

DECLARATION OF PRESERVATION COVENANTS AND RESTRICTIONS

DECLARATION OF PRESERVATION COVENANTS AND RESTRICTIONS, made this <sup>27<sup>TH</sup></sup> day of November, 1991, by DONALD J. KAVANAGH, JR., (herein referred to as the "owner").

W I T N E S S E T H :

WHEREAS, DONALD J. KAVANAGH, JR. is the owner of certain real property, commonly known as 244 East Broadway, Roslyn, New York 11576, and the KIRBY/SAMMIS HOUSE (ca. 1860/1958) and garage erected on the premises, collectively 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, Town of North Hempstead, County of Nassau, State of New York, being more particularly bounded and described as follows:

BEGINNING at a point on the northwesterly side of East Broadway distant 48 feet northeasterly as measured along same from the corner formed by the intersection of the northeasterly side of Main Street and the Northwesterly side of East Broadway; RUNNING THENCE north 56 degrees 22 minutes 00 seconds west 60 feet; THENCE north 08 degrees 09 minutes 06 seconds west 24.45 feet; THENCE north 47 degrees 58 minutes 00 seconds west 55 feet; THENCE north 42 degrees 02 minutes 00 seconds east 70.40 feet; THENCE south 52 degrees 08 minutes 00 seconds east 120.75 feet to the northwesterly side of East Broadway; THENCE south 33 degrees 38 minutes 00 seconds west along the northwesterly side of East Broadway 87 feet to the point or place of BEGINNING.

SAID PREMISES being and intended to be the same premises known as and by Section 7, Block B, Lot 546 on the Nassau County Land and Tax Map.

Recorded for...  
Block B  
546  
7 B  
FEB 4 1992  
Shantz



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 desires that The Roslyn Preservation Corporation, a Non-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 "RPC") enforce the Preservation Covenants and Restrictions imposed herein.

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 in the walls of the premises. No air conditioning units, of the room conditioning type, shall be installed in the windows of the east and south sides of the premises, except that the owner may install a room air conditioning unit in the southeast window of the second-floor bedroom, provided the unit is installed in a manner so as not to protrude beyond the window or interfere with its operation.

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.

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

#### INTERIOR

7. No alteration shall be made to the interior woodwork of the house, including but not limited to, dadoes, cornices, mantelpieces, panelling, doors and door casings, windows and window casings, moldings, both wood and plastic, 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 surface; 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; re-wiring; 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 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

9. 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 in a manner satisfactory to RPC. Nothing herein shall prohibit the owner from seeking financial assistance for the foregoing purposes from any sources available to him.



### INSPECTION

10. 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

11. The owner hereby assigns the right to enforce compliance with any Covenant, Stipulation or Restriction herein, to The Roslyn Preservation Corporation. In the event of a violation, 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;

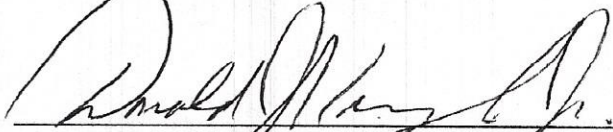
(b) The Board of Trustees of THE ROSLYN LANDMARK SOCIETY, INC., or its successor organization;

(c) The Historic District Board of the Incorporated Village of Roslyn.

Any such assignment shall be exercisable only by written instrument duly executed in a form suitable for recording and shall become enforceable only upon such recording.



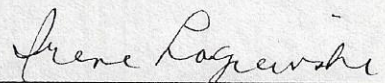
IN WITNESS WHEREOF, DONALD J. KAVANAGH, JR., has executed this instrument the day and year above first written.

  
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DONALD J. KAVANAGH, JR.

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

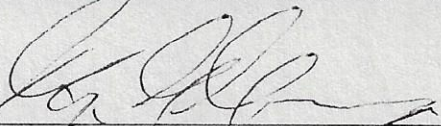
On this 27<sup>TH</sup> day of November, 1991, before me personally appeared DONALD J. KAVANAGH, JR., to me known and known to me to be the individual mentioned and described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

**IRENE LAGIEWSKI**  
Notary Public, State of New York  
No. 30-4000142  
Qualified in Nassau County  
Commission Expires Sept. 30, 1993

  
\_\_\_\_\_  
Notary Public

IN WITNESS OF ITS ACCEPTANCE OF THE RIGHT OF ENFORCEMENT OF THE FOREGOING PRESERVATION COVENANTS AND RESTRICTIONS, THE ROSLYN PRESERVATION CORPORATION HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AND ITS CORPORATE SEAL TO BE HEREIN AFFIXED BY ITS DULY AUTHORIZED OFFICER.

THE ROSLYN PRESERVATION CORPORATION

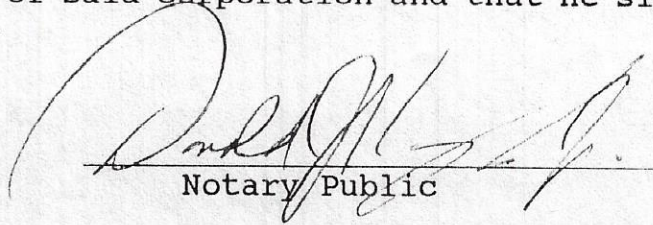
By:   
\_\_\_\_\_  
ROGER G. GERRY



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

On the 27<sup>th</sup> day of November, 1991, before me personally came ROGER G. GERRY, to me known, who, being by me duly sworn, deposes and says:

That he resides at 105 Main Street, Roslyn, New York; 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 said 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

DONALD J. KAVANAGH JR  
Notary Public, State of New York  
No. 30-4783571  
Qualified in Nassau County  
Commission Expires ~~Oct. 31, 1992~~

8/6/92