

17th
(date) ~~19~~ November 1976

#22

WITNESSETH

WHEREAS, PEGGY GERRY and ROGER GERRY, as the owners of certain real property, commonly known as 36 Main Street, Roslyn, New York, Section 7, Block F, Lot 26, and as the George Allen Tenant House, 1836 and ca. 1845, referred to hereinafter as the "Tenant House", 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 said Main Street distant 307.89 feet southerly from the corner formed by the intersection of the westerly side of Main Street with the southerly side of North Hempstead Turnpike (now Northern Boulevard);

THENCE South 18 degrees 15 minutes 30 seconds east along said westerly side of Main Street, a distance of 82.33 feet;

THENCE South 70 degrees 15 minutes 30 seconds west along land late of Lewis H. West, a distance of 76 feet to a point;

THENCE still along land of said West, North 0 degrees 20 minutes 20 seconds west, a distance of 5.33 feet to a point;

THENCE South 68 degrees 01 minutes west still along land of said West, a distance of 21.50 feet to a point;

THENCE North 9 degrees 58 minutes west still along land of said West, a distance of 75.83 feet;

THENCE North 68 degrees 05 minutes east 84.90 feet to the westerly side of Main Street at the point or place of BEGINNING;

BEING the same premises described in Deed to the party of the first part herein from Arthur F. Henbest and Jessie C. Henbest, his wife, dated 11/8/57, recorded 11/8/57 in Liber 6297 cp 100; and also

BEING commonly known as 36 Main Street, Roslyn, New York.

Handwritten notes: C, 72, F, 26, 7

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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 existing accessory buildings, especially the "Locust Hill Utility House", ca. 1855, 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 an office building. The premises shall not be subdivided for resale.

INTERIOR

7. No alteration shall be made to the interior woodwork of the premises, including but not limited to: dadoes, 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; wall-papering, 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 Tenant House 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 Tenant House 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.

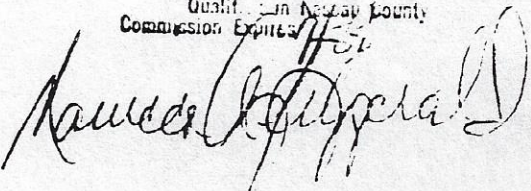
(b) The Board of Trustees of the Roslyn Landmark Society or the successor organization.

(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, _____, have caused this instrument to be executed this _____ day of November, 1986.

MAUREEN A. FITZGERALD
NOTARY PUBLIC, State of New York
No. 422017
Qualif. in Nassau County
Commission Expires _____



PEGGY GERRY, Owner

ROGER GERRY, Owner

STATE OF NEW YORK)
) SS.:
COUNTY OF NASSAU)
) **LAUREEN A. FITZGERALD**
) NOTARY PUBLIC, State of New York
) Qual. Exp. Nassau County
) Commission Expires **7/88**

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



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RECORDED
RECORDED
NOV 25 12 24 PM '86
HAROLD H. MCCONNELL
COUNTY CLERK
SHERIFF

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NOV 25 1986

IN Deeds

X 00764

Record and return to

**Robert H. Brodrick Esq.
Moran & Brodrick
Suite 414
300 Garden City Plaza
Garden City, N.Y. 11530**

DEED 9770 PAGE 558