

COUNTY OF ALBEMARLE

APPLICATION FOR A SPECIAL EXCEPTION

☒ Request for a waiver, modification, variation or substitution permitted by Chapter 18 = \$457

☐ Variation to a previously approved Planned Development rezoning application plan or Code of Development = \$457

OR

☐ Relief from a condition of approval = \$457

Provide the following

☒ 3 copies of a written request specifying the section or sections being requested to be waived, modified, varied or substituted, and any other exhibit documents stating the reasons for the request and addressing the applicable findings of the section authorized to be waived, modified, varied or substituted.

Provide the following

- ☐ 3 copies of the existing approved plan illustrating the area where the change is requested or the applicable section(s) or the Code of Development. Provide a graphic representation of the requested change.
- ☐ 1 copy of a written request specifying the provision of the plan, code or standard for which the variation is sought, and state the reason for the requested variation.

Project Name : 1315 Tilman Road. Special Exception for one property line being less than 125 ft setback. Homestay.

Current Assigned Application Number (SDP, SP or ZMA) _____

Tax map and parcel(s): Tax: 058 Parcel : 66A.

Applicant / Contact Person HELEN KESSLER & GRAHAM KESSLER

Address 1315 TILMAN ROAD City CHARLOTTESVILLE State VA Zip 22901

Daytime Phone# (757) 5891604 Fax# () Email grahamkessler@hotmail.com

Owner of Record SAME AS ABOVE

Address _____ City _____ State _____ Zip _____

Daytime Phone# () _____ Fax# () _____ Email _____

County of Albemarle
Community Development

401 McIntire Road Charlottesville, VA 22902 Voice: (434) 296-5832 Fax: (434) 972-4126

Included:

**Application for Special Exception Set Back Reduction
Homestay – 1 copy**

Check for application fee \$457

**Narrative, Physical Survey, Letter of support from
immediate neighbors who share the property line in
question, Rental Agreement that guests sign prior to
Homestay – 3 copies**

Ms. Ragsdale,

We are applying for a special exception to Albemarle County Code Chapter 18, Article II, Section 5.1.48 HOMESTAYS, Paragraph j. 2. v, Minimum Yards. We request a special exception in order to offer whole house homestays at our property. Our home is situated on over 7 very private acres in Ivy. Our house is closer than 125 feet to one property line, which we share with our neighbors, Nate and Kate Rullman at 1303 Tilman Road.

We have addressed our desire to offer whole house rentals with our neighbors at 1303 Tilman Road with whom we share the only property line that does not meet the 125-foot setback. They shared with us that they have never been disturbed or affected in any way by our homestay guests, and that they are supportive of our application. A letter to this effect has been included with our submission.

We have been offering our home as a homestay property for several years. We became compliant with Albemarle County requirements in November of 2018 and have paid monthly State and County lodging taxes from the beginning. We support the need for regulations and have co-operated fully.

This is our family home and it is very important to us that the home itself is treated with respect and care and that our community and neighbors are never negatively impacted by our choice to offer homestays in our home.

To this end, we are extremely careful in vetting potential guests prior to accepting a booking. We have a detailed rental agreement with strict rules and regulations as to how guests must conduct themselves during their stay in our home. In addition, there is a \$1000 security deposit that guests risk losing if they break any of these regulations during their visit. Copies of this rental agreement have been included with our submission.

We do not permit any parties or events of any kind on premises. This extends to no additional guests above the maximum number of 12 being permitted to visit or use the facilities on the property. We readily refuse bookings if we are not entirely satisfied that the guests will be respectful of our policies.

We have extensive space for private parking in front of the home and guests are expected to follow our vehicle limit. Guests never need to park on public roads or near neighboring homes and cannot affect the neighbors in any regard.

Our guests are most often UVA alumni, returning for reunions or university events. Many of our guests are parents and grandparents of current UVA students who want a place for family to gather during their visit. We have hosted book clubs, hiking and running enthusiasts, and garden clubs visiting Monticello and The Homes and Gardens tour. We have welcomed guest professors and speakers at the university and families with potential students who want to tour the town. We often host couples who are attending weddings at the university and local vineyards.

All of our guests clearly understand that this a residence to be used as a home base for their weekend stay. We have never had an issue or had to withhold a deposit for poor behavior. They have all been very respectful and gracious guests and we welcome them back without exception.

Whatever the reason for their visit to our city, our guests visit the many tourist attractions including local wineries, breweries, restaurants, and shops. They contribute directly to the continued growth of the local tourist industry that Charlottesville has become so well known for.

We have in excess of 50, 5-star reviews from guests, and have never received less than a 5-star review. We are very proud of this fact and work hard to ensure that our guests are provided with a wonderful place to stay while never compromising on the level of behavior we expect from them while using our home. Nobody could be more protective than we are of their home and neighborhood, or as diligent about the correct manner in which our home and surrounding area should be treated.

Thank you for your consideration.

Graham and Helen Kessler

1315 Tilman Road

Charlottesville, VA 22901

From: Graham and Helen Kessler <grahamkessler@hotmail.com>

Sent: Thursday, March 19, 2020 1:07 PM

To: Rebecca Ragsdale <rragsdale@albemarle.org>

Cc: ICE Graham <gkessler@adsinc.com>; Graham and Helen Kessler <GRAHAMKESSLER@HOTMAIL.COM>

Subject: Re: Homestay Exemption Notice - Kessler

CAUTION: This message originated outside the County of Albemarle email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.

Rebecca,

Graham and I wanted to respond directly regarding the anonymous letter you received. We are happy to discuss it further in person or over the phone.

In your correspondence with us on January 8th, you clearly stated, "Your property line to the West shared with 1303 is the only site that does not meet the 125' setback. So, in that case, no objection from that property owner would be helpful to your application."

As you suggested, we asked our neighbors at 1303 if they would consider writing a letter to state that they had no objection to us having whole house rentals. They did this willingly, and clearly stated that they have never been disturbed or had any negative effects from us as neighbors or our rental guests. Further, they fully supported our request for a special exception.

We also provided a second letter in our application from our next-closest neighbors at 1291. They too were more than happy to write a letter of support and to state that they have never been disturbed, harmed, or negatively impacted by homestays at our property.

These letters are from the actual neighbors in question; on the record, fully and transparently supporting our request. We expect that these testimonials will far outweigh the impact of the dramatic and unsupported claims of the anonymous neighbor.

Over a year ago, we provided our contact details to all our immediate neighbors, asking them to let us know if they ever experience any disturbances from our homestay guests. To date, we have not received any feedback, directly or anonymously.

While we believe that the anonymous letter should not be awarded much attention, we have addressed the claims included in that letter below for your reference:

- They refer to our house as a "**commercial space**" - This is our family home, not a commercial space or the "Tilman Motel". We live here full time with our two sons and two dogs. Our home rents the maximum 5 bedrooms to a maximum of 12 guests. We are incredibly strict in enforcing the number of guests. We have a rental agreement that all guests sign to support this.
- "**Caravan of 6 -10 cars**" - We have a maximum number of cars set at 7 during rentals. Most guests have 4-6 cars. Our private driveway and area in front of our home provides space for 7 cars during rentals as required by Albemarle County. Never do our homestay guests need to park on public streets or on neighbor's property. They cause no detriment to any abutting lot and no harm to public health, safety or welfare. The home and driveway are behind a line of 90-foot pine trees. Please note this is our family home where we live all week, all year. We have two active teenage boys. We share in carpools for school and three different sports practices. We also have friends who drive to our home each day. We are a busy family and our daily activities see plenty of traffic. This has nothing to do with homestays.
- "**Turning around in neighbor's driveways**" - There is no reason why guests would need to do this on a regular basis. Our home is clearly marked with its number and name on a signpost. We sometimes see the Fed Ex delivery truck turn around in our driveway (because it is a wide and open space) but this doesn't upset us.
- "**20 cars parked and ensuing party**" - We have, and enforce, a strict policy against additional guests, gathering, parties, and events for our homestay guests. On December 14th last year we

personally hosted a Christmas cocktail party for friends and families. The cars parked on our private property were those of our own guests. This was not a homestay. We invited our neighbors - four couples attended the party (two neighbors were out of town and asked to be included next time.). The music was indoors. There were no outdoor speakers and no fireworks. There was no disturbance of the peace. If there had been, we imagine our anonymous neighbor would have taken full advantage of this and taken the opportunity to call the police.

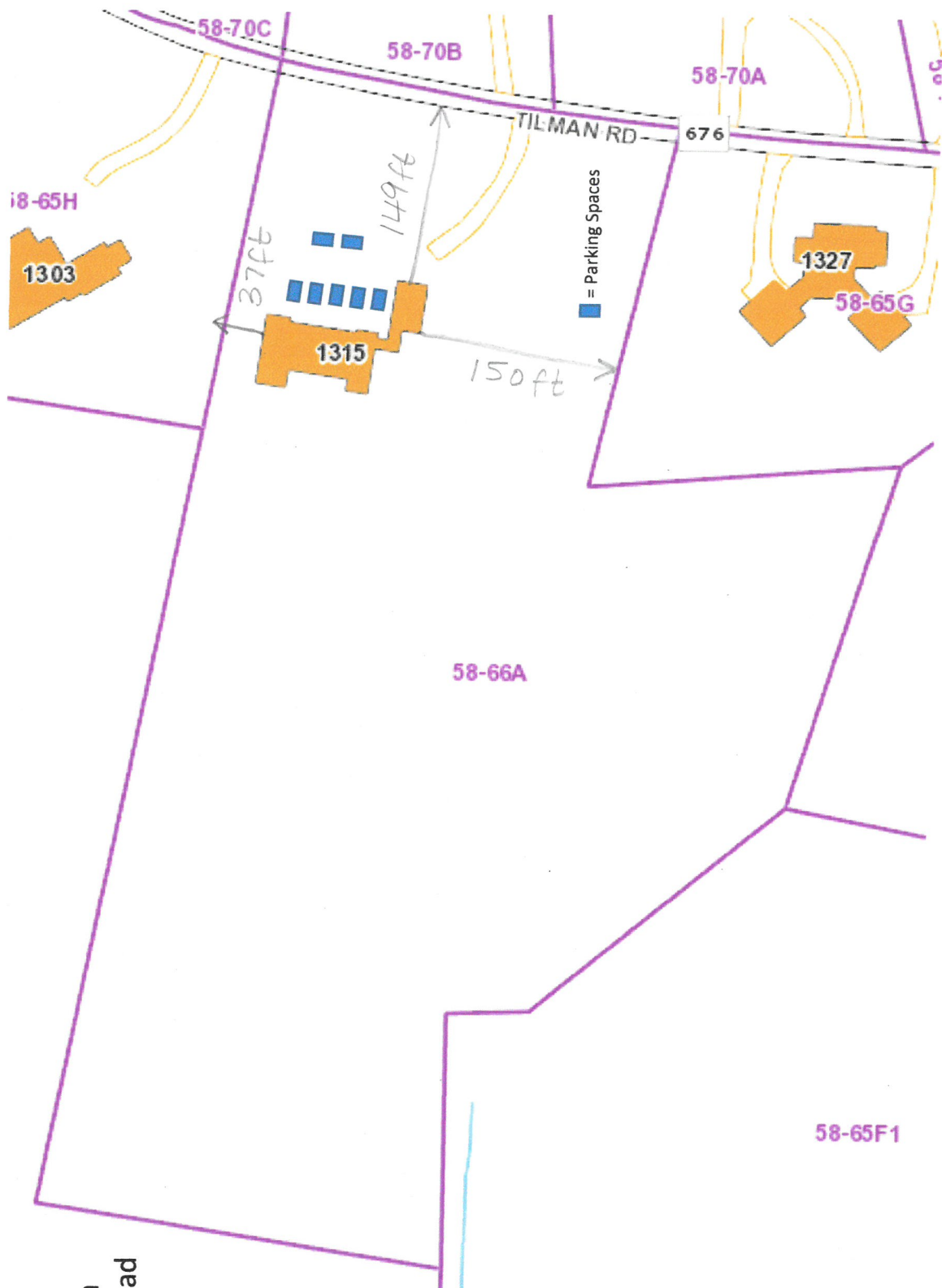
- **“Fireworks”** - We have only ever heard fireworks one time in this area, and it was a long way off. Our friends who live on Decca Lane have shared that they believe the fireworks were at a property near them. We have never used fireworks and nor have our homestay guests. Again, actual instances of fireworks can be reported to the police and supported by a police citation for disturbance of the peace.
- **“Indoor/Outdoor Stereo Systems”** - We do not have an outdoor stereo system or outdoor speakers. We have Sonos speakers in the main living area of the home. Even when turned to a very high volume, it is impossible to hear our indoor music system beyond our property lines.
- **“Crowd of Strangers shows up on the block...have they been vetted?”** - The nature of homestay is that guests are visiting our area. As stated in our application for special exception, we go above and beyond to establish the number and age of guests, nature of their visit, and what they intend to do while in Charlottesville. This is our family home. We more than anyone else have a vested interest in who we share our home with. We can see the reviews our potential guests have from other property owners and often Google details on the primary guest. We decline requests from anyone who does not make us completely comfortable. We have provided a simple list of this year’s bookings below so you can see the type of guests we approve to use our home. They are all mature professionals – many of whom are alumni of UVA. They are primarily ladies’ weekends, couples, or multi- generational families including grandparents. We do not rent to large groups of men. Both neighbors who share the property line in question have babies, toddlers, and small children. They have shared their own opinion in their letters and clearly do not feel that our homestay guests pose any threat to their children.
- The anonymous neighbor finishes by saying they wouldn’t mind you granting an exception to a **“quaint cottage”**. We fail to see what they mean by this. Our home has passed all health and safety inspections to be complaint with homestay rules and guidelines, just as a smaller house in our area would need to do. We ourselves impose a maximum number of guests during homestays. There are many smaller homes with fewer bedrooms on much less land who permit greater numbers of guests than we do.

Our upcoming homestay guest groups and their planned activities include:

- Mom’s weekend, group of 10 – hiking, wineries, restaurants, Monticello visit
- Ladies weekend, group of 10 UVA graduates – wineries, restaurants, massages
- Two families, group of 9, UVA graduates – taking kids to Foxfield Races
- Family of an Ivy resident, group of 6 – family visit
- Four couples, group of 8 – attending UVA Law School Reunion
- Multi-generational family, group of 10 – attending UVA graduation
- Friend group of 9 – attending UVA Darden Business School Reunion
- Three family group of 10, UVA graduates – friends from medical school
- Ladies weekend, group of 9 – wineries, brunch and dinners out in town

We look forward to speaking with you soon and to our scheduled hearing on 1 April.

Graham and Helen Kessler



Property Sketch
1315 Tilman Road

Nate and Kate Rullman

1303 Tilman Road, Charlottesville, VA, 22901

January 10/2020

Rebecca Ragsdale
County of Albemarle

Dear Rebecca,

We are the nearest neighbors to the Kessler family and live at 1303 Tilman Road. We wanted to take this opportunity to write a brief letter of support for them to be able to obtain the special exception to allow them to move forward with whole house rentals.

We have lived next door for over two years and have never once been negatively affected by the guests who use their home and property for homestays. To be honest, we don't even know when they have guests using their home as we don't really see or hear activity or comings and goings that take place on their property. Anyone would have to go out of their way to be able to see from a distance and certainly would be hard pressed to be affected in any way.

While we share a property line, our homes are a good distance from each other and their property is surrounded by huge pine and cedar trees, which gives them and us complete privacy. They are very good and considerate neighbors and take excellent care of their home and so would only share it with people who they feel would be respectful and responsible.

Sincerely,


Kate Rullman (Jan 10, 2020)

Nate and Kate Rullman

January 16/2020

To whom it may concern,

We have been neighbors to the Kessler family since the end of 2018. We live at 1291 Tilman Road.

We are aware that they offer homestays at their property and this has never caused any problems to us as their neighbors.

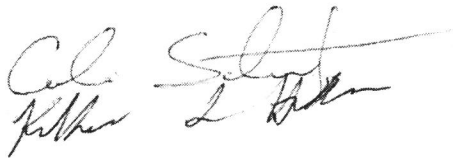
They are on a large parcel of private land and we can't see their house or pool area from our home and are therefore not impacted by their activities or those of their guests in any way.

It is a beautiful property and offers a unique place for visiting guests to stay and enjoy Charlottesville.

We are happy for them to offer their home for whole house rentals.

Kind Regards,

Colin Schwartz
Katie Hollar

Handwritten signatures of Colin Schwartz and Katie Hollar. The signature for Colin Schwartz is written above the signature for Katie Hollar. Both signatures are in cursive and appear to be in black ink.

Rental Terms and Conditions

Bonnie Doon

Charlottesville

Virginia

PROPERTY OWNERS: Graham and Helen Kessler

CHECK-IN TIME is AFTER 4 P.M AND CHECKOUT is 11 A.M. No Early Check-in or late checkout.

***This is a residential home in a residential area and not an event or party space. It is to be used for a maximum of 12 family/friends to rent. NO PARTIES, GATHERINGS, WEDDINGS, REHEARSAL DINNERS OR EVENTS OF ANY KIND PERMITTED. NO ADDITIONAL PEOPLE to be invited to the property during stay even if they are not spending the night. Respectful behavior to all neighbors at all times.

This is a NON SMOKING property. Any signs of smoking will result in forfeit of full security deposit.

SECURITY DEPOSIT - A security deposit of \$1000 is required. This must be received at the time of booking the reservation. It is fully refundable within 14 days of departure, provided the following provisions are met:

- No damage is done to home or its contents, beyond normal wear and tear. Tenant shall not disturb neighbors or permit a nuisance to be maintained on the property.
- All debris, trash and discards are to be placed in outdoor trash bins, and soiled dishes are placed in the dishwasher and cleaned. Coffee Maker to be cleaned if used. Grill to be cleaned if used. We ask that all food and drinks be consumed in the kitchen and dining areas to avoid soiling furniture. Any trash or food items must be removed from the pool house and outside areas and disposed of in the outside trash cans.
- All keys are left in the lock box or key holder
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- No items are lost or damaged
- NO GLASS is to be used on any outside patio, lawn area or pool area.
- The renter is not evicted by the owner (or representative of the owner) or local law enforcement.

PAYMENT – 100% is due at time of booking. Please make payments online through VRBO.

CANCELLATIONS – (Non Peak/Special Rate) Cancellations that are made more than sixty (60) days prior to the arrival will receive 100% refund. Early departure does not warrant any refund of rent. This policy is firm. PEAK DATES OR SPECIAL RATE RESERVATION CANCELLATIONS – All peak date or special rate renters must cancel

or make a change that results in a shortened stay ninety (90) days prior to check-in. NO REFUNDS will be issued after this time. This policy is Firm.

MAXIMUM OCCUPANCY – The maximum number of guests is limited to 12 persons. Unless approved in writing by the owner prior to the booking. Any additional, unauthorized guests will result in termination or rental without refund and the security deposit will be kept by the owner. Please do not invite additional guests to the property during your stay, even if they are not spending the night. **STRICT POLICY!!!**

MINIMUM STAY – This property requires a two (2) night minimum stay. Longer minimum stays may be required during holiday periods. If a rental is taken for less than two days, the guest will be charged the two-night rate.

OWNERS PERSONAL PROPERTY – Owner may mark certain property or areas for personal use and may maintain personal closet or areas reserved for Owner's personal use only. These areas may be locked. Tenant shall not tamper with or attempt to access those areas.

NO HOUSEKEEPING SERVICE – Linens and bath towels are included in the property, daily maid service is not included in the rental rate.

We do not permit towels or linens to be taken from the home or the pool house.

FALSIFIED RESERVATIONS – Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

PETS – NO PETS are permitted on the property. Violation of this provision shall result in the immediate termination of the rental without refund. The Owner will deduct an additional \$500 from Tenants security deposit.

PARKING – Vehicles are to be parked in designated parking areas only – on the gravel driveway at the front of the property. No parking on the grass at any time. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner. Maximum number of guest vehicles: 7 total. No buses or other large RV vehicles permitted.

FIREPLACES – The indoor fireplace is a non-vented propane gas log fired firebox. Please do not throw any paper or other combustible materials in the fireplace. Fireplaces are turned off from May 1st – October 1st and are not operational during this time of the year. NO OPEN FLAMES (candles etc) inside the house.

FIREPIT – Open fires are only permitted in the designated fire pit. Fires must be completely extinguished after use. Only use store bought firewood. Fire Pit may NOT be moved or relocated. There is also a propane outdoor fireplace. Responsible adults only should operate any fireplace or fire pit. NO FIREWORKS are permitted on the property.

GRILLS – Tenant may use the gas grill or the charcoal grill but must keep them four feet from the house and pool house at all times. Please do not leave food or debris on the grills after use. Grills must be cleaned before check out.

POOL – The property has an outdoor heated salt water pool. The pool is available for use, weather permitting, from mid May – mid October. DO NOT try to open or use the pool when not in season as the water will not be safe for swimming. The electric pool cover should not be walked on at any time. Please use the pool responsibly. All children must be under strict supervision of an adult at all times. NO GLASS outside or by the pool area. Please do not attempt to change the temperature of the pool or tamper with the control panel.

TRASH – All trash must be removed from the property and placed in outside trash cans. If all trash is not removed from property, Owner may deduct \$100 from security deposit. (Pick Up is 7am Friday morning.)

WATER AND SEPTIC – This home is on well and septic systems. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to three hundred dollars (\$300).

There is NOT A GARBAGE DISPOSAL in either of the kitchen sinks. DO NOT put solid waste or coffee grinds down the sink. Please use the trash cans provided.

STORM POLICY/ROAD CONDITIONS – No refunds will be given for storms. Mountain roads can be curvy and steep. Gravel drives are well maintained; however, we highly recommend four wheel drive during the snow months. We do not refund due to road conditions. We do not refund due to weather conditions or travel delays.

TRAVEL INSURANCE – We highly recommend all guests purchase travel insurance. If you wish to purchase travel insurance, go to www.InsureMyTrip.com for details and to purchase.

LIABILITY OF OWNER – Indemnification and Hold Harmless - The home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise. Tenant agrees that if, at any time Tenant observes or is made aware of any potentially unsafe conditions or if he/she feels that anything is unsafe, he/she will immediately advise Owner and will leave the area thought to be unsafe. Tenant hereby assumes full responsibility for risk of bodily harm, death or property damage arising out of tenant's use of the property. Tenant therefore waives, discharges and covenants to sue Owner or property managers for any and all loss or damage and any claim for illness, personal injury or death. Tenant hereby agrees to Indemnify, save and hold harmless Owner from any loss, liability, damage or cost Owner

may incur due to Tenant's use of the property, whether caused by the negligence of Owner, natural conditions or otherwise.

REASONABLE ATTORNEYS' FEES AND COSTS – If Tenant's breach or non compliance causes Owner to employ an attorney or collection agent – the Tenant shall be liable for all collection fees, reasonable attorney's fees and other costs incurred by Owner.

WRITTEN EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.

*By Signing Below, I agree to all terms and conditions of this agreement.

Tenant Signature _____

Date _____

Printed Name _____

Telephone # _____

Email address _____

Home Address _____

COMMUNITY
DEVELOPMENT

JAN 15 2020

RECEIVED