APPENDIX L

COVENANTS AND RESTRICTIONS

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration made and dated the 18th day of May, 1966 by ST. FRANCIS HOSPITAL, a membership corporation organized under the laws of the State of New York and located at Port Washington Boulevard and Crabapple Road, Roslyn, New York, hereinafter referred to as "Grantor".

Recorded 5/25/66 Sect 3, Blk 192. Lots 24c, 240. Po 57.46

W I T N E S S E T H :

WHEREAS, the Grantor is the owner of certain lands and buildings erected thereon in the Village of Flower Hill, Manhasset, New York, pursuant to deed from Carlos W. Munson and Mabel Williams Munson, his wife, dated June 20, 1920 and recorded on July 3, 1920 in the Office of the County Clerk of Nassau County in Liber 601 at Page 315, more fully described as follows:

> COMMENCING at a point on the westerly side of the highway leading from Roslyn to Port Washington, in the division line between lands herein described and lands now or formerly belonging to Matilda M. Morrell being the northeast corner of the premises hereby described; running thence along an old fence and said land now or formerly of Matilda M. Morrell south eighty four (84) degrees six (6) minutes west seven hundred and sixty seven and eighty-one one hundredths (767.81) feet to a stake; thence along lands now or late of the Colchester Company the following three courses and distances; south eight (8) degrees nineteen (19) minutes east five hundred and twenty-two and fifty-one one hundredths (522.51) feet to a stake; thence again south thirty-five (35) degrees twenty-eight (28) minutes thirty (30) seconds east two hundred and ninety three and fifty-five one hundredths (293.55) feet to a stake; thence north eighty-one (81) degrees forty-six (46) minutes east six hundred and seventy six (676) feet to the westerly side of the said road leading from Searingtown

to Port Washington the following courses and distances; north nineteen (19) degrees six (6) minutes east ninety eight and eighty-nine one hundredths (98.89) feet; north sixteen (16) degrees fourteen (14) minutes east fifty two and fifty nine one hundredths (52.59) feet; north eleven (11) degrees five (5) minutes east, one hundred and eighty four and fifty seven one hundredths (184.57) feet to the junction of the said road leading from Searingtown to Port Washington with the road leading from Roslyn to Port Washington; thence along the westerly side of the said road leading from Roslyn to Port Washington, North twenty nine (29) degrees thirty one (31) minutes west four hundred and seventy four and fifty one hundredths (474.50) feet to the point or place of beginning.

(hereinafter referred to as the "Grantor's Property"); and

WHEREAS, a public hearing was held on the 28th day of March, 1966 by the Board of Trustees of the Village of Flower Hill, an incorporated village of and in the County of Nassau, State of New York, upon the application of the Grantor made pursuant to Section 179 of the Village Law to change the zoning classification of the Grantor's Property from Residence A-1 District to General Municipal and Public Purposes District; and

WHEREAS, at a special meeting of the Board of Trustees of said Village of Flower Hill held on Wednesday, April 20, 1966, and after due deliberation having been had thereon, the said zoning change was approved by the said Board of Trustees; and

WHEREAS, the Grantor deems it advisable and for the best interests of the Grantor that certain covenants and restrictions be placed upon the Grantor's Property with a view to conserving the value of buildings and real properties in the Village of Flower Hill, Nassau County,

State of New York, and the enjoyment thereof and encouraging the most appropriate use of real properties throughout the Village of Flower Hill.

NOW, THEREFORE, in consideration of the premises, the Grantor declares, covenants and agrees as follows:

1. Any buildings hereafter erected on Grantor's Property and any extension or additions to any building presently standing on Grantor's Property shall comply with the following set-back restrictions:

(a) At least 85 feet from the northerly property line of the Grantor's Property.

(b) At least 85 feet from the southerly property line of the Grantor's Property.

(c) At least 60 feet from the easterly property line of the Grantor's Property.

(d) At least 65 feet from the westerly property line of the Grantor's Property.

2. The height of any building hereafter erected on Grantor's Property and the height of any lateral extension to any building now existing thereon shall not exceed 35 feet, with the following exceptions:

(a) Any lateral extensions to the new hospital building which the Grantor intends to erect may be as high as, but no higher than, the plane of the top of that hospital building.

(b) The height of any extension or addition running north, west and/or northwesterly from the two story building now standing on the northwesterly side of the

Grantor's Property and generally referred to as Maria Assunta shall, for a distance no greater than 185 feet, be no higher than a plane extending from the present floor of the second floor level of said Maria Assunta building and the height of any further such extension shall be no higher than five feet below said plane.

3. The height of any existing buildings on the Grantor's Property will not be increased above the present height of each such building; excepting, however, that a third story may be added to the easterly portion of the building on Grantor's Property known as St. Elizabeth, the westerly end of which third story, however, will be at least 125 feet from the westerly property line of Grantor's Property.

4. The total area occupied by all buildings now standing or hereafter erected on the Grantor's Property shall not exceed 33-1/3% of the entire area of the Grantor's Property.

5. As used herein the term "height of building" shall mean the vertical distance from the mean level of the ground surrounding the building to the highest point of the roof of such building at the street wall.

6. The covenants, agreements and restrictions provided for herein shall bind the Grantor, its successors and assigns and shall constitute covenants running with the land.

7. The covenants, agreements and restrictions provided for herein shall expire on December 31, 1999.

8. This instrument shall be deemed to be a "conveyance" within the intent and meaning of the General Obligations Law of the State of New York.

9. This declaration of covenants and restrictions is intended to be and shall be valid and operative subject to the time limitation herein, only so long as the change of zone designation and the re-zoning resolution pertaining to the subject property, which was passed and adopted by the Board of Trustees of the Village of Flower Hill, New York, at a special meeting on April 20, 1966, remains in full force and effect.

Anything in this instrument to the contrary notwithstanding, in the event that the said change of zone designation or the said re-zoning resolution is annulled, reversed, set aside or modified in any respect by an order or judgment of any court or otherwise, then this Certificate of Covenants and Restrictions shall no longer be of any force or effect, and in such event, this declaration of covenants and restrictions shall thereafter be null and void, and no one shall thereafter have any rights whatsoever hereunder.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

ST. FRANCIS HOSPITAL, ROSLYN, NEW YORK

Attest:

Sister Mary Clarra, fmm
Secretary

By Mother Mary Sigfrid, fmm
Treasurer

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

On the 18th day of May, 1966, before me personally came Mother Mary Sigfrid, FMM. to me known, who, being by me duly sworn, did depose and say that she resides at No. 100 Port Washington Blvd, Roslyn NY; that she is the Treasurer of ST. FRANCIS HOSPITAL, ROSLYN, NEW YORK, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that she signed her name thereto by like order.

David J. Fleming

DAVID J. FLEMING
NOTARY PUBLIC, STATE OF NEW YORK
No. 41-6333400 Queens County
Cert. filed in New York County
Term Expires March 30, 1968

August 19, 1987

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned the parties hereto as follows:

(1) The petitioner hereby withdraws its application for a mandamus which would obligate the respondent to issue a building permit for the construction of a parking facility upon the petitioner's premise in Flower Hill, New York pursuant to the following agreement of the parties.

(2) The Respondent building inspector shall issue a building permit for a parking garage consistent with the plans of architect Angelo Corva, which accompanied the petitioner's application for a permit received at the respondent's Village on July 21, 1987, within 30 days after receipt of a complete set of construction drawings conforming to the New York State Building Code. Said construction plan, when submitted, shall be promptly and expeditiously reviewed by the respondents.

(3) The construction plans for the parking facility shall include:

(a) The parapet wall around the perimeter of the upper deck shall be a minimum of four feet in height. Lighting source for the upper deck shall be, to the extent that it is physically possible to do so, hidden from the view of the dwellings abutting the petitioner's premises on the west and north in the immediate area of the parking facility. In this regard, petitioner will use its best efforts to utilize the parapet wall for lighting installation on said upper deck. In any event, petitioner shall in all cases utilize lighting fixtures which diffuse lighting away from residences and with respect to which bare bulbs will not be visible.

(b) The walls of the parking facility on its north and west elevation will contain, if possible, noise suppression devices and/or substances affixed to or appurtenant to such walls to baffle, diffuse or suppress noise reasonably anticipated to emanate from a parking facility. These devices or substances may be eliminated if, in the professional opinion of the petitioner's architect or engineer, said devices or substances will be ineffective or adversely affect the safety of the structure or those utilizing its facilities.

(4) The approval of respondents is further conditioned upon the petitioner delivering to the respondents a landscaping plan for the north and west perimeters of the parking facility.

Such plan shall provide for at least a ten foot wide planting strip with eight foot evergreens which shall be so arranged to give the appearance of a dense growth but shall also provide for sufficient area to permit said evergreens to fully mature both in terms of height and width. Said plan shall be implemented and maintained by petitioner.

(5) The respondents' approval is further conditioned upon the agreement of the petitioner herein to perform the following acts subsequent to the issuance of the permit to construct said parking facility.

(a) To provide twenty-four hour security in and about the parking facility.

(b) To put appropriate signage within the facility urging its users to use the same in a quiet and non-disruptive manner.

(c) To prohibit parking from 9 p.m. to 6 a.m. seven days per week upon the uppermost level of the facility which for the purpose of this provision shall be deemed to exclude the ramp leading to the uppermost level.

(6) In addition to the foregoing, petitioner agrees, if requested by the respondent Village at the time of Construction of the parking facility, to install a fence not to exceed nine feet in height along that portion of the westerly and northerly property lines measured from a point on the westerly line which begins with a point fixed by the extension of the south wall of the facility drawn to said line and a point on the northerly line fixed by the extension of a line drawn from the east wall of said facility to said northerly line. Any such fence shall be maintained by petitioner and shall be so constructed that the finished side of the fence shall face the residences.

(7) That this court maintain jurisdiction of this matter until such time as a certificate of occupancy for said parking structure shall be issued by respondent.

Ct. will Retain Jurisdiction
So Ordered by
J. J. Bruno