Concept 914 LLC v Alpine Acres Condominium
2026 NY Slip Op 31456(U)
April 14, 2026
Supreme Court, Sullivan County
Docket Number: Index No. E2021-1766
Judge: Meagan K. Galligan
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SULLIVAN

----------X

CONCEPT 914 LLC,

Plaintiff,

-against-

ALPINE ACRES CONDOMINIUM, *et al*,

Defendants.

----------X

Decision & Order
Motion 3
Index No. E2021-1766

Papers Considered:
NYSCEF Filings 65-89, 135-147[1]

Appearances:

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Galligan, J.

Defendant moves for summary judgment dismissing plaintiff's complaint[2] which asserts that plaintiff, not defendant[3], is the owner of a certain condominium unit in Sullivan County, to wit: Unit F-14, 156 Acorn Lane, Town of Fallsburg Section 60, Block 1, Lot 15.1/9101 (hereafter "Unit F-14"). Defendant further moves for partial summary judgment on its first and third counterclaims, seeking to quiet title pursuant to RPAPL §1501 and for declaratory judgment pursuant to CPLR § 3001. Plaintiff opposes.

"[T]he proponent of a summary judgment motion must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to demonstrate the absence of any material issues of fact." *Alvarez v Prospect Hosp.,* 68 NY2d 320, 324 [1986]. "This burden is a heavy one and on a motion for summary judgment, facts must be viewed in the light most favorable to the non-moving party." *William J. Jenack Estate Appraisers and Auctioneers, Inc. v Rabizadeh,* 22 NY3d 470, 475 [2013] (internal citation and quotations marks omitted). If a moving party meets this burden, the burden then shifts to the non-moving party to "establish the existence of material issues of fact which require a trial of the action." *Vega v Restani Construction Corp.,* 18 NY3d 499, 503 [2012]; *see generally, Matter*

[1] The court has additionally reviewed the documents specifically referenced therein and those record documents as referenced as set forth herein.

[2] Plaintiff's complaint, filed October 15, 2021, asserts five causes of action against defendant, namely: (1) an unspecified claim seeking to compel defendant to convey the property to plaintiff; (2) breach of fiduciary duty (failing to accept payment of common charges from owners and beneficial owners so they can avoid default); (3) unclean hands (alleging defendant's awareness, at the time it obtained a judgment, that plaintiff sought to pay the $74,919 common charges); (4) quiet title (alleging plaintiff is rightful owner of the property); and (5) declaratory judgment (setting forth plaintiff's right to the property). All causes of action asserted rely on the underlying premise that plaintiff is the legal owner of the property at issue herein and the action is brought pursuant to Article 15 of the Real Property Actions and Proceedings Law.

[3] The complaint lists further fictious persons unknown as defendants, John Doe 1 through John Doe 10. All references to "defendant" herein are to defendant Alpine Acres Condominium.

of Eighth Jud. Dist. Asbestos Litig., 33 NY3d 488 [2019]. Mere conclusions, expressions of hope, or unsubstantiated allegations or assertions are insufficient. *Zuckerman v City of New York,* 49 NY2d 557, 562 [1980].

The history of the unit at issue warrants explanation. As set forth by the Supreme Court, Appellate Division, Third Department, in *Salamon v Alpine Acres Condominium*, 172 AD3d 1668, 1668-1669 [3d Dept 2019]:

> In 2003, [] Alpine Holding, LLC and other entities executed a mortgage in favor of Continental Funding Group, LLC secured by a four-unit condominium in the Town of Fallsburg, Sullivan County. In 2008, [Smuel Salamon] and his wife entered into a memorandum of contract with Alpine Holding to purchase Unit F-14 (hereinafter the subject premises) in this condominium. Continental Funding, in 2009, assigned the mortgage to Concept 9 LLC. In 2010, Concept 9 commenced a mortgage foreclosure action seeking to foreclose on four separate properties, one of which was the subject premises. [Salamon] and his wife, among others, were named as defendants in this 2010 foreclosure action and, after they defaulted, a judgment of foreclosure and sale was entered. The properties, except for the subject premises, were subsequently sold at a foreclosure auction.
>
> In 2013, defendant Alpine Acres Condominium (hereinafter defendant) filed a common-charge lien against the subject premises naming Alpine Holding and/or BMG Southern Equities, LLC and/or Concept 9, as owners, and, in 2014, sought to foreclose on it. A judgment of foreclosure and sale was entered in May 2016 in defendant's favor. Prior to the scheduled foreclosure sale, defendant was advised that Alpine Holding conveyed the subject premises to [plaintiff] in July 2016 via a quitclaim deed. Defendant was also advised that [plaintiff] had filed for chapter 7 bankruptcy and, as a consequence, an automatic stay was in effect. Defendant thereafter moved to vacate the stay on the basis that [plaintiff] never acquired any interest in the subject premises from Alpine Holding because Alpine Holding, in 2011, had previously conveyed any interest that it had to BMG. In October 2016, the Bankruptcy Court terminated the stay. A foreclosure sale was held, after which defendant became the owner of the subject premises.

Thus, the Appellate Division, Third Department, has previously observed defendant's argument that plaintiff "never acquired any interest in the subject premises from Alpine Holding because Alpine Holding, in 2011, had previously conveyed any interest that it had to BMG." *Salamon v Alpine Acres Condominium*, *id*., 172 AD3d at 1669.

As noted by the appellate court, that claim was advanced against plaintiff by defendant before the United States District Court for the Southern District of New York by Notice of Motion to Vacate Stay filed September 9, 2016. NYSCEF 145. Plaintiff was plainly on notice of that motion, wherein defendant argued that plaintiff LLC was "only created months prior to the bankruptcy filing, upon information and belief, for the sole purpose of receiving the deed to this property in order to then file this bankruptcy in bad faith, in order to stop an upcoming condominium association foreclosure auction. The only assets listed within [plaintiff's] schedules is in fact this parcel of real estate and a bank account." NYSCEF 145 at ¶ 4.

Defendant set forth the history of the foreclosure action in connection with its motion before the Bankruptcy Court: "[Defendant] commenced an action to foreclose the condominium fees beginning in 2014 in an action entitled "ALPINE ACRES CONDOMINIUM against BMG SOUTHERN EQUITIES, LLC" filed in the Supreme Court of the State of New York County of Sullivan and bearing Index No. 2344-2014. That action has been pending ever since and a Judgment of Foreclosure and Sale with Bill of Costs was entered on May 17, 2016, a copy of which is annexed hereto as Exhibit 'A'. The Referee in Foreclosure scheduled an auction sale, which was publically [*sic*] advertised, to take place on July 20, 2016. Upon information and belief, prior to that sale date, the individuals residing within the real property arranged to have a deed purportedly transferring to [plaintiff], a fee interest in the property, in order to then file this Bankruptcy, to use the benefits of the automatic stay to stop the sale of the property. However, all throughout the condominium foreclosure proceedings, the title interest in the real property in question was actually held by an entity entitled BMG SOUTHERN EQUITIES, LLC. *** Upon information and belief, the claimed interest in the real property by [plaintiff] is fictitious." NYSCEF 145 at ¶ 7.

Defendant further argued before the Bankruptcy Court: "***[Plaintiff] does not hold a valid title to the real property that [it] claims to won. BMG Southern Equities, LLC is the current, sole record owner of unit F-14, the unit in question. BMG obtained fee ownership of the unit by means of a deed dated March 18, 2011 from Alpine Holding, LLC to BMG, recorded in the Sullivan County Clerk's Office on May 19, 2011 as Instrument #2011-3110. Since 2011, no other recorded conveyance has occurred with respect to the subject property." NYSCEF 145 at ¶ 12. Defendant noted that the quitclaim deed pursuant to which plaintiff claimed ownership of the property at issue was purportedly transferred to it by Alpine Holding, LL[C] is dated just six days prior to the Chapter 7 bankruptcy filing and, in any event, BMG remained the sole owner of the property. *Id*.

It should be noted that the state appellate court held that the "subject premises was not released from the [original Continental Funding Group, LLC] mortgage because [the property] was never sold at the sale stemming from the 2010 foreclosure action." *Salamon v Alpine Acres Condominium, id.*, 172 AD3d at FN3. Accordingly, the court noted that the prior action was "not the proper means for [Smuel Salamon] to pursue his rights under the mortgage," but "other avenues exist." *Salamon v Alpine Acres Condominium*, *id*., 172 AD3d at FN3. That issue is not the subject of the instant action.

Defendant contends that it is now the lawful title owner of the property, Unit F-14, having acquired title through a judicial foreclosure proceeding that resulted in a duly entered and recorded judgment, followed by a valid referee's deed upon completion of the foreclosure sale.

Defendant maintains that such foreclosure extinguished any subordinate or otherwise defective claims to the property.[4] While it does not concede that plaintiff has any valid claim to title of the property, defendant argues that, even if the equities are equal, legal title must control, and it is entitled to judgment herein as the titled owner of the property. NYSCEF 66, p.17 ¶

"To obtain summary judgment in an action to quiet title pursuant to RPAPL article 15, the movant must establish, prima facie, that it holds title, or that the nonmovant's title claim is without merit (*see 1259 Lincoln Place Corp. v Bank of N.Y.,* 159 AD3d 1004, 1005 [2d Dept. 2018]; *White Sands Motel Holding Corp. v Trustees of Freeholders & Commonalty of Town of E. Hampton,* 142 AD3d 1073, 1074 [2d Dept 2018])." *X & Y Development Group LLC v Epic Tower, LLC,* 196 AD3d 732, 732 [2d Dept 2021].

[4] Such a claim may or may not resolve the issue of the original Continental Funding Group, LLC mortgage, but that issue is not the subject of this proceeding.

Defendants argue that plaintiff's claim to Unit F-14 is flawed as it is based upon a deed that was void *ab initio*. *See Rockwell v Despart*, 181 NYS3d 345, 350 [3d Dept 2022] (discussing the difference between void and voidable real estate transfers and applicability of a statute of limitations defense; holding that a real estate transfer is void "where the law deems that no transfer actually occurred *** because one cannot take what another had no interest in to convey" (internal citations and quotations omitted)); *see also Cornick v Forever Wild Development*, 240 AD2d 980, 981 [3d Dept 1997] (because original grantor in chain of title did not own the parcel all subsequent grantees likewise failed to obtain any interest in the property).

Defendant argues that plaintiff was on notice of the existence of the transfer of the property by Alpine Holdings, LLC to BMG Southern Equities, LLC (hereinafter, and throughout, "BMG"), as well as the subsequent foreclosure action, by virtue of the publicly filed deed from Alpine Holdings, LLC to BMG. *See* RPL § 291; *accord, Beeman v Pawelek*, 96 NYS2d 204 [Sup Ct Steuben Co 1949], *aff'd*, 276 AD 1057, [4th Dept 1950]. Accordingly, it cannot now be heard to complain that it, and not BMG Southern Equities, LLC, took valid title to the property in the context of this action against defendant.[5]

In support, defendant submits copies of various documents upon which it relied, including the following:

On August 29, 2003, Alpine Holding, LLC, together with Lakeshore Realty Holding LLC and Evergreen Realty Holding LLC, executed a mortgage in favor of Continental Funding Group LLC in the principal sum of $2.5 million, encumbering multiple parcels of real property, including Unit F-14. This mortgage was recorded in the Sullivan County Clerk's Office on February 19, 2004. NYSCEF 68. Thereafter, Continental Funding Group LLC assigned its interest in Unit F-14 to Concept 9 LLC. NYSCEF 70 and 86.[6]

By complaint dated December 20, 2010, Concept 9 LLC commenced a foreclosure action against Alpine Holding, LLC, Lakeshore Realty Holding LLC, Evergreen Realty Holding LLC, Regency Estates Development Corp., the Board of Managers of Alpine Acres Condominium, Shmuel Salamon, Suri Salamon, the New York State Commissioner of Taxation and Finance, and John Does Nos. 1 through 100, seeking to foreclose the mortgage as to four units, including Unit F-14, NYSCEF 70.[7,8]

Prior to entry of the judgment of foreclosure, Alpine Holding, LLC conveyed Unit F-14 to BMG by bargain and sale deed dated March 18, 2011, and executed on May 3, 2011. The deed was recorded in the Sullivan County Clerk's Office on May 19, 2011. The conveyance was executed by Nachman Kanovsky on behalf of Alpine Holding, LLC, as grantor, and by Bernard Shaefer on behalf of BMG, as

[5] This is not an action for damages against Alpine Holdings, LLC, BMG Southern Equities, LLC, or Nachman Kanovsky.

[6] Defendant does not submit a copy of a recorded assignment of mortgage, but submits a copy of the summons and complaint seeking foreclosure filed by Concept 9 LLC and a copy of the decision of the Appellate Division, Third Department, wherein the court set forth "Continental Funding, in 2009, assigned the mortgage to Concept 9 LLC." *Salamon v. Alpine Acres Condominium,* 172 AD3d 1668, 1668 [3d Dept. 2019].

[7] Sullivan County Supreme Court Index No. 4147-2010.

[8] The Decision & Order dated January 12, 2012, in *Concept 9 LLC v Alpine Holding, LLC et al.,* Index No. 4147-2010 set forth that Concept 9 LLC, in connection with the foreclosure action, publicly filed a Notice of Pendency on January 10, 2011.

grantee. NYSCEF 69. A judgment of foreclosure and sale was subsequently entered as to all four units; however, while three of the units were sold, Unit F-14 was not. NYSCEF 71; 86.[9,10]

On August 22, 2013, following BMG's failure to pay condominium common charges, defendant recorded a common-charge lien dated August 15, 2013, in the Sullivan County Clerk's Office. The lien identified the owner of the property as "Alpine Holding, LLC and/or BMG Southern Equities, Inc., and/or Concept 9 LLC." NYSCEF 72, p. 2, ¶ 3. Defendant thereafter commenced a lien foreclosure action against BMG and certain fictitious defendants by complaint dated September 18, 2014. NYSCEF 73. It filed a notice of pendency on October 2, 2014. NYSCEF 74. Following BMG's default, a judgment of foreclosure and sale was entered on May 17, 2016, and recorded on May 20, 2016. NYSCEF 75.

Prior to the foreclosure sale, Alpine Holding, LLC purported to transfer its interest in Unit F-14 to Concept 914 LLC[11] by quitclaim deed dated July 13, 2016, executed by Robert L. Rimberg on behalf of Alpine Holding, LLC. NYSCEF 79. Shortly thereafter, on July 20, 2016, Concept 914 LLC filed a Chapter 7 bankruptcy petition, listing Unit F-14 as its sole asset, thereby staying the foreclosure sale. The stay was subsequently lifted on October 7, 2016, permitting foreclosure sale to proceed. NYSCEF 80[12]; 81. During the pendency of the automatic stay, the mortgage encumbering Unit F-14 was assigned from Concept 9 LLC to Shmuel Salamon on September 15, 2016, as recorded on September 16, 2016. NYSCEF 82.[13]

A third foreclosure action concerning Unit F-14 was thereafter commenced by Shmuel Salamon[14] against Alpine Acres Condominium, BMG, and Alpine Holding, LLC, by complaint dated December 8, 2016, pursuant to Sullivan County Supreme Court Index No. 2057-2016. NYSCEF 83. On April 19, 2018, the complaint was dismissed on the grounds of *res judicata*, and that determination was affirmed by the Appellate Division, Third Department. NYSCEF 85 and 86.[15]

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[9] Defendant submits the decisions of the court on Sullivan County Supreme Court Index No. 4147-2010, which include its determination that all defendants were in default; it does not include a copy of the judgment of foreclosure and sale. The Appellate Division, Third Department, however, found that in the "*** 2010 foreclosure action *** a judgment of foreclosure and sale was entered. The properties, except for [Unit F-14], were sold at a foreclosure auction." *Salamon v Alpine Acres Condominium, supra*, 172 AD3d at 1668.

[10] Unit F-14 was not released from the mortgage as it was not sold pursuant to the judgment of foreclosure. *Salamon v Alpine Acres Condominium, supra*, 172 AD3d 1668 at FN3.

[11] Concept 914 LLC was formed on April 29, 2016, with an address of 254 Hooper Street, Brooklyn, NY 11211. NYSCEF 77. This address is the home of Shmuel and Suri Salamon, as testified by Shmuel Salamon during a Traverse hearing on August 13, 2012. NYSCEF 71. In addition, defendant submits documents regarding Town of Fallsburg property taxes for Unit F-14, all referencing BMG's address of 254 Hooper Street, Brooklyn, NY 11211 and BMG as the property owner, including the 2016 Final Assessment Roll and receipt for town taxes paid for 2015, 2016 and 2017. NYSCEF 78.

[12] While the petition of Concept 914 LLC listed its principal place of business as 156 Acorn Drive, South Fallsburg, NY 12779, being Unit F-14 at issue herein, the mailing address listed for it is 254 Hooper Street, Brooklyn, NY 11211.

[13] The assignment notes that there was unpaid balance on the note of $405,774.00 as of July 15, 2014.

[14] It appears that Shmuel and Smuel Salamon are one in the same.

[15] The appellate court held that defendant established that Smuel Salamon, to whom the mortgage from Concept 9 LLC was assigned, was in privity with Concept 9 LLC as successor in interest. Smuel Salamon failed to address the *res judicata* issue by his opposition to the summary judgment motion. Nonetheless, Salamon was correct that Unit F-14 was not released from the mortgage because it was never sold pursuant to judgment of foreclosure and sale in the 2010 foreclosure action.

During the pendency of the third foreclosure action, prior to its dismissal, Unit F-14 was sold by defendant pursuant by a referee in connection with defendant's foreclosure action and judgment. Defendant was the successful bidder at that sale, and a referee's deed dated April 25, 2017, conveying title to Unit F-14 to Defendant, was recorded in the Sullivan County Clerk's Office on July 24, 2017. NYSCEF 87.

Pursuant to all of the foregoing, defendant has met its prima facie burden of demonstrating that plaintiff's title claim is without merit and it is entitled to judgment dismissing the complaint.

Defendant is the lawful title holder of Unit F-14, having acquired title through a foreclosure action and sale against the prior titled owner. Alpine Holding, LLC lacked authority to convey title to Unit F-14 to plaintiff on July 13, 2016, because it had already conveyed its interest in the property to BMG on May 3, 2011, by bargain and sale deed which was publicly recorded. See NYSCEF 69; 79.

Plaintiff had adequate and ample opportunity to determine the ownership of the unit before it purported to take title from Alpine Holding, LLC by virtue of that publicly filed deed. "When a purchaser has knowledge of any fact sufficient to put him on inquiry as to the existence of some right or title in conflict with that which he is about to purchase, he is presumed either to have made the inquiry and ascertained the extent of such prior right, or to have been guilty of a degree of negligence fatal to his plea of ignorance. (*Williamson v Brown*, 15 NY 362 [1857])." *Kingsland v Fuller*, 157 NY 507, 511 [1899].

Defendant further argues that plaintiff's claims are barred by *res judicata* and collateral estoppel because the title at issue herein has been the subject of three foreclosure actions,[16] one of which gave rise to defendant's ownership of the unit.

> "The doctrine of res judicata bars a party from litigating a claim where a final judgment on the merits has been rendered on the same subject matter, between the same parties (*see Matter of Hunter,* 4 NY3d 260, 269 [2005]; *Tovar v Tesoros Prop. Mgt., LLC,* 119 AD3d 1127, 1128 [3d Dept 2014]). Thus, ''once a claim is brought to a final conclusion, all other claims arising out of the same transaction or series of transactions are barred, even if based upon different theories or if seeking a different remedy'' (*Matter of Bemis v Town of Crown Point,* 121 AD3d 1448, 1450–1451 [3d Dept2014], *quoting O'Brien v City of Syracuse,* 54 NY2d 353, 357 [1981]; *accord Tovar v Tesoros Prop. Mgt., LLC, supra*, 119 AD3d at 1128). Additionally, 'res judicata bars not only those claims that were actually litigated previously, but also those which might have been raised in the former action' (*Moss v Medical Liab. Mut. Ins. Co.,* 224 AD2d 762, 763 [3d Dept1996] [internal quotation marks, brackets and citation omitted])." *Bernstein v State,* 129 AD3d 1358, 1359 [3d Dept 2015].

The doctrine also operates to give binding effect to a judgment over those who have privity with parties.

[16] All of which were Sullivan County Supreme Court cases: *Concept 9 LLC v. Alpine Holding, LLC,* Index No. 4147-2010, *Alpine Acres Condominium v. BMG Southern Equities LLC,* Index No. 2344-2014, and *Smuel Salamon v. Alpine Acres Condominium, BMG Southern Equities LLC, and Alpine Holding, LLC*, Index No. 2057-2016.

> "It has been said that the term privity does not have a technical and well-defined meaning. It denominates a rule, however, to the effect that under the circumstances, and for the purposes of the case at hand, a person may be bound by a prior judgment to which he was not a party of record (Restatement, Judgments, § 83, Comment *a*). It includes those who are successors to a property interest, those who control an action although not formal parties to it, those whose interests are represented by a party to the action, and possibly coparties to a prior action (Restatement, Judgments, §§ 81-90)." *Watts v Swiss Bank Corp.* 27 NY2d 270, 277 [1970].

While *res judicata* prevents the same claim from being relitigated, collateral estoppel prevents the same issue from being relitigated. "Collateral estoppel is an equitable doctrine that 'precludes a party from relitigating in a subsequent action or proceeding an issue ... [that was] decided against that party or [one] in privity' with that party in a prior action or proceeding (*Buechel v Bain,* 97 NY2d 295, 303 [2001], *cert. denied* 535 US 1096 [2002]; *see D'Arata v New York Cent. Mut. Fire Ins. Co.,* 76 NY2d 659, 664 [1990]; *Ryan v New York Tel. Co.,* 62 NY2d 494, 500 [1984])." *State v Zurich American Ins. Co.* 106 AD3d 1222, 1223 [3d Dept 2013].

In *Smuel Salamon v Alpine Acres Condominium*, 172 AD3d 1668 [3d Dept 2019], the appellate court found that defendant became the owner of Unit F-14 through a foreclosure action, and upheld the lower court's determination dismissing the foreclosure complaint filed by Smuel Salamon. In so doing, the Court held that Smuel Salamon, as assignee of the mortgage from Concept 9 LLC, was in privity with Concept 9 LLC and, therefore, bound by the prior foreclosure judgment, such that a second foreclosure could not be maintained, and dismissal on the grounds of *res judicata* was proper. While the decision did not contemplate that the unit could not be the subject of further litigation,[17] it did determine defendant's valid property interest therein.

Plaintiff argues that the deed transferring the property from Alpine Holding, LLC to BMG is void because Kanovsky did not have authority to transfer the property. By this action, however, plaintiff has not brought suit against either Alpine Holding, LLC or BMG; moreover, plaintiff does not establish that defendant knew or should have known that Kanovsky could not transfer title to it, nor that defendant engaged in any impropriety such that it knew or should have known that BMG's deed was fraudulent.

Plaintiff argue that a question of fact exists as to the prior transfer from Alpine Holding, LLC to BMG, but does not demonstrate how that question affects the bona fide transfer of ownership of the unit to defendant.

In further support of its opposition, plaintiff submits an affirmation of Chaya Neuman,[18] sole member of plaintiff, who affirms that she has resided at Unit F-14 since 2007 with her husband and family, and had entered an agreement with Steve Krausman of Alpine Holding, LLC such that she was the beneficial owner of the property and she would not be responsible for common charges until a deed was conveyed

[17] As to enforcement of the original mortgage.

[18] Chaya Neuman is the maiden name of Suri Salamon who is married to Smuel Salamon. NYSCEF 84 (interrogatory of Smuel Salamon provided in connection with his foreclosure action *Smuel Salamon v. Alpine Acres Condominium, BMG Southern Equities LLC, and Alpine Holding, LLC,* Index No. 2057-2016.

to her, which occurred on July 13, 2016, and recorded on September 16, 2016.[19] Neuman further states that she did not pay common charges because of a dispute between defendant, BMG and Kanovsky.[20] Neuman notes that defendant filed the notice of common-charge lien against BMG, Alpine Holding, LLC, and Concept 9 LLC but chose to file foreclosure only against BMG.[21] Neuman states that the defendant proceeded with foreclosure sale on April 18, 2017, a religious holiday that foreclosed her from appearing thereat.

Plaintiff further argues that defendant did not file a notice of pendency on its foreclosure action[22] and notes that defendant's name is incorrect in the referee's deed. Plaintiff submits that the instant action was commenced in 2021, when defendant refused to accept "maintenance payments" from it. Plaintiff submits a copy of a check made out to defendants in the amount of $74,919.00, dated August 6, 2021, with a memo line reading "Settl 156 Acorn Lane unit F14". NYSCEF 136. The court finds no support for the premise that defendant is obligated to accept common charge payments from any entity not the record owner of a unit subject to its covenants.

Defendant did file a notice of pendency relating to their foreclosure action. NYSCEF 74.

To the extent the court considers propriety of the prior deed from Alpine Holding, LLC to BMG, defendant points to multiple recorded instruments and regulatory filings executed by Kanovsky on behalf of Alpine Holding, LLC.[23] Additionally, by his 2011 affidavit, Kanovsky acknowledges that he signed the deed on behalf of Alping Holding, LLC, effectively representing himself as a person with authority to do so. NYSCEF 111. "A forged deed that contains a fraudulent signature is distinguished from a deed where the signature and authority for conveyance are acquired by fraudulent means. In such latter cases, the deed is voidable. The difference in the nature of the two justifies this different legal status. A deed containing the title holder's actual signature reflects 'the assent of the will to the use of the paper or the transfer,' although it is assent 'induced by fraud, mistake or misplaced confidence' (*Marden v Dorthy*, 160 NY 39, 50 [1899]; *see also Rosen v Rosen*, 243 AD2d 618, 619 [2d Dept 1997]; 26A CJS, Deeds §153 ['where the grantor knowingly executes the very instrument intended, but is induced to do so by some fraud in the treaty or by some fraudulent representation or pretense, the deed is merely voidable']). Unlike a forged deed, which is void initially, a voidable deed, 'until set aside, . . . has the effect of transferring the title to the fraudulent grantee, and … being thus clothed with all the evidences of good title, may incumber the property to a party who becomes a purchaser in good faith' (*Marden*, *supra*, 160 NY at 50)." *Faison v Lewis*, 25 NY3d 220, 224-225 [2015]. The deed signed by Kanovsky transferring title from Alpine Holding, LLC to BMG, was merely voidable and was thus properly relied upon by defendant and Supreme Court in connection with the subsequent transfer of title following the foreclosure auction, as neither Alpine Holding, LLC, nor plaintiff commenced any action to declare the BMG deed a nullity.

Defendant further argues that plaintiff has failed to provide proof that consideration was paid for the July 2016 deed transfer and that any reference to defendant in the referee's deed being incorrect by the

[19] Plaintiff refers to defendant's exhibit L at NYSCEF 79; however, this does not demonstrate recording of that deed.

[20] Neuman avers that the parties appeared before a Beth Din that needed to hear from additional parties before rendering a decision, and it did not have jurisdiction to stay the proceedings before this Court.

[21] Notably, this representation appears to acknowledge notice of defendant's reliance upon the transfer of title to BMG.

[22] The court finds this argument to be without merit. *See* NYSCEF 74.

[23] The Court notes that documents purported to be signed by Kanovsky on behalf of Alpine Holding, LLC predate the 2011 deed.

addition of "Inc." to its name. is a scrivener's error and does not render the deed defective. The court need not reach those issues in light of the foregoing.

Plaintiff has failed to demonstrate the existence of any material issue of fact as to defendant's good faith reliance upon the publicly filed deed from Alpine Holding, LLC to BMG, nor any issue of fact as to the privity among plaintiff, Alpine Holding, LLC and Salamon and Neuman. Accordingly, it is hereby

ORDERED that defendant's motion for summary judgment is granted, and the complaint is dismissed.

The foregoing constitutes the Decision and Order of the Court. The signing of this Decision and Order shall not constitute entry or filing under CPLR § 2220. Counsel is not relieved from the applicable provisions of that rule regarding notice of entry.

Dated: April 14, 2026
Monticello, New York

E N T E R :

Hon. Meagan K. Galligan, J.S.C.

Pursuant to CPLR § 5513, an appeal as of right must be taken within thirty (30) days after service by a party upon the appellant of a copy of the judgment or order appealed from and written notice of its entry, except that when appellant has served a copy of the judgment or order and written notice of its entry, the appeal must be taken within thirty (30) days thereof.