

# **APPLICATION**

City of Beaufort Zoning Board of Appeals  
1911 Boundary Street  
Beaufort, South Carolina 29902  
Phone (843) 525-7011, Fax (843) 986-5606  
E-Mail: [jbachety@cityofbeaufort.org](mailto:jbachety@cityofbeaufort.org)  
\*Revised September 12, 2014

Application Fee  
\$300

**SPECIAL EXCEPTION APPLICATION**

OFFICE USE ONLY: Date Filed: \_\_\_\_\_ Application #: \_\_\_\_\_ Zoning District: \_\_\_\_\_

**Instructions**

Entries must be printed or typewritten. If the application is on behalf of the property owner(s), all owners must sign. If the applicant is not the owner, the owner(s) must sign the Designation of Agent (below).

**Submittal Requirements**

1. A legal survey of the property. 2. An accurate, legible site plan showing the north arrow, dimensions, and locations of all existing and proposed structures and any improvements relevant to the appeal such as trees, fences, power lines. Six copies of all plans are required. 3. Photograph(s) of the site.

APPLICANT(S): Katherine Parkerson

Address: P.O. box 176 Almond NC 28702

Telephone: 828-736-1560 [day] \_\_\_\_\_ [fax]

E-mail: kppnana@gmail.com

OWNER(S) if other than Applicant(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ [day] \_\_\_\_\_ [fax]

PROPERTY STREET ADDRESS: 706 Church St, Beaufort

Tax Map No.: \_\_\_\_\_

Parcel No.: R120 004 000 0488

Pursuant to Section 6-29-1145 of the South Carolina Code of Laws, is this tract or parcel restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the activity described in this application?  
\_\_\_ Yes \_\_\_ No

**DESIGNATION OF AGENT [complete only if owner is not applicant]:**

I (we) hereby appoint the person named as Applicant as my (our) agent to represent me (us) in this application.

Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

I (We) certify that the information in this application is correct.

Date: 3/11/15

Applicant's Signature: Katherine Parkerson

City of Beaufort Zoning Board of Appeals  
1911 Boundary Street  
Beaufort, South Carolina 29902  
Phone: (843) 525-7011, Fax: (834) 986-5606  
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\*Revised September 12, 2014

APPLICATION FOR SPECIAL EXCEPTION

Applicant hereby appeals to the Zoning Board of Appeals for a special exception for a (ex. Type 2 Home Occupation) short term rentals

on property described on Page 1, which is permitted by special exception under the district regulation in Section 5.1 of the Unified Development Ordinance (UDO).

1. Applicant will meet the standards in Section 3.16.D of the UDO which are applicable to the proposed special exception in the following manner:

- a. The proposed use is compatible with existing land uses in the surrounding area as follows: short term rentals will have no greater impact than long term rentals
- b. The proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area in that: no changes to the structure or site will be made to accommodate short term rentals.
- c. The likely impact on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to adequately service the proposed use without negatively impacting existing uses in the area and in the City are as follows: there is ample off-street parking for 1-2 cars on the property. There would be no more than 4 people staying at the property at any time so therefore no greater impact on city services than a long term rental.
- d. The proposed use(s) and designs are in general conformity with the City's comprehensive Plan and any other plans officially adopted by the City in that:  
\_\_\_\_\_  
\_\_\_\_\_
- e. The likely impact on public health and safety is as follows: no activity by short term renters will impact public health or safety
- f. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts is as follows: no such activity will take place with short term rentals.

[A site plan must be submitted]



**CITY OF BEAUFORT**  
**CONTACT LIST FOR SHORT TERM RENTAL**  
**LOCATED AT 706 Church St. Beaufort**

**PROPERTY OWNER:**

Name: Kate Parkerson  
Address: P.O. Box 176, Almond NC 28702  
Phone: 828-736-1560  
E-Mail: kppnana@gmail.com

**PROPERTY MANAGER: (PRIMARY)**

Name: Alism Barton  
Address: 545 Island Circle East Dataw Island SC 29920  
Phone: 978-430-8980 (c) 843-838-2561 (H)  
E-Mail: alibarton81@gmail.com

**PROPERTY MANAGER: (BACK-UP)**

Name: Chris Dedel  
Address: 101 Locust Fence Rd Dataw Island SC 29920  
Phone: 610-299-0836 (c) 843 ~~843~~ <sup>833-6771</sup> (H)  
E-Mail: chdedel@gmail.com

**PROPERTY MANAGER (SECONDARY BACK-UP)**

Name: Linda Coe  
Address: 2 front St. St Helene Island 29920  
Phone: 843-476-1841  
E-Mail: lindabcoe@gmail.com

## Rental Management Plan for Short Term Rentals at 706 Church St, Beaufort SC

All rentals will be managed by ERA Evergreen Real Estate Co. (ERA). ERA will secure signed Rental Agreements from renters, collect payments, set up key arrangements, have the house cleaned between renters, and manage any emergency repairs.

If there are any complaints from the neighbors on either side of the house, they are instructed to call me to let me know of any problems then I will address these problems with ERA to insure that there will not be any future occurrences.

ERA will market the rental to appropriate vacation and short term tenant markets.

**VACATION RENTAL AGREEMENT**  
(Intended for Occupancy of 30 Days or Less)

1. **OCCUPANT:** \_\_\_\_\_  
("Occupant") agrees as follows:
2. **PROPERTY:** Occupant rents, for vacation purposes only, the furnished real property and improvements described as: \_\_\_\_\_, situated in \_\_\_\_\_, ("Premises").  
The Premises has \_\_\_\_\_ bedroom(s) and \_\_\_\_\_ bath(s).
3. **ARRIVAL AND DEPARTURE:**  
Arrival: \_\_\_\_\_ (Date) at \_\_\_\_\_ (Time) Departure: \_\_\_\_\_ (Date) at \_\_\_\_\_ (Time).
4. **AUTHORIZED USE AND GUESTS:** The Premises are for the sole use as a personal vacation residence by not more than \_\_\_\_\_ adults and \_\_\_\_\_ children.  (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises:

\_\_\_\_\_  
("Authorized Guests").  
No other guests, visitors or persons are permitted. If the Premises are used, in any way, by more or different persons than those identified in this paragraph, (i) Occupant, Authorized Guests and all others may be required to immediately leave the Premises or be removed from the Premises; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.

5. **PAYMENTS:** Occupant agrees to the following payments:  
A. The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is **NONREFUNDABLE**.

B.

Category	Amount Due	Payment Due Date
Reservation Fee:	\$ _____	
Rent:	\$ _____	
Security Deposit:	\$ _____	
Cleaning Fee:	\$ _____	
Other:	\$ _____	
Other:	\$ _____	
Transient Occupancy Tax:	\$ _____	

**Total:** \$ \_\_\_\_\_

6. **BALANCE DUE; LATE CHARGE:** If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner's or Owner's Representative's sole discretion, either terminate this Agreement and refund to Occupant all payments except the reservation fee, or impose a late charge of \$ \_\_\_\_\_.

7. **SECURITY DEPOSIT:**

- A. The security deposit will be  transferred to and held by Owner; or  held in Owner's Representative's trust account.
- B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within three weeks after Occupant vacates the Premises or as otherwise required by law, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility, phone and \_\_\_\_\_ bills; and (2) return any remaining portion of the security deposit to Occupant.

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Occupant acknowledges receipt of a copy of this page.

Occupant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

VRA 8/12

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

**VACATION RENTAL AGREEMENT (VRA PAGE 1 OF 4)**

ERA Evergreen Real Estate Co, 1001 Boundary Street, Suite B Beaufort, SC 29902  
Phone: (843)379-2411 Fax: (843)379-2410 Christine Dedel

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Kate

Premises: \_\_\_\_\_ Date: \_\_\_\_\_

- C. No interest will be paid on the security deposit unless required by applicable law.  
D. If the security deposit is held by Owner, Occupant agrees not to hold Owner's Representative responsible for its return. If the security deposit is held by Owner's Representative and the security deposit is released to someone other than Occupant, then Owner's Representative's only duty shall be to notify Occupant, in writing, where and to whom the security deposit has been released.
8. **CANCELLATION; REFUND:** If Occupant cancels or otherwise terminates this Agreement prior to the latest Payment Due Date, all payments except the reservation fee will be refunded to Occupant. If Occupant cancels or otherwise terminates this Agreement after the latest Payment Due Date, Occupant shall be responsible for rent, commission to Owner's Representative and all marketing and preparation costs necessary to ready the Premises for re-rental.
9. **HOLDING OVER:** Occupant agrees there shall be no holding over or late departure without prior approval. Any unauthorized holding over by Occupant shall be subject to a charge of 1 and 1/2 times the daily prorated rent (or  if checked \_\_\_\_\_) ("Holdover Rate"), plus any additional damages incurred including, but not limited to, the cost of alternative housing for guests displaced by Occupant's holding over. Late check-outs will be charged 50% of the Holdover Rate (or  if checked \_\_\_\_\_).
10. **CLEANING:** Premises will be delivered to Occupant in a professionally cleaned condition. Upon termination of occupancy, Occupant will deliver the Premises in the same condition less ordinary wear and tear. If Occupant does not return the Premises in the same condition, a(n) (additional) charge will be deducted from the security deposit.
11. **NO PETS:** Pets are not allowed without prior written permission of Owner. If an unauthorized pet is on the Premises, (i) Occupant is responsible for all damage caused by the pet, (ii) Occupant, Authorized Guests, pet(s) and all others may be required to immediately leave the Premises, or be removed from it, (iii) Occupant is in breach of this Agreement, and (iv) Occupant forfeits its right to return of any security deposit.
12. **NO SMOKING:** No smoking is allowed on the Premises. If smoking does occur on the Premises, (i) Occupant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Occupant, Authorized Guests, and all others may be required to immediately leave the Premises, or be removed from the Premises; (iii) Occupant is in breach of this Agreement; and (iv) Occupant forfeits its right to return of any security deposit.
13. **NSF CHECKS:** If a check is returned NSF, Occupant shall pay \$25.00 as an NSF fee. Occupant agrees that this charge represents a fair and reasonable estimate of the costs Owner may incur by reason of Occupant's NSF payment. An NSF check will result in cancellation of this Agreement if the required payment is not made by the applicable Payment Due Date.
14. **CONDITION OF PREMISES:** Occupant  has  has not viewed the Premises prior to entering into this Agreement. Occupant shall, on arrival, examine the Premises, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report, in writing, if any are not in operating condition or are in disrepair. Reporting repairs does not give Occupant the right to cancel this Agreement or receive a refund of any payments made.
15. **UTILITIES:** Owner is to pay for all utilities except as follows:  
 Occupant agrees to pay for all telephone charges.  
 Occupant agrees to pay for:
16. **RULES; REGULATIONS; NO COMMERCIAL USE:** Occupant agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Occupant. Occupant shall not, and shall ensure that guests and licensees of Occupant shall not: (i) disturb, annoy, endanger, or interfere with other occupants of the building in which Premises is located or its neighbors; (ii) use the Premises for any commercial or unlawful purpose including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband; (iii) violate any law or ordinance; or (iv) commit waste or nuisance on or about the Premises.
17. **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**  (If checked) The Premises is a unit in a condominium, planned unit development or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_. Occupant agrees to comply with all covenants, conditions and restrictions, bylaws, rules, regulations and decisions of the HOA. Owner shall provide Occupant copies of rules and regulations of the HOA, if any. Occupant shall reimburse Owner for any fines or charges imposed by the HOA or other authorities, due to any violation by Occupant or the guests or licensees of Occupant.

Occupant acknowledges receipt of a copy of this page.

Occupant's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Premises: \_\_\_\_\_ Date: \_\_\_\_\_

- 18. MAINTENANCE:** Occupant shall properly use, operate and safeguard the Premises including, if applicable, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Occupant shall immediately notify Owner or Owner's Representative of any problem, malfunction or damage. Occupant shall pay for all repairs or replacements caused by Occupant, guests and licensees of Occupant, excluding ordinary wear and tear. Occupant shall pay for all damage to the Premises as a result of failure to report a problem, malfunction or damage in a timely manner. Occupant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- 19. ALTERATIONS:** Occupant shall not make any alterations in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
- 20. ENTRY:**
- A.** Owner and Owner's representatives and agents have the right to enter the Premises, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Occupant has complied with the terms of this Agreement; or (iii) in case of emergency.
  - B.** Owner and Owner's representatives and agents have the right to enter the Premises, upon reasonable notice, to show the Premises to prospective or actual purchasers, occupants, tenants, mortgagees, lenders, appraisers or contractors.
- 21. NO ASSIGNMENT OR SUBLETTING:** Subject to state law, Occupant shall not assign any interest in this Agreement or sublet any part of the Premises. If this Agreement is assigned or the Premises or any part thereof is sublet, (i) Occupant, Authorized Guests, assignee(s), sublessee(s) and all others may be required to immediately leave the Premises, or be removed from it; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any security deposit.
- 22. UNAVAILABILITY:** If for any reason beyond the control of Owner or Owner's Representative, the Premises is unavailable, Owner or Owner's Representative may substitute a comparable unit or cancel this Agreement and refund in full to Occupant all payments made.
- 23. OCCUPANT'S OBLIGATIONS UPON TERMINATION OF OCCUPANCY:** Upon termination of occupancy, Occupant shall: (i) give Owner all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Owner empty of all persons; (iii) vacate any/all parking and/or storage space; and (iv) deliver the Premises to Owner in the same condition less ordinary wear and tear as received upon arrival.
- 24. PERSONAL PROPERTY AND INJURY:**
- A. Owner Insurance:** Occupant's or guests' personal property, including vehicles, are not insured by Owner or, if applicable, HOA against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Occupant, guests or licensees due to any reason other than the condition of the Premises.
  - B. Occupant Insurance:** Owner recommends that Occupant carry or obtain insurance to protect Occupant, guests and licensees and their personal property from any loss or damage.
  - C. Indemnity and Hold Harmless:** Occupant agrees to indemnify, defend and hold harmless Owner and Owner's Representative from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Occupant, Occupant's guests or licensees or their personal property.
- 25. MEDIATION:** Occupant agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.
- 26. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Occupant, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Occupant.
- 27. TRANSIENT OCCUPANCY:** Occupant is renting the Premises as a transient lodger during the period specified in paragraph 3 from Owner who retains full legal, possessory and access rights.

Occupant acknowledges receipt of a copy of this page.

Occupant's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Premises: \_\_\_\_\_ Date: \_\_\_\_\_

**28. KEYS; LOCKS:** Upon arrival, (or  \_\_\_\_\_ )

Occupant will receive:

- \_\_\_\_\_ key(s) to Premises,  \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),
- \_\_\_\_\_ key(s) to mailbox,  \_\_\_\_\_
- \_\_\_\_\_ key(s) to common area(s),  \_\_\_\_\_

Occupant acknowledges that locks to the Premises  have  have not been rekeyed. If Occupant rekeys existing locks or opening devices, Occupant shall immediately deliver copies of all keys to Owner or Owner's Representative. Occupant shall pay all costs and charges related to loss of any keys or opening devices. Occupant may not remove locks, even if installed by Occupant.

**29. OTHER TERMS AND CONDITIONS, including ATTACHED SUPPLEMENTS:**

- Check-in procedure
- Contract addendum
- \_\_\_\_\_
- \_\_\_\_\_

**30. ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Owner and Occupant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State in which the property is located. The state shall have personal jurisdiction over the parties and the county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

Occupant \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Occupant \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_

For information regarding the Premises or this Agreement, contact  Owner or  Owner's Representative.

Name \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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REAL ESTATE BUSINESS SERVICES, INC.  
525 South Virgil Avenue, Los Angeles, California 90020

VRA 8/12

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

**VACATION RENTAL AGREEMENT (VRA PAGE 4 OF 4)**

# **STAFF REPORT**

**CITY OF BEAUFORT  
ZONING BOARD OF APPEALS  
Staff Report and Recommendations  
Meeting of 30 March 2015**

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**Case Number:** ZB15-08  
**Property Address:** 706 Church Street  
**Applicant:** Katherine Parkerson  
**Type of Request:** Special Exception for Short Term Rental  
**Zoning:** General Residential District

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Background: The property is located at 706 Church Street in the Northwest Quadrant neighborhood of the Historic District (see Site Location Map attached). The property is identified as District 120, Tax Map 4, Parcel 488. The lot is zoned General Residential District (GR). Two single-family dwellings are located on the lot. The dwelling at 706 Church Street is being proposed for use as a short term rental. The structure at 706 Church Street is considered a contributing structure according to the Beaufort County Above Ground Historic Resources Survey. Photos of the property are attached.

The applicant, who is the property owner, desires to rent the dwelling on a short term basis (i.e., for periods less than 30 days). Short term rental of a primary dwelling unit is permitted by special exception in the GR District. Special exceptions are approved by the Zoning Board of Appeals. The ordinance permitting short term rentals is attached.

The applicant has contracted with a local property management firm, ERA Evergreen Real Estate Company, to manage the rental. The firm has a City of Beaufort Business License. A copy of the rental agreement to be used was submitted. The agreement should be revised to stipulate a minimum 2-night stay as required by the City's ordinance. In addition, the rental agreement should be revised to limit the number of vehicles on the site and to stipulate that vehicles are to park on the premises, not on the street.

The locations where short term rentals have been approved by special exception by the Zoning Board of Appeals since the ordinance became effective in August 2011 are attached.

Question for the applicant: How many bedrooms does the unit have?

Staff comments: Currently, vehicles park in the front yard. This is not permitted by the short term rental ordinance. A driveway should be developed on the south side of the dwelling and the area in front of the dwelling should be reestablished as a front yard. It is important that some type of physical barrier be placed along the front property line to prevent parking in the front yard. Staff has attached a sketch of improvements that might be made to satisfy these requirements. The applicant is not required to implement this plan; however, some type of parking and landscaping plan must be submitted and approved by staff.

A satellite dish is located in the front yard. Dishes are not permitted in the front yard unless the dish vender can demonstrate there is no other location on the property where the dish will be operable (see Section 5.4.E.2 of the Unified Development Ordinance attached). The dish should be made to conform to ordinance requirements.

The required improvements must be made before the business license for the rental is issued.

Public comment: The public hearing notice referencing this application appeared in the March 15, 2011 edition of *The Beaufort Gazette*. The property was posted on March 16. Letters were sent to adjoining property owners on March 17. The president of the Northwest Quadrant Neighborhood Association was noticed of the hearing by e-mail on March 18. Staff has received no public comments on this application as of the date of this writing.

Criteria for approval of a special exception set out in Section 3.16:

According to the UDO, the Zoning Board of Appeals may approve an application for a Special Exception where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public. The UDO stipulates that the Board shall consider six criteria in its review of an application for a special exception. Staff comments on how the application relates to these criteria follows.

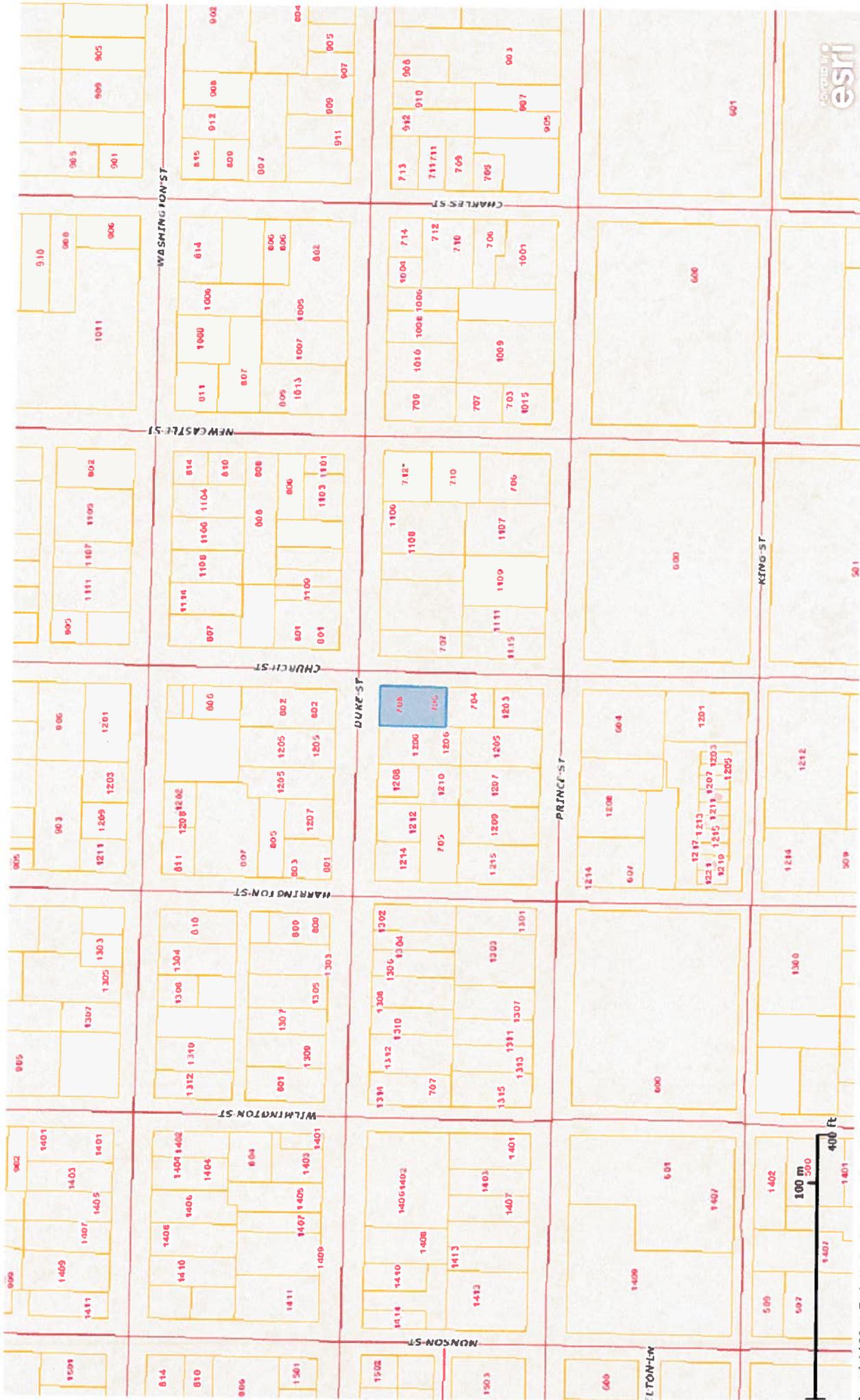
- (1) *Whether the proposed use is compatible with existing land uses in the surrounding area.* The proposed use is compatible with existing land uses in the area. The lot has frontage on Duke Street which is currently undergoing a streetscape improvement. The property is within walking distance of or short bike ride to Bay Street and the Waterfront Park.
- (2) *Whether the proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area.* No changes are proposed to the property as part of its use as a short term rental.
- (3) *The likely impact on public infrastructure such as roads, parking facilities, and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to adequately service the proposed use without negatively impacting existing uses in the area and in the City.* The proposed use is not likely to have a greater impact on public infrastructure than for use as a long-term rental.
- (4) *Whether the proposed use and designs are in general conformity with the City's comprehensive plan and any other plans officially adopted by the City.* The proposed use is in conformity with the City's comprehensive plan and the Civic Master Plan.
- (5) *Likely impact on public health and safety.* The proposed use will likely have little impact on public health and safety since a local property management firm will be managing the unit.

- (6) *Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts.* In staff's opinion, the proposed use has little potential to create noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts if a monitored fire alarm is installed as required by the Building Official.

Staff recommendation: Staff recommends approval of the special exception with the following conditions:

- that the rental agreement be revised to stipulate a minimum 2-night stay; to limit the number of vehicles associated with the rental; and to stipulate that all vehicles are to park in the designated parking area, not on the street;
- that a monitored fire alarm system be installed;
- that a driveway be installed on the south side of the dwelling and that the area in front of the dwelling be restored and protected as a front yard; and
- that the satellite dish be made to comply with the City's ordinance requirements.

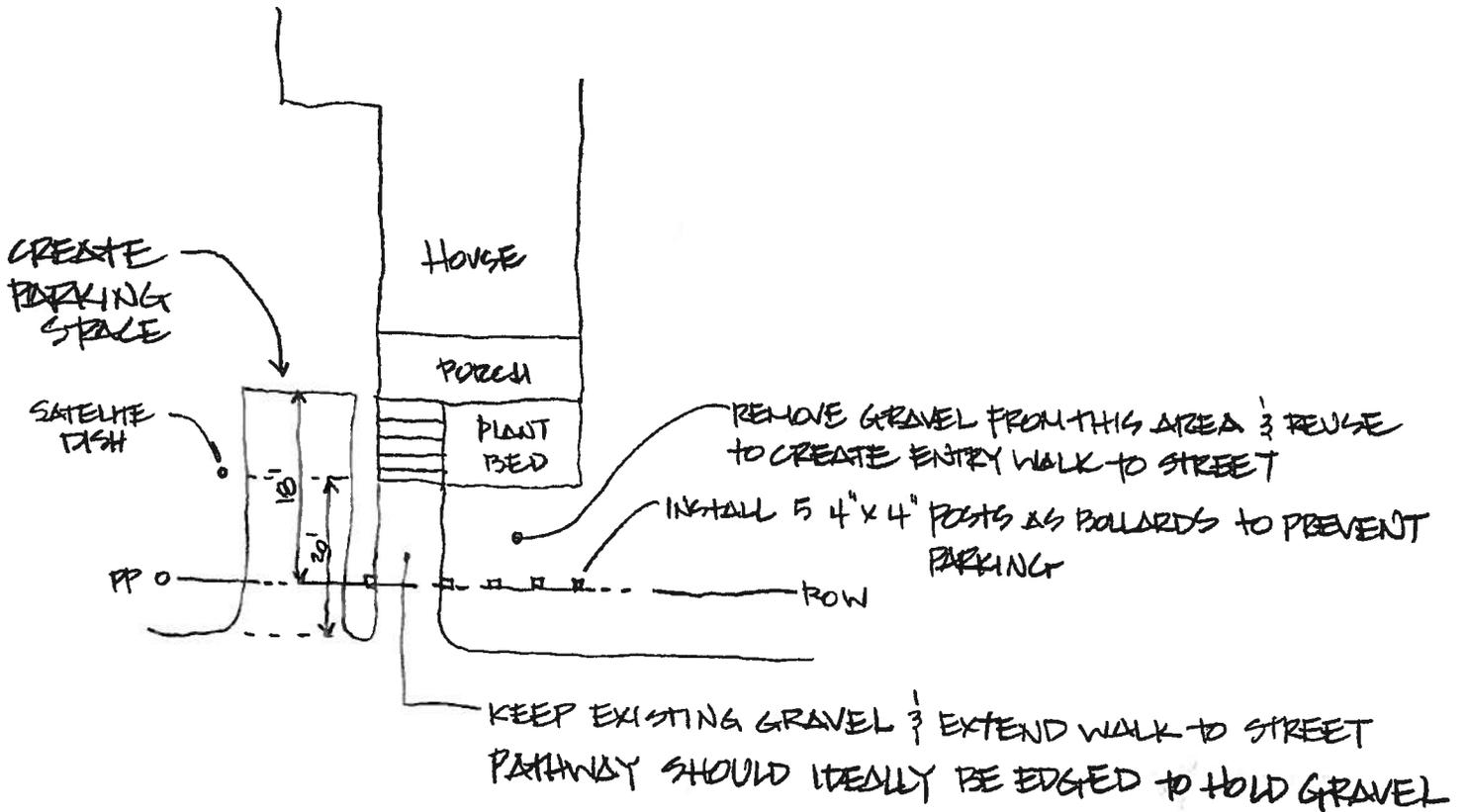
# 706 Church Street



# 706 Church Street



# 706 CHURCH - SHORT TERM RENTAL



\* PARKING SPACE COULD ALSO BE GRAVEL & SHOULD BE EDGED

2. Completely enclosed building for the storage of supplies, stock or merchandise. Steel cargo storage containers or modified versions thereof are not permitted.
3. Light manufacturing and/or repair facility incidental to the principal use provided that dust, odor, smoke, noise, vibration, heat or glare produced as a result of such manufacturing or repair operation is not perceptible from any boundary line of the lot on which said principal and accessory uses are located and provided such operation is not otherwise specifically prohibited in the district in which the principal use is located.
4. Sheds or tool rooms for the storage of equipment used in operations or maintenance. Steel cargo storage containers or modified versions thereof are not permitted.
5. Open yard use for the storage of materials or equipment, excluding junk or other salvage is only permitted in the Highway Commercial District and the Limited Industrial District and shall be separated from adjoining properties by an opaque screen, fence or wall at least seven feet in height above finished grade.
6. Marinas may include the following accessory uses: mooring field, boat tours, boat fueling and pump-out facilities, restrooms, and marina office/store.

**D. Uses Customarily Accessory to Public Uses, Buildings or Activities**

There shall be no limitations regarding accessory uses to any use, building or activity operated within the public domain except that such uses, buildings, or activities must be directly related and subordinate to the principal Public Use.

**E. Satellite Dishes**

The guidelines for the siting of satellite dishes are as follows:

**1. General Requirements**

No form of advertising shall be allowed on the dish or framework other than the manufacturer's small identification plate.

**2. Residential Zones**

Satellite dishes should be placed in the side or rear yard or on the roof. Dishes shall not be allowed in any front yard unless a company licensed to install satellite dishes in the City certifies that the front yard is the only place where the dish will be operational. Satellite dishes should be screened from the street and to the degree feasible, from adjoining properties. Such screening can be accomplished through fencing, landscaping, or placement of the dish between/behind architectural features of the building.

**3. Commercial Zones**

The preferred location for all dishes is in the rear yard or on the roof. Dishes are encouraged to be screened from the street and to the degree feasible, from adjoining properties. Screening can be accomplished through fencing, landscaping, or placement of the dish between/behind architectural features of the building. Dishes greater than two meters in diameter must be located in the side or rear yard or on the roof and must be screened from the street and to the degree feasible, from adjoining properties.

**Article Article 11: Definitions**  
**Section 11.2: Defined Terms**

**Grand Tree.** Any existing broad-leaved overstory tree with a DBH of 24 inches or greater; any existing understory tree with a DBH of twelve inches or greater; and any Palmetto tree having a clear trunk height of at least two feet.

**Ground Cover.** Vegetation growing close to the ground including grass, ivy and some species of juniper.

**Ground disturbance.** Any activity which would result in any tangible modification to the surface of the ground including, but not limited to, building new structures or additions, paving, grading, excavating or tree removal.

**Hardscape.** Any nonliving material such as berms, mulch, walls and fences commonly used in landscaping designs.

**Height of Freestanding Sign.** The vertical distance measured from the average elevation of the nearest road centerline to the top of the sign face or sign structure, whichever is greater.

**Historic Resources.** According to the National Historic Preservation Act of 1966, as amended through 1992, (16 U.S.C. 470 et seq.) Section 101(a)(1)(A):

The secretary of the Interior is authorized to expend and maintain a National Register of Historic Places composed of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture.

Criteria set forth by the Secretary of the Interior states that any district, site, building, structure, or object that is at least 50 years of age, is significant in American history, architecture, archeology, engineering, and culture may be considered for inclusion on the National Register of Historic Places.

**Home Occupation.** An occupation conducted from a residence in accordance with the provisions of this ordinance.

**Hotel/Motel.** A lodging establishment of 26 or more guest rooms providing overnight accommodations to transient guests.

**Housing, Short Term Rental.** A single-family or individual two-family or multifamily dwelling that is available for use or is used for accommodations or lodging of guests paying a fee or other compensation for a period of less than 30 days.

**Impervious Surface.** Any area of land that cannot be landscaped or planted and which does not allow for the natural passage of water through it, including paved areas, all buildings, and asphalt or concrete parking areas, driveways, roads, sidewalks and any areas of concrete or asphalt and/or any water bodies, and roof surfaces.

**Infill.** Development or redevelopment of land that has been bypassed, remained vacant, and/or is underused as a result of the continuing urban development process.

**Inn.** A building used as a lodging establishment having six to 25 guest rooms providing overnight accommodations and breakfast to transient guests.

**Intensive Level Survey.** An Intensive Level Survey will be based on a systematic approach to the entire tract, to differentiate between having high or low potential for containing archeological resources. Topography and soil types are also taken into consideration to help determine the areas of high and low potential. In addition, sub-surface activity, such as shovel tests are done (unless surface exposure is evident) and the materials are



## Article 4. Zoning Districts

### 4.1 Establishment of Districts

For the purpose of this UDO, portions of the City as specified on the Official Zoning Map of the City are hereby divided into the following zoning districts:

BASE ZONING DISTRICTS	
Residential Zoning Districts	
TR	Transitional Residential
RE	Residential Estate
R-1	Low Density Single-Family Residential
R-2	Medium Density Single-Family Residential
R-3	Medium-High Density Single-Family Residential
R-4	High Density Single-Family Residential
GR	General Residential
TBR	Traditional Beaufort Residential
MHP	Manufactured Home Park
Commercial Zoning Districts	
NC	Neighborhood Commercial
OC	Office Commercial
CC	Core Commercial
GC	General Commercial
HC	Highway Commercial
Industrial Zoning Districts	
LI	Limited Industrial
IP	Industrial Park
Special Purpose Zoning Districts	
CP	Conservation Preservation
MED	Medical
PUD	Planned Unit Development
MR	Military Reservation
OVERLAY ZONING DISTRICTS	
AICUZ	Air Installation Compatibility Use Zone
-D	Development Design
-H	Historic

### 4.2 Official Zoning Map

- A. The boundaries of the above zoning districts are a map or series of maps entitled "Official Zoning Map, City of Beaufort" which, together with all explanatory matter thereon, is hereby adopted by reference and declared to be part of this UDO. Special purpose zoning districts intended to serve as floating districts are not established on the zoning map until a specific district is proposed and approved by the City.
- B. Each map bearing the designation "Official Zoning Map, City of Beaufort" shall be identified by the signature of the Administrator, and bearing the seal of the City under the words: "Official Zoning Map, City of Beaufort, South Carolina," together with the date of the adoption of the map.

## Article 5. Use Regulations

### 5.1 Use Tables

#### A. Types of Use

All of the Use Categories listed in the Use Table are defined and described in the sections immediately following the Table.

##### 1. Uses Permitted By Right

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

##### 2. Conditional Use

A "C" indicates a use that is allowed conditionally, provided that it meets the additional listed standards contained in Section 5.3, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

##### 3. Special Exception

An "S" indicates that a use is allowed only if reviewed and approved as a Special Exception, provided that it meets the listed standards contained in Section 5.3, Specific Use Standards. Special exceptions are subject to all other applicable regulations of this UDO.

##### 4. Existing Building

An "E" indicates a use category that is allowed only in existing buildings, provided that it meets the additional listed standards contained in Section 5.3.

#### B. Uses Not Allowed

A blank cell in the Use Table indicates that a Use Category is not allowed in the respective district.

#### C. Uses Not Listed

The Administrator shall determine whether or not an unlisted use is part of an existing Use Category or is substantially similar to an already defined use, using the criteria in Section 5.2, Use Categories.

- c. In the NC zoning district, the building footprint of such use shall be no more than 2,500 square feet. Larger facilities shall be permitted as part of a mixed-use development.

**9. Entertainment**

Indoor and Outdoor Entertainment are permitted subject to the following standards:

- a. The use is owned and managed by the neighborhood association or property owners' association in which the use is located.

**10. Fuel Sales**

In the GC District, Fuel Sales are permitted as a conditional use in the SC 170 Design District and the US 21 District outside the Boundary Street Redevelopment District. In all other GC Districts, Fuel Sales are permitted by special exception. Fuel Sales in all districts where permitted by this UDO, are permitted subject to the following standards:

- a. Parking and/or service areas shall be separated from adjoining residential properties by a suitable planting screen, fence or wall at least six feet in height;
- b. No open storage of any type, including the overnight storage of vehicles, shall occur in conjunction with the operation.
- c. No more than two Fuel Sales facilities are permitted at an intersection of any Arterial Street (Section 7.2.B). Nor more than one Fuel Sales facility is permitted at the intersection of other streets.
- d. In new development, pumps should not be located between the building and the adjacent street, but instead be placed behind the building, although the Design Review Board may permit pumps to be located to one side of the building based on unique site conditions including the presence of wide buffers. In such cases, the pumps, including the canopy, shall not project further toward the street than the front line of the building.
- e. No signs shall be located on any canopy over the pumps.
- f. Any freestanding light fixtures shall be reduced in height to fifteen feet if the use adjoins a residential district or residential use.
- g. Any service bay doors shall not be oriented toward any public right-of-way.
- h. Fuel sales are subject to the general Design District standards set out in Section 6.6 and the specific Gas Station Design Guidelines set out in the Appendix.

 **11. Housing, Short Term Rental**

Short term rentals are permitted in all residential zoning districts with the exception of the Traditional Beaufort Residential District, The Point, or where prohibited by covenants. Short term rental of the primary dwelling, or rental of an accessory dwelling unit on property where the property owner does not live on the premises, shall be by special exception subject to the standards

shown below. Short term rental of an accessory dwelling unit where the property where the property owner lives on the premises, and short term rental of any type of residential unit in a commercial district, shall be a conditional use subject to the standards shown below.

- a. A minimum 2-night stay is required;
- b. Adequate on-site parking is provided. Parking should be located to the side or rear of the dwelling (i.e., the front yard should not be used for parking). Tenants should use the required on-site parking and not park in the street;
- c. A property management plan shall be developed and approved by the appropriate review authority. Failure to comply with the approved property management plan shall result in revocation of zoning approval;
- d. No on-site signage shall be permitted;
- e. No pets shall be left outside unattended;
- f. An annual Safety Inspection shall be conducted before the Business License for the facility can be renewed;
- g. The facility shall comply with all business license, revenue collection, and health laws of the City of Beaufort, Beaufort County, and the state of South Carolina; and
- h. Approval of the use runs with the ownership of the property.

## **12. Manufacturing and Production**

Manufacturing and Production uses are permitted subject to the following standards:

- a. Any industrial use, plus operations incidental to such use, which involves manufacturing, processing, assembly, storage operations, provided the manufacturing, processing, assembly or storage in no way involves any junk or salvage operations;
- b. No open storage of junk or salvage materials shall occur; and
- c. Any noise, vibration, smoke, gas, fumes, odor, dust, fire hazard, dangerous radiation or other injurious or obnoxious conditions related to the operation shall not be sufficient to create a nuisance beyond the premises.

## **13. Medical Office/Clinic**

Medical offices and clinics are permitted in the NC zoning district subject to the following standards:

- a. The building footprint of such use shall be no more than 2,500 square feet. Larger facilities shall be permitted as part of a mixed-use development.

**SHORT TERM RENTALS IN RESIDENTIAL DISTRICTS APPROVED BY SPECIAL EXCEPTION  
SINCE AUGUST 2011**

<b>ADDRESS</b>	<b>NEIGHBORHOOD</b>
1105 Craven St	The Bluff
1108 North St	The Bluff
2413 Hermitage Rd	Hermitage Area
1711 King St	Northwest Quadrant
806 Newcastle St	Northwest Quadrant
502 Scott St	Old Commons
803 Scott St	Old Commons
811 and 811-A Audusta Pl	Pigeon Point
1305 Charles St	Pigeon Point
907 Charlesfort St	Pigeon Point
915 Lafayette St	Pigeon Point
1106 Laudonniere St	Pigeon Point
1460 Pigeon Point Rd	Pigeon Point
1219 Rodgers St	Pigeon Point
1401 Church St	Pigeon Point
2308 Pine Court	Royal Oaks
2404 North St	West End
2703 Oaklawn Ave	West End

**SHORT TERM RENTALS IN RESIDENTIAL DISTRICTS IN ACCESSORY DWELLING UNITS  
APPROVED AS CONDITIONAL USE (BY STAFF)**

<u>Neighborhood</u>	<u>Number Approved</u>
Dixon Village	One
Mossy Oaks	One
Pigeon Point	Two
Royal Oaks	One

As of 3-17-15