

THORNLEIGH COVENANTS

- An Explanation -

Dear Thornleigh Neighbor:

The purpose of this letter is to inform you about the restrictive covenants that follow every Thornleigh deed, which are intended to preserve the residential quality and distinctive nature of the community.

A proper title search, prior to closing on a property, should have alerted you and your lender about such restrictions in the deed. However, this information is often not disclosed, even at the settlement table. We believe that it is in the best interest of every owner to be knowledgeable of these covenants as an informed good neighbor and to avoid inappropriate or controversial improvements.

These covenants were created for the community by its developer, James Keelty & Co., Inc., and recorded among the Land Records of Baltimore County in a Deed and Agreement for Section I. Similar covenants were also included in a Deed and Agreement plus two Amendments by Declaration for Section II. After completion of construction of the development, and upon organization and incorporation of The Thornleigh Improvement Association, Inc. (TIA), the Keelty Company conveyed its interest in these covenants to the TIA. They are essentially the same for each section except for different lot and building dimensions. The Baltimore County Land Record filing references are provided below.

The TIA is governed by a board of governors of concerned and involved property owners, elected annually by the TIA general membership. While the TIA is not a mandatory homeowners association, it has the absolute legal enforcement authority of these covenants. The Covenant Committee handles all monitoring and enforcement and will make a best effort to respond in a timely manner to all requests. Any such request that the committee might view as controversial will be considered by the full Board of Governors. Application for covenant approval for any structural changes, alterations, modifications and color changes must be presented in writing, in duplicate, at least 30 days prior to the planned beginning of work. It should include a detailed description of the change, noting location, dimensions, materials, color(s) and any other sketches, visual aids or samples that may be of value for rapid approval.

Over the years, the process has worked well with open neighborly communications leading to the satisfactory resolution of questionable changes. An example of how the covenant approval process has evolved for the good of the community can be seen in color changes. When Thornleigh was built, the developer offered and, in fact, restricted siding colors to only five choices (gray, brown, dark green, barn red and white). All trim had to be white. Such uniformity was standard practice then, but as styles and color trends evolved over time with continuing residential development in the area, Thornleigh kept in step with its upscale region. Owner creativity and pride, within a framework of community consensus, has assured the continued, desirable character of Thornleigh.

We urge you to carefully read the actual covenants, but we've noted some highlights that seem to cause the most concern. Fences, including dog runs, are limited to a height of 42" and cannot extend beyond the front building line. The only permitted exceptions are for 48" fences to enclose swimming pools, where required by Baltimore County statute, and 72" fences that share a common property line with the Beltway, the Valley Country Club or the Light Rail. The TIA has consistently disapproved metal awnings, fixed lawn ornaments and oversized satellite dishes. Dwelling additions and exterior renovations should blend with the general architectural appearance and materials of the community. Exterior repainting and replacement of roofs, siding, windows, porches, decks, sheds, steps or walks require approval if there is a

change of color, materials or appearance. Driveway resurfacing and sidewalk replacement with like materials do not need approval. The covenants do not cover interior changes and landscaping.

Actually, the diligent, prudent and yet forceful vigilance of the TIA toward these covenants has continued to strengthen and enhance the prestigious character of Thornleigh, which has helped to achieve extraordinary property value. **All decisions will be made with the good and wellbeing of the entire community in mind and will be based upon the impact of the change on the harmony of the surroundings and the effect on the outlook from adjacent or neighboring property. This process can work only through the voluntary best efforts of the entire community.**

Freely contact a member of the TIA Covenant Committee just to discuss a particular planned improvement or to answer any questions that you may have. The names of current members are regularly listed in the Thornleigh Newsletter.

Very truly yours,

The Thornleigh Improvement Association, Inc.

FILING REFERENCES:

Section One "Thornleigh" (original subdivision plat known as "Valley Green")

Plat Libor: GLBI23I26-27-28, 11-55

Deed and Agreement (including Keelty covenants): GLBI31 861241, 7-1-57

Deed and Agreement (Assignment - Keelty to TIA): WJRI3604I51 3, 9-30-59

Section Two "Resubdivision. . . Thornleigh" Plat Libor GLBI24I85, 10-8-57

Deed and Agreement (including Keelty covenants): GLBI3328I51 1, 3-31-58 Deed and Agreement (Amended by Declaration - Keelty): GLB13435/257,

10-22-58; and WJRI3477I134, 1-21-59

Deed and Agreement (Assignment - Keelty to TIA): RRG141 591405, 6-24~3