

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF DUTCHESS

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BOARD OF MANAGERS OF WHITE GATE
CONDOMINIUM, suing on behalf of the unit owners,

Index No. 2018-50780

Plaintiff,

-against-

**STIPULATION OF
SETTLEMENT**

KRISTI PLASS,

Defendant.
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This action is hereby settled according to the following terms of this Stipulation of Settlement (the "Stipulation"):

1. White Gate Condominium (the "Condominium") is an unincorporated condominium association pursuant to Article 9-B of the Real Property Law whose board of managers, the plaintiff, is responsible for maintaining and operating the Condominium's finances and building located at White Gate Drive, Wappingers Falls, New York 12590 (the "Building"), pursuant to the Condominium's declaration and bylaws contained therein, as may have been amended thereafter (the "Declaration and By-laws").

2. Defendant, Kristi Plass (the "Defendant"), hereby consents to the jurisdiction of this Court, waives all defenses, counterclaims, cross-claims and causes of action.

3. Defendant owns Unit 19C located at the Building (the "Unit").

4. Pursuant to Judge Christi J. Acker's order dated September 16, 2019, confirming referee's report and entry of judgment of foreclosure and sale, Defendant owes plaintiff, Board of Managers of White Gate Condominium (the "Plaintiff"), the sum of Fourteen Thousand Nine Hundred Two Dollars and Ninety-Two Cents (\$14,902.92) (the "Judgment Amount") in unpaid

monthly common charges, assessments, late fees, legal fees and other fees owed through September 2019 (the "September 16, 2019 Order").

5. Defendant has made no payments towards the Judgment Amount and has accrued additional unpaid monthly charges, assessments, late fees and legal fees in the amount of \$6,322.40 owed from July 1, 2019 to November 1, 2019.

6. Therefore, as a result of Defendant's ownership to the Unit, the Defendant admits to owing Plaintiff the sum of Twenty One Thousand Two Hundred Twenty-Five Dollars and Thirty-Two cents (\$21,225.32) (the "Debt") in unpaid monthly common charges, assessments, late fees, legal fees and other fees owed through November 1, 2019.

7. Defendant admits to owing the Debt to the Condominium without any offsets or defenses thereto.

8. Provided that Defendant timely makes all payments set forth in the following paragraph 9 below, the Plaintiff agrees to accept a down payment of Four Thousand Dollars (\$4,000.00) (the "Down Payment"), conditioned upon Defendant's compliance with all the terms and conditions set forth in this Stipulation.

9. The Debt shall be paid by Defendant to Plaintiff as follows, in addition to Defendant's current monthly common charges, assessments, late fees, legal fees and other fees as they continue to accrue after November 1, 2019:

- a. Defendant shall tender payment of the Down Payment of \$4,000.00 to Plaintiff on or before November 30, 2019.
- b. Starting December 1, 2019, Defendant shall tender an additional payment of \$500.00 to her current monthly common charges due the first day of each month, and continuing every month thereafter until the Debt is paid in full. This payment

shall be applied to the Debt. This is separate and in addition to Defendant's monthly common charges, assessments and other fees. These payments will be applied only to the Debt and not towards current monthly common charges, assessments, late fees, legal fees or other fees.

10. All payments due under this Stipulation shall be made payable to "White Gate Condominium" and shall be delivered to the Plaintiff's managing agent:

**White Gate Condominium c/o Associa New York
Attn: Nicole Crouse
11 Raymond Ave., Suite 32
Poughkeepsie, NY 12603**

11. Any payments made by Defendant shall first be applied to Defendant's current monthly common charges, assessments and other fees as they continue to accrue before any payments are applied to the Debt. Defendant shall be responsible for all reasonable legal fees incurred in connection with enforcing this Stipulation as well as the reasonable legal fees relating to any satisfaction of judgment or release of lien upon payment of the Debt in full by Defendant.

12. As set forth in paragraph 9 above, Defendant shall continue to pay her monthly common charges, assessments, and other charges or fees as they come due, pursuant to Condominiums declaration and by-laws.

13. In the event Defendant defaults under any provision of this Stipulation, Plaintiff shall be entitled to restore this action and proceed forward with foreclosure and sale as provided in the September 16, 2019 Order. and Defendant shall also be liable for all attorneys' fee and costs incurred by Plaintiff in the action.

14. The Condominium shall give the Defendant written notice of any default under this Stipulation. Such notice shall be sent to the Defendant's home address via first class mail and email at boomergirl@optonline.net.

15. If any payment due hereunder is not received in full within five (5) days of the notice from Plaintiff's attorneys – **"TIME BEING OF THE ESSENCE"** – then the Defendant shall automatically be declared in default under the Stipulation, and Plaintiff shall be entitled to the following relief:

- a. Restore the action and proceed forward with the foreclosure and sale as provided in the September 16, 2019 Order, and a judgment for the full Debt, other outstanding common charges, plus late fees, legal fees and other which have accrued, less any payments made.

16. Upon Plaintiff's receipt of the full Debt pursuant to the mechanisms and other terms set forth in this Stipulation, the Plaintiff shall file a Stipulation or Notice of Discontinuance with prejudice against the Defendant in this action.

17. Any waiver by either party of, or failure on a particular occasion to enforce, any provision of this Stipulation or any right hereunder shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such right, and the failure of either party to insist in any one or more instance upon the strict performance of any of the provisions of this Stipulation by the other party shall not be construed as a waiver or relinquishment for the future of such provision, and the same shall continue in full force and effect.

18. This Stipulation shall not be construed more strictly against one party than the other merely by virtue of the fact that it has been prepared initially by counsel for one of the parties, it being recognized that both parties and their respective legal counsel have had a full and fair opportunity to negotiate and review the terms and provisions of this Stipulation and to contribute to its substance and form.

19. In the event that any term, provision, paragraph of this Stipulation is declared

illegal, void or unenforceable, same shall not affect or impair the other terms, provisions, or paragraphs of this Stipulation.

20. This Stipulation shall be binding upon the parties, their successors-in-interest and assignees.

21. This Stipulation is without prejudice to any other agreements executed between the parties, including, but not limited to, confessions, stipulations and contracts.

22. A facsimile copy or other copy of this Stipulation may be treated as an original for all purposes. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument

Date: November 22, 2019

LASSER LAW GROUP, PLLC

KRISTI PLASS

By: 

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Attorneys' for Plaintiff Board of Managers
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By: 

Kristi Plass
Defendant
19C White Gate Drive
Wappingers Falls, New York 12590
boomergirl@optonline.net

December 6, 2019

SO ORDERED: 