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WITNESSETH

WHEREAS, PEGGY GERRY and ROGER GERRY, as the owners of certain real property, commonly known as 20 Main Street, Roslyn, New York, Section 7, Block F, Lot 127, and as the George Allen Residence (1836), referred to hereafter as the "Allen Residence", and being more particularly 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:

BEGINNING at a point on the westerly side of Main Street, distant 242.26 feet southerly from the corner formed by the intersection of the westerly side of Main Street with the southerly side of North Hempstead Turnpike;

RUNNING THENCE south 73 degrees 45 minutes 10 seconds west, 75.47 feet;

THENCE south 10 degrees 12 minutes 40 seconds east, 74.43 feet;

THENCE north 68 degrees 05 minutes east, 84.90 feet to the westerly side of Main Street;

THENCE along the westerly side of Main Street, the following 2 courses and distances:

1. North 18 degrees 34 minutes 10 seconds west, 39.28 feet;

2. North 15 degrees 23 minutes 05 seconds west, 26.35 feet to the point or place of BEGINNING.

SAID premises being known as 20 Main Street, Roslyn, New York.

SUBJECT to covenants, declarations, restrictions and easements of record, if any, and to any state of facts an accurate survey may show; and subject to zoning ordinances, local laws and building regulations of the municipality or other governmental authorities having jurisdiction of said premises.

BEING the same premises described in the deed to the party of the first part herein, by deed from Mary Pagnotta dated 7/17/72, recorded 7/19/72 in Liber 8413 Cp 98.

Plotted by Verity Post
Section 7 Block F Lot 127

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NOV 25 1986

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 Allen Residence which lies within the Historic District of the Incorporated Village of Roslyn, and within the 'Main Street Historic District', the National Register of Historic Places.

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, 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 other 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:

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 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 lines or cable television transmission lines, except those now existing, may be placed on the premises. 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.

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 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. All accessory buildings shall be subject to the provisions of these Covenants in the same manner as the principal building mentioned above. In a similar manner, all fencing shall be subject to the provisions of these covenants.

6. The premises shall not be used for any purpose other than as mixed commercial and residential. The premises shall not be subdivided for resale or lease.

INTERIOR

7. No alteration shall be made to the interior woodwork of the premises, including but not limited to: dados, cornices, mantelpieces, panelling, doors and door casings, windows and window casings, moldings, both wood and plaster, stair rails and banisters, 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 woodgrain or marbled surface; wall-papering, provided the paper does not cover woodwork, moldings, or painted woodgrain surfaces; plastering, provided the plastering does not cover the woodwork or painted woodgrain surfaces, rewiring; replacement of plumbing; and replacement of 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 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 building 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 Allen 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 owner from seeking financial assistance for the foregoing purposes from any sources available to him.

INSPECTION

10. RPC may inspect the Allen 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

11. 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 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.

ASSIGNMENT

12. 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.

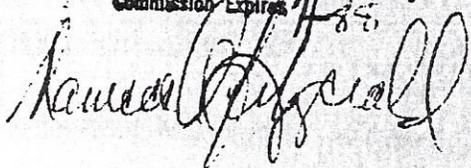
(b) The Board of Trustees of the Roslyn Landmark Society or the successor organization.

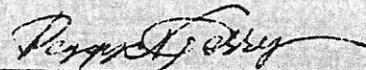
(c) The Historic District Board of the Incorporated Village of Roslyn.

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.

IN WITNESS WHEREOF, PEGGY GERRY and ROGER GERRY, have caused this instrument to be executed this 17 day of November, 1986.

MAUREEN A. FITZGERALD
NOTARY PUBLIC, State of New York
No. 4664017
Qualified in Nassau County
Commission Expires 11/86





PEGGY GERRY, Owner

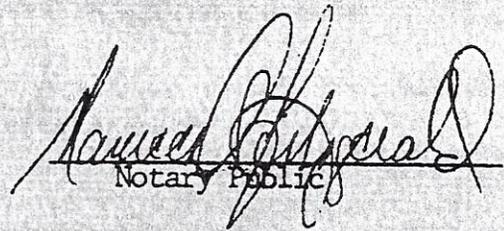


ROGER GERRY, Owner

STATE OF NEW YORK)
)
COUNTY OF NASSAU)

WAUREEN A. FITZGERALD
NOTARY PUBLIC, State of New York
No. 4034017
Qualified in Nassau County
Commission Expires 1/38

On this 17th day of November, 1986, before me personally appeared PEGGY GERRY and ROGER GERRY, to me known and known to me to be the individuals mentioned and described in and who executed the foregoing instrument, and they duly acknowledged to me that they executed the same.


Notary Public