

DECLARATION OF RESTRICTIONS

57 WEST SHORE ROAD  
ROSLYN, NEW YORK

DECLARATION made and dated this 28th day of  
May, 1996, by STANLEY E. FISHER and JUDITH DUNN FISHER,  
hereinafter referred-to jointly as the FISHERS. *of 57 West Shore Road  
Roslyn, NY*

WHEREAS, the FISHERS are the owners of a  
certain parcel, with structures erected thereon, known  
and described as follows:

Sec:

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

Blk:

76

Lot:

3

BEGINNING at a point on the Westerly side of West Shore  
road, as widened distant 235.3 feet Northerly from the  
corner formed by the intersection of the Westerly side  
of West Shore Road as widened and the Northerly side of  
Northern Boulevard, said point also being the  
intersection of the Northerly side of land now or  
formerly of Frederick M. Eastman and the Southerly side  
of land about to be described;

RUNNING THENCE Northerly along the Westerly side of West  
Shore Road 291.9 feet to the land now or formerly of  
Joseph Hicks;

THENCE North 83 degrees 35 minutes West along said land  
314.29 feet to land now or formerly of Benjamin D. Hicks  
& Frederick M. Eastman;

THENCE South 9 degrees 30 minutes East along said land  
304.0 feet to land now or formerly of Frederick M.  
Eastman;

THENCE South 83 degrees 56 minutes East along said land  
263.07 feet to the Westerly side of West Shore Road, the  
point of place of BEGINNING;

EXCEPTING therefrom so much of the above described premises as was conveyed to the Roslyn Conservation Corp. by deed dated February 8, 1988, recorded May 24, 1988, in Liber 9911 Cp 550 said excepted parcel being designated on the Nassau County Land and Tax Map as and by Lot 62 in Section 6 Block 76; and

WHEREAS, the structure situate upon the aforesaid property is known as the George Washington Denton House (the GWD HOUSE), which shall be deemed to include its accessory structure known as the Ice House, and the same has an historic relationship to the community; and

WHEREAS, in the interest of historic preservation, the FISHERS desire to establish certain restrictions, conditions, covenants, charges and agreements between themselves and any purchasers hereinafter of such property;

NOW, THEREFORE, the FISHERS declare that the property hereinabove described shall be subject to the following restrictions, conditions, covenants, charges and agreements as hereinafter set forth, to wit:

FIRST: The subject property shall not be sub-divided into more than two lots, and such sub-division shall be permitted only subject to the provisions hereinafter set forth as follows:

A. There shall be no more than two structures upon the subject property in the event of any sub-division, one structure on each of the sub-divided parcels, and one of the two structures shall be the GWD HOUSE (with its accessory Ice House);

B. Any structure to be erected upon a parcel sub-divided from the subject property shall be "esthetically compatible" with the GWD HOUSE, in both style and setting, as solely and exclusively determined by the Flower Hill Landmarks Preservation Commission (the Commission);

C. Notwithstanding the removal or destruction of the GWD HOUSE by war, insurrection, fire, wind, storm, earthquake or any other act of God or man, the restrictions upon sub-division, and the two-building construction limitation herein set forth shall obtain;

D. Notwithstanding the future rezoning, if any, of the subject property to a classification other than residential, the restrictions upon sub-division, and the two-building construction limitation herein set forth shall obtain;

E. The term "structure" as used in this Declaration shall be construed to mean a building, together with its accessory buildings, if any;

F. In the event that the GWD HOUSE is moved and re-erected at another site, the property may be sub-divided in compliance with and according to the then existing Code of the village of Flower Hill;

G. The GWD HOUSE shall not be moved nor re-erected at another site unless the same shall have been approved by the Commission.

SECOND: The following interior aspects of the GWD HOUSE shall not be modified, altered, removed or destroyed:

A. The main entrance hall, including the entrance doors, wood paneling and the doors to adjacent rooms;

B. The fireplace mantles and hearths located on the first floor, in the South-east parlor (drawing room); in the South-west room with bay (dining room); in the North-east parlor (front living room); in the North-west parlor (rear living room);

C. The fireplace mantles and hearths located on the second floor, in the North-east bedroom (master bedroom); in the South-west bedroom (study);

D. Built-in cabinets and copper counter-top

with integral copper sink in the "Butler's Pantry," located adjacent to the dining room;

E. Main staircase, including banister and balustrade, extending from the first floor to the third floor;

F. Colonnade in the front living room;

G. Plaster arches at the bays, located in the rear living room, dining room and master bedroom;

H. Sliding "Pocket Door" with floor track, located between the front and rear living rooms;

I. Ceiling-edge moldings, located in the main entrance hall, drawing room, front living room, rear living room, dining room, master bedroom, study, second floor dressing room (west of and adjacent to the master bedroom) and second floor south-east bedroom;

J. Plaster ceiling medallions, located in the main entrance hall, drawing room, front living room and rear living room;

K. Yellow pine herringbone veneer flooring, located in the dining room;

THIRD: In the event of the sub-division of the subject property, the restrictions, conditions,

covenants, charges and agreements contained herein shall apply to each of the sub-divided parcels.

FOURTH: Nothing herein contained shall limit the use of the GWD HOUSE for any purpose, residential or otherwise, in conformity with the zoning Code of the village of Flower Hill.

FIFTH: For so long as the FISHERS, or the survivor of them, shall have title to the subject property, this Declaration may be unilaterally amended, modified, cancelled, altered or terminated by them, or by the survivor of them, at their sole and exclusive option.

SIXTH: Nothing herein contained shall be construed to limit the application of the Flower Hill Landmarks Preservation Law to the subject property.

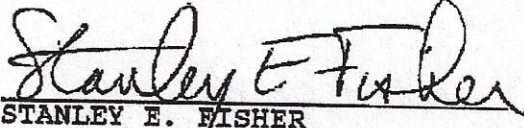
SEVENTH: All of the restrictions, conditions, covenants, charges and agreements contained herein shall run with the land.

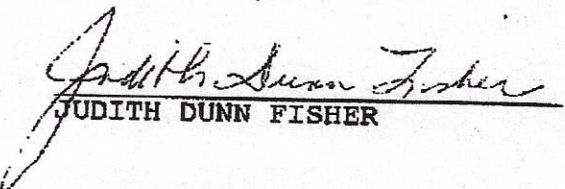
EIGHTH: Violations of any of the restrictions or conditions, or breach of any of the covenants and agreements herein contained shall give to the FISHERS, or to the survivor of them, and to the village of Flower Hill, jointly or severally, the right to enter upon the

property upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and neither the FISHERS, or the survivor of them, or the said village shall thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

NINTH: The provisions herein contained shall bind and inure to the benefit of, and be enforceable by the FISHERS, or the survivor of them, and by the village of Flower Hill in behalf of the Commission, and the failure to enforce any such provision shall not be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the FISHERS have signed this Declaration the day and date first above written.

  
STANLEY E. FISHER 12/16/96

  
JUDITH DUNN FISHER 5/28/96

FRANKLIN COUNTY RECORDER  
PUBLIC RECORDS DEPARTMENT

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

On the 16<sup>th</sup> day of December, 1996, before me personally came STANLEY E. FISHER, to me known and known to be to be the person described in and who executed the foregoing Declaration, and he duly acknowledged to me that he executed the same.

*Linda M. Reuter*

Sworn to before me this  
16 day of December, 1996.

LINDA M. REUTER  
NOTARY PUBLIC  
STATE OF NEW YORK  
NO. 01RES047895  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES 08-07-97

<sup>OHIO</sup>  
STATE OF ~~NEW YORK~~ )  
COUNTY OF ~~NASSAU~~ ) ss.:

<sup>FRANKLIN</sup>  
On the 28<sup>th</sup> day of May, 1996, before me personally came JUDITH DUNN FISHER, to me known and known to be to be the person described in and who executed the foregoing Declaration, and she duly acknowledged to me that she executed the same.

*Shelley A. Snyder*

Sworn to before me this  
28<sup>th</sup> day of May, 1996.



SHELLEY A. SNYDER  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES FEB. 3, 1998



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FILED FOR  
RECORDING

STANLEY E. FISHER and  
JUDITH DUNN FISHER

57 WEST SHORE ROAD  
ROSLYN, NEW YORK  
GEORGE WASHINGTON  
DENTON HOUSE

DECLARATION OF RESTRICTIONS

*R+R*

LAW OFFICES  
**HARVEY A. EYSMAN**  
15 STONBERGE ROAD  
GREAT NECK, N.Y. 11023-1007  
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