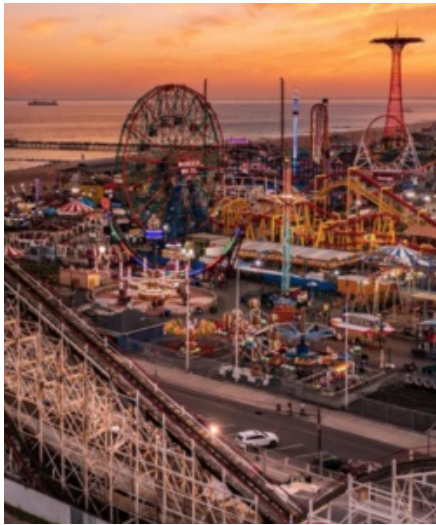


## QUARTERLY LEGAL JOURNAL



### FORECLOSURE SALE & EMERGENCY REPAIR CHARGES

#### KINGS COUNTY

White Oak Projects, LLC, v. Upreal Washington, LLC, 224 A.D.3d 718 (2d Dept. 2024). Decided February 7, 2024. This is an appeal taken by a successful bidder at a mortgage foreclosure sale. The appellant, after failing to close, sought an order to vacate the foreclosure sale and to direct the referee to return the down payment, on the ground that the terms of sale executed by the referee improperly required appellant to pay certain emergency repair charges that, it alleges were payable from the proceeds of the sale pursuant to the judgment of... **READ MORE & CASE CITE**

### ACTION TO ENFORCE AN EASEMENT /COST SHARING AGREEMENT

#### WESTCHESTER COUNTY

Highland Meadows Senior Housing Development Fund Company, Inc., v. Westchester County Health Care Corp., 226 A.D.3d 883 (2d Dept. 2024). Decided April 17, 2024. The parties own adjoining parcels that are each encumbered by a reciprocal easement agreement concerning an O-shaped private road providing access to the parcels. The easement agreement contains a cost-sharing provision stating that the defendant shall pay 51.4% of the actual costs for: (1) “any maintenance, repairs... **READ MORE & CASE CITE**



### ACTION TO ENFORCE A RESTRICTIVE COVENANT



#### WARREN COUNTY

West Mountain Assets LLC v. Dobkowski, 2024 WL 1914294 (3rd Dept. 2024). Decided May 2, 2024. Plaintiff owns a parcel improved with a single-family residence. Plaintiff utilizes it as a short-term rental property through Airbnb, with stays ranging in duration from a few days to a couple of weeks. Defendants own an adjacent parcel where they reside full time. Both parcels abut a third parcel owned by plaintiff and defendants as co-tenants on which there is a gravel road providing access to their parcels. All parcels within the subdivision descend from a common grantor... **READ MORE & CASE CITE**

#### ACTION FOR DECLARATORY JUDGMENT REGARDING EASEMENT

##### DUTCHESS COUNTY

Whalen v. Town of Dover, 226 A.D.3d 847 (2d Dept. 2024). Decided April 10, 2024. The defendant, Town of Dover, owns real property in Dutchess County upon which Dover Stone Church is located. Stone Church is not a church. Rather it is a historic cavernous formation of metamorphic rock located within a wooded area more than one mile from the nearest highway. Plaintiff, Mildred Whalen, is the owner of property located between Stone... **READ MORE & CASE CITE**



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