

APPLICATION

APP#11029

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
Revised October 7, 2010

Application Fee
\$300

SPECIAL EXCEPTION APPLICATION

OFFICE USE ONLY: Date Filed: 1/23/15 Application #: ZB15-04 Zoning District: R-2

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): Laura Achurch
 Address: 1307 Charles Street
 Telephone: 524-8388 [day] [fax]
 E-mail: lauraachurch@hargray.com

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

PROPERTY STREET ADDRESS: 1305 Charles Street
 Tax Map No.: B121-002-000-0384-0000
 Parcel No.: Lot 5 Per Lot 6 BIK H River Addition

PAID
 1/23/15
 MKM
 CR

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: 1/23/15 Applicant's Signature: Laura Achurch

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) short-term rental

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: single-family residential

b. The proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area in that: single family home in residential 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

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: use is consistent with residential use

e. The likely impact on public health and safety is as follows: none

f. Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts is as follows: none

[A site plan must be submitted]



**GASQUE & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS**

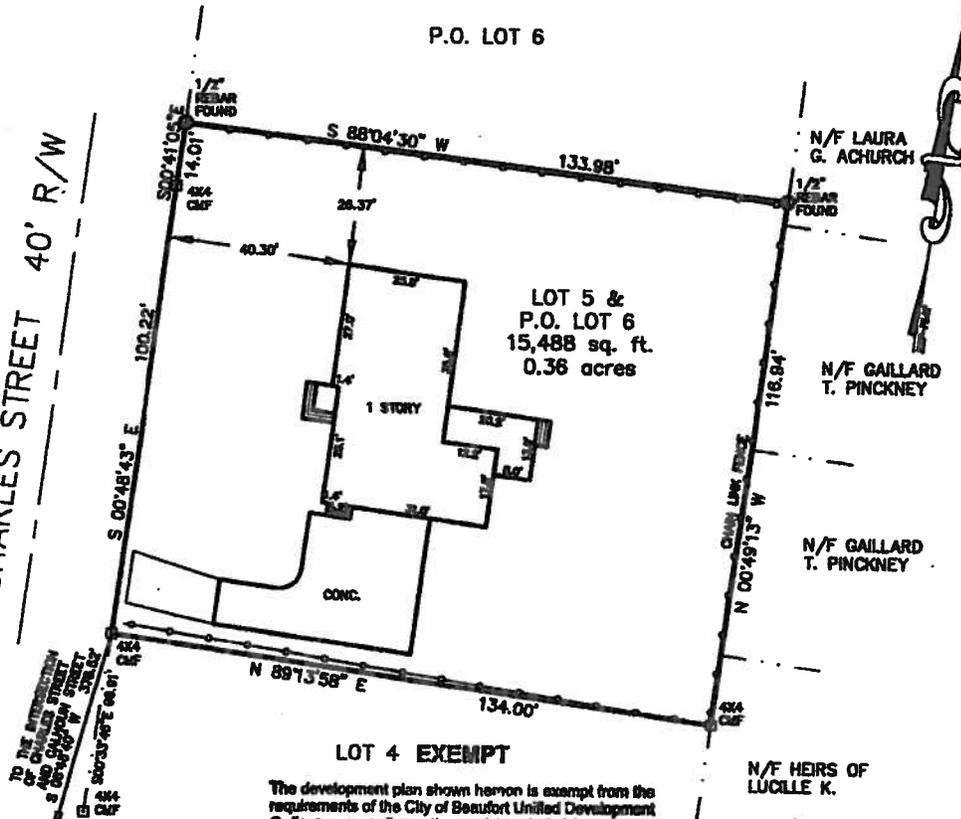
28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
PHONE (843) 522-1788



VICINITY MAP NOT TO SCALE

P.O. LOT 6

CHARLES STREET 40' R/W



LOT 5 &
P.O. LOT 6
15,488 sq. ft.
0.36 acres

LOT 4 EXEMPT

The development plan shown hereon is exempt from the requirements of the City of Beaufort Unified Development Ordinance according to the provisions in Article 5.1.B.

ASBUILT SURVEY PREPARED FOR
LAURA G. ACHURCH

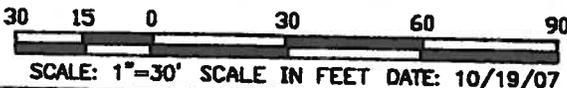
Certified by: *J. Bachel*
Date: 11-6-07
City of Beaufort Planning Department

BEING LOT 5, AND A PORTION OF LOT 6, BLOCK "H", RIVER ADDITION, AS SHOWN ON A PLAT BY R.D. TROGDON, JR. DATED 1/23/85 AND IS RECORDED IN DEED BOOK 412 PAGE 756 BEAUFORT COUNTY RMC OFFICE

TAX MAP 121-002-0384

LOCATED IN THE CITY OF BEAUFORT, BEAUFORT COUNTY, SOUTH CAROLINA
THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS: AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
THIS PLAT IS COPYRIGHTED AND IS INTENDED ONLY FOR THE ENTITY OR PERSON(S) SHOWN HERE ON. THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
THIS PROPERTY APPEARS TO BE IN FLOOD ZONE "C" AS DETERMINED BY FEMA FIRM COMM-PANEL NUMBER 45098 C005 D, DATED 8/25/88 (INDEX DATED 11/4/88).
THE UNDERSIGNED DOES NOT CERTIFY THAT THE PROPERTY SHOWN HEREON COMPLIES WITH ANY RESTRICTIVE COVENANTS OR ANY CITY AND/OR COUNTY ORDINANCES.

I, DAVID E. GASQUE, HEREBY CERTIFY TO LAURA G. ACHURCH THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS DEFINED THEREIN. ALSO THERE ARE NO ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN. THIS SURVEY IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE AND HAS AN EMBOSSED SEAL. AREA DETERMINED BY COORDINATE METHOD.



10-22-07
DAVID E. GASQUE, R.L.S. JOB # 34348
S.C. REGISTRATION NUMBER 10596 FB/753/JEP DSGN#2
THIS PLAT IS NOT BINDING UNLESS ACCOMPANIED BY AN ORIGINAL SIGNATURE AND AN EMBOSSED SEAL.



CITY OF BEAUFORT
CONTACT LIST FOR SHORT TERM RENTAL
LOCATED AT 1305 Charles Street

PROPERTY OWNER:

Name: Laura Achurch
Address: 1307 Charles Street
Phone: 524-8388
E-Mail: lauraachurch@hargray.com

PROPERTY MANAGER: (PRIMARY)

Name: Laura Achurch
Address: 1307 Charles Street
Phone: 524-8388 c 812-3199
E-Mail: lauraachurch@hargray.com

PROPERTY MANAGER: (BACK-UP)

Name: Robert Achurch
Address: 1307 Charles Street
Phone: 524-8388 c 812-1792
E-Mail: lauraachurch@hargray.com

PROPERTY MANAGER (SECONDARY BACK-UP)

Name: Robin Koppernaes
Address: 2423 Pigeon Point Road
Phone: 592-0881
E-Mail: weebec@hargray.com

From: **Laura Achurch** lauraachurch@hargray.com 
Subject:
Date: **January 22, 2015 at 12:34 PM**
To: **Laura Achurch** lauraachurch@hargray.com



From: **Laura Achurch** lauraachurch@hargray.com 
Subject:
Date: January 22, 2015 at 12:32 PM
To: **Laura Achurch** lauraachurch@hargray.com



From: **lauraachurch** lauraachurch@charter.net
Subject: Living room
Date: May 13, 2012 at 7:56 PM
To: **Laura Achurch** lauraachurch@charter.net



From: **lauraachurch** lauraachurch@charter.net
Subject: **Living room**
Date: **May 13, 2012 at 7:56 PM**
To: **Laura Achurch** lauraachurch@charter.net



From: **lauraachurch** lauraachurch@charter.net
Subject: Kitchen
Date: August 14, 2012 at 7:06 PM
To: lauraachurch@hargray.com



Sent from my iPhone

From: lauraachurch lauraachurch@charter.net
Subject: Dining area
Date: August 14, 2012 at 7:06 PM
To: lauraachurch@hargray.com



Sent from my iPhone

From: **lauraachurch** lauraachurch@charter.net
Subject: Bathroom
Date: May 13, 2012 at 7:54 PM
To: Laura Achurch lauraachurch@charter.net



Sent from my iPhone

From: **lauraachurch** lauraachurch@charter.net
Subject: **Bathroom**
Date: **May 13, 2012 at 7:55 PM**
To: **Laura Achurch** lauraachurch@charter.net

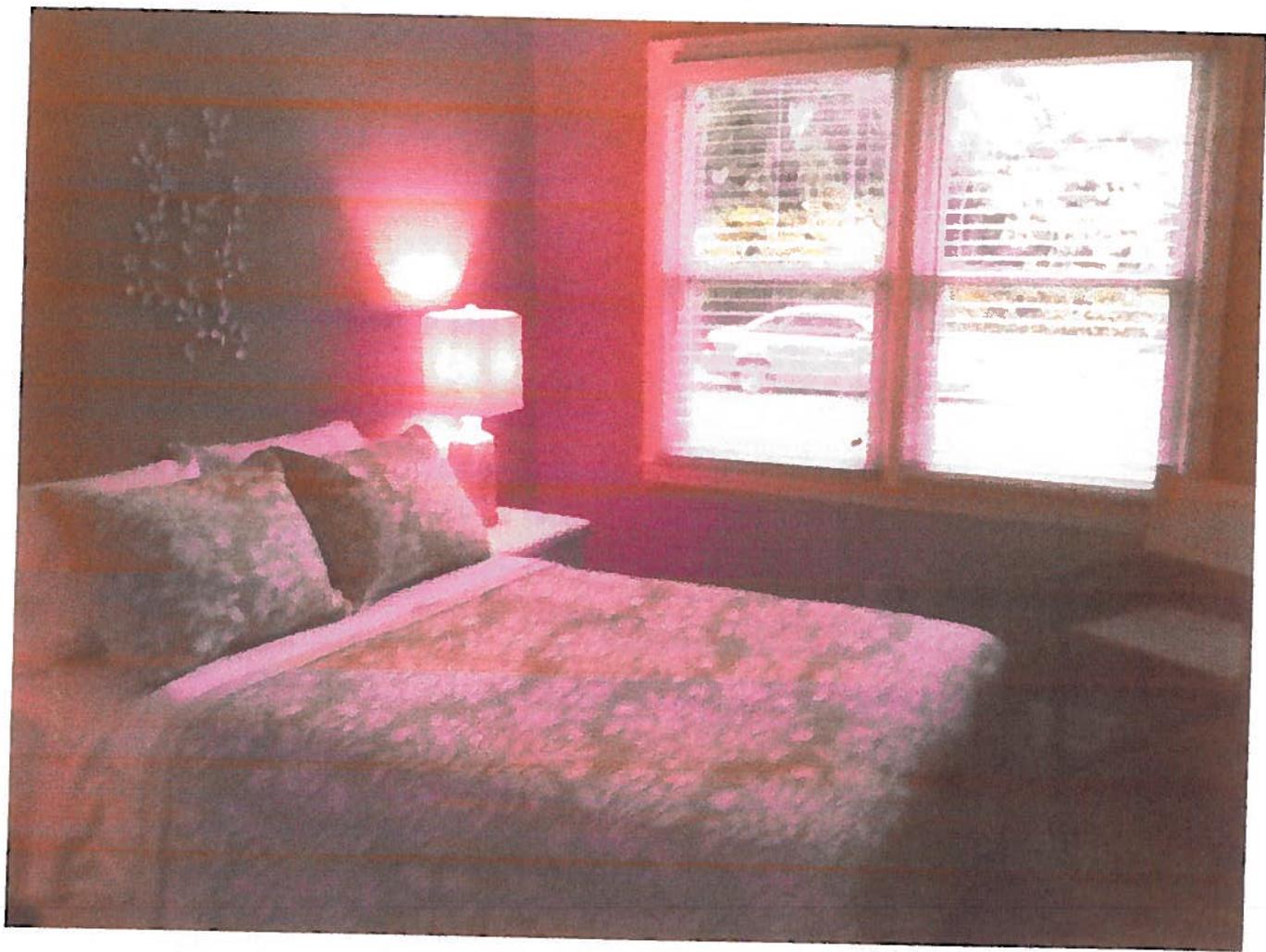


Sent from my iPhone

From: **lauraachurch** lauraachurch@charter.net
Subject: **Master bedroom**
Date: **May 13, 2012 at 8:00 PM**
To: **Laura Achurch** lauraachurch@charter.net



From: **lauraachurch** lauraachurch@charter.net
Subject: **3rd bedroom**
Date: **May 13, 2012 at 7:59 PM**
To: **Laura Achurch** lauraachurch@charter.net



**MANAGEMENT PLAN
1305 Charles Street
Robert & Laura Achurch**

1. All taxes, filing fees, licenses and fees are filed by: **Hot Spot Tax Services
7950 E. Prentice Ave.
Suite 210
Englewood, CO 801112**
2. Garbage and recycling paid every month through BJWSA
3. Maintenance provided by: **Professional Home Builders/Larry Davidson**
4. Pest Control Services provided by **Jimmy Sauls Pest Control**
5. Yard Services provided by: **The Achurch Family**
6. Cleaning services provided by: **Coastal Cottage Cleaning**

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the "Agreement") is made by and between Laura Achurch ("Homeowner") 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:
1305 Charles Street, Beaufort, SC 29902

The property is furnished and includes washer, dryer, refrigerator, microwave, coffeemaker, toaster oven and all linens and towels.

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 5 persons. An additional charge of \$10 per person per night for guests in addition to 5 will be assessed.

4. Term of Lease: The lease begins at 3PM on _____, 2015 (the "Check-In Date") and ends at 11AM on _____, 2015 (the "Check-Out Date").

5. Minimum Stay: This property requires a 2-night minimum stay. Longer minimum stays may be required during holiday periods.

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. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

8. Pets: No pets of any kind are allowed in this home unless approved by the owner prior to rental. A separate pet addendum must be read and signed by tenant prior to rental approval.

9. Rental Rate and Fees

- a. Damage Protection: A \$49.00 damage protection policy is included in the total and will not be used provided no deductions are made due to:
- i. Damage to the property or furnishings
 - ii. Dirt or other mess requiring excessive cleaning; or
 - iii. Any other cost incurred by Homeowner due to Guest's stay

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

- b. Balance of Rental: Payment in full of balance of rental is due at the time of check-in.

	per night x nights	= \$
Taxes(10%)		\$
Damage protection		\$
Cleaning fee		\$
Less deposit now due		\$
Total Balance Due at arrival		\$

10. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

___100___% if cancelled 60 days prior to the Check-In Date

___50___% if cancelled 30 days prior to the Check-In Date

11. Insurance: We encourage all renters to purchase traveler insurance. Purchase of such is renter's responsibility. Property owner is not responsible for lost or stolen articles, or any accidents, injuries or illness that occurs while on the premises or its facilities.

12. Payment: Acceptable payment methods are personal check, paypal or credit card. If you wish to use a credit card, please let me know ASAP and I will invoice you for the amount. Your information is NOT kept on file, so I will need to invoice you again for the balance that is due at arrival.

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

Homeowner:

Guest:

Name(print): Laura Achurch

Name(print): _____

Date: _____ / /15 _____

Date: _____

Phone #(during stay):

Phone # (during stay):

(843)524-8388

PET RENTAL AGREEMENT

Pets are permitted in the home only with prior approval. A \$200.00 per security deposit applies, payable upon arrival. All pets must be up-to-date on all vaccinations. Heartworm preventative is highly recommended. All pets are to be treated with a flea and tick repellent prior to arrival. Fleas and ticks are a problem in the Lowcountry and can cause harmful/fatal illness to both humans and pets. All of the above are the sole responsibility of the pet owner. LGA Holdings, LLC assumes no responsibility for illness or injury that humans or pets may incur while on the premises.

Your pet deposit IS NOT applied toward rent and is fully refundable provided the following provisions are met:

- No damage is done to home or its contents, beyond normal wear and tear

Renter also agrees to mandatory housekeeping every two weeks at the renter's expense. The housekeeper's cleaning day and time will be negotiable, and you are welcome to be present for the cleaning -or you may leave—your choice. This expense, for all cleanings, is due upon arrival.

PET ADDENDUM

It is hereby agreed by and between LGA Holdings, LLC(*homeowner*) and _____(*guest*) that homeowner will guest to have the following described pet and no others, in the vacations home upon and subject to the terms and conditions of the rental agreement and this addendum.

The permission granted herein shall be limited to (a) certain pet named _____ accurately described below:

Type of Pet: _____

Breed: _____

Color: _____

Weight: _____

Age: _____

Sex: _____

Neutered: _____

Guest hereby agrees to comply to the following:

1. Guest to pay additional security deposit per pet in the amount of \$200.00.
2. Renter agrees to mandatory cleaning every two weeks at a charge of \$75 per visit, payable in advance to Laura Achurch. Time and date of cleaning will be scheduled by Laura and cleaner and paid to cleaner by Laura.
3. Pet must comply with the following specifications(documentation from an accredited veterinarian must be provided by Guest upon request):
 - Must be pre-approved by LGA Holdings, LLC
 - Must be at least one(1) year of age or older
 - Must be up to date on all vaccinations. Heartworm preventative is highly recommended.
4. Guest is responsible for cleaning up any/all pet waste and refuse.
5. Pet is to be treated with a flea and tick repellent prior to arrival.

6. Pet will not damage premises. If damages are caused, the cost of the damage may be deducted from the security deposit.
7. Guest should prevent pet from producing excessive noise at a level that disturbs neighbors.
8. Pet will not be left unattended for an undue length of time, either indoors or out. Pet will not be left unattended in the yard.
9. Homeowner assumes no responsibility for illness or injury that may incur to pets or humans while on the premises.
10. Please prevent your pet from occupying furniture or the bed. This can cause excess dirt/filth and wear and tear.

All items are the sole responsibility of the pet owner.

Sign _____
Date _____

Accepted by _____

Exhibit A

RENTAL RULES

1. Smoking is NOT allowed.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person is the sole responsibility of Guest.
3. No pets of any kind are allowed. Any pets on premises result in loss of security deposit and termination of rental.
4. This is a residential neighborhood. No loud noises. Please be respectful of our neighbors.
5. A Hunting Island beach pass is provided for the duration of your stay. If the pass is not left for owner, pass replacement will be deducted from deposit refund.
6. This home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. 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 premises.
7. Keep the premises and all furnishings in good order.
8. Only use appliances for their intended use.
9. Parking is limited to 3 vehicles. Vehicles are to park in designated areas 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. No campers of any kind are allowed. This is a city ordinance.
10. There is no daily maid service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We suggest you bring your beach towels. We do not permit towels or linens to be taken from the home. Please hang up all towels upon departure.
11. The fireplace is a non-working fireplace that DOES NOT meet safety codes. Any use of such fireplace will result in termination of rental.

12. If there is a storm or a hurricane, no refunds will be given unless:

- The state or local authorities order mandatory evacuations in a "Tropical Storm/Hurricane Warning area" and/or
- A "mandatory evacuation order has been given for the Tropical Storm/Hurricane Warning" area of residence of a vacationing guest.
- The day that the authorities order a mandatory evacuation order in a "Tropical Storm/Hurricane Warning" area, 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 Hurricane Warning is lifted; and

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

13. Trash and recycling are both picked up on Monday morning. The tenant agrees to remove trash in a timely manner.

14. Please do not leave doors or windows open while the heating or air conditioning are on. Utilities are very expensive.

15. Most importantly, have a wonderful stay in our charming little City!