

17th November 1986
(date)

WITNESSETH

WHEREAS, PEGGY GERRY and ROGER GERRY, as the owners of certain real property, commonly known as 221-B Main Street, Roslyn, New York, Section 7, Block F, Lot 746, and as the Wallace Kirby Office, ca. 1860, referred to hereafter as the "Kirby Office", and 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 at Roslyn, Town of North Hempstead, County of Nassau and State of New York, being more particularly 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 Nickolson and running thence South 41 degrees, 57 minutes, 30 seconds, West 92.99 feet to the point or place of beginning;

RUNNING THENCE still along the northerly line of lands now or formerly of Nickolson South 41 degrees, 57 minutes, 30 seconds, West 44.31 feet to the easterly line of land now or formerly of Neier;

RUNNING THENCE along the easterly line of land now or formerly of Neier North 42 degrees, 09 minutes, 00 seconds, West 205.05 feet to the southerly line of land now or formerly of W. S. Wilkey;

THENCE along the southerly line of land now or formerly of W.S. Wilkey North 60 degrees, 13 minutes, 00 seconds, East 45.12 feet;

THENCE south 42 degrees, 09 minutes, 00 seconds, East 190.84 feet to the point or place of BEGINNING.

TOGETHER with the right from time to time to come upon, and to install, maintain and repair over or under, the adjoining parcel now owned by the Seller, electric, telephone, television and other utility lines and cables. The foregoing right shall be and constitute an easement that will run with the land, and may be exercised by Purchasers (including their successors and assigns) and third parties for the benefit of Purchasers.

Handed over to Post Office vs. C
Section 7 Block F Lot 746 + ease

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WHEREAS, the owners 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 Kirby Office which lies within the Historic District of the Incorporated Village of Roslyn, and with the "Main Street Historic District", The National Register of Historic Places.

WHEREAS, the owners desire 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 its principal place of business at 105 Main Street, Roslyn, New York 11576 (hereinafter referred to as "RPC"),

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 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 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 the existing window openings in such a manner that they do not project outside the window sash toward the exterior of the residence.

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. 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 private library and study. The premises shall not be subdivided for resale or lease.

INTERIOR

7. No alteration shall be made to the interior woodwork of the premises, including but not limited to: dadoses, cornices, mantelpieces, panelling, 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 woodgrain or marbled surface;

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wallpapering, 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

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 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

9. Owner agrees to assume the total cost of continued maintenance, repair and administration of the building and 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 from any sources available to him.

INSPECTION

10. RPC may inspect the Kirby Office 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. 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

11. The owners hereby assign 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

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 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.

IN WITNESS WHEREOF, PEGGY GERRY and ROGER GERRY, have caused this instrument to be executed this 17th day of November, 1986.

MAUREEN A. FITZGERALD
NOTARY PUBLIC, State of New York
No. 4064017
Qualified in Nassau County
Commission Expires 1/88

Maureen Fitzgerald

NASSAU
Co.

Peggy Gerry

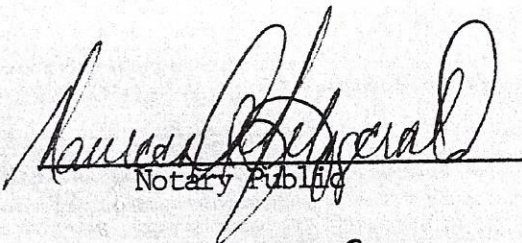
PEGGY GERRY, Owner

Roger Gerry

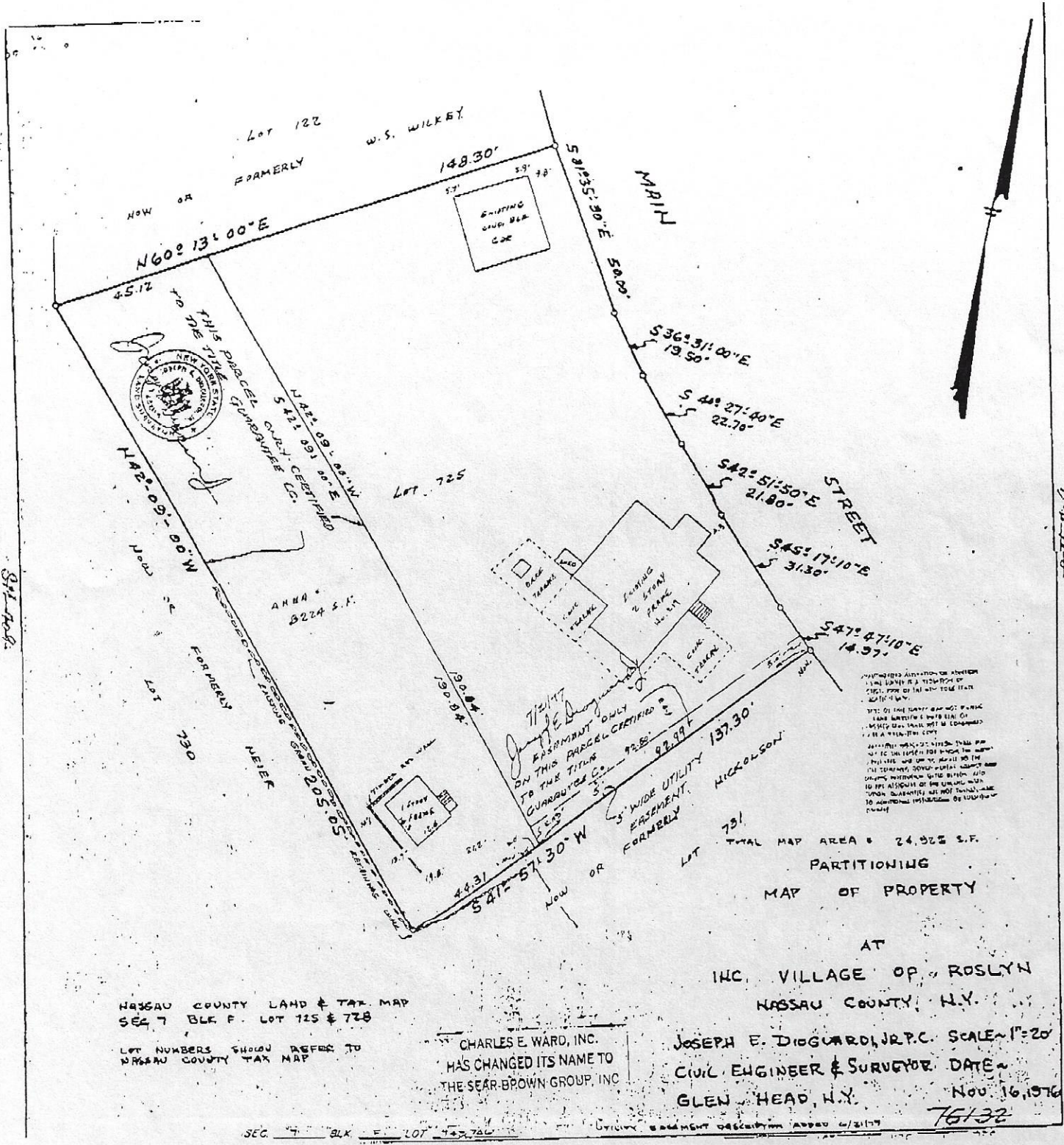
ROGER GERRY, Owner

STATE OF NEW YORK)
) NOTARY PUBLIC No. 400,007 New York
COUNTY OF NASSAU) SS.: Qualified in Nassau County
) Commission Expires 11/88

On this 17th day of November, 1986, before me personally appeared PEGGY GERRY and ROGER GERRY, to me known and known to me to be the individuals mentioned and described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same.


Notary Public

MAUREEN A. FITZGERALD



NASSAU COUNTY LAND & TAX MAP
SEC 7 BLK F LOT 725 & 726

LOT NUMBERS SHOULD REFER TO
NASSAU COUNTY TAX MAP

CHARLES E. WARD, INC.
HAS CHANGED ITS NAME TO
THE SEAR-BROWN GROUP, INC

JOSEPH E. DIOGUARDI, JR. P.C. SCALE 1"=20'
CIVIL ENGINEER & SURVEYOR DATE
GLEN HEAD, N.Y. Nov 16, 1976
76132

SEC. 7 BLK. F LOT 725 & 726