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2/24/97
(date)

W I T N E S S E T H

WHEREAS, PEGGY N. GERRY, as the owner of certain real property, commonly known as 1100 Old Northern Blvd., Roslyn, New York, Section 6, Block 54, Lot 430, and as the William J. Strong House (1830) and referred to hereafter as the "Premises", and being more particularly bounded and described on Schedule A, attached hereto,

WHEREAS, the owner desires to impose Preservation Covenants and Restrictions on the use of the Premises for the purpose of preserving the existing architectural character and detail of the Premises,

WHEREAS, the owner desires to assign the right to enforce the Preservation Covenants and Restrictions herein imposed to the Roslyn Preservation Corporation, a not-for-profit corporation, existing under the laws of the State of New York and having its principal place of business at 33 E. Broadway, Roslyn, New York 11576 (hereinafter referred to as "RPC"),

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430

WHEREFORE, the following Preservation Covenants and Restrictions, which shall run with the land and bind the owner and all other persons and parties claiming through the owner and for the benefit and limitation upon all future owners of said Premises and for the benefit and limitation of all present and

REC'D CLERK

future owners of Premises and residents within the historic Village of Roslyn, are hereby declared:

EXTERIOR OF THE PREMISES

1. No exterior alteration of or addition to the Premises, including the changing of exterior paint colors, shall be undertaken nor shall any portion of the Premises be demolished or removed, nor shall any external structure be erected, without prior written consent of RPC, its assigns or successors, which consent shall not be unreasonably withheld.

2. No air conditioning units of the room conditioning type, shall be installed through the walls of the Premises. No air conditioning units of the window type shall be installed in the window openings except in the rear of the Premises (i.e. on the side facing away from Old Northern Blvd.), and then only in such a manner that they do not protrude beyond the window sash. "Thru-the-wall" type room air conditioning units may be installed in the existing window openings in such a manner that they do not project outside the window sash toward the exterior of the Premises.

3. No above-grade, outdoor utility transmission lines or cable television transmission lines, except those now existing, may be placed on the Premises. No television or radio antenna or any other device or mechanism intended for the purpose of transmitting or receiving television or radio signals shall be affixed to the exterior of the Premises.

4. No portion of the Premises shall be moved from its present location unless such moving is required by taking by eminent domain.

5. No accessory buildings or sheds, either permanent or temporary in nature, shall be erected or placed on the Premises without prior written consent of RPC, its assigns or successors, as hereinafter provided. All accessory buildings shall be subject to the provisions of these Covenants in the same manner as the principal building mentioned above. In a similar manner, all fencing shall be subject to the provisions of these covenants.

6. The Premises shall not be used for any purpose other than as a personal residence. The Premises shall not be subdivided for resale or lease.

INTERIOR

7. No alteration shall be made to the interior woodwork of the Premises, including but not limited to: dadoes, cornices, mantelpieces, panelling, doors and door casings, windows and window casings, moldings, both wood and plaster, stair rails and banisters, without the written permission of RPC. For the purposes of this provision, "alteration" shall not be construed to mean: interior painting, except repainting of any painted wood-grain or marbleized surface; wall-papering, provided the paper does not cover woodwork, moldings, or painted woodgrain surfaces; plastering, provided the plastering does not cover the

woodwork or painted woodgrain surfaces; rewiring; replacement of plumbing; and replacement of glass.

CONDEMNATION AND CASUALTY

8. If the Premises or any substantial portion thereof shall be taken by eminent domain, be destroyed by fire or other casualty, or be so substantially damaged that rebuilding or restoration using the same materials or the same design would be unfeasible or be unreasonably expensive after application of awarded damages or collected insurance proceeds, then the owner in such cases may either decline to build or restore the Premises, or if he or she elects to rebuild or restore, may use other materials and designs, provided the drawings and specifications of the new building meet with the approval of RPC or its assigns, which approval shall not be unreasonably withheld.

MAINTENANCE OF THE PREMISES

9. Owner agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the historically significant characteristics of the features, materials, appearance, workmanship and environment thereof. Nothing herein shall prohibit owner from seeking financial assistance for the foregoing purposes from any sources available to her.

INSPECTION

10. RPC may inspect the Premises annually to insure that the owner is in compliance with the restrictions hereby imposed. Such inspections shall be made at reasonable hours and only after prior notice to the owner. The right of inspection shall be assignable by RPC as hereinafter provided. The failure of RPC to exercise this right of inspection for any period of time, however, shall under no circumstances be construed as a waiver of such right.

ENFORCEMENT

11. The owner hereby assigns the right to enforce the foregoing Preservation Covenants and Restrictions to the Roslyn Preservation Corporation or its assigns. In the event of a violation of any Covenant, Stipulation or Restriction herein, in addition to any remedies now or hereafter provided by law, RPC may, in writing, notify the owner of such violation, together with a recommendation as to how the violation may be corrected. Such notice shall also inform the owner as to the time period in which such violation may be cured. In the event the owner contests the existence of a violation or the length of time in which to remedy it, he shall notify RPC, in writing, and if the parties cannot agree, either party shall have the right to submit the matter to the Historic District Board of the Village of Roslyn and/or the Board of Zoning Appeals of the Incorporated Village of Roslyn, for hearing and decision. Thereafter, if

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NORTH SHORE ABSTRACT, LTD.
as agent for:
LAWYERS TITLE INSURANCE CORPORATION

Title No. N14734N

SCHEDULE A
(AMENDED 1/27/97)

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

BEGINNING at a point on the Northerly side of Old Northern Boulevard distant 101.58 feet Westerly from the corner formed by the intersection of the said Northerly side of Old Northern Boulevard and the Westerly side of Layton Street;

RUNNING THENCE along the Northerly side of Old Northern Boulevard, South 60 degrees 35 minutes 17 seconds West, 50.79 feet;

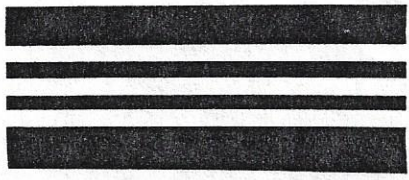
THENCE North 3 degrees 09 minutes 16 seconds East, 126.58 feet;

THENCE North 62 degrees 23 minutes 50 seconds East, 49.62 feet;

THENCE South 3 degrees 09 minutes 16 seconds West, 124.36 feet to the Northerly side of Old Northern Boulevard at the point or place of BEGINNING.

N C CLERK

#27



WILLIAM STRONG HOUSE

1100 OLD NORTHERN BLVD

Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Type of Instrument

Control No: 199703031101

PEGGY N
GERRY

HUYLER C
HELD

At: 11:41:42 AM
In Liber: 10753
Of: Deed Book
From Page: 0333
Through Page: 0341A
Refers to Liber: 00000
Of:
Page: 0000

Location: N. Hempstead (2822) Section: 00000006 Block: 00054-00 Lot: 00430 Unit:

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$.00

Received The Following Fees For Above Instrument

		Exempt		Exempt
Recording \$	42.00	NO		
St.Fee/Cty \$.25	NO	State Fee \$	4.75 NO

Fees Paid: \$ 47.00

THIS PAGE IS A PART OF THE INSTRUMENT

GJS001

Karen V. Murphy
County Clerk, Nassau County



199703031101

