

SPECIAL EXCEPTION APPLICATION
817 AUDUSTA PLACE

App# 12848
PAID
2/29/16 cc

City of Beaufort Zoning Board of Appeals
1911 Boundary Street
Beaufort, South Carolina 29902
Phone (843) 525-7011, Fax (843) 986-5606
E-Mail: jbachety@cityofbeaufort.org
*Revised September 12, 2014

Application Fee
\$300

SPECIAL EXCEPTION APPLICATION

OFFICE USE ONLY: Date Filed: 2/29/16 Application #: ZB16-09 Zoning District: R-1

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): Mary and Marc Honaker, represented by Greta Maddox - Natural Retreats

Address: 1551 Sea Island Parkway, St. Helena, SC 29920

Telephone: 843-476-1310 [day] _____ [fax]

E-mail: gretamaddox1@gmail.com

OWNER(S) if other than Applicant(s): Marc and Mary Honaker

Address: 411 Nottingham Drive, Charlotte, NC 28211

Telephone: 704-661-3306 [day] 704-366-7726 [fax]

PROPERTY STREET ADDRESS: 817 Audusta Drive

Tax Map No.: 120-002-000-0137-0000 (PIN)

Parcel No.: Lots 38 & 39 Beaufort Shores, 00202550 (AIN)

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: February 29, 2016

Owner's Signature: Mary Grose Honaker
Digitally signed by Mary Grose Honaker
DN: cn=Mary Grose Honaker, o, ou,
email=mary.honaker@cityofbeaufort.com, c=US
Date: 2016.02.29 11:20:03 -0800

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

Date: February 29, 2016

Applicant's Signature: Mary Grose Honaker
Digitally signed by Mary Grose Honaker
DN: cn=Mary Grose Honaker, o, ou,
email=mary.honaker@cityofbeaufort.com, c=US
Date: 2016.02.29 00:09:05 -0800

City of Beaufort Zoning Board of Appeals

1911 Boundary Street

Beaufort, South Carolina 29902

Phone: (843) 525-7011, Fax: (834) 986-5606

E-Mail: jbachety@cityofbeaufort.org

* Revised September 12, 2014

APPLICATION FOR SPECIAL EXCEPTION

Applicant hereby appeals to the Zoning Board of Appeals for a special exception for a (ex. Type 2 Home Occupation) Short Term Rental Permit for 817 Audusta Place, Beaufort SC

on property described on Page 1, which is permitted by special exception under the district regulation in Section 5.1 of the Unified Development Ordinance (UDO).

1. Applicant will meet the standards in Section 3.16.D of the UDO which are applicable to the proposed special exception in the following manner:

a. The proposed use is compatible with existing land uses in the surrounding area as follows: The property would be rented only for short term occupancy. We plan to use the property when it is not rented.
No additional structures or accommodations need to be made beyond what already exists on the property.

b. The proposed site plan, circulation plan, and schematic architectural designs are harmonious with the character of the surrounding area in that: no additional changes are required.

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 anticipated impacts are expected, except that there may be less need for infrastructure services, as the home will not be occupied 100% of the time. Additionally, as the home will be occupied by the owners when not rented, there will be an extra measure of inspection and maintenance that will be exercised.

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 changes are being submitted.

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]

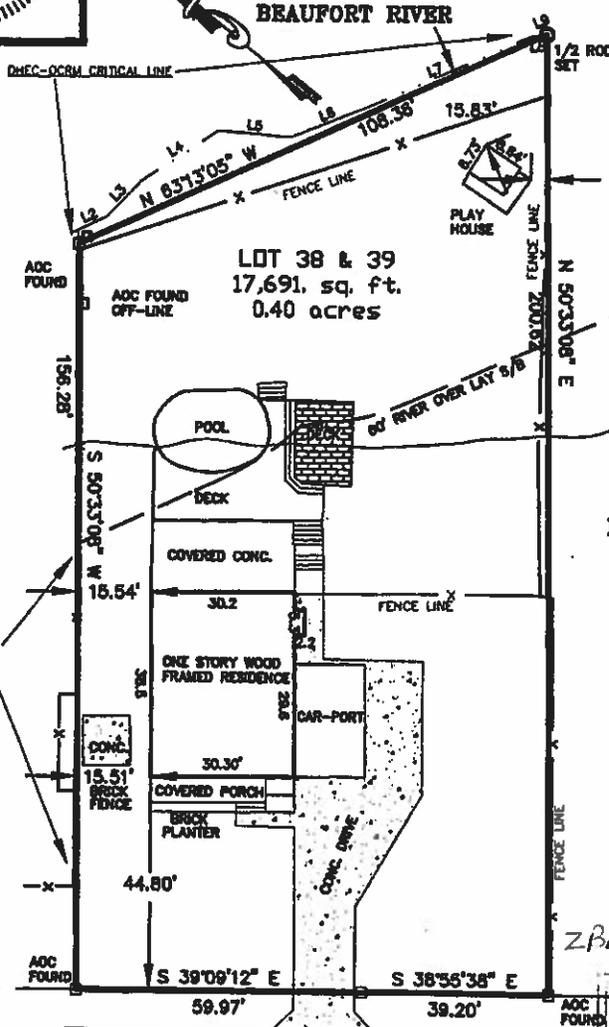


GASQUE & ASSOCIATES INC.
LAND SURVEYORS & PLANNERS

28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 P.O. BOX 1363, BEAUFORT, S.C.
 PHONE (843) 522-1798



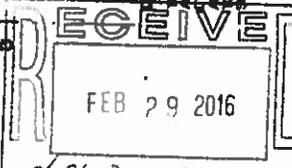
VICINITY MAP NOT TO SCALE



LINE	LENGTH	BEARING
L1	2.91	N80°33'08"E
L2	6.63	S63°31'20"E
L3	10.40	S85°17'03"E
L4	19.61	S71°35'37"E
L5	15.38	S34°15'11"E
L6	17.87	S80°28'44"E
L7	37.55	S82°38'00"E
L8	2.19	S39°10'36"E
L9	0.89	S63°13'05"E

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF THE DEPARTMENT, THE DEPARTMENT IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT.

THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR SHALL BE FILED WITH THE DATE OF THIS PLAT. THIS PLAT IS VOID WITHOUT THE SIGNATURE AND SEAL OF THE SURVEYOR.



AS-BUILT SURVEY PREPARED FOR

MARC J. HONAKER

BEING LOT 38, AND 39, BLOCK "E" BEAUFORT SHORES SUBDIVISION AS SHOWN ON A PLAT BY ARTHUR O. CHRISTENSEN DATED NOVEMBER 1946, LAST REVISED FEBRUARY 1947 AND RECORDED IN PLAT BOOK 6, PAGE 67, BEAUFORT COUNTY R.M.C. OFFICE

BEAUFORT TAX MAP 120-002-0137
 LOCATED IN THE CITY OF BEAUFORT, BEAUFORT COUNTY, S.C.

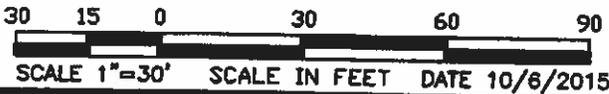
THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS; AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.

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 LIES IN FLOOD ZONE "E" AND A-11, BASE ELEV. 13.00 AS DETERMINED BY F.E.M.A. FIRM CONG. PANEL NUMBER 460024 0066 D DATED 09/29/88. THE UNDERSIGNED DOES NOT CERTIFY THAT THE PROPERTY SHOWN HEREON COMPLIES WITH ANY RESTRICTIVE CONVEYANCES OR ANY CITY AND/OR COUNTY ORDINANCES.

I, DAVID E. GASQUE, HEREBY CERTIFY TO MARC J. HONAKER 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 SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN. THIS SURVEY IS NOT VALID UNLESS IT BORN THE ORIGINAL SIGNATURE AND HAS AN EMBOSSED SEAL. AREA DETERMINED BY COORDINATE METHOD.



DAVID E. GASQUE, R.L.S. JOB #43865
 S.C. REGISTRATION NUMBER 10608 FB#903/CG DSGN#7
 THIS PLAT IS NOT BINDING UNLESS ACCOMPANIED BY AN ORIGINAL SIGNATURE AND AN EMBOSSED SEAL.

Sample Rental Agreement # 46985

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

Owner: Mary Honaker	Primary Tenant: greta maddox p.o. box 793 st. helena, SC 29920 gretamaddox@seasidegetaways.com Tenant password: 7556	Agent: Natural Retreats 1551 Sea Island Parkway St. Helena Island, SC 29920 1.877.805.7794 843-410-5724 (f)
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Start Date:03/25/2016 Time: 4pm

End Date:03/28/2016 Time: 10am

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

817 Audusta Place Beaufort, SC / Phone:

View from property: Water view

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

Max. occupancy: 4 /Sleeps: 4

Maximum # of vehicles allowed at property: 2.

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

Amenities on the property

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

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

Summary of charges:

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

Payment schedule
03/24/2016 \$132.00
\$

Guest Signature: _____ Date: _____

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

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

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

5 Palms (Luxury):

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

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

4.5 Palms:

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

4 Palms:

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

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

3.5 Palms:

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

3 Palms:

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

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

2 Palms:

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

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

1 Palm (Economy):

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

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

Please list names and ages of all guests below:

_____	_____
_____	_____
_____	_____

All checks should be made payable to Natural Retreats, and mailed to 1551 Sea Island parkway, St. Helena, S.C.

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

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

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

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

Credit card number _____

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

Customer name on credit card _____

Billing address _____

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

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

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

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

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

minus \$150 cancellation fee.

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

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

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

Reservation Fee: \$100 non-refundable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Guest Name _____ Date _____

Birth Date: _____

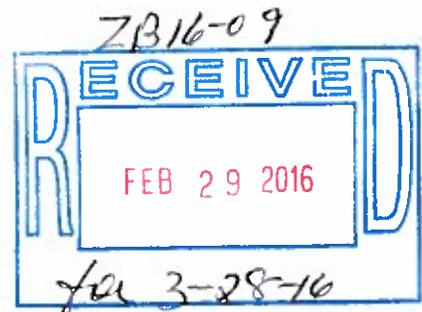
****Refer a Friend (s) or Family and Receive \$100 off your Vacation****

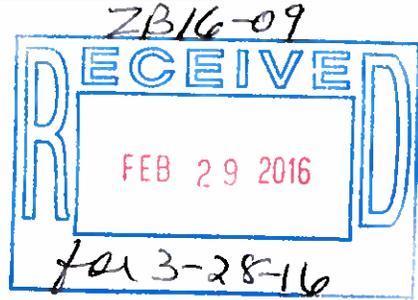
NATURAL RETREATS

EXPLORE. DREAM. DISCOVER.

Rental and Property Management Agreement Term Sheet

Effective Date	March 1, 2016
Owner(s) Name & Contact information	Mary Honaker
Property Name and Address	817 Audusta Place, Beaufort SC 29902
Rental Management Fee %	30%
Cost of Stay charge	N/A
Property Management Services	Leasing, Departure Cleans, Comprehensive Cleans, General Upkeep, Property enhancement project management and oversight
Reserve Amount	\$1000
Peak Seasons and Owner Availability	All year, Owner may use when unoccupied
Pet terms	Pets Allowed: Y or N (please mark) Pet fees are allocated to Agent Under 25 pounds, no drooling breeds. Other considerations to be made only after speaking with property owners.
Comp Stay terms	7 nights/year
Other Services	N/A





CITY OF BEAUFORT
CONTACT LIST FOR SHORT TERM RENTAL
LOCATED AT _817 Audusta Place, Beaufort, SC 29902

PROPERTY OWNER:

Name: Mary and Marc Honaker _____

Address: 411 Nottingham Drive, Charlotte, NC 28211 _____

Phone: (704) 661-3306 _____

E-Mail: mgrose@earthlink.net and marchonaker@msn.com _____

PROPERTY MANAGER: (PRIMARY)

Name: Natural Retreats (f.k.a. Seaside Residential Management) – Matt Elliott _____

Address: 1551 Sea Island Parkway, St. Helena, SC 29920 _____

Phone: (843) 812-3715 (Matt Elliott) _____

E-Mail: m.elliott@naturalretreats.com _____

PROPERTY MANAGER: (BACK-UP)

Name: Natural Retreats (f.k.a. Seaside Residential Management) – Greta Maddox _____

Address: 1551 Sea Island Parkway, St. Helena, SC 29920 _____

Phone: (843) 476-1310 _____

E-Mail: gretamaddox1@gmail.com

PROPERTY MANAGER (SECONDARY BACK-UP)

Name: Mary Honaker

Address: 411 Nottingham Drive, Charlotte, NC 28211 _____

Phone: (704) 661-3306

E-Mail: mgrose@earthlink.net; mary.honaker@wellsfargo.com _____

STAFF REPORT
817 AUDUSTA PLACE

**CITY OF BEAUFORT
ZONING BOARD OF APPEALS
Staff Report and Recommendations
Meeting of 28 March 2016**

Case Number: ZB16-09
Property Address: 817 Audusta Place
Applicant: Marc and Mary Honaker
Type of Request: Special Exception for Short Term Rental
Zoning: R-1 District

Background: The property is located at 817 Audusta Place in the Pigeon Point neighborhood (see Site Location Map attached). The property is identified as District 120, Tax Map 2, Parcel 137. The lot is zoned “R-1 Low Density Single-Family Residential District” (R-1). A single-family dwelling is located on the lot. The dwelling has two bedrooms and two bathrooms. Photos of the property are attached.

The property owners, who live in Charlotte, desire to rent the dwelling on a short term basis (i.e., for periods less than 30 days). Short term rental of a dwelling unit where the owner does not live on the premises is permitted by special exception in the R-1 District. Special exceptions are approved by the Zoning Board of Appeals. The ordinance permitting short term rentals is attached.

The applicant has contracted with a local property management firm, Seaside Residential Management, to manage the rental. The firm has a City of Beaufort Business License. The applicant has provided a copy of the rental agreement that will be used. The agreement does not stipulate a minimum two-night stay as required by the City’s ordinance. The rental agreement limits the number of persons in the unit to four. The agreement limits the number of vehicles on the site to two and stipulates that the vehicles must park in the driveway. The property has adequate on-site parking to accommodate two vehicles.

Public comment: The public hearing notice referencing this application appeared in the March 13, 2016 edition of *The Beaufort Gazette*. The property was posted on March 14. Letters were sent to adjoining property owners on March 18. The president of the Pigeon Point Neighborhood Association was notified of the hearing by e-mail on March 19. Staff has received no public comments on this application as of the date of this writing.

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

According to the UDO, the Zoning Board of Appeals may approve an application for a Special Exception where it reasonably determines that there will be no significant negative impact upon residents of surrounding property or upon the general public. The UDO stipulates that the Board shall consider six criteria in its review of an application for a special exception. Staff comments on how the application relates to these criteria follows.

- (1) *Whether the proposed use is compatible with existing land uses in the surrounding area.* The property is located on Audusta Place on the Beaufort River. The property is located just off Pigeon Point Road which functions as a residential collector street. The property is two blocks from Pigeon Point Park, 7-acre neighborhood park. The property is located ½ mile north of 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.
- (5) *Likely impact on public health and safety.* The proposed use will likely have little impact on public health and safety since a local property management firm will be managing the unit.
- (6) *Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts.* In staff's opinion, the proposed use has little potential to create noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts since a local property management firm will be managing the unit and if a monitored fire alarm is installed as required by the Building Official.

Staff recommendation: Staff recommends approval of the special exception on the following conditions:

- that the rental agreement be revised to stipulate a minimum two-night stay as required by the City's ordinance; and
- that a monitored fire alarm system be installed

817 Audusta Place



Photo of Site from Google Maps



STAFF REPORT
817 AUDUSTA PLACE

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ZONING BOARD OF APPEALS
Staff Report and Recommendations
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