

**SPECIAL EXCEPTION APPLICATION**  
**2411 ALLISON ROAD**

AP 13338  
p26 18/16

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](mailto:jbachety@cityofbeaufort.org)  
\*Revised September 12, 2014

Application Fee  
\$300

**SPECIAL EXCEPTION APPLICATION**

OFFICE USE ONLY: Date Filed: 6/8/16 Application #: ZB1617 Zoning District: JC-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): Oliver Spencer  
Address: 4956 Wyatt Brook Way, Raleigh, NC 27609  
Telephone: (919) 931-4350 [day] [fax]  
E-mail: sherm8470@gmail.com

**PAID**  
6/18/16

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

PROPERTY STREET ADDRESS: 2411 Allison Rd., Beaufort, SC 29902  
Tax Map No.: (PIN) R12D D05 D00 180A 0000  
Parcel No.: Lot 3 Parcel A -> Alternate IO (AIN) 04649688

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: 5/23/16 Owner's Signature: \_\_\_\_\_

I (We) certify that the information in this application is correct.  
Date: 5/23/16 Applicant's Signature: \_\_\_\_\_

City of Beaufort Zoning Board of Appeals

1911 Boundary Street

Beaufort, South Carolina 29902

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

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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 2411 Allison Rd., 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: The property would be rented for short term occupancy part time and be owner occupied part time.  
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

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

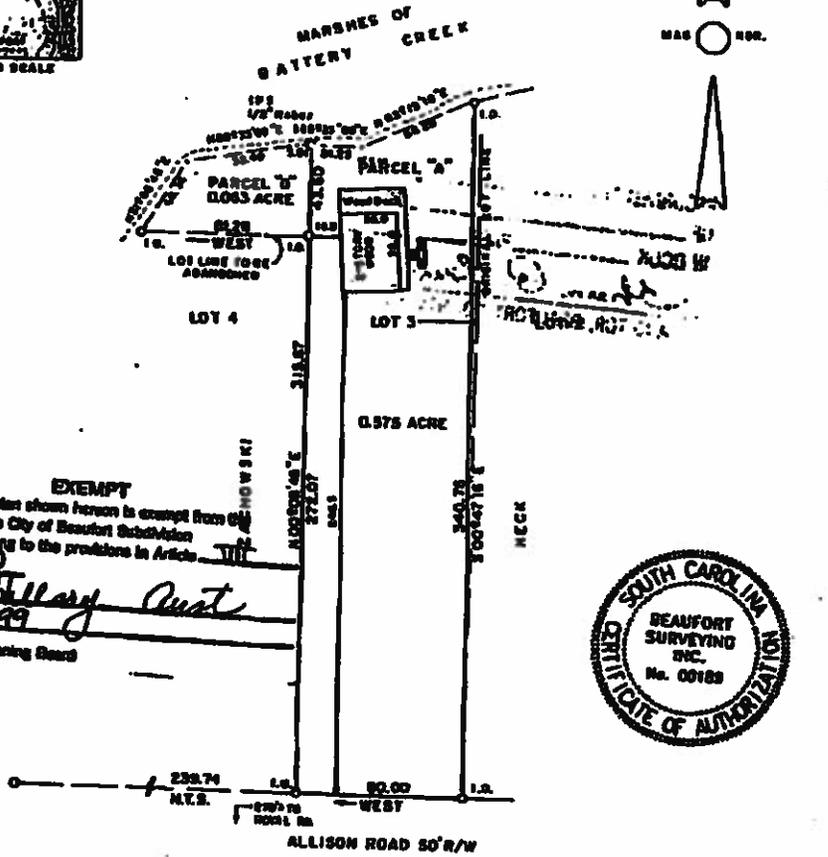
[A site plan must be submitted]



VICINITY MAP NO SCALE

2330

MAG. 000.



**EXEMPT**  
 The development plan shown hereon is exempt from the requirements of the City of Beaufort Subdivision Regulations according to the provisions in Article VII, Section 70.60.

Certified by: *J. J. [Signature]*  
 Date: *9/26/99*  
 Beaufort County Planning Board



**SUBDIVISION PLAT PREPARED FOR SARAH POLK PAUL**

THIS SAME BEING A PORTION OF LOT 3, AND A PORTION OF PARCEL "A", R. C. POLK SUBDIVISION, AS SHOWN ON A PLAT BY A. O. CHRISTENSEN, DATED AUGUST, 10, 1948 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 7, PAGE 14; ALSO A PLAT PREPARED FOR "SARAH POLK PAUL" BY DAVID S. YOUNG, DATED JUNE 3, 1991.

I HEREBY STATE 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 VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

THIS PROPERTY IS LOCATED IN ZONE B AS DETERMINED BY PRMA, FIRM COMMUNITY-PANEL NUMBER 450026 0005 D, DATED 9/29/86.

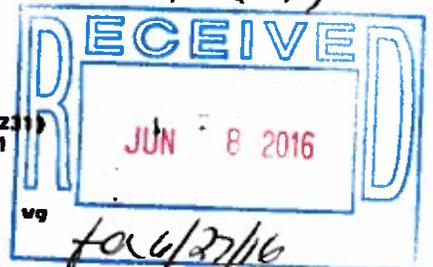
FIN: R120-005-000-180A-0000

SCALE 1" = 60'

OCTOBER 28, 1998

315A/BS

*David S. Young*  
 DAVID S. YOUNG R.L.S. 9765  
 BEAUFORT SURVEYING, INC.  
 1925 DUKE STREET (P.O. BOX 1231)  
 BEAUFORT, SOUTH CAROLINA 29901  
 (843) 524-3261 525-1175



Seaside Residential Management  
1551 Sea Island Parkway  
St. Helena Island, SC 29920  
Telephone:843-263-2714  
Fax: 843-410-5724  
Email: seasiderent@gmail.com

Dear ,

Attached is your rental agreement. Please sign & initials the pages and fax back to Seaside Residential Management at 843-410-5724 within 24 hours. If we do not receive a faxed confirmation within 3 days, our system automatically drops the reservation, making it available to others.

This is not a confirmed "booking" until Natural Retreats receives the deposit due within 7 days.

Thank you so much, and have a great day!

843-410-5724 - Fax

Rental Agreement # 51486

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

Owner: Oliver Spencer

Primary Tenant: \_\_\_\_\_

Tenant password: 17544

Seaside Residential Management  
1551 Sea Island Parkway  
St. Helena Island, SC 29920  
843-476-1310

Start Date:06/25/2016 Time: 4pm End Date:07/02/2016 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:

Property Name: 2411 Allison Road

Property Address: 2411 Allison Road, Beaufort, SC 29902

Property Phone: \_\_\_\_\_

View from property: Water View

Property Rating: 3 Palms. Please initial here that you have read description below \_\_\_\_\_

Max. occupancy: 6 /Sleeps: 6

Maximum # of vehicles allowed at property: 3.

Minimum number of nights: 2

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

Summary of charges:

Rent \$ \_\_\_\_\_

Taxes \$ \_\_\_\_\_

travel insurance - rental guardian \$ \_\_\_\_\_

Reservation Fee/Damage Waiver \$ \_\_\_\_\_

Payment schedule

06/20/2016 \$

Guest Signature: \_\_\_\_\_ Date: \_\_\_\_\_

In consideration of the monies received and the mutual promises contained herein, the Owner of the subject Property, through Seaside Residential Management, 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. Seaside Residential Management as agent for the Owner, is representing the interest of the Owner in this transaction. Greta Maddox, d/b/a Seaside Residential Management 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 \_\_\_\_\_

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 Seaside Residential Management. 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 Seaside Residential Management, and mailed to 1551 Sea Island Parkway, SC 29920.

To make a payment by credit card please call me at 843-476-1310.

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 Seaside Residential Management 60 days prior to arrival. 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). If the balance is not received 60 days prior to arrival, Seaside Residential Management 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, all 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 covers 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 Seaside Residential Management 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 Seaside Residential Management 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 Seaside Residential Management within 24 hours of check-in, and for any items found to be missing.

Seaside Residential Management 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 6. The minimum number of nights this property can be rented is 2. 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, Seaside Residential Management 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.

**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 843-263-2714. **IMPORTANT:** please make sure to return the key to the lockbox and scramble the code prior to leaving.

**No Smoking:** NO SMOKING is allowed in the property.

**Pet Friendly Homes:** This property is designated as a Pet Friendly home. We require a non-refundable Pet Fee of \$300 per pet, depending on the owner. Also, you are responsible for picking up after your pet all the time...in all areas... including our yard and any common areas for the island. Thank you.

**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 photocopy of my drivers license as proof of age.

Guest's Signature \_\_\_\_\_ Date \_\_\_\_\_

Birth Date: \_\_\_\_\_



**CITY OF BEAUFORT  
CONTACT LIST FOR SHORT TERM RENTAL  
LOCATED AT \_\_\_\_\_**

**PROPERTY OWNER:**

Name: Oliver Spencer  
Address: 2411 Allison Rd, Beaufort SC 29902  
Phone: (919) 931-4350  
E-Mail: sherm8470@gmail.com

**PROPERTY MANAGER: (PRIMARY)**

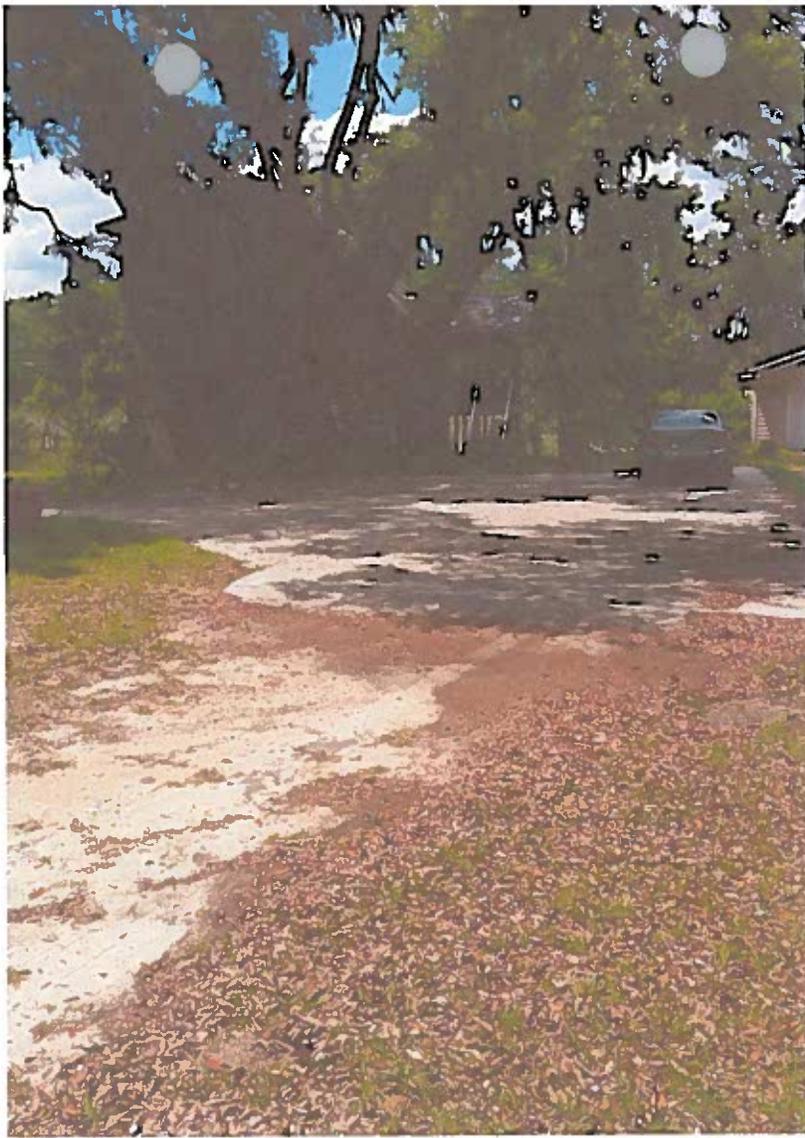
Name: Seaside Residential Management  
Address: 1551 Sea Island Parkway  
Phone: (843) 476-1310 Ereta Maddox  
E-Mail: eretamaddox1@gmail.com

**PROPERTY MANAGER: (BACK-UP)**

Name: "  
Address: "  
Phone: (843) 263-2714 Bunny Mindeman  
E-Mail: seasiderent@gmail.com

**PROPERTY MANAGER (SECONDARY BACK-UP)**

Name: \_\_\_\_\_  
Address: NA  
Phone: \_\_\_\_\_  
E-Mail: \_\_\_\_\_



Front of house parking.

ZB16-17  
RECEIVED  
JUN 8 2016  
for 6/22/16









**STAFF REPORT**  
**2411 ALLISON ROAD**

**CITY OF BEAUFORT  
ZONING BOARD OF APPEALS  
Staff Report and Recommendations  
Meeting of 27 June 2016**

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**Case Number:** ZB16-17  
**Property Address:** 2411 Allison Road  
**Applicant:** Oliver Spencer  
**Type of Request:** Special Exception for Short Term Rental  
**Zoning:** R-2 District

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Background: The property is located at 2411 Allison Road in the Royal Oaks neighborhood (see Site Location Map attached). The property is identified as District 120, Tax Map 5, Parcel 180A. The property is zoned “R-2 Medium Density Single-Family Residential District” (R-2). A single-family dwelling is located on the lot. Photos of the property are attached.

The property owner, who lives in North Carolina, desires 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.

The property owners are proposing to use Seaside Rentals to manage the unit. The rental agreement specifies a minimum 2-night stay which complies with the City’s ordinance. The rental agreement limits the persons in the unit to six. The agreement limits the number of vehicles to three. The lot has adequate on-site parking for three vehicles. The agreement does not mention where vehicles should be parked. The rental agreement seems to imply that special events are permitted.

Staff comments: Any property management firm must have a current City business license to manage property in the city.

Questions for the applicant: How many bedrooms and bathrooms are in the dwelling?

Public comment: The property was posted on June 10. The public hearing notice referencing this application appeared in the June 12 edition of *The Beaufort Gazette*. Letters were sent to adjoining property owners on June 15. 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 the marshes of Battery Creek in the Royal Pines neighborhood. The property is located within a block of the Spanish Moss Trail and a block and a half from Ribaut Road, a major arterial street. While the property is zoned residential, the eastern half of Allison Road is zoned Medical.
- (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 unit will be managed by a local property manager.
- (6) *Potential creation of noise, lights, fumes, dust, smoke, vibration, fire hazard, or other injurious or obnoxious impacts.* Staff believes there is little potential to create injurious or obnoxious impacts if a local property manager is available 24/7 to address any issues that arise with rental of the unit.

Staff recommendation: If the Board can determine that there will be no significant negative impact on surrounding property, staff recommends approval of the special exception on the following conditions:

- that no large parties (ex. more than four persons not listed on the rental agreement) or special events (ex., weddings, reunions) be permitted as part of the short term rental;
- that the rental agreement be revised to reference the City's noise ordinance and state that "quiet hours" are between 9:00 PM and 8:00 AM;
- that a monitored fire alarm system be installed as required by the building official; and
- that the rental agreement be revised to stipulate that vehicles are to park in the driveway and not in the street or in the yard.

