

**FRANKLIN COUNTY
SPECIAL USE PERMIT APPLICATION**

(Type or Print)

I/We, THOMAS C. + MARY J. ODDERSTOL, as Owner(s), Contract Purchasers, or Owner's Authorized Agent of the property described below, hereby apply to the Franklin County Board of Supervisors for a special use permit on the property as described below:

Petitioner's Name: THOMAS CHRISTIAN + MARY JANET ODDERSTOL

Petitioner's Address: 550 PLYBON LANE, WIRTZ, VA

Petitioner's Phone Number: 571-236-3846

Petitioner's E-mail: TCODDERSTOL@GMAIL.COM

Property Owner's Name: THOMAS CHRISTIAN + MARY JANET ODDERSTOL

Property Owner's Address: 8505 TRADE WIND CT, BRISTOW, VA 20136

Property Owner's Phone Number: 571-236-3846

Property Owner's E-mail: TCODDERSTOL@GMAIL.COM

Directions to Property from Rocky Mount: NORTH ON RTE 40, LEFT ON BOOKERT WASHINGTON,
RIGHT ON BURNT CHIMNEY, RIGHT ON RED BARN LANE, 1 MILE TO LOT 80

Tax Map and Parcel Number: MAP #: 046.09 TAX PARCEL #: 0460908000

Magisterial District: UNION HILL

Property Information:

A. Size 1.126 ACRES of _____ Property:

B. Existing Zoning: A1

C. Existing PRIVATE DWELLING Land Use:

D. Is property located within any of the following overlay zoning districts:
____ Corridor District ____ Westlake Overlay District Smith Mountain Lake Surface District

E. Is any land submerged under water or part of a lake? Yes No If yes, explain.

Proposed Special Use Permit Information:

A. Proposed SHORT-TERM RENTALS Land Use:

- B. Size of Proposed Use: HOUSE = 2400 SQ FT
- C. Other Details of Proposed Use: IN CONCEPT PLAN, BUT PLAN TO RENT TO VACATIONING FAMILIES FOR A WEEK, OR A WEEKEND

Checklist for completed items:

- Application Form
- Letter of Application
- Concept Plan
- Application Fee

****I certify that this application for a special use permit and the information submitted herein is correct and accurate.**

Petitioner's Name (Print): THOMAS CHRISTIAN ODDERSTOL

Signature of Petitioner: 

Date: 4/3/2022

Mailing Address: 8505 TRADE WIND CT
BRISTON, VA 20136

Telephone: 571-236-3846

Email Address: TCODDERSTOL@GMAIL.COM

Owner's consent, if petitioner is not property owner:

Owner's Name (Print): _____

Signature of Owner: _____

Date: _____

Date Received by Planning Staff _____

Clerk's Initials: _____

CHECK #: _____

RECPT. #: _____

AMOUNT: _____

Franklin County Board of Supervisors

Subject: Letter of Application, 550 Plybon Lane, Wirtz, VA

Proposed use of the property:

My wife and I bought the subject property in February of 2021. We use it occasionally on weekends, and would like to rent it to others on a short-term basis (mainly weekly) for family vacations or get-aways. We would advertise it for rental, and rent it out for part of the year - probably 10 to 20 weeks each year.

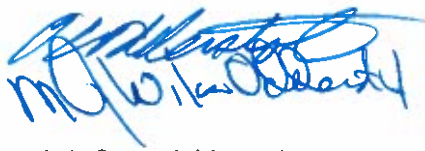
Reason for the request:

We will retire soon, and the extra income will help. It stays empty for most of the year, so we thought that renting it would be a good supplement to our retirement. It will also allow vacationing families to enjoy Smith Mountain Lake and the surrounding area.

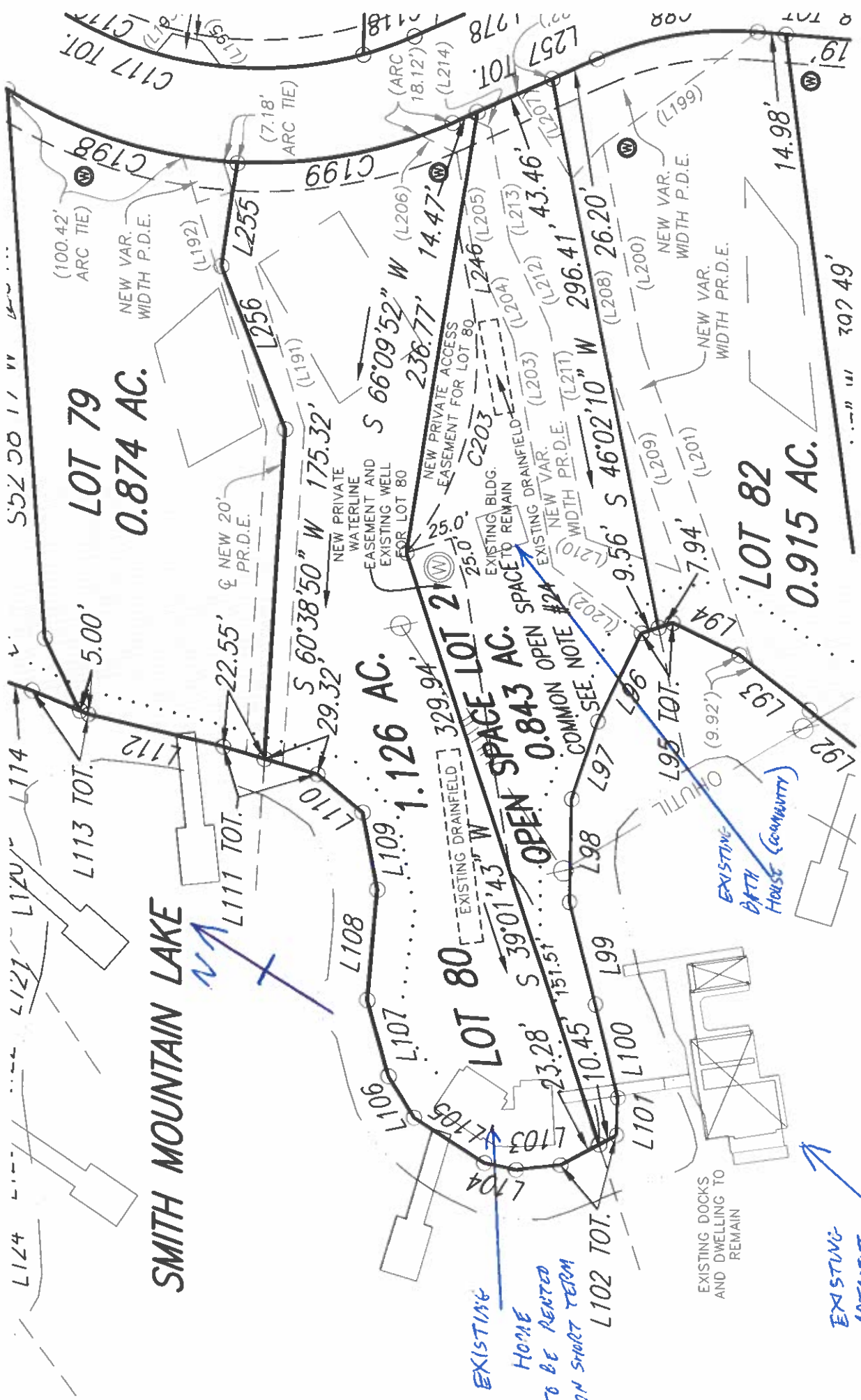
Effect of changes on the surrounding area:

We foresee very little impact to the surrounding area. The house was occupied full time before we bought it. Now it will be occupied part time, which will have a smaller impact on the surrounding area, as the % occupancy will be lower than when it was occupied full time. The property is part of the Red Barn Development, and most of the prospective owners are considering doing something similar: renting the properties on a short-term basis. This use is specifically outlined (and suggested) in the HOA documents for the Red Barn Development.

We requested input on the community bulletin board (which is an on-line board), and all respondents were OK with short-term rentals. In fact, most of the other residents are planning to offer short-term rentals after building a house.



Chris & Jan Odderstol



LOT 79
0.874 AC.

LOT 80
1.126 AC.

LOT 82
0.915 AC.

SMITH MOUNTAIN LAKE

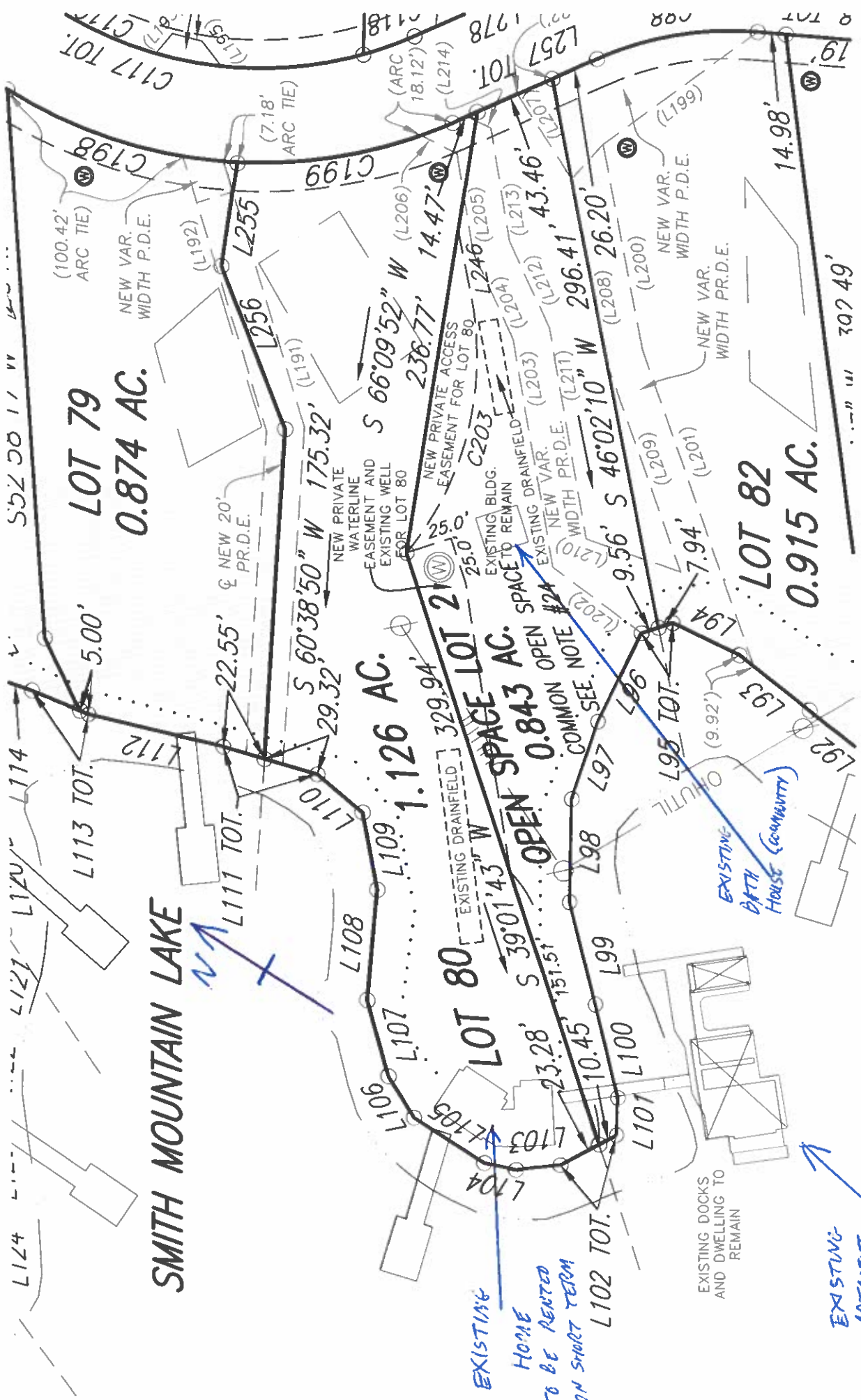
EXISTING HOME TO BE RENTED ON SHORT TERM

EXISTING ADJACENT BOAT HOUSE + REC AREA (COMMUNITY)

EXISTING BATH HOUSE (COMMUNITY)

EXISTING DOCKS AND DWELLING TO REMAIN

OPEN SPACE 0.843 AC.



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EXISTING DOCKS AND DWELLING TO REMAIN

OPEN SPACE 0.843 AC.

CONCEPT PLAN

Project Title: The Inner Banks

Applicants: Chris & Jan Odderstol (legal names: Thomas Christian & Mary Janet Odderstol)

Surveyor:

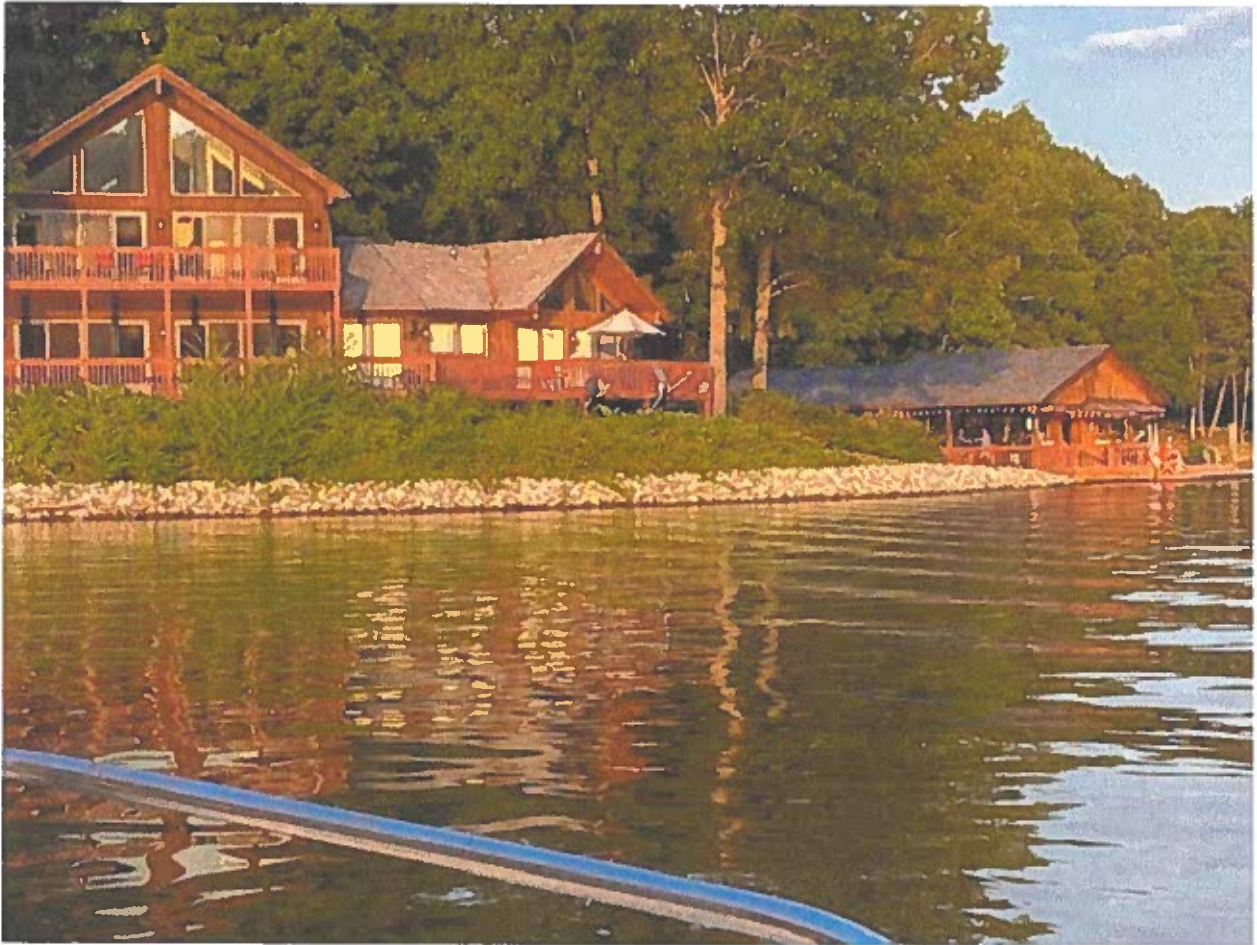
Plan Date: March 10, 2022

Parcel size: 1.126 acres

Adjacent features: Red Barn Lane is to the east, Smith Mountain Lake is to the west, Lot 79 (currently undeveloped) is to the north, Community-use lot 81 is to the south



View of house as you approach it from Red Barn Lane



View of house from Lake



View from house toward Red Barn Lane

Existing structure is a two-story, single-family house, 2379 square feet. No proposed new structures on the existing lot

Vehicular access and parking lot are already existing. No changes. Small parking lot to accommodate future community use and for the existing single family home

Natural areas to be preserved: Smith Mountain Lake - no anticipated impact

Proposed sign: Possibly one sign facing the lake, with contact phone number for rentals

No additional lighting proposed. Three existing pole-mounted street lights in parking lot

No building renderings available. Pictures provided

Proposed structures: No additional structures foreseen. Existing home, with no planned additions. Density is one house on the 1.126 acres

Accessory use: No accessories foreseen, other than existing boathouse and bathhouse on the adjacent community-use property.

No planned or proposed office or retail space.

Directions to 550 Plybon Lane (Formerly 550 Red Barn Lane)

From the Lowe's in Rocky Mount, VA:

Go north on route 40 for 0.16 miles

Turn left onto Booker T Washington Hwy

Go about 7 miles

Turn right on to Burnt Chimney road

Go about 5 miles to 4-way stop at Brooks Mill Road

Go straight through 4-way stop

Go 1.4 miles to Red Barn Lane (new 3-rail white fence on right)

Turn right on Red Barn Lane

Go about 0.5 miles to 4-way stop (on gravel road). Go straight

Go another 0.3 or 0.4 miles to lot 80 on right.

Won't see the driveway on the right until you are about 30 feet from it.

LAKESIDE FARMS AT SMITH MOUNTAIN LAKE
DECLARATION OF
PROTECTIVE RESTRICTIONS AND COVENANTS

This Declaration of Protective Restrictions and Covenants made and entered into this 5th day of November, 2020, by Red Barn Developers, LLC, a Virginia Limited Liability Company, herein called "Declarant"

Whereas, Declarant is the owner of certain real property, together with certain rights and reservations in and to the adjoining shoreland, situated along the waters of Smith Mountain Lake and fronting on the south side of Va. Route 670 (Burnt Chinney Road) in the Union Hall Magisterial District, Franklin County, Virginia, hereinafter the "Property", as said Property has been subdivided as shown on plat of survey dated 9/6/2019, by Balzer & Associates, John R. McAden, Land Surveyor, entitled "Lakeside Farms at Smith Mountain Lake" (hereinafter sometimes referred to as "Subdivision") which plat is of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia in Plat Book 1152, Page 2843 *to 2851*.

Now, therefore, subject to the foregoing, the Declarant declares that all of the Property described on the Plat shall be held, conveyed, leased, used, encumbered, occupied and improved subject to the following, all of which is declared and agreed to be in furtherance of a plan for the improvement of the Property and is established and agreed upon for the general purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

1. **Permitted Improvements:** Only single-family dwellings shall be erected, altered or permitted to remain on any lot, except as otherwise permitted herein. An attached or detached garage must be a minimum two-car garage size. The garage must be compatible by design and appearance with the dwelling. A lot may have an attached garage and a detached garage. A guest house with a minimum of 800 finished square feet is permitted with the same architectural standards, design and appearance as the dwelling. However, all prior existing structures are "grandfathered in" and exempt from the requirements set forth in this Paragraph.

1.1 The only improvements, other than erosion control structures, which shall be permitted on the Smith Mountain Lake shoreline rights area appurtenant to any lot shall be dock structures which may include one boat house with slips and other appurtenant improvements such as an open deck, screened-in porch, and/or an enclosed room, provided they meet the following criteria; All materials shall be designed to resist rot and the dock shall be constructed in a workmanlike manner. No boathouse or appurtenant improvement shall exceed one story in height and all observation decks shall be open with no roof. All docks must comply with the Shoreline Management Plan (SMP) developed by Appalachian Power Company.

1.2 The minimum setback restrictions (as set forth on the Plat referenced above) are as follows: i) thirty feet (30') from the front of the lot; ii) twelve feet (12') from the sides of the lot;

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4. **Material Deliveries:** Prior to the beginning of clearing or construction on a lot, and prior to the delivery of materials for such construction, an entrance driveway shall be constructed to afford access to said lot. All materials shall be stored on the lot and not on any street, drainage ditch, road or, highway. Property owners shall be responsible for any damages to roads and ditches caused by them or anyone they hire for building or delivery of materials to their lot.

4.1 All construction vehicles and heavy equipment must be parked on the lot and not on the community roadways. Excavation and heavy equipment must be unloaded on the lot and substantial care must be exercised when such equipment is being unloaded adjacent to the surfaced road edge. No such equipment shall be moved using a subdivision road or the ditches or shoulders.

5. **Construction Time Frame:** Construction of improvements on the lots must be done in a workmanlike manner. There is no timeframe to begin construction; however, once construction has commenced all exterior work shall be completed within twelve (12) months of starting construction. Construction of guest home may begin prior to main dwelling; however, construction of main dwelling must be started within eighteen (18) months of starting construction on guest home.

6. **Allowed Fencing and Shrubbery:** No chain link, wire or stockade fences shall be erected on any lot. No fences or plantings exceeding 4' in height are to be placed on any lot that would unreasonably obstruct the view of Smith Mountain Lake from neighboring lots. No invasive species such as kudzu or bamboo shall be allowed.

7. **Activities Not Allowed:** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or injure the value of the neighboring property. Commercial activity, including the use or operation of a convalescent home, nursery, or child care center, is specifically prohibited. A home office or similar activity that does not involve customer visits to the premises shall be allowed.

7.1 No fowl, swine, goats, cattle, or mules shall be allowed or kept on any lot, and no dog or cat kennels, rabbit hutches, or pigeon lofts, temporary or permanent, shall be erected or placed. All household pets including dogs and cats shall be inside pets and not left outside overnight and shall not be kept, bred or maintained for any commercial purpose. No outside pet houses shall be permitted.

7.2 One horse or pony shall be allowed per acre of fenced pasture. Any stable erected for the care of said horse(s) must be compatible by design, appearance and color scheme with the dwelling.

7.3 No basement, tent, shack, garage, barn or other outbuilding shall be used or erected for use as a temporary residence on any lot, and no trailer shall be placed on a lot as a temporary or permanent residence.

jurisdictional waters without prior approval from the Corps of Engineers or Virginia Department of Environmental Quality.

8. **Easements:** In addition to any easements reserved or shown on the recorded subdivision plat, Red Barn Developers, LLC, and its assigns reserves the right to establish and grant utility easements within an area fifteen feet wide along Va. Route 670 and all subdivision roads, and ten feet wide along all property lines other than the shoreline of any lot (the ten foot wide easement on common lot lines shall be centered on the lot line), provided that no easement shall be located so as to interfere with the location or operation of any drainfield. No compensation shall be required for any easement.

8.1 Except to another lot owner, no owner of any lot in Subdivision shall convey an easement or grant the right of passage or in any way give anyone the right to traverse any lot in said subdivision for the purpose of entering upon the shoreline or waters of Smith Mountain Lake or to provide access to any other property. Nothing herein shall be construed as prohibiting the granting of normal residential utility easements.

8.2 Declarant has granted or will grant to AEP a utility easement to serve lots within Subdivision. In addition Declarant has reserved residential utility easements on the plat which shall be for the benefit of Declarant and lot owners.

8.3 Drainage easements for the natural flow of surface water and/or for channeled surface water are hereby reserved over all lots where necessary for the flow of surface water within Subdivision, regardless whether said drainage easements are shown on plat.

8.4 The aforesaid easements on each lot and all improvements thereon shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Stormwater Management areas shall be maintained by the Association as set forth below in paragraph 12.7.

9. **Subdivision of Lots:** No lot may be subdivided or re-subdivided or easements (other than normal residential utility easements) granted without the express written approval of Declarant, or its successors or assigns provided, however, that Declarant, reserves the right to resubdivide or reconfigure any of its unsold lots, or enlarge by merger or by adding additional land outside of Subdivision to any of its unsold lots, or to add additional lots to Subdivision, provided that any such action by Declarant is consistent with the existing caliber of the community and is in accordance with applicable County ordinances. If two or more adjoining lots are acquired by the same owner no part or parts of said lots shall be conveyed by said owner unless each lot being

11.4 The Association shall maintain, at its expense, property, casualty and liability insurance on the common areas/facilities on such terms and with such coverages as are customary for similar common access and recreational facilities.

11.5 Contractors, sub-contractors, laborers, materialmen, and maintenance personnel are not permitted to use the Common Areas for recreational purposes at any time.

12. Lakeside Farms Property Owners Association: All lot owners in Subdivision shall be required to become members of the Lakeside Farms Property Owners Association ("Association"). The Association shall operate in accordance with the Virginia Property Owners Association Act, provided that no dues or assessments or charges of any kind may be levied against or collected from the Declarant or the Declarant's affiliate entities now or in the future. The amount of said charges shall be determined by the Association after considering the needs for maintenance and repairs and future needs and requirements of the Association, provided that for the year 2020, the annual assessment shall be \$600.00 per lot. Annual dues shall be payable by calendar year and shall be due and payable on or before February 1st of each year. Under normal circumstances any increase in the annual charge shall not exceed ten percent (10%) of the charge for the preceding year. Any increase made beyond said limitation may be made only with the approval of a majority of the members of the Association voting on the increase. Pro rata dues shall be collected on sales by the Declarant and the purchaser shall pay one-fourth of the annual amount due for the quarter in which closing occurs plus the remaining quarters of the calendar year, if any.

12.1 The Association is empowered to assess members, other than the Declarant or the Declarant's affiliate entities (whether as an original owner or as a subsequent owner) such sums of money as may be necessary to conduct its business, to impose a lien on any lot within Subdivision owned by a member who is delinquent in payment of any such assessment and to enforce such lien, in accordance with the Virginia Property Owners Association Act, without limiting any other rights which it may have.

12.2 The Association shall be responsible for the repair, maintenance and/or replacement of the Entrance Signs, common areas/facilities, including but not limited to all improvements located thereon. The Association shall have the option to cut grass on lots and shoreline as previously provided in paragraph 7.7.

12.3 The failure to inform or exercise any right, restriction, reservation or condition contained in this declaration, however long continued, shall not be deemed to be a waiver of the rights to do so thereafter, and shall not bar or affect its enforcement. Further, nothing herein is to be construed so as to prevent Declarant from placing further restrictions or easements on any unsold lots.

12.4 The grantee of any lot subject to the coverage of this declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or any subsequent owner of such lot, shall for himself and his successors or assigns,

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twenty-five (25) years from the date this declaration is recorded, after which these covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument is signed by the then owners of two-thirds (2/3) of the lots within Subdivision and recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, changing these covenants in whole or in part, provided, however, no right, privilege or reservation in favor of Declarant may be changed without the written consent of Declarant.

16. Waiver or Modification: Any of the foregoing covenants, conditions and restrictions may be waived, modified or released by written instrument executed by Declarant, or by its duly authorized representative, and by the owner of the lot or lots as to which the covenants, conditions and restrictions are waived, modified or released and by the owners of the lots immediately abutting said lot or lots; but no such waiver, modification or release shall affect any other covenants, conditions or restrictions which may adversely affect the lot or lots.

17. Amendment: At any time during the period of the 25 years from the date this declaration is recorded, the then recorded owners of 2/3 of the lots within Subdivision shall have the power to amend these covenants (except that any right, privilege or reservation in favor of Declarant is excluded) in any way by duly recorded instrument in writing. Provided, however, Declarant for so long as or whenever it is the owner of any lot within Subdivision, further reserves the right to grant by appropriate written instrument, exceptions to the restrictive covenants herein contained when the soils, size, shape or topography of any particular lot indicates the need thereof, and to veto any amendment hereto by said lot owners as set forth hereinabove.

Notwithstanding any other provision contained herein, Declarant further reserves the right to amend, modify, revoke, alter, expand and update the contents of these restrictions and covenants, or to add any real estate to the scope of this Declaration, or amendments thereto, without the permission of any party as long as it owns any Lot.

18. Enforcement: The Association and/or any owner of a lot in Subdivision shall have the right to prosecute any proceedings at law or in equity against any person, firm, or corporation violating or attempting to violate any restrictions herein contained for the purpose of such proceedings or preventing such violation or recovering damages for such violation. The failure of the Association, or an owner of a lot to bring any such proceedings shall not be considered as a waiver of any rights at law or in equity that any such party may have for past or future violation of any restriction herein contained.

19. Action Taken by Agent: Any action taken by the duly authorized agent, representative or assignee of Declarant with respect to the foregoing covenants, conditions and restrictions shall have the same effect as if taken by Declarant.

20. Short Term/Long Term Rentals. Short term/long term rentals of homes in Lakeside Farms are expressly permitted subject to the lot owner complying with local rules and regulations.

EX 1152 P002871

INSTRUMENT 200010239
RECORDED IN THE CLERK'S OFFICE OF
FRANKLIN COUNTY CIRCUIT ON
DECEMBER 10, 2020 AT 03:09 PM
TERESA J. BROWN, CLERK
RECORDED BY: JFL

PLAN DETAILED REPORT SPEC-04-2022-17288 FOR FRANKLIN COUNTY

Plan Type: Special Use	Project:	App Date: 04/04/2022
Work Class: None	District: Union Hall	Exp Date: 04/04/2023
Status: Under Review	Square Feet: 0.00	Completed: NOT COMPLETED
Valuation: \$0.00	Assigned To:	Approval
Description:		Expire Date:

Parcel: 0460908000	Main	Address: 550 Red Barn Ln Wirtz, VA 24184	Main	Zone: A1(A1 - IMPORTED FOR ENERGOV)
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Applicant	Owner
THOMAS C AND MARY J ODDERSTOL 8505 TRADE WIND CT BRISTOW, VA 20136 Mobile: 5712363846	THOMAS C AND MARY J ODDERSTOL 8505 TRADE WIND CT BRISTOW, VA 20136 Mobile: 5712363846

Invoice No.	Fee	Fee Amount	Amount Paid
00051371	Residential/Agricultural - Special Use	\$255.00	\$255.00
Total for Invoice 00051371		\$255.00	\$255.00
Grand Total for Plan		\$255.00	\$255.00