

THORNLEIGH COVENANTS

RESTRICTIONS, COVENANTS AND AGREEMENTS SET FORTH IN A DEED AND AGREEMENT BETWEEN JAMES KEELTY & CO. INC. ET AL AND CARROLL F. FITZSIMMONS, DATED JULY 1,1957 AND RECORDED AMONG THE LAND RECORDS OF BALTIMORE COUNTY IN LIBER G.L.B./No. 3186/FOLIO 241.

1. The land in said tract and any lot or lots now or hereafter laid out thereon and any building or structure now or hereafter erected thereon shall be occupied and used for residential purposes only, except and provided, however, as follows:

a. Nothing herein contained shall be construed as preventing the use of any garage or garages, erected in accordance with the provisions hereinafter contained, for the usual purposes of private, non-commercial garage or garages.

b. Real estate sales, management and/or construction offices may, with the written consent and approval of James Keelty & Co., Inc. be erected, maintained and operated on any part of said land and/or in any building or structure now or hereafter erected thereon, provided such offices are used and operated in connection with the development of said land or the construction of improvements on said land or the management, rental or sale of any part of the premises, or any improvements which may be now or hereafter erected on said land, but no part of said land nor any part of any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this sub-paragraph (b) without the written consent and approval of James Keelty & Co., Inc. being first had and obtained.

c. Any part of any dwelling house, apartment house or other building now or hereafter erected on said land may, with the written consent and approval of James Keelty & Co., Inc., be used as a physician's office or dentist's office for the treatment of patients and for the practice of such professions provided that the physician or dentist using such office resides in the same dwelling house, apartment house or other building in which such office is located, but no part of said land or any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this sub-paragraph (c) without the written consent and approval of James Keelty & Co., Inc. being first had and obtained.

d. Any part of said land and any improvements now or hereafter erected thereon may, with the written consent and approval of James Keelty & Co., Inc., be used for the purposes of a church, school, library, playground, park, place of public assembly or community meetings and for any or all of the usual purposes and functions incidental to or connected with any or all of the foregoing, but no part of said land or any improvements now or hereafter erected thereon shall be used for any of the aforesaid purposes set forth in this sub-paragraph (d) without the written consent and approval of James Keelty & Co., Inc., being first had and obtained.

e. No dwelling now or hereafter erected on any building plot in this subdivision shall be occupied by more than two (2) families nor shall garage or garages be erected thereon for more than two (2) cars.

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2. No chickens, ducks, geese, or other type or kind of fowl, nor horses, ponies, cows or livestock of any kind whatsoever, maybe kept, maintained or bred on any lot or lots or in any dwelling or building erected thereon, nor shall any owner or occupant be permitted to breed domestic animals such as cats and dogs, etc., or to keep more than two such animals on the premises.

3. No noxious or offensive trade or activity shall be carried on upon any building plot; nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

4. No fences, either temporary or permanent, shall be erected, placed, altered or maintained on any building plot in the subdivision, between the front lot lines and the front set-backline, herein provided. Fences when erected, shall not exceed three and one-half (3 1/2) feet in height and shall not be located or maintained in any manner which interferes with underground or surface drainage structures and ditches.

5. No trailer, tent, shack, garage, which is not an integral part of a dwelling house, nor barn or other outbuilding erected on said land shall at any time be used as a place of abode, temporarily or permanently, nor shall any building of a temporary character be permitted to be used for a place of abode.

6. No residential structure shall be erected, on any building plot the area of which said plot is less than six thousand (6,000) square feet.

7. SET BACK AREAS

a. No portion of any building except open porches, bay windows and steps attached to a dwelling, shall be erected or permitted within the front and/or side street set-back areas provided for on the plats of this subdivision, prepared by George William Stephens, Jr. & Associates entitled; Plat I - 2 and 3, Section One, Thomleigh, all dated November 1955 and recorded respectively among the Land Records of Baltimore County in Plat Liber G.L.B. No.23 folios 26-27 and 28 or on any amendment to or re-subdivision thereof.

b. Any one side yard shall not be less than ten (10) feet wide and the sum total of the width of both side yards shall not be less than twenty-five (25) feet. The above side yard restriction shall apply to any residential structure erected on any such lot and also to any garage which is an integral part of such residential structure.

c. An encroachment into the aforesaid set back area of not more than twelve (12) inches shall not constitute a violation of this restriction.

8. No building, fence, wall, sign, tank or structure of any kind shall be commenced, erected or maintained on said land nor shall any addition to (including awnings and screening) or change or alteration therein (including any retreatment by painting or otherwise

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of any exterior part thereof) be made until plans and specifications in duplicate showing the nature, kind, shape, height, colors, materials, location and approximate cost of such building, fence, wall, sign, tank, structure and/or addition, change and/or alteration shall have been submitted to and approved in writing by James Keelty & Co., Inc. James Keelty & Co., Inc. shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons and in so passing upon such plans or specifications it shall have the right to take into consideration the use and suitability of the proposed building, fence, wall, sign, tank, structure, addition, change or alteration, and the location thereof and the materials of which it is to be built or made and the color thereof to the site upon which it is proposed to erect or keep the same, the harmony with the surroundings and the effect of the building, fence, wall, tank, structure, addition, change or alteration as planned, or the outlook from adjacent or neighboring property.

9. James Keelty & Co., Inc., its successors and assigns hereby expressly reserves unto itself, its successors and assigns, easements in and to strips of land along the rear and side lot lines of lots in said tract as shown on plats of this subdivision, prepared by George William Stephens, Jr. & Associates entitled: Plats 1-2 and 3, Section One, Thornleigh, all dated November 1955 and recorded respectively among the Land Records of Baltimore County in Plat Liber G.L.B. No.23, folios 26-27 and 28 or on any amendment to or re-subdivision thereof, for the purpose of proper surface water drainage, and to grant said easements to any person, firm or corporation, private or municipal to erect and maintain public utilities in or upon said strips.

10. Invalidation by adjudication of any of the provisions of the restrictions, covenants and agreements herein expressed shall in no way affect any of the other provisions which shall remain in full force and effect.

It is covenanted and agreed by and between the parties hereto, for themselves and their respective personal representatives, heirs, successors and assigns, as part of the consideration for the execution of this Deed and Agreement and as a part of a general plan or scheme of development of the land hereby conveyed that all of the restrictions, covenants and agreements herein set forth shall be held and construed to run with and bind the land hereby conveyed and all subsequent owners and occupants thereof and all of said restrictions, covenants and agreements shall inure to the benefit of and be enforceable by James Keelty & Co., Inc., its successors and assigns, and by any person or party than owning or having any recorded interest or estate in any part of the land hereby conveyed against anyone violating or attempting to violate any of said restrictions, covenants or agreements, provided however, that at any time after December 31, 1990, any of the provisions of the foregoing restrictions numbered 1, 2, 3, 4, 5, 6, 7, and 8 may be cancelled, annulled or abrogated in whole or in part, by the recording in the proper public Land Records of an appropriate instrument or instruments in writing, executed by the then record owners (not including Mortgagees or ground rent owners) of at least sixty percent (60%) in the aggregate of the area of the land included in said tract, exclusive of streets, alleys, parks, playgrounds and other land then devoted to public use or the general use of the owners or

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occupants of said tract, which instrument or instruments shall specifically set forth which of the provisions of the foregoing restrictions are thereby cancelled, annulled or abrogated.

It is further agreed by and between the parties hereto, for themselves, and their respective personal representatives, heirs, successors and assigns, as follows:

a. That, except as hereinafter expressly set forth the reference to or mention of streets or roads in this Deed and Agreement and the showing of the same on any Plat of Thornleigh, is and was for the purpose of description only and is not for the purpose of dedication.

b. Any or all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon James Keelty & Co., Inc. herein may be assigned or transferred by James Keelty & Co., Inc. to any one or more corporations or associations agreeing to accept same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Baltimore County and upon recordation thereof, the grantee or grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all the rights and powers reserved by or conferred upon James Keelty & Co., Inc. by this Deed and Agreement.

Below are several restrictions of the Thornleigh Covenants, Section II which are not covered in the Section I Covenants.

A garage for no more than a total of two (2) automobiles, for the usual private, non-commercial purpose, may be erected on any of said lots, such garage if erected shall be subject to the provisions of Paragraph 6 hereof.

NO INDIVIDUAL DWELLING STRUCTURE shall be erected on any lot of ground, the area of which is less than forty-five hundred (4,500) square feet.

INDIVIDUAL DWELLING STRUCTURES - any one side yard shall not be less than eight (8) feet wide and the sum total of the width of both side yards shall not be less than twenty (20) feet. This side yard restriction shall apply to any individual dwelling structure erected on any of said lots and also to any garage which is an integral part of such dwelling structure.

SEMI-DETACHED DWELLING STRUCTURES - the side yard shall not be less than fifteen (15) feet wide. This side yard restriction shall apply to any semi-detached dwelling structure erected on any of said lots and to any garage which would be an integral part of such dwelling structure: but shall not apply, however, to open porches, bay windows and steps attached to a dwelling.

An encroachment into the aforesaid set-back areas of not more than twelve (12) inches shall not constitute a violation of these restrictions.
