



Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: Decl Restrctns

Recorded: 11/16/1999

Control No: 199911160768

At: 11:19:11 AM

In Liber: 11134

RANDEE

Of: Deed Book

CRAMES

From Page: 0578

Through Page: 0584

PETER L SNEDEKER HOUSE

Refers to Liber: 00000

Of:

Page: 0000

Location:	Section:	Block:	Lot:	Unit:
N. Hempstead (2822)	00000006	00025-00	00038	

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$.00

Received The Following Fees For Above Instrument

		Exempt		Exempt
Recording \$	36.00	NO	State Fee \$	4.75 NO
St.Fee/Cty \$.25	NO		

Fees Paid: \$ 41.00

THIS PAGE IS A PART OF THE INSTRUMENT

TMS001

Karen V. Murphy
County Clerk, Nassau County



199911160768



142 N 9468
Record and Return
Donald J. Kavanaugh
45 Main St
Roslyn, N.Y. 11576

DECLARATION OF PRESERVATION COVENANTS
AND RESTRICTIONS

November 8, 1999

WITNESSETH

WHEREAS, RANDEE CRAMES ("Owner"), as owner of certain real property, commonly known as 1149 Old Northern Boulevard, Roslyn, New York 11576, Section 06, Block 25, Lot 38, and as the Peter L. Snedcker House (the "Premises" or the "Peter L. Snedeker House"), and being more particularly bounded and described on Schedule A, annexed hereto and made a part hereof,

WHEREAS, 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 said Premises, the Peter L. Snedeker House, and

WHEREAS, 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 36 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 Premises 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 the prior written consent of RPC, its successors or assigns, 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 lines or cable television transmission lines, except those now existing, may be placed on the Premises. No television or radio antenna, 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.
5. No accessory building or shed, either permanent or temporary in nature, shall be erected or placed on the Premises without the prior written consent of RPC, its successors or assigns, as hereinafter provided.
6. No alteration to the landscaping of the Premises or alteration to the grade contours shall be undertaken without the prior written consent of RPC, its successors or assigns, which consent

shall not be unreasonably withheld. In a similar manner, all fencing shall be subject to the provisions of these Covenants.

7. The Premises shall not be used for any purpose other than as a single-family Residence. The Premises shall not be sub-divided for resale or lease.

INTERIOR

8. No alteration shall be made to the following interior woodwork of the Premises: the mantelpiece, staircases, windows and window casings, without the prior written consent of RPC, its successors or assigns, which consent shall not be unreasonably withheld. For purposes of this provision, "alteration" shall not be construed to mean interior painting.

CONDEMNATION AND CASUALTY

9. 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 Peter I. Snedeker House meet with the prior written approval of RPC, its successors or assigns, which approval shall not be unreasonably withheld.

MAINTENANCE OF THE PREMISES

10. Owner agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the historically significant characteristics of the building elements, 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 or her.

INSPECTION

11. RPC shall have the right to inspect the Peter L. Snedeker 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

12. Owner hereby assigns the right to enforce the foregoing Preservation Covenants and Restrictions to the Roslyn Preservation Corporation, its successors or 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 within which such violation may be cured. In the event the owner contests the existence of a violation or the length of time within which to remedy it, he or she

shall notify RPC in writing within thirty (30) days, and if the parties cannot agree, either party shall have the right to submit the matter to the Historic District Board 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

13. The right to enforce the Preservation Covenants and Restrictions contained herein may be assigned 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 its successor organization.
- (c) The Historic District Board of the Incorporated Village of Roslyn.

Any such assignment shall be exercisable by written instrument executed in form suitable for recording and shall become enforceable upon such recording.

IN WITNESS WHEREOF, RANDEE CRAMES has caused this instrument to be executed this 8th day of November, 1999.


RANDEE CRAMES

Attest:

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 8th day of November in the year 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared RANDEE CRAMES, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, or that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

David J. Chagnas

1

NOTARY PUBLIC

7

2001

RECEIVED FOR
PUBLIC RECORDS

██████████
██████████
██████████
██████████

Nassau County Clerk
RECORDS OFFICE
RECORDING PAGE

Type of Instrument: Decl Restrctns

Control No: 199911160749

ROSLYN PRESERVATION CORP

PETER L SNEDEKER HOUSE

Recorded: 11/16/1999
At: 11:19:11 AM
In Liber: 11134
Of: Deed Book
From Page: 0570
Through Page: 0577

Refers to Liber: 00000
Of:
Page: 0000

Location:	Section:	Block:	Lot:	Unit:
N. Hempstead (2822)	00000006	00025-00	00038	

EXAMINED AND CHARGED AS FOLLOWS:

Consider Amt \$.00

Received The 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

TMS001

Karen V. Murphy
County Clerk, Nassau County



199911160749



142-N-9468

First American Title Insurance Company of New York

Record and Return
Donald J. Kavanaugh
45 Main ST
Roslyn, NY 11576

DECLARATION OF PRESERVATION COVENANTS
AND RESTRICTIONS

November 8, 1999

WITNESSETH

WHEREAS, The Roslyn Preservation Corporation ("Owner"), as owner of certain real property, commonly known as 1149 Old Northern Boulevard, Roslyn, New York 11576, Section 06, Block 25, Lot 30, and as the Peter L. Snedeker House (the "Premises" or the "Peter L. Snedeker House"), and being more particularly bounded and described on Schedule A, annexed hereto and made a part hereof,

WHEREAS, 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 said Premises, the Peter L. Snedeker House, and

WHEREAS, 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 36 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 Premises 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 the prior written consent of RPC, its successors or assigns, 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 lines or cable television transmission lines, except those now existing, may be placed on the Premises. No television or radio antenna, 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.
5. No accessory building or shed, either permanent or temporary in nature, shall be erected or placed on the Premises without the prior written consent of RPC, its successors or assigns, as hereinafter provided.
6. No alteration to the landscaping of the Premises or alteration to the grade contours shall be undertaken without the prior written consent of RPC, its successors or assigns, which consent shall not be unreasonably withheld. In a similar manner, all fencing shall be subject to the provisions of these Covenants.
7. The Premises shall not be used for any purpose other than as a single-family Residence. The Premises shall not be sub-divided for resale or lease.

INTERIOR

8. No alteration shall be made to the following interior woodwork of the Premises: the mantelpiece, staircases, windows and window casings, without the prior written consent of RPC, its successors or assigns, which consent shall not be unreasonably withheld. For purposes of this provision, "alteration" shall not be

construed to mean interior painting.

CONDEMNATION AND CASUALTY

9. 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 Peter L. Snedcker House meet with the prior written approval of RPC, its successors or assigns, which approval shall not be unreasonably withheld.

MAINTENANCE OF THE PREMISES

10. Owner agrees to assume the total cost of continued maintenance, repair and administration of the Premises so as to preserve the historically significant characteristics of the building elements, 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 or her.

INSPECTION

11. RPC shall have the right to inspect the Peter L. Snedeker 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

12. Owner hereby assigns the right to enforce the foregoing Preservation Covenants and Restrictions to the Roslyn Preservation Corporation, its successors or 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 within which such violation

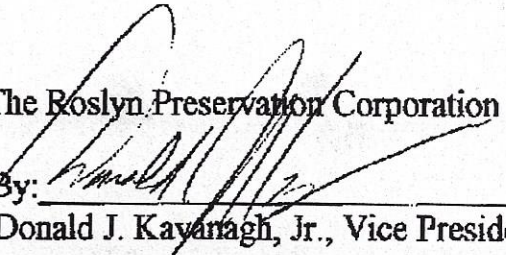
may be cured. In the event the owner contests the existence of a violation or the length of time within which to remedy it, he or she shall notify RPC in writing within thirty (30) days, and if the parties cannot agree, either party shall have the right to submit the matter to the Historic District Board 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

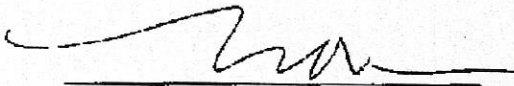
13. The right to enforce the Preservation Covenants and Restrictions contained herein may be assigned by RPC to any one of the following organizations:
- (a) Any successor corporation to The Roslyn Preservation Corporation.
 - (b) The Board of Trustees of the Roslyn Landmark Society or its successor organization.
 - (c) The Historic District Board of the Incorporated Village of Roslyn.
- Any such assignment shall be exercisable by written instrument executed in form suitable for recording and shall become enforceable upon such recording.

IN WITNESS WHEREOF, The Roslyn Preservation Corporation has caused this instrument to be executed this 7th day of November, 1999.

The Roslyn Preservation Corporation

By: 
Donald J. Kavanagh, Jr., Vice President

Attest:

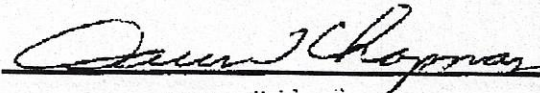


Lester D. Arstark, Director

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

On the 8th day of November in the year 1999 before me, the undersigned, a Notary Public in and for said State, personally appeared Donald J. Kavanagh, Jr., as Vice President of the Roslyn Preservation Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, or that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



DANIEL J. ...
NOTARY PUBLIC
COUNTY OF NASSAU
2001

NOV 11 1999
NOTARY PUBLIC