

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
***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): Jean Creech Avent

Address: 77 E. Andrews Drive, #104, Atlanta, GA 30305

Telephone: 770 862 7978 [day] _____ [fax]

E-mail: jca29920@hotmail.com

OWNER(S) if other than Applicant(s): _____

Address: _____

Telephone: _____ [day] _____ [fax]

PROPERTY STREET ADDRESS: 507 West Street

Tax Map No.: _____

Parcel No.: _____

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: March 11, 2015

Owner's Signature: Jean Creech Avent
Digitally signed by Jean Creech Avent
DN: cn=Jean Creech Avent, o=BU
email=jca29920@hotmail.com, c=US
Date: 2015.03.11 11:54:37 -0400

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

Date: March 11, 2015

Applicant's Signature: Jean Creech Avent
Digitally signed by Jean Creech Avent
DN: cn=Jean Creech Avent, o=BU
email=jca29920@hotmail.com, c=US
Date: 2015.03.11 11:55:04 -0400

City of Beaufort Zoning Board of Appeals
1911 Boundary Street
Beaufort, South Carolina 29902
Phone: (843) 525-7011, Fax: (834) 986-5606
E-Mail: jbachety@cityofbeaufort.org
***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: The land use will be no different than as is currently designated for this property.

b. The proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area in that: The plans and designs remain the same, no changes will occur.

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: The use of public services and infrastructure remain the same; no changes will occur.

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:

The use and designs are in conformity, no changes occur to the structure

e. The likely impact on public health and safety is as follows: There will be no impact on public health and safety.

f. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts is as follows: _____

There will be no creation of potential injurious or obnoxious impacts.

[A site plan must be submitted]



**CITY OF BEAUFORT
CONTACT LIST FOR SHORT TERM RENTAL
LOCATED AT 507 WEST STREET**

PROPERTY OWNER:

Name: _____

Address: _____

Phone: _____

E-Mail: _____

PROPERTY MANAGER: (PRIMARY)

Name: ____Matt Elliott_____

Address: __1551 Sea Island Parkway, St. Helena, SC 29920_____

Phone: ____843-812-3715_____

E-Mail: ____pmseaside@gmail.com_____

PROPERTY MANAGER: (BACK-UP)

Name: __Dawn Elliott

Address: __1551 Sea Island Parkway, St. Helena, SC 29920_____

Phone: ____843-592-1703

E-Mail: __hkseaside@gmail.com_____

PROPERTY MANAGER (SECONDARY BACK-UP)

Name: ____Greta Maddox_____

Address: __1551 Sea Island Parkway, St. Helena, SC 29920_

Phone: ____843-476-1310__

E-Mail: __gretamaddox1@gmail.com_____

Rental Agreement # 46985

This lease is made on: by and between the Owner and Tenant(s) shown below:

Owner: Jean Creech Avent	Primary Tenant: greta maddox p.o. box 793 st. helena, SC 29920 gretamaddox@seasidegetaways.com Tenant password: 7556	Agent: Seaside Getaways 1551 Sea Island Parkway St. Helena Island, SC 29920 843-838-8001 843-410-5724 (f)
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Start Date:03/25/2015 Time: 4pm

End Date:03/28/2015 Time: 10am

PROPERTY: The tenant agrees to rent from the Owner and the Owner agrees to lease the tenant the property (hereinafter referred to as the Property) known as:

507 West Street Beaufort, SC / Phone:

View from property: Natural Setting

Property Rating: 4 Palms. Please initial here that you have read description below _____

Max. occupancy: 4 /Sleeps: 4

Maximum # of vehicles allowed at property: 2.

There are parking considerations we need to address if company is invited to home. Are you planning a party or family reunion during this visit? Yes _____ No _____

Amenities on the property

Washer/Dryer: 1	High Speed Internet: Wireless LAN	Screen Porch: No
Dishwasher: 1	CD player : No	Deck: Yes
Grill:	Phone: No	# of Parking: 2
Stove: Electric	Stereo: No	# of Bicycles: 1
Square footage: 1800	IPOD Dock: No	Outdoor shower: No
Satellite TV:	Elevator: No	Ping Pong: No
Cable TV: Yes	# of A/C units: 1	Pool Table: No
# of TV's: 1	Fireplace: Wood	Linens provided: Yes
# of DVD's:	Hot Tub: No	Pet Friendly: No
Private pool: No	Golf cart: Not available	Free Long Distance: No

The Tenant agrees to pay rent as required in the Rent Schedule shown below.

Summary of charges:

Taxes	\$12.00
Cleaning fee - tenant	\$120.00
Total Charges	\$132.00

Payment schedule
03/24/2015 \$132.00
\$

Guest Signature: _____ Date: _____

In consideration of the monies received and the mutual promises contained herein, the Owner of the subject Property, through Seaside Getaways, LLC, his agent, does hereby lease and rent to Guest (the Tenant) that certain Property described above, under the following terms and conditions including all terms and conditions of the South Carolina Vacation Rental Act. Seaside Getaways, LLC as agent for the Owner, is representing the interest of the Owner in this transaction. Greta Maddox, d/b/a Seaside Getaways LLC (the Agent) is the property manager for the Owner. Please call our office at 843-838-8001 (press 1) if you need anything during your stay.

PAYMENT SCHEDULE MAY INCLUDE TRIP CANCELLATION INSURANCE Intended to protect guest's travel investment in the event of unforeseen circumstance which would cause cancellation. Guest will be provided with a document detailing the plan which will also serve as Certificate of Insurance and Description of Services. Guest has 10 days after receiving the Certificate of Insurance and Description of Services to cancel travel insurance. If guest chooses to cancel service within said 10 days, the amount of the insurance premium will be refunded to guest and/or credited to the balance. After this 10 day period, the insurance premium paid is non-refundable. This coverage is OPTIONAL. To decline coverage, initial here _____

EXPLANATION OF PROPERTY RATING SYSTEM: Please keep in mind that you will pay more for beachfront properties with fewer palms than non-beachfront properties with more palms.

5 Palms (Luxury):

This designation is reserved for exceptional accommodations and unique, luxurious properties. The decor and design are fully coordinated throughout the unit. Every amenity and accessory in each room is of the highest quality. There are three types of properties at this level. One is at the top of the heap for functionality of amenities in the home (multiple refrigerators, game room, enclosed hot/cold exterior showers, ice makers, high tech entertainment areas, etc). The other is at the top of the heap for style/decor (artwork on all walls, luxurious bathrooms and bedding). There is a TV with access to cable or satellite service in every bedroom and a large screen in the living room. High speed wireless internet access is available in this home.

Or, a property can be a 4 Palm rated property in decor and furnishings, but be oceanfront and therefore due to prime location and incredible views be a 5 Palm rated property.

4.5 Palms:

A property can be a 3.5 Palm rated property in decor and furnishings, but be oceanfront and therefore due to prime location and incredible views be a 4.5 Palm rated property.

4 Palms:

This designation is reserved for units in which all furnishings are new or nearly new and in excellent condition. The decor and furnishings represent current design trends and are well coordinated. The kitchen and baths are new or remodeled with top quality finishes. In this home, all bathrooms, bedrooms, and kitchens have been upgraded. There is a TV with access to cable or satellite service in every bedroom and a large screen in the living room. High speed wireless internet access is available in this home.

Or, a property can be a 3 Palm rated property in decor and furnishings, but be oceanfront and therefore due to prime location and incredible views be a 4 Palm rated property.

3.5 Palms:

This designation is for properties in which some bathrooms have been remodeled and/or the kitchen has been remodeled and upgraded. There may be some areas that this property has 4 Palm ratings, but it is not consistent. The owners of these homes are working on upgrading the home and therefore have some Palm 4 amenities and some Palm 3. So, while a kitchen may be upgraded, the bathrooms may not be or vice versa. Or the kitchen or bath may have elements that are upgraded, but not the entire room.

3 Palms:

This designation is for properties that are attractive, show minimal wear on furniture, represent current decorating trends, are well coordinated, but not in every room. These homes are comfortable for guests with kitchen and baths in good working order. Everything listed on property amenities is in good working order.

Or, a property can be a 2 Palm rated property in decor and furnishings, but be oceanfront and therefore due to prime location and incredible views be a 3 Palm rated property.

2 Palms:

This designation is for properties that are comfortable, but have many areas that need improvement. The decor is out-of-date and not fully coordinated and may not be of a particularly high quality. While some decorating theme may be apparent, furnishings are generally older and do not consistently reflect current decorating trends. This is your typical old beach home. Everything listed on property amenities is in good working order.

Or, a property can be a 1 Palm rated property in decor and furnishings, but be oceanfront and therefore due to prime location and incredible views be a 2 Palm rated property.

1 Palm (Economy):

This designation is for properties that are minimally maintained. The furnishings may be mismatched and dated, showing obvious wear and tear or damaged pieces. The appearance is a step up from camping. Rental of this property is attractive due to its location or affordability.

Agreement Read and Understood/Signature of Guest: I hereby acknowledge that I have read, understand and agree to the within terms and conditions of this rental agreement. I understand that I am responsible for payment of all advance payments and rent, as well as all other responsibilities enumerated in this rental agreement and deduct the Trip Cancellation Insurance premium from the Advance Payment. To accept coverage, pay Advance Payment. Coverage will begin 24 hours after your payment is received by Seaside Getaways, LLC. If you have any questions about the coverage, feel free to contact Insure America at 1-866-221-8080. Without the insurance, there will be no refunds due to inclement weather or mandatory evacuations due to hurricanes.

Please list names and ages of all guests below:

_____	_____
_____	_____
_____	_____

All checks should be made payable to Seaside Getaways, and mailed to P.O. Box 793, St. Helena, S.C.

29920. We are going to start processing all checks electronically. You may now give us your checking account and routing number over the phone and it will be processed electronically without you having to mail a physical check.

Please fill out completely even if you have already given us this information, we accept Visa & MasterCard only, Thank you!

I would like to charge the Advance Payment to my credit card (initial here) _____.

I would like to charge the Final Payment on my credit card (Initial here) _____.

Credit card number _____

Exp date _____ CVV2 Code: _____ (last three digits on the signature strip on the back the card)

Customer name on credit card _____

Billing address _____

Check-in: We will email or mail you a Welcome Letter with check-in instructions upon receipt of final payment.

Advance Payment: All reservations require a 50% Advance Payment, due within 7 days after booking. Reservation may be cancelled without notice if the Advance Payment is not received by the Due Date listed above. A copy of the fully executed lease, as Tenant's receipt, for the advance payment will be returned to the Tenant. Tenant may make payments via the **Renter's Login** area of our website. Your user-id is your email address and the password is listed on this agreement below your contact information (first page).

Balance Due: The Final Payment, including any and all fees for goods or services as shown above, must be received by Seaside Getaways, LLC 60 days prior to arrival. Tenant may make payments via the Renter's L area of our website. Your user-id is your email address and the password is listed on this agreement below your contact information (first page). If the balance is not received 60 days prior to arrival, Seaside Getaways shall have the right, without further notification, to deem the reservation cancelled. Acceptable forms of payment include: personal check (preferred method - can do over the phone), credit card, or cashier's check. NO personal checks or company checks will be accepted within the 30 day period prior to check-in. A \$35 handling fee will be charged for all returned checks. For reservations made less than 60 days from check in, funds, or TOTAL as shown above are due immediately. ALL RESERVATIONS MUST BE PAID IN FULL PRIOR TO CHECK IN AND POSSESSION OF THE PREMISES.

Cancellation Policy: Summer reservations at six and seven bedroom homes will not receive a refund if cancelling after the first of the year. For our other properties, if cancellation occurs more than 60 days prior to arrival, renter will receive a full refund, less a \$150 cancellation fee. If cancellation occurs within 60 days prior to arrival and the unit is re-rented for the same rental period and the same rental amount, the Advance Payment less a \$150 cancellation fee, will be refunded. If the unit is re-rented for a lesser amount, the Advance Payment minus the difference in rent and less the \$150 cancellation fee will be refunded. If the unit is not re-rented, there will be no refund.

For Snowbirds (Monthly): Winter months anytime between December-April. You will have 3 months prior to your arrival to cancel in order to receive a refund minus \$150 cancellation fee. If cancellation occurs within the 3 months you will not receive a refund unless the property is re-rented at the same rate

minus \$150 cancellation fee.

Please initial here _____ to acknowledge that you have read and understand the CANCELLATION POLICY.

DISCOUNTED RATES: We offer discounts on extended-stay that are only valid if you complete your stay. In the event of cancellation that shortens stay to less than reserved dates, your invoice will be changed to reflect the higher day rate and sales and bed tax will be added, if applicable.

Damage Waiver Fee: A \$45 nonrefundable damage waiver fee is required for all reservations. The Damage Waiver Fee relieves Guests of the cost for unintentional damage to the Rental Property if reported during stay. The Damage Waiver Fee is \$40.00 for coverage up to \$500.00 of unintentional damage. The Damage Waiver Fee **DOES NOT COVER INTENTIONAL** damage, theft, golf cart damage, excessive cleaning, **unauthorized pets (\$300 fee)**, negligence, misuse, and unintentional damage exceeding the amount of coverage purchased.

Reservation Fee: \$100 non-refundable.

Damage: We ask our guests to report any breakage or damages to us upon occurrence, prior to check out and settle the matter prior to leaving. If there is any damage to the Rental Property or its furnishings, the Guest does agree to be responsible for the cost to repair any damages (not covered by Damage Waiver) done by Guest, Guest's family, or Guest's pet. All Rental Properties are inspected after each Guest by a housekeeper and property inspector, reported, and recorded with Seaside Getaways for appropriate billing. You will be notified within seven days from departure date if any damages have been found. Seaside requires a valid MasterCard or Visa number on file in addition to the Damage Waiver Fee. Guest authorizes Seaside Getaways to charge Guest's credit card in the event of **intentional damage as discussed above**. Guest will be notified of any damage/costs via email or in writing before charges are applied to the credit card. Upon notification, any material damage to the Rental Property will be charged immediately to the Guest's credit card. Guest assumes full responsibility for any items except in the case of normal wear-and tear reported to Seaside Getaways within 24 hours of check-in, and for any items found to be missing.

Seaside Getaways reserves the right to replace the agreed-upon property with another of the same or better/higher property rating (see Property Rating System) if circumstances require. If we have to move your reservation, you will be offered two choices, either a full refund or alternate accommodations. If alternate comparable accommodations are not available, we will offer you what we do have available. If you decide to stay in the alternate accommodations, you release your claim for any refund.

Occupancy/Use: The maximum number of occupants allowed at the rental house is 4. The Guest understands that rental of this house is restricted to families and responsible adults only. Exceeding the maximum number of occupants may result in immediate termination of this rental agreement, refusal to allow the Guest to take possession of, or ejection from the rental house, and forfeiture of all rents or an additional fee of \$500 will be added to the reservation per person exceeding the maximum. Premises to be used for residential purposes only and renters shall peacefully and quietly occupy the same and shall not interfere with the rights of other renters or neighbors. Guest further acknowledges that he/she **MAY NOT** rent the property in connection with a non-family use such as high school, college or civic groups and to do so constitutes a material breach which would be grounds for immediate **EVICTION. NO EXCEPTIONS! NO REFUNDS. PROPERTIES ARE PATROLLED ON A REGULAR BASIS. IT IS A CRIME TO OBTAIN THIS RENTAL UNIT UNDER FALSE PRETENSES.** Renter shall not park or drive vehicles on the lawn or in an area that will obstruct the adjoining drive.

Events: Please call our office ahead of time if you are planning any special event at the property. There are many issues that we must assist with, such as parking, car passes (where relevant), island rules, property rules, occupancy rules and logistics with caterers. Guests that have not planned the event with

Seaside assistance or received written approval from Seaside may be evicted without a refund. There would be an additional fee of \$500 charged to your reservation. Occupancy of the home is never to be exceeded with any overnight guests. This is considered a serious breach of contract and an additional fee of \$200 will be added to the reservation per person exceeding the maximum. We must have accurate numbers to get pre-approval for the event. If there are any damages that occur at the property, Seaside Getaways has the right to charge your credit card for the amount of damages.

Pet: Pets are not permitted in any of the rental properties with the exception of designated "pet friendly" properties. Violation is a material breach and is grounds for immediate eviction. No exceptions and no refunds. For those designated properties that DO allow pets there is an additional non refundable pet fee (\$300 per pet). Pets shall be limited to two (2) domestic, housebroken, nondestructive adult dogs (no puppies). Dogs are allowed on the beach on a leash only. Any unauthorized pets found on the premises will result in an automatic \$400/pet fine.

Smoking: No smoking of any kind inside the house. If you smoke outside, please be respectful and pick up the cigarette butts. Renter also agrees to be responsible for any additional costs to remove the odors/make any repairs as a result of prohibited smoking.

Construction Near Your Cottage: Area communities are always growing and there is a chance that your unit may be located near some construction. We will not issue any full or partial refunds, transfer you to another property, nor cancel your reservation due to nearby construction.

Right of Entry & Inspection: The Guest agrees to permit the Owner and/or the Agent to enter the rental house at reasonable hours for the purpose of making inspections and repairs, after first notifying the Guest. The Guest further agrees to permit the Owner, the Agent, and the Owner's or Agent's authorized agents to enter the rental house and onto the premises during business hours for any purpose relating to the care & maintenance of the rental home & premises (e.g., landscaping, pest control, repairmen, etc.).

Appliances & Utilities: Owner & Agent will endeavor to keep all utilities and appliances in good working condition during the rental term. Please report any problems to the Agent. However, there will be no adjustment in the rent, nor any refund due, as a result of malfunction or breakdown of appliances, electricity, air conditioning, TVs, telephones, VCRs, or any other utilities or accessories.

Linens: Linens, pillows & bath towels are provided. The towels are white, so please only use for bathing. Do not use for make-up removal, cleaning, outside showers or the beach. Damaged towels cost \$10 for bath towels, \$4 for hand towels, and \$3 for each washcloth. Beach towels are not provided; please bring your own from home.

Owner's Closet: The locked closet(s) contain(s) the property of the Owner & is (are) NOT to be opened under any circumstances.

Telephone Use: The Guest agrees NOT to make any long distance or toll calls from the Owner's phone, with the exception of homes that include free long distance. Please be aware that calls to Hilton Head (typically used for AOL access) may be made with 7 digit dialing, but it IS a toll call, & therefore should NOT be made so as to be charged to the Owner's account. Please bring a long distance calling card. There is no AOL access number on our islands.

Indemnification: The Guest agrees to keep the rental house in reasonably clean condition. The Guest further agrees to indemnify the Owner for any damages to or loss from the rental house, grounds, furnishings, appliances, household items, and any other of the Owner's property resulting during the Guest's rental term, normal wear & tear and the sole negligence of owner and/or agent excepted. The Guest agrees to reimburse the Owner for any such damages or loss as soon as the amount is determined but not longer than 3 months. The Guest further agrees to indemnify and hold the Owner and the Agent harmless

from any claim or liability for any loss or damage whatsoever arising from, related to, or in connection with the rental of this rental house, including but not limited to any claim for personal injury or damage or loss of property which is made, incurred or sustained by the Guest or other occupants or invitees of Guest, excepting if such damage or loss results directly from the willful misconduct or sole negligence of the Owner or the Agent. Neither the Owner nor Agent are responsible for any of the Guest's (or other occupants) valuables, cash, or other property during the rental term or thereafter left at the rental house.

Default by the Guest/Early Termination/Attorney's Fees: If the Guest or any of the occupants inhabiting the rental house during the term of this rental agreement violate any of the covenants or conditions of this rental agreement, then the Guest agrees that the Owner and Agent may terminate this rental agreement. The Guest (and all occupants) shall immediately vacate the premises upon being notified of termination, and shall not be entitled to any refund. Upon termination it is expressly understood by the guest that the Guest hereby waives any rights which the Guest may have under South Carolina landlord-tenant law. If the Owner or the Owner's Agent engages an attorney or otherwise institutes legal proceedings for the purposes of enforcing any covenant or condition contained in this rental agreement, including but not limited to the collection of rent, reimbursement for unauthorized long distance telephone charges &/or internet access, reimbursement for damages or loss to the rental property, or because of any other breach of or default under any covenant or condition hereof, then the Owner shall be entitled to recover any costs or expenses of such action including but not limited to reasonable attorneys fees.

Entire Agreement: This written rental agreement expresses the entire agreement between the parties, and there is no other agreement, oral or otherwise, supplementing, varying, or modifying any terms and conditions set forth herein. The parties further agree that any agreement subsequent to the date of this rental agreement supplementing, varying, or modifying any of the terms and conditions set forth herein shall be in writing and must be executed in the same manner as this rental agreement in order to be of any force/effect.

Governing Law: This rental agreement shall be interpreted, construed, and applied in accordance with the laws of the State of South Carolina.

- **No Smoking:** NO SMOKING is allowed in the property.
- **Parking:** Maximum of 2 cars and all parking must be on the lot not on the street.
- **Lockbox access:** This home uses a lockbox and key to allow you access. If you arrive at night, you will need a flashlight to see well enough to enter the code. The 4 digit code is located above. Simply turn the dials to the correct combination and firmly pull down on the black lever located to the left of the dials and pull outward to open the box. There will only be one key in the box and additional keys will not be provided for additional family members. We suggest leaving the key in the box so that other family will not be locked out. Type 2 lockboxes will have a series of buttons. Simply press the code and pull downward on the top button to open the box. To close the box you will need to clear the code by pulling down on the lower center button and then enter the code. Pull down on the top button and put the face back into place and release. If you experience any problems, we are available 24/7 to assist. Just call 843-838-8001 and press 3. IMPORTANT: please make sure to return the key to the lockbox and scramble the code prior to leaving.
- **Linen Service:** We sincerely hope that you found our linens neat and clean. Our linens are washed off site in our laundry facility so there is no need for you to help wash any linens before you checkout.

By signing this agreement, you have read and agree to all the terms and conditions throughout this contract.

I certify that I, as the renting party, am at least 25 years of age and will provide a photo copy of my drivers license as proof of age.

Guest Name _____ Date _____

Birth Date: _____

****Refer a Friend (s) or Family and Receive \$100 off your Vacation****

STAFF REPORT

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

Case Number: ZB15-09
Property Address: 507 West Street
Applicant: Jean Avent
Type of Request: Special Exception for Short Term Rental
Zoning: TBR Old Commons District

Background: The property is located at 507 West Street in the Old Commons neighborhood of the Historic District (see Site Location Map attached). The property is identified as District 120, Tax Map 4, Parcel 713. The lot is zoned "Traditional Beaufort Residential District Old Commons" (TBR). A single-family dwelling is located on the lot. The building is considered a contributing structure according to the Beaufort County Above Ground Historic Resources Survey. The building recently underwent a substantial rehabilitation and the property owner is to be commended for the work. Photos of the property are attached.

The applicant, who is the property owner, desire 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 TBR Old Commons 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, Seaside Getaways, 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. The rental agreement limits the number of vehicles on the site to two and stipulates that vehicles are to park on the premises, not on the street.

The property currently does not have any formalized on-site parking. The applicant has submitted a landscape plan that shows the location of the proposed parking. The driveway will have room for two stacked vehicles. Since the rental agreement limits the number of vehicles on the site to two, this is acceptable. The parking area must be developed before the business license for the rental is issued.

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.

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 Old Commons 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

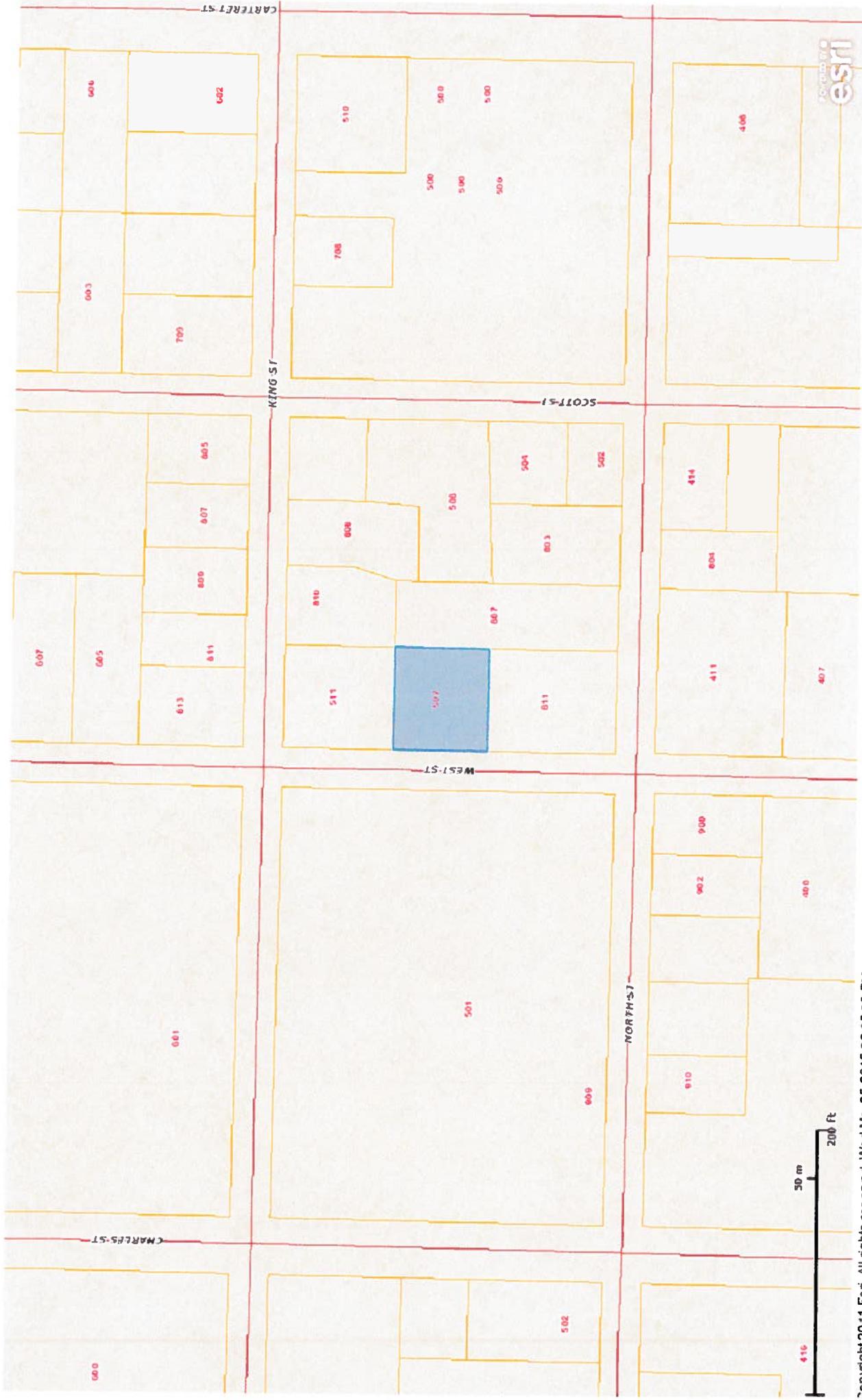
surrounding property or upon the general public. The UDO stipulates that the Board shall consider six criteria in its review of an application for a special exception. Staff comments on how the application relates to these criteria follows.

- (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 property is located behind the Charles Street Post Office and is a short walk from 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. A major restoration of the property was recently completed.
- (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;
- that a monitored fire alarm system be installed; and
- that the driveway shown on the landscape plan be installed.

507 West Street





507 West Street

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**

ADDRESS	NEIGHBORHOOD
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