

# **BYLAWS GLENCANNON COMMUNITY ASSOCIATION**

## **ARTICLE I**

**NAME AND LOCATION:** The name of the corporation is Glencannon Community Association, hereinafter referred to as the "Association". The principal office of the corporation is located at P.O. Box 442, Vienna, Virginia 22183, but meetings of members and directors may be held at such places within the State of Virginia, County of Fairfax, as may be designated by the Board of Directors.

The Association is an entity organized as a non-profit under Virginia law and engages in activities described in Section 510(c)(4) of the Internal Revenue Code.

In addition to these bylaws, the Covenants and Articles of Incorporation govern the activities of the Association. In cases where these bylaws conflict with the Covenants or Articles of Incorporation, the Covenants or Articles of Incorporation control, unless prohibited by law. Questions concerning parliamentary procedure will be decided using the most recent version of Roberts Rules of Order.

## **ARTICLE II DEFINITIONS**

Section 1. "Association" refers to the Glencannon Community Association

Section 2. "Properties" refers to real property included in Glencannon subdivision as dedicated, platted and recorded in Deed Book 3114 at Page 739 of the Fairfax County land records, and re-subdivided in Deed Book 3147 at Page 490, Deed Book 3152 at Page 222, Deed Book 3229 at Page 519 and Deed Book 3229 at Page 523 of the Fairfax County land records, , and any additions that may be brought within the jurisdiction of the Association.

Section 3. "Common Area" refers to all real property owned by the Association for the common use and enjoyment of the Members of the Association.

Section 4. "Lot" refers to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Member" refers to each Owner.

Section 6. "Owner" refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation. This definition is intended to exclude

persons or entities who hold an interest merely as security for the performance of an obligation. Membership is attached to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Section 7. "Covenants" refers to the Amended and Consolidated Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Clerk of the Circuit Court of Fairfax County, Virginia.

### **ARTICLE III MEMBERSHIP**

Section 1. Membership. Every person or entity who is an Owner, is a Member of the Association. Ownership of such lot is the sole qualification for Membership. Members are entitled to one vote per each Lot owned.

Section 2. Suspension of Membership. During any period in which a Member is in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the Common Area of such Member may be suspended by the Board of Directors until such assessment has been paid.

### **ARTICLE IV PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

Each Member is entitled to the use and enjoyment of the Common Area and facilities as provided in the Covenants and these Bylaws. Any Member may delegate his or her rights of enjoyment of the Common Area and facilities to the members of his or her family, tenants or contract purchasers, who reside on the property. The rights and privileges of family members, tenants, and contract purchasers are subject to suspension to the same extent as those of the member. No Member, family member, tenant, or contract purchaser may alter the Common Area without permission.

### **ARTICLE V BOARD OF DIRECTORS: General**

Section 1. Number. The affairs of this Association are managed by a Board of 5 Directors, who must be Members of the Association. In addition, the immediate past President of the Association is an *ex officio* member of the Board of Directors for advisory purposes, but will not vote unless to cast a tie-breaking vote

Section 2. Nomination. Nominations for election to the Board of Directors are made by the current Board of Directors. The Board may create a nominations committee and delegate this function. Nominations may also be made from the floor at the annual meeting. The Board of Directors must nominate at least one candidate for each position on the Board of Directors.

Section 3. Election. Election to the Board of Directors is by secret written ballot at the annual meeting of the Membership.

Section 4. Term of Office. Members of the Board of Directors hold office for 1 year or until they are replaced at the annual meeting, unless they resign, are removed, or are otherwise unable or disqualified to serve.

Section 5. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association.

Section 6. Unexpired Terms. In the event of death, resignation or removal of a Director, a successor will be selected by the remaining members of the Board and serve for the remainder of the unexpired term.

Section 7. Compensation. No Director will receive compensation for any services rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of official duties, if approved by the Board.

## **ARTICLE VI MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors will be held monthly at such place and hour as determined by the Board.

Section 2. Quorum. A majority of the Directors constitutes a quorum for the transaction of business. The *ex officio* member counts as a Director for these purposes.

Section 3. Board Decisions. The Board may act only when a quorum is present and upon an affirmative vote of a majority of its members present at the meeting. The *ex officio* member will not vote unless to cast a tie-breaking vote

Section 4. Action Taken Without a Meeting of the Board of Directors. The Directors may take any action in the absence of a meeting of the Board of Directors which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved will have the same effect as though taken at a meeting of the Directors. Meetings of the Board of Directors may be held through telecommunications equipment if all persons participating can communicate with each other and such participation will constitute presence at such a meeting.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President, or by any two Directors, after not less than 3 days notice to each Director.

**ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board of Directors has the power to:

- (a) Enforce these Bylaws, including provisions related to the common area, architectural issues, porch and yard lights, driveways, and the maintenance of structures, yards, and fences.
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Covenants.
- (c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from 3 consecutive regular meetings of the Board of Directors.
- (d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to carry out the duties of the Board.
- (e) Raise revenue for the Association in conformance with these bylaws.
- (f) Cause an Owner to perform maintenance or a repair to a yard or structure, if the Owner is not properly maintaining the property. The Board must provide the Owner with notice, in writing, that their property is deficient and give the Owner 14 days to correct the deficiency or appeal the decision. If the deficiency is not corrected by the Owner, the Board may authorize payment to a third party to correct the deficiency. The Board may seek reimbursement for reasonable costs and may place a lien on the property to recover costs under this provision. The 14 day requirement does not apply if the property is scheduled for a real estate closing in less than 14 days. An Owner may request an extension beyond 14 days from the Board, subject to the discretion of the Board. Any decision of the Board may be appealed to the entire Membership at an Annual Meeting or Special meeting by notifying the Board of the intention to appeal.

Section 2. Duties. It is duty of the Board of Directors to:

- (a) Maintain a complete set of records for the Board and the Association, including meeting minutes, budget materials, financial records, all corporate documents, tax documents, and any other relevant documents. These documents must be made available to any Member for inspection, upon request. Meeting minutes and budget materials must be presented to the Members at the annual meeting or at any special meeting.
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (c) Announce the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period, as hereinafter provided in Article XI.
- (2) Send written notice of each assessment to every Owner via hard copy or electronically at least 30 days in advance of each annual assessment period.

(d) Issue, or to cause an appropriate Officer to issue, upon request by any Member, a document setting stating whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these documents. A document stating an assessment has been paid will serve as conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.

(f) Cause the Common Area to be properly and adequately maintained.

(g) Review of yard prior to real estate closing. Upon notification that a Lot will be transferred or sold at a real estate closing, the Board must review the yard contained on the Lot to ensure compliance with these bylaws. The Owner will be notified of any deficiencies and will have 14 days or until the closing date, which ever is shorter, to perform any necessary yard maintenance or repairs. The Board will not provide a real estate packet for closing without the correction of any yard deficiencies on the Lot.

## **ARTICLE VIII COMMITTEES**

Section 1. The Board of Directors must appoint an Architecture Committee consisting of at least 3 Members. The Vice President - Architecture will serve as a member of the Committee. In addition, the Board may appoint other committees as deemed appropriate in carrying out its purposes, such as:

(a) A Recreation Committee to advise the Board of Directors on all matters pertaining in the recreational program and activities of the Association.

(b) A Maintenance Committee to advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Properties, including the Common Area.

(c) A Social Committee to plan social events for the Association.

(d) An Audit Committee to perform the annual audit of the Association's financial records.

(e) A Nominations Committee to nominate individuals to serve on the Board.

## **ARTICLE IX MEETING OF MEMBERS**

Section 1. Annual Meetings. The annual meeting of the Members will be held each March at a time, date, and location of the Board's choosing.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members representing 1/4 of all of the votes of the entire membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members must be given by, or at the direction of, the Secretary by U.S. mail or electronically at least 15 days before such meeting to each Member's mailing or email address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice must specify the time, date, and location of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members or proxies representing 1/4th of the votes of the Membership will constitute a quorum for any action except as otherwise provided in the Articles of the Incorporation, the Covenants, or these By- Laws. If, however, such quorum is not present or represented at any meeting, the Board may suspend or adjourn the meeting without notice other than announcement at the meeting, until a quorum can be established.

Section 5. Voting. The Membership may act only when a quorum is present and upon an affirmative vote of a majority of the Members present or proxies at the meeting.

(a) Board of Directors Election. Members or their proxies may cast one vote per Lot for each vacant Board of Directors position, according to each Member's Lot ownership. Under no circumstances may the vote total for each vacant Board of Directors position exceed the total number of Lots in the Association. If there are more than 5 candidates for election to the Board there will be two ballots. Those 5 candidates receiving the largest number of votes on the first ballot will remain as candidates on the second ballot and on the second ballot those receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

(b) Other Meeting Agenda Items. Members or their proxies may cast one vote per Lot on each meeting agenda item, according to each Member's Lot ownership. Under no circumstances may the vote total for any meeting agenda item exceed the total number of Lots in the Association.

(c) Special Assessments. Special Assessments are voted on using the procedures contained in Article XI.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies must be in writing and filed with the Secretary. Each proxy is revocable and will automatically terminate upon conveyance by the Member of their Lot or Lots.

## **ARTICLE X OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The Officers of this Association are President, Vice President for Architecture, Vice President for Common Area, Secretary, and Treasurer. All Officers are also members of the Board of Directors.

Section 2. Election of Officers. The election of officers will take place at the first meeting of the Board of Directors following each Annual Meeting of the Members. The first meeting of the new Board may take place immediately after the Annual Meeting.

Section 3. Term. The Officers of this Association are elected annually by the Board and hold office for 1 year or until they are replaced at the annual meeting, unless they resign, are removed, or are otherwise unable or disqualified to serve.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board.

Section 6. Vacancies. A vacancy in any Office may be filled by the Board. The Officer will serve for the remainder of the term of the Officer they replaced.

Section 7. Duties. The duties of the officers are as follows:

(a) President. The President presides at all meetings of the Board of Directors; executes all decisions of the Board; signs all leases, mortgages, deeds, contracts, and other written instruments and co-signs all checks which are in amounts in excess of \$100 and all promissory notes. The President may appoint non-officer positions. The President oversees the Nominations Committee.

(b) Vice President for Architecture. The Vice President for Architecture oversees all architectural issues and is a member of and will oversee the Architecture Committee. During the absence or incapacity of the President or when circumstances prevent the President from acting, the Vice President for Architecture assumes the duties and exercises the powers of the President. The Vice President for Architecture performs any other duties assigned by the President.

(c) Vice President for Common Area. The Vice President for Common Area oversees maintenance of the Properties and the Common Area. This includes Common Area lawn mowing, tree, branch and brush removal, upkeep of the playground and park benches, and issues related to Piney Branch Creek. The Vice President for Common Area may negotiate with private contractors or solicit volunteers to perform maintenance. The Vice President for Common Area oversees the Maintenance Committee. During the absence or incapacity of the Vice President for Architecture or when circumstances prevent the Vice President for Architecture from acting, the Vice President for Common Area assumes the duties and exercises the powers of the Vice President for Architecture. The Vice President for Common Area performs any other duties assigned by the President.

(d) Secretary. The Secretary records the votes and keeps the minutes of all meetings and proceedings of the Board and of the members; keeps the corporate seal of the Association and affixes it on all papers requiring the seal; serves notice of meetings of the Board and of the Members; and keeps appropriate current records showing the members of the Association together with their addresses. During the absence or incapacity of the Vice President for Common Area or when circumstances prevent the Vice President for Common Area from acting, the Secretary assumes the duties and exercises the powers of the Vice President for Common Area. The Secretary performs any other duties assigned by the President. The Secretary oversees all social activities, including the Social Committee and will oversee the Recreation Committee.

(e) Treasurer. The Treasurer receives and deposits in appropriate bank accounts all funds of the Association and disburse such funds as directed the Board of Directors; signs all checks and

promissory notes of the Association; keeps proper books of account; causes an annual audit of the Association books to be made at the completion of each fiscal year; and prepares an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. The budget is composed of at least the following categories of expense; Common Area Maintenance, Common Area Refurbishment, Electrical, Contingency Fund, Special Projects, Insurance, Social Activities, Miscellaneous Expenses. The Social Activities Expenses must not exceed 10% of the total budget. All Association bank accounts must be opened in the name of the Association, using the Association IRS taxpayer ID (EIN). The Treasurer oversees the Audit Committee. During the absence or incapacity of the Secretary or when circumstances prevent the Secretary from acting, the Treasurer assumes the duties and exercises the powers of the Secretary. The Treasurer performs any other duties assigned by the President.

## **ARTICLE XI ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each Member is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, will be a charge on the land and will be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees will also be the personal obligation of the Owner(s) of such property at the time when the assessment was due and will not pass to his or her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association will be used exclusively for the purposes of maintaining and increasing property values, promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular, for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the Properties.

Section 3. Annual Assessments. Beginning April 1, 2012, the annual assessment will be \$166.00 per lot payable by March 1, 2012.

(a) The annual assessment will increase effective April 1 of each year without a vote of the membership or the Board to an amount equivalent to the rise in inflation according to the Consumer Price Index for All Urban Consumers (CPI-U) for the previous calendar year or 5%, whichever is higher. The Treasurer will implement this increase automatically each year, unless the Board votes to block or reduce the increase.

(b) Any increase in the annual assessment above the rise in inflation according the CPI-U for the previous calendar year or 5% must be approved by the Membership at the annual meeting according to Article IX. Written notice of the need to increase the assessment must be sent to all members not less than 30 days in advance of the Annual Meeting or special meeting. Any



decrease in the annual assessment must be approved by the Membership at the annual meeting according to Article IX.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, replacement, or maintenance related to the Common Area, Association property, or any other obligation of the Association. Any Special Assessment must be approved by the Membership at the annual meeting. Written notice of the need for the Special Assessment must be sent to all members not less than 30 days in advance of the Annual Meeting or special meeting. If approved, Special Assessments may be collected on due dates established by the Board of Directors.

Section 5. Quorum for Any Action Related to Special Assessments. At the first meeting to consider a Special Assessment, the presence at the meeting of Members or of proxies entitled to cast 2/3 of all the votes of the Membership will constitute a quorum. If the required quorum is not established at the first meeting, a second meeting may be called within 60 days, subject to the notice requirement set forth in Sections 3 and 4, and the presence at the second meeting of Members or of proxies entitled to cast 1/2 of all the votes of the Membership will constitute a quorum.

Section 7. Voting on Special Assessments. Any Special Assessment must be approved by a 2/3 vote of the Members who are voting in person or by proxy at the annual meeting or a special meeting called for this purpose. Members or their proxies may cast one vote per Lot on the Special Assessment, according to each Member's Lot ownership. Under no circumstances may the vote total for any special assessment exceed the total number of Lots in the Association. Written notice of the need for the special assessment must be sent to all Members not less than 30 days in advance of the Annual Meeting or special meeting.

Section 6 Uniform Rate. Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

Section 8. Due Dates of Annual Assessment. The Board of Directors must provide written notice by U.S. mail or electronically of the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. The due dates will be established by the Board of Directors.

Section 9. Effect of Non-Payment of Assessments. Remedies of the Association. Any assessments which are not paid when due are delinquent. If the assessment is not paid within 30 days after the due date, the Treasurer may impose an interest charge from the date of delinquency at the rate of 6% per year, and the Association may bring legal action against the Owner(s) personally obligated to pay the assessment or foreclose the lien against the property. Interest, reasonable costs, and reasonable attorney's fees related to any such action may be added to the amount of the assessment. No Owner may waive or otherwise escape liability for any assessments for any reason, including nonuse of the Common Area or abandonment of his or her Lot(s).

Section 10. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein will be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot will not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, will extinguish the lien of such assessments as to payments thereof, which became due prior to such sale or transfer. No sale or transfer will relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE XII BOOKS AND RECORDS**

The books, records and papers of the Association will at all times during reasonable hours, be subject to inspection by any Member. The Covenant, the Articles of Incorporation and the By-Laws of the Association will be available for inspection by any Member at the residence of the Secretary where copies may be purchased at reasonable costs.

## **ARTICLE XIII CORPORATE SEAL**

The Association will have a seal in circular form having within its circumference the words: GLENCANNON COMMUNITY ASSOCIATION.

## **ARTICLE XIV AMENDMENTS**

Section 1. These By-Laws may be amended, at an Annual Meeting or Special Meeting of the Members according to the procedures found in Article IX.

Section 2. In cases where these By-Laws conflict with the Covenants or Articles of Incorporation, the Covenants or Articles of Incorporation control, unless prohibited by law.

## **ARTICLE XV FISCAL YEAR**

The fiscal year of the Association begins on the first day of April and ends on the 31st day of March of the following year.

## **ARTICLE XVI ARCHITECTURAL COMMITTEE**

Section. 1. Architectural Committee. The Architectural Committee will be composed of at least 3 representatives appointed by the Board of Directors. The Vice President - Architecture will serve as a member of the Architectural Committee. A majority of the Committee may designate

a representative to act for it. In the event of the death or resignation of any member of the Committee, the Board will appoint a successor. Neither the members of the Committee nor its designated representative are entitled to any compensation for their services.

Section 2. Architectural Changes. Owners must submit any proposed changes to structures or fences in advance to the Architectural Committee.

Section 3. Meetings. The Architectural Committee will hold meetings on an as needed basis, but will meet at least once per fiscal year.

Section 4. Deliberations. A meeting is not necessary to conduct Committee business. Committee business, including votes, may be held remotely, by phone, email, or other means. The Committee may only act upon an affirmative vote of a majority of its members and must act within 45 days of the submission of an architectural change request. If the Committee deadlocks, the matter will be referred to the Board and the Board will decide the matter. An Owner may appeal any decision of the Committee to the Board by notifying the Committee in writing that he or she wishes to appeal. The Committee will inform the Board of all decisions.

Section 5. Review Prior to Real Estate Closing. Upon notification that a Lot will be transferred or sold at a real estate closing, the Architectural Committee must review each structure and fence contained on the Lot to ensure compliance with these bylaws. The Owner will be notified of any deficiencies and will have 14 days or until the closing date, whichever is shorter, to make any necessary changes or repairs. The Board will not provide a real estate packet for closing without the approval of the Architecture Committee.

Section 6. Jurisdiction. The Board delegates authority for interpreting Articles XVII and XVIII to the Committee, but reserves the right to overrule any decision of the Committee or direct a decision of the Committee.

## **ARTICLE XVII STRUCTURES**

Section 1. Permanent Structures. All Lots in the Association are residential lots and no structure may be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and any Architecture Committee approved shed, playhouse, swing set, or play structure. Owners may also erect an addition to the dwelling or a patio or deck, subject to Architecture Committee approval. Any substantive changes, including driveway and lamp post changes, must be approved by the Architecture Committee.

Section 2. Temporary Structures. No structure of a temporary nature, such as a trailer, tent, shack, garage, barn, playhouse, or other outbuilding, may be used on any lot at any time as a residence either temporarily or permanently.

Section 3. Damaged Structures. In the event a structure is partially or totally destroyed, the Architecture Committee will make every reasonable effort to work with the Owner or authorized representative of the Owner, to facilitate prompt approval of renovation or re-construction plans that maintain harmony of external design and location in relation to surrounding structures and

topography. The Architectural Committee will incorporate current architectural and building standards of surrounding communities into its deliberations in an effort to maintain and enhance real estate values and aesthetic quality for all Members.

### **ARTICLE XVIII FENCES**

Peripheral fences must be consistent with the intent and design of the original community construction - estate style fences with 4x4 posts and 4 or 5 boards (with a strong preference for 5 boards). Any substantive changes to fences must be approved by the Architecture Committee. Fences must be maintained only in side or rear yards and may not extend into the area between the street and the front building restriction line, with the exception of those lots bordering the Common Area entrances. Fences are required along the sides and rear of all lots. Fences that have been removed or left damaged by a previous Owner are the responsibility of the current Owner who must replace or repair the fence at his/her own expense. Owners are jointly responsible for fences common to two lots. Owners are responsible for all fences that are common to their lot and the Common Area and those that are common to their lot and property outside of the Association. It is the responsibility of each Owner to maintain all fences bordering his or her property. Owners that share a common fence jointly share the responsibility for fence maintenance, repair and/or replacement. Fences along common lot borders are considered joint property, even if the fence lies completely in one lot. All other non-peripheral fences, walls or other structures such as those required by Fairfax County to enclose pools or pets, must be approved by the Architecture Committee and comply with the Fairfax County Code.

### **ARTICLE XIX YARDS**

All lots and yards must be maintained in a neat and attractive manner so as not to detract from the appearance of the Association. Lawns shall be maintained so that the grass is never more than 6 inches high. Lawns must be edged and trimmed and weeds and grass must be pulled or trimmed in pavement cracks. Shrubbery must be neatly trimmed. Trees, shrubbery and hedges along the public sidewalk must be trimmed so as not to extend over the sidewalk or above a height of 6 feet. Sidewalks should be well-lit by a lamp post turned on at dusk and off at dawn.

### **ARTICLE XX VEHICLES**

No boats, trailers, unused vehicles or vehicles other than automobiles which are in active use, may be parked forward of any dwelling for a period exceeding 4 calendar days.

### **ARTICLE XXI ANIMALS**

No livestock, including horses, cattle, and hogs, nor fowl such as chickens and pigeons may be kept on the Properties. The breeding of animals for commercial use is prohibited, but nothing contained herein should be construed to prohibit the keeping of the usual domestic pets. No

more than two domestic pets shall be kept at any one time without the approval of the Board. Pets must be restrained and controlled as required by Fairfax County.

**ARTICLE XXII  
SIGNS**

No sign of any kind shall be displayed to the public view on any lot except:

- One professional sign of not more than one square foot, for a period not to exceed one month without permission from the Board.
- One sign of not more than 5 square feet, advertising the property for sale or rent.

**ARTICLE XXIII  
ENFORCEMENT**

The Board may enforce any provision contained in these bylaws. The Board must provide the Owner with notice, in writing, that they are in violation of these Bylaws and give the Owner 14 days to correct the problem or appeal the decision. The 14 day requirement does not apply if the property is scheduled for a real estate closing in less than 14 days. If the deficiency is not corrected by the Owner, the Board may authorize payment to a third party to correct the deficiency. The Board may seek reimbursement for reasonable costs and may place a lien on the property to recover costs under this provision. Any decision of the Board may be appealed to the entire Membership at an Annual Meeting or Special meeting by notifying the Board of the intention to appeal. The Board may seek reimbursement for reasonable costs and may place a lien on the property to recover costs under this provision.

Adopted on March 21, 2012 by a vote of the Members at the 2012 Glencannon Annual Meeting.

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Gayle Abbott, President 2011-2012

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Cathy Conroy, Secretary 2011-2012