

#35

TS- 116363

DECLARATION OF PRESERVATION COVENANTS AND RESTRICTIONS

VALENTINE-LOSEE HOUSE
117 EAST BROADWAY
ROSLYN

January 19, 1998
(date)

WITNESSETH

WHEREAS, PEGGY N. GERRY, as the owner of certain real property, commonly known as 117 East Broadway, Roslyn, New York, Section 7, Block 106, Lot 1191, and as the Valentine-Losee House 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"),

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

7
106
1191

GROUNDS AND LANDSCAPE

1. There shall be no major changes to the general landscape plan without the prior consent of RPC. Annuals or perennial plants may be added or removed and trees and shrubs may be added or replaced. The driveway design shall not be removed or altered without the approval of Roslyn Preservation Corporation.

EXTERIOR OF THE PREMISES

2. 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.

3. 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 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.

4. 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.

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

6. 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.

7. 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

8. 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 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 marbled 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

9. 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

10. 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.

INSPECTION

11. 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

12. 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, an

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

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

- (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, PEGGY N. GERRY has executed this instrument this 19 day of January, 1997.

Peggy N. Gerry

PEGGY N. GERRY, Owner

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

On this 19 day of January, 1997, before me personally appeared HUYLER C. HELD, to me known and known to me to be the individual mentioned and described in and who executed the foregoing instrument as and for PEGGY N. GERRY pursuant to a Power Of Attorney dated June 22, 1995 and recorded in the office of the Clerk of Nassau County on 3/3/97 in Liber 10753, op. 328, and he duly acknowledged to me that he executed the same on behalf of Peggy N. Gerry.

Huyler C. Held
Notary Public

HUYLER C. HELD
Notary Public, State of New York
No. 31-1745225
Qualified in New York County
Commission Expires February 28, 1998

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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, Town of North Hempstead, County of Nassau, New York, more fully described as follows:

BEGINNING at a stake in the easterly side of East Broadway, which stake is at the southwest corner of land now or formerly of Browne;

RUNNING THENCE South 84 degrees 55 minutes 00 seconds east a distance of 82.00 feet;

THENCE South 75 degrees 14 minutes 00 seconds east a distance of 227.00 feet, both of the last mentioned courses being along the southerly boundary of land now or formerly of Browne;

THENCE South 06 degrees 55 minutes 20 seconds west a distance of 29.85 feet;

THENCE South 87 degrees 11 minutes 00 seconds west a distance of 100.00 feet;

THENCE South 06 degrees 55 minutes 20 seconds west a distance of 100.00 feet to the northerly side of Davis Lane as shown on the Map of Jamie Lane filed 1/27/87 as Case No. 9203;

THENCE South 87 degrees 11 minutes 00 seconds west along Davis Lane, 15.21 feet;

THENCE North 06 degrees 55 minutes 20 seconds east, 45.00 feet;

THENCE North 41 degrees 09 minutes 00 seconds west 70.39 feet;

THENCE South 87 degrees 11 minutes 0 seconds west 120.00 feet to the easterly side of East Broadway;

THENCE along the easterly side of East Broadway, the following 2 courses and distances:

- 1) North 08 degrees 11 minutes 00 seconds west a distance of 31.29 feet;
- 2) North 03 degrees 54 minutes 00 seconds west, a distance of 77.13 feet to the point or place of BEGINNING.

Recd & Return to
THEODORE S. WICKERSHAM
C/O SPYER & CO. INCORPORATED
245 PARK AVENUE
NEW YORK, NY 10167

STATE OF NEW YORK
COUNTY OF NASSAU
COUNTY CLERK'S OFFICE } SS:

I, **KAREN V. MURPHY**, County Clerk of the County of Nassau and the Supreme and County Courts, Courts of Record therof,

DO HEREBY CERTIFY, that I have compared the annexed with the original.

Record of Deed

FILED AND RECORDED in my office on February 17th, 1999 - In Liber 11020 page 353
and that the same is a true transcript thereof and of the whole of such original.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said County at Mineola, N.Y. this 14th day of April, 1999

Karen V. Murphy
County Clerk