

#30

ESTELLA SEAMAN HOUSE
1155 OLD NORTHERN BLVD,
ROSLYN.

PP 29 (11/85) Standard N.Y.B.T.U. Form 8002 Bargain and Sale Deed, with Covenant against Grantor's Acts-Individual or Corporation (Single Sheet)
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

494073

This indenture, made the 4th day of December nineteen hundred and ninety two

Between Roger Gerry, residing at 105 Main Street, Roslyn, New York and
Floyd A. Lyon, residing at 2012 Midlane South, Syosset, New York

party of the first part, and Paula Aridas, residing at 2311 Parsons Blvd.
Whitestone, New York

party 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, County of Nassau, and State of New York, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Northerly side of North Hempstead Turnpike (Northern Boulevard) and the Westerly side of Hicks Street;

RUNNING THENCE along the Northerly side of North Hempstead Turnpike (Northern Boulevard) North 80 degrees 15 minutes 00 seconds West a distance of 50 feet;

RUNNING THENCE North 9 degrees 45 minutes 00 seconds East a distance of 100 feet;

RUNNING THENCE South 80 degrees 15 minutes 00 seconds East a distance of 50 feet to the Westerly side of Hicks Street;

RUNNING THENCE along the Westerly side of Hicks Street South 9 degrees 45 minutes 00 seconds West a distance of 100 feet to the point of intersection which is the point or place of BEGINNING.

EXCEPTING therefrom so much of the premises taken for the widening of Northern Boulevard

Being the same premises conveyed to Grantors herein by Deed dated December 6, 1991 recorded October 22, 1992 in the Nassau County Clerks Office in Liber 10211 Page 807.

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.

And the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

And the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.
In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF
Catherine G. [Signature]

[Signature]
Roger Gerry

[Signature]
Floyd A. Lyon

Sec 6 Block 25 Lot 263

[Handwritten mark]
800

12.4.90
(date)

WITNESSETH

WHEREAS, Roger Garry & Floyd Lyon, as the owners of
(owner name)
certain real property, commonly known as 1155 Old Northern Blvd., Roslyn, NY 11576
(address)
Section 6; Block 25; Lot 263, and as the Estella M. Seaman House No.1 (1888)
(Section, Lot and Block Number) (House name and date)
referred to hereafter as: the Residence and being more
(Residence, Building or Store)
particularly bounded and described as follows:

All that certain plot, place or parcel of land, with the buildings
and improvements thereon erected, situate, lying and being at Roslyn, Town
of North Hempstead, County of Nassau and State of New York, being more
particularly bounded and described as followr

SEE SCHEDULE A

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WHEREAS, the owners desire 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 Residence which lies within the Historic District of the Incorporated Village of Roslyn, and

(Residence)(Building(Store)
WHEREAS, the owners desire 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 105 Main Street, Roslyn, New York, 11576 (hereinafter referred to as "RPC"),

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 property and for the benefit and limitation of all present and future owners of property 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 in such a manner that they 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 residence.

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 existing accessory buildings, especially _____
(No existing accessory buildings) All future 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 Single-family residence. The premises shall not be sub-divided for (Residence) (Bldg) (Store) resale or lease.

INTERIOR

7. No alteration shall be made to the interior woodwork of the premises, including but not limited to: dados, cornices, mantelpieces, panelling, doors and door casings, windows and window casings, moldings, both wood and plaster, stair rails and banisters, without the written

which shall permission of RPC. For the purposes of this provision, "Alteration" shall *to be* *reasonably* *retained* not be construed to mean interior painting, ^{in existing paint colors,} except repainting of any painted woodgrain or ~~marbled~~ surface; wallpapering, 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; re-wiring; replacement of plumbing; and replacement of glass. Period lighting fixtures ^{in entry, living room & bedroom} are the property of RPC. They may be removed for repair, for short periods of time. If removed permanently, these fixtures must be returned to RPC.

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 Residence (Residence)(Bldg)(Store) meet with the approval of RPC or its assigns, which approval shall not be unreasonably withheld.

owner give the owner to undertake any further or additional restoration of premises and nothing hereunder shall

MAINTENANCE OF THE PREMISES

9. Owner agrees to assume the total cost of continued maintenance, repair and administration of the Residence and the premises so as to (Residence)(Bldg)(Store) 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 him.

INSPECTION

10. RPC may inspect the Residence and premises annually to (Residence)(Bldg)(Store) 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 owners hereby assign 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 either party feels aggrieved, the matter may be submitted to a court of competent jurisdiction for judicial review.

ASSIGNMENT

12. The right to enforce the Preservation Covenants and Restrictions contained herein, shall be assignable by RPC to any one of the following organization:

- (a) Any successor corporation to THE ROSLYN PRESERVATION CORPORATION.
- (b) The Board of Trustees of the Roslyn Landmark Society or the successor organization.
- (c) The Historic District Board of the Incorporated Village of Roslyn.

Any such assignment shall be exercisable only by written instrument duly executed in form suitable for recording and shall become enforceable only upon such recording.

IN WITNESS WHEREOF, *Roger Gerry* has/have caused this instrument to be executed this 15th day of December, 1992.

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Roger Gerry
Signature of Present Owners - Roger Gerry
Floyd Lyon - Floyd Lyon

SCHEDULE A

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, County of Nassau and State of New York, bounded and described as follows:

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