

20-424 - Att.B - Applicant's Proposed Homestay
888 Woodlands Rd
Charlottesville, VA 22901
7/20/20

Board of Supervisors
County of Albemarle
401 McIntire Rd
Charlottesville VA 22902

Dear Board of Supervisors:

I am writing to request an exception to allow for a HomeStay Permit for 888 Woodlands Rd with Philip Bobbs as the Resident Manager. The Parcel and Home Owner is Matthew Crane, but Philip Bobbs is the current tenant residing at 888 Woodlands Rd. I request that Philip be allowed to be the Resident Manager so he is able to apply for a HomeStay Permit to offer 2 rooms in the house for short-term homestay guests under the allowances of the HomeStay Permit.

I am also requesting a waiver for 125' required setback from the property boundary. One side of the house is 15' from property boundary. This side is the edge of the carport, so front door is another 30' in from property boundary. The nearest neighbors house is 180' from the edge of the carport, and another 60' from guest entrance door, so about 240' total.

I ask you approve these exceptions for the following reasons:

- Philip is currently residing at 888 Woodlands Rd, and has the permission from Matthew to offer 2 bedrooms for occasional short-term homestay guests if a Homestay Permit is granted by the county.
- Philip is applying for 2 bedrooms in the lower apartment of the house while he is present per the allowance of the HomeStay Permit, so he will be fully responsible for presenting strict house rules to any guests and enforcing them during the visit, to include keeping noise to a level that would in no way disturb neighbors, ensuring guests and pets never walk or drive onto neighbors' property and always behave in a reasonable manner.
- Neighbors are all 180' or more from the house, and there is significant screening from trees and other plants from neighbors on all sides.
- The 2 guest rooms would be in the lower unit which has a separate parking area and entrance door that would be used for guests. This adds at least another 60 feet distance from closest neighbor and also provides additional screening to closest neighbor in the form of a privacy fence.
- The parking area that would be used for guests is lowered from the driveway and Woodlands Rd as to provide additional line-of-site screening to the nearest abutting property, as well as a privacy fence. The walkway from parking to the front door of the unit is also screened due to this vertical difference as well as the privacy fence. The patio and front door for this lower unit are completely screened by these same privacy fences and the house itself from the nearest abutting property.

- Philip would be beholden to address all neighbor concerns as not to allow Homestay to present any detriment to abutting properties. Please see addendum on Page 10.
- Philip and his girlfriend both lost a significant portion of their future income and savings due to the Covid Pandemic. An additional income source in the form of a Homestay will subsidize their monthly rent, allowing them to continue living at 888 Woodlands Rd.
- Philip has a background in hospitality, working as a manager in hotels and restaurants during his career. He has also hosted Homestays before in previous residences amounting to over 100 guest stays. He is experienced to know how to manage guests to ensure a smooth, quiet, problem-free Homestay which will not present disturbances to any neighbors.

I have attached on the following pages pictures to show what I have presented above. I very much hope the Board will approve this Special Exception to allow me the chance to receive a Homestay Permit so I may continue to afford to live in my home. I welcome any questions or clarifications from the Board in order to help make this happen.

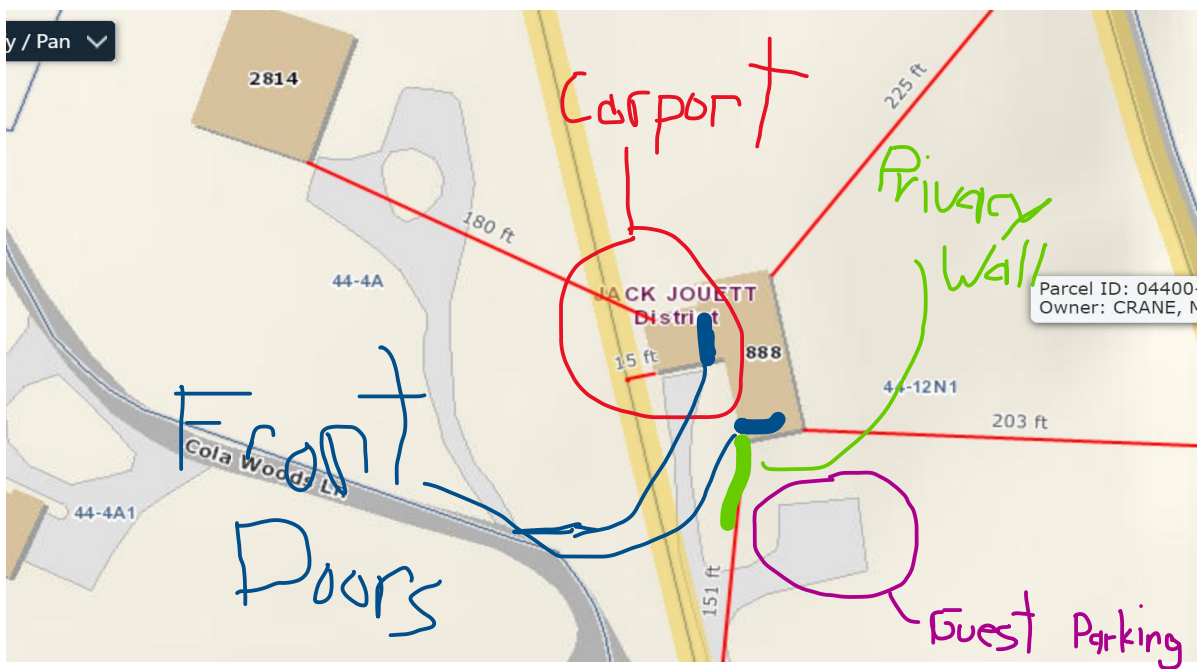
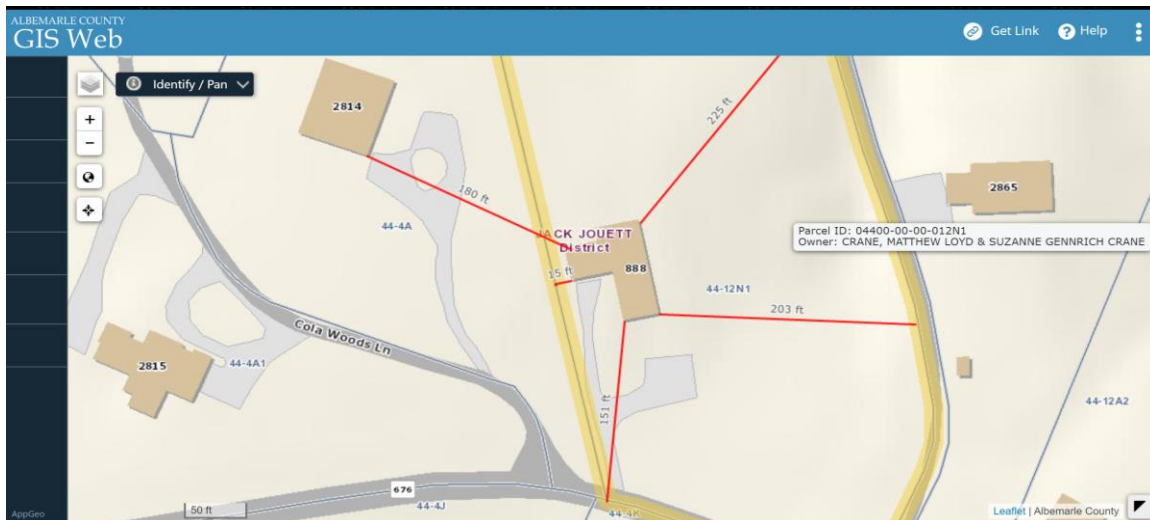
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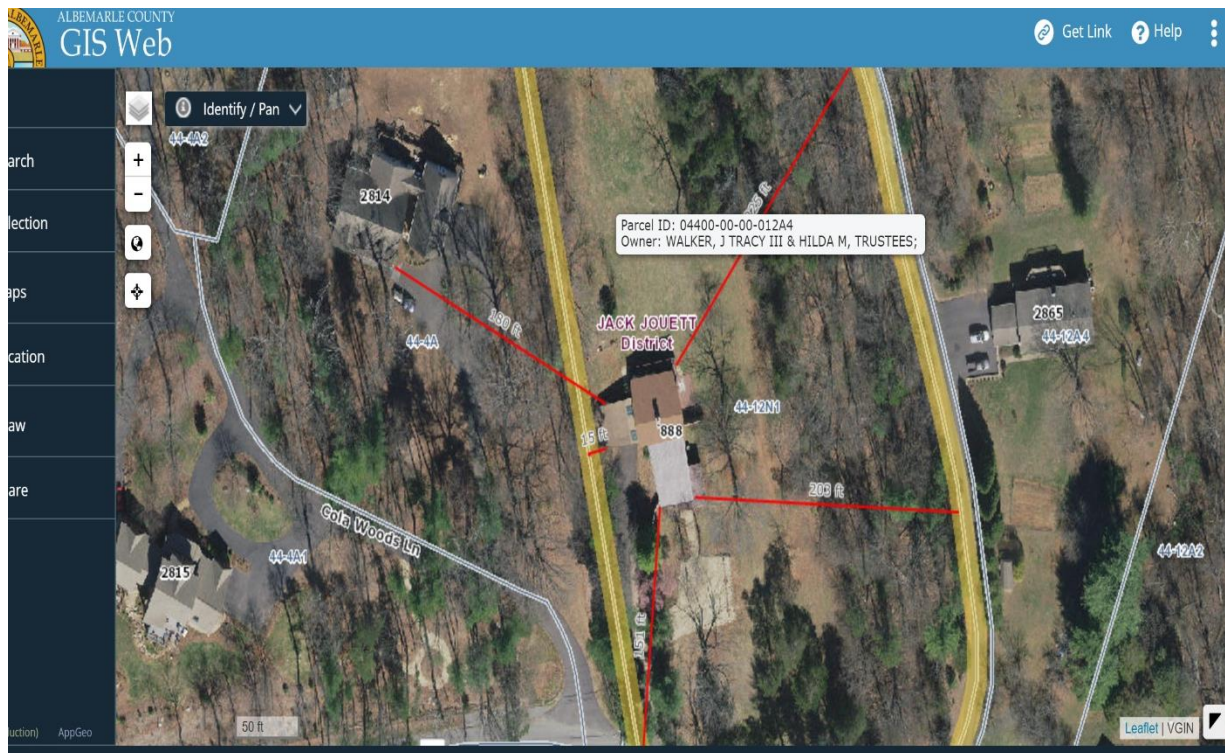
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Base map zoning measurements, and closeup labeling pertinent locations:



2018 Aerial View showing tree screening between house and neighbors.



Google Maps Global aerial view showing trees as screening between neighbors:



Google Maps Satellite View:



2019 Drone Picture from Listing Agent showing tree screening and carport and privacy wall:



Facing house from Woodlands Rd, Guest parking would be in the lower area:



View standing in parking area facing NorthWest:



View standing in guest parking area facing West:



View standing in path from guest parking area to guest front door facing West:



View standing at entrance of path from guest parking to guest entrance facing NorthWest:



View from Guest parking area facing North to guest entrance and patio:

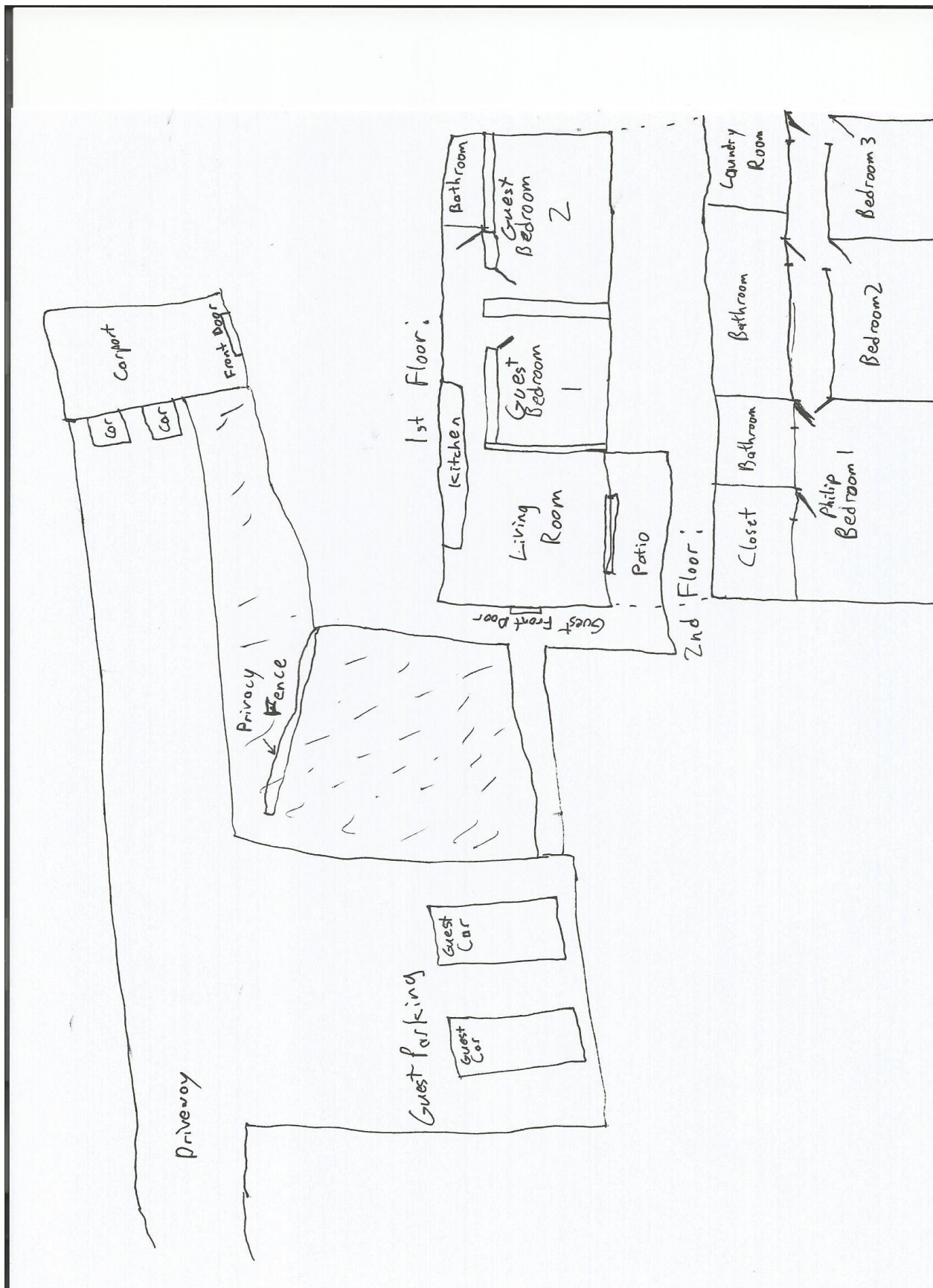


View of Guest entrance and patio facing NorthEast:



View from path from guest parking to guest entrance facing East (guest parking is to right):





Addendum: Response to concerns of neighbors in letters of opposition

- To ensure compliance from guests on all rules designed to eliminate all possible detriments to neighbors, all guests are carefully vetted and in addition to all these rules being highlighted before guest even has chance to request to stay, they are required to sign an additional rental agreement focusing on these issues related to neighbors. This includes not ever pulling into Cola Woods Ln (neighbor's road next to driveway), keeping pets on leashes when outside at all times, never walking onto any neighbor's property, keeping outside noise to a minimum at all times and a complete noise curfew after 10pm, not allowing any tour buses to pickup or dropoff on property, etc. They also must pay a \$150 security deposit that is refunded if none of these rules are broken. See this rental agreement attached.
- In addition, Philip will also meet guests and verbally confirm and remind them of these rules during their stay.
- To further address possibility of food delivery drivers or guests pulling into Cola Woods Ln by accident instead of driveway, Philip will put up a sign of allowed size on the yard before driveway by Woodlands Rd showing 888 and an arrow. Currently, both mailboxes clearly have 888 marked on them.



- While Philip has heard gunshots in the distance while at the property on several occasions, there have not been any firearms discharged or brought to this property. They will continue to be strictly forbidden.
- Trash bins being left out at end of driveway for longer than they should or brought out on wrong day is a separate issue unrelated to HomeStay but Philip will try to be better about this.
- Guest living area, patio, and both guest bedrooms are directly below the 2nd floor bedrooms where Philip stays, so any noise would be very evident and would be able to be handled before disruption to abutting properties was caused.

- Philip lives at 888 Woodlands and will provide proof of residence as is needed to obtain a HomeStay permit.
- In response to concerns of residency based on Philip hosting other properties on AirBnB: Philip has acted as listing agent for a few property owners through his role as a hospitality consultant, meaning he helped list other owners' properties and manages guest communications etc on their behalf. Philip does not reside at any of these other properties.
- Claims that are stated as facts of ongoing short-term rentals in violation are unsubstantiated. They are assumptions based on different cars being parked on property. A big advantage of living in this big country house in beautiful Charlottesville is being able to host friends and family for visits. Philip takes advantage of this often. Occasionally, Philip has had a tourbus pickup for a winery tour with these friends or family. Occasionally, Philip allows friends or family to stay at the property when he is away.
- Previous whole-house rentals from months ago that were indeed unknowingly in violation of County regulations admittedly caused detriment to neighbors as evidenced in complaints they lodged previously and resulted unfortunately in losing all 'good will' from some neighbors. These incidents will not be repeated, as the HomeStay permit request is for 2 guest rooms while Resident Manager is present and this, along with all the above measures put in place will ensure no disturbances to neighbors.
- It is evident from letters neighbors have provided that they are opposed to this special exception being granted. It seems that much of this opposition comes from them not wanting this to be granted, rather than from complaints of detriment caused to them. The few complaints derived from an actual detriment to them (noise, cars turning onto their street, pets coming onto their property) have been addressed here. If their opposition alone is sufficient to block this special exception from being granted, so be it. However, the requirement of allowing this special exception is that it doesn't cause a detriment to abutting properties. Even if it may be a neighbor's opinion that it will, Philip contends that for all the reasons as presented here, and measures put in place to prevent disturbances to neighbors, there won't be a detriment caused to them, and hopes the Board will agree.

SHORT TERM RENTAL AGREEMENT – Additional Rules

Security Deposit

This is a refundable deposit. It will be returned upon inspection after check-out. However, it may be kept by Host if: 1- damage is done to premises and/or furniture, beyond normal wear and tear; (see more details in Damage section) 2- the guest rooms are not left in a reasonably good and clean condition; 3 – House Rules are broken, such as walking on neighbor's property, not leashing pets outside at all times, smoking inside etc; 4 – A noise violation resulting in complaint from neighbors.

General Rules and Regulations

Occupant agrees to comply with all rules and regulations listed in this rental agreement, posted on the premises or delivered to the occupant.

- 1- illegal drug use is not allowed;
- 2- Occupant agrees to assume all risk of damage to any and all personal property on the premises, including household furniture. The occupant agrees to pay for the additional expenses associated with repair or replacement.
- 3- Hosts are not responsible for items left behind upon departure. If Hosts are asked to send items from guests, occupant is responsible for full payment of shipping and handling fees;
- 4- Occupant shall not drive onto or park on Cola Woods Lane. The driveway is directly next to Cola Woods Lane so be careful to only pull into driveway, which is marked with 888.
- 5- Occupant shall always keep all pets on a leash when outside . Occupant shall not walk onto a neighbor's property, and stay within the confines of Host's property line.
- 6- Occupant shall keep noise level outside to a minimum at all times, and shall observe a 10pm- 9am quiet hours outside and inside.
- 7- Firearms and fireworks are prohibited on the premise.

8- At all times, during the rental term, occupant and guests shall conduct themselves in a manner that does not unreasonably disturb their neighbors or behavior that constitutes a breach of peace. Occupant or guests shall not make or permit any disturbing noise in or outside the premise that will interfere with the rights, comfort or convenience of other residents/ neighbors;

9- Profane, obscene, loud or boisterous language or unseemly behavior and conduct are absolutely prohibited at any time. The occupant agrees to not permit anyone in his/her party to do anything that will annoy, harass, embarrass, or inconvenience any neighbors;

Accepting our Rental Agreement Terms: I have read and I understand and accept ALL terms and conditions of this agreement. If any dispute arises during, before or after my stay, Host is entitled to commence formal proceedings to recover damages for the breach of contract including legal fees incurred in doing so.

By signing below, I acknowledge and accept the terms described in this agreement:

Occupant's Signature

Date:

If any questions arise before, during or after you are staying with us, please do not hesitate to contact the Host.