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**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS AND RIGHTS**

contains, the Declarant does hereby impose upon the Premises the following covenants, restrictions and rights:

This Declaration made the 24TH day of May, 2002 by Alberta Bedell, who resides at 9 Layton Street, Roslyn, New York, 11576 hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, the Alberta Bedell is the owner of certain real property commonly known as 9 Layton Street, Roslyn, New York, which property is known and designated in the Land and Tax Maps of the County of Nassau as Section 6, Block 54, Lot 908 and is more particularly bounded and described on Schedule A hereto annexed;

WHEREAS, said property, which is located within the Historic District of the Incorporated Village of Roslyn, shall be hereinafter referred to as "the Premises", and

WHEREAS, the Declarant desires to impose Preservation Covenants and Restrictions on the use of the Premises for the purpose of preserving its existing architectural character and detail; and

WHEREAS, the Declarant further desires to grant the right to enforce the within Covenants, Restrictions and Rights 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 P.O. Box 167, Roslyn, New York 11576 (hereinafter referred to as "RPC"),
c/o 9 Layton Street
and

WHEREAS, the Declarant does wish to grant to the RPC a Right of First Refusal to purchase the Premises upon the Terms and Conditions hereinafter set forth,

NOW THEREFORE, in consideration of the foregoing and the Covenants herein contained, the Declarant does hereby impose upon the Premises the following covenants, restrictions and rights:

EXTERIOR OF THE PREMISES

1. No exterior alteration 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 the 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 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. "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 line or cable television transmission lines, except those now existing, may be placed on the premises. No television, radio antenna, satellite dish 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, or first approved by the Roslyn Preservation Corporation.

5. No accessory buildings, sheds, fences (existing or future) either permanent or temporary in nature, shall be erected, placed or maintained on the premises without prior written consent of RPC, its assigns or successors.

6. The premises shall not be used for any purpose other than as and for a residence. The Premises shall not be sub-divided for resale or lease.

INTERIOR

7. No alteration shall be made to the interior woodwork of the Premises, including but not limited to, dados, wainscoting, paneling, doors and door casings, windows and window casings, moldings, both wood and plaster, stair rails, banisters and stair enclosures, 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 wood grain or marbled surface; wallpapering, provided the paper does not cover woodwork, moldings or painted wood grain or marbled surfaces; plastering, provided the plastering does not cover the woodwork, molding, painted wood grain or marbled surfaces; re-wiring; replacement of plumbing; or replacement of broken or cracked window 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 case 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

9. Owner agrees to assume the total cost of continued maintenance, repair and administration of the Premises, including its residence yard and driveway areas so as to preserve the historically significant characteristics of the features, materials, appearance, workmanship and environment thereof. The owner, as part of this ongoing covenant to the preservation of the premises, shall not less frequently than annually, clean, repair and paint as needed the exterior of the premises, including all roofs, gutters, leaders and masonry. 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 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 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, Obligation, Restriction or Right provided 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.

RIGHT OF FIRST REFUSAL

2. In consideration of \$10.00 and other good and valuable consideration, ^{and her successors} Declarant do hereby grant to RPC a right of first refusal to purchase the Premises together with all other buildings of Declarant and the property upon which same are situated (the Premises) and which is known as 9 Layton Street, Roslyn, New York, and otherwise designated on the Land and Tax Maps of the County of Nassau as Section 6, Block 54, Lot 908. Said right of first refusal shall be exercised in the following manner:

^{or her successors} If Declarant decides to offer the Premises for sale, Bedell shall make an offer in writing to the RPC to sell Bedell's interest in the Premises at a designated gross price on specified terms. RPC shall have the right, within thirty (30) days after such offer is made, to accept such offer and such acceptance shall be in writing. In the event the RPC does not accept such offer within such thirty (30) day period, Bedell shall have the right to sell her interest in the Premises to any third party or parties, provided that the gross price of such sale is not less than the gross price set forth in the offer to sell to the RPC, that the terms of such sale are not more favorable than the terms set forth in the offer of sale to RPC and provided further, that such sale is made subject to the other terms of the within Declaration. Such right to sell to a third party shall continue for a period of one hundred eighty (180) days after the RPC's failure to exercise its right to purchase pursuant to the thirty (30) day notice given as provided herein.

ASSIGNMENT

SECTION 13. The right to enforce the Covenants, Restrictions and Rights 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.

The within Declaration of Covenants, Restrictions, Easements and Rights shall run with the land and be binding upon the Declarant, her heirs, successors and assigns.

IN WITNESS WHEREOF, Alberta Bedell has caused this instrument to be executed this 24th day of May, 2002.

Alberta Bedell
ALBERTA BEDELL

ASSIGNMENT AND RIGHT OF FIRST REFUSAL ACCEPTED AND AGREED UPON:

ROSLYN PRESERVATION CORPORATION

By: [Signature]
~~David~~ J. Kavanagh, Vice President
Donald

R. J. Hogan, Jr.
Law Offices of Hogan & Hogan
100 Forest Avenue
Roslyn, NY 11560

STATE OF NEW YORK
COUNTY OF NASSAU

SCHEDULE A

All the certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Roslyn, Town of North Hempstead, Section 6, Block 54, Lot 908, as described in deed liber 3610, page 25, recorded 6/25/48, Nassau County, New York and bounded and described as follows:

BEGINNING at a point on the westerly side of Layton Street distant one hundred (100) feet northerly from the corner formed by the intersection of North Hempstead Turnpike (Northern Boulevard) with said westerly side of Layton Street;

Running thence South $70^{\circ} 36'$ West a distance of one hundred (100) feet;

Running thence North $11^{\circ} 43'$ East a distance of fifty-seven and twenty-one hundredths (57.21) feet,

Running thence North $71^{\circ} 32' 50''$ East a distance of ninety-nine and four one-hundredths (99.04) feet to the westerly side of Layton Street;

Running thence South $11^{\circ} 43'$ West a distance of fifty-five and thirty-two one hundredths (55.32) feet along said westerly side of Layton Street to the point or place of beginning.

SAID premises being known by street address 9 Layton Street, Roslyn, New York 11576.

STATE OF NEW YORK

COUNTY OF NASSAU

On the 24 day of May in the year 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared ALBERTA BEDELL, personally known to me or provided to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, these individuals, or the person upon behalf of which the individuals acted, executed this instrument.

Warda L. Girgis
Notary Public

WARDA L. GIRGIS
Notary Public, State of New York
No. 4888531
Qualified in Nassau County
Commission Expires March 30, 2003

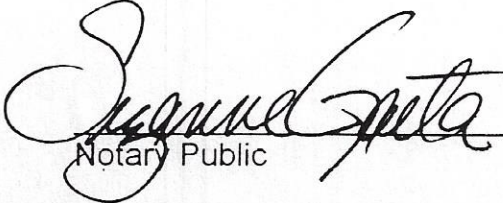
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H. T. Hogan, Jr.
Law Offices of Hogan & hogan
108 Forest Avenue
P.O. Box 447
Locust Valley, NY 11560

STATE OF NEW YORK

COUNTY OF NASSAU

On the 30th day of May in the year 2002 before me, the undersigned, a Notary Public in and for said State, personally appeared DONALD J. KAVANAGH, personally known to me or provided to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, these individuals, or the person upon behalf of which the individuals acted, executed this instrument.


Notary Public

SUZANNE M. GAETA
Notary Public, State of New York
No. 01GA6047202
Qualified in Nassau County
Commission Expires August 28, 2002