

Hunters Creek Homes
Community Handbook



JUNE 2023

Hunters Creek Homes
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Herndon, VA 20170
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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 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). 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. Please verify trash collection with the Town of Herndon as it is subject to change.

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 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 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.

Third-Party Processing

The HOA utilizes a third-party 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.

Please visit our website for more information

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 from 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.

Amended Articles of Incorporation of Hunters Creek Homes Association

Introduction:

The Amended Articles of Incorporation of Hunters Creek Homes Association, executed on August 23, 1973, and amended on October 1, 1977, are available here. The official documents are on file at the Office of the State Corporation Commission. This version has been modified for grammar spelling and readability -

Article I: Name of the Corporation

The corporation is known as 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 a non-stock non-profit corporation established to provide the following:

Recreational facilities for the benefit of its members, their guests, and invitees.

Maintenance, preservation, and architectural control of residential lots.

Ownership, improvement, maintenance, and preservation of Recreational Areas acquired by the Association.

Promotion of the health, safety, and welfare of members.

The Association shall have the authority to:

Exercise powers and privileges as specified in the By-Laws of Hunters Creek Homes Association.

Levy and collect charges or assessments as per the By-Laws, covering expenses, licenses, taxes, or governmental charges related to Association's property.

Acquire, own, hold, improve, operate, convey, sell, lease, transfer, or dedicate real or personal property related to the Association's affairs.

Borrow money, mortgage, pledge, or hypothecate its real or personal property as security.

Exercise all powers, rights, and privileges granted to a non-stock corporation under the laws 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. Each owner shall have one membership per lot or Townhouse, and membership shall be tied to ownership.

Article VI: Voting Rights

The Association shall have three classes of voting memberships:

Class A: All residential lot owners, excluding Class B and Class C members, entitled to one vote per lot they own.

Class B: Owners of certain Townhouses subject to the Master Deed for Hunters Creek Condominium, with voting rights similar to Class A members.

Class C: Trustees or their successors or assigns, holding a specific number of votes for each lot or Townhouse, until specific events occur.

Article VII: Board of Directors

The Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The initial Board members are listed herein, and new directors will be elected for three-year terms as existing directors' terms expire.

Article VIII: Liabilities

The Association's total indebtedness or liability may not exceed 150 percent of its income for the previous fiscal year, with additional amounts subject to approval by the membership at a duly held meeting.

Article IX: Authority to Mortgage or Encumber

Any mortgage or deed of trust by the Association of Common Area or Recreational Area 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.

Article X: Authority to Dedicate

The Association may dedicate, grant easements, sell, or transfer parts of Common Area or Recreational Area to public agencies or utilities with the approval 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.

Article XI: Dissolution

The Association may be dissolved with 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. Upon dissolution, the assets of the Association shall be dedicated to an appropriate public agency for purposes reflecting the Association's objectives.

Article XII: Duration

The corporation shall exist perpetually.

Article XIII: Amendments

Amendments to these Articles shall require the assent of seventy-five percent (75%) of the votes, in person or by proxy, entitled to be cast by the entire membership at a duly held meeting.

IN WITNESS WHEREOF, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation on August 23, 1973.

Otis D. Coston, Jr. Kenneth F. Murphy William T. Klevan

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

The name of the Corporation is Hunters Creek Homes Association.
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 recorded among the Fairfax
County, Virginia land records, shall be a Class A member of the
Association. No owner shall have more than one membership per lot.
Membership is tied to ownership of the lot.

Amend Article VI Voting Rights

The Association shall have two classes of voting membership:

Class A: Owners of residential lots subject to the Covenants and
Restrictions for Hunters Creek, with one vote per lot they own.

Class B: Trustees or their successors or assigns, holding a specific
number of votes for each lot, with specific events triggering a
change to Class A membership.

The aforesaid amendments were found to be in the best interests
of the corporation and approved at a meeting of the Members on
September 22, 1977, with more than seventy-five percent (75%)
of the votes, in person or by proxy, entitled to be cast by the
entire membership.

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

HUNTERS CREEK HOMES ASSOCIATION

ATTEST:

Thomas K. Brown

President

Donald R. Redrup Secretary

By-Laws of Hunters Creek Homes Association

As amended and filed with the Fairfax County Land Office on December 16, 1976, and as amended on August 23, 2001.

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. However, meetings of members and directors may be held at places within the State of Virginia, County of Fairfax, as 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 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 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. This provision does not 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 a lot shall be the sole qualification for membership.

Section 2. *Suspension of Membership.* During any period in which a member is in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use the Recreational Area and recreational facilities of such member may be suspended by the Board of Directors until the assessment has been paid. The 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 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 their rights of enjoyment of the Recreational Area and facilities to the members of their family, tenants, or contract purchasers who reside on the property. Such a member shall notify the secretary in writing of the name of any such delegatee. The rights and privileges of such delegatee 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, their successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor.

Section 4. *Compensation.* No director shall receive compensation for any service they may render to the Association. However, any director may be reimbursed for their actual expenses incurred in the performance of their 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.

Section 6: Quorum for Any Action Authorized Under Sections 3 and 4

At the first meeting called, as provided in Sections 3 and 4, the presence of members or proxies entitled to cast 50% of all the votes of the membership shall constitute a quorum. If the required quorum is not met at any meeting, another meeting may be called subject to the notice requirement in Sections 3 and 4. The required quorum at any subsequent meeting shall be half of the quorum required at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7: Date of Commencement of Annual Assessments Due Dates

The annual assessments shall commence as to all Lots, except as provided in Section 3, on the first day of the month following the conveyance of the first Lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment for each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every member subject to it. The monthly due dates shall be established by the Board of Directors. Upon demand, the Association shall furnish a written certificate signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. The Board may charge a reasonable fee for issuing these certificates. Such certificates shall be conclusive evidence of payment of any assessment stated therein to have been paid.

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

If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) percent per annum. The Association may bring an action at law against the member personally obligated to pay or foreclose the lien against the property. Interest, costs, and reasonable attorney's fees, if incurred, shall be added to the amount of such assessment. No member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 9: Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a foreclosure decree or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10: Exempt Property

The following property shall be exempt from the assessments created herein: (a) all Properties dedicated to and accepted by a local public authority; (b) all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia; however, no Lot utilized for dwelling purposes shall be exempt from payments of assessments.

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. The right to annexation of additional property to the Properties shall be limited to a certain tract or parcel of land 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, containing 10.1129 acres, more or less. Thereafter, annexation requires 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 be subject to inspection by any member during reasonable business hours. 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 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

These By-Laws may be amended at a regular or special meeting of the members by a vote of the majority of a quorum of members present in person or by proxy. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Dedication and these By-Laws, the Dedication shall control.

Article XVIII: FHA/VA Approval

As long as 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.

Article XIX: Miscellaneous

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.

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 and 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

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.

Trailers, boats, and recreational vehicles (RVs) may be parked in driveways for a period not to exceed 12 business days for the purpose of maintenance, repair, seasonal summarizing, and winterizing.

The following definitions apply:

- Maintenance means any activity that is necessary to keep a trailer, boat, or RV in good working order.
- Repair means any activity that is necessary to fix a trailer, boat, or RV that is not in good working order.
- Seasonal summarizing means the process of preparing a trailer, boat, or RV for use during the summer season .
- Winterizing means the process of preparing a trailer, boat, or RV for storage during the winter months.

**Trailers, boats, and RVs that are parked in driveways for maintenance, repair, seasonal summarizing, or winterizing must be:

- Completely assembled and supported by inflated tires.
- Not supported by blocks, jacks, or similar supports.
- Owned or leased by the resident of the property.
- Maintained in a clean and neat condition.
- Not significantly damaged or continuously under repair.
- Located entirely on the property and not encroaching on the public right-of-way.
- Parked or stored in a residential driveway

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.

Appendix A. Hunters Creek Storage Lot Regulations

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

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.

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.

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.

Section 2.24 Violation Fees

Any and all violations, including but not limited to the failure to update contact information on the vehicle, which necessitates a board member or RV lot manager to engage with a renter, will result in a fee of \$500.00 being assessed. In the event of a second occurrence, the renter will be permanently banned from renting in the RV lot.

Appendix B: 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.

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.

Appendix C. Rental Properties

Hunters Creek Homes Rental Property Policy

Introduction

The purpose of this policy is to ensure that all rental properties in Hunters Creek Homes are properly registered and that the tenants and authorized occupants are aware of and agree to abide by the association's rules and regulations.

Required Information

The following information must be submitted to the association for all rental properties:

- Names and contact information of the tenants and authorized occupants. This includes the tenant's full name, mailing address, phone number, and email address.
- Vehicle information for the tenants and authorized occupants. This includes the make, model, and license plate number of any vehicles that the tenants or authorized occupants will be parking on the property.
- Name and contact information of any authorized agent of the landlord. This includes the name, mailing address, phone number, and email address of any person who is authorized to act on behalf of the landlord, such as a property manager.
- Tenant's acknowledgment of and consent to any rules and regulations of the association. This means that the tenant must agree to abide by the HOA's rules and regulations, such as those governing noise levels, parking, and pets.
- A complete copy of the lease including expiration date and names of all tenants.

Violations

Failure to provide the required information or to abide by the association's rules and regulations may result in a fine of \$50.00 per violation plus an additional \$10.00 fee.

Contact Information

For more information about this policy, please visit our website

Appendix D: Selected Town of Herndon Zoning Ordinances

Overview of Town of Herndon Residential Neighborhood Policies

The Town of Herndon is dedicated to maintaining the highest standards for residential communities. Below are summaries of various Town regulations that impact the appearance and harmony of our residential neighborhoods. For the complete wording of these regulations, please refer to the Town Code. Contact information for obtaining additional details and full copies of each regulation, as well as requesting enforcement, is also provided. The Town Council implemented these regulations for the benefit of the citizens. If you have any comments or suggestions regarding these measures, please reach out to Town officials.

Section A: Property Maintenance

Trash and Solid Waste

Property owners in the Town are responsible for keeping their property free of trash, garbage, refuse, litter, or any substances that may jeopardize the health or safety of residents. Owners must remove and dispose of trash and solid waste properly. To learn about proper disposal methods and pick-up schedules, refer to the Citizen's Guide to Trash and Recycling, available from the Department of Public Works.

Grass and Weeds

Every property owner must ensure that their property remains free of high grass and weeds (over 12 inches). Tall grass and weeds can become breeding grounds for insects and attract rodents. Owners of vacant properties must mow their properties at least twice a year: once before June 1st and again by August 1.

Shrubs and Trees

Property owners are responsible for maintaining their shrubs and trees. Shrubs and trees should not grow into public rights of way or obstruct public sidewalks. Overgrown trees on sidewalks and roadways pose hazards to drivers and pedestrians. Property owners must trim such trees. If you live on a corner lot, refrain from planting shrubs or trees that obstruct drivers' views when turning corners.

Exterior of Houses

Property owners must properly maintain the exterior of their houses. Houses should be free of holes, cracks, broken doors, and windows. Wood and metal surfaces should have intact paint. Peeling, flaking, and chipped paint violate Town codes and must be addressed and repainted.

Section B: Public Nuisances

Inoperable Vehicles

An inoperable vehicle refers to any motor vehicle, trailer, or semi-trailer that is not in operating condition, lacks valid license plates, or displays an expired inspection decal for more than 60 days. Storing inoperable vehicles outside without screening from view is a misdemeanor.

Noise

Between 9:00 p.m. and 6:00 a.m., the following activities are unlawful within residential districts:

- Operating construction equipment or performing outside construction.
- Repairing or rebuilding vehicles or mechanical devices.
- Operating powered model vehicles outdoors.

Collecting trash or refuse or loading/unloading trucks within 100 feet of a residential district.

- At any time, it is unlawful to create unreasonable noise that disturbs neighboring residents or the public, such as:
- Operating radios, stereos, televisions, etc.
- Yelling or shouting on public streets or private properties.
- Keeping animals that cause annoyance in residential neighborhoods.

Animal Waste

Dogs must not foul public areas or the property of others. Dog owners must clean up after their pets when walking them. Keeping animals in a manner that causes unsanitary conditions is prohibited.

Leash Requirement

Dogs must be kept on leashes and are not allowed to roam freely onto others' properties.

Commercial Vehicles on Public Streets

The Town of Herndon has regulations concerning commercial vehicles on public streets to ensure safety and prevent nuisances. Key regulations include:

- Commercial vehicles must be parked in fully enclosed buildings with a vehicle door height not exceeding 9 feet over grade.
- One taxicab, limousine, or other commercial vehicle per resident dwelling unit may park outside an enclosed building, bearing a commercial sign.
- Commercial vehicles may not park on public streets for more than two hours, except for one taxicab or limousine or one vehicle with a commercial sign per resident dwelling unit.

Commercial vehicles must be properly licensed, insured, and in good working order without hazardous defects.

- Enforcement of these regulations is the responsibility of the Town of Herndon Police Department. To report violations, contact them at (703) 435-6841.

