

Williams-Wood-Wilson House  
150 Main Street  
Catherine T. Giliberti

Williams Wood Wilson House

12-21-98

DECLARATION OF PRESERVATION COVENANTS  
AND RESTRICTIONS

December 21, 1998

(date)

WITNESSETH

WHEREAS, CATHERINE T. GILIBERTI, as the owner of certain real property, commonly known as 150 Main Street, Roslyn, New York, Section 7, Block F, Lot 733, and as the Wilson Williams House (Years 1770 & 1825) and referred to hereafter as the "Premises", and being more particularly bounded and described on Schedule A, attached hereto,

WHEREAS, the owner desires to reaffirm certain existing Preservation Covenants and Restrictions on the use of the Premises for the purpose of preserving the existing architectural character and detail of the Premises, and restricting future development thereon, and to impose certain additional covenants and restrictions thereon.

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 current its principal place of business at 355 Bryant Avenue, Roslyn Harbor, New York 11576 (hereinafter referred to as "RPC"),

WHEREAS, RPC (then known as Roslyn Preservation, Inc.) reserved certain covenants, conditions, limitations, restrictions and easements in the deed of the Premises dated September 8, 1966 from it to Donald P. and Ethel Burkhart, which deed was recorded on or about September 13, 1966 in Liber 7574 cp. 410.

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:

EXTERIOR

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

\* Original indenture dated Sept. 8, 1966 with then owners  
Donald P. Burkhart (hus + wife).

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.

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. Except for a detached garage for one or two cars, at such location and in such design as shall be approved by RPC, no accessory buildings or sheds, either permanent or temporary in nature, shall be erected or placed on the Premises, 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.

7. The Premises shall not be subdivided or partitioned for resale or lease, and the owner specifically relinquishes the right to subdivide and develop as provided in the deed from Roslyn Preservation, Inc. recorded in Liber 7574, cp. 410.

#### INTERIOR

8. No alteration shall be made to the interior woodwork of the Premises, including but not limited to: dadoes, cornices, mantelpieces, paneling, 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

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, 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

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.

14. Except as specifically amended herein, the Covenants, Conditions, Limitations, Restrictions and Easements set forth in the deed from Roslyn Preservation, Inc. to Donald P. and Ethel Burkhart recorded in the office of the Clerk of Nassau County, NY, on or about September 13, 1966 in Liber 7574, cp. 410, shall remain in full force and effect, and the owner expressly reaffirms the same.

IN WITNESS WHEREOF, CATHERINE T. GILIBERTI has executed this instrument this 21 day of Dec. 1998.

*Catherine T. Gilberti*  
CATHERINE T. GILIBERTI, Owner

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

On this 21 day of December, 1998, before me personally appeared CATHERINE T. GILIBERTI, to me known and known to me to be the individual mentioned and described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same.

*Alfred J. Hans*  
Notary Public

ALFRED J. HANS  
Notary Public, State of New York  
No. 4806372  
Qualified in Nassau County  
Commission Expires Sept. 30, 2000