

WITNESSETH

WHEREAS, the Roslyn Preservation corporation, as the owner of certain real property, commonly known as 219 Main Street, Roslyn, New York, Section 7, Block F, Lot 743, hereinafter referred to as the residence, and the same being more particularly bounded and described as follows:

All that certain plot, place 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, being more particularly bounded as follows:

7 - F 743

SEE SCHEDULE "A" ANNEXED

Land Owners Abstract Corp.
260 NORTH BROADWAY
HICKSVILLE, NY 11801
(516) 822-1234

Schedule A Description

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 point on the westerly side of Main Street where the southerly line of land now or formerly of W.S. Wilkey intersects the westerly side of Main Street;

RUNNING THENCE along the westerly side of Main Street, the following six courses and distances:

1) South 31 degrees 35 minutes 30 seconds east 50 feet; 2) south 36 degrees 31 minutes 00 seconds east, 19.50 feet; 3) south 40 degrees 27 minutes 40 seconds east 22.70 feet; 4) south 42 degrees 51 minutes 50 seconds east 21.80 feet; 5) south 45 degrees 17 minutes 10 seconds east 31.30 feet; 6) south 47 degrees 47 minutes 10 seconds east 14.97 feet to the land now or formerly of Nickelson;

THENCE RUNNING along the last mentioned land south 41 degrees 57 minutes 30 seconds west 92.99 feet to land now or formerly of Jerome McNamara;

THENCE RUNNING north 42 degrees 9 minutes 00 seconds west along the aforesaid land of Jerome McNamara;

THENCE RUNNING north 42 degrees 9 minutes 00 seconds west along the aforesaid land of Jerome McNamara 190.84 feet to land now or formerly of W.S. Wilkey;

THENCE along the aforesaid land of W.S. Wilkey north 60 degrees 13 minutes 00 seconds east 103.18 feet to the westerly side of Main Street, the point or place of BEGINNING.

WHEREAS, the Owner 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, and

WHEREAS, the Owner (hereinafter, at times, referred to as "RPC") is a not-for-profit corporation, existing under and by virtue of the laws of the State of New York and having its principal place of business at 355 Bryant Avenue, Roslyn, New York 11576,

WHEREFORE, the following Preservation Covenants and Restrictions, which shall run with the land and bind the owner and all other persons, entities 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 residents and owners of property within the Historic village of Roslyn, are hereby declared:

EXTERIOR OF THE PREMISES

1. No exterior alteration of or addition to the premises, including 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 the 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 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 existing window openings in such a manner that they do not

project outside the window sash toward the exterior of the premises.

3. No above-grade, outdoor utility transmission lines of cable television transmission, except those now existing, may be placed or replaced on the premises. No television or radio antenna, satellite dish or any other device or mechanism intended for the purpose of transmitting or receiving television, radio or telecommunication signals shall be affixed to the exterior of the premises or upon the grounds of the premises without the prior written consent of RPC, its assigns or successors.

4. No portion of the premises shall be moved from its present location unless such moving is required by taking by eminent domain or other Federal, State or local regulatory body or regulation.

5. No additional buildings, sheds or other structures, either permanent or temporary in nature, shall be erected or placed on the premises without the prior written consent of RPC, its assigns or successors.

6. The premises shall not be used for any purpose other than as a residence. The premises shall not be sub-divided for resale or lease.

INTERIOR

7. No structural alteration shall be made to the interior of the premises without the prior written consent of RPC, its assigns or successors.

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 (provided the premises was fully and properly insured), then the then owner in such cases may either decline to build or restore the

premises, of if he or she elects to rebuild or restore may use other materials and designs, provided the drawings and specifications of the new residence meet with the approval of RPC or its assigns, which approval shall not be unreasonably withheld.

MAINTENANCE OF THE PREMISES

9. The then Owner of the premises 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, appearances, workmanship and environment thereof. Nothing herein shall prohibit the owner from seeking financial assistance of the foregoing purposes for any sources as are available to said owner.

INSPECTION

10. RPC may inspect the residence and the premises annually (or at more frequent intervals where there is clear evidence of a possible violation of these Preservation Covenants and Restrictions) 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, or deemed, 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 hereinafter provided by law, RPC, its successors or assigns, may, in writing by personal delivery and/or certified or registered mail, 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 must 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, its successors or assigns, in writing by personal delivery and/or certified or registered mail, and if the parties cannot agree, either party shall have the right to submit the matter to the Historic District Board of the Incorporated Village of Roslyn and/or the Board of Zoning Appeals of the Incorporated Village of Roslyn for hearing and decision. Thereafter, if either party feel 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:

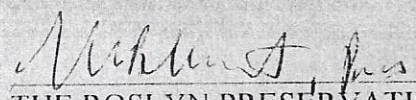
(a) Any successor corporation or entity to THE ROSLYN PRESERVATION CORPORATION.

(b) The Board of Trustees of the Roslyn Landmark Society or its successors and/or assigns.

(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.

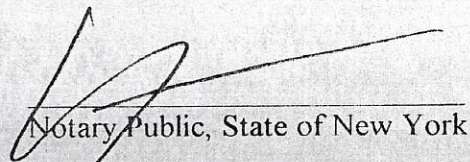
IN WITNESS WHEREOF, THE ROSLYN PRESERVATION CORPORATION has caused this instrument to be executed this 11th of February, 1998.



THE ROSLYN PRESERVATION
CORPORATION by Millard Prisant,
President

STATE OF NEW YORK, COUNTY OF NASSAU ss.

On the 11th day of February, 1998, before me personally came Millard Prisant to me known, who, being by me duly sworn, did depose and say that he resides at No.355 Bryant Avenue, Roslyn, New York 11576 that he is the President of THE ROSLYN PRESERVATION CORPORATION, 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 corporation, and that he signed his name thereto by like order.



Notary Public, State of New York

ROBERT J. FINN
Notary Public, State of New York
No. 01F14781022
Qualified in Suffolk County
Commission Expires Jan. 31, 2000

Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: Decl Restrctns

Control No: 199902010793

ROSLYN PRESERVATION CORP

Recorded: 2/01/1999
At: 11:32:51 AM
In Liber: 11015
Of: Deed Book
From Page: 0098
Through Page: 0106

Refers to Liber: 00000
Of:
Page: 0000

Location:	Section:	Block:	Lot:	Unit:
N. Hempstead (2822)	00000007	0000F-00	00743	

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$.00

Received The Following Fees For Above Instrument

	Exempt		Exempt
Recording \$	42.00 NO		
St.Fee/Cty \$.25 NO	State Fee \$	4.75 NO

Fees
Paid: \$ 47.00

THIS PAGE IS A PART OF THE INSTRUMENT

ERD001

Karen V. Murphy
County Clerk, Nassau County



199902010793

