

***Appendix 02/Rules and Regulations**
Hunters Creek Homes Inc.

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Hunters Creek Homes
Community Handbook



JUNE 2023

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Pre Decisional Document DRAFT

Chapter 1. Introduction

The Hunters Creek Homes Association (HCHA) Board of Directors and Architectural Review Committee (ARC) have developed this edition of the Hunters Creek Community Handbook, published and effective as of June 18, 2023.

Each property owner in Hunters Creek is a member of the HCHA. All homeowners and tenants should be aware of their rights and responsibilities set forth in the following documents:

- Covenants and Restrictions of the Hunters Creek Deed of Declaration
- Amended By-Laws
- Articles of Incorporation
- Rules and Regulations of the current version of the Community Handbook

Regulations

The Town of Herndon regulates structures, additions, storage/utility buildings, fences, satellite dishes, and other pertinent exterior items through the Department of Public Works (DPW). The DPW issues building permits and performs inspections (for instance for additions, decks, storage/utility buildings, and satellite dishes). The Department of Community Development (DCD) is the Zoning Ordinance compliance body for the Town of Herndon. The DCD formulates and enforces regulations for fences, storage shed placement, locations of decks, and other exterior structures.

Purpose

The Board of Directors of the HCHA hopes that this handbook will be helpful in informing each homeowner and tenant of the rules and regulations that affect our community. The overall goal of the handbook is to keep our community well maintained and attractive to better protect all our property values.

For New Residents: Welcome to Hunters Creek!

Welcome to Hunters Creek, new residents! We're excited to have you as part of our community.

To help you get settled in, we've compiled some helpful information. Please feel free to contact any member of the board or your neighbors if you have any questions.

Revisions made to initial governing documents have been made for grammar, spelling and punctuation but not changing or altering the content of the original documents tied to the deed of the property.

History

Hunters Creek was built in 1973 by the developers Miller & Smith, and Ryan on what used to be the Bicksler Farm property. There are still many residents living here who are original owners. There are 273 single-family homes in the neighborhood.

Garbage and Recycling

Garbage is collected from the curb on Wednesdays, except on holidays, when it is collected on the following day. Garbage must be placed in town-provided covered plastic cans (not plastic bags), as crows will otherwise access any unprotected garbage. Please do not place your garbage out before the afternoon of the day before collection and keep your cans out of sight in the back of your house during the week. Recycling is collected on Mondays. All #1 and #2 plastic containers, and cans, can be mixed in the blue toter provided by the Town.

Yard Maintenance and Home Improvement

All property in Hunters Creek must be maintained in a neat and safe manner. Branches hanging over the sidewalk and bushes protruding into the sidewalk must be cut back to allow people to walk by freely. Grass must be cut regularly during the spring and summer and cannot be longer than 8 inches. Any broken shutters, windows, doors, etc. must be repaired in a timely fashion.

Before making any major changes to your property, such as a new deck or siding, you must contact the Architectural Review Committee (ARC) and the Town of Herndon (703-435-6804) to ensure that the changes meet neighborhood and town requirements. The ARC will conduct an annual inspection of all homes in Hunters Creek to ensure that they are being maintained properly. If there are any problems with your property, you will receive a letter with a list of required changes.

Swim and Racquet Club

The Hunters Creek Swim and Racquet Club is open to Hunters Creek residents and others who buy a membership and pay an annual fee. It is located across Herndon Parkway. For more information, go to About Hunters Creek, Hunters Creek Swim and Racquet Club

Board of Directors

The Hunters Creek Community Association is managed by a **volunteer** board of directors, who are elected on a rotating basis every year. The board is responsible for developing the budget, overseeing the maintenance of common areas, and resolving any disputes that may arise within the community. The board meets once a year in October to discuss important issues affecting the community.

Property Sale in Hunters Creek

When a property in Hunters Creek is sold, the seller is required by law to provide the buyer with an association disclosure packet. The packet must disclose the following information:

- Whether all assessments and other charges have been paid to the association.
- Whether the property follows all architectural or other regulations or covenants of the association.
- The financial condition of the association.
- The covenants and other documents recorded among the land records of Fairfax County.
- The association's articles of incorporation and bylaws.
- Any rules and regulations or architectural guidelines adopted by the association.

The buyer is also entitled to request information about the status of any assessments or liens against the property. This information can be obtained from the seller, the association, or the settlement agent.

The Intent of the Legal Requirement

The intent of the legal requirement is to protect both buyers and sellers. The disclosure packet provides buyers with important information about the property, such as whether all assessments have been paid and whether the property follows all applicable regulations. The packet also protects sellers by providing official certification that the property complies.

The Process

The association's provider, HomewiseDocs, will prepare and certify the disclosure packet within several days, if there are no violations or other complications.

Assessment and Lien Status of the Property

The settlement agent or title company will need to confirm the status of the property's annual assessment payment and any other assessments or liens against the property by the association. This information can be obtained from the seller, the association, or the title company.

HomewiseDocs

HomewiseDocs is a company that specializes in providing association disclosure packets for homeowner's associations. They have a team of experienced professionals who can quickly and efficiently prepare a disclosure packet that meets all legal requirements.

To learn more about HomewiseDocs or to request documents, please visit their website at www.homewisedocs.com.

Important Note

The information in this document is for general informational purposes only and is not intended to be legal advice. If you have any questions about the legal requirements for selling a property in Hunters Creek, you should consult with an attorney.

Hunters Creek Homes Association Authorizing Documents and Enabling Legislation

The Hunters Creek Homes Association (hereinafter referred to as the "Association") is a non-stock non-profit corporation organized and existing under the laws of the Commonwealth of Virginia. The existence, authority, and governing procedures of the Association are based upon the following documents:

- Covenants and Restrictions. The Covenants and Restrictions are recorded in the land records of Fairfax County, Virginia. They establish the rules and regulations governing the use and maintenance of property within the Association's boundaries.
- Bylaws. The Bylaws are the internal rules of the Association. They govern the election of officers, the conduct of meetings, and the management of the Association's affairs.
- Articles of Incorporation. The Articles of Incorporation are the founding document of the Association. They establish the Association's purpose, powers, and structure.

The Association is also subject to the Virginia Property Owners Association Act (hereinafter referred to as the "Act"). The Act grants the Association the authority to enforce the Covenants and Restrictions, to collect assessments, and to maintain the common areas of the development.

Copies of the Covenants and Restrictions, Bylaws, Articles of Incorporation, and Act are available for inspection.

The Town of Herndon Municipal Code, including zoning ordinances, is also applicable to the Association. The Town of Herndon has the authority to enforce its ordinances, and the Association may seek enforcement of the Town's ordinances by the Town.

In addition to the foregoing, the Association is also subject to all applicable federal, state, and local laws and regulations.

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Covenants and Restrictions of Hunters Creek Homes Association

Actual covenants are available on our website and with governing documents : The below is a summary of the covenants and restrictions

The following covenants and restrictions shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Hunters Creek Homes Association (hereinafter referred to as 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 not 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.

No Commercial Activities

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.

No Laundry Drying

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.

No Obstructive Plantings

No tree, hedge, or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic.

No Nuisances

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.

No Signs

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 4 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.

No Animals

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, if they are not kept, bred, or maintained for commercial purposes.

Trash and Garbage

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.

Building Colors

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 appointed by the Board.

Structures

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.

Junk Vehicles

No junk vehicle or house trailer shall be kept on any lot. No storage of 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.

Enforcement

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.

Invalidation

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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Amended By-Laws of Hunters Creek Homes Association

Article I (Name and Location)

NAME AND LOCATION. The name of the corporation is HUNTERS CREEK HOMES ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 4084 University Drive, Fairfax, Virginia, but a \meeting 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.

Article II Definitions

Section 1. "Association" shall mean and refer to Hunters Creek Homes Association, its successors, and assigns.

Section 2. "Properties" shall mean and refer to all real property which, from time to time, may be brought within the jurisdiction of the Association.

Section 3. "Recreation Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. "Member" shall mean and refer to every person or entity who is a record owner of a fee or undivided fee interest in any residential lot which is subject to the Covenants and Restrictions for Hunters Creek in Sections One, Two and Three, Hunters Creek, as the same may from time to time be dedicated, platted, and recorded among the Fairfax County, Virginia, land records.

Section 5. "Dedication" shall mean and refer to the Deed of Dedication and Subdivision applicable to the Properties recorded in the Office of the Clerk of the Circuit Court of Fairfax County, Virginia.

Article III Membership

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any residential lot which is subject to the Covenants and Restrictions for Hunters Creek as the same may from time to time be dedicated, platted, and recorded among the Fairfax County, Virginia, land records, shall be a Class A member of the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation. No owner, whether one or more persons, shall have more than one membership per lot. Membership shall be appurtenant to and may not be separated from ownership of any lot. Ownership of such lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the Recreational Area and recreational

facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Recreational Area and facilities.

Article IV Property Rights: Rights of Enjoyment

Every member shall be entitled to the use and enjoyment of the Recreational Area and facilities as provided in the Dedication, subject to the following provisions:

- A. The right of the Association to limit the number of guests of members.
- B. The right of the Association to charge reasonable admission and other fees for the use of the Recreational Area or facilities situated upon the Recreational Area.
- C. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Recreational Area and facilities and in aid thereof to mortgage said property and to acquire property encumbered by deed or deeds of trust securing improvements on said property.
- D. The right of the Association to suspend the voting rights and right to use of the Recreational Area and recreational facilities by a member for any period during which any assessment remains unpaid; and, for a period not to exceed ninety (90) days for any infraction of its published rules and regulations.
- E. The right of the Association at any time or upon dissolution to dedicate or transfer, subject to approval of the appropriate authorities of the Town of Herndon, Virginia, all, or any part of the Recreational Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A and Class B membership, respectively, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance.
- F. The right of the Association at any time to lease all or any part of the Recreational Area upon whatever terms and conditions it deems appropriate.
- G. Any member may delegate his rights of enjoyment of the Recreational Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegee. The rights and privileges of

such delegee, are subject to suspension to the same extent as those of the member.

Article V Board of Directors: Selection: Term of Office

Section 1. Number

The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

Section 2. Election

At the first annual meeting, the members shall elect one director for a term of one year, two directors for a term of two years, and two directors for a term of three years. As the terms of such directors expire, new directors shall be elected for terms of three years.

Section 3. Removal

Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation

No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article VI. Meetings of Directors

Section 1. Regular Meetings

Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings

Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII. Nomination and Election of Directors

Section 1. Nomination

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Article VIII: Election of the Board of Directors

Elections shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VIII: Powers and Duties of the Board of Directors

Section 1: The Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Recreation Area, Facilities, and Lots, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof, including the imposition of monetary charges and suspension of privileges in accordance with Section 55-513 of the Virginia Property Owners' Association Act.

(a) To exercise for the Association all powers, duties, and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Deed of Dedication and Subdivision, Deed of Conveyance, and Deed of Release dated August 29, 1973, and recorded in Deed Book 3911, at page 53, among the land records of Fairfax County, Virginia, and by Deed of Resubdivision, Dedication and Subdivision, Deed of Conveyance and Deed of Release dated September 23, 1976.

(b) To declare the office of a member of the Board of Directors vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(c) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2: Duties. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote.

(b) To supervise all officers, agents, and employees of this Association and to ensure that their duties are properly performed.

(c) To fix the amount of the annual assessments against each member at least thirty (30) days in advance of the annual assessment period, as provided in Article XII.

(d) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.

(e) To issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. The Board may charge a reasonable fee for the issuance of these certificates. Such a certificate shall be conclusive evidence of any assessment therein stated to have been paid.

(f) To procure and maintain adequate liability insurance and to obtain adequate hazard insurance on property owned by the Association.

(g) To cause all officers or employees having fiscal responsibilities to be bonded as deemed appropriate.

(h) To cause the Recreational Area and facilities to be maintained.

Article IX: Committees

Section 1. The Association shall appoint an Architectural Control Committee for Class A members only, as provided in the Dedication. The Association shall also appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors may appoint other committees deemed appropriate to carry out its purposes. These committees may include:

(a) A Recreation Committee, which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association. It shall also perform other functions as determined by the Board, at its discretion.

(b) A Maintenance Committee, which shall advise the Board of Directors on all matters pertaining to the maintenance, repair, or improvement of the Properties. It shall also perform other functions as determined by the Board, at its discretion.

(c) A Publicity Committee, which shall inform the members of all activities and functions of the Association. After consulting with the Board of Directors, it shall make public releases and announcements in the best interests of the Association.

(d) An Audit Committee, which shall supervise the annual audit of the Association's books. It shall also approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article XI, Section 8(d). The Treasurer shall be an ex officio member of the Committee.

Section 2. Each committee shall have the duty to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to another committee, director, or officer of the Association concerned with the matter presented.

Article X: Voting Rights

The Association shall have two classes of voting membership:

Class A: Class A members shall include all Owners as defined in Article III, except for Class B members. Each Class A member shall be entitled to one vote for each lot in which they hold the membership interest required by Article III. If multiple individuals hold such interest in any lot, all such persons shall be members. The vote for such a lot shall be exercised as determined among themselves, but no more than one vote shall be cast with respect to any lot.

Class B: The Class B member shall be Otis D. Coston, Jr. and Gordon V. Smith, Trustees, or their successors or assigns. They shall be entitled to three (3) votes for each lot in which they hold the membership interest required by Article III. However, the Class B membership shall cease, and a Class A membership with one (1) vote for each lot in which it holds an interest shall be issued upon the occurrence of either of the following events, whichever occurs earlier:

1. When the total votes outstanding in the Class A memberships equal the total votes outstanding in the Class B membership.
2. On January 1, 1981.

Note: After both events have occurred, only one class of membership will exist in the Association.

Article XI: Meetings of Members

Section 1. Annual Meetings: The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association. Each subsequent regular annual meeting of the members shall be held in October at 8:00 P.M. If the day for the annual meeting is a legal holiday, the meeting will be held at the same hour on the first non-holiday day following.

Section 2. Special Meetings: Special meetings of the members may be called at any time by the president, the Board of Directors, or upon written request of members who are entitled to vote one-fourth (1/4) of all the votes of the entire membership.

Section 3. Notice of Meetings: Written notice of each meeting of the members shall be given by, or

at the direction of, the secretary or the person authorized to call the meeting. The notice shall be mailed, postage prepaid, at least 15 days before the meeting, to each member entitled to vote. The notice shall be addressed to the member's address as recorded in the Association's books or supplied by the member for the purpose of notice. It shall specify the place, day, and hour of the meeting. In the case of a special meeting, the purpose of the meeting shall also be specified.

Section 4. Quorum: A quorum for any action, except as otherwise provided in the Articles of Incorporation, the Dedication, or these By-Laws, shall consist of the presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes entitled to be cast. If such a quorum is not present or represented, the members entitled to vote may adjourn the meeting. They shall then call another meeting to be held within two to thirty days after the scheduled meeting. The required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 5. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon the conveyance of the member's lot.

Article XIV Annexation

Additional residential property, recreational areas or common areas may be annexed to the Properties by OTIS D. COSTON, JR. and GORDON V. SMITH, TRUSTEES, or their successors or assigns without the consent of the other members until September 1, 1979; provided, however, that the right to annexation of additional property to the Properties shall be limited to that certain tract or parcel of land being more particularly described in a certain Deed of Conveyance dated March 12, 1970 to James B. Lockwood, Jr. and Phillip B. Shalloway, and recorded in Deed Book 3280, at page 547, in the land records of Fairfax County, Virginia and containing 10.1129 acres, more or less; and thereafter, with the consent of TWO-THIRDS (2/3) of the votes, in person or by proxy, entitled to be cast by the entire membership.

Article XV Books and Records

The books, records and papers of the Association shall always, during reasonable business hours, be subject to inspection by any member. The Dedication, the Articles of Incorporation and

the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

Article XII: Officers and Their Duties

Section 1: Enumeration of Officers

The officers of this Association shall consist of a president and vice-president, who must be members of the Board of Directors, a secretary, and a treasurer. The Board may also create additional officers through a resolution.

Section 2: Election of Officers

The election of officers shall occur during the first meeting of the Board of Directors following each annual meeting of the members.

Section 3: Term

The officers of this Association shall be elected annually by the Board and shall hold office for three (3) years, unless they resign, are removed, or are otherwise disqualified.

Section 4: Special Appointments

The Board may appoint additional officers as necessary to fulfill the Association's needs. Each appointed officer shall serve for a specific period, possess designated authority, and perform assigned duties as determined by the Board.

Section 5: Resignation and Removal

Any officer may be removed from office with or without cause by the Board. Similarly, an officer may resign at any time by providing written notice to the Board, the president, or the secretary. The resignation shall take effect upon receipt of the notice or at a later specified time, and acceptance of the resignation is not required unless stated.

Section 6: Vacancies

A vacancy in any office may be filled according to the regular election process. The elected individual to fill the vacancy shall serve for the remaining term of the officer they replace.

Section 7: Multiple Offices

The same person may hold the positions of secretary and treasurer. However, no individual can simultaneously hold more than one of the other offices, except in the case of special offices created under Section 4 of this Article.

Section 8: Duties

The officers shall perform the following duties:

President:

- (a) Preside over all meetings of the Board of Directors.
- (b) Ensure the implementation of Board orders and resolutions.
- (c) Sign all leases, mortgages, deeds, and other written instruments.
- (d) Co-sign all promissory notes.

Vice-President:

- (a) Act as the president's substitute in case of absence, inability, or refusal to act.
- (b) Fulfill any additional duties assigned by the Board.

Secretary:

- (a) Record the votes and minutes of all meetings and proceedings of the Board and members.
- (b) Maintain the corporate seal and affix it to all necessary documents.
- (c) Notify members of Board and member meetings.
- (d) Keep updated records of the Association's members and their addresses.
- (e) Perform any other duties as required by the Board.

Treasurer:

- (a) Receive and deposit all Association funds into appropriate bank accounts.
- (b) Disburse funds as directed by the Board's resolutions.
- (c) Sign all promissory notes of the Association.
- (d) Maintain accurate accounting books.
- (e) Arrange for an annual audit of the Association's books by a public accountant.
- (f) Prepare an annual budget and a statement of income and expenditures, presenting them at the regular annual meeting and

providing copies to members.

Article XIII: Assessments

Section 1: Purpose of Assessments

The assessments levied by the Association shall be solely used to promote the recreation, health, safety, and welfare of the residents of Lots. Specifically, these assessments shall support the improvement, maintenance, and services related to the Recreational Area and facilities. This includes trash service, snow removal, and the upkeep of all Properties not transferred to the Town of Herndon. Note that the Town of Herndon does not provide services to these properties.

Section 2: Creation of the Lien and Personal Obligation

(a) Upon accepting a deed to a Lot, each member is deemed to covenant and agree to pay (1) annual assessments or charges and (2) special assessments for capital improvements to the Association. These assessments, along with interest, late fees, and collection costs, shall be a charge and continuing lien on the Lot. The personal obligation to pay such assessments rests with the Owner of the property when the assessment falls due, unless explicitly assumed by successors in title.

(b) Class A members may be subject to additional assessments for improvements, maintenance, and services pertaining to the use and enjoyment of Hunters Creek lots, as consented to by Class A members in a vote.

Section 3: Basis and Maximum of Annual Assessments

Until January 1 of the year following the conveyance of the first Lot, the maximum annual assessment for the Recreational Area and facilities shall be \$150.00 for Class A members. Class B members shall pay a \$5.00 annual assessment per recorded Lot until the dwellings or improvements are occupied, at which point the Class B member shall pay 100% of the regular monthly assessments until the Lot is conveyed.

(a) Starting from January 1 of the year following the conveyance of the first Lot, the maximum annual assessment may be increased each year without membership vote, aligned with the rise in the Consumer Price Index published by the Department of Labor, Washington, D.C., for the preceding year.

(b) Furthermore, starting from January 1 of the year following the conveyance of the first Lot, the maximum annual assessment may be increased beyond the Consumer Price Index formula through a vote by the members. This vote is required every three (3) years, with the assent of at least two-thirds (2/3) of the votes

from each class of members. The purpose of the meeting must be communicated to the members in writing, with notice sent 30 to 60 days in advance.

Section 4: Special Assessments for Capital Improvements

In addition to the annual assessments, the Association may impose special assessments in any assessment year to cover the costs of construction, reconstruction, repair, or replacement of capital improvements in the Recreational Area. This includes the necessary fixtures and related personal property. For such assessments, a two-thirds (2/3) vote from each class of members is required at a duly called meeting. Written notice of the meeting, specifying its purpose, must be sent to all members 30 to 60 days in advance.

Section 5: Uniform Rate of Assessment

Both annual and special assessments must be uniform for Class A members.

Section 6: Quorum for Actions Authorized Under Sections 3 and 4

For the first meeting called under Sections 3 and 4, a quorum is reached when members or proxies with the ability to cast 50% of all votes are present. If the quorum is not met, another meeting may be called, following the notice requirements stated in Sections 3 and 4. The required quorum for subsequent meetings shall be half of the quorum required for the preceding meeting. No subsequent meeting should take place more than 60 days after the previous meeting.

Section 7: Date of Commencement of Annual Assessments Due Dates

The annual assessments for all Lots, except as provided in Section 3, shall begin on the first day of the month following the conveyance of the first Lot to an owner. The first annual assessment shall be adjusted based on the number of months remaining in the calendar year. The Board of Directors must determine the annual assessment amount for each lot at least 30 days before the assessment period. Written notice of the annual assessment must be sent to all affected members. Monthly due dates shall be established by the Board. Upon request, the Association shall provide written certificates confirming the payment status of assessments for specific Lots. The Board may charge a reasonable fee for issuing these certificates. The certificates serve as conclusive evidence of payment for any stated assessment.

Section 8: Effect of Nonpayment of Assessments: Remedies of the Association

If an assessment remains unpaid for 30 days after the due date, it shall accrue interest at a rate of 6% per annum from the delinquency date. The Association has the right to take legal action against the member responsible for payment, including late fees described in this section, or initiate foreclosure proceedings against the property. Any resulting costs, including interest and reasonable attorney's fees, shall be added to the assessment amount. If an assessment remains unpaid for 60 days after the due date, an additional late fee of \$30.00 is imposed. If the assessment remains unpaid for 90 days after the due date, the late fee increases to a total of \$50.00. The late fee also accrues interest at a rate of 6% per annum, starting 30 days after its levying. Nonuse of the Common Area or abandonment of a Lot does not exempt a member from their assessment and late fee obligations.

Section 9: Subordination of the Lien to Mortgages

The assessments' lien is subordinate to any first mortgage(s) on the property. Sale or transfer of a Lot does not affect the assessment lien. However, if a Lot is sold or transferred through foreclosure or a similar proceeding, the assessment lien for payments due before the sale or transfer is extinguished. The sale or transfer does not relieve the Lot from liability for assessments due thereafter.

Section 10: Exempt Property

The following properties are exempt from the assessments outlined in this article: (a) Properties dedicated to and accepted by a local public authority; (b) Properties owned by charitable or nonprofit organizations exempt from taxation under Virginia laws. However, lots used for dwelling purposes are not exempt from assessments.

Article XVI: Corporate Seal

The Association shall have a seal in circular form, with the words "Hunters Creek Homes Association, a Virginia Corporation" within its circumference.

Article XVII: Amendments

Section 1: These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of

members present in person or by proxy.

Section 2: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control. In the case of any conflict between the Dedication and these By-Laws, the Dedication shall control.

Article XVIII: FHA/VA Approval

If there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of these By-Laws.

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

This Instrument, with certificate annexed, admitted to the record office of the Circuit Court, Fairfax County, VA, on December 16, 1976, at 4:03 pm, with plat attached.

Teste: (Signed by) Clerk

Amended Articles of Incorporation of Hunters Creek Homes Association

In compliance with the requirements of Chapter 2 of Title 13.1 of the Code of Virginia, the undersigned have voluntarily associated themselves for the purpose of forming a non-stock non-profit corporation and do hereby certify the following:

Article I: Name of the Corporation

The name of the corporation is Hunters Creek Homes Association, hereinafter referred to as the "Association."

Article II: Initial Registered Office

The initial registered office of the Association is located at P.O. Box 547, 10409 Main Street, City of Fairfax, Virginia.

Article III: Initial Registered Agent

Daniel H. Shaner, a resident of Virginia, a member of the Virginia State Bar, and a Director of the Corporation, with a business address at P.O. Box 547, 10409 Main Street, Fairfax, Virginia, 22030, is hereby appointed as the initial registered agent of this Association.

Article IV: Purpose and Powers of the Association

The Association is not formed for pecuniary gain or profit to its members. The specific purposes for which it is formed are as follows:

- (i) To provide recreational facilities for the benefit of its members, their guests, and invitees.
- (ii) To maintain, preserve, and exercise architectural control over residential lots.
- (iii) To acquire, own, improve, maintain, and preserve Recreational Areas as may be obtained by the Association.
- (iv) To promote the health, safety, and welfare of its members.

For these purposes, the Association shall have the following powers:

1. To exercise all the powers, privileges, duties, and obligations of the Association as set forth in the By-Laws of Hunters Creek Homes Association.
2. To establish, levy, collect, and enforce payment, through lawful means, of all charges or assessments in accordance with the By-Laws. The Association shall cover all expenses related to these charges or assessments, as well as office and other business expenses, including licenses, taxes, or governmental charges imposed on the Association's property.
3. To acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the Association's affairs.
4. To borrow money, mortgage, pledge, deed in trust, or hypothecate all real or personal property as security for loans or debts incurred by the Association.
5. To exercise all powers, rights, and privileges granted to a corporation organized under the Non-Stock Corporation Law of the Commonwealth of Virginia.

Article V: Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any residential lot subject to the Covenants and Restrictions for Hunters Creek shall be a member of the Association. Likewise, every person or entity who is the record owner of a fee or undivided fee interest in any Townhouse that is part of Hunters Creek Condominium, and subject to the Master Deed for Hunters Creek Condominium or any amendments thereto, shall also be a member of the Association. Ownership of a lot or Townhouse is the sole qualification for membership.

Article VI: Voting Rights

The Association shall have three classes of voting memberships:

Class A: All owners defined in Article V, except for Class B and Class C members, shall be Class A members. They shall be entitled to one vote for each lot in which they hold the membership qualification.

Class B: Owners of any Townhouse that is part of Hunters Creek Condominium, as defined in Article V, shall be Class B members.

Class C: Owners of any property not subject to the Association's jurisdiction shall be Class C members.

When more than one person holds the membership qualification for any lot, all such persons shall be members. The voting rights for that lot shall be exercised as determined by the members themselves. However, only one vote shall be cast for any lot.

Class B: Class B members shall consist of all owners of any Townhouse that is part of Hunters Creek Condominium, as defined in Article V and subject to the Master Deed for Hunters Creek Condominium, or any amendments thereto. Class B members shall have voting rights like Class A members.

Class C: The Class C member shall be Otis D. Coston, Jr. and Gordon V. Smith, Trustees, or their successors or assigns, who shall be entitled to three (3) votes for each lot or Townhouse in which they hold the interest required for membership by Article V. However, the Class C membership shall cease, and a Class A or Class B membership with one (1) vote for each lot or Townhouse in which it holds an interest, shall be issued when either of the following events occurs, whichever is earlier:

1. When the total votes outstanding in the Class A and Class B memberships equal the total votes outstanding in the Class C membership; or
2. On January 1, 1981.

Article VII: Board of Directors

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors can only be changed through an amendment to the Articles of Incorporation. The names and addresses of the persons who are to act as the initial Board of Directors until the selection of their successors are as follows:

Otis D. Coston, Jr.
7104 Benjamin Street
McLean, Virginia 22101

Gordon V. Smith
7621 Carteret Road
Bethesda, Maryland 20034

William T. Klevan
3312 Wessynton Way
Alexandria, Virginia

Kenneth F. Murphy
4163 Elizabeth Lane
Annandale, Virginia 22030

Daniel H. Shaner
5405 Quincy Marr Drive
Fairfax, Virginia 22030

At the first annual meeting, the members shall elect one director for a term of one year, two directors for a term of two years, and two directors for a term of three years. As the terms of these directors expire, new directors shall be elected for three-year terms. Article VIII: Liabilities

The total amount of indebtedness or liability that this Association may incur at any one time shall not exceed 150 percent of its income for the previous fiscal year. However, additional amounts may be authorized at a duly held meeting with a quorum present, by the

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assent of two-thirds (2/3) of the votes, either in person or by proxy, entitled to be cast by the entire membership. It is important to note that this Article shall not be construed to prohibit the Association from acquiring real property subject to encumbrances for the purpose of financing facilities located on the acquired property.

Article IX: Authority to Mortgage or Encumber

Any mortgage or deed of trust by the Association pertaining to the Common Area or Recreational Area, as defined in the Declaration, shall require the assent of more than two-thirds (2/3) of the votes, in person or by proxy, entitled to be cast by the entire membership at a duly held meeting where a quorum is present.

Article X: Authority to Dedicate

The Association possesses the power to dedicate, grant easements, sell, or transfer all or any part of the Common Area or Recreational Area to any public agency, authority, or utility for agreed-upon purposes and subject to certain conditions. However, such dedication, grant, sale, or transfer must be approved by an affirmative vote at a duly held meeting with a quorum present, consisting of more than two-thirds (2/3) of the votes, either in person or by proxy, entitled to be cast by the entire membership.

Article XI: Dissolution

The Association can be dissolved with the assent of more than two-thirds (2/3) of the votes, either in person or by proxy, entitled to be cast by the entire membership, at a duly held meeting where a quorum is present. In the event of dissolution, all real and personal assets of the Association shall be dedicated to an appropriate public agency, to be used for purposes and in ways that closely align with the objectives and uses mandated by the Association.

Article XII: Duration

The corporation shall exist perpetually.

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Article XIII: Amendments

Amendment of these Articles requires the assent of seventy-five percent (75%) of the votes, either in person or by proxy, entitled to be cast by the entire membership, at a duly held meeting where a quorum is present.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Virginia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation on this 23rd day of August 1973.

Otis D. Coston, Jr.

Kenneth F. Murphy

William T. Klevan

Articles of Amendment of the Articles of Incorporation of Hunters Creek Homes Association

1. The name of the Corporation is Hunters Creek Homes Association.

2. The following amendments to the Articles of Incorporation were adopted on October 1, 1977:

Amend Article V: Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any residential lot subject to the Covenants and Restrictions for Hunters Creek, as may be dedicated, platted, and recorded among the Fairfax County, Virginia land records from time to time, shall be a Class A member of the Association. This provision does not include individuals holding an interest solely as security for the performance of an obligation. No owner, regardless of the number of persons, shall have more than one membership per lot. Membership is appurtenant to ownership of any lot and may not be separated from it. Ownership of such a lot constitutes the sole qualification for membership.

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Amend Article VI: Voting Rights

The Association shall have two classes of voting membership:

Class A: Class A members shall include all owners of a fee or undivided fee interest in any residential lot subject to the Covenants and Restrictions for Hunters Creek, as may be dedicated, platted, and recorded among the Fairfax County, Virginia land records, except for Class B members. Class A members shall be entitled to one vote for each lot in which they hold the membership-required interest defined by Article V. If multiple individuals hold such an interest in any lot, all individuals shall be members, and the vote for that lot shall be determined by their mutual agreement. However, only one vote may be cast for any lot.

Class B: The Class B members shall be Otis D. Coston, Jr. and Gordon V. Smith, Trustees, or their successors or assigns, who shall be entitled to three (3) votes for each lot in which they hold the membership-required interest defined by Article V. Nevertheless, the Class B membership shall cease, and a Class A membership with one (1) vote for each lot in which it holds an interest shall be issued when either of the following events occurs, whichever is earlier:

1. The total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

2. January 1, 1981.

3. At the Board of Directors Meeting held on August 17, 1977, the amendments were deemed to be in the best interests of the corporation. They were subsequently presented for a vote at a meeting of the Members. Notice of the proposed amendments was sent by mail to the Members, with postage prepaid, on August 25, 1977. A copy of the amendment accompanied the mailing. A quorum was present at the meeting on September 22, 1977, and the amendment received more than seventy-five percent (75%) of the votes, either in person or by proxy, entitled to be cast by the entire membership.

Executed on this 1st day of March 1978 in the name of the corporation by its President and Secretary.

HUNTERS CREEK HOMES ASSOCIATION

ATTEST:

By Thomas K. Brown
President

Donald R. Redrup
Secretary

Pre Decisional Document DRAFT

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Enabling Legislation in the Code of Virginia

The Virginia Property Owners Association Act (Code of Virginia, Title 55, Chapter 26) is the enabling legislation for the rules and regulations of the Association. In addition to other provisions, this act grants the Association the following (§ 55-513.A):

The board of directors of the association shall have the power to establish, adopt, and enforce rules and regulations with respect to the use of the common areas and with respect to such other areas of responsibility assigned to the association by the declaration, except where expressly reserved by the declaration to the members. Rules and regulations may be adopted by resolution and shall be reasonably published or distributed throughout the development. A majority of votes cast, in person or by proxy, at a meeting convened in accordance with the provisions of the association's bylaws and called for that purpose, shall repeal, or amend any rule or regulation adopted by the board of directors. Rules and regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, application for injunctive relief or damages, during which the court may award to the association court costs and reasonable attorneys' fees.

The following sections of this handbook contain the rules and regulations of the Hunters Creek Homes Association as authorized by the Virginia Property Owners Act and the Association's Covenants and Restrictions, amended By-laws, and amended Articles of Incorporation.

Violations and Charges for Violations

Charges for Non-Payment of Assessments

The Hunters Creek Homes Association (HCHA) may impose charges for non-payment of assessments. The following charges may be imposed:

- Interest at 6% per year on any unpaid assessment.
- A late fee of \$30 for any assessment that is not paid within 60 days of the due date.
- A late fee of \$50 for any assessment that is not paid within 90 days of the due date.

The Hunters Creek Homeowners Association (HCHA) may impose charges for non-compliance with the Hunters Creek Covenants, Bylaws, or Rules and Regulations in the Community Handbook. The following charges may be imposed:

- A fee of \$50.00 plus \$10.00 per day until resolved for any violation of the Covenants, Bylaws, or Rules and Regulations.

Before any charges are imposed, the homeowner, property owner, or tenant will be notified at least 14 days prior to a hearing regarding the violation. They will have the opportunity to be heard and represented by counsel at the hearing. If they fail to appear at the hearing, the Board may conduct the hearing and determine the imposition of any charge or penalty without further input from them. Hearing results will be hand-delivered or sent by registered or certified mail, return receipt requested, to the homeowner, property owner, or tenant at the address on record within seven days of the date of the hearing.

The following items may be subject to charges:

- Grass higher than 8 inches
- Lack of maintenance of home, accessory buildings, including but not limited to the following:
 - Siding
 - Roofs
 - Trim and fascia boards
 - Shutters
 - Front doors
 - Front storm doors
 - Windows
 - Decks
 - Patios
 - Firewood piles
 - Accessory buildings
 - Mailboxes
 - Gutters and downspouts
 - Fences
 - Driveways and pipe stems
 - Any other attachment to a dwelling or accessory building
- Junk vehicles

The following additional items may result in an Association assessment charge or Town penalty:

- It is unlawful to permit dogs to run loose or foul neighbors' yards or public areas according to Town ordinance.
- Storage of trash, garbage, rubbish, or debris on any lot at a time other than the designated collection day.
- Storage of trash or garbage containers in such a manner as to be visible from the public right-of-way, except on designated collection days.
- Implementing any exterior change or alteration that requires HCHA approval without obtaining HCHA approval prior to starting.

The Town of Herndon defines an inoperable vehicle as "any motor vehicle, trailer, or semitrailer which is not in operating condition; or does not display valid license plates; or does not display an inspection decal that is valid or does display an inspection decal that has been expired for more than 60 days." Storage of inoperable vehicles outside of a building not screened from view constitutes a Town misdemeanor. The Hunters Creek Homes Association has adopted this same definition for what constitutes a junk vehicle. Our Covenants in Hunters Creek are specific that no junk vehicles are allowed to be stored on any lot in the community.

Enforcement by Hunters Creek Homes Association of junk vehicle conditions is handled in accordance with Section B, "General Upkeep, Maintenance, and Violations" above. Also, at this time, the Town of Herndon will be notified of the vehicle so that Town ordinances can be enforced.

Vehicle Storage

Pursuant to the Hunters Creek Homeowners Association (HCHA) regulations, a homeowner may have a vehicle stored temporarily on their property for restoration, provided that the following conditions are met:

- The vehicle is properly licensed.
- The vehicle is covered with a commercial type of vehicle cover of a neutral color, so that only the wheels are visible.
- There is no evidence of any vehicle parts or supplies visible on the premises.
- The restoration project has been approved by the HCHA Board of Directors.
- The vehicle is not stored for more than 6 months.

Street Parking of Vehicles

Parking vehicles are prohibited from parking within 20 feet of an intersection or 5 feet of a driveway. This is enforceable by both the Town of Herndon and HCHA.

Commercial Vehicle Parking

No person shall park any commercial vehicle on the roads, highways, or streets in areas zoned for residential use in the town for a continuous period of more than two hours.

One resident of each single-family detached or attached, multiple-family, or two-family dwelling unit in areas zoned for residential use may park per dwelling unit on the street with respect to and adjoining or adjacent to the dwelling unit of the resident one vehicle licensed as a taxicab or limousine, provided in all such cases other vehicles are permitted to park there.

No parking of any commercial vehicles is permitted in Hunters Creek Homes. This includes all vehicles with a gross vehicle weight rating (GVWR) greater than 10,000 pounds, all vehicles with ladders or utility racks, and any vehicles with signs, lettering, or markings. A single taxicab or limo with markings can be parked per residence.

Exceptions

The provisions of this section shall not apply to a commercial vehicle:

- When temporarily parked pursuant to the performance of work or service at a particular location.
- When parked in a commercial office, planned development, mixed use, or neighborhood commercial zoning district, adjoining or adjacent to a commercial use.

Hunters Creek Architectural Review Processes

Exterior Alterations

The following exterior alterations require approval from the Architectural Review Committee (ARC):

- Any construction, addition, or alteration to the exterior of a home or property.
- Any change to the color of the exterior of a home or property.
- Any change to the landscaping of a home or property.

ARC approval must be obtained before any construction, addition, or alteration begins. If there are any questions about the application process, they should be put in writing and sent to the ARC for resolution.

Routine Maintenance

Routine maintenance on the exterior of a home or property that does not alter the appearance does not require approval from the ARC. This includes, but is not limited to:

- Mowing the lawn.
- Trimming trees and shrubs.
- Washing the exterior of the home.
- Repairing minor damage to the exterior of the home.

Application Process

If you are not sure whether a proposed exterior alteration requires ARC approval, you should apply to the ARC. Applications can be submitted online at www.hunterscreek.org.

Once an application is received, the ARC will review it and decide on whether to approve or deny the application. The ARC will notify the applicant of its decision in writing.

Decisions on ARC Applications

Decisions on ARC applications are made at the next regularly scheduled ARC meeting. Applications must be submitted at least five business days prior to the meeting to be considered.

No ARC Meetings in July or December

There are no ARC meetings in July or December.

For More Information

For more information on ARC procedures, please visit
www.hunterscreek.org

Specific Projects Requiring / Not Requiring ARC Approval

Repainting and Residing

The following exterior alterations to a home in Hunters Creek require approval from the Architectural Review Committee (ARC):

- Replacing the siding with a different style and color not approved by the HCHA.
- Repainting the exterior stain color for contemporary wood-sided homes or exterior shutters, trim, and/or doors with a different color or a color not currently on an HCHA home.

The following exterior alterations to a home in Hunters Creek do not require ARC approval:

- Replacing the siding with similar existing style and color, or with an approved color by the HCHA.
- Repainting the exterior stain/paint on a contemporary wood-sided home with a similar earth-tone color, or with an approved color by the HCHA.
- Repainting the exterior shutters, trim, and doors on a home with a similar existing color, or with an approved color by the HCHA.
- For Mid-Century Modern and other Wood Sided (Board and Batten/Reverse Board and Batten) - Replacing wood with alternative building materials below (No ARC Application Required if the below are used)
 - Approved Vinyl siding:
 - Westlake/Royal Building Products Crane board Solid Core vinyl siding in Board and Batten style in any manufactured color.
 - Engineered Panels:
 - Pre-finished:
 - LP Smartside Cedar Textured Vertical Siding WITH 1 1/2" cedar textured batons installed to match existing spacing and look in any pre-finished color.
 - Unfinished:
 - James Hardee Sierra 8 painted to match an ARC approved color.
 - **100% of the house must be finished in the same material. No mixing or matching of materials.**

Roof Replacement

The following roof replacements require ARC approval:

- Replacing the roof with a different style or color.

The following roof replacements do not require ARC approval:

- Replacing the roof with similar existing style and color shingles. A switch from "3-tab" to architectural shingles does not require approval.

Window Replacement

The following window replacements require ARC approval:

- Replacing the windows with a different color.

The following window replacements do not require ARC approval:

- Replacing existing windows with "energy efficient" permanent surface white or same color windows. Permanent surface is aluminum, vinyl clad, or PVC.

Sheds, Decks Patios, and Accessory Buildings

The following alterations to sheds, decks, patios, and accessory buildings require ARC approval:

- All new decks and accessory structures, including storage sheds, greenhouses, and gazebos.
- Sheds and accessory buildings may be up to 150 square feet, with a wall height of 8'6". All accessory buildings must be placed at least 15 feet from the house, 1 foot from the rear and side property lines.
- Any change of size, shape or location for an existing deck or accessory structure may require a DPW building permit.
- **No accessory structures are permitted in Hunters Creek. This includes, but is not limited to, accessory dwelling units, accessory garages, secondary buildings, and any other structures that are not part of the main house. This restriction is in place to protect the architectural integrity of the community.**
- A copy of all permits from the Town of Herndon must be provided to the Hunters Creek ARC.

The following alterations to sheds, decks, patios, and accessory buildings do not require ARC approval:

- Repair, repaint or stain existing decks, patios, sheds, greenhouses, or gazebos if color is not changed. New ground level patio, without footers, constructed of concrete, block, stone, brick, etc., and entirely in the rear of the house.

Additions or Exterior Modification to the House

All additions or exterior modifications to a house in Hunters Creek require ARC approval and a Town of Herndon building permit from DPW.

Fences

The following alterations to fences require ARC approval:

- All new or replaced fences on residential properties within Hunters Creek must be made of wood or synthetic wood (with ARC approval) and stained or treated to a natural color.
- If any part of the fence crosses Town of Herndon, Hunters Creek Homes, or other common use spaces or land, a current plot survey from a Virginia licensed surveyor will be required as part of the submission.
- If the fence does not cross any common use land, a signed agreement from all affected neighbors agreeing to and waiving a plot survey must be submitted.
- Yard Guard Wire Fencing
 - An inner layer of "yard guard" wire fencing designed to be camouflaged from normal view for the purpose of helping ensure that children or pets remain in a yard and that the resident is thus permitted full enjoyment of the property.

Special Regulations for Wire Fencing

The repair of existing wire mesh or chain link fencing is very limited. The following rules must be followed:

- If more than 30% of the length of the wire fence is being replaced, the entire wire fence run must be replaced with a wooden fence.
- If any wire fence that is visible from the street or sidewalk is being replaced, the entire wire fence run must be replaced with a wooden fence, regardless of the length of this fence segment.

Driveways

- Resurfacing of an existing driveway with the same material and area does not require ARC approval. However, if the material of the driveway is being changed, or if the size or area of the driveway is being increased, ARC approval is required.
- All driveways and parking pads must be of the same material, such as asphalt or concrete. Only hard stabilized surfaces are permitted.
- All driveway additions must be of the same material and a uniform single surface. Pavers will be allowed until the next resurfacing of the driveway, at which time the driveway must be changed to a single solid surface.
- All driveways must meet Town of Herndon zoning setback requirements.

Sidewalks

- Repair or replacement of existing private walkways and/or stoops using the same material, size, and area as the existing sidewalk does not require ARC approval. However, if the material of the walkway or stoop is being changed, or if the size or area of the walkway or stoop is being increased, ARC approval is required.
- All sidewalks must be of a solid surface.

Landscaping and Tree Trimming

- The following landscaping tasks do not require ARC approval:
 - Removal of dead trees, shrubs, and bushes.
 - Maintenance of lawns to a height of no more than 8 inches.
 - Trimming of trees to a height of at least 7 feet above public walkways and driveways.
 - Planting of new trees, shrubs, and bushes in a location that does not interfere with neighbors, safety, or line of sight at corners or other areas where visibility is important.
- No landscaping shall encroach on sidewalks or driveways.

Swimming Pools

- The construction of an above-ground swimming pool with a height greater than 36 inches requires ARC approval.
- The construction of an in-ground swimming pool requires a building permit from the Town of Herndon.

Vehicles/Vehicle Storage

- All vehicles parked in driveways must be in operational use and have visible license plates and inspection stickers. Vehicles may not be covered for an extended period.
- A homeowner may have a vehicle stored temporarily on their property for restoration, provided that:
 - The vehicle is properly licensed.
 - The vehicle is covered with a commercial type of vehicle cover of a neutral color, so that only the wheels are visible.
 - There is no evidence of any vehicle parts or supplies visible on the premises.
 - The owner of the property has obtained approval from the Hunters Creek Architectural Review Committee (ARC).
 - The owner of the property submits a project timeline to the ARC.
- The ARC will monitor the restoration to maintain the community's interest.
- No parking of commercial vehicles is permitted in Hunters Creek Homes. This includes all vehicles with a gross vehicle weight rating (GVWR) greater than 10,000 pounds, all vehicles with ladders or utility racks, and vehicles with signs, lettering, or markings. A single taxicab or limo with markings can be parked per residence.
- No parking of any trailer, boat, or RV is permitted in the driveway or street of a residence for a period greater than 15 days.

Satellite Dishes and Digital TV Dishes

- The Hunters Creek Homeowners Association (HCHA) does not require approval for the placement of satellite dishes for TV reception. However, the Town of Herndon requires a building permit from the Department of Public Works (DPW) for satellite dishes greater than 24 inches in diameter.
- The Federal Communications Commission (FCC) has rules that preempt local regulations on satellite dishes. These rules state that any state or local zoning, land-use, building, or similar regulation that materially limits transmission or reception by satellite earth station antennas or imposes more than minimal costs on users of such antennas, is preempted unless the promulgating authority can demonstrate that such regulation is reasonable.
- HCHA requires that homeowners remove all turned-down RF equipment. Satellite dishes and antennas may not be retired or abandoned in place and should be removed once service is terminated. As satellite TV services do not convey with ownership changes, homeowners will be required to remove all dishes at the time of sale of a property.

Hunters Creek Storage Lot Regulations

The Hunters Creek Homes Association (hereinafter referred to as "the Association") hereby establishes the following Rules and Regulations (hereinafter referred to as "the Rules") for the orderly operation of the Hunters Creek Homes Association Storage Lot (hereinafter referred to as "the Storage Lot").

1. Scope

The Storage Lot is exclusively designated for the use of Hunters Creek property owners and residents, pool members, and current contractors performing active services for the community.

2. Rules

2.1 Vehicle Registration

All vehicles stored in the Storage Lot must undergo registration and obtain authorization from the Association before being stored within the premises of the Storage Lot. Requests for registration should be submitted via email to storage.lot@hunterscreek.org.

2.2 Individual Storage Slot Assignment

Each storage slot within the Storage Lot shall be rented and assigned to an individual slot renter. The assigned storage slot is strictly intended for the exclusive use of the designated individual.

2.3 Limitation on Storage Slots

The allocation of storage slots may be restricted to one slot per slot renter in situations where a waiting list for storage slots exists. Slot renters possessing multiple storage slots may be required, at the discretion of the Association, to relinquish any additional storage slot(s) if there is a waiting list. In such cases, affected slot renters will be duly notified by Certified Letter and granted a 30-day period to surrender the excess storage slot(s).

2.4 Authorized Parking

Vehicles must be parked only in the storage slot assigned to the respective slot renter by the Association. Any vehicle found parked in unauthorized storage slots shall be deemed as trespassing.

2.5 Unauthorized Presence

Any vehicle or item within the Storage Lot, including those present in storage slots that have been forfeited due to violations of these Rules and Regulations, shall be considered trespassing unless expressly authorized in writing by the Association.

2.6 Compliance with Town Ordinance

All vehicles stored within the Storage Lot must adhere to the Town of Herndon ordinance governing "Junked, Wrecked, Inoperable Property."

2.7 Availability of Storage Slots

Storage slots within the Storage Lot are allocated on a first-come, first-served basis. In the event that all storage slots are occupied, the Association shall not be obligated to provide additional slots. However, the Association reserves the right, at its discretion, to maintain a waiting list and assess storage slot assignment and waitlist inclusion on a case-by-case basis.

2.8 Valid State License Tags

All vehicles stored within the Storage Lot must possess valid and up-to-date state license tags.

2.9 Permitted Vehicle Types

Only personal, small commercial, and recreational vehicles are allowed within the Storage Lot (e.g., campers, boats on trailers). Large commercial vehicles are strictly prohibited. Vehicles must fall under Class 1, 2, or 3 as defined by the U.S. Department of Transportation Federal Highway Administration (typically weighing 14,000 lbs. or less).

2.10 Maintenance and Security

All vehicles stored within the Storage Lot must be maintained in a safe condition. Tires must be properly inflated, and vehicles must be neatly arranged within their assigned storage slots. Enclosed vehicles (e.g., automobiles, campers) must be securely locked, while unenclosed vehicles (e.g., boats, trailers) must be adequately supported.

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2.11 Single Vehicle per Storage Slot

Only one vehicle is allowed to be stored within each assigned storage slot.

2.12 Access Gate Lock Combination

Upon assignment of a storage slot, the slot renter shall receive a unique combination for the access gate lock to the Storage Lot. The combination must not be shared with any individuals or organizations. The Association reserves the right to periodically change the combination, with notification of the changes provided to the slot renters.

2.13 Updated Information

Any changes to the information provided during the registration process (e.g., license plate number, contact information) must be promptly reported to the Association via email at storage.lot@hunterscreek.org.

2.14 Limited Liability

The Association shall not be held liable for any loss or damage to any item or vehicle stored within the Storage Lot. The usage of the Storage Lot is entirely at the risk of the slot renter. It is the slot renter's responsibility to obtain appropriate insurance coverage for their stored vehicle.

2.15 Annual Fee

Slot renters shall be subject to an annual fee for the utilization of storage slots within the Storage Lot. Failure to make timely payment of fees may result in immediate forfeiture of the storage slot by the Association.

2.16 Prohibited Sharing of Lock Combination

Any slot renter found to have directly or indirectly shared the Storage Lot lock combination with unauthorized individuals, except immediate family members and parties having a legitimate interest in a vehicle, shall have their storage slot immediately forfeited by the Association.

2.17 Subleasing Prohibition

The subleasing of storage slots is strictly prohibited and may result in immediate forfeiture of the storage slot by the Association.

2.18 Non-Resident Service Providers

The Association reserves the right, at its discretion, to permit non-resident service providers to utilize storage slots for storing equipment required for the maintenance of the Association's property.

2.19 Temporary Vacating of Storage Slots

The Association may require slot renters to temporarily vacate their storage slots during periods of Storage Lot improvements (e.g., tree removal, repaving, restriping). Except in emergency situations determined by the Association, the Association will strive to provide 30 days' notice to affected slot renters. Failure to properly vacate the storage slot may result in the vehicle being considered trespassing.

2.20 Discretionary Slot Reassignment

The Association reserves the right to reassign storage slots at its discretion.

2.21 Annual Certification and Information Update

Residents shall be obligated to annually certify their acknowledgment of the Rules and Regulations outlined in this document. Additionally, residents must promptly provide any information requested by the Association pertinent to the operation of the Storage Lot (e.g., contact information).

2.22 Compliance and Corrective Action

Unless otherwise specified, any slot renter found in violation of any of the Rules and Regulations described in this document may be sent a Certified Letter, providing a period of fourteen days to rectify any violations. Failure to address the violations or remove the vehicle from the Storage Lot may result in the forfeiture of the assigned storage slot, and the vehicle and any remaining items may be deemed as trespassing.

2.23 Trespassing Consequences

Any vehicle or item considered to be trespassing within the Storage Lot shall be subject to immediate and appropriate action by the Association, including towing without prior notification at the expense of the vehicle owner.

Pre Decisional Document DRAFT

Selected Town of Herndon Zoning Ordinances

The following excerpts from the Herndon Town zoning ordinances are included in this chapter as a convenience to the homeowner. Before any exterior alterations or additions, current Town zoning ordinances should be reviewed either at the office of the Town Clerk or on the Herndon government Web site. New ordinances may supersede the ones below or other ordinances or building codes may apply.

Sec. 78-1419. Vision clearance.

On any corner lot in a residential district there shall be no planting, structure, fence, retaining wall, shrubbery, or obstruction to vision more than three feet higher than the curb level within the triangle formed by the street right-of-way lines and a line connecting such street lines 25 feet from their intersection. On any corner lot in a commercial or industrial district, no building or obstruction shall be permitted between a height of one foot and a height of ten feet higher than the curb level within the triangle formed by the street right-of-way line and a line connecting such street lines ten feet from their intersection.

Sec. 78-1420. Accessory building; location.

For accessory buildings in a residential district, all such accessory buildings shall be in the rear yard and shall not be:

- (1) Closer than five feet to any alley line.
- (2) Less than one foot from any side or rear lot line.
- (3) Closer than 15 feet from the main building.

Sec. 78-1421. Two-story accessory buildings in residential districts.

In no case shall a two-story accessory building occupy any part of a required rear yard, nor be located nearer than ten feet to any lot line.

Sec. 78-1422. Permitted extensions into required yards and setback.

No building, structure, fence, wall, or any addition thereto maybe located, in whole or in part, in any setback or front, rear or side yard required under the provisions of this chapter, except that:

...

(3) When attached to a single-family detached dwelling a deck which has no part of its floor higher than the first floor of the dwelling may extend up to ten feet into a required rear yard, provided that the deck is not located closer to the rear lot line than one-half the distance measured from the rear lot line to the closest point of the dwelling, and provided that the

deck is not located closer to any side lot line than ten feet.

...

(5) Fences or walls not more than four feet high may be located within a required setback or yard, except as limited by the provisions of section 78-1419.

(6) Fences or walls of a height not exceeding seven feet, and elements of required screening, may be located within a required rear or side yard area. With the approval of the zoning administrator, a fence or wall up to seven feet in height may be located in any setback area or yard area on a residential lot which has frontage on more than one street, provided that such fence or wall shall be located to the back of the structure.

(7) Open mesh-type fences enclosing any accredited school for children or enclosing any playground may be located within a required setback or yard, except as limited by the provisions of section 78-1419, and provided that such school or playground is not located on a lot with a dwelling on it.

(8) Accessory buildings may be in rear yards, except as limited by the provisions of sections 78-1420 and 78-1421.

...

Sec. 78-1425. Landscape features.

Landscape features such as trees, shrubs, flowers, or plants shall not be permitted or maintained on any required front, side, or rear yard, if they produce a hedge effect or interfere with the safe use of the public street or sidewalk. Such landscape features shall be permitted in any required front, side, or rear yard, if they do not interfere with public safety and do not produce a hedge effect contrary to provisions of sections 78-1419 and 78-1422.

Overview of Town of Herndon Residential Neighborhood Policies

The Town of Herndon is committed to maintaining the highest standards for residential communities. Following are overviews of several Town regulations that affect the appearance and harmony of our residential neighborhoods. The descriptions are only summaries. Please consult the Town Code for the actual wording of the regulations. The appropriate department to contact to obtain additional information and complete copies of each regulation or to request enforcement, are also provided. The Town Council adopted these regulations for the benefit of the citizens. Please contact Town officials if you have comments or suggestions concerning these measures.

Section A. Property Maintenance

Trash and Solid Waste

Property owners in the Town must maintain their property free of trash, garbage, refuse, litter, and other substances, which may endanger the health or safety of other residents. Owners are responsible for the removal and proper disposal of trash and solid waste from their properties. Call the Department of Public Works for a copy of the Citizen's Guide to Trash and Recycling for proper methods of disposal and pick-up schedules.

Grass and Weeds

It is important for every property owner to maintain their property free of high grass and weeds (over 12 inches). High grass and weeds can become breeding grounds for insects and provide a haven for rodents. Owners of vacant property are required by Town Code to mow their properties no less than twice a year: once before June 1st and again by August 1.

Shrubs and Trees

Property owners are responsible for the maintenance of their shrubs and trees. Shrubs and trees may not grow into the public right of way or block the public sidewalks. Overgrowth of trees onto sidewalks and roadways is dangerous to drivers and pedestrians. Property owners are responsible for trimming trees that obstruct sidewalks and roadways. If you live in a corner lot, please do not plant shrubs or trees that will obstruct a driver's view when turning a corner.

Exterior of Houses

Property owners are responsible for the proper maintenance of their houses including the exterior. Houses are to remain free of holes, cracks, broken doors, and windows. Paint should be in good condition on wood and metal surfaces. Peeling, flaking, and chipped paint is a violation of Town codes and must be eliminated and repainted.

Section B. Public Nuisances

Inoperable Vehicles

An inoperable vehicle is any motor vehicle, trailer or semi-trailer which is not in operating condition; or does not display valid licenses plates; or does not display an inspection decal that is valid or does display an inspection decal that has been expired for than 60 days. Storage of inoperable vehicles outside of a building not screened from view constitutes a misdemeanor.

Noise

Between the hours of 9:00 p.m. and 6:00 a.m., it is unlawful to:

- operate construction equipment or perform any outside construction.
- repair or rebuild any vehicle or other mechanical device within any residential district.
- operate or permit the operation of powered model vehicles in the outdoors.
- collect trash or refuse; or
- load or unload trucks in the outdoors within 100 feet of a residential district.

At any time, and in such a manner as to unreasonably disturb the peace, quiet and comfort of neighboring residents or the public, it is unlawful to:

- operate any radio, stereo, television, and the like.
- yell or shout on public streets or private properties; and
- keep any animal which by crying or behavior causes annoyance in any residential neighborhood.

Animal Waste

Dogs are not permitted to foul the property of another, including public areas. Please clean up after your dog when walking it.

Also, it is unlawful to keep or harbor an animal or animals in such a manner as to cause unsanitary conditions.

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Leash Requirement

Dogs are not allowed to run loose, and it is unlawful for an owner to let an animal onto another's property.

The Town of Herndon, Virginia has several regulations regarding commercial vehicles on public streets. These regulations are designed to protect the safety of residents and visitors, and to ensure that commercial vehicles do not create a nuisance or interfere with the flow of traffic.

Some of the key regulations include:

- Commercial vehicles must be parked in a fully enclosed building with a vehicle door not exceeding 9 feet height over grade.
- One resident per single-family detached or attached, garden court, or two-family dwelling unit may park, outside an enclosed building, one taxicab, limousine or any other motor vehicle used for commercial purposes bearing on its exterior a commercial sign.
- Commercial vehicles may not be parked on public streets for more than two hours except one per resident per dwelling unit may park one taxicab or limousine or one vehicle bearing a commercial sign.
- Commercial vehicles must be properly licensed and insured.
- Commercial vehicles must be in good working order and free of any defects that could pose a hazard to other motorists or pedestrians.

The Town of Herndon Police Department is responsible for enforcing these regulations. If you see a commercial vehicle that is violating any of these regulations, you can report it to the police by calling (703) 435-6841.

Appendix A: Architectural Review Committee Walk-Through Visual Check

The Hunters Creek Homes Association (HCA) Architectural Review Committee (ARC) will conduct a walk-through of Hunters Creek to visually inspect the exteriors of homes and properties for routine maintenance. The ARC will view each property from public walkways and check for the following:

Landscaping: Dead trees, shrubs, and bushes should be removed. Lawns should be maintained, and grass height should not exceed 8 inches. Tree branches on public walkways should be trimmed to 7 feet high or higher.

Front yard ornaments, trees, shrubs, and bushes: These should be neat and free of hazards to neighborhood safety and line of sight at corners.

Fences: Any needed repairs or replacements should be made.
House siding, trim, windows, front doors, gutters, and shutters: These should be in good repair or replaced if missing.

Exterior colors, stains, siding, trim, windows, and front doors: These should be neat and free of peeling, flaking, or chipping paint. No more than three different colors should be used on the exterior of the house.

Private walkways and stoops: Any needed repairs or replacements should be made.

Sheds: These should be neat and free of clutter.

Mailboxes: These should be neat and free of clutter.

Driveways: The surface of driveways should be all the same material and should be in good repair or resurfaced if needed.

Cars: Cars should not be parked on grass.

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The ARC will notify homeowners of any items that need to be repaired or replaced. Homeowners are responsible for making the necessary repairs or replacements within a reasonable time frame.

The ARC's walk-through is an important part of maintaining the overall appearance and safety of our community. By working together, we can help to keep Hunters Creek beautiful and safe for all.

Failure to comply with the ARC's requirements may result in the following:

A written warning from the ARC.

A fee assessed from the HCA.

A requirement to make the necessary repairs or replacements within a specified time frame.

In extreme cases, the HCA may take legal action against the homeowner.

We urge all homeowners to cooperate with the ARC's walk-through and to make any necessary repairs or replacements promptly. By working together, we can keep Hunters Creek a beautiful and safe community for all.