

DECLARATION OF PRESERVATION COVENANTS AND RESTRICTIONS

DECLARATION OF PRESERVATION COVENANTS AND RESTRICTIONS made this 29th day of August, 1985, by 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 (herein referred to as "RPC").

W I T N E S S E T H :

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WHEREAS, RPC is the owner of certain real property, commonly known as No. 7 West Shore Road, Flower Hill, Roslyn, New York 11576, and the FREDERICK EASTMAN CARRIAGE HOUSE (ca. 1875) erected on the premises together with a cottage and garage, referred to hereafter collectively 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 Village of Flower Hill, formerly at Roslyn, in the Town of North Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the Westerly side of West Shore Road (formerly known as the Road from Roslyn to Barrow Beach) where the same is intersected by the southerly line of land formerly of George W. Denton; RUNNING THENCE North 78 degrees 43 minutes 40 seconds West along the land formerly of George W. Denton 263.07 feet to the Easterly side of the land now or formerly of H. H. Anderson; THENCE South 4 degrees 38 minutes 40 seconds East along said last mentioned land 88.34 feet to the Northerly line of land now or formerly of Frederick C. Davis; THENCE South 78 degrees 43 minutes 40 seconds East along said land now or formerly of Frederick C. Davis 239.56 feet to the Westerly side of West Shore Road; THENCE along the Westerly side of West Shore Road the following 2 courses and distances: (1) North 06 degrees 01 minutes 43 seconds East 6.47 feet; (2) North 03 degrees 05 minutes West 81.00 feet to the point or place of BEGINNING.

SECTION - 6 - BLOCK 76 LOT 50  
AS SHOWN ON NASSAU LAND & TAX MAP.

Lettered for West Shore  
Book 6 Block 76  
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WHEREAS, RPC 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.

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 or south sides 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 residence.

4. No portion of the premises shall be moved from its present location unless such moving is required by taking by eminent domain.

*Change*  
*demolish*  
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, dados, cornices, mantel-pieces, panelling, doors and door casings, windows and window casings, moldings, both wood and plastic, stair rails and bannisters, without the written permission of RPC, which permission shall not be unreasonably withheld. 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; 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 it 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 assignee, 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 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. 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 the Board of Zoning Appeals of the Village of Roslyn~~. Thereafter, if either party feels aggrieved, the matter may be submitted to a court of competent jurisdiction for judicial review. Notwithstanding anything to the contrary herein contained, a violation of a covenant shall not result in a right of reentry, forfeiture or reversion of title to the grantor, nor to RPC or any successor thereof.

RIGHT OF FIRST REFUSAL

12. RPC shall have, and hereby is granted, a right of first refusal (the "right of first refusal") to purchase the Residence upon the terms and conditions herein set forth:

(a) In the event the owner of the Residence ("Owner") shall receive a bona fide offer (the "Offer") for the purchase of the Residence, which Offer the Owner shall be ready and willing to accept, he or she shall submit a copy of the Offer, in the form of a duly executed contract of sale subject to this right of first refusal, by certified or registered mail, return receipt requested;

(b) RPC shall have the absolute right to purchase the premises from the Owner by Offer to him or her on the same terms and conditions as those set forth in the Offer;

(c) RPC shall have fifteen (15) days from time of receipt of the Offer within which to notify the Owner of its intent to exercise the right of first refusal and purchase the Residence; and

(d) The notice of intent to exercise the right of first refusal shall be in writing and it shall be delivered in person or sent by certified or registered mail to the Owner or his representatives at the Residence or to such address as the Owner or his representatives may direct, and it shall be deemed effective as of the date of mailing or, if delivered in person, as of the date of delivery.



This right of first refusal shall be a continuous right and, by acceptance of this deed, the Owner covenants and warrants that in the event the premises were to be conveyed by him or her at a future date, such conveyance shall be made subject to this right of first refusal in RPC and that any deed executed in furtherance of such conveyance shall contain this right of first refusal and terms and conditions thereof as herein set forth. The right of first refusal may be waived, in writing, by RPC in advance of any sale.

ASSIGNMENT

13. The right to enforce the Preservation Covenants and Restrictions contained herein, shall be assignable by RPC to anyone of the following organizations:

- (a) Any successor corporation to THE ROSLYN PRESERVATION CORPORATION; and
- (b) The Board of Trustees of THE ROSLYN LANDMARK SOCIETY, INC., or its successor organization.

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, 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. BERRY, President

