

PAID

AP 10181

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

Application Fee
\$300

Revised October 7, 2010

SPECIAL EXCEPTION APPLICATION

OFFICE USE ONLY: Date Filed: 7-7-14 Application #: ZB11-15 Zoning District: R-2

PAID

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): Tina & Bryon Horner
Address: 3083 Waters Edge Dr., Morristown, TN 37814
Telephone: 423-258-9827 [day] _____ [fax]
E-mail: teehorner@hotmail.com

OWNER(S) if other than Applicant(s): _____
Address: _____
Telephone: _____ [day] _____ [fax]

PROPERTY STREET ADDRESS: 915 Lafayette St.
Tax Map No.: R120.002.000.0130.0000
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: _____ Owner's Signature: _____

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

Date: 6-23-14 Applicant's Signature: Tina Horner

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

Applicant hereby appeals to the Zoning Board of Appeals for a special exception for a (ex. Type 2 Home Occupation) R-2 Single family residence

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).

- I. 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: Single family dwelling
 - b. The proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area in that: the house and landscaping are compatible with to other homes in the area.
 - 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: No negative impact.
 - 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: No design change was made to structure.
 - e. The likely impact on public health and safety is as follows: No impact on public health or safety
 - f. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts is as follows: minimal noise and lights possible from centers.

[A site plan must be submitted]

GRAPHIC SCALE



LEGEND

- CH(O) = CONCRETE MONUMENT OLD
- CH(N) = CONCRETE MONUMENT NEW
- RE(O) = 1/2" REBAR FOUND
- RE(N) = 1/2" REBAR SET
- OP = OVERHEAD POWER LINES

GENERAL NOTES:

- 1.) PRESENT OWNER OF PROPERTY SHOWN HEREON:
JOHN KEITH
- 2.) TRN # 120-02-130
- 3.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH PROPERTY IS LOCAL ATTRACTION.
- 4.) ELEVATION (M/A) FOR FEMA PANEL #150028-0005-D
DATED: SEPT. 24, 1988

REFERENCE PLATS & DEEDS

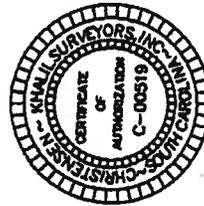
- 1.) DEED 574/ 411

CERTIFICATION:

I, THOMAS A. KHALIL, SURVEYOR, STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MANUAL STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "B" AS SPECIFIED THEREIN.

Thomas A. Khalil
THOMAS A. KHALIL, RLS
S.C. REG. NO. 13178

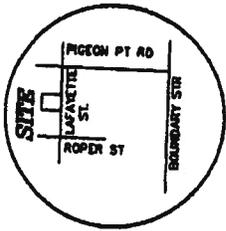
[THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND DUBBED SEAL.]



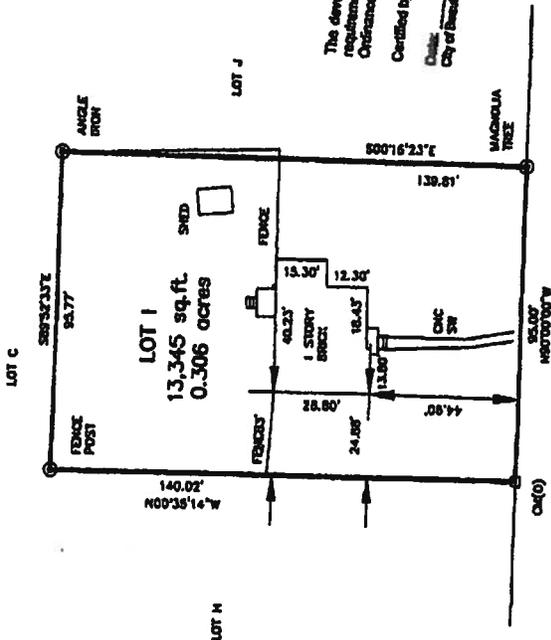
CHRISTENSEN ~ KHALIL SURVEYORS, INC.

1816 BOUNDARY STREET, BEAUFORT, S.C. 29902
(843) 824-4148 • FAX (843) 824-4148
ckal@khalil.net

S-5250



LOCATION MAP
NTS



EXEMPT

The development plan shown herein is exempt from the requirements of the City of Beaufort Unified Development Ordinance according to the provisions in Article 6.1.B.

Certified by: *Thomas A. Khalil*
Date: 01-28-04
City of Beaufort Planning Department

PLAT SHOWING
LOT 1, BLOCK "F"
BEAUFORT SHORES SUBDIVISION
TRN # 120-02-130
PREPARED FOR
SWL PROPERTIES, LLC
CITY OF BEAUFORT
BEAUFORT COUNTY, SOUTH CAROLINA
DATED: JAN. 21, 2004
SCALE: 1"=40'

LAFAYETTE STREET 50' R/W



Recvd 7/7/14
for 7/28/14
(ZB14-15)



ZB14-15
RECEIVED
JUL - 7 2014
for 7-28-14





Management Plan

Guest check in/out - There will be a lock box on the front door of the cottage. We will speak with the renters a few days before check in to give them the code to enter. The maid service will come in the day of check out to make sure things are in order.

The cottage will be cleaned by Lowcountry Maid Service. They will contact us after each cleaning.

A neighbor does our lawncare (mows, trims, cleans roof, picks up debris). He will also put the roll cart to the curb and bring it back in.

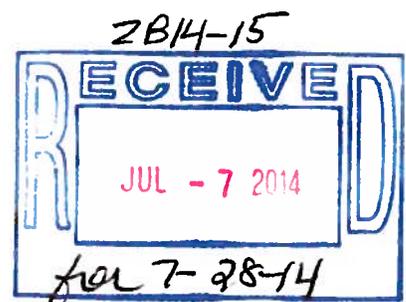


SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made by and between Bryon & Tina Horner ("Homeowners") and _____ ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. **Property.** The property is located at 915 Lafayette St, Beaufort, SC.
2. **Rental Party.** The rental party shall consist of Guest and the following persons:

3. **Maximum Occupancy.** The maximum number of guests is limited to 7 people. An additional charge of \$5.00 per day for more than 5 guests will be assessed.
4. **Term of the Lease.** The lease begins at 3:00 pm on _____ (the "Check-in Date") and ends at 11:00 am on _____ (the "Checkout Date").
5. **Minimum Stay.** This property requires a 2 night minimum stay.
6. **Rental Rules.** Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.



7. Rental Deposit fees. A deposit of \$_____ is due at time of booking. The deposit is for security and shall be refunded with 7 days of the Checkout Date provided no deductions are made due to:

- a. damage to the property of furnishings;
- b. dirt or other mess requiring excessive cleaning; or
- c. any other cost incurred by Homeowner due to Guest's stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowners immediately.

8. Cancellation Policy: If Guest wishes to cancel the reservation, the deposit will not be refunded.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowners:

Guest:

Name (print):

Name (print):

Bryon & Tina Horner

Date:

Date:

Phone # (during stay):

Phone # (during stay):

423-258-9827

Exhibit A

RENTAL RULES

1. Smoking is NOT allowed.
2. People other than those in the Guest party set forth may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
3. The cottage is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order.
5. Only use appliances for their intended uses.
6. PETS are permitted only with prior approval and the **Pet Addendum** must be completed.
7. Parking is limited to 2 vehicles. Vehicles are to be parked in graveled drive only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
8. There is no daily housekeeping service. Linens and bath towels are provided. We suggest you bring beach towels. We do not permit towels or linens to be taken from the cottage.

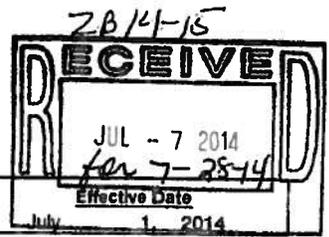
9. If there is a storm or hurricane, no refunds will be given unless:
 - a. The state or local authorities order mandatory evacuations for the area of residence of a vacationing guest.
 - b. The day that the authorities order a mandatory evacuation order, we will refund:

Any unused portion of rent from a guest currently registered;

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

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

Monitronics International, Inc.
 P.O. Box 814530
 Dallas, TX 75381
 972.243.7443



Alarm Monitoring Agreement

Owner of Home or Business Homer, Bryon/Tina Spouse/Resident Name of Business		Effective Date July 1, 2014
Premise Address 915 Lafayette St. Beaufort, SC 29902 Billing Address 915 Lafayette St. Beaufort, SC 29902		Social Security XXXXX1648 Homeowner / Business Owner Spouse / Resident Residential Service Plan Option \$50.00 Deductible (See Section 15) YES
Phone Home / Business Owner _____ Spouse / Resident _____		
Monthly Monitoring Service Fees Monthly Monitoring Rate 24.99 Total Monthly Fee 24.99	One time Monitoring Activation Fee	By signing below, customer acknowledges receiving appropriate terms and conditions for the cellular vendor. Alarm.Com AlarmNET Telular
Monthly Auto Payment Enrollment Checking Account Account Number: XXXX7009 ABA Routing Number: XXXX0035		
		Credit Card Information Card Number _____ Expiration Date _____

This agreement is made by and between Monitronics International, Inc. (the "Company") and the owner of the home or business shown above (the "Customer") on the effective date indicated above. The Company agrees to provide, or cause to be provided, the alarm monitoring services for the alarm system (the "System") installed at the residence or business address indicated above (the "Premises").

1. **THE SERVICE:** Upon receipt of an alarm signal from the Customer Premise, Company is responsible only for attempting to notify, as appropriate to the type of signal, the Customer, persons submitted to Company on Customer's contact list, a guard service, and/or the appropriate responding agency. For burglary signals, Company will attempt to verify that an emergency exists by calling the Customer's primary contact number and then, if necessary, the person designated for enhanced verification on the Customer's contact list. If a contacted person indicates that there is an emergency or if no contact is made with either person, Company will attempt to contact the appropriate responding agency. For non-emergency signals like low battery and trouble, Company will only attempt to contact Customer between 7:00 a.m. and 10:00 p.m. Company and Customer must comply with local notification and response requirements, which may now or in the future include visual verification of an emergency condition prior to response. Customer agrees to pay any charge associated with this requirement.

2. **DISCLAIMER OF WARRANTIES:** NEITHER COMPANY NOR ITS CONTRACTOR REPRESENTS OR WARRANTS THAT THE SYSTEM OR THE MONITORING SERVICES WILL PREVENT ANY LOSS BY BURGLARY, FIRE, ROBBERY OR OTHERWISE, OR WILL, IN ALL CASES, PROVIDE THE SPECIFIED NOTIFICATION SERVICE. Customer understands that there are no warranties which extend beyond the face of this Agreement and acknowledges that neither Company nor its contractor has made any representation or warranty, express or implied, including without limitation, about the condition of the System or monitoring service, their merchantability, or their fitness for any particular purpose, other than those expressly contained in this Agreement. Customer understands and acknowledges that the System, Transmission System (See Section 8), or Company's or its contractor's equipment may not function properly; that the Company or its contractor may not respond properly to the receipt of an alarm signal; and that neither Company nor its contractor has control over the response time or capability of any agency or person notified. CUSTOMER ALSO UNDERSTANDS THAT IN THE EVENT THAT THE COMPANY IS DETERMINED TO BE DIRECTLY OR INDIRECTLY LIABLE FOR ANY LOSS, DAMAGE, OR INJURY THAT THE \$1,000 LIMIT OF LIABILITY IN SECTION 5 APPLIES.

3. **SERVICE FEES AND TERM OF AGREEMENT:** This Agreement shall continue for an initial term of 36 (the "initial Term") unless earlier terminated pursuant to the provisions hereof, and shall thereafter automatically renew on a month-to-month basis. After the initial Term, Customer may cancel this Agreement with 30 days notice by sending a signed request for cancellation to Company which includes Customer's name, address, account number and password. Customer agrees to pay the total monthly fee above plus all applicable taxes, permit fees, false alarm charges, communication charges, return check charges, guard charges, service charges, late charges, or other related charges, if applicable, whether imposed on Company or Customer. Company may increase Total Monthly Fee up to five (5)% annually during the initial or any renewal term without prior notice. There is a twenty five dollar (\$25.00) charge on each returned check.

Financial Disclosure Statement		
THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0%) ASSOCIATED WITH THIS AGREEMENT		
A. Number of Payments for the initial term is 36	B. Amount of each payment is (Total Monthly Free from Terms Tab) 24.99	Total of payments for the initial term is 899.64 (Ax8) (Plus applicable levies, charges, taxes, fees, fines, and rate increases)
Late Charge - Company may impose a late charge of up to \$5 on each payment that is more than ten (10) days past due.	Pre Payment - If you prepay amounts due under this agreement there is no penalty or refund	See section 7 of this agreement for information about non payment, default and liquidated damages

CUSTOMER RESPONSIBILITY TO READ AGREEMENT: CUSTOMER ACKNOWLEDGES THAT A COPY OF THIS AGREEMENT WILL BE EMAILED TO THE EMAIL ADDRESS PROVIDED BY CUSTOMER AND THAT CUSTOMER HAS READ AND UNDERSTOOD ALL TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE DISCLAIMER OF WARRANTIES IN SECTION 2, THE ONE THOUSAND DOLLAR (\$1,000) LIMITATION OF LIABILITY IN SECTION 5, THE LIST OF CUSTOMER'S DUTIES IN SECTION 6, TRANSMISSION SYSTEMS IN SECTION 8, THE ARBITRATION CLAUSE IN SECTION 13 AND THE AUTHORIZATION TO OBTAIN A CONSUMER CREDIT REPORT IN SECTION 17. CUSTOMER AUTHORIZES PAYMENT OF ALL AMOUNTS DUE TO COMPANY BY THE METHOD SPECIFIED ABOVE.

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNTIL COMPANY BEGINS MONITORING SERVICE

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREED TO ALL TERMS OF THIS AGREEMENT.

Homer, Bryon/Tina

<input type="checkbox"/> Digital Monitoring	Account Number	Date Installed	Next Billing Date	Other
<input type="checkbox"/> Two-Way Voice		/ /	/ /	

4. **BILLING/LATE CHARGES/ RETURN CHECK FEES:** In the event any Late Charges or Return Check Charges are held to be in excess of the highest lawful amount, such charges shall be reduced to the highest lawful amount, and any excess charges will be promptly refunded or credited to Customer's account. Auto-pay and credit card payment Customers will not receive a billing statement.
5. **COMPANY IS NOT AN INSURER AND LIMITATION OF LIABILITY: CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER COMPANY NOR ITS CONTRACTOR IS AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF.** Customer further acknowledges and agrees that if any insurance is desired, Customer must obtain it. In addition to the Company's other rights at law or under this Agreement, the Customer specifically releases the Company and its contractor from any liability for any event or condition covered by the Customer's insurance. CUSTOMER UNDERSTANDS AND AGREES THAT IF COMPANY OR ITS CONTRACTOR SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO COMPANY'S OR ITS CONTRACTOR'S NEGLIGENCE, FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR FAILURE OF THE MONITORING SERVICE OR THE EQUIPMENT IN ANY RESPECT WHATSOEVER, COMPANY'S AND ITS CONTRACTOR'S LIABILITY SHALL BE LIMITED TO THE SUM OF ONE THOUSAND DOLLARS (\$1,000) AND THIS LIABILITY SHALL BE COMPANY'S OR ITS CONTRACTOR'S SOLE AND EXCLUSIVE LIABILITY. If Customer wishes Company or its contractor to assume a greater liability, Customer may obtain from Company a higher limitation of liability by paying an additional periodic service charge to Company. If Customer elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and the amount of the liability and the additional periodic charge. Such rider and additional obligation shall in no way be interpreted to hold Company or its contractor as an insurer.
8. **CUSTOMER'S DUTIES:** Customer shall maintain the System in good operating condition and shall secure and maintain all licenses or permits that may be necessary from governmental authorities for the continued monitoring and use of the System. THE CUSTOMER IS RESPONSIBLE FOR TESTING THE SYSTEM MONTHLY AND ANYTIME THERE IS A CHANGE TO ANY ASPECT OF THE TRANSMISSION SYSTEM (SEE SECTION 8). THE CUSTOMER MUST NOTIFY COMPANY OR ITS CONTRACTOR PROMPTLY IF CUSTOMER BELIEVES THERE IS A PROBLEM. Customer agrees to provide Company and its contractor with written notice of any changes, revisions and modifications to the Transmission System, and further agrees to provide and maintain current and correct subscriber and emergency contact information with Company and contractor.
7. **DEFAULT, DISCONNECTION AND REMEDIES:** Customer will be in default and breach of this agreement if Customer 1) fails to pay any fees or charges when due, 2) generates, in Company's sole judgment, excessive false alarms; or 3) fails to perform other obligations set forth in this Agreement and such failure continues for ten (10) days after issuance of written notice by Company. In the event of a default, the Company may, by notice to Customer, terminate Customer's monitoring service. Company's responsibilities and liabilities under this Agreement shall also immediately cease. Customer will remain responsible for all charges incurred prior to the effective date of the service termination. If Customer breaches this Agreement during its initial term, Customer acknowledges that it will cause substantial damage to Company, and because it would be difficult if not impossible to determine the amount of such damage, Customer will also pay as liquidated damages and not as a penalty either an amount equal to eighty (80%) percent of the remaining payments owed during the initial term or all sums the Company may be entitled to under state law and, in either case, any related fees, court costs, collection costs, and attorney fees. All amounts are due immediately without presentation, demand, protest or further notice, all of which Customer expressly waives.
8. **TRANSMISSION SYSTEMS:** Customer's System communicates with the Company's monitoring facility utilizing one or more networks - telephone, cable, internet, cellular, or radio. It may also utilize equipment in Customer's home - telephone or cable equipment, modem, router, power supply. Together, the System, the network and other equipment represent the "Transmission System". This Transmission System is beyond the control of Company and Company takes no responsibility for its reliability or its continued compatibility with this intended usage. Each network and the related in-home equipment has its own inherent risks and reliability levels and the Customer should consider their own needs and requirements before choosing a Transmission System. IN ORDER FOR THE SYSTEM TO TRANSMIT SIGNALS OVER THE INTERNET, IT MUST HAVE UNINTERRUPTED ACCESS TO AN ALWAYS-ON HIGH-SPEED INTERNET CONNECTION. If a signal from Customer's System does not reach Company's monitoring facility for any reason, Company will not be able to respond and Company will not know about the communication problem. Communication issues might include, but are not limited to, network outages, severed lines, lack of power to key components, signal jamming, obsolescence or failure of components, and/or changes in laws or regulations. The Customer should test the System on a regular monthly basis and any time there is a change in any aspect of the Transmission System (See Section 6). The Customer should immediately notify the Company of any changes to the Transmission System (including use of DSL, VoIP or other broadband services as these may interfere with or prevent signal transmission) or any communication issues identified by Customer during testing. IF THE TRANSMISSION SYSTEM USES A TELEPHONE LINE AND THAT LINE IS DISCONNECTED, THE ALARM TRANSMISSION WILL FAIL. If Customer has chosen a means of communication that causes the System to seize control of a communication network in order to communicate with the monitoring facility, Customer understands that they will not be able to use that same communication network to call for emergency response during the time that the communication network is in use.
9. **INTERRUPTION OF SERVICE:** Neither Company nor its contractor assumes any liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, interruption or unavailability of communication network service, acts of God, or for any other cause beyond the control of Company or its contractor. In case of such an event, Company may suspend the monitoring service and/or this Agreement without liability and without notification to Customer. Company or its contractor may suspend or cancel this Agreement without notice, liability, or penalty should the System, Customer's Premises or Company's or its contractor's monitoring facilities become so substantially damaged that further service is impractical. Customer will remain responsible to pay for services provided. Neither Company nor its contractor shall have any liability for delay in installation or maintenance of the equipment.
10. **THIRD PARTY INDEMNIFICATION:** Customer agrees to and shall indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, contractors and any person or entity for whom the Company is legally responsible, from and against any and all claims arising from this Agreement brought by parties other than the parties to this Agreement.
11. **SUBROGATION:** Unless prohibited by Customer's insurance policy, Customer hereby discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the Customer's Premises whether said claims are made by Customer, his agents, insurance carrier, or other parties claiming under or through Customer. Customer agrees to indemnify, defend and hold harmless Company or its contractor from any action for subrogation that may be brought against Company or its contractor by any insurer or insurance carrier, or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fees. Customer shall notify their insurance carrier of the terms of this provision.
12. **LIMITATION ON ACTIONS:** To the extent permitted by law both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other party more than one (1) year after the accrual of the cause of action.
13. **BINDING ARBITRATION: THE PARTIES AGREE TO RESOLVE THROUGH BINDING ARBITRATION ALL CLAIMS, DISPUTES, OR LAWSUITS (COLLECTIVELY "CLAIMS"), REGARDLESS OF THEIR NATURE, ARISING OUT OF THIS AGREEMENT OR ANY OTHER BUSINESS RELATIONSHIP BETWEEN THE PARTIES.** The parties agree that arbitration shall be conducted in accordance with the commercial rules of the Federal Arbitration Act (FAA). Arbitration or any related litigation will take place in Dallas, Texas, unless both parties agree to a different location. The arbitration shall be conducted by an attorney who is knowledgeable about the security industry. The arbitrator is not authorized to grant punitive damages. All direct and indirect costs for arbitration will be paid by the non-prevailing party or split in an equitable manner by the arbitrator. The arbitration proceedings, including decisions and awards, shall be held in confidence by both parties. The parties acknowledge that by executing this Agreement, they are waiving all rights to a jury or bench trial for all claims between the parties. 14. **FALSE ALARMS:** Customer understands that local authorities may impose fines for false alarms or signals, and Customer agrees to be responsible for these fines and any related costs whether they are levied directly on Customer or on the Company, its contractors, or subcontractors.
15. **RESIDENTIAL SERVICE PLAN OPTION:** After the installation warranty term, if the Service Plan has been selected, Company or its contractor will provide repair service during its regular business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday (excluding holidays) for fifty dollars (\$50) per incident for as long as Company provides Customer's monitoring service and Customer is current on all payments. Customer will pay for service provided outside these times at Company's customary rates. The Service Plan does not cover batteries, key fobs, alarm sensors, cellular equipment, cameras, system moves, Z-Wave devices, or video equipment. It also does not cover damage caused by abuse, misuse, faulty connections, tampering, construction, vandalism, theft, acts of God, cosmetic damage or any other cause other than normal wear and tear.
16. **ASSIGNMENT:** This Agreement may not be assigned in whole or in part by Customer. Company may assign or subcontract all or any portion of this Agreement without notice to Customer and any such assignee or subcontractor shall be entitled to the rights, benefits, privileges and protection afforded to Company under the terms of this Agreement. Company may assign this Agreement to **Monitronics International, Inc. Funding, LP or Monitronics International, Inc. P.O. Box 814530 Dallas, TX 75381** or to another company, **Monitronics International, Inc. Funding LP Licenses: AL#10-1061, AR#E 2007 0032, CABACO 6491, DE#07-218, FL#EF20000861, IL#127.001322, MI#3601205779, NY-12000293522 TX#B14432, UT#MS10655-6601, Monitronics International, Inc. Licenses: AL#10-009, AR#E7-045, CABACO 4321, DE#98-91, FL#EF0000865, IL#127.000918, MI#3601205781, NY#12000285197, TX#B07727, UT#R291872-6501.**
17. **ACKNOWLEDGMENT:** Customer authorizes release by a consumer reporting agency of consumer credit information to the Company and/or its assigns now and at any time during the term of this Agreement. Customer consents to the recording of all communications between the Customer and the Company.
18. **ELECTRONIC COMMUNICATION:** Customer hereby consents to receive communications, including, but not limited to, agreements, notices and invoices from Company electronically at the e-mail address provided herein. In order to access and retain electronic communications from the Company, Customer needs access to the internet, Adobe Reader (.pdf) software and a printer (the "Capabilities"). Customer hereby acknowledges that he/she/it has the Capabilities necessary to receive electronic communications from Company. Customer may, at any time, (a) request that this Alarm Monitoring Agreement be provided in writing; (b) update any contact information with the Company; and/or (c) withdraw consent to receive communications electronically from the Company, by sending notice electronically to Correspondence@monitronics.com or in writing to: P.O. Box 814530, Dallas, TX 75381.
19. **ENTIRE AGREEMENT:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. Company's or its contractor's duty and obligation to provide monitoring service to Customer arise solely from this Agreement. This Agreement supersedes all prior representations, understandings, or agreements of the parties. This Agreement can only be modified (a) in writing, signed by the parties or their duly authorized agents or (b) by written notice sent by Company to Customer, provided that Customer does not object in writing within thirty (30) days after receiving the notice. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Customer and Company agree that this electronic contract is the exclusive original and that this electronic contract is a transferable record for all intents and purposes as that term is defined in the applicable electronic contracting statutes. eContract v1.2
20. **PRIVACY:** Company will use commercially reasonable efforts to maintain the privacy of Customer's information. Customer understands that Company cannot guarantee privacy and agrees not to hold the Company liable for any claims, loss, damages, or costs that may result from loss of privacy. Customer consents to Company contacting him/her about new products and services.
21. **LICENSING:** If you are an Alabama resident, complaints against the licensee may be directed to the Alabama Electronic Security Board of Licensure, 7950 Vaughn Rd., PMB 392, Montgomery, AL 36116, (334) 284-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209, (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, P.O. Box 942507 Sacramento, CA 94250 (916) 574-7950. In Florida, licensing is regulated by the Florida Department of Business and Professional Regulation. Complaints may be directed to the Department of Business and Professional Regulation, Division of Regulation / Compliance - Consumer Services, 1940 N. Monroe St., Tallahassee, FL 32389. In New York, complaints may be directed to NYS Department of State, Division of Licensing Services, Complaint Review Office, 123 William Street, 19th Floor, New York, NY 10038, (212) 417-5790 in North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 1631 Midtown Place, Suite 104, Raleigh, NC 27609, (919)875-3511. In Texas, licensing is regulated by the Texas Department of Public Safety, Commission on Private Security Bureau, P.O. Box 4087, Austin, TX 78773, (512) 424-7710.

Montronics International, Inc.
P.O. Box 814530
Dallas, TX 75381
972.243.7443

Installation Agreement

1. This Installation Agreement (the "Agreement") is made as of July 1, 2014 by and between Montronics International, Inc., the "Company" and the "Customer" listed below who owns the residence or business located at the address shown below (the "Premises").

Name: Homer, Bryon/Tina Premise Telephone: _____

Address: 915 Lafayette St. Beaufort, SC
29902

City: _____ State: _____ Zip: _____ County: _____

Email: _____

Subscriber Contact List	Telephone Number	Ext	Type	User #	Passcode

2. Purchase of the System. Customer hereby agrees to buy, and Company hereby agrees to sell, at the Premises the Alarm system described below and incorporated herein for all purposes by the reference (the "System"), in accordance with the terms and conditions hereinafter set forth.

Installation & Equipment Sales

Description/Part #	Qty	Price	Total
Subtotal:			0.00
Other:			
Permits:			
Tax:			
TOTAL:			0.00

Customer Authorization

1. Are you the homeowner? _____

2. Is your home new construction? _____

3. Are you under any contractual obligation with any other company for monitoring services? _____

4. I understand that Montronics International, Inc. or any representative of Montronics International, Inc., cannot be responsible for cancelling any services with my current security company (If Applicable). _____

5. I understand that I have signed an agreement to receive monitoring for _____ months. _____

Customer acknowledges that the Company has authorization to deduct the Total Payment Due from the Account listed below:

Monitoring	Activation Fee	Equipment	Total Payment Due

Check Routing Number: _____
Credit Card Type: _____ Exp.: _____
Credit Card # _____

Billing Address: 915 Lafayette St. Beaufort, SC 29902

CUSTOMER AUTHORIZES PAYMENT BY THE METHOD SPECIFIED ABOVE.

CUSTOMER RESPONSIBILITY TO READ AGREEMENT: CUSTOMER ACKNOWLEDGES THAT A COPY OF THIS AGREEMENT WILL BE EMAILED TO THE EMAIL ADDRESS PROVIDED BY CUSTOMER AND THAT CUSTOMER HAS READ AND UNDERSTOOD ALL TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE DISCLAIMER OF WARRANTIES IN SECTION 2, THE ONE THOUSAND DOLLAR (\$1,000) LIMITATION OF LIABILITY IN SECTION 5, THE LIST OF CUSTOMER'S DUTIES IN SECTION 6, TRANSMISSION SYSTEMS IN SECTION 8, THE ARBITRATION CLAUSE IN SECTION 13 AND THE AUTHORIZATION TO OBTAIN A CONSUMER CREDIT REPORT IN SECTION 17. CUSTOMER AUTHORIZES PAYMENT OF ALL AMOUNTS DUE TO COMPANY BY THE METHOD SPECIFIED ABOVE.

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNTIL COMPANY BEGINS INSTALLATION OF THE SYSTEM.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND AGREED TO ALL TERMS OF THIS AGREEMENT.

Homer, Bryon/Tina

Signed By: _____
Representative: _____ State ID#: _____

3. Purchase Price and Payment. Customer agrees to pay to Company for the System and the installation thereof the total amount shown, prior to completion of installation of the System.

4. Installation of the System. Company agrees to install or cause to be installed the System at the Premises in a workmanlike manner and in compliance with applicable laws, regulations and industry standards, and to furnish all material and labor necessary for such installation, subject to the following conditions: (a) Customer authorizes and empowers the Company to enter upon the Premises for such purpose and agrees to make the Premises available for such purpose during normal working hours (constituting 8:00am - 5:00pm, Monday through Friday, excluding national holidays); (b) Customer will provide required electrical power outlets at the location or locations designated by Company for equipment requiring such power; (c) Customer will provide any communication network to which the system may be connected, including any internet, intranet, cable, transmission, or telephone lines and service (Company recommends the Customer properly install a RJ31X jack for connection of the System to Customer's telephone service); (d) Customer understands that installation will require drilling and cutting into certain parts of the Premises, which shall be identified to Customer before the work commences, and that certain wiring may be required to be exposed, although Company will attempt to conceal wiring in the furnished areas of the Premises whenever possible, and Customer agrees to provide for filling and replacing carpeting, if required, for installation of floor mats, switches, or wiring; and (e) Company will attempt to complete installation within 14 days following execution of this Agreement by Company, but Company expressly assumes no liability for delay in installation of the System due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, act of God, shortages of labor or materials, or any other cause beyond the control of Company.

5. Title to the System; Risk of Loss. Customer acknowledges and agrees that title to and ownership of the System, and all component parts, shall remain the sole and exclusive property of Company until Customer has paid in full all amounts required hereunder. However, until the System has been paid for in full by Customer, Customer shall bear the entire risk of loss to the System. If Customer defaults in any payment under this agreement for the System, the Customer hereby authorizes and empowers Company to enter upon the Premises and to remove the System. Removal of the System shall not be deemed a waiver of Company's right to damages or to collect any payment due hereunder, and Company shall continue to have the right to enforce any legal remedy or right available to Company. Further, Company shall be in no way obligated to restore the Premises to its original condition or redecorate same in the event the System is removed as a result of Customer's default.

6. Limited One Year Warranty. a) Company warrants that the System will be free from defects in material and workmanship under normal use and operating conditions for a period of one year from the date of installation. Company will repair or replace, at Company's sole option, any component of the System proven to be defective during such period without further charge to Customer. b) Warranty Service will be furnished during Company's regular business hours of Monday - Friday, excluding holidays, from 8:00 a.m. until 5:00 p.m. Emergency Service provided at other times shall be paid by Customer at Company's customary rate. Customer must provide full access to the Premises and to the System requiring repair at the time agreed upon by Company and Customer. c) Warranty Service excludes: repair of the system as a result of: replacement of batteries; or damage from accident or abuse; misuse; faulty communication network, transmission, telephone or electrical connections; unauthorized repair, modification of or tampering with the System, remodeling or construction; vandalism, theft, acts of God, cosmetic damage, or other causes other than normal wear and tear. Company reserves the right to use new or reconditioned parts in fulfillment of this warranty, and retain any parts removed from the System. Parts required which were not defective shall be at additional cost to Customer. Company shall not be responsible for failure to render service due to causes beyond Company's control. d) Company shall not be required to make repairs or replace any parts of the System that has been abused or not operated in accordance with instructions provided to Customer. Any other service provided shall be paid by Customer at Company's prevailing material and hourly rates.

7. **DISCLAIMER OF ALL OTHER WARRANTIES.** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM OR ANY MONITORING SERVICE WILL PREVENT ANY LOSS BY BURGLARY, FIRE, HOLD-UP OR OTHERWISE, OR THAT THE SYSTEM OR ANY MONITORING SERVICE WILL IN ALL CASES PROVIDE THE NOTIFICATION SERVICE FOR WHICH IT IS INTENDED. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE SYSTEM OR ANY MONITORING SERVICE, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE; NOR HAS CUSTOMER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY CONTAINED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY. THAT CLIENT IS NOT RELYING ON COMPANY'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CUSTOMER ASSUMES ALL RISK OF PERSONAL INJURY AND LOSS OR DAMAGE TO CUSTOMER'S PREMISES OR TO THE CONTENTS THEREOF, AND THAT CUSTOMER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 10, 11 AND 12, WHICH SET FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CUSTOMER OR ANYONE ELSE.

8. **Acceptance of Installation.** Customer hereby acknowledges and agrees that any error or omission in the installation of the System must be brought to the attention of Company in writing within five (5) days after the completion of installation; otherwise, the installation shall be deemed accepted by and satisfactory to Customer.

9. **Not a Monitoring Contract.** Customer hereby acknowledges and agrees that this Agreement is not a monitoring contract and does not provide for monitoring services to be provided by Company or any other party with respect to the System. Monitoring service to be provided to Customer with respect to the System shall be pursuant to a separate agreement to be separately negotiated by the parties. If desired, Customer acknowledges that the central station receiver telephone number is the property of Company. Upon expiration or cancellation of the Agreement, Customer will be charged for extended use and signals sent to this telephone number.

10. **COMPANY IS NOT AN INSURER: LIMITATION OF LIABILITY.** Customer agrees and understands that company is not an insurer, that insurance, if any, covering personal injury, including death, and all real or personal property loss or damage in, about or to the premises shall be obtained by customer; that COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT THE SYSTEM WILL AVOID OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREOF WHICH THE SYSTEM IS DESIGNED TO DETECT OR AVOID. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from company's negligence, a failure of company to perform any of company's obligations herein, including, but not limited to, any breach or failure by company to perform under any service call or agreement, failure to reasonably respond to service requests, failure of the system, communication networks, monitoring service, or equipment to properly operate with a resulting loss to customer because of, among other things: (a) the uncertain amount or value of customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) the uncertainty of the response time of the police department, fire department, paramedic unit, or others, should the police department, fire department, paramedic unit, or others, be dispatched as a result of a signal being received; (c) the inability to ascertain what portion, if any, of any loss would be proximately caused by company's failure to perform or by the system to operate; (d) the uncertain nature of occurrences which might cause injury or death to customer or any other person which the system is designed to detect or avert or; (e) the nature of the services to be performed by company. Consequently, customer hereby acknowledges and agrees that company shall not be liable for any loss or damage which may occur even if due to the active or passive sole, joint or several negligence of the company or its agents, servants, employees, suppliers or contractors, or to the improper performance of and/or failure to perform of the system, or to breach of contract, express or implied, or breach of warranty, express or implied, or by loss or damage to monitoring facilities, in excess of the maximum sum of two hundred fifty dollars (\$250.00) and this liability shall be exclusive. If customer wishes company to assume a greater limited liability, customer may obtain from company a higher limitation of liability by paying an additional charge to company. If customer elects to exercise this option, a rider shall be attached to this agreement setting forth such additional charges. Such rider and additional obligation shall in no way be interpreted to hold company as an insurer.

11. **Third Party Indemnification.** When Customer in the ordinary course has the property of others in Customer's custody or other persons are on the Premises, or the System extends to protect other persons or property of others, Customer agrees to and shall indemnify, defend, and hold harmless Company and its employees and agents, from and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims, demands, or lawsuits, regardless of cause, including Company's performance or failure to perform any of the obligations herein, Company's negligence, or a failure of the System, whether these claims are based upon negligence, express or implied warranty, contribution, indemnification, strict liability, or product liability, on the part of Company or its employees or agents.

12. **Subrogation.** Customer hereby releases, discharges, and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in, about or to the Premises whether said claims are made by Customer, Customer's agents, or insurance company or other parties claiming under, or through Customer. Customer agrees to indemnify Company against and defend and hold Company harmless from any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs, and attorney's fees. Customer shall notify Customer's insurance carrier of the terms of this provision.

13. **Limitation of Actions. Waiver of Jury Trial.** Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action there from. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise).

14. **Changes in Standards and Regulations of Regulatory Agencies.** Company shall not be responsible nor liable for any costs or changes necessitated by changes in the regulations and standards of any regulatory agencies after the date of execution of this Agreement. Customer shall be responsible for and shall pay to Company the cost of any additions, corrections or changes to the System that may be requested or required, after the execution of this Agreement by Customer, by any of the regulatory agencies or institutions, including, but not limited to any State Fire Marshal, any insurance companies, the National Fire Protection Association, Underwriters' Laboratories, Inc., or any other municipal or local police, fire or electrical agencies.

15. **Company's Right to File Mechanic's Lien.** Customer acknowledges that Customer is aware that if Customer defaults in the performance of any of the terms or conditions of this Agreement, Company may have the right to record a Mechanic's Lien upon any property upon which Company has bestowed labor and/or furnished material or appliances or equipment, for the value of such labor done, or materials furnished, and/or for the value of the use of such appliances or equipment, whether done or furnished at the instance of the owner or any person acting by or under the authority of the owner, or under the owner as a contractor or otherwise. Customer may be entitled to protect himself/herself/itself under applicable law against such claims either by filing with the court a "No Lien Agreement" or a payment bond, depending upon the law of the state where the Premises is located.

16. **Testing.** It is the responsibility of Customer to test the System for proper operation periodically, but not less than monthly.

17. **Interest.** Any Amounts due Company and past due for thirty (30) days will be subject to a one and one-half percent (1.5%) interest charge for each month on the unpaid balance, this being equivalent to 18% per year, or will be subject to the maximum annualized interest rate allowed by applicable law, whichever is the lesser amount.

18. **Invalid Provisions.** If any of the terms or provisions of the Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

19. **Default.** In the event of default by Customer in the performance of any of the terms or conditions of the Agreement, including timely payment of any amounts due to Company, Company may pursue any one or more of the following remedies, which shall be cumulative and nonexclusive: (a) recover from Customer the total unpaid balance of the sum provided for in Paragraph 2, and any other sum provided for herein; (b) repossess the System; (c) immediately cease further work on the installation of the System; (d) terminate this Agreement by giving ten (10) day written notice to Customer; and (e) pursue any other remedy at law now or hereafter existing. In the event of a repossession of the System and resale thereof, Customer shall be responsible to Company for any deficiency remaining after Company applies the proceeds of such resale, first to all costs of repossession and resale, including, but not limited to, storage, repair, renovation, alteration, attorney's fees, collection costs and commissions, and then to the unpaid amount due hereunder.

20. **Compliance with Laws.** Customer agrees to use the System strictly in compliance with all applicable laws and regulations. Company assumes no responsibility for any unlawful activity on Customer's part. Should Customer's unlawful activity subject Company to any civil or criminal liability for any reason, Customer agrees to indemnify, defend and hold harmless Company from any such potential or actual liability, including payment of all attorneys fees and court costs related to such matters.

21. **Entire Agreement.** This Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

22. **ELECTRONIC COMMUNICATION:** Customer hereby consents to receive communications, including, but not limited to, agreements, notices and invoices from Company electronically at the e-mail address provided herein. In order to access and retain electronic communications from the Company, Customer needs access to the internet, Adobe Reader (pdf) software and a printer (the "Capabilities"). Customer hereby acknowledges that he/she/it has the Capabilities necessary to receive electronic communications from Company. Customer may, at any time, (a) request that this Installation Agreement be provided in writing; (b) update any contact information with the Company; and/or (c) withdraw consent to receive communications electronically from the Company, by sending notice electronically to Correspondence@monitorix.com or in writing to: P.O. Box 614530, Dallas, TX 75381.

23. **LICENSING:** If you are an Alabama resident, complaints against the licensee may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., PMB 392, Montgomery, AL 36116, (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209, (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, P.O. Box 942507 Sacramento, CA 94256 (916) 574-7950. In Florida, licensing is regulated by the Florida Department of Business and Professional Regulation. Complaints may be directed to the Department of Business and Professional Regulation, Division of Regulation / Compliance - Consumer Services, 1940 N. Monroe St., Tallahassee, FL 32399. In New York, complaints may be directed to NYS Department of State, Division of Licensing Services, Complaint Review Office, 123 William Street, 18th Floor, New York, NY 10038, (212) 417-5790. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 1631 Midtown Place, Suite 104, Raleigh, NC 27609, (919) 875-3611. In Texas, licensing is regulated by the Texas Department of Public Safety, Commission on Private Security Bureau, P.O. Box 4087, Austin, TX 78773, (512) 424-7710.

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

Case Number: ZB14-15
Property Address: 915 Lafayette Street
Applicant: Tina and Bryon Horner
Type of Request: Special Exception for Short Term Rental
Zoning: R-2 District

Background: The property is located at 915 Lafayette Street in the Pigeon Point neighborhood (see Site Location Map attached). The property is identified as District 120, Tax Map 2, Parcel 130. The lot is zoned "R-2 Medium Density Single-Family Residential District" (R-2). A single-family dwelling is located on the lot. The applicants have provided photos of the property.

The applicants, who are the property owners, desire to rent 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 R-2 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 has provided a draft rental agreement and information on property maintenance. The applicants have stated there is a minimum of a two-night stay which complies with the City's ordinance. The rental agreement states that only two vehicles are allowed as part of the rental and that these must be parked in the driveway. The applicants have stated a maid service will clean the unit and that a neighbor does the lawn care and will bring the roll cart in and out.

Public comment: The public hearing notice referencing this application appeared in the July 13 edition of *The Beaufort Gazette*. Letters were sent to adjoining property owners on July 14. The property was posted on July 14. Staff has received one public comment on this application as of the date of this writing (attached).

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

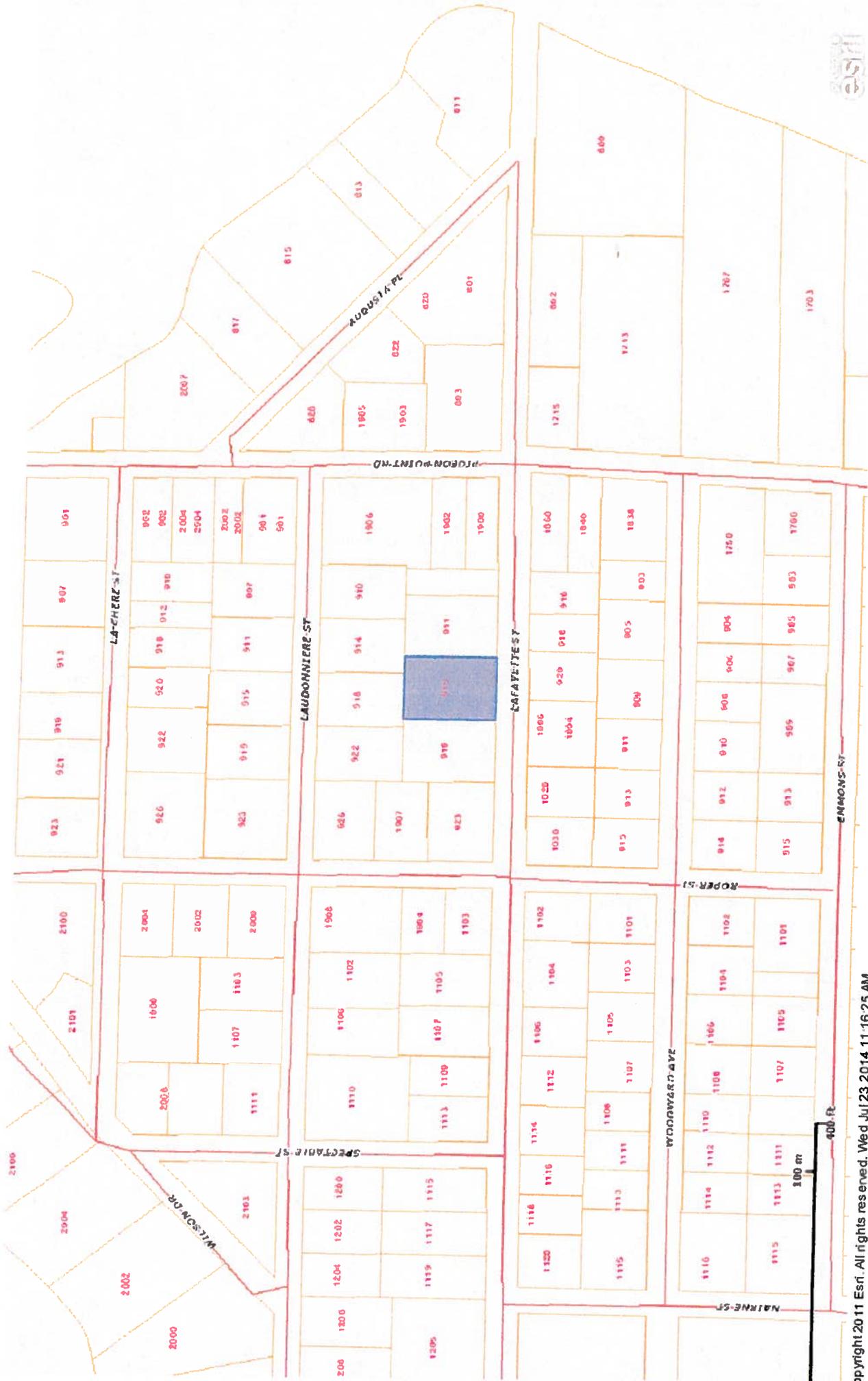
According to the UDO, the Zoning Board of Appeals may approve an application for a Special Exception where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public. The UDO stipulates that the Board shall consider six 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 in the Pigeon Point neighborhood. The property is located ½ a block from Pigeon Point Road, which functions as a collector street. The property is within walking distance to Pigeon Point Park, seven-acre neighborhood park. The property has easy access to Boundary Street, a major commercial corridor, and is a short bike-ride from downtown Bay Street.
- (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 immediately adjacent to the subject lot.
- (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 that a monitored fire alarm system be installed.

210 Laidyelle 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

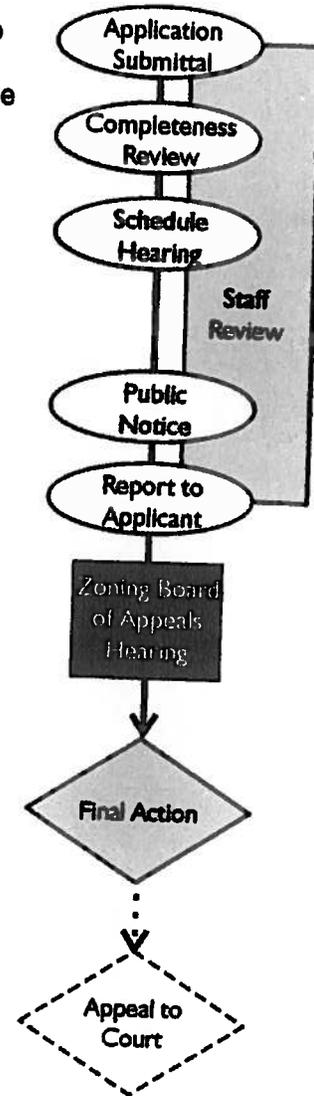
The Administrator shall prepare a staff report that reviews the proposed development in light of the Comprehensive Plan, the review criteria listed below, and the requirements of this UDO. A copy of the report shall be provided to the Zoning Board of Appeals and the applicant before the scheduled hearing.

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.

**PUBLIC COMMENTS
RECEIVED BY PLANNING DEPARTMENT**

923 Laudonniere Street
Beaufort, SC 29902

July 18, 2014

RE: VARIANCE REQUEST

Dear Libby,

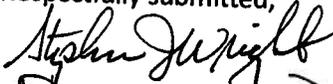
We received the request for a special exception for property located at 915 Lafayette Street to operate as a short term rental. We are concerned.

We bought our home at 923 Laudonniere Street five years ago mainly because upon retirement (which will be within the next year) we want to live in a residential district. Just less than a year ago, in the rental property directly across the street from us, a drug bust occurred and we were awakened from our bed. We were later told that it also involved tenants from a rental property very close to us as well. This frightened and saddened us.

We presently live in a city where there are lots of rental properties. Generally, renters come from lower income and the lifestyle, the language, the care of the living quarters is definitely different from those who have ownership. For this reason, we have chosen to settle in Beaufort.

Please consider maintaining Pigeon Point as a precious residential community instead of a "dumping ground". We love Beaufort and especially want to live in Pigeon Point but if more and more homes become rental properties, we will have to sell.

Respectfully submitted,




Stephen and Dianne Wright