

Schedule "A"

Amendment of Preservation Covenants and Restrictions

Whereas a Declaration of Preservation Covenants and Restrictions were filed by the Roslyn Landmark Society, having its principle place of business at 36 Main Street, Roslyn, New York (herein the Declarant), as owners of the Real Property commonly known as 130 Mott Avenue, Roslyn, New York, Section: 0006, Block: 00024, Lot 00317 and as the Henry Western Eastman Cottage; and Said Declaration was filed in the office of the Clerk of the County of Nassau on 07/12/2013 at Liber/Book D12965, Page 274 to 280.

Now Therefore the Declarant desires to amend the restrictions as follows: "Nothing contained in the Restrictions shall be deemed to prohibit the existence, replacement or installation of any utility transmission line/cable from the street to the premises to provide utility service, electric service, cable service, telephone service, television service, internet service or any future technological communication or internet service, to the dwelling. Additionally nothing in the covenant shall prohibit the Lease of the entire premises."

In the event any such utility lines or cables are installed or replaced same shall be in full conformance with all municipal building codes and regulations existing at the time.

This amendment shall run with the land, benefit and bind the owner and all other persons and parties claiming through the owners 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.

In witness whereof Franklin Hill Persell has /have caused this instrument to be executed this \_\_\_\_\_ day of December, 2013.

Franklin Hill Persell

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(Within New York State)

STATE OF NEW YORK }

COUNTY OF NASSAU } ss.:

On the \_\_\_\_\_ day of December, in the year 2013, before me, the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

IRA S. EZRATTY  
Notary Public, State of New York  
Qualified in Nassau County  
No. 02EZ6266242  
My Commission Expires July 23, 2016

[Signature]



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In witness whereof Franklin Hill Perrell has /have caused this instrument to be executed this 12<sup>th</sup> day of December, 2013.

Franklin Hill Perrell

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

(Within New York State)

STATE OF NEW YORK }

COUNTY OF NASSAU } ss.:

On the 12<sup>th</sup> day of December, in the year 2013, before me, the undersigned personally appeared FRANKLIN HILL PERRELL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

IRA S. EZRATTY  
Notary Public, State of New York  
Qualified in Nassau County  
No. 02EZ6266242  
My Commission Expires July 23, 2016

[Signature]



\_\_\_\_\_  
(Date)

WHEREAS, The Roslyn Landmark Society, as the owners of certain real property, commonly know as 130 Mott Ave., Roslyn, N.Y.

\_\_\_\_\_  
(Section, Lot and Block Number), and as the Henry Western Eastman Cottage, referred to hereafter as the  
\_\_\_\_\_  
(Resident)

Particularly bounded and described as follow:

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 State of New York, being more particularly bounded and described as follows:

(Insert metes and bounds description)



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

WHEREAS, the owners desire to assign the right to enforce the Preservation Covenants and Restrictions herein imposed to the Roslyn Landmark Society, a not-for-profit corporation, existing under the laws of the State of New York and having its principal place of business at 36 Main Street, Roslyn, New York, 11576 (hereinafter referred to as RLS),

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 here by 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 RLS, it's 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)

the drawings and specifications of the new Residence meet with the approval of RLS or it's 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 Residence and 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 purpose from any sources available to him.

### INSPECTION

10. RLS may inspect the Residence and 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 owners. The right of inspection shall be assignable by RLS as hereinafter provided. The failure of RLS 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 Landmark Society 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, RLS 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 RLS, 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



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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 RLS 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, \_\_\_\_\_ has/have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Present Owner