

#15 James e William Smith House e Barn

106 Roslyn Road Main St Roslyn

106 Roslyn Rd, Roslyn
Main St.
James

NO
Certificate

THIS INDENTURE, made the 22nd day of August
nineteen hundred and seventy-five, BETWEEN ROGER G. GERRY and
PEGGY N. GERRY, his wife, both residing at 105 Main Street,
Roslyn, New York, parties of the first part, and CHARLES A.
ROSEBROCK, JR. and ELLEN FLETCHER ROSEBROCK, his wife, both
residing at 106 Main Street, Roslyn, New York, parties of the
second part,

WITNESSETH, that the parties of the first part, in
consideration of TEN (\$10.00) DOLLARS, lawful money of the United
States, and other good and valuable consideration, paid by the
parties of the second part, do hereby grant and release unto the
parties of the second part, their heirs or successors and assigns
of the parties of the second part forever,

ALL that certain plot, piece or parcel of land, with
the buildings and improvements thereon erected, situate, lying
and being in the Incorporated Village of Roslyn, Town of North
Hempstead, County of Nassau and State of New York, more particularly
bounded and described as follows:

BEGINNING at a point on the westerly side of Main Street,
distant 953.69 feet more or less southerly from the corner formed
by the intersection of the southerly side of Northern Boulevard
with the westerly side of Main Street, said point of beginning
also being the point where the division line between the lands
now or formerly of Rogers and premises herein described intersects
the said westerly side of Main Street, and from said point of
beginning;

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Section 7
Block 7
Lot 101

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RUNNING THENCE along the westerly side of Main Street, south 11 degrees 19 minutes east, a distance of 97.60 feet to land now or formerly of Brower;

THENCE along said lands of Brower the following 2 courses and distances:

- (1) South 86 degrees 03 minutes 30 seconds west, a distance of 125.12 feet;
- (2) North 0 degrees 58 minutes 45 seconds west, a distance of 91.87 feet to lands now or formerly of Rogers;

THENCE along said land of Rogers, North 83 degrees 23 minutes, east a distance of 107.97 feet to the westerly side of Main Street to the point or place of BEGINNING.

Premises being known as 106 Main Street, Roslyn, New York. Premises also known and designated on the Land and Tax Map of Nassau County as Section 7, Block F, Lot 125.

SUBJECT to a right-of-way agreement between JESSIE SMITH and ALFRED & JEAN GALLEY, his wife, dated May 18, 1961 and recorded August 11, 1961 in 6898 cp 190 in the office of the Clerk of the County of Nassau.

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SUBJECT to a purchase money first mortgage between the parties of the second part, as mortgagors and First National City Bank, the mortgagor^{ee}, in the principal sum of \$50,000.00 to be executed and recorded simultaneously with this Deed, and subject to a purchase money second mortgage between the parties of the second part, as mortgagors, and the parties of the first part, the mortgagees, in the principal sum of \$25,000.00 to be executed and recorded simultaneously with this Deed.

SUBJECT to the following Declaration of Covenants, Conditions, Limitations, Restrictions and Easements, which said declarations shall constitute covenants to run with all of the aforesaid described land and premises and shall be binding upon

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the parties of the second part and all other persons and parties claiming through the parties of the second part and for the benefit of and limitation upon all future owners of said land and premises.

WATER RIGHTS

(1) The parties of the first part hereby reserve, for themselves, for so long as they and the survivor of them shall own the premises, and for all future owners, the natural flow of water from the spring and well on said premises, through the existing water course which flows east under Main Street, Roslyn, New York, onto the adjacent parcel of land owned by the parties of the first part, being the location of the present residence of the parties of the first part, and commonly known as 105 Main Street, Roslyn, New York, however, the parties of the second part, for so long as they own the premises, and all future owners, shall be entitled to make use of the water from the said spring and well for any reasonable purpose, provided that upon completion of any work necessary in installing equipment for such use, the flow of water through the water course be restored to the rate as it existed immediately prior to the commencement of such work.

(2) The parties of the first part, for themselves, for so long as they and the survivor of them, shall own the said

Mr. Hill

adjacent premises, and for all future owners thereof, hereby reserve an easement and right of way to enter upon the premises hereby conveyed for the purpose of maintaining, repairing or replacing the said spring, well and water course, and, if at any time the natural flow of water through said water course shall drop to a level of less than five gallons per minute measured at the upper pipe of the cistern on the said parties of the first part's premises, they further reserve the right to enter upon the premises for the purpose of installing, repairing and maintaining, at the parties of the first part's or future owner's expense, a pump on the premises to increase the flow of water through the water course to a maximum level of 10 gallons per minutes measured at said upper pipe. Said pump shall be of a kind that shall neither be visible nor audible above ground. Upon the completion of any work described herein in paragraph f.(2), premises shall be restored by the parties of the first part or future owner to the conditions that existed prior to the commencement of such work.

g. The said premises are also subject to the following covenants, conditions, limitations and restrictions, which shall run with the land and bind the parties of the second part, their heirs and assigns and all future owners thereof for the benefit of the parties of the first part and the survivor of them, and

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their assigns or successors as hereinafter provided, the same being designed for the purpose of assuring the preservation of the JAMES AND WILLIAM SMITH HOUSE (ca. 1835) and the barn presently erected on the premises, the central portion of which was built prior to 1835, (hereinafter collectively referred to as "the Residence,") which were carefully restored by the parties of the first part to preserve to as great a degree as possible the architectural character and detail of said residence, to the end that the Said Residence, which is located in both the Main Street Historic District as recognized and registered with the National Register of Historic Places of the National Parks Service of the United States and the Special Historic District of the Incorporated Village of Roslyn, shall be added to significantly by such preservation.

EXTERIOR OF THE RESIDENCE

(1) No exterior alteration or addition of any kind or nature to the house or barn shall be undertaken nor shall either structure be demolished or removed, nor shall any external structure, exclusive of accessory structures, be erected without prior written consent of the parties of the first part, their assigns or successors as hereinafter provided.

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(2) No visible air-conditioning unit of any type shall be installed in the North and East walls or windows of the house; however, air-conditioners of the room air-conditioning type may be installed into the South and West windows provided that the presently existing windows or frames are not altered or disturbed.

(3) All future replacement screens and storm sash shall be of the traditional wood frame type, utilizing either a single horizontally placed dividing bar or such division as shall conform to the existing window sash.

INTERIOR OF THE RESIDENCE

(4) No alterations or additions to the interior structure or fabric of the house or barn, including but not limited to its moulding and trim, shall be undertaken without the prior written consent of the parties of the first part, their assigns, or successors as hereinafter provided.

ENFORCEMENT

(5) The right to enforce the covenants, conditions, limitations and restrictions contained above in Sections g.(1) through g/(4), pertaining to the said Residence, shall be assignable by the parties of the first part to only one of the following organizations: (a) The Roslyn Preservation Corporation or its successor corporation; (b) The Board of Trustees of the Roslyn Landmark Society, Inc. or its successor corporation; or

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(c) the Historic District Board of the Village of Roslyn. Any such assignment shall be exercisable only by a written instrument duly executed in a form suitable for recording and shall become enforceable only upon such recording.

If the parties of the first part shall both have died without having assigned their rights as hereinabove provided, such rights shall inure to the benefit of and be enforceable by the Roslyn Preservation Corporation or its successor corporation; or, if such corporation shall not then be in existence, to the Board of Trustees of The Roslyn Landmark Society, Inc. or its successor corporation, or, if such Board or successor corporation shall also not then be in existence, to the Historic District Board of the Village of Roslyn. If, however, none of the above entities shall then be in existence the said restrictions, (etc.) and covenants contained in Section g. hereof shall be deemed extinguished, and shall be of no further force or effect.

The parties of the first part represent and covenant for themselves, their assigns or successor as herein provided that any consent required of them or their said assigns or successors herein, by the parties of the second part or their heirs and assigns, or any future owners shall not be unreasonably withheld.

TOGETHER will all right, title and interest, if any, of the parties of the first part in and to any streets and roads

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IN WITNESS WHEREOF, the parties have duly executed this deed the day and year first above written.

In the Presence of:

James R. Moffatt

ROGER G. GERRY

Peggy N. Gerry

PEGGY N. GERRY

Charles A. Rosebrock, Jr.

CHARLES A. ROSEBROCK, JR.

Ellen Fletcher Rosebrock

ELLEN FLETCHER ROSEBROCK

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the *12th* day of *August*, 1975 before me personally came ROGER G. GERRY and PEGGY N. GERRY to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they executed the same.

James R. Moffatt

JAMES R. MOFFATT
NOTARY PUBLIC, State of New York
No. 30-2738170
Qualified in Nassau County
Commission Expires March 30, 1977

STATE OF NEW YORK)
COUNTY OF NASSAU) ss.:

On the *1st* day of *August*, 1975 before me personally came CHARLES A. ROSEBROCK, JR. and ELLEN FLETCHER ROSEBROCK to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they execute the same.

Edward E. Delaney

EDWARD E. DELANEY
NOTARY PUBLIC, State of New York
No. 30 4521947
Qualified in Nassau County
Commission Expires March 30, 1976

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