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**LEGIBILITY
POOR FOR
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EAST TOLL-GATE HOUSE COVENANT

WHEREAS, the Roslyn Presbyterian Church and Congregation, hereinafter referred to as the Church, a religious corporation under the laws of the State of New York and having its principal place of business at 140 East Broadway, Roslyn, New York, is the owner of certain real property, commonly known as the East Toll-

J.S. 12/27/80

Gate House, ca. 1855, referred to hereinafter as the Edifice, situated on the SAID PREMISES BEING DESCRIBED ON THE NASSAU COUNTY TAX MAP AS SECTION 20 BLOCK N LOT 9, grounds of the Roslyn Cemetery, Northern Blvd., Greenvale, New York, and

WHEREAS, the Church, at the request of the Roslyn Preservation Corporation, agrees to impose Preservation Covenants and Restrictions on the use of the Edifice for the purpose of preserving the existing architectural character and detail of the East Toll-Gate House, which is included in the National Register of Historic Places, the New York State Register of Historic Places, and has been designated an Historic Landmark by the North Hempstead Town Board; and

WHEREAS, the Church desires to assign the right to enforce the Preservation Covenants and Restrictions herein imposed to the Roslyn Preservation Corporation, hereinafter referred to as the 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; and

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WHEREAS, the East Toll-Gate House, built circa 1855 by the North Hempstead and Flushing Toll Road Company, is understood to be the only surviving Nineteenth Century toll house on Long Island; and

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WHEREAS, the Corporation, at its own expense, has restored the once badly deteriorated East Toll-Gate House, including its foundation, framing, and finish, to its original appearance, including reproducing the original interior and exterior paint colors, as determined by microscopic paint analysis;

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WHEREFORE, the following Preservation Covenants and Restrictions pertaining to the East Toll-Gate House shall bind the Church and all others making claim through the Church, and any subsequent owner(s), if there be such, of the Edifice, and are hereby declared:

1980

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EXTERIOR OF THE EDIFICE

1. No exterior alteration of or addition to the Edifice, including the changing of exterior paint colors, shall be undertaken nor shall any portion of the Edifice be demolished or removed, nor shall any external structure, attached or in close proximity, be erected, without the prior written consent of the Corporation, 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 Edifice. 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 of the South or West walls. "Through-the-wall" type of room air-conditioning units may be installed in the existing window openings.

3. No exterior antennae or dishes, commonly used for television and/or radio reception, may be installed on or in close proximity to the Edifice.

4. No portion of the Edifice shall be moved from its present location, unless such is required by reason of eminent domain, without the prior, express written approval of the Corporation, its assigns or successors.

5. No accessory buildings or sheds, either permanent or temporary in nature, shall be erected or placed in close proximity to the Edifice without the prior written consent of the Corporation, its assigns or successors.

6. The Edifice shall not be used for any purpose that would compromise the character of its residential exterior and interior appearance, e.g. for storage of landscaping or cemetery equipment or materials, for a commercial store. The Edifice may be used for the purposes of a residence, a studio, an office, or may be left vacant.

INTERIOR OF THE EDIFICE

7. No alteration shall be made to the interior woodwork of the Edifice, including, but not limited to, panelling, doors and door casings, windows and window casings, moldings - both wood and plaster, stair rails and banisters, without the prior written permission of the Corporation. The interior paint colors, accurate reproductions of the original colors, as determined by microscopic analysis, may not be altered without the prior written permission of the Corporation.

CONDEMNATION AND CASUALTY

8. If the Edifice 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 would be unreasonably expensive after application of awarded damages or collected insurance proceeds, then the Church in such cases may either decline to rebuild or restore the Edifice, or if electing to rebuild or restore, may use other materials and designs, provided the drawings and specifications of the new Edifice meet with the approval of the Corporation or its assigns, which approval shall not be unreasonably withheld.

MAINTENANCE OF THE EDIFICE

9. The Church agrees to assume responsibility for the continuing maintenance, repair, and administration of the Edifice so as to preserve the historically significant character of its features, materials, appearance, workmanship and proximate environment, provided that such costs shall not be borne by the income or assets of the Church, as a church, or of the Roslyn Cemetery, as a cemetery, without the duly recorded affirmative action of the governing body of the Church, which action cannot be compelled by these Preservation Covenants and Restrictions. The Church shall seek and use any other financial resources available to it, including real income derived from the use of the Edifice.

INSPECTION OF THE EDIFICE

10. The Corporation may inspect the Edifice annually, or at other times with justifiable reason, to insure that the Church is in compliance with the restrictions hereby imposed. Such inspections shall be made at reasonable hours and only after prior notice to the Church and any tenant, if there be such, of the Edifice. The failure of the Corporation 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 Church hereby assigns the right to enforce the foregoing Preservation Covenants and Restrictions to the Roslyn Preservation Corporation. In the event of an alleged violation of any Covenant, Stipulation or Restriction herein, the Corporation may, in writing, notify the Church of such violation, together with a recommendation as to how the violation may be corrected. Such notice shall also inform the Church as to the time period in which such violation should be corrected. In the event the Church contests the existence of a violation, the recommended means to correct any violation, or the length of time in which to remedy such, the Church shall so notify the Corporation in writing. If the Corporation and the Church cannot agree on the issue(s) in dispute, either shall have the right to submit the matter to arbitration by a person, committee, or board, acceptable to both the Corporation and the Church. If such efforts fail to satisfy either the Corporation or the Church, either may submit the issue(s) in dispute to a court of competent jurisdiction for review and recommendation and/or for final adjudication.

ASSIGNMENT**DEED 10104 PAGE 243**

12. The right to enforce the Preservation Covenants and Restrictions contained herein may be assigned by the Corporation to any legal successor corporation of the Roslyn Preservation Corporation, or with the prior written concurrence of the governing board of the Church, to the Board of Trustees of

2117191- Sand 7-
Recording date
Toll-Gate House
Covenant. *[Signature]*

Recording details, rec'd 1/29/91
re Covenant from
Ros Presbyterian Church
for Toll House

RECORDED
DEC 4 9 26 AM '90
HAROLD W. McCONNELL
COUNTY CLERK
NASSAU COUNTY

X00056

[Handwritten mark]
orig in Ros Pres. Files

DEC 4 1990

SEC 20 BLK N LOT 9

S/F
29-
5-

*On Post-
Road in Road*

PLEASE RETURN TO

[Handwritten mark]
ROSLYN PRESERVATION CORP
c/o R. D. FOLEMON
33 EAST BROADWAY
ROSLYN NY 11576

RECEIVED
HAROLD W. McCONNELL
COUNTY CLERK
NASSAU COUNTY
NOV 8 8 AM '90

#4: East Toll Gate House