

**CITY OF BEAUFORT  
ZONING BOARD OF APPEALS  
Staff Report and Recommendations  
Meeting of 28 May 2014**

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**Case Number:** ZB14-05  
**Property Address:** 1711 King Street  
**Applicant:** Beaufort Rentals, LLC  
**Type of Request:** Special Exception for Short Term Rental  
**Zoning:** GR District

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**Background:** The property is located at 1711 King Street, at the corner of King and Hamar Streets in the Northwest Quadrant neighborhood of the Historic District (see Site Location Map attached). The property is identified as District 120, Tax Map 3, Parcel 224. The lot is zoned "GR General Residential District" (GR). A single-family dwelling is located on the lot. Photos of the property are attached.

The applicant desires to manage rental of the dwelling unit 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 criteria that the Board must consider in reviewing an application for a special exception are set out in Section 3.16.D. of the UDO (attached). The ordinance permitting short term rentals is attached.

The applicant is a real estate management company. The applicant manages other short term rental properties. The applicant has provided copies of the rental agreement they will use. The property management plan is attached. The agreement states there is a minimum 3-night stay which exceeds the ordinance requirements (a 2-night stay is the minimum). There is adequate on-site parking available. A monitored fire alarm system will be installed.

**Public comment:** The property was posted on May 12. The public hearing notice referencing this application appeared in the May 13, 2014 edition of *The Beaufort Gazette*. Letters were sent to adjoining property owners on May 14. Staff has received no public comments on this application as of the date of this writing.

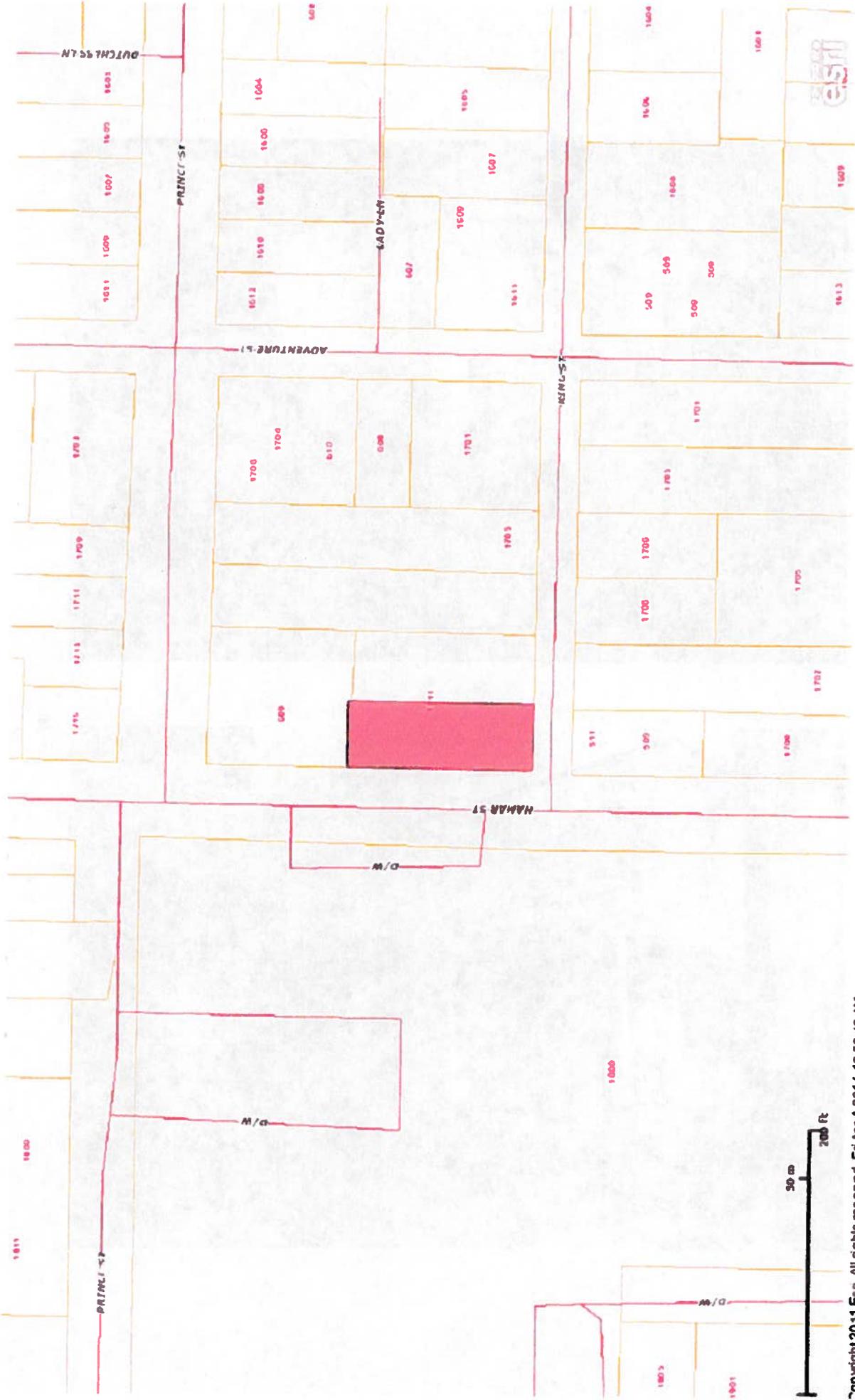
**Criteria for approval of a special exception set out in Section 3.16:**

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 property is located on King Street, one block from Bay Street, a collector street. The property is located across Hamar Street from Beaufort Elementary School. The lot is close to Ribaut Road, a major arterial, and is within walking distance of downtown.
- (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 general 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 given that the property owner lives in the area.
- (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 since a monitored fire alarm is required be installed. In addition, the applicant represents a professional real estate management firm with experience on managing short term rental units.

**Staff recommendation:** Staff recommends approval of the special exception.

# 1711 King Street







### 3.16 Special Exceptions

#### A. Purpose

Special exceptions shall be used to permit uses subject to the terms and conditions for the uses set forth for such uses in this UDO. Uses permitted by special exception are declared to possess characteristics which require certain controls in order to insure compatibility with other uses in the zoning district within which they are proposed. The Zoning Board of Appeals shall hear and decide requests for special exceptions.

#### B. Application

A special exception application form as published by the Administrator and appropriate fee as required by Section 3.1 shall be required, along with such accompanying material as is required to ensure compliance with the criteria listed below.

#### C. Approval Process

##### 1. Staff Review and Report

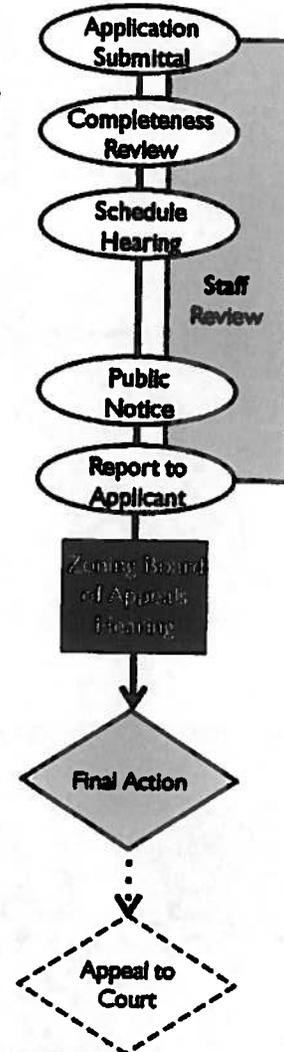
The Administrator shall prepare a staff report that reviews the proposed development in light of the Comprehensive Plan, the review criteria listed below, and the requirements of this UDO. A copy of the report shall be provided to the Zoning Board of Appeals and the applicant before the scheduled hearing.

##### 2. Mailed Notice

A courtesy notice of any Special Exception Application shall be provided by US Mail to all property owners within 200 feet of the subject property. Failure to provide such notice shall not be considered a jurisdictional defect, provided that published notice in accordance with Section 3.1 has been provided.

##### 3. Action by Board of Zoning Appeals

- a. Following posted and mailed notice in accordance with Section 3.1 Approval Procedures, the Zoning Board of Appeals shall hold a public hearing on the Special Exception application.
- b. After review of the application and the public hearing, the Zoning Board of Appeals shall make a written finding and approve, approve with modifications or conditions, or disapprove the request.
- c. If approval, or approval with modifications or conditions is granted, the decision shall be communicated in writing within 15 days to the applicant, and the applicant shall then be authorized to submit a development permit application consistent with this ordinance.



**D. Special Exception Review Criteria**

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 Board shall consider the following criteria in its review:

1. Whether the proposed use is compatible with existing land uses in the surrounding area;
2. Whether the proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area;
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;
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;
5. Likely impact on public health and safety; and
6. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts.

**E. Conditions**

The Zoning Board of Appeals may impose such conditions and restrictions upon the application as may be necessary to minimize or mitigate any potential adverse impacts of the proposed use.

**F. Appeal**

Any party aggrieved by the Zoning Board of Appeals' decision may appeal such determination to the Circuit Court of Beaufort County by filing with the Clerk of the Court a written petition within 30 days after the decision of the Board is postmarked, in accordance with the procedures found in Section 3.18 of this UDO.

**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.



## RENTAL RULES AND REGULATIONS

Property Address: \_\_ 1711 King St\_\_\_\_\_

\_\_Beaufort, SC 29902\_\_\_\_\_

1. **CHECK-IN TIME IS AFTER 3 P.M. EST AND CHECK-OUT IS 10 A.M. EST. NO Early Check-ins.**
2. This is a **NON SMOKING** unit.
3. **Pets** are not permitted in rental units unless arrangements are made previously.
4. We will not rent to vacationing students or singles under 25 years of age unless accompanied by an adult guardian or parent.
5. **Noise Ordinance-** There is to be no amplified music between the hours of 9:00 PM and 8:00 AM.
6. **DAMAGE/RESERVATION DEPOSIT-** A damage/reservation deposit of \$\_\_\_\_\_ is required. This must be received within seven (7) days of booking the reservation. The deposit automatically converts to a security/damage deposit upon arrival. The deposit is **NOT** applied toward rent; however, it is fully refundable within (14) days of departure, provided the following provisions are met.
  - a. No damage is done to unit or its contents, beyond normal wear and tear.
  - b. No charges are incurred due to contraband, pets or collection of rents or services rendered during the stay.
  - c. All debris, rubbish and discards are placed in outside trashcan, and soiled dishes are placed in the dishwasher and cleaned. One load of laundry is started.
  - d. All keys are left in the lock box and the unit is left locked.
  - e. All charges accrued during the stay are paid prior to departure.
  - f. No linens are lost or damaged.
  - g. **NO** Early check-in or late check-out.
  - h. Parking passes are left inside the unit upon departure. (if applicable)
  - i. The renter is not evicted by the owner (or representative of the owner), the local law enforcement, the security company employed by Beaufort Rentals, LLC.
1. **PAYMENT** - An advance payment equal to 50% of the rental rate is required 60 days before arrival. The advance payment will be applied toward the room rent. Please make payments in the form of credit card, traveler's checks, bank money orders, cashiers checks or personal checks payable to Beaufort Rentals, LLC. The advance payment is not a damage deposit. The **BALANCE OF RENT** is due fourteen (14) days before your arrival date.
2. **CANCELLATIONS** - A sixty (60) day notice is required for cancellation. Cancellations that are made more than sixty (60) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a

shortened stay, that are made within 60 days of the arrival date, forfeit the full advance payment and damage/reservation deposit. Cancellation or early departure does not warrant any refund of rent or deposit.

**3. MONTHLY RESERVATION CANCELLATIONS** - Monthly renters must cancel one hundred twenty (120) days prior to check-in. Monthly renters who make a change that results in a shortened stay must be made at least ninety (90) days prior to check-in.

**4. MAXIMUM OCCUPANCY**- The maximum number of guests is limited to   5   persons. **THIS PROPERTY REQUIRES A THREE (3) NIGHT MINIMUM STAY.**

**5. Longer minimum stays** may be required during holiday periods. If a rental is taken for less than three days, the guest will be charged the three-night rate.

**6. INCLUSIVE FEES** - Rates include a one-time linen-towel setup. Amenity fees are included in the rental rate.

**7. NO DAILY MAID SERVICE** - While linens and bath towels are included in the unit, daily maid service is not included in the rental rate however is available at an additional rate. We do not permit towels or linens to be taken from the house.

**8. RATE CHANGES** - Rates subject to change without notice.

**9. FALSIFIED RESERVATIONS** - Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.

**10. WRITTEN EXCEPTIONS** - Any exceptions to the above mentioned policies must be approved in writing in advance.

**11. PARKING** - Renters must park in the designated driveway, there is to be no parking on the grass or roadway. **Maximum of 2 OVERNIGHT GUEST VEHICLE.** Failure to comply may result in towing of vehicle at renter's expense.

**12. Trash** - Renters are responsible for taking the trashcan to the roadside for pick up Thursday morning. All trash cans must be removed from the roadside within 24 hours of pick up.

**13. HURRICANE OR STORM POLICY** - No refunds will be given unless:

a. The National Weather Service orders mandatory evacuation in a "Tropical Storm/Hurricane Warning area" and/or

b. A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.

The day that the National Weather Service orders a mandatory evacuation order in a "Tropical Storm/Hurricane Warning," area, we will refund:

a. Any unused portion of rent from a guest currently registered,

b. Any unused portion of rent from a guest that is scheduled to arrive, and wants to shorten their stay, to come in after the Hurricane Warning is lifted; and

c. Any advance rents collected or deposited for a reservation that is scheduled to arrive during the "Hurricane Warning" period.

**By Signing Below, I agree to all terms and conditions of this agreement**

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

MANAGEMENT Agreement  
Beaufort Rentals LLC

This Agreement is made by and between Beaufort Rentals LLC and, Blake Y. [Signature] hereinafter referred to as OWNER to secure the services of Beaufort Rentals, LLC and all of its employees in the management of real property known as 1711 KINA ST referred to as PREMISES, for a period beginning on 6/14 and ending on 6/16, and subject to the following terms.

1. **APPOINTMENT AND AUTHORITY OF BEAUFORT RENTALS, LLC**

A. OWNER hereby appoints Beaufort Rentals, LLC as the sole and exclusive property manager to rent, lease, manage, and operate the PREMISES. The OWNER, however, retains the right to make all management decisions concerning establishing parameters for the new tenants, rental terms, and capital or repair expenditures in excess of \$200.00, and must advise Beaufort Rentals, LLC of these terms at the onset of this Agreement.

B. It is agreed that Beaufort Rentals, LLC is entitled to compensation as provided herein in connection with any lease that may be executed during the term of this Agreement, even if said lease was negotiated by the OWNER or any other party. Beaufort Rentals, LLC shall be paid compensation at the rate as provided herein in connection with any lease which is being negotiated at the time of termination of this Agreement if the tenant was introduced to the PREMISES by Beaufort Rentals, LLC.

C. The OWNER agrees to deposit with Beaufort Rentals, LLC two hundred dollars (\$200.00) to be placed in a non-interest bearing escrow account. These funds are to be used only for repairs and maintenance items and will be replaced out of current rent money as necessary to keep the amount at the same level.

2. **TERMS IN THE EVENT THAT THE PREMISES ARE RENTED OR LEASED THROUGH THE EFFORTS OF BEAUFORT RENTALS, LLC, AND THE LEASE TERM RUNS LONGER THAN THE TERMS OF THE AGREEMENT, BEAUFORT RENTALS, LLC SHALL CONTINUE TO BE COMPENSATED AS STATED IN PARAGRAH 5.**

1 A. In the event that the PREMISES is not rented or leased within sixty (60) days of the date of this Agreement, or remains vacant without being subject to a lease for any sixty (60) day period, either party may terminate this Agreement upon thirty (30) days written notice to the other party of such intention to terminate, provided that such written notice is delivered to the other party prior to the rental or lease of the PREMISES through the efforts of Beaufort Rentals, LLC. If the PREMISES contain multiple rental units, the termination provisions of this section will only apply if all units were not rented or leased within sixty (60) days of the date of this Agreement, or all units remained vacant for any sixty (60) day period. Termination of this Agreement shall not adversely affect the rights of tenants under then existing leases.

1 B. With thirty (30) days written notice, either party may terminate this Agreement at the end of the initial term if the PREMISES is vacant, but if no notice is given, then this Agreement will be extended on a month-to-month basis on the same terms and conditions contained in the Agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month arrangement.

3. **REPAIRS ALTERATIONS AND CREDITS**

OWNER hereby gives Beaufort Rentals, LLC the following authority and powers and agrees to pay promptly on demand all legitimate expenses in connection with the following: to purchase necessary supplies; to contract for such utility services as Beaufort Rentals, LLC may deem advisable; to make necessary repairs to the PREMISES without the express written consent of OWNER, limited to \$200.00 in any month, and to make OWNER authorized alterations and decorations. In addition to other authority of Beaufort Rentals, LLC, Beaufort Rentals, LLC may pay or incur without limitation on behalf of OWNER monthly or recurring operating charges and/or emergency repair, if, in the reasonable opinion of Beaufort Rentals, LLC, such repairs are necessary to protect the property from damage or maintain services to the tenants as called for in state law or the Rental Agreement. Beaufort Rentals, LLC is authorized on behalf of OWNER to hire, discharge, supervise and pay any employees or contractor for work performed. All providers of services shall be deemed to be acting on behalf of the OWNER and not Beaufort Rentals, LLC. Beaufort Rentals, LLC will not be liable to the OWNER or others for any fact, default or negligence on the part of such persons, contractors or other workmen, providing Beaufort Rentals, LLC has taken reasonable care in engaging them, or their employers. While all tenant rental contracts state there is no compensation for temporary disruption of essential services of the property during the period the property is rented, Beaufort Rentals, LLC is authorized to make rental rebates as Beaufort Rentals, LLC deems appropriate. Beaufort Rentals, LLC is authorized,

and shall use its best efforts to correct any such problems as quickly as possible in order to maximize rental income. In the event maintenance and repairs are necessary during months when no rental revenue is received, the OWNER will be billed direct for such incurred expenses.

4. **BEAUFORT RENTALS, LLC'S RESPONSIBILITIES**

In addition to the foregoing, Beaufort Rentals, LLC will perform the following functions on the OWNER'S behalf:

A. Make reasonable efforts to collect all of the rents and other fees due from the tenants when such amounts become due, and deposit same into an agency account maintained on behalf of the OWNER, but Beaufort Rentals, LLC does not guarantee the payment of any tenant's rent;

B. Withdraw from such account all funds needed for proper disbursements for expenses payable by the OWNER including without limitation, Beaufort Rentals, LLC's compensation; remit balance of rent to the OWNER at OWNER's address, or deposited in an account specified by the OWNER. Any disbursements sent will be accompanied by a written statement. If the disbursements are deposited in the OWNER's account, the OWNER will receive a statement every quarter.

C. Beaufort Rentals, LLC shall make a good faith effort to obtain tenants for the PREMISIS, but can not make any guarantee that tenants can be found.

D. Collect and place into escrow accounts, as required by law, security deposits under any lease. Beaufort Rentals, LLC is authorized to disburse the security deposit at such times and to such persons as Beaufort Rentals, LLC shall in good faith believe to be entitled to such funds in accordance with the South Carolina Laws governing security deposits. Any interest earned on said deposits, shall with tenant's permission belong to Beaufort Rentals, LLC. It is understood and agreed between the parties that it is not the responsibility of Beaufort Rentals, LLC to make a complete inventory and inspection of each item upon each vacation of the premises by the tenant, but rather generally inspect for major item loss and damage. The OWNER agrees to save Beaufort Rentals, LLC harmless of liability of cost of damages or theft caused by tenants or others.

E. While each property will have its own individual Internet advertisement, Beaufort Rentals, LLC will group all rental properties by location, similarity and number of bedrooms and use this grouping to encourage renters requesting booked properties to book a similar unit under our management. Owners proceeds will vary based upon property owners and owner guests use, quality of décor and amenities of property, location and view.

5. **BEAUFORT RENTALS, LLC'S COMPENSATION for rental periods more than sixty (60) days**

A. SET UP - \$125.00 Set up fee payable upon execution of this contract.

B. FOR MANAGEMENT - a fee equal to 12.00% of gross rent receipts collected including all sums collectible under any leases, with a minimum of \$40.00, and 50% of any late charges.

B. CHARGES TO TENANTS - Returned Check Charges, Security Deposit Administration Charge and application fees paid by tenants under any lease are the property of Beaufort Rentals, LLC to offset expenses in enforcing the respective provisions.

C. If the PREMISES is sold prior to leasing the OWNER must pay Beaufort Rentals, LLC a fee of fifty dollars (\$50.00) per month that the home was advertised for lease. The fee must be accompanied with a written termination letter.

6. **BEAUFORT RENTALS, LLC'S COMPENSATION for rental periods less than sixty (60) days**

A. SET UP - \$300.00 Set up fee payable upon execution of this contract.

B. ANNUAL RENEWAL - \$200.00 fee due upon the anniversary of this contract.

B. FOR MANAGEMENT - a fee equal to 20.00% of gross rent receipts collected including all sums collectible under any leases, with a minimum of \$40.00, and 50% of any late charges.

B. CHARGES TO TENANTS - Returned Check Charges, Security Deposit Administration Charge and application fees paid by tenants under any lease are the property of Beaufort Rentals, LLC to offset expenses in enforcing the respective provisions.

7. **INDEMNIFICATION**

OWNER agrees (a) to indemnify, defend and save Beaufort Rentals, LLC harmless from all loss, expense, damage, claim, suits and costs whatsoever (including without limit attorney's fees and expenses) incurred and arising from performance or attempted performance by Beaufort Rentals, LLC of its duties and powers hereunder whether for personal injury, personal property damage and/or property damage suffered by any person whomsoever on or about the PREMISIS or otherwise, and (b) to carry at OWNER'S expense liability insurance of at least \$300,000 to protect

the interest of the parties hereto. Beaufort Rentals, LLC also shall not be liable for any error of judgment or for any mistake of fact or law or for anything which Beaufort Rentals, LLC may do or refrain from doing, hereinafter, except in cases of willful misconduct or gross negligence. Beaufort Rentals, LLC shall not be responsible for any damage to the PREMISES, under any circumstance, by the tenant or others.

8. **LEGAL PROCEEDINGS**

Beaufort Rentals, LLC is empowered to sign and/or cancel leases on OWNER's behalf, to enforce the provisions of same, to institute legal action or other proper proceedings to collect rents and other sums due, and when expedient, to settle, compromise and release such sections and suits, and to dispossess tenants, and other persons, including without institution of eviction proceedings in the name of and on behalf of OWNER. Beaufort Rentals, LLC may select the attorney of Beaufort Rentals, LLC's choice to handle any such matter and incur court costs at OWNER's expense. Beaufort Rentals, LLC is not responsible for defending OWNER against any claim brought in a proceeding or court action.

9. **BINDING AUTHORITY**

This Agreement shall be binding upon the successors and assigns of Beaufort Rentals, LLC, and upon the heirs, administrators, executors, successors, and assigns or OWNER.

10. **COMMUNICATIONS/NOTICE**

OWNER agrees to receive any and all communication from the Beaufort Rentals, LLC at the address, phone, and fax numbers and the email address below. Any notice required or permitted to be given pursuant to the provisions of this Agreement shall be deemed given (1) when delivered personally, or (2) on the date such notice is deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, at following address.

Beaufort Rentals LLC  
P.O Box 745  
Beaufort, SC 29901  
Phone: (843) 812-4494  
Fax: (843) 379-4270  
Email: vacation@beaufortrentals.net

OWNER

Yaralian

Phone: 843 209 8266 719 539 5489

Fax:

Email: Blurbitt@aol.com

11. **OWNER REPRESENTATIONS AND WARRANTIES**

A. OWNER represents and warrants to Beaufort Rentals, LLC that, to the best of OWNER's knowledge, the PREMISES are free of hazardous and/or toxic wastes and/or substances (as such terms are defined under applicable federal and state laws); that the PREMISES are fit for human habitation; that there are no hidden or latent defects or conditions on or affecting the PREMISES, that the PREMISES are not the subject of any order to repair or to demolish or other order of any governmental authority; that the PREMISES comply with all currently applicable laws, statutes and governmental rules and regulations; that the OWNER will at all times during the term of this Agreement fully and promptly comply with the lawful requirements of all applicable governmental authorities.

B. OWNER declares that all mortgage payments have been made and account is current.

C. OWNER declares that there are operating smoke detectors on the PREMISES.

12. **FORCE MAJEURE**

Any delays in the performance of any obligation of Beaufort Rentals, LLC under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Beaufort Rentals, LLC, and any time periods required for performance shall be extended accordingly.

13. **PAYMENT FROM OWNER'S FUNDS**

Beaufort Rentals, LLC shall have no duty to expend Beaufort Rentals, LLC's individual funds in fulfillment of Beaufort Rentals, LLC's responsibilities under this Agreement. All payments required or permitted to be made by Beaufort Rentals, LLC shall be made from OWNER's funds. OWNER agrees to deposit with Beaufort Rentals, LLC promptly on demand such funds as may be necessary in Beaufort Rentals, LLC's reasonable judgment for performance by Beaufort Rentals, LLC as provided in this Agreement.

14. **BINDING EFFECT**

This Agreement shall be binding on, and for the benefit of the parties hereto and their respective heirs, successors and assigns. This Agreement shall be governed by, interpreted under and enforced in accord with the law of the State of South Carolina. This along with the property checklist is the entire Agreement between the parties and may not be modified except in writing signed by both parties.

15. **SURVIVAL**

Indemnification and other provisions of this Agreement which benefit Beaufort Rentals, LLC shall survive any termination of this Agreement.

16. **CREDIT CARD CHARGES**

Beaufort Rentals, LLC may allow for payments of rents or damage deposits to be made by credit card for those rentals periods less than sixty (60) days. Bank charges related to the use of credit cards for payment of rent or deposits for rental periods less than sixty (60) days shall be deducted from the OWNER'S payout as an additional cost.

17. **OWNER'S USE**

OWNER, family, and personal guests will be allowed to use the property at any time if no prior reservation has been made and OWNER requests and obtains confirmation of a reservation for the period in question through Beaufort Rentals, LLC. OWNER'S account will be charged the appropriate cleaning fee unless prior payment arrangements are made with Beaufort Rentals, LLC. OWNER and OWNER'S personal guests agree to observe the standard check-in and checkout times unless arrangements are made prior to arrival through Beaufort Rentals, LLC.

18. **RENTAL INCOME**

OWNER acknowledges that Beaufort Rentals, LLC makes no guarantee regarding amounts of rental income or expenses and that no inducements or representations of annual income or tax benefits have been made.

19. **PREMISES FOR SALE**

The OWNER agrees to advise Beaufort Rentals, LLC in writing when the property is to be for sale. Salespersons must comply with the procedures established by Beaufort Rentals, LLC regarding sales and sign out of keys to the property. Beaufort Rentals, LLC specifically denies and the OWNER hereby release Beaufort Rentals, LLC from all responsibilities for any loss suffered by the OWNER as the result of issuance of keys to salespersons. The OWNER agrees to direct all suggestions, complaints and requests for special arrangements, in writing, directly to the office of Beaufort Rentals, LLC.

WHEREFORE, the parties have executed this Management Agreement or caused the same to be executed by their authorized representative.

THIS Agreement supersedes all prior written or oral Agreements and can be amended only through a written Agreement signed by both parties

IN WITNESS WHEREOF, the parties hereto have subscribed their names on this 12 day of March, 2014.

\_\_\_\_\_  
Beaufort Rentals, LLC

Blake Yastrow  
\_\_\_\_\_  
OWNER

\_\_\_\_\_  
WITNESS TO Beaufort Rentals, LLC

\_\_\_\_\_  
WITNESS TO OWNER



**\$ PAID**  
3/17/14 CL

City of Beaufort Zoning Board of Appeals  
1911 Boundary Street  
Beaufort, South Carolina 29902  
Phone (843) 525-7011, Fax (843) 986-5606  
E-Mail: [planning@cityofbeaufort.org](mailto:planning@cityofbeaufort.org)  
\*Revised October 7, 2010\*

Application Fee  
✓ \$300

**SPECIAL EXCEPTION APPLICATION**

OFFICE USE ONLY: Date Filed: 3-12-14 Application #: ZB14-05 Zoning District: G7K

**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): Beaufort Rentals LLC  
Address: PO Box 745 Beaufort, SC 29901  
Telephone: (843) 812-4494 [day] \_\_\_\_\_ [fax]  
E-mail: vacation@beaufortrentals.net

OWNER(S) if other than Applicant(s): Blake Yarbman  
Address: 219 Scott St pmb # 145 Beaufort SC 29902  
Telephone: 843 209 8266 [day] - [fax]

PROPERTY STREET ADDRESS: 1711 King St  
Tax Map No.: R120 003 000 0802 0000  
Parcel No.: 111 00035

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 X 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: 3.12.14 Owner's Signature: Blake Yarbman

I (We) certify that the information in this application is correct.  
Date: 3/12/14 Applicant's Signature: LC Cuppen

**City of Beaufort Zoning Board of Appeals**  
**1911 Boundary Street**  
**Beaufort, South Carolina 29902**  
**Phone: (843) 525-7011, Fax: (834) 986-5606**  
**E-Mail: planning@cityofbeaufort.org**  
**\*Revised October 7, 2010\***

**APPLICATION FOR SPECIAL EXCEPTION**

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

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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: There are other short term rentals in the area. Short term rental use is residential and conforms to other properties that surround it.
  - 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.
  - 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 no additional impact. The property has been used for residential use and there would be no impact in density.
  - 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: There are no changes to the property, and it would still be used as a residence.
  - e. The likely impact on public health and safety is as follows: Applicant expects no impact on public health + safety because the density and residential use will not change.
  - f. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts is as follows: None foreseen.
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[A site plan must be submitted]