

THIS INDENTURE, made the 8th day of July, nineteen hundred and eighty
BETWEEN

ROGER G. GERRY and PEGGY N. GERRY, his wife, both residing at 105 Main Street,
Roslyn, New York, hereinafter

parties of the first part, and

BARRY WOLF and MARYANN WOLF, his wife, both residing on Harbor Road, Roslyn Harbor,
New York, hereinafter

parties of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party 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, being more particularly bounded and described as follows:

BEGINNING at a point on the westerly side of Main Street, where the division line between lands now or formerly of Smith and premises herein described intersect, and from said point of beginning;

RUNNING THENCE along the westerly side of Main Street, the following two courses and distances: (1) South 8° 42' 17" East, 139.41 feet; (2) South 25° 37' 41" East, 30.45 feet to land now or formerly of Field;

THENCE along said last mentioned land, the following five courses and distances: (1) North 80° 22' 29" West, 74.01 feet; (2) South 75° 16' 49" West, 11.13 feet; (3) North 79° 41' 31" West, 51.45 feet; (4) South 8° 23' 39" West, 4.07 feet; (5) South 6° 46' 19" West, 39.45 feet;

THENCE South 34° 33' 41" East, partly along said land of Field and partly along land now or formerly of Cornell, 195.01 feet to land now or formerly of Willets;

THENCE North 79° 04' 20" West, along said last mentioned land, 622.61 feet to the easterly side of a reserved strip on Map of Roslyn Heights, Property of The Roslyn Heights Land Improvement Co.;

THENCE North 1° 39' 45" East, along said last mentioned strip, 428.46 feet;

THENCE South 89° 07' 00" East, 187 feet;

THENCE North 45° 53' 00" East 45.45 feet;

THENCE South 89° 07' 00" East 140.86 feet to the westerly line of land now or formerly of Weeks;

THENCE South 20° 14' 25" East, 50.39 feet;

THENCE South 42° 49' 55" East, 61.55 feet;

THENCE North 84° 31' 55" East, 40.38 feet;

THENCE South 10° 55' 05" East, 52 feet to the northerly line of land now or formerly of Smith;

TAX MAP DESIGNATION
Dist.
Sec. 7
Blk. F
Lot(s): 747 and 752

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

SUBJECT, HOWEVER, to: (1) state of facts shown on survey of Joseph E. Dioguardi, Jr., P. C., dated February 28, 1977 and last redated January 10, 1980; (2) utility and drainage easements of record; and (3) Conservation easement deeds to the Incorporated Village of Roslyn, (a) dated December 28, 1977 (recorded Deed Book 9086, page 103) and (b) dated as of May 1, 1980, to which latter deed the herein named parties of the second part are signatories and which deed is being delivered to the Village concurrently herewith; and

The premises herein described (the "Property") are located in the Main Street Historic District as recognized and registered with the National Register of Historic Places of the Heritage Conservation and Recreation Service of the United States Department of the Interior and the Special Historic District of the Incorporated Village of Roslyn. In order to assure the preservation, to as great a degree as possible of the natural condition of the Property and the architectural character and detail of the residence and appurtenant structures, including the garage (the "Residence"), said Property is conveyed SUBJECT, ALSO, to the following covenants, conditions, limitations and restrictions (the "Covenants"), to the faithful observance and performance of which Covenants the parties of the second part, by the acceptance of this deed, firmly bind and obligate themselves, their heirs, successors and assigns, to wit:

(a) Without the prior written consent of the parties of the first part or their hereinafter designated successors: (i) No alteration and no physical or structural change or addition, other than ordinary maintenance and repair shall be made in the architectural style, design or arrangement of any portion of the exterior of the Residence, including but not limited to any change in exterior color, kind or texture of the building material, type or style of doors or windows (including but not limited to storm windows and screens); (ii) No new structure shall be erected on any portion of the Property except that, provided the same is lawfully permissible, one additional single-family residence may be added to the Property, which additional residence can only be a relocated old structure which conforms to, and complies with, the standards of the historic district; (iii) No alterations or additions shall be made to the interior structure or fabric of the central hall, the dining room or the drawing room located on the ground floor of the Residence, including but not limited to the moulding and trim; and (iv) The Property shall not be used for other than single family residential purposes, except that, and provided that no statute, law or local ordinance would thereby be violated, said Property, in whole or in part, may be used by a museum or to house the administrative offices of a not-for-profit foundation qualified under section 501(c)(3) of the Internal Revenue Code. Prior to the undertaking of any work covered under paragraph (a) (i) and (iii) above all plans and specifications for such work must be submitted in writing to the parties of the first part or their successors as hereinafter in sub-section (d) designated for their approval at least 30 days prior to the commencement of any such work.

(b) In the event of fire or other casualty to the Residence, no additional structure or any new improvements after any demolition, whether total or partial, shall be constructed or permitted to be built upon the Property unless the proposed new structure conforms to, and complies with, the requirements for structures in the Hillside Protection Overlay District and is authorized by the Planning Board and the Roslyn Historic District Board (Section 15-172 of Chapter 15, Zoning, of the Code of Ordinances of the Incorporated Village of Roslyn, or any successor section) or, if said Historic District Board be not then in existence, the Roslyn Preservation Corporation.

(c) Except as otherwise provided in Section 345 of the Real Property Law of the State of New York, the Covenants shall run with the Property, and any conveyance of any portion of the Property shall be subject thereto whether or not the Covenants are referred to in any deed or other instrument of transfer. The parties of the first part or their hereinafter designated successors shall have the reserved right to file a "Declaration of Intention to Preserve Restrictions on the Use of Land" and/or Renewal Declaration(s) as provided in said Section or any future statute providing for the same or similar rights to re-memorialize, extend the duration of or to preserve the aforesaid restrictions of record.

(d) The right to enforce the covenants, conditions, limitations and restrictions contained above in paragraph a(i) through (iv), pertaining to the said Property and Residence, shall be exercisable by the parties of the first part (or the survivor of Roger G. Gerry and Peggy N. Gerry) and upon the death of both said named parties, such rights shall inure to the benefit of and be enforceable by the Board of Trustees of The Roslyn Preservation Corporation of 105 Main street, Roslyn, New York ("Preservation Corporation"), or its successor corporation, or if such Board or successor corporation shall also not then be in existence, by the Historic District Board of the Incorporated Village of Roslyn (Historic District Board). There is hereby reserved to the parties of the first part, the Preservation Corporation and Historic District Board the right to enter the Property and Residence, at least once each year, with prior notice, for the purpose of inspecting said Property and Residence to determine if the parties of the second part, or their heirs, successors or assigns, are complying with the covenants and purposes herein declared, but only in such manner as will not disturb the quiet enjoyment of the Property and Residence by the parties of the second part, their heirs, successors or assigns.

AND the party of the first part, in compliance with Section 13 of the Lien Law, hereby covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consid-

STATE OF NEW YORK, COUNTY OF *New York* ss:
On the *8* day of *July* 19*80*, before me personally came

ROGER G. GERRY,

one of the individuals described in and who executed the foregoing instrument, and acknowledged that he executed the same.

[Signature]
Notary Public

STATE OF NEW YORK, COUNTY OF _____ ss:
On the _____ day of _____ 19____, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he is the _____ of _____,

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF *New York* ss:
On the *8* day of *July* 19*80*, before me personally came

PEGGY N. GERRY

one of the individuals described in and who executed the foregoing instrument, and acknowledged that she executed the same.

[Signature]
Notary Public

STATE OF NEW YORK, COUNTY OF _____ ss:
On the _____ day of _____ 19____, before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. _____;

that he knows _____

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed

WITHOUT COVENANT AGAINST GRANTOR'S ACTS

TITLE NO. *2710084*

ROGER G. GERRY and PEGGY N. GERRY, his wife,

TO

BARRY WOLF and MARYANN WOLF, his wife

SECTION 7
BLOCK F
LOTS 747 and 752
COUNTY ~~OF~~ Nassau
STREET ADDRESS 110 Main St., Roslyn, N. Y.
TAX BILLING ADDRESS _____

Recorded At Request of The Title Guarantee Company

RETURN BY MAIL TO:

William Horner, Esq.
11 Riverside Drive
Apt. 146E
NY NY 10023
Zip No. _____

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



TITLE GUARANTEE-NEW YORK

ATICOR COMPANY

STATE OF NEW YORK)
COUNTY OF New York ss.:

PEGGY N. GERRY, being duly sworn, says that she has not been known by any other married or maiden name during the past ten (10) years.

Peggy N. Gerry
Peggy N. Gerry

Sworn to before me this

day of July, 1980.

Huyler C. Held
Notary Public

HUYLER C. HELD
Notary Public, State of New York
No. 31-1745225
Qualified in New York County
Commission Expires March 30, 1981

STATE OF NEW YORK)
COUNTY OF New York ss.:

PEGGY N. GERRY, being duly sworn, says that she has not been known by any other married or maiden name during the past ten (10) years.

Peggy N. Gerry
Peggy N. Gerry

Sworn to before me this

8 day of July, 1980.

Huyler C. Held
Notary Public

HUYLER C. HELD
Notary Public, State of New York
No. 31-1745225
Qualified in New York County
Commission Expires March 30, 1981