

# 25. CAPT. JACOB MOTT KIRBY STOREHOUSE  
225 MAIN ST., ROSLYN

011951

DECLARATION OF PRESERVATION, COVENANTS AND RESTRICTIONS  
made this 6th day of December, 1991, by THE ROSLYN PRESERVATION  
CORPORATION, a not-for-profit corporation, existing under the laws  
of the State of New York, having its principal place of business  
105 Main Street, Roslyn, New York 11576 (hereinafter referred to as  
"RPC").

WHEREAS, RPC as the owner of certain real property,  
commonly known as 225 Main Street, Roslyn, New York Section 7,  
Lot B, Block 547, and as the Captain Jacob Mott Kirby Storehouse  
(ca. 1840) referred to hereafter as the Residence and more  
particularly bounded and described as follows:

ALL that certain plot, place or parcel of land, 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 the corner formed by the intersection  
of the northwesterly side of East Broadway and the  
northeasterly side of Main Street;

RUNNING thence along the northeasterly side of  
Main Street the following 2 courses and distances:

1. North 47 degrees 12 minutes 48 seconds west  
81.75 feet;
2. North 39 degrees 52 minutes 35 seconds west  
59.00 feet;

THENCE north 42 degrees 02 minutes 00 seconds  
east 45.00 feet;

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THENCE south 47 degrees 58 minutes 00 seconds east  
55.00 feet;

THENCE south 8 degrees 09 minutes 06 seconds east  
24.45 feet;

THENCE south 56 degrees 22 minutes 00 seconds east  
60.00 feet to the northwesterly side of East  
Broadway;

THENCE running south 33 degrees 38 minutes 00 seconds  
west along the northwesterly side of East Broadway  
48.00 feet to the point or place of BEGINNING.

Section 7 Block B Lot 547.

WHEREAS, the owners desire to impose Preservation provisions, Covenants and Restrictions on the use of the premises for the purpose of preserving the existing architectural character and detail of the Captain Jacob Mott Kirby Storehouse which lies within the Historic District of the Incorporated Village of Roslyn; and

WHEREAS, the Kirby Storehouse has had virtually no alterations during the 20th century. When acquired by the Roslyn Preservation Corporation it had never been equipped with electricity, gas service, central heating or plumbing. It has been restored to its appearance circa 1855, when it was first divided into rooms. Almost all of the original interior walls with their original gray paint have survived and have been repaired, where necessary, to match the original. The kitchen was restored to its appearance of about 1880, by which date it had been sheathed with wainscot and plaster. Much of the original kitchen wainscot and two early kitchen cupboards have survived. The Kirby Storehouse

without permission of Roslyn Preservation Corporation. Similarly, the driveway design and accessory buildings shall not be removed or altered without the approval of Roslyn Preservation Corporation. Nothing contained herein shall prohibit owner from screening in and installing lighting in the Roslyn Northbound Passenger Shelter for purposes of use as a summer house. The design shall be subject to review and approval by RPC.

EXTERIOR OF THE PREMISES

2. 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.

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 additional 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 existing accessory buildings, especially the Kirby Privy (ca. 1880) and the Roslyn Northbound Passenger Shelter (ca. 1915) 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 residence. The premises shall not be sub-divided for resale or lease.

#### INTERIOR

7. No alteration shall be made to the interior woodwork of the premises, including but not limited to: Sheathing and wallpaper, doors and door casings, windows and window casings, mouldings, stairways and stairwalls, or any interior paint work without the written permission of RPC. For the purposes of this provision "Alteration" shall not be construed to mean interior rewiring; replacement of plumbing or replacement of glass. Period hardware and lighting devices may be removed for cleaning or repair but, if replaced, are to be donated to the Roslyn Preservation Corporation.

#### 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 residence 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. 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 residence and promises 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

DECLARATION OF PRESERVATION COVENANTS  
AND RESTRICTIONS

225 Main Street, Roslyn, New York

*Indeeds*

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RECORD AND RETURN TO:  
MORAN & BRODRICK, ESQS.  
300 Garden City Plaza  
Garden City, New York 11530

APR 13 1992

RECEIVED  
HAROLD W. MCCONNELL  
NASSAU COUNTY CLERK

91 DEC 10 AM 10:43

SUBJECT TO APPROVAL

HAROLD W. MCCONNELL  
NASSAU COUNTY CLERK

(13)

RECORDED BY  
CO.

2691-1811  
Sec 7  
B.K.B

*Declaration of Preservation Covenants and Restrictions*