



TANEY COUNTY PLANNING COMMISSION

P. O. Box 383 • Forsyth, Missouri 65653
Phone: 417 546-7225 / 7226 • Fax: 417 546-6861
website: www.taneycounty.org

AGENDA
TANEY COUNTY PLANNING COMMISSION
PUBLIC HEARING
MONDAY, APRIL 10, 2017, 6:00 P.M.
COUNTY COMMISSION HEARING ROOM
TANEY COUNTY COURTHOUSE

Call to Order:

Establishment of Quorum
Explanation of Meeting Procedures
Presentation of Exhibits

Public Hearings:

<i>133 N. Tuscany Dr. Vacation Rental</i>	<i>#16-34</i>
<i>360 Lone Pine Nightly Rental</i>	<i>#17-3</i>
<i>Western Taney County Fire Protection District</i>	<i>#17-7</i>
<i>Reese Nightly Rental</i>	<i>#17-8</i>
<i>Essential Therapeutic Massage</i>	<i>#17-10</i>
<i>Deer Crossing Nightly Rental</i>	<i>#17-11</i>

Old and New Business:

Echo Hollow Estates

Adjournment.



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TANEY COUNTY PLANNING COMMISSION

DIVISION III STAFF REPORT

#16-34

APRIL 10, 2017

133 N. TUSCANY DRIVE VACATION RENTAL

Jonathan George is seeking the Planning Commission approval for a Division III Special-Use Permit allowing for the nightly rental of the existing single-family residence. The residence contains three bedrooms.

Per the Assessor's information the single-family residence was constructed in 2007. The single-family residence is held in condo style ownership at the Villas of Fieldstone at Branson Creek Development.

The current application was approved for Concept March 20, 2017.

The Taney County Development Guidance Code defines nightly rental as "A residential building, structure, or part thereof that may be rented for any period of time less than thirty calendar days, counting portions of days as full days." Therefore, the applicant would have the ability to rent the residence for a period of thirty days or greater.

The exterior appearance of the single-family residence will remain the same. Per the nightly rental provisions of the Development Guidance Code, "The maximum occupancy for a nightly rental shall be two persons per dwelling unit, plus two persons per bedroom. Therefore, the three bedroom home would have a maximum occupancy of eight people.

The property is currently served by an existing drive off N. Tuscany.

Per the nightly rental provisions of the Development Guidance Code, "One off-street parking space shall be provided for each two persons of occupancy in a nightly rental." Therefore a total of four parking spaces will be required. The project received a total score of -1 on the policy checklist, out of a maximum possible score of 29.

If the Taney County Planning Commission approves Division III Permit #2016-0034, the following requirements shall apply, unless revised by the Planning Commission:

1. Compliance with the provisions of the Taney County Development Guidance Code.

2. Compliance letters from the Western Taney County Fire Protection District, the Missouri Department of Revenue and the Environmental Division of the Planning Department; including all other entities which have requirements governing a development of this nature shall be provided to the Planning Department office. (Chapter VI-VII).
3. A valid Missouri Department of Revenue Sales Tax License shall be provided to the Planning Department prior to the issuance of a Certificate of Compliance.
4. No outside storage of equipment or solid waste materials.
5. This decision is subject to all existing easements.
6. The residence located at 133 N. Tuscany Drive shall accommodate (sleep) no more than the Maximum Occupancy "The maximum occupancy for a nightly rental shall be two persons per dwelling unit, plus two persons per bedroom". The total occupancy may be further limited based upon the provisions of the Western Taney County Fire Protection District requirements and regulations.
7. The 133 N. Tuscany Dr. Vacation Rental has been approved as a Special-Use Permit. Therefore the permit is specific to the representative to whom the permit is issued and cannot be transferred without Planning Commission approval. The special-use permit shall not be used to establish commercial compatibility for or with any future land-use change applications.
8. This Decision of Record shall be filed with the Taney County Recorder of Deeds Office within 120 days or the approval shall expire (Chapter II Item 6).

F.

March 29, 2017

Taney County Planning Commission:

We are writing this letter on behalf of our neighbors, Scott and Carmon George. We own the villa connected to theirs in the Fieldstone Villas in Hollister.

In the two years we have lived next to them we have had no problems with their renters. They are quiet and seem to be respectful of the property and the neighborhood in general.

Even though we do not rent our villa, we have no objection to the Georges or any other owners in our area from doing so.

We have nothing but good things to say about the Georges. They have done an excellent job of maintaining their villa, and it is beautiful inside and out.

Please grant them a nightly rental permit.

Loretta and Pete Goebel
135 No Tuscany Drive
Hollister, Missouri 65672

Scott and Carmon George

102 Pod St, Lafayette, LA 70507 | 337-349-6923 | j4299@aol.com

04/01/2017

Taney County Planning and Zoning
Division III Special Use Permit
George Nightly Rental
133 N. Tuscany Dr. Hollister, MO 65672

Dear Taney County Planning and Zoning:

I am applying for the Division III Special Use permit for nightly rentals at my Villa located at 133N. Tuscany Dr, Hollister, MO 65672. I thank you in advance for your consideration of this permit,

My wife and I purchased our Villa in 2007 with the intent of semi retiring one day to the Branson Area, The first I ever heard of the Fieldstone Villas was in 2007 I was staying at the Landing and went down to the Real Estate office in the Landing to inquire about some properties that we could look at that would allow us to stay their part time and have nightly rentals when we're not using the property. The sales consultant walked me directly over to an advertisement board that showcased Branson Creek and Fieldstone Villas which allowed nightly rentals. I took the brochure along with other property information and called to set up a time to go view the Fieldstone Villa's. **(See attached Nightly Rental brochure in your packet attachment A)**

Throughout the Branson area, Branson Creek advertised many billboards including nightly rentals,

Upon looking at several properties around Branson we decided to purchase a Villa at Fieldstone Villas. Once the purchase was complete we received in the mail an offer for Branson Creek to include our Villa in their already established nightly rental program for Branson Creek, Fieldstone Villas and Fieldstone Bluffs. **(please see the attached cover letter from Branson Creek and a copy of the Fieldstone At Branson Creek Rental Program Agreement, Attachment B)**

Also I have included another rental agreement from one of our neighbors for their Villa **(see attachment C.)** There were many Fieldstone Villas that were managed by Branson Creek and openly advertised in many areas around Branson including the flashing sign located at the Ramada Inn, 1610 W. 76 Country Blvd, Branson MO

I have also included a document from Branson Creek titled 'Fieldstone Villas At Branson Creek Rental Pool General Conditions' This document is dated 12/26/2007 faxed from Branson Development with fax number 417-334-8912. This document explains the guidelines for the owners on how the rental program works including the use of the Villa amenities, annual rental income and many other things related to the nightly rental program. **(See attachment D.)**

Upon our purchase of our Villa in 2007, Tim Mahoney was the Division Manager for Branson Development and showed us a document stating that Fieldstone Villas and Fieldstone Bluffs were

approved for nightly rentals. Also our Sales Agent for Branson Creek Bonnie Kuizinas Showed us numerous advertisements of Branson Creek Fieldstone Villas Nightly Rental Programs along with Villa Rental History showing potential revenues.

Tim Mahoney made a request to the Taney County Planning Commission sometime in 2014 to reiterate the approval of nightly rentals, In a letter dated 09/26/2014 Bob Atchley the Taney County Planning Administrator issued a letter of response to Tim Mahoney the Branson Development Division Manger on the official letter head of Taney County that defines in no uncertain terms that Fieldstone Villas, Fieldstone Bluffs and Pinnacles at Branson Creek, **(See attachment E.)**

I understand that Taney County has reviewed the documentation for approvals for nightly rentals as it pertains in the letter attachment E mentioned above and that the opinion is that since it was not listed specifically in the Decision of Record than it was not approved.

All of the information listed above is to show that nightly rentals has existed in Branson from its inception and was advertised and marketed as such. There has been no effort to hide nightly rentals in any way from inception.

It has been stated that the covenants for Fieldstone Villas do not allow nightly rentals, That is absolutely a false statement, Nowhere in the covenants for Fieldstone Villas does it say or suggest that nightly rentals or not allowed, nor does it say specifically that they are allowed, In all of my conversations with the Fieldstone Villas HOA they are perfectly fine with nightly rentals and have been since inception since the fact that this is the same HOA that shared in the management of the nightly rental program for Fieldstone Villa at Branson Creek.

My wife and I rent our Villa out on average approximately 31 nights a year, We market mostly to a demographic of retirees who enjoy playing golf, This allows us to rent to people who are most likely not going to abuse our Villa of furnishings. We do not want to rent our Villa more than the 40 nights a year as to save on wear and tear of our property and furnishings. The majority of our guest stay on average 3.1 nights per stay.

We have a local representative for any 911 issues that may occur for our Villa, his name is Don Campbell and his contact number will be listed with Taney County as well as posted inside and outside of our Villa if our permit is approved, Don is a resident in Hollister, MO

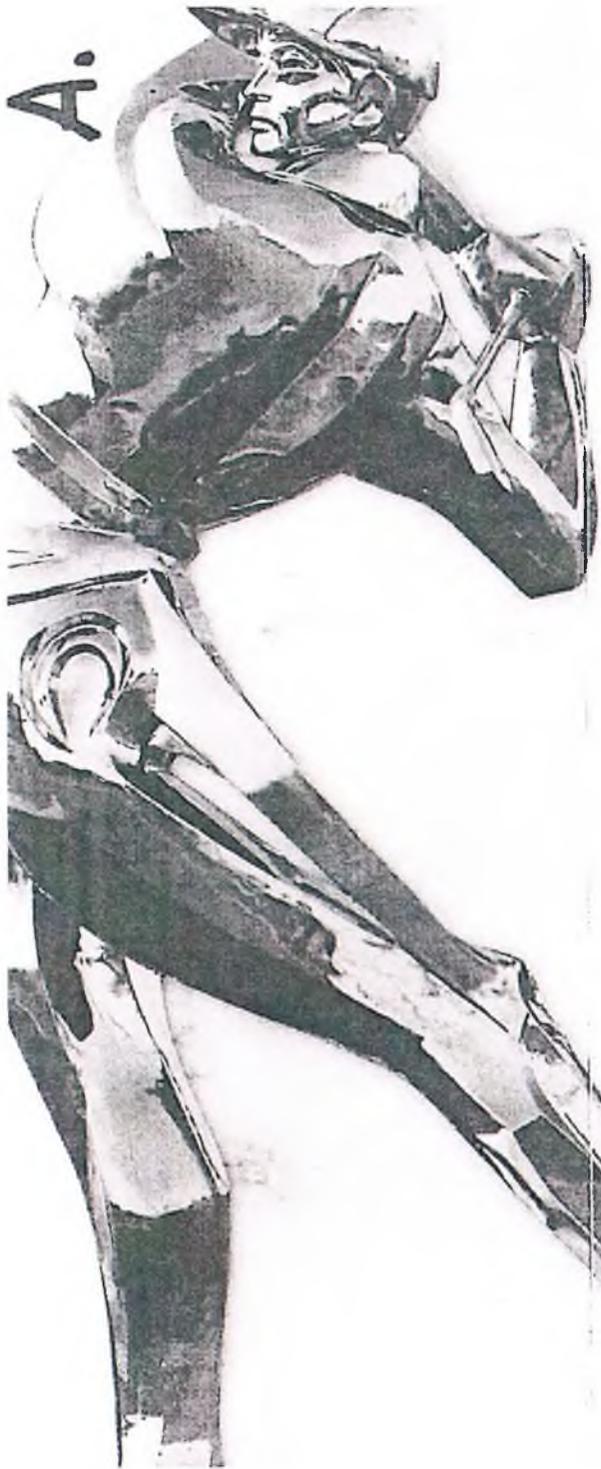
I have also included a letter from our neighbor whose Villa adjoins our Villa and is in full support of us receiving the nightly rental permit, **(See attachment F.) Pete and Loretta Goebels contact email is pete@goehelmaschine.com if you would like to contact them directly.**

I have owned the Villa located at 133 N. Tuscany Dr, Hollister , MO since 2007, In all that time we have had no complaints to the Fieldstone Villa HOA.

We respectfully ask you to approve our application for the Division III Special Use Permit for nightly rentals.

Sincerely,

Scott George

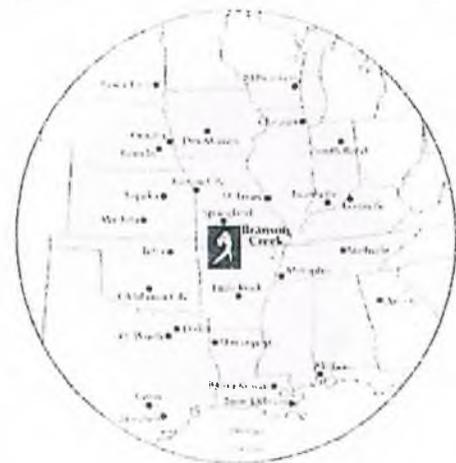


RENTAL RATES

\$270 Per Night (2 Night Minimum)
\$169 Per Night (During Off Season)

Prime Season: March 15 - Dec 15
Off Season: Dec 16 - March 14

*B*ranson Creek is located in Taney County, just south of Branson, Missouri on Hwy 65.



The Communities at
BRANSON  **CREEK**

866-334-7817
www.branson-creek.com
100 Branson Creek Blvd.

NEW

NIGHTLY RENTALS!



FIELDSTONE
Villas

The Communities at
BRANSON  **CREEK**

The Communities at
BRANSON



CREEK



Mr. Scott George
411 Kilbourne Circle
Carencia, LA 70520

Re: Fieldstone Management
Rental Agreement

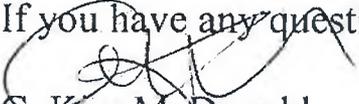
Dear Mr. George,

I have attached our Rental Management Agreement for your approval as well as Budget Breakdown. Please sign agreement and initial Budget A & B and send back to me.

There is a copy for your records as well.

We have pending Reservations and look forward to a very successful year with our Rental Program.

If you have any questions feel free to contact me personally,


G. Kim McDonald
VP Sales & Marketing
Branson Creek Development

**FIELDSTONE AT BRANSON CREEK
RENTAL PROGRAM AGREEMENT
VILLA#_____**

This Rental Program Agreement (hereinafter, the "Agreement") is made this ____ day of _____, 20__ by and between Fieldstone Villa Management, LLC, a Missouri limited liability company (hereinafter, "Agent") and _____ (hereinafter, "Unit Owner"), the owner of Fieldstone Villa # ____ (hereinafter, the "Rental Unit").

WHEREAS, Agent is in the business of managing Fieldstone Villas in the Branson Creek development; and

WHEREAS, Agent has created a rental management program for the benefit of interested Villa owners in which Agent will maintain, manage and rent various Villas entered into such program by their owners upon certain terms and conditions (the "RENTAL PROGRAM"); and

WHEREAS, Unit Owner desires to have his Rental Unit become part of the RENTAL PROGRAM.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Appointment.** Unit Owner hereby appoints and designates Fieldstone Villa Management, LLC as its exclusive agent to maintain, manage and rent Unit Owner's Rental Unit during the term and pursuant to the terms and conditions of this Agreement.
2. **Management Fee.** Out of rental revenue or capital reserves, Unit Owner shall pay Agent 15% of gross revenue derived from the renting of the Rental Unit as provided hereunder, in addition to a one time set up fee of \$100 per Rental Unit (the "Management Fee").
3. **Receipt of Rent.** For purposes of renting the Rental Unit, Unit Owner hereby authorizes and appoints Agent to: (1) execute and deliver on Unit Owner's behalf rental agreements covering the Rental Unit upon such terms and conditions and to such tenants as Agent, in its discretion, may determine; and (2) demand, receive and provide receipts for all rents due and/or paid for the renting of such Rental Unit (regardless of who receives such rent, including Unit Owner); subject however, to all the terms and conditions of this Agreement.

3. Renting the Rental Unit. At such times as Unit Owner is not occupying the Rental Unit, Agent shall make efforts to rent such Rental Unit with a view toward obtaining the greatest total rents from said Rental Units and any other Villa units in the RENTAL PROGRAM, and commensurate with the nature, class and atmosphere of Fieldstone Villas. A proposed seasonal rental rate schedule has been established but is subject to change at the sole discretion of Agent at any time.

In renting Villas through the RENTAL PROGRAM, the Agent shall give equal consideration to all Villas within such program, attempting to spread the occupancy among such available Villas as equally as possible. Each Villa shall be rented as a complete unit. Unit Owner shall not rent the Rental Unit to anyone without the prior written approval of Agent and, whether or not such approval is obtained, Unit Owner shall remit immediately all rents that are received by Unit Owner to Agent, to be held and disbursed in the same manner as rents received directly by Agent under this Agreement. Unit Owner agrees to cooperate with Agent and other owners of Villas in RENTAL PROGRAM in promoting the rental of other Villas in RENTAL PROGRAM.

4. Sale of Unit. Should Unit Owner sell their Rental Unit during the term of this Agreement, the profit for the month (as determined in accordance with Paragraph ___) in which such Rental Unit is sold shall be pro-rated between seller and buyer based on the closing date of the sale. Unit Owner agrees to settle with Agent regarding the cash reserves held by Agent at the closing of sale to buyer. The amount of cash reserves due to Unit Owner shall be an amount to be determined by Agent at the time of sale after ensuring that the RENTAL PROGRAM meets minimum rental standards for FF&E.

Should buyer elect to remain in the RENTAL PROGRAM, the buyer shall sign a Rental Program Agreement with the Agent and immediately pay to Agent an identical amount of cash reserves as determined above. Should the cash reserves become the property of the buyer at the time of closing, a copy of the signed agreement signed by both seller and buyer shall be presented to the Agent. In the absence of any such properly signed agreement or Unit Owner's settling with Agent as provided above, the Agent shall treat any cash reserves as property of the new owner until instructed otherwise by both parties.

5. Segregation of Rent/Reporting to Unit Owner. Income from the Rental Unit received by the Agent shall not be segregated into a separate account. All income and expenses related to the Rental Unit shall nevertheless be properly applied to such Rental Unit with full detailed accounting and reporting for all receipts, expenses and disbursements with accurate reporting to the owner.

6. Owner Occupancy. Unit Owner shall have the right to occupy the Rental Unit upon giving notice to Agent with the intended dates of occupancy at least thirty (30) days in advance of the date of intended occupancy so as to remove the Rental Unit from rental availability. Unit Owner may also occupy the Rental Unit at any time without

notice to Agent within said 30 day notice period if Agent has not reserved to a third party the Rental Unit at the time of said notice for the period the Unit Owner's desires occupancy. Such period of occupancy by Unit Owner shall be done on a daily basis. When Unit Owner shall have notified Agent of intent to occupy the Rental Unit, Unit Owner shall be deemed to have occupied the Rental Unit for the day(s) specified, whether or not Unit Owner actually occupies it.

Agent may rent the Rental Unit for a period more than 30 days in advance only with Unit Owner's prior written approval.

Agent may assess Owner a reasonable cleaning charge of \$75.00 for a two-bedroom unit, after Owner's occupancy to render Owner's unit fit for rental occupancy. This fee is subject to change at the discretion of the Manager/Agent.

This Agreement is in no way intended to be used in limiting, accruing, accounting for or otherwise affecting any relationship with the Unit Owner and the IRS and determining the number of days used for personal use.

7. Cooperation of Unit Owner. Unit Owner shall abide by Agent's rules for check-out procedures and shall respect and comply with all rental obligations contracted by Agent and shall in no manner interfere with the occupancy of a bona fide renter of any Villa in the RENTAL PROGRAM.

8. Expenses. As Agent for all of the owners of Villas in the RENTAL PROGRAM managed by Agent, Agent shall pay, from rental revenue or capital reserves, the costs and expenses of operating the Rental Unit that are of a type that the Unit Owner would not have to pay if their Rental Unit was not part of the RENTAL PROGRAM, including but not limited to the cost of replacing broken or stolen dishes, silverware or damaged or worn furniture which occurs when the Rental Unit is in the RENTAL PROGRAM and that are subject to the list of minimum required equipment, and the cost of all linen service, laundry, soap, stationery, and similar supplies and all wages of maids for cleaning services (collectively, the "Unit Expenses").

Agent shall not pay as Rental Unit expenses, and Unit Owner shall be responsible for and pay promptly when due, all obligations and expenses of the Rental Unit of the type that the Unit Owner would have to pay even if their Rental Unit was not part of the RENTAL PROGRAM including but not limited to expenses and obligations under the Covenants, Conditions and Restrictions for both Fieldstone at Branson Creek and the Branson Creek Master Association, ad-valorem real property taxes, Rental Unit repair and remodeling, insurance, utility charges.

9. Taxes. The expenses payable by Agent for the Unit Owner shall also include all general taxes collected from renters of the Rental Unit and any license taxes levied, assessed against, or payable by, Agent with respect to the RENTAL PROGRAM. Agent shall not be liable for any federal or state income taxes or corporate excise taxes attributable to income earned by, or paid to, Unit Owner, and Unit Owner hereby agrees

to indemnify Agent for and against any and all claims, damages or liabilities (including reasonable attorneys fees and costs) related thereto.

10. Division of Net Income. In accordance with the provision of this paragraph, Unit Owner shall receive Seventy Percent (70%) of the Net Rental Income and Agent shall receive Thirty Percent (30%) of the Net Rental Income for the first 100 room nights rented. After the first 100 room nights rented, and in accordance with the provisions of this paragraph, Owner shall receive 60% of Net Rental Income and Agent shall receive 40% of the Net Rental Income.

Agent shall report to the Unit Owner the Net Rental Income for the preceding month as soon as Agent shall reasonably be able to compute the same, but not later than 30 days, at which time Agent shall also make the distribution to Unit Owner as provided herein. Agent will determine the amount of cash to be distributed to Unit Owner after providing for a reasonable cash reserve equal to approximately Four – Five Percent (4-5%) of the maximum rental revenue possible during the month in which the distribution is made, which amount shall be deducted from Unit Owner's distribution of Net Rental Income and held in reserve on Owner's behalf.

Annually, following each calendar year of the term hereof, the Agent shall promptly prepare and forward to the Unit Owner a statement showing all receipts and disbursements of the RENTAL PROGRAM for Villas in the RENTAL PROGRAM in reasonable detail, such statement to be forwarded to each Unit Owner as soon as the same can reasonably be prepared. Unit Owner shall have the right at any time during ordinary business hours to examine the books of the RENTAL PROGRAM with respect to Agent's management of the Villas in the RENTAL PROGRAM, either personally or by Unit Owner's duly authorized representative, such authorization to be in writing directly to the Agent with a 48 hour advance notice.

For purposes of this Agreement, the "Net Rental Income" shall be derived by subtracting the Unit Expenses and the Management Fee from the actual rental revenue received by Agent for the Rental Unit during the relevant time period.

11. Furniture and Furnishings. In order to operate the Rental Unit effectively in the RENTAL PROGRAM, Unit Owner shall provide and maintain in the Rental Unit furniture and furnishings sufficient in number, type, and quality to furnish the Rental Unit adequately, as determined in Agent's discretion. Agent shall provide Unit Owner with a list of the minimum necessary furniture and furnishings for Unit Owner's Rental Unit, to which Unit Owner shall make such additions as Unit Owner desires. A list of such items will be provided to the Unit Owner and is subject to change or modification in the sole discretion of Manager. By Unit Owner's execution of this Agreement, Unit Owner agrees to meet and maintain the minimum standard of the number, type, and quality of furniture and furnishings established by Agent. Such furniture and furnishings shall be purchased or leased by Unit Owner and shall remain separate property of Unit Owner or that of Unit Owner's Lessor.

12. Past Due Obligations of Unit Owner. Any moneys due to Unit Owner under this Agreement may be used, at the Agent's discretion, to satisfy any obligation of the Unit Owner, provided that such obligation of said Unit Owner is at least thirty (30) days in default. In the case of the sale of the Rental Unit, the obligation of the Unit Owner may be paid immediately, unless the obligations are paid through the final closing of the sale of the Rental Unit.

13. Powers of Agent. Agent shall have any and all authority and power necessary to reasonably carry out its responsibilities and obligations as provided for in this Agreement. In addition, Agent shall have to power to adopt, publish, enforce and modify any and all conditions, rules and regulations relating to the renting of Villa units in the RENTAL PROGRAM, including the Rental Unit.

14. Limitation of Liability. The duties of Agent shall be as expressed herein only and Agent shall not be considered a fiduciary of the Unit Owner. Agent shall not be liable to Unit Owner except in the event of gross negligence, willful misconduct or bad faith. In no case shall Agent shall be liable for any special, consequential, or punitive damages, and Unit Owner hereby waives any claim for the same. This Agreement shall not be interpreted to require Agent to pay expenses relating to the Rental Unit except as it regards the Unit Expenses and Management Fee.

15. Term and Termination. The initial term of this Agreement shall begin upon the date this Agreement is executed and shall terminate upon the one-year anniversary of such date of execution. At the end of the initial term this Agreement shall automatically renew for successive one year terms; provided, however, that Agent or Unit Owner may terminate this Agreement upon thirty (30) days written notice to the other party.

16. Further Action. The parties shall with reasonable promptness undertake such actions and execute such documents in accordance with this Agreement, and applicable law, as shall be reasonably necessary and appropriate to consummate the transactions contemplated herein.

17. Entire Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and, except to the extent specifically provided herein supersedes all prior agreements and understandings of the parties in connection therewith.

18. Amendment. The provisions of this Agreement may not be changed, modified, or amended except in writing duly executed by each party hereto.

19. Binding. This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns.

20. Severability. In the event that any one or more provisions of this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect,

by any court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the parties shall use their best efforts to substitute a valid, legal and enforceable provision which, insofar as practical, implements the purposes and intents of this Agreement.

21. Governing Law/Venue. This Agreement shall be governed by and construed and interpreted under the laws of the State of Missouri, without regard to conflict-of-law principles. In the event of litigation relating to or arising out of this Agreement, the parties agree that the exclusive venue shall be the Circuit Court of Taney County, Missouri.

22. Counterparts. This Agreement may be executed in two or more identical counterparts, each of which, when executed, shall constitute an original. This Agreement may be executed and delivered by facsimile.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

Unit Owner: _____

Unit Number(s) _____

By: _____ Date: _____

Unit Owner's Address: _____

Fieldstone Villa Management, LLC

By: _____ Date: _____

100 Branson Creek Boulevard
Hollister, MO 65672

Estimated Budget

Exhibit A

Fieldstone - Nightly Rental Program

Description		Amount	
Revenue			
Nightly (minimum stay of 2 nights)		\$540.00	
Total Revenue		\$540.00	
Expenses			
Management Fee- Property Mgmt Co	15%	\$81.00	
Front Desk Staff			
2 hr @ \$15.00/hr plus 25%	\$15.00	\$38.00	
Housekeeping Staff - Full Clean			
3 hrs @ \$10.00/hr plus 25%	\$10.00	\$38.00	
Housekeeping Supervisor			
.5 hrs @ \$15.00/hr plus 25%	\$15.00	\$9.00	
Cleaning Supplies		\$3.00	
Linen Clean Fee		\$16.00	
Shrinkage		\$4.00	
Guest Amenities		\$2.00	
Insurance		\$6.00	
Capital Replacement Reserve (Owner Unit Account)	4%	\$21.60	
Total Expenses		\$218.60	
Net Income		\$321.40	
Contract Split			
Owner	70%	\$224.98	42%
Fieldstone	30%	\$96.42	18%
		\$321.40	

Owner(s) Initials



FIELDSTONE VILLAS AT BRANSON CREEK RENTAL POOL GENERAL CONDITIONS

What could be more perfect than owning a spacious vacation home at a great golf resort and receiving rental income whenever you aren't using it?

"Rental Pools" have become the investment of choice at resorts as well as other vacation spots across the country.

Rental Pools are set up so that a Villa owner may make their home available for nightly rental. The property manager (Fieldstone Villa Rentals/Bart & Brown) handles all the details.

In order to place a Villa in the rental pool, a management and rental agreement is signed between the home owner and the management company. This agreement provides a number of things:

- 1) A portion of the revenue received from the nightly rental flows through to the Villa owner after deduction of expenses to manage the program.
- 2) The management company retains the remaining portion of the rental revenue after deduction of expenses.
- 3) A usage agreement stipulates how often and advance notice requirements for the owners use of the Villa.
- 4) The furnishing packages (including replacements) need to conform to certain standards. Two "special furnishing packages" have been negotiated with a supplier for all rental pool Villas to ensure consistency and to conform to certain standards.

FREQUENTLY ASKED QUESTIONS

- 1) How many times can I use my suite each year?

Owners may use their Villas on an unlimited basis with proper notice. You of course are free to choose when you want to use your home, whether it is Spring, Summer, Fall, or Winter it is totally up to you.

- 2) How long in advance do I have to book to use my suite?

Once you are committed to the rental pool, guaranteed bookings should be at least 30 days in advance. This will guarantee you the use of your unit on the date booked or alternatively on a 24 hour notice based on availability if it is not booked. You may use your unit at short notice subject to availability. The booking procedures and rules governing cancellations are fully described in the Management and Rental Pool Agreement.

3) Can close friends use my suite as part of my annual use?

Yes, provided you, as owner, book the Villa as part of your annual use and no rental charge is collected for its use.

4) Can I rent my unit myself, that is, book it as my time and rent it directly to someone else?

No, this is prohibited under the Management and Rental Pool Agreement.

5) Are there any charges when using my own Villa?

There are no charges when using your Villa other than the normal association fees or dues you pay as provided in the CC&R's as an owner. Owners will be required to pay for services for housekeeping or cleaning services after their departure if it is necessary prior to the Villa's rental again.

6) How long am I locked into a rental agreement for?

You may cancel your rental pool agreement on thirty days notice to the Manager.

7) How do I sell my Villa if I ever choose to?

You may sell your Villa at any time. There is a requirement to notify the managers of your intention to sell or to have the new purchaser execute the Management and Rental Pool Agreement as part of the sale.

8) When do I receive my rental income distributions?

The manager will provide monthly statements and annual statements. Net income less operating and capital replacement reserves will be disbursed monthly

9) Will my mortgage payment be covered by the income?

There is no assurance of any rental income and making your Villa available for rental has no guarantee whatsoever of any source of income. Owners should always plan their purchase based on their ability to make the mortgage payment as a home owner.

10) Do I pay the Mortgage Company myself or does the manager look after that and send me the net proceeds?

Each owner will make his/her own arrangements with his/her lender in this regard.

11) Will I get a yearly statement for tax purposes with all deductions and income worked out for me?

Yes, the appropriate statement will be sent to you each year.

12) Is there a capital replacement program in place to update and maintain furnishings, fixtures and equipment?

Yes. The capital replacement program is described in the Management and Rental Pool Agreement. A percentage of the Villa's revenue is banked each year

as a reserve to cover the cost of replacing furnishings, fixtures and equipment in the Villa. All proceeds held for a reserve are the property of the owner although participation in the pool requires maintaining acceptable standards for FF&E as determined by the Manager.

13) I am an out-of-town owner. How do I know if management is doing its job and the Villa is well looked after?

The owner will receive monthly statements and annual statements with respect to the operation of the rental pool.

14 Will there be regular meetings for owners and how often?

There will be an annual general meeting of the owners as described in the CC&R's and the association bylaws.

15) What are the tax benefits of the investment?

The tax benefits of this investment would be similar to the tax benefits of owning any rental property regarding Capital Cost Allowance, deductibility of mortgage interest, accounting costs, etc. However, as each person's situation is different, we strongly recommend that you consult with your own personal tax advisors.

16) Is smoking permitted in the Villa?

No, unless specifically authorized by the owner.

17) Can I leave some of my personal belongings in the Villa.

Each owner may designate a locked storage area for personal effects.

18) Is there a cost to be in the rental program.

Yes, there is an initial set up fee to enroll in the rental program and a fee to install a keyless pad entry system so that key cards can be changed after each rental.

RESERVATIONS, POLICIES, AND PROCEDURES

The Fieldstone Villa reservations policies and procedures (the "Policies") have been designed to ensure that all owners in the rental pool have equal access to their Villa (the "Villa(s)") and that owner occupation and rental are allocated in a fair and equitable manner.

The rental program at Fieldstone Villas provides the Owner with the following options and benefits:

- (1) Owner occupation of the Villa during "Planned Vacations"
- (2) Random allocations of nightly rentals among the various units participating in the nightly rental program.

DEFINITIONS

Certain terms and phrases have been defined below to clarify their intended meaning and usage. Throughout the following Policies, these terms and phrases can be identified because they begin with capital letters.

ACCOMPANIED GUEST – Any guest who lodges with an Owner in the Owner's reserved Villa.

GROSS RENTAL PROCEEDS – the total monthly receipts from the Rental of the Owner's Villa

MANAGEMENT – shall mean the Fieldstone Villa management company or such party as it may designate.

MANAGEMENT FEES – A management fee payable to Fieldstone Villa Management or its designee in the amount of 20% of the Gross Rental Proceeds for the administration and management of the Rental Pool.

MANAGER – The individual hired by the Management to manage the overall operations.

MAINTENANCE PERIODS – Periods that allow for performance of maintenance projects that are otherwise disruptive to Owners such as deep cleaning.

MONTHLY INCOME – Rental Proceeds after deduction for Management Fees and other related expenses as set forth in Rental Pool Agreement.

OWNERS – The Owners are the fee simple deeded owners of The Villa and/or the persons designated in writing by the Owner to have Ownership privileges.

PLANNED VACATION WEEKS – The pre-reserved days when an Owner occupies the Villa or can send Unaccompanied Guests to occupy the Villa at no additional charge, except for the published housekeeping fees,

PLANNED VACATION CALENDAR – Calendar designating Planned Vacation weeks for each owner.

RENTAL POOL AGREEMENT – the Agreement that shall govern the terms of use for participating in the nightly rental program by an owner.

RESERVATION OFFICE – The location, either onsite or elsewhere, where reservations are confirmed for Owners Planned Vacation and nightly rentals.

SLEEPING CAPACITY – The maximum number of persons permitted to lodge in a Villa. The Sleeping Capacity of a Villa is the number of bedrooms times two plus the number of sleeper sofas within that Villa times two.

UNACCOMPANIED GUEST – Any guest who lodges at the Villa without an Owner during an Owners Planned Vacation Period.

VILLA AMENITIES -- the Villa shall be accompanied by use of the following amenities:

Golf discounts at Murder Rock Golf Course;

Discounted boat rentals at Branson Creek Marina

Health Club Privileges at Murder Rock Clubhouse including fitness, swimming & Tennis;

YEAR -- The Year runs from January 1st through December 31st each year.

RESERVATION PROCEDURES

Owner Occupation During Planned Vacation Weeks

Maintenance Periods - One week each year will be set aside in priority for maintenance and deep cleaning with any surplus time not devoted for this purpose continuing in the rental pool for the benefit of Owner.

Reserving Planned Vacation Weeks - Every Owner will be e-mailed an Annual Reservation Request Form on September 15th. A second notice will be mailed on November 1st. By December 1st, if an owner does not respond, Management will deem the owner to have deposited their Planned Vacation Weeks in the Rental Pool so that they may be made available for rental. At a later date, Owners may request to occupy any of their Planned Vacation Weeks that have not been rented.

Management works individually with each Owner to maximize the flexibility throughout the year, no matter which Planned Vacation Week an Owner is allocated.

Procedure for occupancy by an Unaccompanied Guest - An Owner requesting lodging for Unaccompanied Guest must specify the Unaccompanied Guests name, address and telephone number in writing at least 7 days prior to arrival. Unaccompanied Guests are required to pay all housekeeping fees and incidental charges upon checkout unless the sponsoring Owner has arranged payment in advance. The sponsoring Owner is responsible for any charges incurred by their Unaccompanied Guests and is responsible for any damages to facilities caused by their Unaccompanied Guests. The number of persons lodged with an Unaccompanied Guest in a Villa cannot exceed the Sleeping Capacity of that Villa. Unaccompanied Guests have access to all Community facilities and Amenities.

Procedure for occupancy by an Accompanied Guest - No lodging fees are charged for Accompanied Guests.

The Program at Fieldstone Villas enables Owners to take advantage of the demand for rentals by participating in the Rental Pool. Planned Vacation Weeks

that would otherwise be unused may be released for rental generating a welcomed return that may be used to offset maintenance fees and other related expenses. Any surplus/deficiencies will be reconciled and distributed to Owners.

Determination of Net Annual Rental Income

Each Owner shall be entitled to receive within 30 days from the end of each month, an accounting and distribution of the Net Rental Income. The Net Income shall comprise the aggregate of the Monthly Income for The Villa less expenses

USAGE OF VILLA AMENITIES

Villa Ownership at Fieldstone Villas includes exclusive services and membership in the Murder Rock Golf & Country Club ("Club Facilities"). World-class amenities at Fieldstone also include:

- Bar and Grille
- Swimming Pool
- Tennis Court
- Full Service Marina
- Hiking Trails

E.



TANEY COUNTY PLANNING COMMISSION

P. O. Box 383 • Forsyth, Missouri 65653
Phone: 417 546-7225 / 7226 • Fax: 417 546-6861
website: www.taneycounty.org

September 26, 2014

Tim Mahoney
Division Manager
Branson Development
100 Branson Creek Blvd.
Hollister, MO 65672

Also sent via e-mail to timmahone@gmail.com

Re: Nightly Rental is authorized within the Pinnacle at Branson Creek, the Villas of Fieldstone at Branson Creek and Fieldstone Bluffs at Branson Creek

Dear Mr. Mahoney:

As you know, the Branson Creek Development was initially approved by the Taney County Planning Commission via Division III (Land-Use) Permit # 1995-0015. This approval authorized the conceptual development of a total of 3,365.9 acres of land. Since this initial approval, each phase of the development has been issued an additional Division III Permit via the Planning Commission.

Per your request, I have researched these Division III Permit Decisions of Record and accompanying documentation. It appears that a series of Division III Permits were issued via the Planning Commission which authorize "Nightly Rental" as defined within the Taney County Development Guidance Code within the Pinnacle at Branson Creek (Phase I, II & III), the Villas of Fieldstone at Branson Creek, and Fieldstone Bluffs at Branson Creek (Phase I & II).

The Development Guidance Code defines Nightly Rental as, "A residential building, structure or part thereof that may be rented for any period of time less than thirty (30) calendar days, counting portions of days as full days. The term -- Nightly Rental shall not include hotel, motel or bed and breakfast establishments."

Please note that all future Nightly Rental within the Branson Creek Development, outside of the aforementioned authorized subdivisions, will first require the Planning Commission approval of a new Division III Permit specifically authorizing Nightly Rental.

Please feel free to contact me with questions or concerns. Thank you for your time, patience and assistance.

Sincerely,

Bob Atchley
Taney County Planning Administrator



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TANEY COUNTY PLANNING COMMISSION

DIVISION III STAFF REPORT

#17-3

360 LONE PINE NIGHTLY RENTAL

APRIL 10, 2017

Leta Young is requesting approval for a Division III Special-Use Permit in order to utilize an existing three bedroom single-family residence for nightly rental. The single-family residence is currently listed per the Assessor's information via beacon as being approximately 2,151 sq. ft. in size. The home is currently listed on the multiple listing service as being a three bedroom. In 2002 Septic Permit #02-189 was issued for the septic system sized to accommodate the three bedroom residence. The septic permit was for a 1000 gallon tank with 200 lineal feet of SB-2 10" pipe for the lateral field. The current application was approved for Concept on March 20, 2017. The Taney County Planning staff found no evidence of past or present failure of the on-site waste water system.

The Taney County Development Guidance Code defines nightly rental as "A residential building, structure, or part thereof that may be rented for any period of time less than thirty days, counting portions of days as full days." Currently, the applicant would have the ability to rent the residence for a period of thirty days or greater.

The exterior appearance of the single-family home will remain the same. Per the nightly rental provisions of the Development Guidance Code, "The maximum occupancy for a nightly rental shall be two persons per dwelling unit, plus two persons per bedroom." Therefore, currently the three bedroom home would have a maximum occupancy of eight people.

The property is currently served by a public water supply company. The property is currently served by an existing drive off of Lone Pine Road. Per the nightly rental provisions of the Development Guidance Code, "One off-street parking space shall be provided for each two persons of occupancy in a nightly rental." Therefore a total of four parking space will be required. The residence is currently served by a two level drive through driveway and a parking space to the south side of the drives exceeding the minimum requirements of the Development Guidance Code.

The adjoining property to the north, west and east is single-family residential. The adjoining property immediately to the south is a vacant lot. The project received a total score of -7 on the policy checklist, out of a maximum possible score of 29. The relative

policies receiving a negative score consist of right-of-way on existing roads, emergency water supply and pedestrian circulation.

If the Taney County Planning Commission approves this request, the following requirements shall apply, unless revised by the Planning Commission.

1. Compliance with the provisions of the Taney County Development Guidance Code.
2. Compliance letters from the Western Taney County Fire Protection District; including all other entities which have requirements governing a development of this nature shall be provided to the Planning Department Office (Chapter VI–VII).
3. A valid Missouri Department of Revenue Sales Tax License shall be provided to the Planning Department prior to the issuance of a Certificate of Compliance.
4. No outside storage of equipment or solid waste materials.
5. This decision is subject to all existing easements.
6. This residence shall accommodate (sleep) no more than eight persons per night.
7. The 360 Lone Pine Nightly Rental has been approved as a special use permit. Therefore the permit is specific to the representative to whom the permit is issued and cannot be transferred without Planning Commission approval. The special-use permit shall not be used to establish commercial compatibility for or with any future land-use change applications.
8. The current contact information for the property shall be posted on the property and on file in the Taney County Planning Office.
9. This Decision of Record shall be filed with the Taney County Recorder's Office within 120 days or the approval shall expire (Chapter Ii Item 6).

Scott Starrett

From: Margaret Baetz [mugslee1@gmail.com]
Sent: Tuesday, April 04, 2017 12:35 PM
To: Scott Starrett
Subject: Public Hearing notice, 360 Lone Pine, Branson

102 Black Oak Dr.
Branson, Mo, 65616
April 4, 2017

Taney Co. Planning Comm.
P.O Box 383
Forsyth, Mo. 65653

Dear Sirs:

The Public hearing notice set for April 10, is a time not convenient for me to attend; however, very important to me.

Please consider my strong objection to the request to operate a nightly rental at 360 Lone Pine Road, Branson, Taney Co.

Skyline Sub-division has restrictive covenants and conditions for a reason. Restrictive covenant #6 states that all buildings placed on said lots shall be used for residential purposes only. These restrictions were written to present a more standard appearance as well as when enforced, to protect property values.

Our neighborhood is experiencing some drug concerns, stolen mail, a house raising chickens with bales of hay for fencing, and yards that are deteriorating. We don't want renters in our area coming and going without the responsibility of maintaining their property.

A realtor told me recently that home buyers aren't interested in buying in the development. They just drive by and when they see a few of the homes, they won't stop and check it out because of these conditions.

Please don't allow nightly rentals

We bought our lots and built our home in 1999, and the planning & zoning at that time made us meet all kinds of requirements. Since that time, the log house east of us was given a permit to build. They built over on our property line. When they went to sell it, this was discovered, so they chiseled out the concrete on our property, leaving the rest of the driveway. I called your commission to complain and was told that they had the right to place their driveway on our property line.

It seems for those of us, who are property owners, and who take pride in our homes, to be a constant battle with those who don't. Please help us!

Sincerely,

Margaret J. Baetz



TANEY COUNTY PLANNING COMMISSION

P. O. Box 383 • Forsyth, Missouri 65653

Phone: 417 546-7225 / 7226 • Fax: 417 546-6861

website: www.taneycounty.org

**TANEY COUNTY PLANNING COMMISSION
DIVISION III STAFF REPORT
APRIL 10, 2017
WESTERN TANEY COUNTY FIRE PROTECTION DISTRICT
#17-7**

The Western Taney County Fire Protection District purchased the 5.9 acre parcel at 300 Windmill Road from the Missouri Department of Conservation in January 2015 with future plans of adding a duplex for two families, living quarters for three fire fighters and a fire station in the center part of the building. The parcel was part of a small acreage conservation area that served as a parking area. The parcel to the east is currently still part of the Missouri Conservation Department Conservation Area. The parcels to the north, south and west are currently vacant.

The project received a score of 8 on the policy checklist out of a maximum possible score of 29.

The applicants have indicated that the on-site, attached living quarters, with full-time, on-site firefighters would be a factor enabling the insurance rating to be lowered for the Fire District, potentially lowering the cost of home owner's insurance for individual property owners residing within the jurisdiction of the Western Taney County Fire Protection District. The Insurance Services Office provides a Public Protection Classification Fire District rating for more than 45,000 fire districts nationwide. According to the ISO website, "Through the Public Protection Classification Program, ISO evaluates municipal fire-protection efforts in communities throughout the United States. A community's investment in fire mitigation is a proven and reliable predictor of future fire losses, so insurance companies use PPC information to help establish fair premiums for insurance – generally offering lower premiums in communities with better protection."

An on-site wastewater (septic) permit will be required for the wastewater treatment system via the on-site wastewater permitting division of the Planning Department. A soils evaluation has been done with a .4 application rate to 44" which will allow for 18' deep trenches on the contour to be placed with the appropriate tank size for the design flow applied to the building.

If the Taney County Planning Commission approves this request, the following requirements shall apply, unless revised by the Planning Commission:

1. Compliance with the provisions of the Taney County Development Guidance Code.
2. An on-site wastewater (septic) permit shall be required for the wastewater treatment system via the on-site wastewater permitted division of the Planning Department.
3. No outside storage of equipment or solid waste materials.
4. This decision is subject to all existing easements.
5. Division II Permits will be required for all applicable structures in the development (Chapter 3 Sec. 1 Item B).
6. This Decision of Record shall be filed with the Taney County Recorder of Deeds Office within 120 days or the approval shall expire (Chapter II Item 6).



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TANEY COUNTY PLANNING COMMISSION

DIVISION III STAFF REPORT

APRIL 10, 2017

REECE NIGHTLY RENTAL

#17-8

Michael Reece is seeking approval to operate a nightly rental business on property located at the Corner of Majestic and Lenhart Roads. The current application was approved for concept March 20, 2017. Per the Assessor's information the lot is located in the Estates at Majestic Pointe. The applicant is planning to build a 5 bedroom single family home. The property is served by Taney County Water District #3. The subdivision is connected to the Branson Central Sewer with a lift station to the north east of the subdivision.

The Taney County Development Guidance Code defines nightly as "A residential building, structure, or part thereof that may be rented for any period of time less than thirty calendar days, counting portions of days as full days." Therefore, the applicant would have the ability to rent the residence for a period of thirty days or greater.

The exterior appearance of the single family residence will remain the same. Per the nightly rental provisions of the Development Guidance Code, "The maximum occupancy for a nightly rental shall be two persons per dwelling unit, plus two persons per bedroom." Therefore, the five bedroom home would have a maximum occupancy of twelve people.

Per the nightly rental provisions of the Development Guidance Code, "One off-street parking space shall be provided for each two persons of occupancy in a nightly rental." Therefore a total of six parking spaces will be required. The project received a total score of 4 on the policy checklist, out of a maximum possible score of 29.

If the Taney County Planning Commission approves Division III Permit #17-5, the following requirements shall apply, unless revised by the Planning Commission:

1. Compliance with the provisions of the Taney County Development Guidance Code.
2. Compliance letters from the Western Taney County Fire Protection District, the Missouri Department of Revenue and the Environmental Division of the Planning Department; including all other entities which have requirements governing a

development of this nature shall be provided to the Planning Department Office. (Chapter VI-VII).

3. A valid Missouri Department of Revenue Sales Tax License shall be provided to the Planning Department prior to the issuance of a Certificate of Compliance.
4. No outside storage of equipment of solid waste materials.
5. This decision is subject to all existing easements.
6. The residence to be located at Majestic & Lenhart shall accommodate (sleep) no more than 12 persons. The total occupancy may be further limited based upon the provisions of the Western Taney County Fire Protection District requirements and regulations.
7. The Reece Nightly Rental has been approved as a Special-Use Permit. Therefore the permit is specific to the representative to whom the permit is issued and cannot be transferred without Planning Commission approval. The Special-Use Permit shall not be used to establish commercial compatibility for or with any future land-use change applications.
8. A Division II Permit will be required before construction begins.
9. This Decision of Record shall be filed with the Taney County Recorder of Deeds Office within 120 days or the approval shall expire (Chapter II Item 6).



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TANEY COUNTY PLANNING COMMISSION DIVISION III STAFF REPORT APRIL 10, 2017 ESSENTIAL THERAPEUTIC MASSAGE #17-10

Steven Judd is requesting approval of a Division III Special-Use Permit in order to utilize an existing garage office space for therapeutic body work. The garage is currently listed per the Assessor's information via Beacon as being approximately 1,200 sq. ft. in size. In 2002 septic permit #05-218 was issued for the septic system sized to accommodate the four bedroom residence. The septic permit was for a 1,250 gallon Norweco ATU (anaerobic treatment unit) tank with 300 lineal feet of SB-2 pipe for the lateral field. The current application was approved for concept on March 20, 2017.

The Taney County Development Guidance Code defines Home Occupation as "Any professional, craft, or commercial activity conducted as a customary, incidental, and accessory use in the resident's dwelling or accessory building to the residence for gain by the resident."

Linda Judd will be the only therapist. There will be only one client in the therapy room at a time. There will never be more than two clients and two cars at any one time. Hours will be by appointment only from 10 a.m. to 7 p.m. Monday through Friday and 10 a.m. to 5 p.m. Saturday.

There will be three rooms in the office: a waiting room, a therapy room and a bathroom with a shower. Access will be from Beeler Road. Water is served by a private well. On-site waste water is served by the permitted waste water system. The office entrance is on ground level requiring no steps or ramps. By law the office is inspected yearly by the State of Missouri. There are no pharmaceutical drugs involved or on the premises.

The adjoining property to the north and south is vacant property. The adjoining property immediately to the west and east is currently single family residence. The closest residence is approximately 400' to the east.

The project received a total score of 3 on the Policy Checklist, out of a maximum possible score of 29.

If the Taney County Planning Commission approves this request, the following requirements shall apply, unless revised by the Planning Commission:

1. Compliance with the provisions of the Taney County Development Guidance Code.
2. Compliance letters from the Western Taney County Fire Protection District; including all other entities which have requirements governing a development of this nature shall be provided to the Planning Department Office. (Chapter VI - VII).
3. Home occupations shall involve no more than one employee outside the resident family.
4. No outside storage of materials used in the home occupation.
5. This decision is subject to all existing easements.
6. No home occupation shall display a sign larger than 48" x 24" (4' x 2'), unlighted nameplate.
7. The total area used for the home occupation shall not exceed one-third (1/3) the floor area of the living area of the dwelling (excluding garage and storage areas) whether the home occupation is in the principal dwelling or an accessory building.
8. This Decision of Record shall be filed with the Taney County Recorder's Office within 120 days or the approval shall expire (Chapter II Item 6).



TANEY COUNTY PLANNING COMMISSION

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TANEY COUNTY PLANNING COMMISSION
DIVISION III STAFF REPORT
APRIL 10, 2017
DEER CROSSING NIGHTLY RENTAL
#17-11

The representative Valerie Budd is seeking the Planning Commission approval of a Division III Special-Use Permit allowing for the nightly rental of the planned 6 cabins to be built, four 1 or 2 bedroom cabins and two 5 bedroom cabins. Her goal is to keep as many trees as possible.

She has been managing nightly rentals since 2005 in Blue Eye and Ridgedale. She provides incredible customer service. The head of housekeeping is on the property numerous hours every day. She comes back during storms and invites guests to storm shelters if needed. The maintenance manager lives 2.5 miles away. Full time employment is provided for four employees. Sales tax is paid on all rentals.

The current application was approved for concept March 20, 2017.

Per the Assessor's information the property is approximately 2.5 acres in size. The area included in the application includes 16 lots in the South Addition to Ozarks Paradise Village Subdivision Block 62. The property will be served by a well on the property. Taney County Planning Staff is currently working with a licensed installer for the permits required for the onsite waste water systems that will be sized according to the number of maximum persons allowed for the building or buildings on such septic system. The onsite waste water permit will be required to be in place before any Division II building permit is issued.

The Taney County Development Guidance Code defines nightly rental as "A residential building, structure, or part thereof that may be rented for any period of time less than thirty calendar days, counting portions of days as full days." Therefore, the applicant would have the ability to rent the residence for a period of thirty days or greater.

Per the nightly rental provisions of the Development Guidance Code, "The maximum occupancy for a nightly rental shall be two persons per dwelling unit, plus two persons per bedroom."

The property is currently served by an existing drive off Jones Road. Per the nightly rental provisions of the Development Guidance Code. "One off-street parking space shall be provided for each two persons of occupancy in a nightly rental. The project

received a total score of 6 on the policy checklist, out of a maximum possible score of 29.

If the Taney County Planning Commission approves Division III Permit #17-11, the following requirements shall apply, unless revised by the Planning Commission:

1. Compliance with the provisions of the Taney County Development Guidance Code.
2. Compliance letters from the Western Taney County Fire Protection District, the Missouri Department of Revenue and the Environmental Division of the Planning Department; including all other entities which have requirements governing a development of this nature shall be provided to the Planning Department Office (Chapter VI-VII).
3. A valid Missouri Department of Revenue Sales Tax License shall be provided to the Planning Department prior to the issuance of a Certificate of Compliance.
4. No outside storage of equipment or solid waste materials.
5. This decision is subject to all existing easements.
6. The residence located on Jones Road shall accommodate (sleep) no more than the Maximum Occupancy. "The maximum occupancy for a nightly rental shall be two persons per dwelling unit, plus two persons per bedroom". The total occupancy may be further limited based upon the provisions of the Western Taney County Fire Protection District requirements and regulations.
7. The Deer Crossing Nightly Rental has been approved as a Special-Use Permit. Therefore the permit is specific to the representative to whom the permit is issued and cannot be transferred without Planning Commission approval. The Special-Use Permit shall not be used to establish commercial compatibility for or with any future land-use change applications.
8. A Division II Permit will be required for each cabin before construction begins.
9. This Decision of Record shall be filed with the Taney County Recorder of Deeds Office within 120 days or the approval shall expire (Chapter II item 6).

To Whom It May Concern,

I have had the pleasure of knowing Valerie Budd for the past 5 years. During the years of our acquaintance, I have known Valerie in many capacities. Valerie has been a friend, neighbor, and a valued business partner. She has the leadership and strong entrepreneur qualities which has led to the growth in her business endeavors.

Valerie is creative, efficient and extremely competent. Valerie also has an excellent rapport with people of all ages and backgrounds. With her initiative, she is responsible for writing and editing articles, advertising, marketing and development of the website content.

Valerie is an intelligent, capable, dedicated and personable woman. She is always quick on her feet, with sensible reactions in all the circumstances I've seen her in. I feel confident in saying that she can handle any situation with thoughtfulness and maturity. I feel she is an asset to any community that she is partnered with.

Please don't hesitate to contract me a HarryElaineB@yahoo.com with any further questions you may have.

Sincere Regards

Harry W. Brannen, Sr
March 29, 2017



TROPHY BUCK LODGE

TO ALL WHO ENTER

April 4, 2017

To: Taney County P&Z Board

I am writing this in support of Valerie Budd/Turkey Crossing LLC of receiving the Division 3 Permit to allow nightly rentals. We have lived in this neighborhood a very long time. We appreciate the quality and condition of the existing nightly rental properties that are owned/managed by Valerie Budd. The properties are well taken care of, groomed, and bring increased value to our neighborhood. We look forward to having additional nightly rentals managed by this same team.

Paul Seiler
483 Seiler Rd
Ridgedale MO 65739





ValleyStream Development LLC

P.O. Box 6400

Branson, MO 65615

417 336 5812

Taney Co. Planning & Zoning

Taney Co. Commission

Scott Starrett

March 14th, 2017

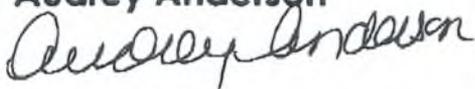
I respectfully request a renewal Extension on my Division 3 Permit for Echo Hollow Estates Subdivision A 24 Lot Preliminary Plat.

Permit # 2015-001

Also, Taney County Division 3 Permit, Decision of Record Permit # 2015-001 Nightly Rental Extension.

Sincerely,

Audrey Anderson





**TANEY COUNTY
PLANNING COMMISSION**

**DIVISION III PERMIT & MAJOR SUBDIVISION
STAFF REPORT**

HEARING DATE: February 9, 2015

CASE NUMBER: 2015-0001

PROJECT: Echo Hollow Estates

APPLICANT: Valleystream Development, LLC

REPRESENTATIVE: Tim Freund

LOCATION: The subject property is located south of State Highway 165 and immediately west of Cedar Glade Road, Hollister, MO; Oliver Township; Section 24, Township 22, Range 22.

REQUEST: The applicant, Valleystream Development, LLC is seeking the approval of a Major Subdivision plat for Echo Hollow Estates, a twenty-four (24) lot subdivision; while also requesting the approval of a Division III Permit authorizing a nightly rental land-use for any of the twenty-four (24) lots in question.

BACKGROUND and SITE HISTORY:

On September 11, 1992 the Planning Commission approved Division III Permit 1992-0126A, authorizing the development of an RV Park and a commercial subdivision on a total of approximately 77.5 total acres; referenced as the Wilderness Club RV Resort, Inc. Approximately 66.5 acres were located on the south side of State Highway 165, with 11 acres being located on the north side of State Highway 165. On June 22, 1994 the plat of the Wilderness Club RV Resort was signed by the Planning Department staff and filed with the Taney County Recorder of Deeds office.

On August 21, 1995 the Planning Commission denied the request by Pine Woods Village to rezone approximately 21.52 acres to develop up to 104 single family lots for cabin style homes. The primary concern noted dealt with density. On September 20, 1995 the Board of Adjustment granted an appeal to denial issued by the Planning Commission, authorizing the development of the Pine Wood Village.

The approximately 8.77 acre tract of land in question is shown on maps from both of the two previous Division III Permit files but appears to be shown in each file as a future phase of the development.

GENERAL DESCRIPTION:

The proposed 24 lot, Echo Hollow Estates subdivision will be located on a total of +/- 8.77 acres (per the Assessor's Information - Beacon). The applicant is seeking Planning Commission preliminary plat approval, allowing for the creation of the 24 lot Major Subdivision. The applicant is further seeking Planning Commission approval of a Division III Permit authorizing the nightly rental of twenty-four (24) log cabins that would be constructed on the lots within Echo Hollow Estates subdivision. The applicant has indicated that the log homes will range in size from approximately 1,500 to 2,500 square feet.

REVIEW:

On July 19, 2012 the Taney County Commission adopted the Subdivision Regulations for Taney County which removed and separated the subdivision regulations from the Development Guidance Code. Per the provisions of the Subdivision Regulations an Administrative Minor Subdivision is a division of land, into tracts less than ten (10) acres in size, with not more than a total of six (6) tracts. Therefore a Major Subdivision is classified as any division of land into tracts less than 10 acres in size which does not fall within the classification of administrative minor subdivision. Echo Hollow Estates is considered a Major Subdivision requiring the plat approval of the Planning Commission. Per the provisions of Missouri Revised Statute and the Subdivision Regulations, preliminary plat approval shall be based upon the plat's compliance with the provisions of the subdivision regulations.

The twenty-four (24) lots within Echo Hollow Estates will be served by an existing Taney County Regional Sewer District main and an existing community well. The required, minimum lot size for lots served via public sewer is 8,000 square feet, with a minimum road frontage of 70 feet per lot. All of the lots indicated on the submitted sketch plan will meet the minimum lot size and road frontage requirements.

The road rights-of-way serving the subdivision have been cleared for a number of years (the 2006 aerial photography via Beacon indicates some level of clearing) and the water mains, sewer mains and electrical services has been put in place adjoining the future roadways. However, prior to Final Plat approval, the applicant shall either install all of the required public improvements or provide an appropriate security in compliance with the provisions of Article 8 of the Subdivision Regulations (Performance Bond from a qualified insurance or bonding company, an Irrevocable Letter of Credit from a certified lending institution or cash bond for 110% of the costs associated with the construction of the improvements). The representative has submitted an engineering grading, roadway, storm drainage, sanitary sewer and water plans

Per the provisions of the Taney County Road Standards, Echo Hollow Estates will be considered a High Density Residential Subdivision, requiring a 50' right-of-way and a 31' roadway width for all new subdivision roads. The road surface shall be either asphalt or concrete.

The representative is proposing a green space area that will be maintained via a property owners association.

The Taney County Development Guidance Code defines nightly rental as "A residential building, structure, or part thereof that may be rented for any period of time less than thirty (30) days, counting portions of days as full days." Currently, the applicant would have the ability to rent any of the twenty-four (24) residences for a period of thirty (30) days or greater.

Per the nightly rental provisions of the Development Guidance Code, "The maximum occupancy for a Nightly Rental shall be two (2) persons per dwelling unit, plus two (2) persons per bedroom." Therefore, the three (3) bedroom home would have a maximum occupancy of eight (8) people.

Per the nightly rental provisions of the Development Guidance Code, "One (1) off-street parking space shall be provided for each two (2) persons of occupancy in a Nightly Rental." Therefore a total of four (4) parking spaces will be required. The residence is currently served by a two (2) car attached garage and a parking area large enough to accommodate the additional two (2) cars. The property will meet the minimum parking requirements of the Development Guidance Code. The representative is proposing a parking easement that will be contained within an existing 100' wide power line easement, to allow for overflow parking for such items as boat and recreational vehicles, as indicated on the Sketch Plan.

The adjoining property immediately to the north is a vacant tract of land owned by Wilderness Club, Inc. The adjoining property immediately to the south is the Pinewoods Village, a residential subdivision. The adjoining property immediately to the east is the Wilderness Club RV Resort. The adjoining property immediately to the west is a vacant tract of land within the municipal limits of Hollister.

The project received a score of -5 on the Policy Checklist, out of a maximum possible score of 57. The relative policies receiving a negative score consist of emergency water supply, solid waste disposal service, pedestrian circulation and traffic.

The staff recommends that two separate votes be conducted regarding this proposal. The first vote will need to be taken regarding preliminary plat approval for Echo Hollow Estates, based upon its compliance with the provisions of the Subdivision Regulations. The second vote will be in regard to the Division III Permit authorizing the nightly rental land-use.

STAFF RECOMMENDATIONS:

If the Taney County Planning Commission approves the Preliminary Plat for the Echo Hollow Subdivision, the following requirements shall apply, unless revised by the Planning Commission:

1. The applicant shall submit a report signed and sealed by a registered engineer, in compliance with Article 6, Section 4 of the Subdivision Regulations, prior to receiving final plat Approval. The Engineer's report shall include the following items:
 - a. Stormwater Drainage
 - b. Water Supply
 - c. Wastewater Disposal
 - d. Traffic Analysis / Street Capacity
2. The final plat shall be filed with the Taney County Recorder of Deeds within two (2) years of the date of approval of the preliminary plat. The final plat may be submitted in phases with each phase covering a portion of the approved preliminary plat. If the final plat is submitted in successive phases the developer will have one year after each phase to record the final plat of the next phase. The Planning Commission may grant an extension of time for final plat submission if it finds that the conditions on which the preliminary plat was approved have not changed substantially.
3. All of the require improvements as enumerated within Article 8 of the Subdivision Regulations shall either be installed or an appropriate security (Performance Bond from a qualified insurance or bonding company, an Irrevocable Letter of Credit from a certified lending institution or cash bond for 110% of the costs associated with the construction of the improvements) shall be provided to the Planning Department Office.
4. Compliance letters from the Missouri Department of Natural Resources, the Taney County Regional Sewer District, the Taney County Road & Bridge Department and the electric cooperative owning the power existing power easement shall be provided to the Planning Department office.(Chapter VI-VII)
5. All roads within Echo Hollow Estate shall be constructed in compliance with the Taney County Road Standards.
6. Division I Permits will be required for all applicable structures in the development (Chapter 3 Sec. I Item B).
7. Prior to the issuance of Division I Permits, the applicants shall ensure that the applicable sewer and water connections are in place.
8. This decision is subject to all existing easements.
9. This Decision of Record shall be filed with the Taney County Recorder of Deeds Office within 120 days or the approval shall expire (Chapter II Item 6).

STAFF RECOMMENDATION:

If the Taney County Planning Commission approves the Division III Permit authorizing the nightly rental of the twenty-four (24) units within Echo Hollow Estates, the following requirements shall apply, unless revised by the Planning Commission:

1. Compliance with the provisions of the Taney County Development Guidance Code.
2. Compliance letters from the Western Taney County Fire Protection District and the Missouri Department of Revenue; including all other entities which have requirements governing a development of this nature shall be provided to the Planning Department office.(Chapter VI-VII)
3. A valid Missouri Department of Revenue Sales Tax License shall be provided to the Planning Department prior to the issuance of a Certificates of Compliance.
4. No outside storage of equipment or solid waste materials.
5. This decision is subject to all existing easements.
6. All residences utilized for nightly rental shall accommodate (sleep) no more than two (2) persons per dwelling unit, plus two (2) persons per bedroom. The total occupancy may be further limited based upon the provisions of the Western Taney County Fire Protection District requirements and regulations.
7. One (1) off-street parking space shall be provided for each two (2) persons of occupancy within each Nightly Rental cabin.
8. This Decision of Record shall be filed with the Taney County Recorder's Office within 120 days or the approval shall expire (Chapter II Item 6).

Scott Starrett

From: Nikki Lawrence
Sent: Tuesday, April 04, 2017 11:22 AM
To: Mike Scofield; Brandon Williams; Sheila Wyatt; Scott Starrett
Subject: FW: P&Z Concerns Public Comment

-----Original Message-----

From: VSCoWeb@taneycounty.org [mailto:VSCoWeb@taneycounty.org]
Sent: Friday, March 31, 2017 11:06 AM
To: Commission <Commission@co.taney.mo.us>
Subject: P&Z Concerns Public Comment

P&Z Concerns Public Comment

Name: Karen Murphy
Email: klmnjm40@gmail.com
Phone: 2814336740

Description: We have had 17 Decisions of Record approved by P&Z and another one coming up on Aor 10th. All the applications were submitted incorrectly (4.5 of the code) in the information provided, no sketches/house plan (Appendix D Step 1) or the dimensions of the driveway (4.7.2 of Code) for parking. The P&Z Commissioners took the word of the applicant that it was three, four or five bedroom. Also according to the Guidance Code a fire district compliance (4.7.6) was to be attached to the application. Not one owner who has been given a Decision of Record has complied with the conditions but they continue to rent. It is on tape by Scott Starrett that they must not rent until they receive the C of C (Certificate of Compliance) Last is the concern of buffers. The P&Z commissioners are ignoring this 4.7.15 & Appendix H. It is part of the Guidance Code and therefore must be enforced. Look at Appendix E - rentals are certainly not in harmony with the health, safety and welfare of our community, Branson Creek. All the Decisions of Record should be revoked since the Guidance Code was not enforced at the Final Vote meeting of the P&Z Commissioners. Why should we as permanent residents of Branson Creek have to take further action with the Board of Adjustments at \$125 per owner who rents. It is the county's fault that we are in this situation by giving a letter that was erroneous (Cotter and another attorney concurred) stating that nightly rentals were permitted in Fieldstone Villas, The Bluffs I and II and The Pinnacle. Notice that the subdivision Oak Knoll and Iron Ridge were left out of the letter because that is where Tim Mahoney, then president of our HOA and also an officer in the development, lived! We should be able to appeal these Decisions of Record without cost to us the permanent residents.

Scott Starrett

From: Nikki Lawrence
Sent: Tuesday, April 04, 2017 11:28 AM
To: Mike Scofield; Brandon Williams; Sheila Wyatt
Cc: Scott Starrett
Subject: FW: Branson Creek

From: Susan Smith [mailto:trsmith@centurytel.net]
Sent: Monday, April 03, 2017 8:15 AM
To: Commission <Commission@co.taney.mo.us>
Subject: Branson Creek

Commissioners, I believe it would be to your benefit to examine the truly corrupt and unjust proceedings of the PZ Commissioners in their approval of 18 nightly rentals in our community **Branson Creek**.

Even though we had almost the whole neighborhood there during these hearings, with multiple residents speaking with rightful documents and facts. They completely ignored!

There is no way you can approve that many at one time and expect to keep our beautiful community intact.

These commissioners got it wrong.

The applications were not properly filled out nor sketches provided as your codes indicate. The commissioners asked minimal questions and could have cared less about the facts. These hearings have been a farce.

We as residents of Branson Creek now live in a community that is being overtaken by nightly rentals, thanks to these incompetent PZ Commissioners.

Most of our residents are elderly and retired who bought here for the beautiful and quiet community we were promised.

Now look what these commissioners have done!!! Unbelievable! We now live in a community where transients are now our Neighbors.

All special use permits that these commissioners approved should be denied.

Exhibit A the Taney County Guidance codes are not being enforced and never will be by those nightly renters.

Please listen to the residents of Branson Creek.

Sent from my iPad