

8625-00868

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 7th day of August, nineteen hundred and eighty-six
BETWEEN

17: Samuel Dugan House, 149 Main Street, Roslyn

ANN BLUM, residing at
148 Main Street, Roslyn, New York 11576

party of the first part, and

MILLIAM G. LEO and SARA S. LEO, his wife,
1 Toms Point Lane, Apt. 1-J
Port Washington, New York 11050

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN and 00/100-----dollars,
lawful money of the United States, 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, bounded and described as follows:

BEGINNING at the northeast corner of the parcel herein described, on the west
side of Main Street at the intersection of the southerly line of land formerly
of Sarah Wood, with the westerly side of Main Street; and running from said
point of beginning southerly along the westerly side of Main Street South 26
Degrees 34 Minutes 30 Seconds East 50.68 feet; thence Westerly South 67 Degrees
15 Minutes 30 Seconds West 376.80 feet to land formerly of Warnock; thence
Northerly along said land formerly of Warnock the following three courses and
distances: North 18 Degrees 32 Minutes 00 Seconds East 9.43 feet; North 20
Degrees 58 Minutes 20 Seconds East 25.31 feet; North 25 Degrees 46 Minutes 10
Seconds East 38.04 feet to a monument at the southwesterly corner of land form-
erly of Sarah Wood; thence Easterly along the southerly line of said land form-
erly of Sarah Wood North 67 Degrees 15 Minutes 30 Seconds East 321.16 feet to
the Westerly side of Main Street, at the point or place of BEGINNING.

The said premises commonly known as 148 Main Street, Roslyn, New York and being
known and designated as Section 7, block F on the Land and Tax Map of Nassau
County.

Premises herein not subject to a credit line mortgage.
The Grantor herein is the same person as the Grantee under deed dated June 22,
1965 recorded June 25, 1965 in Liber 739, CP 483.

AND the party of the first part hereby covenants, agrees and declares to and with
the party of the second part for the purpose of preserving the existing architec-
tural character and detail of the residence and use of the premises conveyed here-
under which lie within the Historic District of the Incorporated Village of Roslyn
that the following Preservation Covenants and Restrictions, which shall be enforce-
able by the Roslyn Preservation Corporation, a not-for-profit corporation, exist-
ing under the laws of the State of New York and having its principal place of busi-
ness at 105 Main Street, Roslyn, New York 11576 (hereinafter referred to as "RPC"),
shall run with the land and every part of it and bind the party of the second part
and all other persons and parties claiming through the party of the second part
and enure to the benefit of the said RPC and its assigns and to bind and also
enure to the benefit of and limitation upon all future owners of said property
and for the benefit of and limitation upon all present and future owners of prop-
erty within and residents within the Historic District of the Incorporated Village
of Roslyn, New York.

TAX MAP
DESIGNATION

Dist 3

Sec 7

Block F

Lot(s) 727

NASSAU

727

F

7

7

7

7

7

7

7

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 "Residence". 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 of cable television 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.
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 resale or lease.

INTERIOR

7. No alteration shall be made to the interior woodwork of the house, including but not limited to, dados, cornices, mantelpieces, panelling, doors and door casings, windows and window casings, moldings, both wood and plastic, stair rails and bannisters, 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 woodgrain 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.

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 house meet with the approval of RPC or its assigns, which approval shall not be reasonably 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 purposes from any sources available to him.

INSPECTION

10. RPC 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 owner. This 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

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11. 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 a violation may be cured.

* Continued Below

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.

ASSIGNMENT

12. 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, INC., or its successor organization.
- (c) The Historic District Board of the Incorporated Village of Roslyn.

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 foreshad.

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:

James K. Wadsworth

Ann Blum

ANN BLUM

STATE OF NEW YORK, COUNTY OF *Nassau*
On the 7th day of August 19 86, before me
personally came

ANN BLUM

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
she executed the same.

[Signature]

CYNTHIA RECHTMAN
NOTARY PUBLIC, State of New York
No. 4613187, Nassau County
Term Expires March 20, 1988

11/21/10/7

STATE OF NEW YORK, COUNTY OF
On the day of 19 , before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF
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 corpora-
tion, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF
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.

Regrain and Sale Deed
WITHOUT COVENANT AGAINST GRANTOR'S ACTS
TITLE NO. 86-05-00868

ANN BLUM

TO

WILLIAM G. LEO and SARA S. LEO

ACTION 7
PLAN F
LOT 727
COUNTY OR TOWN Town of N. Hempstead
STREET ADDRESS County of Nassau
148 Main Street
TAX BILLING ADDRESS Roslyn, New York

Recorded At Request of The Title Guarantee Company

RETURN BY MAIL TO:

Robert H. Brodrick, Esq.
Messrs. Moran & Brodrick
300 Garden City Plaza
Garden City, New York

By No. 11530



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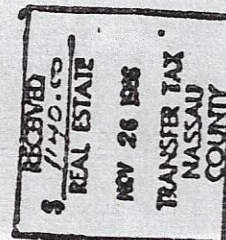
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