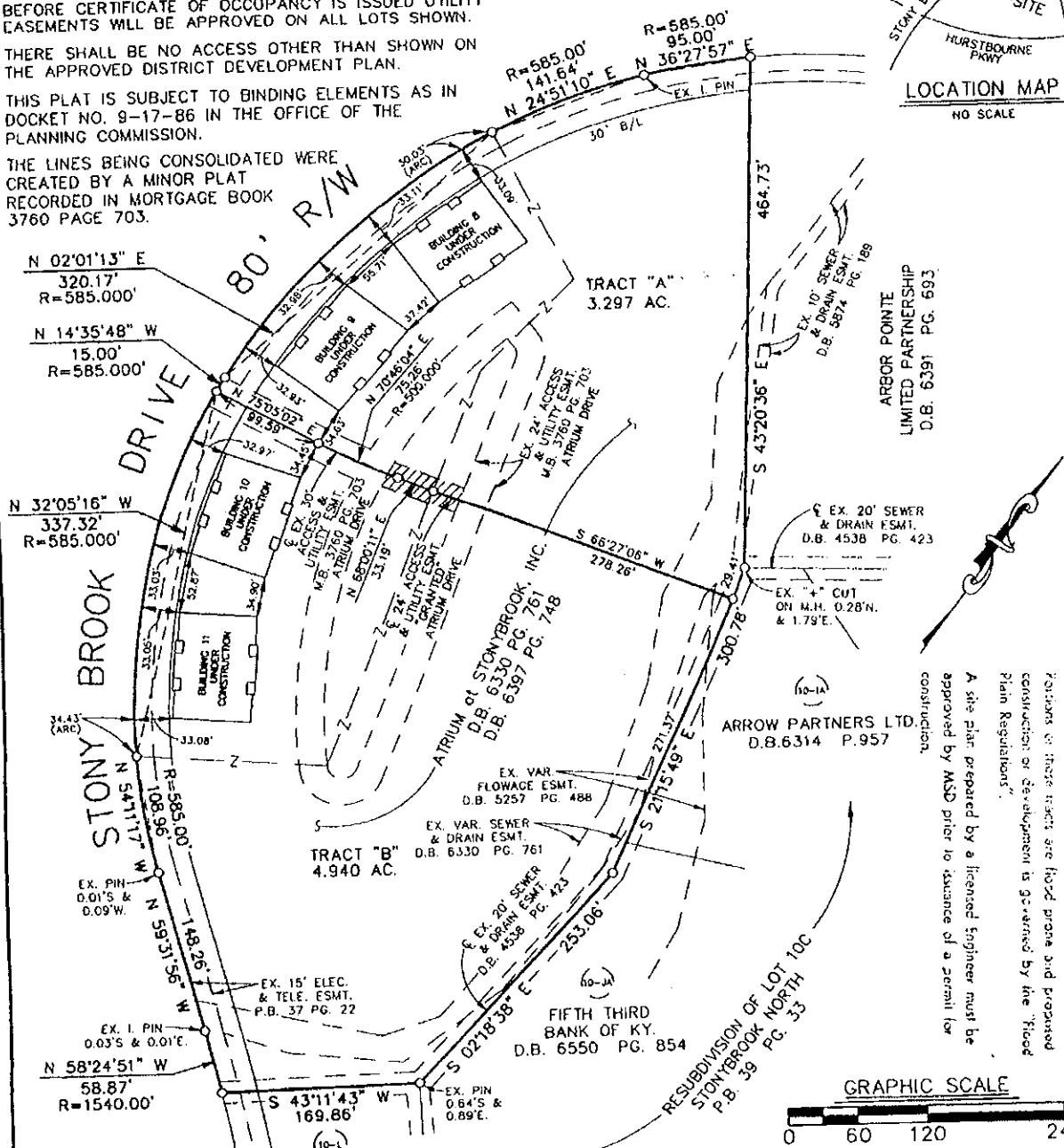
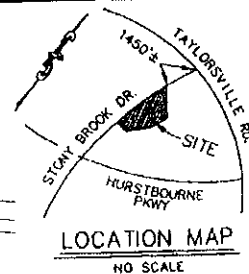
Being Tract "B" consisting of 4.940 acres and lying on the Easterly side of Stoney Brook Drive all as shown on the approved plat attached hereto and made a part hereof.



NOTES:

THIS PLAT IS SUBJECT TO EASEMENTS OF RECORD.  
 BEARING DATUM BASED ON RECORD PLAT OF STONY BROOK DRIVE P.B. 37 PG. 22.  
 BEFORE CERTIFICATE OF OCCUPANCY IS ISSUED UTILITY EASEMENTS WILL BE APPROVED ON ALL LOTS SHOWN.  
 THERE SHALL BE NO ACCESS OTHER THAN SHOWN ON THE APPROVED DISTRICT DEVELOPMENT PLAN.  
 THIS PLAT IS SUBJECT TO BINDING ELEMENTS AS IN DOCKET NO. 9-17-86 IN THE OFFICE OF THE PLANNING COMMISSION.  
 THE LINES BEING CONSOLIDATED WERE CREATED BY A MINOR PLAT RECORDED IN MORTGAGE BOOK 3760 PAGE 703.

○ DENOTES IRON PIN SET (UNLESS OTHERWISE NOTED)



Portions of these tracts are held, platted and prepared construction or development is governed by the "Flood Plain Regulations".  
 A site plan prepared by a licensed engineer must be approved by MSD prior to issuance of a permit for construction.

STATE OF KENTUCKY  
 STEVEN L. BURCH  
 3022  
 REGISTERED  
 LAND SURVEYOR

*Steven L. Burch*  
 Land Surveyor License No. 3022 Date *10/3/95*

I hereby certify that the survey for this plat was made under my supervision and that the angular and linear measurements shown thereon are correct to the best of my knowledge and belief. This survey and plat meets or exceeds the minimum standards of governing authorities.

SABAK, WILSON & LINGO INC.  
 Engineers, Landscape Architects & Planners  
 315 West Market Street  
 Louisville, Kentucky 40202

Approved this 12<sup>th</sup> day of Oct, 1995.  
 LOUISVILLE AND JEFFERSON COUNTY  
 PLANNING COMMISSION

*Matthew W. Meunier*

DOCKET NO. 271-95  
 MINOR SUBDIVISION PLAT  
 FOR: ATRIUM at STONYBROOK, INC.  
 173 SEARS AVE., D.B. 6330  
 PG. 761, D.B. 6397 PG. 748  
 TAX BLOCK 38X LOTS 791, 792 & 793

LOCATION: STONYBROOK DRIVE  
 JEFFERSON COUNTY, KY  
 DATE: 9-11-95 SCALE: 1"=120'  
 DWG. NAME: 1677MP02 JOB NO.: 1677-2MP

BOOK 06654 0690

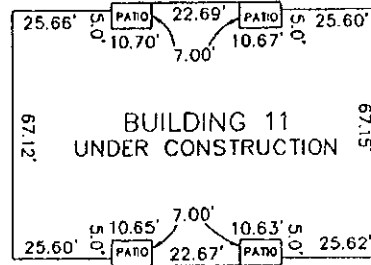
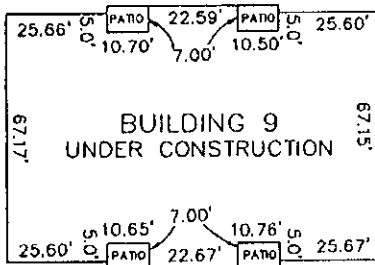
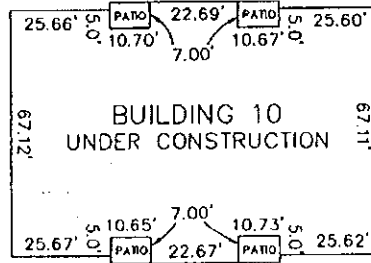
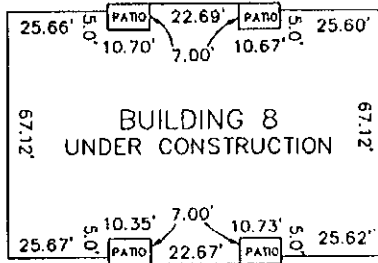
METROPOLITAN SEWER DISTRICT REVIEW

This plat has been reviewed for storm drainage and sanitary sewer related considerations and Metropolitan Sewer District has no objection to this plat. However, this review does not constitute any form of construction approval for work on this site.

<u>RRB SDB / 113</u>	<u>10/04/95</u>
Storm Drainage Review	Date
<u>MSO San. Sew Avail. 628/19</u>	-
Sanitary Sewer Review	Date

PLAT APPROVAL	
No proposed lot lines as submitted. Must comply with Jefferson County Ordinance 283 subject to construction review and approval.	
DATE:	<u>10-3-95</u>
BY:	<u>[Signature]</u>
FIRE DISTRICT:	<u>McMurry</u>
COMMENTS:	

MINOR PLAT  
APPROVAL  
JEFFERSON COUNTY  
DEPT. OF PUBLIC WORKS  
BY: RRB  
DATE: 10/4/95



DETAILS OF EX. BUILDINGS



I hereby certify that the survey for this plat was made under my supervision and that the angular and linear measurements shown thereon are correct to the best of my knowledge and belief. This survey and plat meets or exceeds the minimum standards of governing authorities.

*Steven L. Burch*  
 Land Surveyor License No. 3022      Date 10/3/95

SABAK, WILSON & LINGO INC.  
 Engineers, Landscape Architects & Planners  
 315 West Market Street  
 Louisville, Kentucky 40202

Approved this 12<sup>th</sup> day of Oct, 1995.

LOUISVILLE AND JEFFERSON COUNTY  
 PLANNING COMMISSION

*Matthew W. Neumes*

DOCKET NO. 271-95

MINOR SUBDIVISION PLAT  
 FOR: ATRIUM of STONYBROOK, INC.  
 173 SEARS AVE., D.B. 6330  
 PG. 761, D.B. 6397 PG. 748  
 TAX BLOCK 38X LOTS 791, 792 & 793

LOCATION: STONYBROOK DRIVE  
 JEFFERSON COUNTY, KY.

DATE: 9-11-95      SCALE: 1"=120'  
 DWG. NAME: 1677MP02      JOB NO.: 1677-2MP

METROPOLITAN SEWER DISTRICT REVIEW

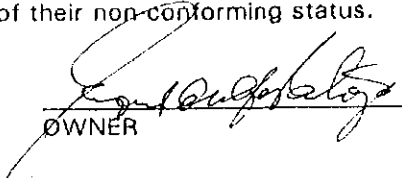
This plat has been reviewed for storm drainage and sanitary sewer related considerations and Metropolitan Sewer District has no objection to this plat. However, this review does not constitute any form of construction approval for work on this site.

<u>Mark A. Sibley</u>	<u>10/04/95</u>
Storm Drainage Review	Date
<u>MSD SUMMER AVE. 68910</u>	
Sanitary Sewer Review	Date

PLAT APPROVAL	
No present objections as submitted. Plat complies with Jefferson County Ordinance 20 as it relates to construction review and approval.	
DATE:	<u>10-15-95</u>
BY:	<u>[Signature]</u>
FIRE DISTRICT:	<u>WCHOW</u>
COMMENTS:	

MINOR PLAT  
 APPROVAL  
 JEFFERSON COUNTY  
 DEPT. OF PUBLIC WORKS  
 BY: RRB  
 DATE: 10/4/95

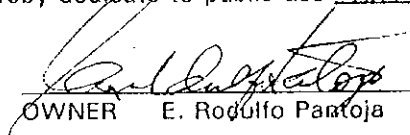
I hereby certify all of the lots of this minor subdivision and any existing buildings and improvements thereon and/or any buildings and improvements included in a building permit either applied for or approved thereon, are in compliance with all of the provisions of the Zoning District Regulations. Any such lots or improvements not in compliance with the Zoning District Regulations have been granted all necessary variances by the Board of Zoning Adjustment as described in Docket N/A or documentation of the existence of the buildings or improvements prior to the adoption of the Zoning District Regulations has been accepted by the Planning Commission staff as valid evidence of their non-conforming status.

  
OWNER

This is to certify that the undersigned is the owner of the land shown on this plat and hereby acknowledges the same to be the plat of

Atrium at StonyBrook, Inc. D.B. 6330, P. 761 and D.B. 6397, P. 748

and does hereby dedicate to public use N/A shown thereon.

  
OWNER E. Rodolfo Pantoja

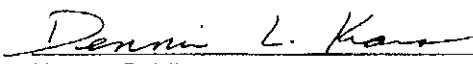
Atrium at StonyBrook, Inc.  
173 Sears Avenue, Suite 274  
ADDRESS

President  
TITLE

State of Kentucky )  
                          )SS  
County of Jefferson )

I, DENNIS L. KRAUS, a notary public in and for the County aforesaid, do certify that the foregoing plat of Atrium at StonyBrook, Inc. D.B. 6330, P. 761 and D.B. 6397, P. 748 was this day presented to me by E. Rodolfo Pantoja, President, known to me, who executed the Certificate in my presence and acknowledged it to be HIS free act and deed.

Witness my hand and seal this 3 day of OCT., 1995  
My commission expires on the 14 day of JUNE, 1998.

  
Notary Public

Sabak, Wilson & Lingo, Inc.  
Engineers, Landscape Architects  
& Planners  
315 West Market Street  
Louisville, Kentucky 40202

MINOR SUBDIVISION PLAT  
FOR: Atrium at StonyBrook, Inc.  
173 Sears Avenue  
D.B. 6330, P. 761 and  
D.B. 6397, P. 748  
LOCATION: StonyBrook Drive  
Jefferson County, Ky.  
DATE: 10-3-95 JOB NO.: 1677

271-95

DEDICATION OF ACCESS AND UTILITY EASEMENTS

THIS INSTRUMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, by the undersigned Owners, Atrium at StonyBrook, Inc. per Deed Book 6330, Page 761 & Deed Book 6397, Page 748 confers the rights and obligations regarding certain real property as follows:

This is to certify that the undersigned GRANTOR is the owner of the land shown on the plat attached hereto and made a part hereof and that a perpetual easement for roadway, courts, drives, public utilities, including, but not necessarily limited to, water, electric, gas, telephone, cable, sewer and drains are hereby dedicated and reserved on, over and under the strips of land and spaces so designated on the attached plat as "Access and Utility Easements," together with the right of ingress and egress over GRANTOR'S property to and from the easements for construction, operation, maintenance, and reconstruction of the aforesaid public utilities, sewers and drains.

No permanent structure of any kind shall be placed on, over or under the land within the perpetual easements. The perpetual easements shall run with the land and shall be for the benefit and use of the GRANTOR'S property and all lands abutting the aforesaid easements.

Access easements, to the extent they are not occupied by a public utility, shall be maintained by the GRANTOR, his heirs, executors, administrators, assigns or the owners of the underlying fee simple title until said easements are accepted for maintenance by the public utilities.

10/3/95  
Date  
[Signature]  
Owner  
CONDOMINIUM OR APT. OWNERSHIP  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
FILE NO. \_\_\_\_\_

Document No: 1995128878 128878  
Lodged By: howard  
Recorded On: Oct 19, 1995 12:37:54 P.M.  
Total Fees: \$142.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: STACIE  
STATE OF KENTUCKY )  
                                    ) ISS )  
                                    )     ) APT. OWNERSHIP  
COUNTY OF JEFFERSON )     ) 53 PAGE 15-18  
                                    )     ) NO. 283

The foregoing Dedication of Access and Utility Easements was signed and acknowledged before me by E. Rodulfo Pantoja, President GRANTOR, this 3 day of OCT. 1995.

[Signature]  
NOTARY PUBLIC, KENTUCKY STATE-AT-LARGE  
My Commission expires: JUNE 14, 1998

Sabak, Wilson & Lingo, Inc.  
Engineers, Landscape Architects & Planners  
315 West Market Street  
Louisville, Kentucky 40202  
ACCESS AND UTILITY EASEMENT  
FOR: Atrium at StonyBrook, Inc.  
173 Sears Avenue D.B. 6330 P. 761 and  
D.B. 6397 P. 748  
LOCATION: Stony Brook Drive  
Jefferson County, Kentucky  
DATE: 10-03-95 JOB NO: 1677

BOOK 06922 0207

**AMENDMENT TO THE DECLARATION OR  
MASTER DEED FOR THE EXPANDABLE CONDOMINIUM  
KNOWN AS "ATRIUM AT STONYBROOK"**

This Amendment made and entered into by Atrium at Stonybrook, Inc., a Kentucky Corporation, hereinafter referred to as "Developer".

**W I T N E S S E T H:**

**WHEREAS**, by a Condominium Declaration or Master Deed dated the 19th day of October, 1995, and appearing of record in Deed Book 6654, Page 657, in the Office of the Clerk of Jefferson County, Kentucky, the Developer subjected and submitted certain real property to the condominium property law, and as amended; and

**WHEREAS**, under the said Master Deed the right was specifically reserved unto the Developer to create, add and subject other buildings to the property within the "Reserved Areas" and to add additional or new units to said condominiums; and,

**WHEREAS**, the Developer is the owner and wishes to add to the condominium area the following described property which is presently a part of the Reserved Area referred to in said Master Deed:

BEING Units, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215 and 216, Building 2, all as shown on plans which are recorded simultaneously herewith. (Unit #201 shall be used for "Clubhouse" purposes only.)

**WHEREAS**, the additional property is now improved with those units referred to above in Building 2, and thereby having a total overall combined units at this time of forty (40).

**NOW, THEREFORE**, the Developer for the purposes hereinabove set forth and pursuant to the provisions set forth in the Master Deed for "Atrium at Stonybrook" recorded as above and in accordance with and by means of powers therein reserved and conferred on it, does hereby amend the Master Deed by:

1. Further declaring that the additional property is hereby annexed from the remaining "Reserve Area" and that said additional property is hereby subjected to the provisions of the Act and as an integral part of the Condominium created by the Master Deed and that said additional property is to be in all respects governed by the terms and provisions of same.

2. Amending the legal descriptions of the units which are set forth in the Master Deed by adding the following units:

BUILDING	UNIT NUMBERS
2	201
	202
	203
	204
	205
	206
	207
	208
	209
	210
	211
	212
	213
	214
	215
	216

In addition Garage Units G19, G20, G21, G22, G23, G24, G25, G26, G27, G28, G29, G30, G31, G32, G33, G34, G35, G36, G37, G38, G39, G40, G41, G42, G43, G44, G45, G46, G47, G48, G49, G50, G51, G52, G53, G54, G55 and G56 are created as shown by the original plans and upon the plans filed simultaneously herewith.

The building known as Building 2 and the units referred to immediately above are shown on the survey of the additional property by Sabak, Wilson & Lingo, Inc., dated the 5th day of August, 1997, and recorded simultaneously with this Amended Expanded Declaration.



3. Amending the schedule of percentages of ownership interest in the common elements and the square footage appurtenant to each unit set forth in the Master Deed and to reallocate said percentages and to read as follows:

**SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

The attached schedule of percentages in the common elements are calculated as set forth in the Master Deed, and this allocation is accomplished as follows:

(a) The Developer, to the extent necessary, hereby exercising all of the rights conferred upon it by the Declaration or Master Deed and all powers of attorney granted to it by all unit owners of the existing units, thereby divesting them of that portion of their units' share in the existing common elements which must be allocated to the new units to obtain the percentage interest in the aggregated common elements in each unit shown in the attached schedule.

(b) The Developer, to the extent necessary, hereby exercises all powers of attorney granted to it and powers of appointment reserved by it and hereby grants and conveys and sets over to each owner of existing units that share in the new common elements which is necessary to obtain for each existing unit its share in the aggregated common elements as shown in the aforesaid schedule.

(c) In other means supportable in law or in equity on the basis of the Master Deed, the Deeds to each purchaser, and this amended Declaration.

(d) The meaning of all of the terms referred to herein are as described in the Master Deed or Declaration.

Except as set forth herein, the Declaration or Master Deed for "Atrium at Stonybrook" shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the duly authorized officer of Atrium at Stonybrook, Inc., A Kentucky Corporation, this 11<sup>th</sup> day of August, 1997.

ATRIUM AT STONYBROOK, INC.  
A Kentucky Corporation

BY: [Signature]  
Title

STATE OF KENTUCKY            )  
  ) SCT.  
COUNTY OF JEFFERSON        )

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing was produced to me in said State and County and was acknowledged and delivered before me by Enrique Rodolfo Portojia as (President) of Atrium at Stonybrook, Inc., a Kentucky Corporation, on behalf of same, this 11th day of August, 1997.

[Signature]  
Notary Public, Jefferson County, Kentucky  
My commission expires: August 8, 1999.

This Instrument Prepared by:

[Signature]  
Arthur W. Howard, Sr., Attorney  
515 West Market Street  
Louisville, Kentucky 40202  
(502) 585-5137

CONDOMINIUM  
OR  
APT. OWNERSHIP  
BOOK 101 PAGE 3637  
FILE NO. 922

Document No: 1997110093  
Lodged By: ATRIUM  
Recorded On: Aug 11, 1997 01:51:51 P.M.  
Total Fees: \$44.00  
County Clerk: Rebecca Jackson  
Deputy Clerk: CHERYL

## EXHIBIT "A"

BUILDING NO.	UNIT NO.	SQUARE FEET	\$
2	201 - Clubhouse	1282	2.5511
2	202	1293	2.5730
2	203	1293	2.5730
2	204	1282	2.5511
2	205	1299	2.5850
2	206	1299	2.5850
2	207	1303	2.5929
2	208	1303	2.5929
2	209	1322	2.6307
2	210	1322	2.6307
2	211	1327	2.6407
2	212	1327	2.6407
2	213	1322	2.6307
2	214	1322	2.6307
2	215	1322	2.6307
2	216	1322	2.6307
10	1001	1206	2.3999
10	1002	1206	2.3999
10	1003	1206	2.3999
10	1004	1206	2.3999
10	1005	1229	2.4457
10	1006	1229	2.4457
10	1007	1229	2.4457
10	1008	1229	2.4457
10	1009	1229	2.4457
10	1010	1229	2.4457
10	1011	1229	2.4457
10	1012	1229	2.4457
11	1101	1206	2.3999
11	1102	1206	2.3999
11	1103	1206	2.3999
11	1104	1206	2.3999
11	1105	1229	2.4457
11	1106	1229	2.4457
11	1107	1229	2.4457
11	1108	1229	2.4457
11	1109	1229	2.4457
11	1110	1229	2.4457
11	1111	1229	2.4457
11	1112	1229	2.4457
<b>TOTALS</b>	<b>40</b>	<b>50,252</b>	<b>100.0000</b>

(5)

END OF DOCUMENT

P

BOOK 7089 PAGE 0102

**AMENDMENT TO THE DECLARATION OR  
MASTER DEED FOR THE EXPANDABLE CONDOMINIUM  
KNOWN AS "ATRIUM AT STONYBROOK"**

This Amendment made and entered into by Atrium at Stonybrook, Inc., a Kentucky Corporation, hereinafter referred to as "Developer".

**W I T N E S S E T H:**

**WHEREAS**, by a Condominium Declaration or Master Deed dated the 19th day of October, 1995, and appearing of record in Deed Book 6654, Page 657, in the Office of the Clerk of Jefferson County, Kentucky, the Developer subjected and submitted certain real property to the condominium property law, and as amended, and further the Developer, exercising its rights under said Master Deed to expand the condominium, did add additional units by an Amendment of record in Deed Book 6922, Page 207, in the Office of the Clerk aforesaid, and which units appear in Condominium or Apartment Ownership Book 61, Pages 36 and 37, File No. 922, in said Clerk's Office; and

**WHEREAS**, it has come to the attention of the Developer that by way of an error or inadvertence, the Unit designated for Clubhouse purposes as Unit #201 should have been and is in fact Unit #202; and

**WHEREAS**, in order to correct said error Unit #201 is a residential unit in the "Atrium at Stonybrook", and henceforth Unit #202 shall be designated as the "Clubhouse", and Unit #202 shall have the square footage and percentage interest as shown on Exhibit "A" attached to the Amendment referred to above.

Also, to correct an error in the Master Deed which appears on Page 8 thereof, the reference that is made to the fees owed to Developer by the unit owners shall constitute a lien against the "Clubhouse" and pool and shall be collectable as any other lien enforceable at law. To correct said error, said sentence shall read as follows:

BOOK 7089 PAGE 0103

"The fees owed to the Developer by the unit owners shall constitute a lien against the units themselves and shall be collectable as any other lien enforceable at law."

The foregoing is made pursuant to the Amendment procedure as set forth on Paragraph 22 (a) on Page 28 of the Master Deed referred to herein.

IN TESTIMONY WHEREOF, witness the signature of the duly authorized officer of Atrium at Stonybrook, Inc., A Kentucky Corporation, this 12 day of Aug, 1998.

ATRIUM AT STONYBROOK, INC.  
A Kentucky Corporation

BY: [Signature]  
President

STATE OF KENTUCKY        )  
                                  ) SCT.  
COUNTY OF JEFFERSON    )

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing was produced to me in said State and County on the 12 day of Aug, 1998, and was acknowledged and delivered before me by E. Rodolfo Proenza as President of Atrium at Stonybrook, Inc., a Kentucky Corporation, on behalf of same.

[Signature]  
Notary Public, Jefferson County, Kentucky  
My commission expires: 2/29/2000

This Instrument Prepared by:

[Signature]  
for Arthur W. Howard, Sr., Attorney  
515 West Market Street  
Louisville, Kentucky 40202  
(502) 585-5137

N 98-232

Document No.: DN1998127489  
Lodged By: MUTT  
Recorded On: 08/13/1998 02:36:22  
Total Fees: 12.00  
Transfer Tax: .00  
County Clerk: Rebecca Jackson  
Deputy Clerk: TERHIG

END OF DOCUMENT

D

0807406PG0605

**AMENDMENT TO THE DECLARATION OR  
MASTER DEED FOR THE EXPANDABLE CONDOMINIUM  
KNOWN AS "ATRIUM AT STONYBROOK"**

This Amendment made and entered into by **Atrium at Stonybrook, Inc.**, a Kentucky Corporation, hereinafter referred to as "Developer".

**W I T N E S S E T H:**

**WHEREAS**, by a Condominium Declaration or Master Deed dated the 19th day of October, 1995, and appearing of record in Deed Book 6654, Page 657, in the Office of the Clerk of Jefferson County, Kentucky, the Developer subjected and submitted certain real property to the condominium property law, and as amended; and

**WHEREAS**, under the said Master Deed the right was specifically reserved unto the Developer to create, add and subject other buildings to the property within the "Reserved Areas" and to add additional or new units to said condominiums; and,

**WHEREAS**, the Developer is the owner and wishes to add to the condominium area the following described property which is presently a part of the Reserved Area referred to in said Master Deed:

BEING Units, 101, 102, 103, 104, 201, 202, 203, 204, 301, 302, 303, 304, in Building 3, and Units 101, 102, 103, 104, 201, 202, 203, 204, 301, 302, 303, and 304, and Building 4, all as shown on plans which are recorded simultaneously herewith.

**WHEREAS**, the additional property is now improved with those units referred to above in Buildings 3 and 4, and thereby having a total overall combined units at this time of sixty four (64).

**NOW, THEREFORE**, the Developer for the purposes hereinabove set forth and pursuant to the provisions set forth in the Master Deed for "**Atrium at Stonybrook**" recorded as above and in accordance with and by means of powers therein reserved and conferred on it, does hereby amend the Master Deed by:

1. Further declaring that the additional property is hereby annexed from the remaining "Reserve Area" and that said additional property is hereby subjected to the provisions of the Act and as an integral part of the Condominium created by the Master Deed and that said additional property is to be in all respects governed by the terms and provisions of same.

2. Amending the legal descriptions of the units which are set forth in the Master Deed by adding the following units:

BUILDING	UNIT NUMBERS
3	101
	102
	103
	104
	201
	202
	203
	204
	301
	302
	303
	304
4	101
	102
	103
	104
	201
	202
	203
	204
	301
	302
	303
	304

The buildings known as Buildings 3 and 4, and the units referred to immediately above are shown on the survey of the additional property by Sabak, Wilson & Lingo, Inc., dated the

25th day of February, 2000, and recorded simultaneously with this Amended Expanded Declaration.

3. Amending the schedule of percentages of ownership interest in the common elements and the square footage appurtenant to each unit set forth in the Master Deed and to reallocate said percentages and to read as follows:

**SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

The attached schedule of percentages in the common elements are calculated as set forth in the Master Deed, and this allocation is accomplished as follows:

(a) The Developer, to the extent necessary, hereby exercising all of the rights conferred upon it by the Declaration or Master Deed and all powers of attorney granted to it by all unit owners of the existing units, thereby divesting them of that portion of their units' share in the existing common elements which must be allocated to the new units to obtain the percentage interest in the aggregated common elements in each unit shown in the attached schedule.

(b) The Developer, to the extent necessary, hereby exercises all powers of attorney granted to it and powers of appointment reserved by it and hereby grants and conveys and sets over to each owner of existing units that share in the new common elements which is necessary to obtain for each existing unit its share in the aggregated common elements as shown in the aforesaid schedule.

(c) In other means supportable in law or in equity on the basis of the Master Deed, the Deeds to each purchaser, and this amended Declaration.

(d) The meaning of all of the terms referred to herein are as described in the Master Deed or Declaration.



Except as set forth herein, the Declaration or Master Deed for "Atrium at Stonybrook" shall remain in full force and effect.

IN TESTIMONY WHEREOF, witness the signature of the duly authorized officer of Atrium at Stonybrook, Inc., A Kentucky Corporation, this 28th day of February, 2000.

ATRIUM AT STONYBROOK, INC.  
A Kentucky Corporation

BY: [Signature]  
President Title

STATE OF KENTUCKY )  
COUNTY OF JEFFERSON ) SCT.

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing was produced to me in said State and County and was acknowledged and delivered before me this 28th day of February, 2000, by Enrique Rodulfo as President of Atrium at Stonybrook, Inc., a Kentucky Corporation, on behalf of same.

[Signature]  
Notary Public, Jefferson County, Kentucky  
My commission expires: 8/31/02

This Instrument Prepared by:

[Signature]  
Arthur W. Howard, Sr., Attorney  
515 West Market Street  
Louisville, Kentucky 40202  
(502) 585-5137

EXHIBIT "A"



**SABAK, WILSON & LINGO, INC.**

ENGINEERS, LANDSCAPE ARCHITECTS, PLANNERS

325 WEST MARKET STREET - LOUISVILLE, KENTUCKY 40202  
 PHONE: 502-584-6271 - FAX 502-584-6292

**ATRIUM  
 AT STONY BROOK CONDOMINIUMS  
 February 25, 2000**

BUILDING NO.	UNIT NO.	SQUARE FEET	%
2	201	1282	1.5489
2	202	1293	1.5622
2	203	1293	1.5622
2	204	1282	1.5489
2	205	1299	1.5694
2	206	1299	1.5694
2	207	1303	1.5742
2	208	1303	1.5742
2	209	1322	1.5972
2	210	1322	1.5972
2	211	1327	1.6032
2	212	1327	1.6032
2	213	1322	1.5972
2	214	1322	1.5972
2	215	1322	1.5972
2	216	1322	1.5972
3	101	1418	1.7132
3	102	1294	1.5634
3	103	1401	1.6927
3	104	1294	1.5634
3	201	1422	1.7180
3	202	1299	1.5694
3	203	1401	1.6927
3	204	1299	1.5694
3	301	1421	1.7168
3	302	1295	1.5646
3	303	1403	1.6951
3	304	1295	1.5646
4	101	1425	1.7216
4	102	1301	1.5718
4	103	1410	1.7035
4	104	1299	1.5694
4	201	1419	1.7144
4	202	1294	1.5634
4	203	1409	1.7023
4	204	1298	1.5682
4	301	1424	1.7204
4	302	1295	1.5646
4	303	1403	1.6951
4	304	1299	1.5694
10	1001	1206	1.4571

10	1002	1206	1.4571
10	1003	1206	1.4571
10	1004	1206	1.4571
10	1005	1229	1.4848
10	1006	1229	1.4848
10	1007	1229	1.4848
10	1008	1229	1.4848
10	1009	1229	1.4848
10	1010	1229	1.4848
10	1011	1229	1.4848
10	1012	1229	1.4848
11	1101	1206	1.4571
11	1102	1206	1.4571
11	1103	1206	1.4571
11	1104	1206	1.4571
11	1105	1229	1.4848
11	1106	1229	1.4848
11	1107	1229	1.4848
11	1108	1229	1.4848
11	1109	1229	1.4848
11	1110	1229	1.4848
11	1111	1229	1.4848
11	1112	1229	1.4848
<hr/>			
TOTALS	64	82,770	100.0000

Current percentages shown are subject to change with additional units added.

CONDOMINIUM  
OR  
APT. OWNERSHIP  
BOOK 176 PAGE 14-16  
FILE NO. 1212

END OF DOCUMENT

Document No.: DN2000024939  
Lodged By: equity title  
Recorded On: 02/28/2000 11:45:12  
Total Fees: 18.00  
Transfer Tax: .00  
County Clerk: Bobbie Holsclaw-JEFF CO KY  
Deputy Clerk: DIARDB

**Amendment to Master Deed  
for  
Atrium At Stonybrook Condominiums**

**THIS AMENDMENT** is made and adopted by the Atrium At Stonybrook Council of Co-Owners, Inc., a Kentucky non-profit, non-stock corporation, (the "Council") on the date and year hereinbelow set forth and amends that certain Master Deed dated October 19, 1995 and recorded in Deed Book 6654, Page 657, in the office of the County Clerk of Jefferson County, Kentucky, (the "Master Deed").

**WITNESSETH:**

**WHEREAS**, the Council desires to amend the Master Deed so as to prohibit the leasing of Units as set forth herein; and,

**WHEREAS**, notice of this amendment was duly given pursuant to the terms of the Master Deed and the By-Laws of the Council; and,

**WHEREAS**, at a duly called meeting of the Council a vote of two-thirds of the Unit owners having voted in favor of this amendment.

**NOW, THEREFORE**, the Master Deed is amended as follows and no further:

Section 13 is hereby amended to include the following new paragraph:

Notwithstanding the foregoing and any provision of the Master Deed or Bylaws to the contrary, from and after January 31, 2003, no Unit shall be leased or rented and no Unit shall be occupied by a tenant or other person who pays rent to the Unit owner, unless the Unit owner held legal title to the Unit prior to January 31, 2003 and the Unit was used for rental purposes prior to January 31, 2003.

All other paragraphs, terms, and conditions of the Master Deed remain unchanged and are restated and incorporated herein by reference as if set out fully.

**IN TESTIMONY WHEREOF**, the undersigned, being the President of the Council, hereby acknowledges that this Amendment was adopted at a meeting of the Council held on ~~January~~ <sup>July 2</sup>, 2003; that the total number of Unit owners voting in favor of this Amendment was two-thirds or more of the total Unit owners; and that the Amendment set forth hereinabove is a true and

accurate recital of the Amendment adopted.

Atrium at Stonybrook Council of Co-Owners, Inc.

by: Norma J. Walsh  
its: President

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

Acknowledged before me by Norma J. Walsh as President of the Atrium at Stonybrook Council of Co-Owners, Inc. on behalf of the council, this 14th day of January 2003.

Notary Public, State at Large, KY

My Commission expires: My commission expires April 29, 2004

Arleen Ford  
NOTARY PUBLIC  
KENTUCKY, STATE AT LARGE

THIS INSTRUMENT PREPARED BY:

MORGAN & POTTINGER, P.S.C.

BY: [Signature]  
MARK J. SANDLIN  
601 West Main Street  
Louisville, Kentucky 40202  
(502) 589-2780

115959MJS\atrium at stonybrook

Document No.: DN2003184503  
Lodged By: MORGAN & POTTINGER  
Recorded On: 08/19/2003 10:38:00  
Total Fees: 12.00  
Transfer Tax: .00  
County Clerk: BOBBIE HOLSCLOW-JEFF CD KY  
Deputy Clerk: KELMAL

END OF DOCUMENT

**FIFTH AMENDMENT TO MASTER DEED  
FOR  
ATRIUM AT STONYBROOK CONDOMINIUMS**

**THIS AMENDMENT** is made and adopted by the Atrium At Stonybrook Council of Co-Owners, Inc., a Kentucky non-profit, non-stock corporation, (the "Council") on the date and year hereinbelow set forth and amends that certain Master Deed dated October 19, 1995 and recorded in Deed Book 6654, Page 657, in the office of the County Clerk of Jefferson County, Kentucky, (the "Master Deed").

**WITNESSETH:**

**WHEREAS**, the Council desires to amend the Master Deed so as to prohibit the leasing of Units as set forth herein; and,

**WHEREAS**, notice of this amendment was duly given pursuant to the terms of the Master Deed and the By-Laws of the Council; and,

**WHEREAS**, two-thirds of the Unit owners having voted in favor of this amendment as shown by their signatures attached hereto.

**NOW, THEREFORE**, the Master Deed is amended as follows and no further:

Section 13 is hereby amended to include the following new paragraph:

Notwithstanding the foregoing and any provision of the Master Deed or Bylaws to the contrary, from and after December 1, 2003, no Unit shall be leased or rented and no Unit shall be occupied by a tenant or other person who pays rent to the Unit owner, unless the Unit owner held legal title to the Unit prior to December 1, 2003 and the Unit was used for rental purposes prior to December 1, 2003.

All other paragraphs, terms, and conditions of the Master Deed remain unchanged and are restated and incorporated herein by reference as if set out fully.

**IN TESTIMONY WHEREOF**, the undersigned, being the President of the Council, hereby acknowledges that this Amendment was adopted by two-thirds or more of the unit owners and that the amendment set forth above is a true and accurate recital of the amendment adopted.

08 08298PG0487

ATRIUM AT STONYBROOK  
COUNCIL OF CO-OWNERS, INC.

BY: *Norma J. Walsh*  
NORMA J. WALSH, PRESIDENT

COMMONWEALTH OF KENTUCKY  
COUNTY OF JEFFERSON

Acknowledged before me by Norma J. Walsh as President of the Atrium at  
Stonybrook Council of Co-Owners, Inc. on behalf of the council, this 29 day of October,  
2003.

My Commission expires: Notary Public, State at Large, KY  
My commission expires April 29, 2004

*Allen Good*  
NOTARY PUBLIC  
KENTUCKY, STATE AT LARGE

THIS INSTRUMENT PREPARED BY:  
MORGAN & POTTINGER, P.S.C.

BY: *[Signature]*

MARK J. SANDLEN  
601 West Main Street  
Louisville, Kentucky 40202  
(502) 589-2780

July 2, 2003

We the undersigned approve the attached amendment to the Master Deed and the Bylaws so as to prohibit the leasing of Units at the Atrium of Stonybrook Condominium Association, Inc.

NAME	UNIT
<i>Martha Chan</i>	8509 # 2404
<i>Jenny Seymour</i>	8507 # 204
<i>Louise Briel</i>	859 # 101
<i>Barbara Mattingly</i>	8507 - # 101
<i>Beik Chellman</i>	8509 - # 304
<i>Jilliam Heggerson</i>	8509 - # 201
<i>Christina</i>	8507 - # 302

1



9

July 2, 2003

We the undersigned approve the attached amendment to the Master Deed and the Bylaws so as to prohibit the leasing of Units at the Atrium of Stonybrook Condominium Association, Inc.

NAME	UNIT
Wilma P. Valentine	303 (8509)
Janet Henderson	1007 (8506)
Doris Cook	1008 (8506)
Carole Hayden	301 (8507)
Edward B. Fuel	102 (8509)
Henry J. Heit	1105 (8508)
Simmons S. Owens	104 (8507)
James J. Henry	001 (8509)
Daphne E. Robinson	1101 (8508)

Q

July 2, 2003

We the undersigned approve the attached amendment to the Master Deed and the Bylaws so as to prohibit the leasing of Units at the Atrium of Stonybrook Condominium Association, Inc.

NAME	UNIT	UNIT 203
Charlotte Blana June Nowicki	8505 1012	8506
Melanie R. Hosh	1102	8508
Paula O'Neil	304	8507
Jackie Talley	1003	8506
Norma Walsh	1104	8508
Jerry Whitehead	201	8505
Jeanette R. Meyer	202	8505
J. C. Curry	204	8509
Patsy Sporniege	201	8507
Billy Steiner	304	8505

11

Document No.: DN2003263034  
 Lodged By: morgan & pottinger  
 Recorded On: 11/13/2003 09:19:26  
 Total Fees: 16.00  
 Transfer Tax: .00  
 County Clerk: BOBBIE HOLSCLAW-JEFF CO KY  
 Deputy Clerk: YOLLO2

END OF DOCUMENT

**AMENDMENT TO THE MASTER DEED AND  
DECLARATION FOR  
"ATRIUM AT STONYBROOK", A CONDOMINIUM**

This Amendment made and entered into by Atrium at Stonybrook, Inc., hereinafter referred to as "Developer",

**WITNESSETH:**

**WHEREAS**, by a Condominium Declaration of Master Deed for Atrium at Stonybrook, a Condominium, dated the 19th day of October, 1995, and appearing of record in Deed Book 6654, Page 657, in the Office of the Clerk of Jefferson County, Kentucky, and all subsequent amendments thereto, the Developer subjected and submitted certain real property to the horizontal property law, as amended; and,

**WHEREAS**, under the Master Deed the right was specifically reserved unto the Developer to create, add and subject other buildings and units to the condominium regime within the "Reserved Areas"; and

**WHEREAS**, the Developer is the owner and wishes to add to the condominium regime the following described buildings and units which are presently a part of the "Reserved Area" referred to in said Master Deed:

Building 1            Units 101, 102, 103, 104, 201, 202, 203, 204,  
                                      301, 302, 303 and 304

WHEREAS, the condominium regime is now improved with those units referred to above in Buildings 1, 2, 3, 4, 10 and 11, and thereby having at present a final total of seventy-six (76) units in six (6) buildings.

NOW, THEREFORE, the Developer for the purposes hereinabove set forth and in accordance with the powers conferred and reserved to Developer in the Master Deed for "Atrium at Stonybrook", A Condominium," recorded, does hereby amend the Master Deed by:

1.        Declaring that the above named buildings and units are hereby annexed from the remaining "Reserved Area" and that said buildings and units are to be in all respects governed by the terms and provisions of the Master Deed and Declaration.

2.        Amending the legal description of the units which are set forth in the Master Deed by adding the following units:

<u>BUILDING</u>	<u>UNIT</u>	<u>AREA (SQ. FT.)</u>	<u>PER CENT</u>
1	101	1428	1.4414%
1	102	1293	1.3052%
1	103	1412	1.4253%

1	104	1292	1.3042%
1	201	1434	1.4475%
1	202	1296	1.3082%
1	203	1415	1.4283%
1	204	1294	1.3062%
1	301	1434	1.4475%
1	302	1294	1.3062%
1	303	1415	1.4283%
1	304	1290	1.3021%

Said new unit's location, approximate area, number of rooms, structural changes and common elements to which the new unit has access to are described and shown on a set of plans which are recorded simultaneously herewith. Said plans are incorporated herein by reference.

3. Amending the schedule for a final percentage of ownership interest in the common elements appurtenant to each unit to read as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

The above schedule of percentage ownership in the common elements are calculated as set forth in the Master Deed, and this allocation is accomplished as follows:

(a) The Developer, the extent necessary, hereby exercising all of its rights conferred

upon it by the Master Deed and Declaration and all powers of attorney granted to it by all unit owners of the existing units, thereby divesting them of that portion of their unit's share in the existing common elements which must be allocated to the new units to obtain the percentage interest in the aggregated common elements in each unit as shown in the schedule attached as Exhibit "A".

(b) The Developer to the extent necessary hereby exercises all powers of attorney granted to it and powers of appointment reserved by it and hereby grants and conveys and sets over to each owner of existing units that share in the new common elements which is necessary to obtain for each existing unit its share in the aggregated common elements as shown in the schedule attached as Exhibit "A".

(c) In other means supportable in law or in equity on the basis of the Master Deed, the deeds to each purchaser, and this amended declaration.

(d) The meaning of all of the terms referred to herein are as described in the Master Deed and Declaration.

Except as set forth herein, the Declaration of Master Deed for "Atrium at Stonybrook, A Condominium", shall remain in full force and effect.

Developer hereby verifies true all of the information contained in this amendment.

IN TESTIMONY WHEREOF, witness the signature of Enrique R. Pantoja, as President of Atrium at Stonybrook, Inc., a Kentucky Corporation, this 29 day of JAN, 2004.

Atrium at Stonybrook, Inc.  
a Kentucky corporation

BY: [Signature]

FLORIDA  
STATE OF KENTUCKY )  
                  PALM BEACH ) SCT.  
COUNTY OF JEFFERSON )

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing instrument was produced to me in the State and County aforesaid and acknowledged and delivered before me by Enrique Pantoja as President of Atrium at Stonybrook, Inc., a Kentucky corporation, on behalf of same.

WITNESS my hand this 29 day of JAN, 2004.

[Signature]  
Notary Public, Jefferson County, Kentucky  
My commission expires: \_\_\_\_\_

This Instrument Prepared By:

[Signature]  
Arthur W. Howard, Attorney  
6200 Dutchmans Lane, Suite 206  
Louisville, Ky. 40205

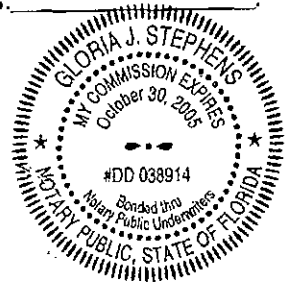


EXHIBIT "A"



**SABAK, WILSON & LINGO, INC.**  
 ENGINEERS, LANDSCAPE ARCHITECTS & PLANNERS  
 315 WEST MARKET STREET, LOUISVILLE, KY 40202  
 PHONE : (502) 584-6271 FAX : (502) 584-6292

DB 08349PG0384

**ATRIUM**  
**AT STONY BROOK CONDOMINIUMS**  
 December 29, 2003

BUILDING NO.	UNIT NO.	SQUARE FEET	%
1	101	1428	1.4414
1	102	1293	1.3052
1	103	1412	1.4253
1	104	1292	1.3042
1	201	1434	1.4475
1	202	1296	1.3082
1	203	1415	1.4283
1	204	1294	1.3062
1	301	1434	1.4475
1	302	1294	1.3062
1	303	1415	1.4283
1	304	1290	1.3021
2	201	1282	1.2940
2	202	1293	1.3052
2	203	1293	1.3052
2	204	1282	1.2940
2	205	1299	1.3112
2	206	1299	1.3112
2	207	1303	1.3153
2	208	1303	1.3153
2	209	1322	1.3345
2	210	1322	1.3345
2	211	1327	1.3395
2	212	1327	1.3395
2	213	1322	1.3345
2	214	1322	1.3345
2	215	1322	1.3345
2	216	1322	1.3345
3	101	1418	1.4314
3	102	1294	1.3062
3	103	1401	1.4142
3	104	1294	1.3062
3	201	1422	1.4354
3	202	1299	1.3112
3	203	1401	1.4142
3	204	1299	1.3112
3	301	1421	1.4344
3	302	1295	1.3072
3	303	1403	1.4162
3	304	1295	1.3072
4	101	1425	1.4384
4	102	1301	1.3132
4	103	1410	1.4233
4	104	1299	1.3112
4	201	1419	1.4324
4	202	1294	1.3062
4	203	1409	1.4223
4	204	1298	1.3102
4	301	1424	1.4374
4	302	1295	1.3072
4	303	1403	1.4162
4	304	1299	1.3112
10	1001	1206	1.2173
10	1002	1206	1.2173
10	1003	1206	1.2173



0808349PG0385

10	1004	1206	1.2173
10	1005	1229	1.2406
10	1006	1229	1.2406
10	1007	1229	1.2406
10	1008	1229	1.2406
10	1009	1229	1.2406
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11	1107	1229	1.2406
11	1108	1229	1.2406
11	1109	1229	1.2406
11	1110	1229	1.2406
11	1111	1229	1.2406
11	1112	1229	1.2406

TOTALS	76	99,067	100.0000
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**Recorded In Plat Book**

No. 108 Page 81-28  
 Part No. 1744

Document No.: 082004013291  
 Lodged By: howard  
 Recorded On: 02/03/2004 09:50:31  
 Total Fees: 20.00  
 Transfer Tax: .00  
 County Clerk: BOBBIE HOLSELAW-JEFF CO KY  
 Deputy Clerk: SHESCH

PATRICK R. DOMINIK, Landscape Architect • JOHN D. WILSON, Civil-Sanitary Engineer • D. SCOTT LINGO, Planner  
 DAVID J. SEDLAR, Civil Engineer • DENNIS L. KRAUS, Land Surveyor

END OF DOCUMENT