

City of Beaufort Zoning Board of Appeals
1911 Boundary Street
Beaufort, South Carolina 29902
Phone (843) 525-7011, Fax (843) 936-5606
E-Mail: jbachety@cityofbeaufort.org
*Revised September 12, 2014

Application Fee
\$300

SPECIAL EXCEPTION APPLICATION

OFFICE USE ONLY: Date Filed: 12/2/14 Application #: ZB14-24 Zoning District: R-3

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): Southern Style Rental Properties
Address: 2 Sheffield Ave Beaufort, SC 29907
Telephone: 843-321-0469 [day] 866-861-8336 [fax]
E-mail: SPBFT@aol.com

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



PROPERTY STREET ADDRESS: 2404 North Street Beaufort, SC 29902
Tax Map No.: R120 003 000 0505 0000
Parcel No.: LOT 2 R R DEKLE S/D PLAT IN DB2360 P57

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: 11-18-14 Owner's Signature: [Signature]

I (We) certify that the information in this application is correct.
Date: 11-18-14 Applicant's Signature: [Signature]



City of Beaufort Zoning Board of Appeals
1911 Boundary Street
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***Revised September 12, 2014**

APPLICATION FOR SPECIAL EXCEPTION

Applicant hereby appeals to the Zoning Board of Appeals for a special exception for a (ex. Type 2 Home Occupation) Short term rental at 2404 North Street Beaufort, SC 29902

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: Residential dwelling used for short term rental
 - b. The proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area in that: the home is conforming with all the other homes in the neighborhood.
 - 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 impact at all.
 - 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: It is currently conforming to the city.
 - e. The likely impact on public health and safety is as follows: No impact at all.
 - f. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts is as follows: No impact at all.

[A site plan must be submitted]

2404 North Street
Beaufort, SC 29902

3 Bedrooms & 2 Bathrooms











Property name: The Live Oak Cottage
Address: 2404 North St Beaufort, SC 29902
Owner: Doug Schmidt

MANAGEMENT PLAN FOR SOUTHERN STYLE PROPERTIES

TABLE OF CONTENTS

I. MANAGEMENT (ON-SITE & OFF-SITE)

- What management functions are performed on-site and by whom? (Property management company or sponsor organization?)
- What management functions are performed off-site and by whom.
- *When and how is the property management company evaluated?*
- *When and how is the management plan updated?*
- Describe the property performance standards, including vacancy rates, rent collection ratio, turnover timeframes, etc.

II. ACCOUNTING & RECORD KEEPING PROCEDURES

- What records are kept on-site?
- What records are maintained off-site?
- Disbursements of funds for rent collected
- Reporting requirements

III. MARKETING

- Describe how the property is advertised

IV. LEASING PROCEDURE

- copy of the lease is provided (attached) with all details of what is required to rent the property

V. RENTS

- How rent is set
- Describe security deposit procedures
- How are rents increased or decreased

VI. HOUSE RULES

- What are the tenant responsibilities and house rules? (for example: overnight guests, noise and disturbances, housekeeping, vehicles and parking, trash, storage of belongings on balcony, patio, etc.)
- How and when are tenants informed of their responsibilities

VII. TENANT RELATIONS

- How are tenant grievances handled?

VIII. MAINTENANCE

- Are residents provided information regarding operation and care of appliances, heating, cooling and ventilation systems, etc?
- How and when are inspections of the property done to discover any issues?
- Describe how routine maintenance is handled, including the schedule or frequency for items such as seasonal maintenance of landscaping, cleaning roof and gutters, siding, common areas, sidewalks and parking areas.
- How are maintenance emergencies handled?
- Describe the maintenance and repair procedures and expected timeframes associated with unit turnover.
- When and how are major capital repairs or replacements done?

IX. SECURITY & EMERGENCY PLAN

- Where is your Security/ Emergency Plan located?
- Does your plan address the following situations?
 - Medical emergency
 - Loss or unauthorized sharing of keys
 - Trespassers
 - Illegal activity

Threatening or violent behavior

Fire

Severe weather

Loss of power

Southern Style Properties



I. All management functions that are done on site are done by Shea Polk, PMIC of Southern Style Properties. Some on the functions that are performed are done after renters leave & before they arrive. Inspections after housekeeping leaves. Inspections of the grounds and property after the lawn maintenance people have completed their work. Inspection of all maintenance performed.

All management functions off site are performed by Shea Polk, PMIC of Southern Style Properties. Most of those duties are answering inquiries about properties facilitating the rental of a property, scheduling any maintenance routine or non routine associated with the properties & communicating with tenants or future tenants.

The Management Company is evaluated by the renters upon check out through the VRBO review website or the guestbook in the home that will get transferred to the VRBO listing.

The management plan is updated often as needed to improve any aspect of the property.

The standards for the properties are set to rent as often as possible. If I see that the property has not done as well as expected & I have vacancies, I may advertise that property at a discounted rate then reevaluate the rate. The turnover on a VRBO in the summer should average 2 weekly rentals per month at the least. The winter turnover is a 3 night minimum & will rent approx 9-12 nights a month on average. On festival weeks/weekends, maybe more of a turnover. I do not rent to "parties" of any kind. Example: Bachelor/ette parties or House parties. It is stated in the lease agreement.

II. No records are kept on site. All records are kept off site at my designated office.

The disbursement of the funds collected are distributed by the 15th of each month along with a spreadsheet to the owner.

A monthly report of accommodation tax is paid to all city, county & state agencies. A monthly report (spreadsheet) is sent to each owner on the 15th of each month.

III. All short term rentals are advertised through VRBO or HOMEAWAY

IV. LEASE ATTACHED

V. The amount of rent determined for a short term rental is set by evaluating & researching the homes for rent in the same vicinity and making it comparable.

Deposits- at least 50% of the total cost due is required at booking & put in a separate trust account.

Rent increases or decreases depending on the market & what the comparable homes are doing in occupancy v/s my property occupancy.

- IV. Each Guest (renter) receives a travel letter 30 days prior to their arrival. That letter contains all of the information about the trash collection days, trash rules, quiet enjoyment of the neighbors around them, rules of what they may & may not keep outdoors or on patios, balcony's, etc. The number of cars are limited to the number of bedrooms that the home has & that is previously discussed with the renter.
- VII. Any complaint or dissatisfaction that is brought to my attention is handled immediately. I try first to see if the problem is a problem that can be fixed. If it can be fixed, I get it fixed immediately & give the renter a \$50 visa gift card for them to enjoy a meal out while in Beaufort. If this is a problem that cannot be resolved in any way, I will offer another home if available or I will refund 100% of their money.
- VIII. The tenants are only provided information on how to operate the heating/cooling system if it is a complicated system. Inspections are done after each check out to make sure all systems are working correctly.

Maintenance agreements with certain companies are in place to service the homes twice a year to make sure everything in the home is working properly.

Maintenance & repair issues are usually handled the same day as it is reported. If it is an emergency repair, it is definitely taken care of the same day.

Capitol repairs & replacements are the owners responsibility that increase the value of the property & prolong the life of the property. A home warranty consultant that maintains the routine maintenance on the property twice a year will alert the homeowner to any potential problems that may need to be repaired or replaced.

- IX. The security & emergency plan is also in the travel letter. Any illegal activity witnessed, fire, trespassers, threatening or violent behavior, stolen keys or any other emergency, the renter will need to call 911 & give them their address. They also have the hospital as Beaufort Memorial, the electric co. as SCE&G with the telephone number for outages (or they can call me & I will report it) For severe weather, they need to watch the local tv stations or turn the radio on to 98.7/94.5 or make sure their smartphone tracks & alerts when severe weather is approaching. Stay indoors & away from windows until it is safe to return outdoors.

Southern Style Properties



Guest License Agreement

This Agreement is made by and between:

Southern Style Properties

2 Sheffield Ave

Beaufort, SC 29907

AND

For the rental of:

2404 North Street/AKA/Live Oak Cottage. This property is a 3 Bedroom, 2 Bath Home in Beaufort, S.C. 29902. Checking in at 4:00p.m. On and checking out by 11:00a.m

Maximum Occupancy: 6 people.

Statement of the Terms

Rent: \$

Taxes and Service Fee : \$

Departure Cleaning: \$

Total \$

Payment Schedule:

50% due at booking. The remainder of the balance is due 30 days prior to your arrival.

CC # _____ EXP _____

3 digit code _____ ZIPCODE _____

The undersigned guests agree to the following conditions of occupancy:

1. Southern Style Properties, is acting solely as Agent for the Owner. Guests are not tenants. Guests have acquired no interest in the property and are Licensees of the Owner of the property.
2. **PAYMENTS:** received more than 30 days before arrival,. Personal checks will not be accepted. If deposits and payments are not received, the property may be re-rented.
3. **RESERVATIONS:** To confirm a reservation, this Guest License Agreement must be returned to our office with 10 working days of booking this reservation. Reservations booked within 14 days of arrival must pay the entire balance upon booking.
4. **CANCELLATIONS:** This reservation may be cancelled without penalty within 30 days of checking in. Any cancellation occurring after 30 days prior to check in will forfeit all deposits on the reservation unless the property is re-rented. If the property is re-rented, the deposit will be refunded minus any uncollected rent and a 10% (of the rent) cancellation fee (\$25 minimum). A home or villa unacceptable to the guest is considered a cancellation. All refunds must be authorized in writing by Southern Style Properties
5. **COMPARABLE UNITS:** Southern Style Properties reserves the right to change the particular unit reserved to a comparably priced unit. Advance notice will be given if time permits. Should an Act of God prevent the delivery of a Comparable Unit, all monies received by Southern Style Properties will be refunded to licensee.
6. **OCCUPANCY:** Licensee will restrict occupancy to the stated limit on the premises at all times. Licensee agrees to honor the check-out time of 11:00 a.m. Licensee agrees to pay a late departure fee of \$100 per hour or portion thereof if the premises have not been vacated by the Licensee at check-out time and hereby authorizes Southern Style Properties to remove Licensee's belongings from the premises at Licensee's expense at that time. **Licensees shall not keep domestic or other animals on or about the premises without prior written consent of Sea Island Rentals. Any special pet arrangement is an integral part of this Agreement. Failure to make such arrangements will result in the immediate termination of this Agreement, forfeiture of all rent and deposits AND immediate eviction. This agreement is not transferable.**
7. **QUIET ENJOYMENT:** This property is offered for rent solely for the quiet enjoyment of the Licensees. Any other usage will result in the immediate termination of this Agreement, forfeiture of all rent and deposits AND immediate eviction. **ABSOLUTELY NO HOUSE PARTIES, FRATERNITY PARTIES OR YOUTH GROUPS, WEDDINGS OR RECEPTIONS ARE ALLOWED!**
8. **ENTRY BY AGENT:** Southern Style Properties, its Agents, Employees, and/or Contractors reserve the right to enter the premises during all reasonable hours to examine the same, to make repairs, and pest control as may be deemed necessary. Except for emergencies, a twenty-four hour notice will be given prior to entry.
9. **SMOKING IS EXPRESSLY PROHIBITED ON THE PREMISES!**
10. **CLEANING:** Routine cleaning is provided by the Agency. Licensees agree to empty the refrigerator and freezer and to take out all trash. Premises should be vacated in such a condition as it was upon taking occupancy. **ADDITIONAL OR EXCESSIVE CLEANING WILL RESULT IN A DEDUCTION FROM THE DEPOSIT RETURNED DETERMINED BY THE AGENT.**
11. Our weekly rental rates include pre-arrival and departure cleaning services. Additional housekeeping is available upon request for a fee. Guests staying less than a week will be charged a departure cleaning fee.
12. Long distance calls may not be billed to the Owner's phone. All long distance calls are required to be collect, credit card, or charged to a third party.
13. Licensee authorizes Southern Style Properties to charge credit card if damages occurs or if excessive cleaning is required.
14. **ACCIDENTS:** Licensee agrees to hold Southern Style Properties harmless for any accident or injury whatsoever that may occur on the premises during occupancy.
15. **REPAIRS:** Southern Style Properties is not responsible for air conditioning or appliance breakdown. There will be no refunds in whole or in part for such breakdowns. Any breakdown will be repaired or

