

30 Glen Ave, Roslyn

9 Thos. P. Howard House - 30 Glen Ave, Roslyn

TT
1840.00

Form 8007* 1-85 8M -Mortgage and Sale Deed, with Covenant against Grantor's Acts—Individual or Corporation.
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made the 16th day of June , nineteen hundred and eighty seven
BETWEEN

HALM INSTRUMENT CO. INC.
180 Glen Head Road
Glen Head, New York 11545

party of the first part, and
DIANE MARGARITIS & JOHN E. DURKIN, JR., as tenants in common, residing at
23 Bryant Avenue
Roslyn, New York

party of the second part,
WITNESSETH, that the party of the first part, in consideration of
TEN DOLLARS and other good and valuable consideration dollars,
lawful money of the United States, paid
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the

SEE SCHEDULE "A"
SUBJECT TO: SCHEDULE "B"

TAX MAP
DESIGNATION

Dist.
Sec. 7
Blk. F
Lot(s) 749, 750, 751 & 754

AUG 19 1988

749 750 751 754
A D F
REC-3-1007

This conveyance has been made with the unanimous
consent in writing of all the stockholders of the party
of the first part.

DEED 9935 PAGE 391

SCHEDULE "B"

SUBJECT to the following covenants, conditions, limitations and restrictions, which shall run with the Land and bind the Purchasers, their heirs and assigns and all future owners thereof for the benefit of the Sellers and the survivor of them, and their assigns or successors as hereinafter provided, the same being designed for the purpose of supervising the restoration and assuring the preservation of the O. W. POLK ITZ II HOUSE (ca. 1880) and the garage presently erected on the premises, collectively referred to as "the Residence," to preserve to as great a degree as possible the architectural character and detail of said residence, to the end that the said Residence, which is located in both the Main Street Historic District as recognized and registered with the National Register of Historic Places of the National Parks Service of the United States and the Special Historic District of the Incorporated Village of Roslyn, shall be added to significantly by such preservation.

EXTERIOR OF THE RESIDENCE

(1.) No exterior alteration or addition of any kind or nature to the house or garage shall be undertaken nor shall either structure be demolished or removed, nor shall any exterior paint colors be applied, nor shall any external structure be erected without prior written consent of the Sellers, their assigns or successors as hereinafter provided.

(2.) No visible air-conditioning unit of any type shall be installed in the North and East walls or windows of the

DEED 9935 PAGE 395

house; however, air-conditioners of the room air-conditioning type may be installed into the South and West windows provided that the presently existing windows or frames are not altered or disturbed.

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

GUTTERS

(4.) Any rain gutters which may be added to the house shall be of the semi-circular metal type gutters.

INTERIOR OF THE RESIDENCE

(5.) No alterations or additions to the interior structure or fabric of the two adjoining rooms on the eastern side of the middle floor of the house, including but not limited to their moulding and trim, shall be undertaken without the prior written consent of the Sellers, their assigns, or successors as hereinafter provided.

PRIOR WRITTEN APPROVAL

(6.) Prior to the undertaking of any work covered under Sections (1.) through (5.) above, all plans and specifications for such work must be submitted in writing to the Sellers, their assigns or successors as hereinafter provided, for their approval at least 60 days prior to the commencement of any such work.

RECORDING

(7.) The right to enforce the covenants, conditions, limitations and restrictions contained in above Sections (1.) through (6.), pertaining to the said Residence, shall be assignable by the Sellers to only one of the following organizations: (a.) The Roslyn Preservation Corporation or its successor corporation; (b.) The Board of Trustees of The Roslyn Landmark Society, Inc. or its successor corporation; or (c.) The Historic District Board of the Village of Roslyn. Any such assignment shall be exercisable only by a written instrument duly executed in a form suitable for recording and shall become enforceable only upon such recording.

If the Sellers shall both have died without having assigned their rights as hereinabove provided, such rights shall inure to the benefit of and be enforceable by The Roslyn Preservation Corporation or its successor corporation; or, if such corporation shall not then be in existence, to the Board of Trustees of The Roslyn Landmark Society, Inc. or its successor corporation, or, if such Board or successor corporation shall also not then be in existence, to the Historic District Board of the Village of Roslyn. If, however, none of the above entities shall then be in existence, the said covenants, conditions, limitations and restrictions contained in Sections (1.) through (6.) hereof shall be deemed extinguished, and shall be of no further force or effect.

The Sellers further represent and covenant for themselves, their assigns or successors as herein provided that

any consent required of them or their said assigns or successors herein, by the Purchasers or their heirs assigns or any future owners, shall not be unreasonably withheld.

The premises hereby conveyed are part of the same premises described in the deed to the parties of the first part herein by deed from Paul F. Emmanuel and Sharon Emmanuel dated 12/23/86, recorded 12/31/86 in Liber 9780 cp 396, the same premises being commonly known as 30 Glen Avenue, Roslyn, New York.

LEGIBILITY
POOR FOR
MICROFILM

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

HALM INSTRUMENT CO. INC.

By Floyd A. Lyon Pres.



DEED 9935 PAGE 399