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SAFE HARBOR TITLE

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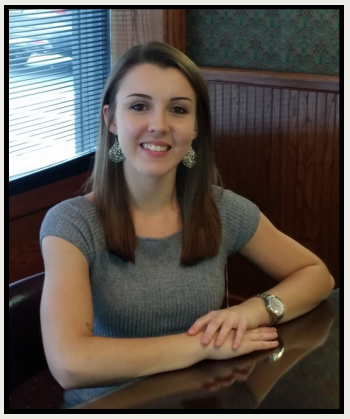
The Future is Bright !

The holiday celebrations have subsided, the new year is upon us! With it, ringing in hope for a year filled with peace and prosperity. However there is one important milestone left to be celebrated at Safe Harbor Title. That being the promotion to Jr. Vice President and Operations Manager for our one and only Deanna Whitney. Please join the Safe Harbor Team in congratulating Deanna and thanking her for her dedication to the company's mission. We are so fortunate to be associated with a young woman who possesses so many fine qualities. Deanna is a throwback to a simpler more genuine time when words like integrity, principles, loyalty, honesty, and the like were clear and present.



Deanna joined the team almost six years ago while attending St Joseph's College in Patchogue on a full scholarship. While interviewing Deanna for an opening with the company it was pointed out to her that her cover letter may have been a little strong as it suggested that we would be crazy to not hire her! We still laugh about it... she was right!

Many have affectionately referred to Deanna as "Gina" junior—now that's high praise! For a company to have two Gina types seems like an unfair advantage over the competition, almost illegal? Lucky us! The future is so bright we have to wear shades!

Wishing all a safe, peaceful, and prosperous 2019! Thank you!

Restrictive Covenants

Property owned by the Estate of Marjory D. Rockwell was subdivided into three separate lots when the Estate executed three deeds to separate grantees. Parcel A, now owned by the Plaintiffs, was conveyed subject to a covenant running with the land restricting the land to being used for a single-family dwelling. Parcel B, now owned by the Defendant, was conveyed subject to a covenant running with the land stating that "[t]he land shall be forever wild and shall be used as a research, education and management area for urban wildlife conservation and water resource protection…". The Plaintiffs, alleging that the Defendant had cut trees and removed vegetation on Parcel B, sought to enforce the "forever wild" restriction; they moved for partial summary judgment seeking a declaration that the Defendant was bound by the "forever wild" restriction. The Supreme Court, Albany County, held that the Plaintiffs lacked standing to enforce the restriction and granted the Defendant's cross motion for summary judgment.

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Restrictive Covenants

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The Appellate Division, Third Department, affirmed the lower court's ruling. According to the Appellate Division,

> "...the record is bereft of evidence suggesting that [the Estate and the immediate grantees] intended that parcel A benefit from the restriction...Nor is enforcement of the forever wild restriction by the owners of parcels A and C necessary to ensure compliance with the stated purpose of the covenant because it may be enforced by the Estate or its assigns.
>
> Finally, the forever wild restriction does not fall within the category of restrictive covenants that is recognized as being enforceable by an owner of a parcel that derives from a common grantor. In that regard, covenants that are entered into to implement a general, or common, scheme for the improvement or development of real property are enforceable by any grantee...Here, there is no scheme of development or covenant that is common to all three parcels...".

Gorman v. Despart, 2018 NY Slip Op 05795, decided August 16, 2018.

Federal Housing Act

The federal district court for the Eastern District of New York affirmed the findings of a United States Magistrate Judge and held that Section 263-4(D)(1) of the Code of the Town of Riverhead, prohibiting "transient rentals", defined in the Code as rentals for "[a] rental period of 29 days or less", did not violate the Fair Housing Act (42 U.S.C. Section 3601 et seq.). The Fair Housing Act prohibits, among other actions, discrimination in the rental of housing which constitutes a "dwelling", defined at 42 U.S.C. Section 3602 ("Definitions") as including "any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families...". The Court held that the transient rental apartments in question were not "dwellings" under the Act. According to the Court,

> "although plaintiffs identify the subject properties as 'residential houses'..., since the function of the subject properties was commercial, and neither plaintiffs nor their potential guests used or intended to use the properties as a residence, Magistrate Judge Locke correctly concluded that the subject properties are not 'dwellings' within the meaning of the FHA".

The Plaintiffs' Fair Housing Act claims were dismissed, with prejudice.

Luxurybeachfrontgetaway,com, Inc. v. Town of Riverhead (17-CV-4783), decided July 27, 2018.

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