

2/3/95
(date)

W I T N E S S E T H

g.
WHEREAS, Roger Gerry and Peggy Newbauer Gerry, his wife, as
(owner name)

the owners of certain real property, commonly known as 71 Mott
(address)

Avenue, Roslyn, New York 11576. Section 6; Block 54; Lot 417,
(Section, Lot and Block Number)

referred to hereafter as the Residence and being more particularly
(Residence, Building or Store)

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

WHEREAS, the owners desire 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, and

WHEREAS, the owners desire to assign the right to enforce the Preservation Covenants and Restrictions herein imposed to the Roslyn Preservation Corporation, a not-for-profit corporation,

DEED LIBRARY 10515

RECORDED
LIBER 10515

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 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:

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OFFICE OF ROSLYN

Grounds and Landscape

- i. There shall be no major changes to the general landscape plan without the prior consent of "RPC". Annuals or perennial plants may be added or removed and trees and shrubs may be added or replaced. The driveway design shall not be removed or altered without the approval of Roslyn Preservation Corporation.

Exterior of the Premises

- ii. 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.
- iii. 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.
- iv. No air conditioning units of the room conditioning type, shall be installed through the walls of the premises. No air conditioning units of the window type shall be installed in the window openings in such a manner that they protrude beyond the window sash. "Through-the-wall" type room air conditioning units may be installed in existing window openings in such a manner that they do not project outside the window sash toward the exterior of the residence. Storm windows shall be of wood construction or aluminum, but if aluminum units are used they are to be of the "Estate" style.
- v. No portion of the premises shall be moved from its present location unless such moving is required by taking by eminent domain.
- vi. No additional 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.
- vii. The premises shall not be used for any purpose other than as a residence. The premises shall not be sub-divided for re-sale or lease.

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Interior

- viii. No alteration shall be made to the interior stained and shellacked trim of the premises, including but not limited to: sheathing and wall-paper, doors and door-casings, windows and window-casings, moldings, stair-ways and stair-walls, baseboards, or any interior paint work without the written permission of "RPC". For the purposes of this provision, "Alteration" shall not be construed to mean interior re-wiring; replacement of plumbing; or replacement of glass. Period hardware, wash-stands, and lighting devices may be removed for cleaning or repair but, if not replaced, are to be donated to the Roslyn Preservation Corporation. The kitchen trim and cabinets shall not be altered without the permission of the Roslyn Preservation Corporation.

Condemnation and Casualty

- ix. 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 residence meet with the approval of "RPC" or its assigns, which approval shall not be unreasonably withheld.

Maintenance of the Premises

- x. 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. Nothing herein shall prohibit the owner from seeking financial assistance for the foregoing purposes from any sources available to him or her.

Inspection

- xi. "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. 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

- xii. 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 or she 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 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

- xiii. 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 a 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.

RECEIVED IN
THIS CONDITION

Title No. SP 10853-N

SCHEDULE A

PROPERTY

ALL that certain plot, piece or parcel of land, situate, lying and being in the Village of Roslyn, Town of North Hempstead, County of Nassau and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Old Northern Boulevard 152.37 feet westerly of the intersection of said northerly side of Old Northern Boulevard with the westerly side of Layton Street and running thence north 3 degrees 09 minutes 16 seconds east 95.98 feet to the point or place of beginning;

RUNNING THENCE from said point of beginning south 62 degrees 02 minutes 16 seconds west, 50.00 feet;

THENCE north 3 degrees 09 minutes 16 seconds east, 159.30 feet to the southerly side of Mott Avenue;

RUNNING THENCE along said southerly side of Mott Avenue north 62 degrees 02 minutes 16 seconds east, 50.00 feet;

THENCE south 3 degrees 09 minutes 16 seconds west, 159.30 feet to the point or place of BEGINNING.

The policy to be issued under this report will insure the title to such buildings and improvements erected on the premises which by law constitute real property.

FOR
CONVEYANCING
ONLY

TOGETHER with all the right, title and interest of the party of the first party, of, in and to the land lying in the street in front of and adjoining said premises.

Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

DEED LIBER 1995



#26

71 Mott Ave

Type of Instrument: Decl Restrctns

Recorded: 2/14/1995

Control No: 199502140278

At: 9:50:30 AM

ROGER G
GERRY

In Liber: 10515

Of: Deed Book

From Page: 0704

Through Page: 0711

TOWN OF NORTH HEMPSTEAD

Refers to Liber: 00000

Of:

Page: 0000

Location:	Section:	Block:	Lot:	Unit:
N. Hempstead (2822)	00000006	00054-00	00417	

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

Karen V. Murphy
County Clerk, Nassau County

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