

Autumn Run West

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Subdivision Covenants & Restrictions

1. All numbered lots shall be used for residential purpose only and no dwelling other than a single family dwelling shall be erected upon a lot.
2. No modular or trailer style home shall be permitted.
3. No dwelling shall be erected or maintained on any lot which shall contain less than 1,500 square feet (floor area) of heated and living space if such dwelling be a one story, split level, or split foyer structure, nor less than 1,650 square feet (floor area) for a 1 ½ story dwelling, nor less than 1,800 square feet (floor area) for a two story dwelling. Garages, carports, porches, breezeways, stoops and basement areas shall not be included in the tabulation of the minimum square footage of living area.
4. ARCHITECTURAL REVIEW COMMITTEE – All construction, additions, renovations, site work, or landscaping must first be approved by a Architectural Review Committee prior to beginning work.. This committee will be made up of the Owner/Developer and two (2) appointees of the Owner/Developer.
5. All exterior surfaces above grade level of any dwelling constructed on any lot shall be faced with brick, stone, or other material as approved by the Architectural Review Committee and not be concrete or cinderblock.
6. The building setback line shall conform to the respective county ordinance.
7. No lot or any part thereof shall be used for public access from the property subdivided by this plat to or from adjacent property located outside Autumn Run West without the prior approval of the Owner/Developer.
8. No farm animals, swine or poultry of any kind will be allowed. House pets shall be kept maintained on any lot, dogs and cats shall not be allowed to roam at large without the supervision their owner, nor shall be allowed to bark excessively and loudly to the constant annoyance of neighbors.
9. No dwelling shall be erected on any lot unless construction of said dwelling is made under contract with a licensed general contractor. Construction of any dwelling must be completed within nine (9) months from the commencement of construction.
10. All buildings on the lot other than the principle dwelling shall be built of wood or the same type material and with similar architectural design as the principle dwelling. In no case shall they be constructed of metal. All construction of any such structures will be subject to review by the Architectural Review Committee.
11. No noxious or offensive activity shall be carried on within this subdivision, nor shall anything be done which shall constitute a nuisance to the adjoining landowner.
12. No sign or billboard of any nature shall be erected or maintained on any lot except sign of the usual and customary size and design offering the property for sale or rent.
13. No tractor, trailer, commercial truck, or similar shall regularly be parked on any lot. Boats, recreational vehicles, camping trailers, buses and the like may be parked only in the backyard behind the dwelling, or in closed garages, but shall not exceed eighteen (18) feet in length or eight (8) feet in height and they

shall not be used for residential purposes. Only one recreational vehicle will be allowed other than those housed within approved enclosed structures. No inoperable or unlicensed vehicle shall be stored or regularly parked on any lot. No trade materials or inventories may be stored on any lot.

14. Recreational equipment, swing sets or other tot-lot type equipment shall be allowed within the rear yard only.
15. Before construction of any driveway, whether temporary or permanent, a culvert or drain pipe must be installed. The size and location of said pipe must be to VDOT standards. All driveway entrances and mailbox entrances shall conform to the minimum requirements of the Virginia Department of Transportation (VDOT). A gravel drive must be installed prior to any construction on any lot to provide off street parking for construction vehicles in order to prevent soil erosion and to keep mud and debris off the streets. The builder and lot owner will be liable, jointly and severally, for damage to the street shoulder of the road, utilities and for the cost of conforming to VDOT standards for driveway and mailbox entrances.
16. Off street parking shall be provided on each lot sufficient to accommodate at least two (2) automobiles. Driveways must be surface with asphalt, concrete, or some other suitable material as approved by the Architectural Review Committee.
17. After purchase from the Owner/Developer, each owner shall keep his property in this subdivision free of tall grass, dead trees, undergrowth, trash and rubbish. No debris, junk, used appliances, or household goods shall be located outside of a garage or other building so as to be visible from any other lot. Wood stacks or piles must be located on the back side of the dwelling. No outside clotheslines shall be permitted.
18. Fences or walls shall not exceed four (4) feet in height and shall be of rock, brick, or wood fencing materials. Wire or chain link fences will not be permitted.
19. Disc type television antenna shall not exceed thirty-six (36) inches and shall be permitted in rear yard of house only and concealed as much as possible.
20. The Owner/Developer reserves the right to erect, put down, install, and maintain utility system along, in on, over and under the land in this subdivision set apart as streets, easements or otherwise for public passage over same.
21. The Owner/Developer reserves the right to change and modify the subdivision plan by changing the size and shape of any unsold lot shown therein including any building setback or dwelling requirements or to open, close and relocate new streets or undedicated streets. The Owner/Developer also reserves the right to grant variances for those restrictions where in their discretion a hardship will be caused by the compliance within.
22. Enforcement of these restrictions shall be by proceedings at law or in equity either to restrain violation or to recover damages against any person or persons violating or attempting to violate any covenant shall be liable for all reasonable costs and attorney's fees in connection with any enforcement proceedings.
23. These restrictions shall run as covenants with the title to all lots shown on the plat without limitations in time except that the same may be amended or rescinded at any time by written declaration to that effect executed by Owner/Developer, their successors and assigns, or by 60% majority of the owners of record of this section, and recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia.
24. All mailboxes to be uniform.