

Record & Return to
Roger Thomas, Esq.
Call Realty Corporation
11 Commerce Dr.
Cranford NJ 07016

WITNESSETH

Sec 7
Block B
Lot 555

WHEREAS, Floyd A. Lyon, as the owner of certain real property, commonly known as 65 Main Street, Roslyn, New York, Section 7, Lot 555, Block B, and as the (House Name and Date), referred to hereafter as the Residence, 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:

(SEE SCHEDULE A ANNEXED HERETO AND BY THIS REFERENCED INCORPORATED HEREIN)

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 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 Residence, including the changing or exterior paint colors, shall be undertaken nor shall any portion of the Residence 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 Residence on the front or sides. "Thru-the-wall" type room air conditioning units may be installed in the existing window openings.

3. 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 Residence.

4. No portion of the Residence 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 Residence without prior written consent of RPC, its assigns or successors, as hereinafter provided.

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

CONDEMNATION AND CASUALTY

7. If the Residence 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 Residence, or if he or she elects to rebuild or restore, may use other materials and designs, provided the drawings and specifications of the new residence meet with the approval of RPC or its assigns, which approval shall not be unreasonably withheld.

MAINTENANCE OF THE PREMISES

8. Owner agrees to assume the total cost of continued maintenance, repair and administration of the residence and the Residence 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

9. RPC may inspect the residence and Residence 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

10. The owner hereby assigns 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 hereinafter 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.

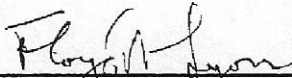
ASSIGNMENT

11. The right to enforce the Preservation Covenants and Restrictions contained herein, shall be assignable by RPC to any one of the following organization:

- (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, Floyd A. Lyon has caused this instrument to be executed as of this 5th day of ~~September~~ ^{December}, 1994.



Floyd A. Lyon

1
Title No. ~~N-7673N~~

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Section 7 Block B on the Land and Tax Map of Nassau County, in the Incorporated Village of North Hempstead, County of Nassau and State of New York, being bounded and described as follows:

BEGINNING at a point on the easterly side of Main Street distant 185.53 feet northerly from the corner formed by the intersection of the northerly side of Paper Mill Road with the easterly side of Main Street;

RUNNING THENCE along the easterly side of Main Street the following two courses and distances:

- (1) on a curve bearing to the left, having a radius of 1011.51 feet a distance along said curve of 37 feet;
- (2) north 27 degrees 30 minutes 38 seconds west 58.49 feet to the land or formerly of Goldberg and Boguski,

THENCE north 73 degrees 29 minutes 22 seconds east along the last mentioned land 266.10 feet to a monument at Town of North Hempstead Park Lands;

THENCE south 4 degrees 05 minutes 10 seconds east 101.82 feet;

THENCE south 75 degrees 04 minutes 30 seconds west 144.48 feet;

THENCE north 88 degrees 31 minutes 20 seconds west 34.93 feet;

THENCE south 62 degrees 39 minutes 22 seconds west 50 feet (deed) 49.85 feet (actual) to the easterly side of Main Street, at the point or place of BEGINNING.

EXCEPTING therefrom that portion that was sold to Peggy and Roger Gerry by deed in liber 10159 page 738 described as follows:

CONTINUED

ALL that certain plot, piece 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 easterly side of Main Street distant 239.53 feet northerly from the corner formed by the intersection of the northerly side of Paper Mill Road with the easterly side of Main Street;

RUNNING THENCE along the easterly side of Main Street north 27 degrees 30 minutes 38 seconds west 42.49 feet to land now or formerly of Goldberg and Boguski,

THENCE along said land north 73 degrees 29 minutes 22 seconds east 266.10 feet to a monument at Town of North Hempstead Park Lands;

THENCE along said lands south 4 degrees 05 minutes 10 seconds east 50.91 feet;

THENCE along Lot 555 in Block B of Section 7, Nassau County Tax Map, the following three courses and distances:

- (1) south 75 degrees 04 minutes 30 seconds west 136.29 feet;
- (2) north 88 degrees 31 minutes 20 seconds west 51.40 feet;
- (3) south 62 degrees 50 minutes 47 seconds west 63.00 feet to the easterly side of Main Street, to the point or place of BEGINNING.

Containing 11,038 square feet.

TOGETHER with an easement for ingress and egress over and thru the southerly portion of Lot 555, which easement is described as follows:

BEGINNING at a point on the southerly line of Lot 555 distant 23.20 feet westerly from the Town Park Lands, when measured along the southerly line of Lot 555;

RUNNING THENCE along said southerly line south 75 degrees 04 minutes 30 seconds west 28.80 feet;

CONTINUED

THENCE north 14 degrees 55 minutes 30 seconds west 30.00 feet;

THENCE 15.71 feet along the arc of a curve to the left whose radius is 10.0 feet;

THENCE south 75 degrees 04 minutes 30 seconds west 64.71 feet;

THENCE north 14 degrees 55 minutes 30 seconds west 10.0 feet to a point on the southerly line of the first described parcel;

THENCE along said line north 75 degrees 04 minutes 30 seconds east 103.51 feet;

THENCE south 14 degrees 55 minutes 30 seconds west 50.00 feet to the point or place of BEGINNING.

(A)
Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE



#13 HENRY EASTMAN LAW OFFICE

65 MAIN ST.

Type of Instrument: Decl Restrctns

Control No: 199412301380

FLOYD
LYON

A

Recorded: 12/30/1994
At: 2:46:04 PM
In Liber: 10502
Of: Deed Book
From Page: 0488
Through Page: 0495

Refers to Liber: 00000
Of:
Page: 0000

Location:	Section:	Block:	Lot:	Unit:
N. Hempstead (2822)	00000007	0000B-00	00555	

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$.00

Received Following Fees For Above Instrument

		Exempt			Exempt
Recording	\$	39.00	NO	State Fee	\$ 4.75 NO
				St.Fee/Cty	\$.25 NO

Fees
Paid: \$ 44.00

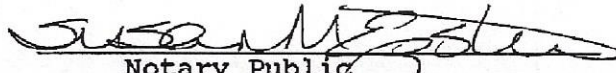
THIS PAGE IS A PART OF THE INSTRUMENT

KSC001

Karen V. Murphy
County Clerk, Nassau County

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

On the 5th day of December, 1994, before me personally came
Floyd A. Lyon to me known to be the individual described in and
who executed the foregoing instrument, and acknowledged that he
executed the same.


Notary Public

SUSAN M. EPSTEIN
Notary Public, State of New York
No. 01EP4812268
Qualified in Nassau County *96*
Commission Expires October 31, 1996