

PER:  
Kesterman Ball  
to Old Country Rd  
Unit 400  
Mineola, NY 11501  
Attn: Richard  
Gabriel, Esq.

CLERK  
20 2/13/12

EXTENSION AND MODIFICATION OF DECLARATION OF RESTRICTIONS, dated as of September 13, 2009, by UNIVERSITY GARDENS PROPERTY OWNERS' ASSOCIATION, INC. ("Assignee of University Gardens Corporation), a membership corporation organized and existing under the laws of the State of New York, having its principal office at 9 Sussex Road, Great Neck, New York 11020, hereinafter referred to as the "Association" with the subjoined consent of the owners of more than two-thirds in area of the property, exclusive of streets, private lanes, garden zones and parks, shown on the map of University Gardens hereinafter mentioned.

X001-  
286796

REC 2  
S/KS - See  
& LOTS - Exh  
"A"  
attached

WITNESSETH:

WHEREAS, a Declaration of Restrictions dated June 28, 1927, made by University Gardens Corporation was recorded on July 2, 1927, in the office of the County Clerk of Nassau County in Liber 1261 of Deeds, page 6, affecting the tract of land known as University Gardens shown on a certain map entitled "Map of University Gardens, Great Neck, Nassau County, New York, surveyed February 1927, Walter I. Browne, C.E. and City Surveyor" and filed in the office of the Clerk of the County of Nassau, State of New York on March 24, 1927, as Map No. 626 (new number 716), which said Declaration of Restrictions was modified by instruments recorded in the office of the County Clerk of Nassau County as follows:

- (1) dated January 17, 1936, recorded in said Clerk's office on March 12, 1936 in Liber 1864 of deeds, at page 307, (2) dated November 30, 1942, recorded in said Clerk's office on February 11, 1943 in Liber 2577 of deeds at page 233, (3) dated December 12, 1947, recorded in said Clerk's office on October 8, 1948 in Liber 3690 of deeds at page 551, (4) dated December 12, 1947, recorded in said Clerk's office on September 29, 1949 in Liber 3936 of deeds at page 35, (5) dated May 10, 1952, recorded in said Clerk's office on September 12, 1952, in Liber 4982 of deeds at page 338, and (6) dated as of May 30, 1989, recorded in said Clerk's office on October 4, 1989 in Liber 10019 of deeds at page 193; and

WHEREAS, a further Declaration of Restrictions, dated September 29, 1927 made by University Gardens Corporation was recorded on February 8, 1928 in the office of the Clerk of Nassau County in Liber 1327 of deeds, page 234 affecting the plots fronting on Northern Boulevard (North Hempstead Turnpike) as shown on the aforesaid map (old number 626, new number 716) which said Declaration of Restrictions dated September 29, 1927 has been modified and extended by instruments recorded in the office of the County Clerk of Nassau County as follows:

- (1) dated November 30, 1942, recorded in said Clerk's office on February 11, 1943 in Liber 2577 of deeds at page 233, (2) dated December 12, 1947, recorded in said Clerk's office on September 29, 1949 in Liber 3936 of deeds at page 299, (3) dated September 11, 1958, recorded in said Clerk's office on October 7, 1958 in Liber 6440 of deeds, at page 1, (4) dated February 7, 1959 recorded in said Clerk's office on May 5,

1959 in Liber 6532 of deeds at page 162, and (5) dated as of May 30, 1989, recorded in said Clerk's office on October 4, 1989 in Liber 10019 of deeds at page 204; and

WHEREAS, all of the aforesaid restrictions were extended until January 1, 1970 by extension and modification agreement by University Gardens Property Owners Association, Inc., with the written consent of the owners of more than two-thirds in area of the plots shown on said filed map, dated December 12, 1947 and recorded in said Clerk's office on September 29, 1949 in Liber 3936 of deeds at page 88; and

WHEREAS, all of the aforesaid restrictions were extended until January 1, 1990 by extension and modification agreement by University Gardens Property Owners Association Inc., with the written consent of the owners of more than two-thirds in area of the plots shown on said filed map, dated January 16, 1969 and recorded in said Clerk's office on September 19, 1969 in Liber 8038 of deeds at page 68; and

WHEREAS, all of the aforesaid restrictions were extended until January 1, 2010 by extension and modification agreement by University Gardens Property Owners Association Inc. with the written consent of the owners of more than two-thirds in area of the plots shown on said filed map, dated as of May 30, 1989 and recorded in said Clerk's office on October 4, 1989 in Liber 10019 of deeds at page 193; and

WHEREAS, it is desired to extend all of the restrictions, covenants, conditions charges and agreements contained in said Declaration of Restrictions as modified as authorized by paragraph Twentieth of the Declaration of Restrictions dated June 28, 1927, and by paragraph Nineteenth of the Declaration of Restrictions dated September 29, 1927; and

WHEREAS, it is desired to further modify and as further modified, to restate and recodify all of said restrictions; and

WHEREAS, the area of the property in University Gardens exclusive of streets, private lanes, garden zones and parks shown on said Map, is 3,281,039 square feet; and

WHEREAS, the written consent of the owners of over two-thirds in area of such property to this extension and modification is subjoined hereto;

NOW, THEREFORE, the Association declares:

1. That said Declaration of Restrictions dated June 28, 1927 and September 29, 1927, as heretofore modified and extended, by and the same hereby are extended so that all of the restrictions, conditions, covenants, charges and agreements therein contained shall run with the land and shall be binding upon all present and future owners of any of the plots or portions thereof referred to in said Map and shall continue until January 1, 2030 and may as then in force be extended and renewed from time to time as provided for in paragraph Twentieth of said Declaration of Restrictions dated September 29, 1927;

2. That the said Declaration of Restrictions dated June 28, 1927 as heretofore modified and extended, is hereby further modified and restated so that any provision of said Declaration of Restrictions dated June 28, 1927, as so modified and extended, to the contrary notwithstanding, shall read as follows:

“DECLARATION made and dated the 28<sup>th</sup> day of June, 1927, by UNIVERSITY GARDENS CORPORATION, a corporation organized and existing under and by virtue of the Laws of the State of New York, hereinafter called ‘The Company’.

WHEREAS, The Company is the owner of a certain tract of land at Great Neck, in the County of Nassau, State of New York, as shown on a certain Map entitled ‘Map of University Gardens, belonging to University Gardens Corporation, situated at Great Neck, Nassau County, New York, prepared and surveyed by Walter I. Browne, C.E. and C.S., dated February, 1927’, and filed in the Office of the Clerk of the County of Nassau, State of New York, on March 24, 1927, as Map No. 626.

NOW, THEREFORE, The Company declares that the property shown on said Map is held and shall be conveyed subject to the restrictions, conditions, covenants, charges and agreements hereinafter set forth.

**FIRST: Application** -- The restrictions, conditions, covenants, charges and agreements set forth in the Declaration shall apply to and affect all of said property, except as otherwise herein specifically provided.

**SECOND: Definitions** – The word “street” as used in this Declaration is defined as meaning any street, highway or other thoroughfare shown on said Map, whether designated thereon as street, drive, avenue, place, terrace, road, parkway or otherwise, except private lanes.

**THIRD: Restrictions against New Streets and Easements** – No plot, nor any part of any plot, nor any other portion of the property upon the Map hereinabove described, except such portion thereof as is thereon laid out as such, shall be opened, dedicated or used as a street, road, highway or other thoroughfare of any kind whatsoever or as a continuation of any existing street, road, highway or other thoroughfare, whether public or private and no street, road, highway, or other thoroughfare, whether public or private and no easement, either public or private, nor any license or permission, shall be granted by any owner of any such plot or other portion of the premises, or any part thereof, for the use thereof or of any part thereof for purposes of ingress, egress or passage from any street, road, highway or other thoroughfare upon the premises, or upon the premises, or upon any premises adjacent thereto, or from any plot or plots upon the premises, or from any part of any premises adjacent thereto to any other street, road, highway or other thoroughfare, or to any other such plot or plots or any other part of any adjacent premises.

Nothing herein contained, however, shall prevent the Association from opening, dedicating or using as a street, road, highway or other thoroughfare, or as a continuation of any existing street, road, highway or other thoroughfare, or from granting easements or licenses over the portion of the premises at the time owned by it.

**FOURTH: Restrictions to Private Residences** --- The property shall be used for private residence purposes only, and no building or other structure shall be erected or maintained thereon, except detached private dwelling houses with cellars, for the occupation of not more than one family each, and private garages not more than two stories in height, to hold not more than three cars, the upper story of the garage, however, to consist only of living quarters for a chauffeur or other employee of the owner, and such garage shall be for the sole exclusive use of the owners or occupants of the plots upon which such garages are erected. No more than one house and one garage shall be erected on any of said plots. No buildings or any part thereof at any time erected upon any of said plots or any part of said property shall be used as a boarding or rooming house, or for any clubhouse or rooms, or for any meeting rooms except a building erected or to be erected by the Association and set apart for the purpose of a property owner's association. Each plot upon which any such private dwelling house shall be built, except plots 2 and 7 in Block S, and plots 4 and 5 in Block W, shall have an area of not less than seven thousand square feet.

Nothing herein contained shall prevent any duly licensed doctor or dentist from maintaining an office for the practice of his profession in any building occupied by him or her as a private residence but no sign shall be placed upon any part of the plot or of such residence, except one glass or metal sign, which sign shall not be more than twelve inches long, nor more than three inches high, and shall be approved by the Association and shall be placed in a position approved by it. There shall not be kept upon the premises or any part thereof any wild animals, swine, cattle or live poultry or any pigeons.

The respective plots herein below specified in this paragraph "Fourth" shall be subject to the following additional restrictions, to wit:

No more than one house and one garage shall be erected upon or within the area of each of the following eight parcels of land (each such parcel consisting of two adjoining plots shown on the aforesaid Map, except the last two parcels which consist respectively of one and one-half (1-1/2) adjoining plots on the said Map):

- (1) Plots 1 and 2 in Block R.
- (2) Plots 14 and 15 in Block R.
- (3) Plots 10 and 11 in Block S.
- (4) Plots 2 and 3 in Block U.

- (5) Plots 1 and 2 in Block V.
- (6) Plots 6 and 7 in Block Y.
- (7) Plot 1 and the northerly one-half of Plot 2 in Block X (the said northerly one-half of Plot 2 in Block X being bounded and described as follows: Beginning at a point in the westerly side of Roseth Place distant 80 feet southerly from the southwest corner of Roseth Place and Somerset Drive, thence westerly and nearly parallel with Somerset Drive, 120.13 feet to a point distant 80.14 feet southerly from the south side of Somerset Drive as measured on a line parallel with Roseth Place, thence southerly and parallel with Roseth Place 40 feet, thence easterly and parallel with first mentioned course 120.13 feet to the westerly side of Roseth Place, thence northerly and along the westerly side of Roseth Place 40 feet to the point or place of beginning and containing therein 4,800 sq. feet).
- (8) Plots 3 and 4 and the northerly one-half of Plot 5 in Block ZZ (the said northerly one-half of Plot 5 in Block ZZ being bounded and described as follows: Beginning at a point in the easterly side of Wensley Drive, distant 105 feet southerly from the corner formed by the intersection of the easterly side of Wensley Drive with the southeasterly side of Sussex Road [said easterly side of Wensley Drive being on a curve having an exterior radius of 1345 feet] thence northeasterly on the radial line 120 feet, thence southeasterly on a curve and parallel with Wensley Drive 43.57 feet, thence southwesterly on the radial line 120 feet to Wensley Drive, thence northerly and along the easterly side of Wensley Drive 40 feet, to the point or place of beginning and containing therein 5015 sq. feet).

Nothing herein contained shall be construed to prohibit or prevent conveyances or grants to the same or to different persons or corporations of a portion or portions of each of said eight parcels of land, but no more than one house and one garage shall be erected upon each such portion thereof consisting of not less than one and one-half (1-1/2) of the plots contained in such a respective parcel of land above specified.

No more than three houses and three garages shall be erected upon Plots 3 to 6, both inclusive, in Block L.

No more than three houses and three garages shall be erected on Plots 1 to 4, both inclusive, in Block M.

No more than thirteen houses and thirteen garages shall be erected on Plots 1 to 17, both inclusive, in Block O.

No more than eight houses and eight garages shall be erected on Plots 1, 2, 3, 4, 7, 8, 9, 10, 11 and 12, in Block P.

No more than three houses and three garages shall be erected on Plots 1 to 5, both inclusive, in Block W.

**FIFTH: Approval of Plans and Specifications ---**

(a) No dwelling house shall hereafter be erected upon any of said plots unless the same shall contain a total cubic content of not less than 30,000 cubic feet.

(b) No dwelling house, garage or other building and no fence, wall or other structure shall hereafter be erected or maintained upon any of said plots, nor shall any change or alteration hereafter be made in any such building or structure, unless in each and every instance the plans and specifications therefore showing the nature, kind, shape, material, dimensions, color scheme and location of such building or structure (which plans for any new proposed dwelling house shall also indicate thereon the total cubic content of said structure), and a plot plan indicating the relationship of the building to the plot and showing paths, driveways, retaining walls, sidewalk grades and existing and proposed new grading conditions and proposed landscaping, shall have been submitted to and approved in writing by the Association and a copy thereof as finally approved lodged permanently with the Association. The Association shall be deemed to have approved the same unless, within the thirty days from the date the same were delivered to or sent to the Association by registered or certified mail, return receipt requested, the Association signifies its disapproval thereof by a written notice sent by registered or certified mail return receipt requested, to the owner or to the architect submitting the plans and specifications at his address, as shown thereon, which notice shall furnish the name and address of the architect for the Association.

In the event that the Association shall disapprove the plans and specifications of any proposed dwelling house having a total cubic content of at least 30,000 cubic feet or of any other proposed structure other than a dwelling house, then and in that event the architect or the owner of the plot to be built upon or improved and the architect designated by the Association in its disapproval notice (unless they can otherwise mutually agree and determine that the architectural design of the proposed structure and the proposed grading and landscaping, with or without any changes or modifications, are in harmony with the standards of said development) shall select and appoint a third architect as an arbitrator to determine whether such plans, grading and landscaping are in harmony with the then standards of said development. If, however, they shall be unable to agree upon such arbitrator within ten days after the disapproval of the plans, then the arbitrator shall be either (a) an architect appointed by the American Institute of Architects upon written application of either architect or (2) if the American Institute of Architects fails to appoint such arbitrator within seven days after such application, an architect appointed as such arbitrator by the Supreme Court of the State of New York for Nassau County on the application of either the owner or the Association. Each party shall pay the fees and expenses of his own architect. The fees and expenses of the arbitrator, if any, shall be paid by the Association if the arbitrator shall approve the plans, specifications and proposed landscaping as submitted, but such fees and expenses shall

be paid by the owner if the same are not so approved by the arbitrator or are approved with his designated modifications or changes.

If both architects of both parties, or the arbitrator so appointed, shall approve the architectural design of the proposed structure and the proposed grading and landscaping as being in harmony with the then standards of the said development, such plans and specifications shall be deemed approved and such approval shall be conclusive that the proposed structure, grading and landscaping are in full compliance with the Declaration of Restrictions dated June 28, 1927, as amended, and the Association shall be obligated to forthwith notify the owner in writing of such approval of the lands and specifications.

**SIXTH: Set-backs** – No buildings or any part thereof except eaves, porches, the floors of which shall not be higher than the level of the first tier of beams in the main building, steps and bay, bow or oriel windows, shall be erected or permitted within thirty feet of the line of any front street, or within twenty feet of the line of any side street. No building, nor any part thereof, except steps, shall be erected or permitted within ten feet of any side line of any plot, or within twenty feet of the rear line of any plot. This, however, shall not apply to plots 2 and 7 in Block S and plots 4 and 5 in Block W. On said plots, no building or any part thereof, except steps, shall be erected or permitted within five feet of any side line of such plots, or within twenty feet of the rear line, and no building or any part thereof, except eaves, porches, the floors of which shall not be higher than the level of the first tier of beams in the main building, steps and bay, bow or oriel windows, shall be erected or permitted within twenty feet of the line of any street.

The foregoing restrictions shall not be applicable to a detached garage for the sole use of the owner or occupancy of the premises. No such detached garage, nor any part thereof, shall be erected or permitted within fifty feet of the line of any street, or within five feet of the rear line of any plot, nor within ten feet of any side line of any plot, except that the rear wall of any such detached garage is erected not further than six feet from the rear line of the plot, no part thereof shall be erected within five feet of any side line of the plot.

The foregoing restrictions as to the distances of buildings from side lines of plots are subject to the following modifications or exceptions: In case any person or two or more persons as joint tenants, tenants in common, or tenants by the entirety, shall become the owner or owners of two or more adjoining plots, or of adjoining portions of two or more adjoining plots, the combined areas of which shall not be less than seven thousand square feet, the side lines of such property owned by such person or persons, and not the side lines between any adjoining plots, or portion of plots as shown on said Map owned by him or them, shall be deemed to be the side lines of a plot for the purpose of these restrictions.

No porches shall be built within twenty feet of any front street, or within fifteen feet of any side street. This shall not apply to plots 2 and 7 in Block S, nor to plots 4 and 5 in Block VV, as to which no porches shall be built within fifteen feet of the line of any street.

