

CC&Rs
Hunters Creek Homes Inc.

Order: MSFM3HDY4
Address: 401 Cavendish St Lot 113
Order Date: 08-15-2025
Document not for resale
HomeWiseDocs

Covenants and Restrictions

Covenants and Restrictions

This is a copy of the Covenants and Restrictions that are part of the Deed of each lot in Hunters Creek. They were originally made part of the Deed of Dedication and Subdivision, made August 29, 1973 and shall run with the land and be binding thereto. Therefore, they are incorporated into the Deed of each Hunters Creek and Windyn property.

1. No portion of a lot created by this instrument shall be used for any professional, industrial, mining or commercial activities except as can be and are in fact conducted from a single family residence as provided in Section 28-3-1, Article II, Chapter 28, Code of the Town of Herndon, Virginia.
2. No clothing, laundry or wash shall be aired or dried on any portion of the lots in any area other than in the rear yards of the lots.
3. No tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.
4. No noxious or offensive activity shall be carried on upon any portion of the residential property, nor shall anything be done thereon or permitted to remain on any lot which may be or become a nuisance or annoyance to the neighborhood.
5. No sign of any kind that is illuminated and/or larger than 2 square feet shall be displayed to the public view of any lot, except for temporary real estate signs no more than four square feet in an area advertising the property for sale or rent and except for temporary signs erected in connection with the development, construction, lease or sale of improved lots.
6. No horse, pony, cow, chicken, pig, hog, sheep, goat or other domestic or wild animal shall be kept or maintained on any lot other than common household pets, provided that they are not kept, bred or maintained for commercial purposes.
7. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any lot.
8. No person shall paint the exterior of any building a color different than the original color of said building without the proposed color having been approved by the Board of Directors of the Association, or by the Architectural Control Committee [\[1\]](#) appointed by the Board.
9. No structure or addition to a structure shall be erected, placed or altered on any lot until the specifications, including elevation, material, color and texture and a site plan showing location of improvement with grading modifications shall be approved in writing by the Board of Directors of the Association or an Architectural Control Committee appointed by the Board. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway or appurtenances to any of the aforementioned.
10. No junk vehicle or house trailer shall be kept on any lot. No storage or boats, boating equipment, travel trailers or camping equipment shall be visible from the street. The location and design of enclosures for boating, camping, traveling (other than automobiles) and related equipment shall be approved by the Architectural Control Committee, as required under Paragraph 9 therein.
11. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Deed of Dedication and Subdivision. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
12. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.
13. The covenants and restrictions of this Deed of Dedication and Subdivision shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any lot subject to this Deed of Dedication and Subdivision, their respective legal

representatives, heirs, successors and assigns, for a term of twenty (20) years from the date of this Deed of Dedication and Subdivision is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Deed of Dedication and Subdivision may be amended during the first twenty (20) years by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by no less than seventy-five percent (75%) of the Lot Owners, provided that in either case the amendment shall also be approved by the Town Manager of the Town of Herndon, Virginia. Any amendment must be properly executed.