

APPLICATION

Short Term Rental Additional Use Variance of an accessory building

Location:

596 Sutton Road Cincinnati Oh 45230 Building #2

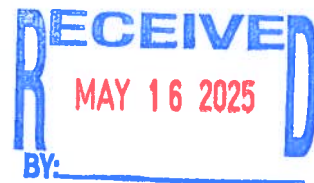
Owners:

Peepis Properties LLC

1002 Nimitz Lane

Cincinnati, OH 45230

Matthew and Dena Motz, owner



Dear Anderson Township Board of Zoning Appeals:

The purpose of this letter is to request a variance for the additional use of the residential accessory building located at 596 Sutton Road Cincinnati Oh 45230 building #2, and to be granted permission to utilize the building as a short-term rental residential unit, along with residential unit #1, on the property.

Reference Article 5.2 A, 8

No accessory building shall be used for dwelling purposes except by domestic employees employed on the premises as provided in the "AA" Residence Districts.

Reference article 2.12,D,2,b

Standards to be considered and weighed in determining whether a property owner seeking an area variance has encountered practical difficulties in the use of his/her property include, but are not limited to the following:

i. The property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;

While the property has been fully rented (both residences) in a long term rental scenario, with a single family renting both buildings for the last six years, it is our belief that the variance will allow the second building to be utilized in a short term rental scenario, and allow greater use of the property for Peepis Properties, where the Long Term Rental did not.

ii. The variance is substantial;

The variance is substantial. The accessory building at some point 25+ years ago was renovated into a fully functioning stand-alone residence. There is a 100 amp electrical service supplying the residence that consists of a 2 car garage, full kitchen, living room, utility/laundry room, loft bedroom and changing room, full bathroom with shower. Heated and air conditioned in both house and garage.

iii. The essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer a substantial detriment because of the variance;

Absolutely nothing about the property in a visual standpoint will be altered other than the property will be kept in a much nicer way. We have found that long term renters do not usually take care of the grounds of the property in a fashion that Peepis Property finds satisfactory, and we look forward to being able to keep landscapes maintained, and grounds free of extra debris and vehicles. We look forward to our neighbors enjoying their property in the same way they always have and will be able to enjoy the park like country setting that we are building and will be maintaining. We expect even less of a detriment than what could have been expected with long term rental.

iv. The variance would adversely affect the delivery of governmental services (i.e. water, sewer, garbage);

Nothing about this variance should adversely affect any government services

v. The property owner purchased the property with knowledge of the zoning restrictions;

Peepis properties was not aware that the accessory building in question was not already allowed use as a second residential building use on the property. The long history of it being used that way and the workmanship observed during ownership at least let us know that professionals did the alterations.

vi. The property owner's predicament can be feasibly obviated through some method other than a variance.

The Variance of this use of the building #2 and the addition of this residence to the STR property cannot be achieved any other way.

vii. The spirit and intent behind the zoning requirement would be observed and substantial justice done by granting the variance.

The whole spirit behind making the property a STR residence with 2 buildings runs right in line with the Spirit of the Area. We want to make a beautiful property to be enjoyed by local families gathering, or travelers to the area to enjoy all the fun things to do in Anderson and Cincinnati. We want to keep the setting "park Like" and maintained that way

While building #1 has been accepted as a STR , voted upon and accepted, by Anderson Township, in April's session. We are applying for the use variance of building #2 along with its acceptance as a STR on the same property. The following is the references and standards from the township zoning resolution, regarding a STR use variance for STR for building #2 to be added and used the same way as building #1

Reference Article 6.1

Short Term Rental (STR): Is the rental of a primary residence or portion thereof for a period of less than 30-nights, for which the guest compensates a hosting platform, owner, or lessee of the unit.

Reference Article 2.12 08.a

8. To authorize by the grant of a special zoning certificate after public hearing, the location of any of the following uses,

including such buildings and structures as are necessary for their operation, in a District from which they are prohibited by this Resolution.

a. In determining whether to grant a special zoning certificate pursuant to this the Board shall consider and apply the following standards:

i. Spirit and Intent. The proposed use and development shall comply with the spirit and intention of the Zoning Resolution and with District purposes.

The intent for 596 Sutton Road is to be a combination of a short-term rental, mixed with longer term 30-day+ stays, and to continue to be available to the Motz Family for it's usage, as well. The property will be available to rent as a 3-night MINIMUM stay via short term rental platforms (examples: Airbnb & VRBO), as well as promoted as a furnished month+ stay on the same platforms, and eventually via our own stand-alone site.

ii. No Adverse Effect. The proposed use and development shall not have an adverse effect upon adjacent property, or the public health, safety, and general welfare.

The property will NOT have an adverse effect upon adjacent property, or the public health,

safety, and general welfare. The property will have one exterior doorbell camera triggered by motion and recordable. The owners live within 2 minutes of the site. The site is regularly monitored by the owner and different trades people. The location is in a rather remote area of Sutton Road, between Kellogg and Eversole Dr, located on nearly 2 acres, and with no abutting neighboring properties within site. The property is truly a rural setting, while still in the heart of bustling Anderson Township.

iii. Protection of Public Services: The proposed use and development should respect, to the greatest extent practicable, any natural, scenic, and historic features of significant public interest.

We will maintain the rural-like presence that 596 Sutton Rd has been doing previously. In relation to the past 5-years of maintaining the property as a traditional one-year rental to one family, we are actually “raising the bar” with this approach. The past long-term tenants actually created a situation where it was hard for us to fully dictate the cleanliness of the site, with the last tenant, in particular, “junking up” the exterior site. We are in the process of completing a much-needed site overhaul and cleanup. We look forward to now having full control of, especially, the outdoor site and maintenance of it going forward. The landscaping, lawn, & surrounding areas will be maintained by a professional landscaping company. In summary: the site does and will continue to look MUCH MORE organized than in the past 5-years of traditional one-year rentals. We have found this process to be much more desirable looking and better maintained ,proven by other short term rental property owned by us.iv. Consistent with Adopted Plans. The proposed use and development shall, as

applicable, be harmonious with and in accordance with the general objective of the Township's comprehensive plan and/ or Zoning Resolution.

596 Sutton Rd will be harmonious with and in accordance with the general objective of the Township's comprehensive plan and/ or Zoning Resolution. We will continue to maintain the property and buildings to the best conditions.

Reference Article 5.4

Conditional Uses in Single and Multi-Family Residence Districts

5.4,H,1 - Conditional use criteria

Conditional Use - Short Term Rentals (STR)

(f), (h), (l), (m), (s), (v), (x), (z)

f. Parking shall not be permitted in the area defined as the front yard setback of the existing zone district.

No parking is necessary in the front yard or any set back from Sutton Road. Ample room is

allowed to park 2 cars well off the street on a gravel drive, and in the 2 car garage

h. The vehicular use area shall be located and designed so as to minimize impact on the neighborhood

Parking is addressed in the rental contract & listed on short-term rental sites as only two cars in the driveway and 2 cars in the garages. With there only being a 3 bed maximum accommodation, we will only allow a 4 car maximum at any given time on the property .

l. Measures shall be taken to minimize the impact of potential nuisances such as noise, odor, vibration, and dust on adjacent properties.

We have established quiet hours, no parties/events, no smoking/drug use that are all listed on rental sites and within the contract that the guest must agree to when booking the property. We use a 3-night minimum rental period to discourage any “overnight or weekend partying.” The property has one exterior doorbell camera triggered by motion and recordable. We have priced and marketed the property to families visiting families, working

professionals, and those wanting to get away and experience a “Rural get-away, and at the same time be able to enjoy the local amenities that Anderson Township has to offer, such

as Riverbend, and the many restaurants and local events available.”We will address any problems quickly and accordingly.

m. No exterior alterations of an existing structure shall be made that depart from the residential character of the building. All new structures shall be compatible in residential design with the surrounding neighborhood. However, any improvement required by code or necessitated by licensing requirements shall not be deemed incompatible

N/A. No exterior alterations.

s. All exterior lighting shall be directed away from adjacent residential properties.

N/A. No exterior lighting changes.

v. The applicant shall provide a plan indicating the manner in which the facility will maintain contact with neighborhood residents along with a structured procedure whereby resident's grievances may be filed with the Township and resolved by the facility.

A letter with our contact information and Anderson Township contact information will be placed in neighbors' mailboxes to express any issues, concerns, grievances

x. Meals shall be served only to guests or residents of the facility and not to the general public.

N/A. No meals to be served.

z. An emergency response plan shall be submitted detailing safety measures and response procedures.

An emergency plan is listed in the house manual. We have also included emergency info such as police, hospital, addresses & phone numbers are all listed on a welcome sheet. Fire extinguishers, smoke detectors, and carbon monoxide detectors are located inside the house.

Tenant Agreement 596 Sutton Road Cincinnati Oh 45230

Property Owner:

Matthew Motz

513-207-9642

matt@gowithmotz.com

Thank you for your interest in 596 Sutton Road for your stay. All renters must agree to the following house rules, in addition to all Airbnb/VRBO rules.

Arrival time

is 4:00 PM. This time is required for the cleaning team to prepare the house for your arrival.

Departure time is at 11:00 AM. If a late departure is needed, please contact either of us.

Keyless Entry:

Property Owner will provide you with a keyless entry passcode to the rear/side door the morning of your Arrival.

Should you have any questions, contact the Property Owners. Please close and lock all windows and doors when you leave.

Vacation Rental Terms, Rules, Conditions and Policies

All reservations: Reservations must be made by an adult over the age of 25. Reservations must have one adult over the age of 25 for every 3 persons under the age of 25 occupying the rental during the full time of the reservation.

Reservations made under false pretense will be subject to eviction and forfeiture of deposit and/or monies paid. All state and local taxes and additional fees shall be covered by the guest. **Maximum Occupancy:**

A maximum occupancy cannot exceed 6 people (including infants and children). Beds can accommodate up to 6 people, with one additional sleeper sofa..

Guests:

Alert owners of any additional guests arriving on the property.

Cancellations and Pandemic Policies, Travel Credits

Cancellation of Reservations:

Rental agreements may be terminated by the Property Owner or Guest at any time after satisfying any cancellation policies and complying with any laws that may apply. Guest shall not be relieved of any portion of their reservation due to illness, weather, flight cancellations, job loss, recession/depression or any travel- related or other issues which may arise and are not under the control of Property Owner. Cancellations received more than 30 days prior to check-in will result in a 100% refund. If booked fewer than 30 days before check-in, full refund for cancellations made within 48 hours of booking and at least 14 days before check-in. Cancellations received less than 14 days, but more than 7 days will result in a 50% refund. Cancellations received less than 7 days prior to arrival,

including cancellation on day of arrival and early departures after check-in, are fully non-refundable.

Long-term stay cancellation policy

(this policy only applies to stays 28 nights or longer): Full refund if cancelled within 48 hours of booking and at least 28 days before check-in. After that, the first 30 days of stay are non-refundable.

COVID-19 or any other TBD Pandemic Policy: You accept the full risk for whatever reason (illness, restrictions, travel bans, etc.) for having to cancel and our cancellation policy above will apply. If our (federal, state or local) government prevents travel (travel bans) for any reason (pandemics and/or natural disaster mandatory evacuations) refunds will be issued. However, you will receive a future travel credit for any portion of your stay that you must forfeit due to travel bans/mandatory evacuations. We strongly suggest you consider

trip insurance to protect your travel investment.

Early Departures:

Because Property Owner carefully schedules reservations in advance, no partial refunds will be made

for late arrivals or early departures. No refund will be given for early departures for any reason, weather, sickness related or not

General Rules and Criteria

Property Damage Protection: Upon arrival we recommend the guest identifies to the owner any/all broken items

inside/outside of the property.

We take great strides after each guest to repair/replace any/all items needing repair.

Housekeeping: Accommodations will be cleaned to quality standards prior to your arrival and after your departure. You will be responsible for cleaning your unit during your stay and leaving it in good condition at departure. Please remember that you are staying in someone's home during your vacation; please treat it as if it were your own. Reminders are conveniently provided for you at the house for things for you to do prior to your departure.

Linen/Towels/Supplies:

Accommodations have complete linen packages provided based on the number of guests in reservation.

We ask that you bring your own beach/pool towels as linens must not be removed from accommodations.

Guests will be charged for missing and/or damaged linens. A complimentary set-up of trash liners, bathroom tissue, and hand soap is provided but guests must provide any additional items as needed. Locked closets are maintained by homeowners for personal use and are not included in the rental. The owner maintains a locked area in the property for their own personal use. These locked areas are not intended for guest use and will not be accessible.

Thermostat:

The thermostat is typically set between 68 - 74 degrees and owner controlled remotely. If preference is windows open, please turn off the AC/Heat but leave fan on.

Furnishings and Equipment: Rental property has a fully equipped kitchen, coffee maker, toaster, dishwasher, washer

and dryer, televisions, microwave oven, Wi-Fi, central heating, and air conditioning.

Pets:

Pets on a per-pet basis and with extra damage deposit.

Smoking, vaping, or drug use is not allowed in/at any of our properties. Additional charges will be incurred for carpet and upholstery cleaning as well as deodorizing if ANY evidence of smoking, vaping or drug use is found inside our

accommodations. If smoking, vaping, or drug use is discovered during stay, guests will be evicted from the property

and no refund will be given for an early departure and additional fee will be assessed.

Parking: Parking is in the 2-car garages and on the driveway for 2 cars only. The property driveway allows up to 2

vehicles. Any additional cars beyond 2 outside, need to be parked in the garage

Events/Parties: No parties or events allowed at any time on the property. Any and all requests will be denied. If a

party/event is held on the property, guests will be evicted from the property and no refund will be given for an early

departure.

Cameras: Multiple exterior cameras with DVR recall are located around the property. No inside cameras.

Indemnity: Property Owner will not be liable for any damage to rental property or furnishings, nor for injuries resulting

from any accident that may occur in or on the premises during guest occupancy. Property

Owner or representatives may

enter the premises at any reasonable time to make repairs. Property Owner will not be held responsible for acts of theft or vandalism or other damages to the guest's personal items left in the unit. Property

Owner is NOT responsible for

personal items left on the premises by guest upon departure. Units may not be sublet.

Community Policies: Guest shall not violate any city or county ordinance or state law in or about rented property. Please

understand that any unlawful activity or excessive disturbances are grounds for eviction and/or law enforcement

involvement. If you are planning to entertain guests that are not staying with you in the home, day or evening, please

contact the owner. Please note that there are neighborhood and local restrictions regarding occupancy, parking, noise,

and events. The owner will be happy to assist by answering any questions that you may have or locating an appropriate event venue.

Reservations: Must be in the name of a member of the traveling party who is 25 years of age or older and the holder or

a major credit card. Guests shall not assign responsibility nor sublet to guests without Owners written consent.

Please remember that these policies and guidelines are set forth for your protection, as well as the protection of the

Property Owner and will be strictly enforced. Welcome To 596 Sutton Road Cincinnati Oh 45230:

Our responsibility and your responsibility are to protect you and our cleaning and maintenance staff, as we have outlined in the white bound binder located in the Rental Property. A copy of the Covid-19 cleaning document can be sent to you per your request. As we are following the CDC guidelines and providing information to our guests, we are requiring a waiver be signed due to the National Pandemic known as COVID-19. Your acceptance of our Rental Agreement is acceptance of this COVID-19 waiver. If you have any questions, please feel free to contact us.

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

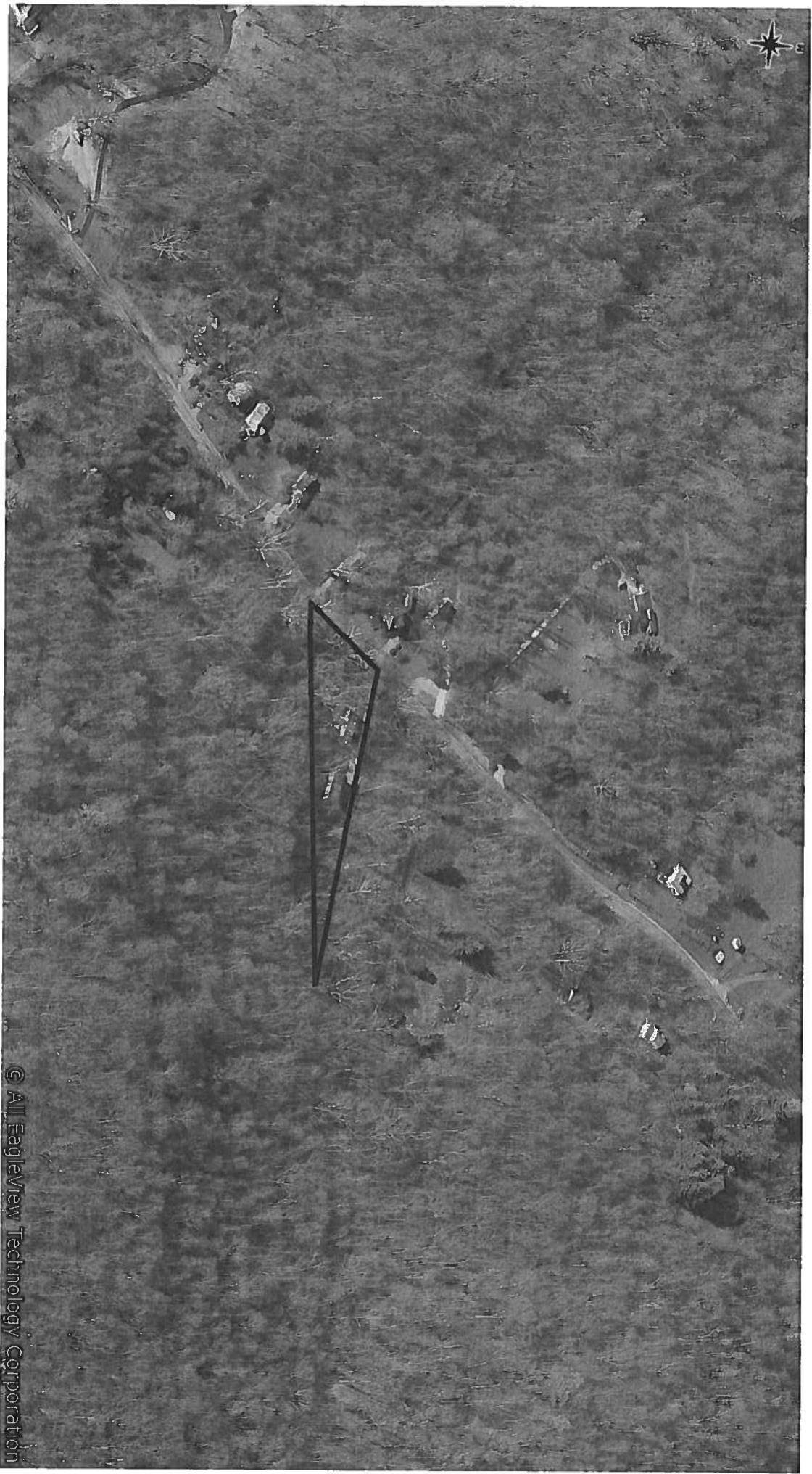
In consideration for receiving permission to BE ON PREMISES pursuant to the Rental Agreement on behalf of myself and any minor child/children or other adults I invite into the Rental Property, I hereby acknowledge and agree to the following: I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to enter into this Rental Agreement. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises of the Rental Property and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract and other guests

Andrew & Carissa Crawford, the Crawford Family Revocable Trust Agreement, the LLCs, their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises of the Rental Property. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in- house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above- named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Ohio. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES OF THE RENTAL PROPERTY. IN ACCEPTING THIS RENTAL AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and accept it voluntarily as my own free act and deed; no oral representations, statements, or Inducements, apart from the foregoing written agreement, have been made; I am at least twenty-five (25) years of age and fully competent; and I agree to this Agreement for full, adequate, and complete consideration fully intending to be bound by the same



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596 sutton site map



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