

198 Main St. Roslyn

DECLARATION OF PRESERVATION COVENANTS AND RESTRICTIONS made this 10th day of July, 1981 by MARY ANN BRANDL and ELIZABETH BRANDL, residing at 198 Main Street, Roslyn, New York 11576 (herein referred to as the "Grantors").

WITNESSETH:

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WHEREAS, the Grantors are the owners of certain real property, commonly known as 198 Main Street, Roslyn, New York 11576 and the JAMES SMITH - DANIEL HEGEMAN HOUSE (ca. 1845) 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, County of Nassau and State of New York, and being bounded and described as follows:

BEGINNING at a point on the westerly side of Main Street, where the same is intersected by the northerly line of land now or formerly of S. E. Kirby and running thence from said point of beginning along the northerly line of lands now or formerly of S. E. Kirby, South 59 degrees 31 minutes 00 seconds West, 148.50 feet to other lands now or formerly of Kirby; thence along other lands now or formerly of Kirby, North 24 degrees 38 minutes 00 seconds West, 75.25 feet; thence North 59 degrees 31 minutes 00 seconds East, 145.55 feet to the westerly side of Main Street; thence along the westerly side of Main Street, the following two courses and distances: 1) South 26 degrees 51 minutes 00 seconds East, 70.11 feet, 2) along the arc of a curve to the left having a radius of 354.89 feet, a distance of 4.90 feet to the point or place of BEGINNING: and being commonly known as 198 Main Street, Roslyn, New York.

WHEREAS, the Grantors 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 is located within the Historic District of the Incorporated Village of Roslyn and the Main Street Historic District as recognized and registered with the National Register of Historic Places of the National Park Service of the United States.

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 restriction upon all future owners of said property and for the benefit and restriction of all present and future owners of property and residents within the Historic Village of Roslyn, and for the benefit of 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), who shall have the right of enforcement.

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 the RPC.

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2. No visible air-conditioning units of any type shall be installed in the North and East walls or windows of the Residence; however, air-conditioners of the room air-conditioning type may be installed in the South and West windows, provided the presently existing windows and frames are not altered or disturbed.

3. All future replacement screens and storm sashes shall be of the traditional window frame type, utilizing either a single horizontally placed dividing bar or such division as shall conform to the existing window sashes.

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 Residence 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 alterations or additions to the interior structure or fabric of the Residence, including, but not limited to its molding and trim, shall be undertaken without the prior written consent of RPC, its assigns or successors, as hereinafter provided. For the purposes of this provision, "alteration" shall not be construed to mean interior painting, wallpapering, rewiring, replacement of plumbing and replacement of glass.

8. The antique lighting fixtures, presently located in the first and second floor hallways and in the dining room, shall remain in their present location, to be removed only for necessary servicing and repair. In the event that the owner of the property desires to permanently remove the antique lighting fixtures, RPC shall be notified in writing and the fixtures removed and returned to RPC at the owner's cost and expense.

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, in the sole determination of the owner of said premises, 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

10. The 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.

INSPECTION

11. 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

12. 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. Notwithstanding anything to the contrary herein contained, a violation of a covenant shall not result in a right of reentry, forfeiture or reversion of title to the grantors, nor to the Roslyn Preservation Corporation or any successor thereof.

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, 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 form suitable for recording and shall become enforceable only upon such recording.

IN WITNESS WHEREOF, the Grantors have duly executed
this instrument the day and year first above written.

Mary Ann Brandl
MARY ANN BRANDL, Grantor

Elizabeth Brandl
ELIZABETH BRANDL, Grantor

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

On the 10th day of July, 1981, before me personally
came MARY ANN BRANDL and ELIZABETH BRANDL to me known to be the
individuals described in and who executed the foregoing instru-
ment, and acknowledged that they executed the same.

Faith D. Schwartz
Notary Public

FAITH D. SCHWARTZ
Notary Public, State of New York
No. 30-8871370
Qualified in Nassau County
Commission Expires March 30, 1982