

Chapter G. Residential Regulations

Article I: Generally

Section 1: Purpose.

- A. The Jekyll Island residential development standards and codes have been adopted for the purpose of interpreting, applying, supplementing, and implementing residential neighborhood design consistent with the history, character and architecture of Jekyll Island.
- B. These residential development standards recognize the importance of promoting the public health, safety and general welfare of Jekyll Island:
 - 1. To establish rules and responsibilities for the use, construction, repair, renovation, of buildings on leased property;
 - 2. Providing standards for the review, approval, inspection and enforcement of applicable residential development codes and standards;
 - 3. Establishing and defining duties and powers with respect to these regulations;
 - 4. Providing appeal procedures and remedies; and
 - 5. Providing penalties for violations of this article.
- C. The regulations set forth herein shall apply to all lands, leased or otherwise, within the Jekyll Island State Park limits now and in the future.
- D. These development standards and codes may be amended from time to time by the Jekyll Island-State Park Authority Board. A copy of the development standards and codes is maintained in the offices of the Jekyll Island-State Park Authority, and shall be available for inspection during normal business hours at the address provided above or on the Authority website, by the developer, owner, or prospective owner, contractor, architect, or agent of any such owner or representative of respective owner to inform themselves as to any and all such changes in these development standards and code.

Section 2: Applicability.

- A. New homes constructed within an existing neighborhood shall comply with the standards in this chapter.
- B. Improvements to existing homes with a project cost greater than fifty percent (50%) of the home's value, will be subject to the standards for new construction.
 - 1. The home's value shall be based on the Glynn County appraised value.
- C. All improvements to existing homes that qualify as maintenance or repair

including but not limited to repairs to electrical, mechanical, and plumbing systems, roof may require an application for a building permit, but are not subject to the design review standards in Article IV of this Chapter.

Section 3: Lots

- A. Lots within existing neighborhoods may not be subdivided.
- B. Any lessee may not use more than two (2) lots as a site for a single dwelling.
- C. Lots leased within existing neighborhoods are:
 - 1. Restricted to constructing single family detached homes and accessory structures in single-family districts.
 - 2. A new duplex may be built to replace an existing duplex only in those districts that specifically permit duplexes.
- D. Lot coverage of hardscape including buildings, walks, driveways, patios, and terraces is limited to 50% of the entire lot area.

Article II: Use and design standards for all Residential Property

Section 1: Generally

- A. All new homes, with the exception of accessory structures, shall have their main entrance open to the street front.

Section 2: Building Height

- A. No building shall be erected or structurally altered to exceed two and one-half stories or thirty-five (35) feet in height, measured from the ground.
- B. Additionally, new buildings in residential districts shall not be taller than one-hundred and twenty-five percent (125%) of average height of the two (2) immediately adjacent homes. This provision may be waived by the Authority.
- C. The minimum height of the main level shall be no less than nine (9) feet.
- D. No floor above the main level shall be less than eight (8) feet.

Section 3: Building Setbacks for Main Residential Building.

- A. The minimum front yard setback shall be a minimum of twenty-five (25) feet.
- B. Front yard setbacks shall be measured from the property line to the front of the building.
- C. For lots which have frontage on more than one street, the minimum setback from each street shall be a minimum of twenty-five (25) feet.
- D. In the event that existing homes are present on either side of the new home, the new home front yard setback shall be calculated by adding the required

minimum setback of twenty-five (25) feet, plus the existing setbacks for each of the two existing adjacent homes, then dividing by three (3).

- E. The new home should not have a setback of less than 25 feet. If the result of the setback equation, above, is less than 25 feet for the new home, the new setback will be set at 25 feet
- F. Side. The minimum side yard setback from any side property line shall be ten (10) feet.
- G. Rear. The minimum rear yard setback from the rear property line shall be twenty-five (25) feet.
- H. Porches, patios, terraces, and balconies may not encroach within any front, side or rear yard setbacks.

Section 4: Accessory Structures

- A. Setbacks.
 - 1. Front. The setback from the front property line shall be a minimum of sixty (60) feet.
 - 2. Side and Rear. The minimum setback for any side or rear property line shall be ten (10) feet, unless the side or rear property line abuts upon a street. If the side or rear property lines abut upon a street, the accessory building may not be erected nearer than 25 feet from either side or rear property lines.
 - 3. All accessory structures, , must be located no closer to the front property line than the front plane of the main dwelling unit.
 - 4. All accessory structures shall be attached to a foundation, anchored or otherwise tied down.
 - 5. A garage may be detached from, or attached to, the rear of the main dwelling unit.
 - 6. Accessory structures located behind the main dwelling unit, shall have a minimum rear yard setback of ten (10) feet.
 - 7. Accessory structures located behind the main dwelling unit, , shall be set back a minimum of fifteen (15) feet from the rear of the main dwelling unit.
- B. Height.
 - 1. Accessory structures located on a lot with a single-story main dwelling unit shall not be taller than the main dwelling unit.

2. Accessory structures located on a lot with a multi-story main dwelling unit shall not be taller than sixty percent (60%) of height of main dwelling or twenty-one (21) feet, whichever is lower.

Section 5: Parking, Driveways, and Paths.

- A. Garages may be accessed from a driveway along the street front.
- B. The maximum width of a driveways measured at the street frontage is ten (10) feet.
- C. Driveways may only have a single access point along the street frontage.
- D. Driveways and parking pads shall be paved with concrete or other surface approved by the Jekyll Island Design Review Group.
- E. On lots having a side or rear property line abutting a street, a driveway into the attached or detached garage from the side or rear street may be permitted upon the written consent of the Jekyll Island Design Review Group.
- F. Off street parking shall be permitted on a driveway, parking pad, in a garage or under a porte-cochere Parking in yards, lawns and landscaped areas is not permitted.

Article III: Residential Property Classifications

- A. Residential property shall be designated with one of the following use classifications as established by the Authority:
 1. Class A, Limited Residential Areas (A-L)
 2. Class A, Multiple Residential Areas (A-M)
 3. Class B, Limited Residential Areas (B-L)
 4. Class B, Multiple Residential Areas (B-M)
 5. Class C, Limited Residential Areas (C-L)
 6. Class C, Multiple Residential Areas (C-M)
 7. Planned Community (PC)

Section 1: Class A, Limited Residence Areas (A-L)

- A. Each building or premises shall be used only for the following purposes:
 1. Detached one-family dwellings with or without attached private garage. No more than one such dwelling shall be erected on any one lot, but any lessee may combine two or more lots into a single lot as a site for a single dwelling.

2. Accessory buildings. In addition to one one-family dwelling there may be erected on each individual lot, or group of two or more lots, one accessory building which may include a detached private garage and/or guest quarters, provided the use of such accessory building does not include any activity normally conducted as business, including rentals.
 3. Authority owned and operated parks and playgrounds.
- B. A-L area standards
1. The minimum lot size in the A-L classification shall be 12,000 square feet.
 2. No lot shall be subdivided or subleased, except as a whole for the purpose of erecting a complete dwelling on any portion; provided, however, that any lot may be subdivided where the portions so created are added to the adjoining lots on any side, and the original portion will have a remaining area of not less than 12,000 square feet.
 3. The primary structure shall occupy a ground area of not less than:
 - a. One-story building: 2,000 square feet.
 - b. Two-story building: 1,500 square feet.

Section 2: Class A, Multiple Residence Areas (A-M)

- A. Each building or premises shall be used only for the following purposes:
1. Any use permitted in the restrictions applicable to Class A, Limited Residence Areas (A-L).
 2. Two-family houses of not less than 2,400 square feet of total area and containing no more than two-family units, no one of which shall contain less than 1,000 square feet of area.
- B. A-M area standards
1. The minimum lot size in the A-M classification shall be 12,000 square feet.
 2. No lot shall be subdivided or subleased, except as a whole, for the purpose of erecting a complete dwelling on any portion; provided, however, that any lot may be subdivided where the portions so created are added to the adjoining lots on any side, and the original portion will have a remaining area of not less than 12,000 square feet.
 3. The main structure shall occupy a ground area of not less than:
 - a. One-story building: 2,000 square feet.
 - b. Two-story building: 1,500 square feet.

Section 3: Class B, Limited Residence Areas (B-L)

- A. Each building or premises shall be used only for the following purposes:
 - 1. Any use permitted in the restrictions applicable to Class A, Limited Residence Areas.
- B. B-L area standards
 - 1. The minimum lot size in the B-L classification shall be 10,000 square feet.
 - 2. No lot shall be subdivided or subleased, except as a whole, for the purpose of erecting a complete dwelling on any portion; provided, however, that any lot may be subdivided where the portions so created are added to the adjoining lots on any side, and the original portion will have a remaining area of not less than 10,000 square feet.
 - 3. The main structure shall occupy a ground area of not less than:
 - a. One-story building: 1,300 square feet.
 - b. Two-story building: 1,000 square feet.

Section 4: Class B, Multiple Residence Areas (B-M)

- A. Each building or premises shall be used only for the following purposes:
 - 1. Any use permitted in the restrictions applicable to Class B, Limited Residence Areas.
 - 2. Two-family houses of not less than 2,000 total square foot area, containing not more than two family units, no one which shall contain less than 800 square feet in area.
 - 3. No building or premises may be used alone or in addition to other uses as a place at which food and beverages are dispensed to or sold to the general public without the expressed written consent of the Authority.
- B. B-M area standards
 - 1. The minimum lot size in the B-M classification shall be 10,000 square feet.
 - 2. No lot shall be subdivided or subleased, except as a whole, for the purpose of erecting a complete dwelling on any portion; provided, however, than any lot may be subdivided where the portions so created are added to the adjoining lots on any side, and the original portion will have a remaining area of not less than 10,000 square feet.
 - 3. The main structure shall occupy a ground area of not less than:
 - a. One-story building: 1,300 square feet.
 - b. Two-story building: 1,000 square feet.

Section 5: Class C, Limited Residence Areas (C-L)

- A. Each building or premises shall be used only for the following purposes:
 - 1. Any use permitted in the restrictions applicable to Class B, Limited Residence Areas.
 - 2. Two-family detached or semi-detached houses containing not more than two family units, no one of which shall contain less than 600 square feet of area.
 - 3. Horticultural nurseries, gardens, greenhouses, but not the raising of poultry, pets or livestock, no storage or use of odor or dust producing substances shall be permitted. A flower or nursery sales shop may be permitted as an accessory use on approval of the Authority.
 - 4. Fire and police stations.
 - 5. Home occupations, in accordance with Article V, Section 3 of this chapter.
- B. C-L area standards
 - 1. The minimum lot size in the C-L classification shall be 10,000 square feet.
 - 2. No lot shall be subdivided or subleased, except as a whole, for the purpose of erecting a complete dwelling on any portion; provided, however, that any lot may be subdivided where the portions so created are added to the adjoining lots on any side, and the original portion will have a remaining area of not less than 10,000 square feet.
 - 3. The main structure shall occupy thereon a ground area of not less than:
 - a. One-story building: 1,000 square feet.
 - b. Two-story building: 800 square feet.

Section 6: Class C, Multiple Residence Areas (C-M)

- A. Each building or premises shall be used only for the following purposes:
 - 1. Any use permitted in the restrictions applicable to Class C, Limited Residence Areas.
 - 2. Multiple-family houses subject to the approval of the Authority for:
 - a. The lots upon which such structures may be placed; and
 - b. The arrangement and adequacy of facilities provided for occupants.
 - 3. Apartment houses containing no more than eight (8) units, no unit of which shall have less than a minimum of 400 square feet, subject to the approval of the Authority for:
 - A. The lots upon which such structures may be placed; and

- B. The arrangement and adequacy of facilities provided for occupants.
- 4. Club or lodge, provided the primary activity is not carried on as a for-profit business.
- 5. No building or premises may be used alone or in addition to other uses as a place at which food and beverages are dispensed or sold to the public.
- B. C-M area standards
 - 1. The minimum lot size in the C-M classification shall be 10,000 square feet.
 - 2. No lot shall be subdivided or subleased, except as a whole, for the purpose of erecting a complete dwelling on any portion; provided, however, that any lot may be subdivided where the portions so created are added to the adjoining lots on any side, and the original portion will have a remaining area of not less than 10,000 square feet.
 - 3. The main structure shall occupy thereon a ground area of not less than:
 - a. One-story building: 1,000 square feet.
 - b. Two-story building: 800 square feet.

Section 7: Planned Community (PC)

- A. General
 - 1. Purpose
 - a. The purpose of the Planned Community (PC) classification is to encourage creative and flexible projects that include compatible residential uses and related amenities unified by a development plan tailored to the surrounding area.
 - b. The PC classification shall be permissible when approved according to a site plan that ensures the conservation of the natural environment, efficient use of land, and efficiency in the extension of streets and utilities.
 - 2. Objectives. The Planned Community classification shall have the following characteristics:
 - a. Open space. Encourage ingenuity and resourcefulness in land planning techniques by developing functional open spaces.
 - b. Sense of place. Allow the design of communities that are architecturally and environmentally innovative and that achieve more efficient utilization of land than is possible through application of conventional subdivision standards.

- c. Mixture of density. Accommodate a mixture of residential density which are compatible both internally and externally.
 - d. Protection of natural resources. Ensure the conservation of the natural environment including trees and vegetation, topography, beachfront, and geological resources such as groundwater, soils, and drainage areas.
 - e. Buffers. Provide buffers, screening and landscaping between the planned community and adjacent properties.
 - f. Efficient land use. Encourage efficient use of land, street networks, and utility locations.
 - g. Compatibility and consistency. Maintain compatibility with nearby development and consistency with the Jekyll Island Master Plan and Conservation Plan.
- B. Standards for Planned Community classification
- 1. Land uses within each PC areas may include the following;
 - a. Residential dwelling units, including single-family, two-family detached or semi-detached houses, town house, and apartments;
 - b. Community centers, meeting facilities, and indoor or outdoor recreation facilities and spaces.
 - 2. The PC classification may be proposed only in locations that are consistent with the Master Plan to provide flexibility in the application of development and site design standards.
 - 3. Provisions for the permanent operation and maintenance of common open space shall be provided by covenant, deed restriction, or easement, by and for the benefit of a property owners association, land trust, or other legal authority.
 - 4. Provisions for street design and layout to accommodate access for fire and safety equipment.
 - 5. Provisions for sufficient off-street parking to accommodate all sizes of motor vehicles to serve each residential unit, including parking for visitors, shall be provided within the PC area to provide for the efficient use of streets and to ensure public safety.
 - 6. Development shall be designed and landscaped in a manner that ensures compatibility with residential uses within the PC and with development adjacent to the PC.

7. Safe routes for pedestrians and bicyclists shall be provided to connect internally within the PC and externally to adjacent development.
- C. Site Plan Requirements. A PC shall require a site development plan to accompany the application for approval.
1. Specific site design and development standards shall be set forth on the site plan and accompanying written narrative of use and design standards.
 2. All site plans shall be prepared to scale and with sufficient detail and clarity to demonstrate compliance with applicable codes, technical rules, and design guidelines.
 3. Site plans shall be prepared by a licensed professional engineer in the State of Georgia, unless waived by the Authority.
 - a. Site plans shall clearly delineate and demonstrate the proposed land uses, densities, arrangement of streets, building sites, common areas, amenities, parking, landscaping, utility locations, and stormwater management areas;
 - b. The applicant shall demonstrate compliance with the tree protection ordinance and other applicable requirements of the development code.
 4. Upon approval of the PC, the site plan shall be binding on all future development and use within the PC development.
 5. Building permits shall not be authorized for any PC development until final approval has been granted by the Authority Board of Directors.
- D. Effect of Approval
1. The approval of PC classification shall be effective for a period of two (2) years from the date of approval by the Authority. If development plans or building permits have not been submitted within this period, the PC approval expires and becomes invalid.
 2. A written request for extension from the applicant may be filed prior to the PC expiration date. The Authority may at its discretion approve requests for extensions for up to two (2) years provided that the existing development regulations applicable to the PC have not changed since the date the PC was originally approved.
 3. Should the PC expire and become invalid without a written request for extension, resubmission of an expired PC shall be treated as a new request and be subject to all development regulations that are in effect at the time the new PC application is submitted.

E. Amendments to Planned Community Districts

1. Applications for permits and development approvals within a PC that include amendments or modifications from the approved PC shall be submitted as established in this section.
2. Amendments and modifications to approved PC shall be classified as either minor or major, according to the following standards.
3. Minor amendments. The Authority may authorize minor amendments or modifications to a PC site development plan without the need to amend the originally approved PC, provided, however, that such amendments or modifications are limited to the following:
 - a. Lots. Adjustment of individual lot boundaries for unrecorded lots that do not adjoin internal lots, provided that the lot boundary adjustments do not:
 - i. Reduce any lot below the required minimum lot size;
 - ii. Increase the number of permitted lots; and
 - iii. Increase the permitted density.
 - b. Landscaping. Adjustments to the boundary of buffers, open spaces and landscaped areas provided that;
 - i. Does not reduce the area reserved for buffers, open space, or landscaped areas or the depth of buffers, open spaces and landscaped areas that adjoin internal lots of record or external boundaries of the PC;
 - ii. Does not reduce the total amount of landscape area or material; and
 - iii. Maintains the required buffer area in compliance with the original site plan for the PC.
 - c. Driveways and parking. Adjustment in the location and design of driveways, parking lots and access drives, provided that the adjustment:
 - i. Does not encroach into any adjoining lot or use, required buffer or other landscaped area; and
 - ii. Does not reduce the number of parking spaces.
 - d. Accessory Uses. Minor adjustment in the location of sidewalks, trails, bicycle facilities, dumpsters, or accessory buildings, provided that:

- i. The adjustment does not deviate more than ten (10) percent of the linear dimension in any direction of the location as originally approved in the PC;
 - ii. Such adjustment does not encroach into any required buffer, landscaping, parking, or stormwater management area; and
 - iii. The location continues to comply with the original site plan for the PC, including, but not limited to, setbacks, landscaping, and buffer requirements.
- 4. Major Amendments. Any proposed amendment or modification to an approved PC that is not a minor amendment as described in the previous section shall be considered a major amendment. Major amendments to an approved PC shall be processed in the same manner as the original application. Major amendments and modifications include:
 - a. Changes in allowable uses or the mix of uses;
 - b. Designation of additional land uses, unless the Authority finds that the new use is substantially similar to a specifically authorized use in its intensity, character, and impacts;
 - c. Increases in the density of development;
 - d. Change in the location of permitted use(s) from the location shown on the approved site plan;
 - e. An increase or decrease in project area;
 - f. Change in dimensional standards set forth in the approved PC that result in a decrease in minimum standards for features including, but not limited to, reduction in minimum setbacks or reductions in street widths;
 - g. Change in dimensional standards set forth in the approved PC that result in an increase in maximum standards for features including, but not limited to an increase in building height or gross density or intensity of land uses;
 - h. Change to proposed amount or design buffers, open spaces and landscaped areas, land uses or lot sizes of the PC other than those specifically allowed as minor amendments in the previous section;
 - i. Addition or reduction of driveways or access points, especially those which negatively affect connectivity or street safety;
 - j. Change to the design of stormwater and drainage facilities; or

- k. Other design modifications to the approved PC that the Authority determines to be major.

Article IV: Residential Project Review Process

Section 1: Jekyll Island Authority Design Review Group

- A. The Jekyll Island Design Review Group (DRG) reviews all proposed projects on Jekyll Island. In its review process the DRG may at its discretion solicit additional technical assistance from other governmental agencies and or consultants for help in the review of each project.
- B. The DRG shall be comprised of Jekyll Island Authority professional management staff appointed by the Executive Director, who shall serve as the DRG Chair.

Section 2: Required Approvals.

- A. The approval process includes but is not limited to the submission steps presented in this section. JIA Staff through the DRG will manage the action steps in the review process.
- B. The Design Review Group may modify the requirements of this Article IV where it determines:
 - 1. Such modification is reasonably necessary to fully evaluate a development proposal, including by requiring the submittal of additional studies, documents and information; or
 - 2. The strict application of any provision would result in an unreasonable burden or undue hardship for the applicant; provided, however, no such modification shall allow a use or development configuration of any lot or parcel in conflict with the requirements of this Chapter. For any development proposal the burden shall be on the applicant to justify a modification due to an unreasonable burden or undue hardship. The submission steps presented in this section shall not be waived or abridged for any project involving the creation of new lease parcels.
- C. Each approval shall be documented in written format and provided to the applicant along with any additional comments.
- D. Remedial Action. The DRG may, at its discretion, recommend any appropriate remedial action if violations occur or if non-conforming work or work that is inconsistent with the approved plans or guidelines is identified, up to and including legal action.

Section 3: Design Review Process

A. Submission Review.

1. The design review process is intended to review each submission and evaluate the proposed project's consistency with the design intent of the concept plan and its adherence to the development codes, the Jekyll Island Master Plan, Jekyll Island Carrying Capacity and Infrastructure Study and the Jekyll Island Conservation Plan.
2. The review shall include, without limitation, compliance with development styles, scale, materials, colors, the relationship of proposed improvements and natural site features, grading and drainage design, landscape design, streetscape image, impacts on surrounding areas and systems, site features, and such other specific requirements detailed herein.
3. When conducting its review of each proposed project, the DRG may, when appropriate, allow for flexibility of design based on internal lot considerations that present unique limitations or in order to promote environmentally sensitive and efficient uses of the land, consistent with the development codes.
4. Any such allowances shall be documented in writing through the approval process as set forth above.
5. Compliance with building codes and life safety codes shall be enforced in coordination with the Glynn County Building Official.

Section 4: Submittal Requirements.

A. General.

1. All plans and specifications for site development, structures and other development shall be prepared by licensed or otherwise qualified land planners, architects, landscape architects, professional engineers, or other approved designers.
2. Changes to approved plans shall be resubmitted to the DRG for review and approval.

B. Legal Requirements. Applicable laws and governmental agencies controlling the physical development of Jekyll Island property by private entities, in order of legal precedence, include, but are not limited to:

1. Federal.
 - a. Federal Emergency Management Administration (FEMA) Requirements;

- b. United States Army Corps of Engineers (USACE) Wetlands and Section 404 Permits;
 - c. Americans with Disabilities Act (ADA);
 - d. Federal Aviation Administration (FAA), for all construction near the Jekyll Airport); and
 - e. Coastal Barrier Resources Act
- 2. State.
 - a. Georgia Department of Natural Resources (DNR) Marshland Protection Act;
 - b. DNR Shore Protection Act;
 - c. Jekyll Island Authority (JIA) Code of Ordinances, including the Beach Lighting Ordinance and Flood Damage Prevention Ordinance;
 - d. Jekyll Island Master Plan;
 - e. Jekyll Island Carrying Capacity and Infrastructure Study;
 - f. JIA Pattern Book; and
 - g. Jekyll Island Conservation Plan.
- 3. Glynn County.
 - a. Glynn County Soil Erosion, Sediment, and Stormwater Permits;
 - b. Glynn County Building Code, including International Building Code;
 - c. National Fire Protection Association Life Safety Code;
 - d. Glynn County Division of Public Health (DPH) Swimming Pool Construction and Operations Permits; and
 - e. DPH Food Service and Operations Permits
- C. Document Packages.
 - 1. Proposed plans shall be delivered to the Jekyll Island Code Compliance Office for preliminary review and distribution to the DRG for further review. Plans shall be submitted in the following two (2) formats:
 - a. Printed copies of plan drawings shall be submitted on either 24-inch by 36-inch or 30-inch by 42-inch drawing sheets;
 - b. An electronic copy of the plans shall be submitted in PDF format; and
 - c. Submittal concurrently in Auto-CAD or another electronic format such as .dxf or .dwg is encouraged.

2. At each stage of review, a cover letter that explains the current status of the project and lists its owners and agents shall accompany a copy of the immediately preceding DRG approval letters and the written comments.
 3. The Authority shall have the right to require payment of reasonable fees for review of proposed plans, specifications and other material.
- D. Meetings. At each stage of the design review process, a meeting may be scheduled by the applicant by contacting the JIA as follows:
1. Physical address: The Jekyll Island-State Park Authority,
100 James Road
Jekyll Island, GA 31527
 2. Telephone: 912.635.4000
 3. Email: info@jekyllisland.com

Section 5: Submission Stages

1. Site Visit & Pre-Concept. A pre-concept meeting and site visit with JIA staff as a representative of the Jekyll Island Design Review Group is required prior to plan submission.
2. Concept Plan Submission Package
 - a. Concept Plan – Professionally prepared documents illustrating the proposed residential structure, including details of the property and initial investment estimate.
 - i. Preliminary Site Plan – Overall layout showing parcel limits, the Shore Protection boundary, known or potential wetlands, parking and building(s) location.
 - ii. A lot plan shall also be included for the residence. The lot plan should indicate setbacks, building footprints, driveway and parking location, walkways and other site improvements. The plan shall tabulate total lot and floor area, total greenscape and hardscape, amount of hardscape proposed to be pervious and impervious.
3. Schematic Design Submission Package
 - a. Site Plan – Updated site plan showing the lot boundaries, limits, and other requirements from the Preliminary Site Plan Submission.
 - b. Architectural Floor Plans – Architectural floor plans of the residence shall be submitted to include the following:
 - i. A floor plan for all levels;

- ii. All rooms shall be labelled including balconies, decks, atriums, garages, and accessory buildings; and
 - iii. The square footage of the residence and overall dimensions shall be indicated.
 - c. Exterior Elevations – Sketch elevations shall show overall architectural character, style, and scale, including exterior materials, roof pitches and/or type, as well as other important design details.
 - d. Rendering of Project – To assist the DRG with visualization of the completed residence, a rendering showing the overall site and building design may be submitted.
4. Site Staking Review. The lot is to be physically delineated with wood stakes that are clearly labeled to identify proposed major lot features including but not limited to the proposed residence, accessory structures, driveways, walkways, and tree protection areas.
5. Design Development Submission Package.
- a. Site Plan – The site plan shall include all of the required information illustrated in the Schematic Design Submission Package with revised information where requested.
 - b. Grading Plan – The grading plans shall include a clear delineation of the limits of the proposed grading, all final grades and elevations around the lot and proposed residence, walkways, walls, drainage structures, tree protection areas, and other site improvements.
 - c. Landscape Plan – The final landscape plan shall indicate all planting, including trees, shrubs, and ground cover for the entire area lot. A material schedule shall indicate proposed size and quantity of all materials, miscellaneous sculptural objects, irrigation systems, accent lighting, and other physical features. All proposed walls and fences shall be submitted with dimensioned elevations and sections with materials and colors identified.
 - d. Tree Protection Plan – Professionally surveyed plan indicating all trees with the site boundaries at 4” calipers (measured at breast height). The plan shall indicate trees that are proposed to be removed. At a minimum, all plans shall be in accordance with the Jekyll Island Tree Protection Ordinance [insert new cross-reference here] as well as in conformity with the Jekyll Island Conservation Plan.

- e. Exterior Elevations – All exterior elevations of architectural style submissions shall include elevation drawings depicting colors, materials, and finishes.
 - f. Useful Life Expectancy – The applicant shall provide a statement from a licensed architect or contractor that all structures, except temporary structures, are designed to meet minimum structural requirements for a 30-year useful life expectancy.
6. Construction Documents Submission Package.
- a. Two (2) copies of the complete and final Construction Documents, in the form to be submitted for a building permit, shall be submitted. All final construction drawings shall be drawn to scale, shall be ready for construction and shall have no “not for construction” annotations, and shall include all of the required drawings and specifications for construction of the project. After review and approval by the DRG, the Package shall be reviewed and approved to incorporate all required code compliance approvals from Glynn County and other regulatory agencies. Responses shall be separately provided for any comments noted in the preliminary plan package, with additional details, sections, and other materials that are required for building permits.
7. Construction Site Visits.
- a. Purpose and Scope.
 - i. Purpose – The purpose of the construction site visit is to ensure that the actual construction conforms to the originally approved construction documents.
 - ii. Scope – A periodic review of the construction of the project will be undertaken to ensure conformity to the approved design. Deviations will be brought to the owners and/or applicants’ attention along with the measures that the DRG requires to mitigate or eliminate the deviation.
 - iii. Technical Assistance – The DRG may employ the services of professionals such as architects, land planners, landscape architects, or engineers to render professional advice and may charge the cost for services of such a professional to the owner and/or applicant but only after the owner and/or applicant has been informed in advance that such compensation shall be charged.
 - b. Site Visits. After approval of the final Construction Documents by the Design Group, the construction, alteration or other work described therein shall be commenced and completed in accordance with the described procedures.

The DRG has the right to enter the lot or premises for site visits, for the purpose of inspecting the project for compliance with the design guidelines.

- c. Remedying Violations.
 - i. For violations that are determined by JIA staff as a representative of the DRG to be an immediate threat to the health and safety of the public, the DRG may issue an immediate “Stop Work Order” and facilitate the stoppage of all work on the site.
 - ii. Construction deemed by the DRG to be in violation of the approved drawings and of the guidelines shall be corrected as instructed by the DRG within fourteen (14) days of written notice to the owner of such violation. Failure to correct such unapproved or unauthorized construction within the fourteen (14) day time frame automatically gives the DRG and its authorized agents the unrestricted right to enter the premises and take whatever action is necessary, including an immediate “Stop Work Order” to stop construction until further notice.
 - iii. The cost of such correcting violations, abatement or removal shall be a binding obligation on the owner of the project and the costs incurred shall become a lien on the property.
- d. No Liability. So long as the DRG acts in good faith and with due diligence, neither the DRG nor any representative thereof shall be liable to any owner, applicant, or any other person for any damage, loss or prejudice suffered or claimed on account of any review study and/or approval of any documentation. The review and delivery of a form of approval or disapproval is not to be considered an opinion as to whether the design, the construction means or methods, or the accomplishment of the work proposed therein is sound or defective.
- e. Additional Requirements. The DRG may define additional requirements or make other recommendations as may be appropriate for the particular project being constructed. Any such requirements and recommendations shall normally be determined not later than the date of the Schematic Design Documents approval.

Section 6: Appeal Requests.

- A. In the event that an owner, applicant, or contractor believes that hardship conditions exist, a request for a deviation from these standards in the form of an appeal may be filed with the Executive Director.
- B. As a condition to submission of any appeal, consistency with the objectives and general intent of the standards and faithful implementation of the Concept Plan

must be demonstrated by the applicant.

- C. In deliberating an appeal request, the Executive Director shall apply one or more of the following options:
 - 1. Make a finding and determination on the appeal request;
 - 2. Appoint an Ad-Hoc Appeals Committee with a meeting called by the Executive Director to hear, review and make recommendations on the appeal request.
 - a. The Appeals Committee shall consist of five (5) members appointed by the Board of Directors of the Jekyll Island Authority:
 - i. Two (2) residents of Jekyll Island;
 - ii. Two (2) staff members of the Authority; and
 - iii. The Executive Director of the Authority, who shall serve as Chair of the Committee.
 - b. In considering the appeal, the Ad-Hoc Appeals Committee may recommend other mutually beneficial requirements in place of the requirement that is the subject of the appeal.
 - c. The Appeals Committee has the authority to recommend deviations from the requirements contained in these standards in appropriate circumstances, such as those that would create an unreasonable hardship or burden for the owner, applicant, contractor, tenant or resident.
 - 3. Refer the appeal request to the Board of Directors for final decision.

Article V: Supplemental Uses

Section 1: Residential Rentals

- A. Purpose and Intent. The intent of this article is to:
 - 1. Require that all lessees of residential property obtain a rental license prior to offering such residential property for rental;
 - 2. Establish standards for regulating the rental of residential property which will maintain and preserve the established coastal character and aesthetic quality of residential neighborhoods on the island;
 - 3. Promote the consistent provision of high quality, safe and sanitary lodging on the island;
 - 4. Ensure compliance with residential and multifamily leases on the island by lessees, licensees and other occupants of residential property; and

5. Establish procedures for enforcement of these regulations, and consideration of variances and appeals.
- B. Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
1. **Lease** means any residential or multifamily lease for a residential property with the following use classifications as established under the island plat and general notice and property restrictions:
 - a. Class A, Limited Residential Areas (A-L)
 - b. Class A, Multiple Residential Areas (A-M)
 - c. Class B, Limited Residential Areas (B-L)
 - d. Class B, Multiple Residential Areas (B-M)
 - e. Class C, Limited Residential Areas (C-L)
 - f. Class C, Multiple Residential Areas (C-M)
 - g. Planned Community (PC)
 2. **Lessee** means any person with any interest in a lease whether as an initial party to such lease, or as a successor or assign to the lease.
 3. **License** means a license issued under Subsection D of this Section.
 4. **Licensee** means any holder of a license authorized by this Section.
 5. **Long-Term Rental** means to permit or suffer occupancy in exchange for compensation, a residential property for a period of time equal to or greater than thirty (30) consecutive days.
 6. **Loud or Unruly Conduct**, as used in this section, includes any of the following conduct if in violation of any provision of this Code or State law:
 - a. Loud noise;
 - b. Obstruction of a street or public right-of-way, including a sidewalk;
 - c. Public intoxication or drinking in public;
 - d. The service of alcoholic beverages to minors;
 - e. Possession and/or consumption of alcohol by minors;
 - f. Assault, battery, fights, domestic violence or other disturbances of the peace;
 - g. The sale or service of alcoholic beverages without a required State license;

- h. Vandalism or destruction of property;
 - i. Littering;
 - j. Urinating or defecating in public; or
 - k. Trespassing.
7. **Loud or Unruly Gathering** means a gathering of persons at any Residence where Loud or Unruly Conduct occurs at the Residence or within 500 feet of the Residence, and which threatens or interferes with the public health, safety or welfare, or the comfortable enjoyment of life and property.
8. **Minor** means any person under twenty-one (21) years of age.
9. **Owner** means any person who owns the residence and leases the land from the Authority where a loud or unruly gathering occurs.
10. **Percentage rent** means all percentage rent required to be paid under a lease.
11. **Person** means an individual or any firm, association, organization, partnership, trust, business, corporation, company, or entity.
12. **Rental agreement** means any written agreement setting the terms on which a lessee or licensee will rent any portion of residential property to a renter.
13. **Rental amount** means the amount of consideration paid by a renter to a licensee as consideration for the right to occupy the residential property for a period of time.
14. **Renter** means any occupant of residential property other than a lessee who pays consideration to a lessee for the right of occupancy.
15. **Residence** means a building or portion thereof designed or used for human habitation, including all accessory structures and the residence's curtilage.
16. **Residential property** means any property with the following use classifications as established under the island plat and general notice and property restrictions:
- a. Class A, Limited Residential Areas (A-L)
 - b. Class A, Multiple Residential Areas (A-M)
 - c. Class B, Limited Residential Areas (B-L)
 - d. Class B, Multiple Residential Areas (B-M)
 - e. Class C, Limited Residential Areas (C-L)
 - f. Class C, Multiple Residential Areas (C-M)
 - g. Planned Community (PC)

17. **Responsible Party** means any person who rents, leases, or otherwise is in charge of the residence where a loud or unruly gathering occurs; or any person who organizes or sponsors a loud or unruly gathering at a residence.
18. **Short-term vacation rental** means an accommodation for transient guests where, in exchange for compensation, a residential property is provided for lodging for a period of time less than thirty (30) consecutive days. Such use may or may not include an on-site manager. This is also identified and abbreviated as "STVR".
19. **Short-term vacation rental agent** is a local contact person designated by the owner who shall be available at all times to respond to complaints regarding the condition, operation, or conduct of occupants of the STVR. The owner may serve in this role. Such person is customarily present at a location on or near Jekyll Island for purposes of transacting business and is responsible for taking remedial action to resolve issues.
20. **To rent** means to permit or suffer occupancy of any residential property by a person who is not a lessee in exchange for consideration of any type.

Section 2: Short-Term Rentals

A. Short Term Vacation Rental Restrictions

1. **Occupancy.** Occupancy of any short-term vacation rental property or unit shall be limited to two (2) adults per bedroom identified as existing on the property plus an additional two (2) occupants.
 - a. The number of bedrooms is subject to verification of building code compliance by the Authority.
 - b. Children under the age of sixteen (16) shall not be subject to the occupancy calculations in this section.
 - c. Occupancy beyond the established limits in the permit shall be a violation of the ordinance.
2. **Transfer of License.** Notwithstanding any other provision of the Code, the transfer of a lease by sale or any conveyance whatsoever shall not result in the transfer of the permit regarding the use of the property for short term vacation rentals.
3. **Short Term Vacation Rental Agent Required.** Every rental license must have an agent identified per this article. The local agent must be available to respond to complaints regarding the condition, operation, or conduct of occupant, and be able to take remedial action to promptly resolve complaints. The owner may serve in this role. The owner or Short-Term Vacation Rental agent shall

not be relieved of any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the residential dwelling unit as a short-term vacation rental unit.

4. **Parking.** Overnight parking of cars at short term vacation rentals is only allowed within the driveway of the rental property and/or at its assigned spaces. Overnight parking by Short Term Vacation Rental occupants is not allowed on street rights-of-way or in front yards. Cars blocking access to public streets or neighboring driveways at any time are prohibited. Cars improperly parked may be towed.
 5. **Solid Waste Collection Service.** Short Term Vacation Rentals are required to be subscribed to an annual contract for "Back Door" service.
 6. **Life Safety.** The residence shall have the following:
 - a. Maintain a smoke alarm outside of each sleeping area, in the immediate vicinity of the sleeping rooms, and on each level of the dwelling including the basement.
 - b. Maintain a fire extinguisher that shall be certified and inspected annually or as require by law.
 - c. Maintain a carbon monoxide detector in dwelling units served with propane gas.
 7. **Loud or Unruly Gatherings Prohibited.** Loud or unruly gatherings are prohibited and shall constitute a public nuisance subjecting the owner, rental agent, and/or responsible party to fines and/or penalties under this section. The Authority may abate a loud or unruly gathering by all available means, including, but not limited to the Georgia State Patrol, requiring persons at the loud or unruly gathering to leave the residence, the issuance of a citation, and/or the arrest of any person committing a criminal violation under this section or any other applicable State or local law.
- B. Rental license.
1. **Required.** It shall be unlawful for any lessee, or any party acting for or through a lessee, to rent or offer for rent any residential property or portion thereof without having first obtained a license from the Authority therefor, except as provided for in this article.
 2. **Application.** All applications for licenses under this section shall:
 - a. Be filed with the Authority;
 - b. Be completed on forms prescribed by the Authority; and

- c. Contain the following:
 - i. The name, address and telephone number of owners or lessees of residential property;
 - ii. The street address of the residential property to be rented;
 - iii. The signatures of all lessees having an interest in the residential property to be rented;
 - iv. The number of bedrooms;
 - v. The maximum adult occupancy to be permitted in the residential property under rental agreements, which shall be in compliance with all ordinances;
 - vi. A parking plan, that shall include a site plan of the property, specific locations on the property that are designated for parking areas, and the maximum number of vehicles that will be allowed to park on the property;
 - vii. The name, address, and contact information for the agent of any short-term vacation rental residence, whose responsibility it will be to comply with the requirements of this section on behalf of the owner. The owner may be the agent. Payment of the license fee set forth in this Section.
- 3. **Issuance.** The procedure for issuing a license shall be as follows:
 - a. Upon receipt of an application for a license, the Authority shall ensure that the lessees are in compliance with the applicable lease and this article.
 - b. If the applicant lessees are in compliance with the applicable lease and this article, the Authority may issue a license and assign a license number to the lessee.
 - c. The Authority shall not be required to issue a license if it is determined that the maximum adult occupancy set forth in the application is in excess of the parking and living space capacity of the residential property.
- 4. **Fees.**
 - a. License fees under this article shall be paid each calendar year, or any portion thereof, at the rate that shall be established from time to time by the Authority and shall be paid to the Authority at the time of application.
 - b. Any lessee, or any party acting for or through a lessee, who rents or offers for rent any residential property or portion thereof without having first

obtained a license from the Authority shall pay a fine and the full cost of the license.

- c. Each day a violation remains uncorrected is a distinct and separate violation subject to an additional citation and fine.

5. **Expiration of license.** Licenses shall expire on December 31 of each year.

C. Conditions of license. To maintain a license authorized under this article in good standing:

1. **Percentage rent.** Licensees shall diligently calculate and promptly remit all percentage rent payable under the lease respecting the residential property being rented. Percentage rent shall be calculated and reported on forms prescribed by the Authority.
2. **Rental agreement.** Licensees shall obtain a rental agreement from each renter and maintain copies of such rental agreements for a period of forty-eight (48) months from the date of any rental.
3. **Disclosure of license number.** Licensees shall provide their license number to renters in their rental agreements or via other written notification.
4. **Requirements of rental agreements.** Rental agreements shall:
 - a. Contain the name, address, and phone number of the renter; and
 - b. Require compliance by renters with all state laws including, but not limited to, the ordinances promulgated by the Authority including this article.
5. **Audits.** Licensees shall cooperate with the Authority and permit the Authority, or their designee, to conduct audits of the collection and payment of percentage rent and hotel motel taxes. In connection therewith, within thirty (30) days of demand by the Authority, licensees shall provide all rental agreements and any records of rental amount or other information reasonably requested by the island authority in order to determine whether percentage rent and hotel motel taxes have been properly calculated, reported and remitted. Unless a lessee has been found to be in noncompliance with this article within any preceding thirty-six (36) month period, such audits shall occur no more frequently than once per calendar year. If such a finding has been made, audits may be performed by the Authority on a more frequent basis.
6. **Inspections.** The Authority, or representatives thereof, may conduct random inspections of rental properties in order to ensure consistent high quality, safe and sanitary lodging is being provided to all Jekyll Island guests. Licensees will

be provided a minimum of three (3) days' notice to make the home available for inspection.

7. **Property standards.** Licensees shall maintain any residential property for rent in accordance with all ordinances promulgated by the Authority and shall ensure that such property is kept in safe and sanitary condition.
8. **Compliance with laws.** Licensees shall comply with all State laws including ordinances promulgated by the Authority including this article.
9. **Compliance with lease.** Licensees shall comply with all provisions of the lease.
10. **Commercial use.** No use of the residential property by a renter for any purpose other than rental for residential purposes shall be permitted under any rental agreement unless such use is expressly permitted by the ordinances promulgated by the Authority including this article.

D. Enforcement.

1. **Authority.** The Authority, or its duly appointed representatives thereof, shall be empowered to enforce this article.
2. **Revocation of license.** Should any licensee fail to comply with the conditions set forth in this Section for a period of thirty (30) days after notice of a violation by the Authority, or in the event a licensee has received three violation notices during any three-year period, the Authority shall revoke the license, and the related licensee shall be eligible to reapply for a license after all violations have been cured to the Authority's satisfaction.
3. **Refusal to renew license.** The Authority shall not renew any license for any licensee who is not in compliance with its lease, this article, or island ordinances.
4. **Citation.** The Authority, or their duly appointed representatives thereof, may issue a citation to the owner, rental agent, and/or responsible party for a violation this Section. An owner not present during the loud or unruly gathering may be issued a citation for any subsequent violation of subsection (b) after personal service of a written warning, or, if the written warning is only mailed, ten (10) calendar days after the mailing of the written warning to the owner. The citation to the owner who is not present during the loud or unruly gathering may be issued by personal service or by depositing in the mail for delivery by the United States Postal Service, in a sealed envelope, postage prepaid, addressed to the owner.
 - a. Notwithstanding anything to the contrary herein, the imposition of a fine, punishment, or other penalty under the provisions of this section shall not prevent the suspension or revocation of any Residential Rental

License upon violation of this ordinance.

- b. Violations of this ordinance may also subject the violator to any and all other remedies, legal or equitable, available to the Authority to the extent provided by law, including injunctive relief and breach of lease contract.
 5. **Violation; penalties; continuing violations and penalty therefor.** In addition to any rights and remedies available to the Authority under the related lease and this article, any licensee or lessee who rents a residential property or any portion thereof in violation of this article shall be subject to a fine as established by the Authority.
- E. Variances and appeals.
1. **Technical appeals.** Appeals from technical decisions of the Authority or any other official empowered to rule on license issues shall be in writing to the Office of the Executive Director of the Authority.
 2. **Variances.** Variances from the requirements of this Section shall be processed by written justification to the Authority.

Section 3: Long-Term Rentals

- A. All restrictions, regulations and standards for short-term rentals as enumerated in Section 2, Subsections B, C, D, and E shall apply to long-term rentals with the following exceptions:
 1. Inspections. The Authority will not conduct random inspections of long-term rental properties.
 2. Percentage rent. Licensees for long-term rentals shall have the option to pay the percentage rent to the Authority monthly, quarterly or annually.
- B. The owner is ultimately responsible for water account service to long-term rental dwellings.
- C. If the occupancy of the long-term rental changes, the owner is responsible for payment of hotel motel taxes to the Authority for the first thirty (30) days of a new occupant.

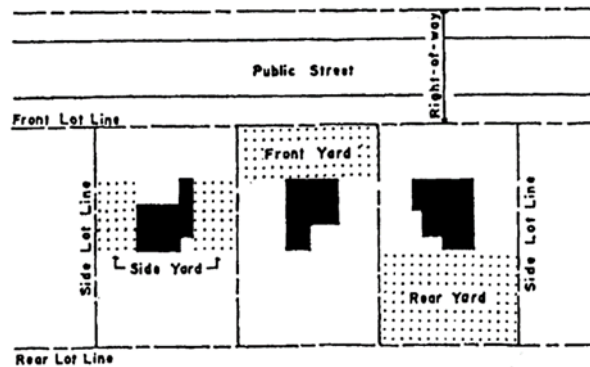
Section 4: Vehicles and Parking

- A. Purpose. The purpose of this article is to provide for the regulation of the parking and storing and maintenance of vehicles, construction equipment, recreational vehicles, trailers, and equipment in residential areas. The regulation of parking, storage, and maintenance of vehicles as prescribed in this article will promote public safety, health, and welfare by reducing traffic hazards; maintaining healthy standards of sanitation; maintaining unobstructed access to public sidewalks, thoroughfares, and rights-of-way; and by preserving the residential and commercial character of the neighborhoods of the community.
- B. Definitions.
1. The following words, terms, and phrases, when used in this article, shall have the following meanings ascribed to them in this section unless otherwise clearly apparent:
 2. **Carport** means a structure which is attached or detached from another building, and which is open on at least two (2) sides with a covering for vehicle storage. Examples are shown below:

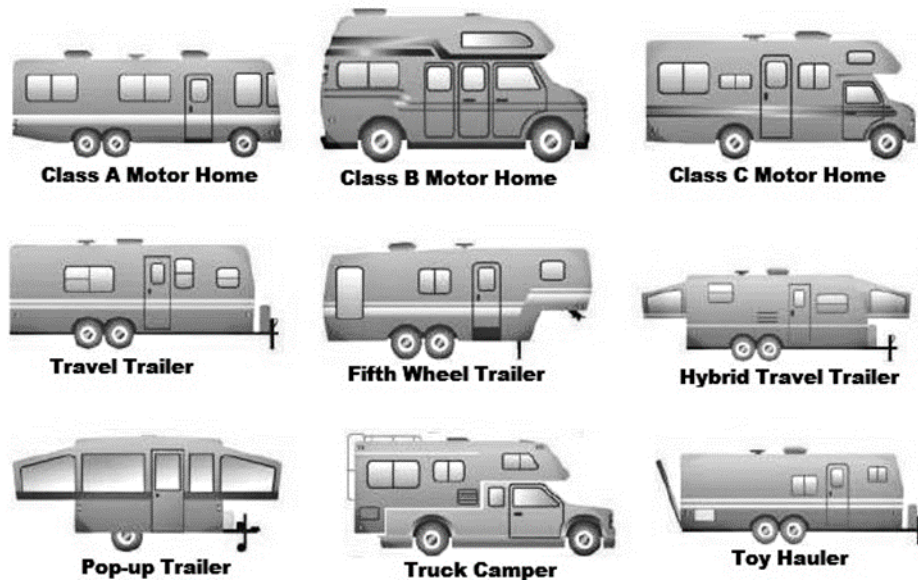


3. **Cement pad** means an area constructed in compliance with the authority's code and guidelines then in effect which extends six (6) inches beyond the total length and width of the recreational vehicle and/or its attached apparatus stored on such area.
4. **Construction equipment** means any and all equipment associated with the construction trade; i.e., backhoe, cement mixer, skid steerer, woodchipper, etc.
5. **Established driveway** means a paved, private accessway intended to serve as ingress and egress for vehicle traffic between a public right-of-way and any residential home or outer building which is part of the curtilage of such residential site.

6. **Front, rear, or side yard** shall mean the front, rear, or side of the residential building on a lot and given their normal meanings. An example is shown below:



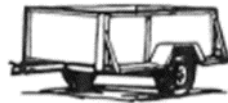
7. **Lot** means land occupied or to be occupied by a use, building, or structure and permitted accessory building(s) together with such open spaces, lot width, and lot area as are required by this article and having its principal frontage upon a public street or upon a private way used for street purposes. A lot need not be a lot of record.
8. **Lot lines** means the property lines bounding the lot.
9. **Street or alley lot line** means a lot line separating the lot from the right-of-way of a street or alley.
10. **Parked or parking** means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. A new forty-eight (48) hour period for parking of recreational vehicles shall not commence until the vehicle has been removed for five (5) consecutive days.
11. **Recreational vehicle** means a vehicle, or any mobile or immobile apparatus originally designed, permanently altered, or in the process of alteration, which provides temporary living quarters for recreational, camping or travel use. A recreational vehicle or attached apparatus may have its own mode of power or may be designed to be drawn by a motor vehicle. "Recreational vehicle" shall include, but is not limited to, motor homes, truck campers, boats and trailers, travel trailers, fifth-wheels, folding camper trailers or converted vans or converted buses. "Recreational vehicle" shall also include all forms of watercraft, boat, jet ski, or any other form of powered or nonpowered motive devices used upon land, water, or air for recreational purposes. Examples of recreational vehicles are shown below:



12. **Screening** shall mean a wall or solid fence structure that has obtained all required approvals and permits from the authority. Materials for screen fencing shall be masonry, wood, or wrought iron with view-obscuring material. Materials for screening gates shall be wood or wrought iron with view-obscuring material.
13. **Stored/storage** means any vehicle which remains on a residential or commercial property for more than forty-eight (48) hours.
14. **Stand or standing** means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.
15. **Trailer** means an open or enclosed mechanical device designed for movement without motor power designed to be drawn by a motor vehicle and constructed for and used for the purpose of transporting and carrying property, including, but not limited to, goods, wares, merchandise, yard debris, boats, lawn equipment, vehicles, and whether for commercial or private use. Examples are shown below:



TILT TRAILER



UTILITY TRAILER



GOOSENECK TRAILER



DRY FREIGHT TRAILER

DUMP BODY TRAILER
OR TRANSFER BOX



16. **Unit** means a camper, commercial trailer, construction equipment, recreational vehicle, trailer, utility trailer, or watercraft.
 17. **Watercraft or boat** means any vessel or motorized device used for traveling in or on water, including, but not limited to, an unpowered vessel; a vessel powered by oars, paddles, sail, or motor; and a raft, whether ridged, supported by pontoons, or inflatable.
- C. Inoperable, abandoned, wrecked, or junked vehicles shall not be parked on any leased lot, subject to the following exception:
1. Vehicles under repair may be stored within an enclosed garage and shall have a current and valid vehicle registration tag.
- D. Recreational vehicles and trailers – Requirements.
1. A unit shall not be parked or stored upon any public property, unless previously authorized by the Authority. These requirements shall not apply to the Jekyll Island Campground.
 2. A unit shall not be parked or stored upon any commercial property unless it is parked or stored with the permission of the Authority. These requirements shall not apply to the Jekyll Harbor Marina.
 3. Units may be parked on residential lots subject to the following conditions:
 - a. Units shall not be parked or stored in the front yard.

17. **Watercraft or boat** means any vessel or motorized device used for traveling in or on water, including, but not limited to, an unpowered vessel; a vessel powered by oars, paddles, sail, or motor; and a raft, whether ridged, supported by pontoons, or inflatable.

- C. Inoperable, abandoned, wrecked, or junked vehicles shall not be parked on any leased lot, subject to the following exception:
 1. Vehicles under repair may be stored within an enclosed garage and shall have a current and valid vehicle registration tag.
- D. Recreational vehicles and trailers – Requirements.
 1. A unit shall not be parked or stored upon any public property, unless previously authorized by the Authority. These requirements shall not apply to the Jekyll Island Campground.
 2. A unit shall not be parked or stored upon any commercial property unless it is parked or stored with the permission of the Authority. These requirements shall not apply to the Jekyll Harbor Marina.
 3. Units may be parked on residential lots subject to the following conditions:
 - a. Units shall not be parked or stored in the front yard.

1. Vehicles under repair may be stored within an enclosed garage and shall have a current and valid vehicle registration tag.

- #### D. Recreational vehicles and trailers – Requirements.

1. A unit shall not be parked or stored upon any public property, unless previously authorized by the Authority. These requirements shall not apply to the Jekyll Island Campground.
2. A unit shall not be parked or stored upon any commercial property unless it is parked or stored with the permission of the Authority. These requirements shall not apply to the Jekyll Harbor Marina.
3. Units may be parked on residential lots subject to the following conditions:
 - a. Units shall not be parked or stored in the front yard.

2. A unit shall not be parked or stored upon any commercial property unless it is parked or stored with the permission of the Authority. These requirements shall not apply to the Jekyll Harbor Marina.

3. Units may be parked on residential lots subject to the following conditions:
 - a. Units shall not be parked or stored in the front yard.

- a. Units shall not be parked or stored in the front yard.

- b. Units may be parked or stored in the side yard or rear yard in an enclosed building or under a carport.
- c. Units may be parked in the rear, subject to the following conditions:
 - i. The unit shall be parked or stored no closer than six (6) feet from a residential building on the property on which it is parked or stored; and no closer than ten (10) feet from the property line.
 - ii. No temporary coverings such as tarps or cloth screens are permitted. Fitted covers and permanent canopies are permitted and may be used as long as they are specifically designed for the unit. All fitted covers and permanent canopies shall be maintained in good condition. Permanent canopies are structures which are permanently fixed to the ground and shall comply with all required building codes.
- d. Units shall not be stored or parked on any vacant residential lot. For the purposes of this paragraph, a lot is "vacant" if the lot does not contain a habitable and safe structure that may be properly occupied consistent with all provisions of this Code. This paragraph does not apply to any units maintained, parked, or stored on a lot with the prior approval of the Authority for purposes of undertaking construction, maintenance, and/or repair on the lot.
- e. All units weighing more than two thousand (2,000) pounds shall be parked or stored on a cement pad as defined by this article. All units weighing less than two thousand (2,000) pounds must be stored on a hard surface consisting of blacktop or patio blocks or an established driveway.
- f. At no time shall any unmounted camper enclosure be permitted to be stored unless it is stored under a garage, or in an enclosed building.
- g. Parking or storage shall be limited to units owned by any of the occupants of such residence, except that a single recreational vehicle and attached trailer may be parked on the lot as a result of visiting guest(s) as long as the parking does not exceed seven (7) days.
- h. All units stored outside of a building shall be kept in a state of proper repair (meaning able to be used for its intended purpose), have legal license plates and current registration if applicable, and be secured to prevent unauthorized entry. In addition, no unit shall be allowed to become unsightly or unkept.
- i. No unit parked or stored in any residential or commercial area shall be connected to gas; water; or storm or sanitary sewer systems.

- j. Cooking in a recreational vehicle parked or stored on a residential lot is prohibited at all times.
 - k. Other than in an enclosed building, no person shall park or store more than one (1) recreational vehicle upon any residential or commercial lot. For purposes of this limitation, two (2) jet skis shall be considered one (1) unit. For purposes of this limitation, units used in conjunction with one another, such as a boat mounted upon a boat trailer or two jet skis mounted upon one trailer, shall be considered as one (1) unit.
 - l. No units shall be elevated by any device for storage purposes. For purposes of this limitation, units used in conjunction with one another, such as a boat mounted upon a boat trailer, shall be considered as one (1) unit.
 - m. No person shall spill or drain any wastewater or liquid waste of any kind from any unit upon the ground on any residential lot, or into any storm or sanitary sewer inlets, or upon any paved area.
 - n. No person shall elevate block or stabilize any unit other than with jack stands for the purposes of repair. The repair shall be made in the side or rear yard for a period not to exceed forty-eight (48) hours.
4. Temporary parking and maintenance. This subsection pertains to the temporary parking and/or maintenance of a recreational vehicle and its attached trailer as permitted under this subsection.
- a. A recreational vehicle and its attached trailer may be parked on an established driveway for a period not to exceed seven (7) days for the limited purposes of loading, unloading, trip preparation, and routine maintenance. For purposes of this limitation, an attached trailer used in conjunction with another unit, such as a boat mounted upon a boat trailer, shall be considered as one attached trailer.
 - b. A recreational vehicle with an attached trailer may be parked on an established driveway for a period not to exceed seventy-two hours, inclusive of subsection (4)(a) above, as a result of visiting guest(s). Such visiting guest(s) may not use the recreational vehicle as a temporary residence. Such visiting guest(s) must abide by all other requirements of this article. For purposes of this limitation, an attached trailer used in conjunction with another unit, such as a boat mounted upon a boat trailer, shall be considered as one attached trailer.
 - c. No person shall park or store any unit upon any public property located in any commercial or residential area without previous authorization from

the Authority, including public streets, alleyways, rights-of-way, sidewalks, and planting areas between sidewalks and curb lines.

- d. Any person responsible for legally parked units under this article is also responsible for proper and adequate clearance around their recreational vehicle for emergency vehicles. Any owner of a unit which obstructs the path of an emergency vehicle shall be subject to an infraction under this article.

E. Responsibility for compliance.

1. The lessee of the lot from the Authority on which the unit is parked or stored shall be responsible for compliance with this article.

F. Notice of violation.

1. A notice of violation shall be served upon the person or persons in violation of the provisions of this article directing the discontinuance of the illegal action or condition and abatement of the violation within forty-eight (48) hours.
2. Notices shall be left at the home where the unit is located, delivered by way of common carrier, or by affixing in a conspicuous place a notice of violation to the unit parked or stored in violation of the provisions of this article.
3. If a violation occurs after a notice has been given under this Section within the previous twelve (12) months, a citation may be issued immediately without additional notice.

G. Compliance.

1. If the notice of violation is not complied with within forty-eight (48) hours, a citation shall be issued to the person or persons violating the provisions of this article.

H. Penalties.

1. Any person who violates any provision of this article shall pay a fine and costs, including all direct and indirect expenses incurred by the Authority.
2. Each day a violation remains uncorrected is a distinct and separate violation subject to an additional citation and fine.
3. The monetary fine for each violation shall be as established by the Authority.
2. In addition to the fines and costs, any unit that is parked or stored in violation of this article is deemed to be illegally parked and may be removed or towed away by the Authority. Any towing and storage fees will be the owner's responsibility once the unit is towed and shall be paid for before the unit is released.

Section 5: Home Occupations

- A. Purpose. The provisions of this section are designed to protect and maintain the residential character of a neighborhood while permitting certain limited business activities which are traditionally carried out in a home.
- B. Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - 1. **Home occupation** means any business, occupation or activity conducted for gain within a residential building, or an accessory building thereto, which is incidental or secondary to the use of such building for dwelling purposes and which does not change the essential residential character of the building.
- C. Uses Considered Home Occupations. The following businesses, occupations or activities are permitted:
 - 1. Office for professionals, such as attorneys, drafters, realtors, insurance agents, engineers, architects, and other consultants;
 - 2. Instruction or teaching, such as, but not limited to, academic tutoring, performing arts, or fine arts, provided that no more than two (2) students are instructed at any one (1) time;
 - 3. Administrative or clerical support services, such as transcription, court reporters, stenographers, notary public, or addressing services;
 - 4. Personal services such as beauty salon, barber, nail technician, dress-making or tailoring, limited to one (1) station. Beauty shops and barbershops allowed under these provisions shall be registered with the appropriate licensing and inspection authorities.
 - 5. Pet grooming;
 - 6. Cottage industries, such as creation of intellectual property, light assembly of small equipment; and
 - 7. Studios for artists, photographers, or artisans.
- D. An interpretation that a use not listed in the previous section is similar shall be based on the tasks and activities normally associated with the proposed use and the similarity of those tasks and activities with the tasks and activities normally associated with a listed use.
- E. Uses prohibited as Home Occupations. The following businesses, occupations or activities are specifically prohibited:
 - 1. Motor vehicle and accessory sales or rental, repair and/or painting, including trailer rental or sales.

2. Medical or dental clinic.
3. Restaurant.
4. Kennel and veterinary clinic.
5. Funeral home.
6. Nursery school, but not family day care, with six or fewer children.
7. Adult day care and visitation.
8. Repair shops or service establishments, except the repairs of electrical appliances, computers, and cameras.
9. Personal services such as beauty shops and barbershops with more than one (1) station.
10. Carpenter shop.
11. Special event facility.

F. Standards.

1. The use of the dwelling unit for the home occupation or home-based business shall be clearly incidental and subordinate to its use for residential purposes by its occupants.
2. All home occupations shall be conducted entirely within the enclosed building of the dwelling unit. No home occupation or home-based business shall be permitted in an open porch area, accessory structure, garage, or outside of the dwelling unit.
3. The area used by the home occupation shall not occupy an area exceeding twenty-five percent (25%) of the gross floor area of the dwelling unit.
4. No employees other than persons residing on the premises shall be engaged in the activities of the home occupation.
5. There shall be no exterior displays and no exterior storage of equipment or materials that will indicate from the exterior that the building is being utilized in part for any purpose other than that of a dwelling shall be allowed.
6. Signage.
 - a. Signs advertising the home occupation shall not be permitted on the property.
 - b. Window areas of the dwelling unit must not purposely or intentionally be used as display areas or offer merchandise for sale.
7. Vehicles.

- a. The home occupation shall not generate traffic or parking impacts beyond that which is customary with a residential dwelling unit.
 - b. The home occupation shall not involve the operation of delivery trucks originating from any residential dwelling unit.
 - c. On-site, overnight parking of commercial vehicles over two (2) tons gross weight is prohibited.
 - d. Standard size delivery vehicles, such as UPS and FedEx vehicles, shall be permitted to pick-up and deliver packages to the home occupation.
8. No equipment or process shall be used in a home occupation which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses.
9. A home occupation or home-based business shall be subject to all applicable taxes.

G. Penalties.

- 1. Any person found in violation of any of the provisions of this article shall be subject to a fine set by court system or as shall be provided and stipulated by law.
- 2. Home business activities that violate this article may be enforced by a cease-and-desist order issued by the Authority, and if the home business activity continues, such order may be enforced by injunctive relief in the superior court of Glynn County. In such event, the leased property shall also be subject to an action in remedy for damages, with all costs and attorney's fees of the Authority charged to the lessee of the premises. Such uncured violation may be enforced as a default of any lease, in addition to any other remedies provided in such lease, for failure to comply with:
 - a. The General Notice and Property Restrictions, specifically paragraph 3; and
 - b. The appropriate provisions of the Jekyll Island State Park Authority General Notice and Property Restrictions as recorded in Glynn County records in book 7-Q, page 316.