

#10

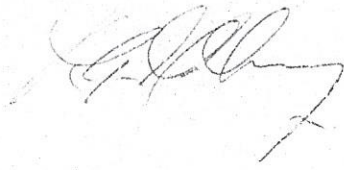
188 MAIN STREET, ROSLYN

COVENANTS, CONDITIONS, LIMITATIONS, RESTRICTIONS AND EASEMENTS

PREMISES: 188 Main Street, Roslyn, New York
DATED: March , 1975
SELLER: ROSLYN PRESERVATION CORPORATION
PURCHASERS: THEODORE HAMMEN AND HELEN MARIE
HAMMEN, HIS WIFE

The Seller does hereby make the following declaration as to the conditions, limitations, restrictions and use to which the aforesaid described property (the residence known as the "JAMES SEXTON HOUSE" situate thereon) and any future additions, may be put.

The aforesaid property and residence is subject to the following declaration, covenants, conditions, limitations, restrictions and easements which shall constitute covenants, conditions, etc., to run with all of the aforesaid property and residence and shall be binding upon the Purchaser and all other persons and parties claiming through the Purchaser and for the benefit of and limitation upon all future owners of said property and residents and for the benefit of all present and future owners of property and residents within the Main Street Historic District, the same being designed for the purpose of assuring the preservation of the JAMES SEXTON HOUSE which was built circa 1845 and which was relocated by the Seller from its original site on East Broadway in the Village of Roslyn, which said residence has been carefully restored by the Seller and all original architectural



SEC 7 BULK F. LOT 734

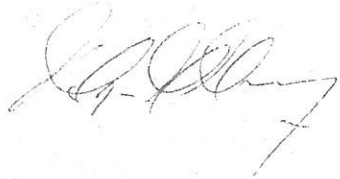
details duplicated and replaced in order to achieve authenticity and to assure to as great a degree as possible the existing architectural character and detail of said residence to the end that said residence which now lies in the Main Street Historic District, which District has been recognized and included in the National Register of Historic Sites by the United States National Park Service, and in the Special Historic District of the Incorporated Village of Roslyn shall be added to significantly by the relocation and preservation of the JAMES SEXTON HOUSE, and the Historic District itself preserved and maintained.

EXTERIOR OF HOUSE

1. No exterior alteration, including fencing addition or external structure or erection of any external structure of any kind or nature, including the changing of the present exterior paint colors, shall be undertaken by the Purchaser and all other persons and parties claiming through the Purchaser. None of the foregoing shall be allowed without the prior written consent of the Seller or its assigns as hereinafter provided.

2. No visible air-conditioning unit of any type shall be installed in the South and East walls and windows of the house; however, air-conditioners of the room air-conditioning type may be installed into the North or West walls and windows provided that the said windows are not altered or disturbed.

3. The Seller shall provide wooden-framed window screens of the traditional type: all future replacement screens shall be of the same type. If storm sash is to be installed by the



Purchaser or by any other person or party claiming through the Purchaser they shall be the traditional wood-framed type utilizing a horizontally placed dividing bar. Alternatively, traditional twelve-light wood-framed storm sash shall be fitted in which event the sash divisions shall conform to the division of the present six-over-six window sashes.

INTERIOR OF THE HOUSE

1. No alterations, additions or interior structure or the interior fabric of the house including its molding and trim shall be undertaken by the Purchaser and all other persons and parties claiming through the Purchaser and the same shall not be allowable without the prior written consent of the Seller or its assigns as hereinafter provided.

2. If at any future time the antique lighting fixtures are removed from their present location, other than temporarily for repairs, they shall be returned to the Seller or its assigns without charge.

If the Seller is dissolved and is no longer in existence and has no assigns, the written consent and approval which is required by the foregoing limitations and restrictions shall be granted by the Board of Trustees of the Roslyn Landmark Society or if this group is not in existence by the Historic District Board of the Incorporated Village of Roslyn.

The Seller represents and covenants that the Seller, its assigns or any successor from whom written consent and approval must first be obtained shall not unreasonably withhold



said written consent and approval provided the Purchaser comply with the foregoing numbered restrictions, limitations and conditions.

The Seller grants all of its right, if any, to the use of the name JAMES SEXTON which may be used by the Purchaser and the Seller expressly consents to the use of said name by the Purchaser.

A handwritten signature in cursive script, appearing to read "J. Sexton", is written in the center of the page.