

#1 Eastman-Hicks-Maximo

DECLARATION OF PRESERVATION COVENANTS AND RESTRICTIONS

DECLARATION OF PRESERVATION COVENANTS AND RESTRICTIONS made this 1st day of May, 1985, by 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 (herein referred to as "RPC").

W I T N E S S E T H I

WHEREAS, RPC is the owner of certain real property, commonly known as 17 Hicks Street, Roslyn, New York 11576, and the STEPHEN SPEEDING TENANT HOUSE (ca. 1890) erected on the premises, referred to hereafter as the "Residence", and being more particularly bounded and described as follows:

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

BEGINNING at a corner formed by the intersection of the new southerly line of Mott Avenue (Mott Street) and the westerly side of Hicks Street; RUNNING THENCE south 7 degrees 35 minutes west along the westerly side of Hicks Street, 19.17 feet; THENCE north 81 degrees 28 minutes west, 50 feet; THENCE south 7 degrees 35 minutes west, 40 feet; THENCE north 81 degrees 28 minutes west, 50 feet; THENCE south 80 degrees 26 minutes west, 76.53 feet; THENCE north 7 degrees 22 minutes 30 seconds east, 29.60 feet to the new southerly side of Mott Avenue; THENCE RUNNING along the new southerly side of Mott Avenue, the following three courses and distances: (1) Easterly along the arc of a curve bearing to the right having a radius of 376 feet, for a distance of 75.71 feet; (2) North 79 degrees 00 minutes east, 57.59 feet; (3) South 81 degrees 27 minutes east, 49.68 feet to the corner, the point of BEGINNING, and

WHEREAS, RPC 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 Residence which lies within the Historic District of the Incorporated Village of Roslyn.

WHEREFORE, the following Preservation Covenants and Restrictions, which shall run with the land and bind the owner and

17 Hicks ST.
Roslyn, N.Y.

REC 9639 PAGE 304

17 Hicks St.
Roslyn, N.Y.
Section 6, Block 27

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 in the walls of the premises. No air conditioning units, of the room conditioning type, shall be installed in the windows of the west or north sides of the premises.

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.

6. The premises shall not be used for any purpose other than as a single-family residence. The premises shall not be subdivided 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, mantel-pieces, panelling, doors and door casings, windows and window casings,

REC 9639 PAGE 305

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; 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; 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 it 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 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 in a manner satisfactory to RPC. Nothing herein shall prohibit the 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

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 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 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 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.

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

IN WITNESS WHEREOF, THE ROSLYN PRESERVATION CORPORATION has caused this instrument to be executed and its corporate seal to be herein affixed by its duly authorized officer.

THE ROSLYN PRESERVATION CORPORATION

By 
ROGER C. GERRY, President

REC 8639 FILE 307