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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

APPEAL FROM CHARLESTON COUNTY
COURT OF COMMON PLEAS
THE HONORABLE BENTLEY PRICE
CIRCUIT COURT JUDGE

Appellate Case No. 2024-000134
Civil Action No. 2023-CP-10-01493

Unpublished Opinion No. 2026-UP-078 (S.C. Ct. App. filed February 18, 2026)

Town of Sullivan's Island, South Carolina; Town of Sullivan's Island Board of Zoning Appeals; and Charles Drayton, in his official capacity as Zoning Administrator,

PETITIONERS,

versus

Pacaso, Inc. and 2 SC Lighthouse, LLC,

RESPONDENTS.

PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED FOR REVIEW

I. Whether the Court of Appeals erred by reviewing de novo, as a question of law, the determination that Respondents use the Property as a prohibited Vacation Rental, when South Carolina law treats a zoning board's determination that a particular activity does or does not constitute a "use" as a finding of fact entitled to deference under Section 6-29-840(A) of the South Carolina Code.

II. Whether the Court of Appeals, having reviewed the record as though the question were one of law, misapprehended that record by finding that the members of 2 SC Lighthouse, LLC do not pay to use the Property and that the Property is not used commercially as a Vacation Rental, when the undisputed factual evidence established assigned tenancies and a fee structure under which a member who stops paying forfeits all right to use the Property.

III. Whether the Court of Appeals erred in holding that the Board of Zoning Appeals lacked appellate jurisdiction to consider the RS-Single Family Residential District provisions of the same Zoning Ordinance, contrary to Section 6-29-800(E) of the South Carolina Code and the settled rule that an ordinance must be construed as a whole.

INTRODUCTION: SPECIAL CONSIDERATIONS THAT WARRANT GRANTING CERTIORARI

This petition presents a question of recurring and statewide importance: whether an appellate court may set aside a local zoning board's factual determination by relabeling that determination a "construction of the ordinance" subject to de novo review. A divided panel of the Court of Appeals did exactly that.[1] It took a factual finding the General Assembly has commanded courts to treat "in the same manner as a finding of fact by a jury," recast it as a legal conclusion,

[1] As discussed herein, The Honorable Judge Paula H. Thomas authored a lengthy dissent. The dissent is consistent with South Carolina law and explained the reasons the circuit court and BZA should have been affirmed.

reweighed the evidence, even disregarded undisputed facts, and reached the opposite result of the BZA and circuit court.

At the heart of this case is the Town's prohibition on "Vacation Rentals." The Zoning Ordinance broad definition of Vacation Rentals includes all manner of "pay-to-stay" programs like the one at issue in this appeal:

> The commercial use of a Principal Building(s) that is: (1) rented, leased, assigned for tenancies; or (2) made available for use, occupancy, possession, sleeping accommodations, or lodging for one or more persons in return for valuable consideration for any period of less than twenty-eight (28) continuous days duration.

Town of Sullivan's Island, S.C., Zoning Ordinance § 21-203 (R. p. 390). Whether the Pacaso program meets that definition is a question of fact—the question the Board of Zoning Appeals answered in the affirmative and the circuit court affirmed, but the Court of Appeals set aside in a 2-1 opinion.

The decision warrants this Court's review for at least three reasons recognized by Rule 242(b), SCACR. There is a dissent. Judge Thomas would have affirmed, explaining that the Board of Zoning Appeals "made factual findings here, not legal conclusions," and that the record supports each element of the violation. Op. at 4, 6 (Thomas, J., dissenting). The decision also conflicts with the settled standard of review, under which "[a] determination by a zoning board that a particular purpose or activity does or does not constitute a 'use' is a finding of fact." Heilker v. Zoning Bd. of Appeals for City of Beaufort, 346 S.C. 401, 412, 552 S.E.2d 42, 48 (Ct. App. 2001); see also Stanton v. Town of Pawleys Island, 317 S.C. 498, 455 S.E.2d 171 (1995) (the decision of this Court underlying that rule). And the decision raises a novel and important question about the integrity of local zoning enforcement, at a time when programs like Pacaso's are increasingly

marketed as a means of placing transient, short-stay occupancy into residential districts that prohibit it.

Beyond the standard-of-review error, the majority's reversal rests on a misreading of the record. The majority's opinion states that the occupants "do not pay Pacaso or any other entity to stay at the Property" and concludes that the Pacaso program "does not constitute commercial use of the Property . . . in return for valuable consideration." Op. at 3-4. The undisputed evidence is to the contrary. Members must pay Pacaso every month for the right to book and occupy the Property, and a member who stops paying loses that right entirely. The opinion also conflated membership interests in a limited liability company with ownership of the underlying real estate. Each of these points was material to the result. The Court should grant the petition.

STATEMENT OF THE CASE

I. The Property and the Pacaso Program

The property at 3115 I'On Avenue is located within the Town of Sullivan's Island RS-Single Family Residential District. (R. p. 50). 2 SC Lighthouse, LLC owns the Property. (R. p. 285:20-22). The limited liability company is comprised of a maximum of eight membership shares. (R. p. 174). Individuals purchase membership interests in the company for a substantial sum, and Pacaso, Inc. charges a twelve-percent transaction fee on the initial sale of those interests. (R. p. 203; R. pp. 161-163, 174).

Members must pay Pacaso ninety-nine dollars per month to access Pacaso's proprietary "SmartStay" scheduling system. (R. p. 62; R. p. 203). A member who fails to pay that fee cannot book and cannot use the Property. (R. p. 285:1-13; R. pp. 274:24-275:9). Pacaso, not the members collectively, controls the scheduling system and establishes the rules governing use. (R. p. 60; R. p. 202). Through that system, a member books an exclusive stay of between two and fourteen

consecutive days per membership share; other members are excluded from the Property during a booked stay; and back-to-back stays are prohibited. (R. p. 54; R. p. 202; R. pp. 286:25-287:5; R. pp. 171-172). No stay exceeds twenty-eight days. (R. p. 288:12-15; R. p. 291:6-14; R. p. 310:5-19.). One share of the LLC allows a member to stay at the Property for a maximum of 14 consecutive days. (R. pp. 646:6-647:24).

II. The Administrative Determination and the BZA Decision

The Zoning Administrator determined that the use of the Property violates the Town's Zoning Ordinance. His letter explained that the stay limitation imposed by Pacaso "conflicts with Article XIII of the Town's Zoning Ordinance and the definition of 'vacation rental' found in Section 21-203." (R. p. 407). At the hearing before the Board of Zoning Appeals, the Zoning Administrator explained that the monthly fee is an "ongoing fee structure that requires the shareholders to provide valuable consideration for use of the property," (R. pp. 249:19-250:1), and that the use "violates the RS, single-family residential district in both intent and prohibited use of the RS district," (R. p. 251:15-17).

Counsel for Respondents confirmed the material facts. He agreed that a member "cannot book your seven to 14 days without the app," and that each member "pays . . . $99 a month . . . for the privilege of being able to be assigned a certain number of days." (R. pp. 274:25-275:9). When asked to produce the operating agreement and the management agreement, Pacaso refused. (R. p. 69; R. p. 278:1-11). The record before the Board also included evidence of Pacaso's "Exchange Option" and its trademarked "Home Transfer Benefit," through which a member may exchange a membership interest for an interest in a different Pacaso home, so that the interest in this Property is marketed as part of a national portfolio offering "exchangeable access to Pacaso's national properties." (R. p. 204; R. pp. 338:1-339:3; R. p. 321:1-5).

The Board of Zoning Appeals unanimously affirmed the Zoning Administrator. It found that the program and usage of the house "falls under the definition of vacation rental per zoning ordinance Section 21-203, as it is used for commercial purposes in that there are assigned tenancies and it's made available for use in exchange for valuable consideration for a period of less than 28 days," and that the use "violates RS, single-family residential district Section 21-19, Section A, Intent, and Section 21-20 D, Prohibited Uses in the RS District." (R. p. 97).

III. Appellate Proceedings before the Circuit Court and the Court of Appeals

Respondents appealed the Board's decision to the circuit court. The circuit court affirmed, finding that "ample evidence in the record on appeal supports the BZA's factual determination that the use of the Property under the Pacaso program fits into the above definition of Vacation Rental." (R. p. 10).

Respondents appealed to the Court of Appeals. On February 18, 2026, a divided panel reversed, without any oral argument, in Unpublished Opinion No. 2026-UP-078. Chief Judge Williams, joined by Judge Curtis, held that the Board's determination was a legal conclusion subject to de novo review; that the program does not constitute a vacation rental; and that the Board lacked appellate jurisdiction to consider the RS District. Op. at 2-4. Judge Thomas dissented. Op. at 4-8. The Town petitioned for rehearing and rehearing en banc. On May 12, 2026, the panel denied rehearing and the court rejected the petition for rehearing en banc, with Judge Thomas adhering to her dissent. This petition follows.

ARGUMENT

I. The Court of Appeals erred in departing from the deferential standard of review by treating the Board's factual use determination as a question of law.

The General Assembly has prescribed how courts review a zoning board's findings: "The findings of fact by the board of [zoning] appeals must be treated in the same manner as a finding

of fact by a jury, and the [circuit] court may not take additional evidence." S.C. Code Ann. § 6-29-840(A). Under that command, a board's factual findings stand if any evidence reasonably supports them. Austin v. Board of Zoning Appeals, 362 S.C. 29, 35-36, 606 S.E.2d 209, 212-213 (Ct. App. 2004). Based on this Court's opinion in Stanton v. Town of Pawleys Island, 317 S.C. 498, 455 S.E.2d 171 (1995), the Court of Appeals has applied that standard to the precise question at issue here, holding that "[a] determination by a zoning board that a particular purpose or activity does or does not constitute a 'use' is a finding of fact." Heilker v. Zoning Bd. of Appeals for City of Beaufort, 346 S.C. 401, 412, 552 S.E.2d 42, 48 (Ct. App. 2001); see also id. at 411, 552 S.E.2d at 47-48 (explaining the Court of Appeals "reads Stanton to mean that in South Carolina, a zoning board determination regarding whether a particular activity or purpose constitutes a "use" of property is a finding of fact").

The majority avoided the applicable standard by invoking the rule that "issues involving the construction of an ordinance are reviewed as a matter of law." Boehm v. Town of Sullivan's Island Bd. of Zoning Appeals, 423 S.C. 169, 184, 813 S.E.2d 874, 881 (Ct. App. 2018); see also Helicopter Sols., Inc. v. Hinde, 414 S.C. 1, 9, 776 S.E.2d 753, 757 (Ct. App. 2015). That rule had no application here, because the Board construed no ordinances. The ordinance defines a Vacation Rental in plain terms, and Respondents did not challenge the definition. As Judge Thomas explained, the Board's decision "***did not concern the meaning of any ordinance and it did not create definitions for any undefined term. The Zoning Ordinance is neither vague nor unclear, and [Respondents] concede they are not challenging the ordinance***." Op. at 5 (Thomas, J., dissenting) (double emphasis added). The Board instead applied an undisputed definition to the facts of the Pacaso program. That is a quintessential factual determination, not a construction of the ordinance.

The Court of Appeals has previously condemned the very approach the majority took here in Furr v. Horry County Zoning Board of Appeals, 411 S.C. 178, 184–85, 767 S.E.2d 221, 224–25 (Ct. App. 2014), cert. dismissed as improvidently granted, 415 S.C. 440, 441, 783 S.E.2d 51 (2016). There, a zoning board determined that a proposed hospice facility was a permitted "use"—a nursing home or group housing—rather than a prohibited hospital, and the circuit court reversed by treating that determination as a question of law. Id. at 182-83, 767 S.E.2d at 223-24. The Court of Appeals reversed the circuit court, holding that its decision "was based upon appropriate findings of fact which are supported by the record," and reaffirming that whether a particular activity constitutes a "use" is a finding of fact owed deference. Id. at 185, 767 S.E.2d at 225.

This case is Furr with the roles reversed: there, a circuit court usurped the board's fact-finding function; here, a divided panel of the Court of Appeals did so on de novo review. In both postures the statutory command is identical—a zoning board's determination that an activity does or does not constitute a prohibited "use" is a finding of fact that must stand if any evidence supports it. See id. at 184–85, 767 S.E.2d at 224–25.

The circuit court recognized as much, expressly characterizing the Board's ruling as a "factual determination" supported by "ample evidence in the record." (R. p. 10). By relabeling that finding a legal conclusion, the majority allowed itself to reweigh the evidence and to substitute its own view of the facts for the Board's. That is the very thing Section 6-29-840(A) forbids. The error is not academic. Under the correct standard, the question is not whether the appellate court would have found a vacation rental in the first instance, but whether any evidence supports the Board's finding that it did. The answer to that question, as shown below and as the dissent recognized, is yes.

The majority's approach, if left undisturbed, would allow any reviewing court to evade the deferential standard simply by recharacterizing a board's application of plain ordinance language as a question of "construction." That would hollow out Section 6-29-840(A) and the line of authority applying it, and would transfer to the appellate courts a fact-finding role the legislature assigned to local boards. The presence of a dissent, the conflict with Stanton, Heilker and Furr, and the importance of the question each independently support review. Rule 242(b)(1)-(3), SCACR.

II. Even applying the wrong standard of review, the record does not support reversal, because the majority misapprehended the evidence of payment, ownership, and use.

Having treated the question as one for its independent judgment, the majority was still bound by the record. It misread that record in several material respects, each of which drove the result.

A. The members pay to use the Property.

The majority found that "[t]he co-owners of SC Lighthouse do not pay Pacaso or any other entity to stay at the Property . . . ." Op. at 3. The undisputed evidence is the opposite. Every member must pay Pacaso ninety-nine dollars each month to access the scheduling system, and a member who stops paying forfeits the right to use the Property. (R. p. 62; R. p. 285:1-13; R. pp. 274:24-275:9). Respondents' own counsel conceded the point, agreeing that a member "pays . . . $99 a month . . . for the privilege of being able to be assigned a certain number of days," and that no member can book a stay "without the app." (R. pp. 274:25-275:9). The Zoning Administrator described this same arrangement as an "ongoing fee structure that requires the shareholders to provide valuable consideration for use of the property." (R. p. 249:19-22). This "no pay, no stay" structure is precisely the "valuable consideration" the ordinance describes: the Property is "made

available for use, occupancy, possession, sleeping accommodations, or lodging . . . in return for valuable consideration for any period of less than twenty-eight (28) continuous days." Town of Sullivan's Island, S.C., Zoning Ordinance § 21-203 (R. p. 390). Judge Thomas reached the same conclusion, finding evidentiary support in the record for each element of the violation. Op. at 5–6 (Thomas, J., dissenting).

The majority compounded the error by describing that fee as covering "arrangements for landscapers, cleaners, etc." together with the scheduling system. Op. at 3. Highlighting the folly of appellate courts making their own, original factual findings when they are twice removed from the Board's consideration of the evidence, the record is contrary to the majority's *de novo* factual finding on this point. The $99 is the scheduling-app fee alone; Pacaso bills property management and maintenance separately. Appellants' own counsel admitted it — "the $99 a month is for the scheduling app[;] [t]here's an additional property management fee beyond that" (R. p. 632:22-25) — and Appellants' brief calls the $99 a fee "for use of [the] scheduling software." (App. Final Br. at 6 (citing R. p. 62)). The monthly fee is therefore not an ordinary upkeep charge a co-owner would pay regardless of use; it is the price of admission to the booking system, without which no member may reserve or occupy the Property. That the majority resolved this record question the other way is itself the independent fact-finding Section 6-29-840(A) forbids.

B. The program assigns tenancies.

The ordinance also reaches a Principal Building that is "rented, leased, [or] assigned for tenancies." § 21-203 (R. p. 390). The Pacaso program does exactly that. Through SmartStay, Pacaso allocates exclusive, defined periods of possession to individual members, and excludes all other members during a booked stay. (R. p. 202). As Judge Thomas observed in dissent, the record contains evidence that Pacaso maintains "the right to establish and alter the system by which usage

rights and reservations are allocated among the Owners." Op. at 6 (Thomas, J., dissenting); (see also R. p. 60). The assignment of discrete, exclusive occupancy periods of fewer than twenty-eight days is an assignment of tenancies within the meaning of the ordinance.

C. The occupants are members of an LLC, not owners of the real property.

The majority's analysis rested on the premise that the occupants are simply owners using their own property. Op. at 4. It described the members of 2 SC Lighthouse, LLC as possessing "at least a one-eighth-interest of the Property" and as "co-owners . . . of the Property," and reasoned that "the owners do not pay to stay at their own property." Op. at 3-4. That premise misreads the record and impermissibly disregards the factual findings of the Board.

2 SC Lighthouse, LLC owns the Property. The individuals own membership interests in the limited liability company; they do not hold title to, or any direct interest in, the real estate. (R. pp. 161-163, 174). The opinion's own statement that "SC Lighthouse owns the Property" cannot be reconciled with its later treatment of the members as fractional owners of the real estate. See Op. at 3. Under the South Carolina Uniform Limited Liability Company Act, the company—not its members—owns whatever property it acquires, and a member "is not a co-owner of, and has no transferable interest in, property of a limited liability company." S.C. Code Ann. § 33-44-501(a); see also id. § 33-44-201 ("[A] limited liability company is a legal entity distinct from its members."). The distinction is dispositive of the majority's reasoning: the occupants are not using "their own property," and their monthly payments to Pacaso for the right to occupy a building owned by a separate legal entity are payments for use, not an incident of property ownership.

More fundamentally, the form of ownership is beside the point. Section 21-203 regulates how a Principal Building is used, asking whether it is "made available for use . . . in return for valuable consideration" for stays of fewer than twenty-eight days; it does not turn on who holds

title. § 21-203 (R. p. 390). Whether the occupants are characterized as owners, members, or neither, the dispositive question is the Property's use. By resting reversal on the premise that the occupants were using "their own property," the majority answered a question the ordinance does not ask.

D. The record contains evidence of commercial use, and the majority's footnote criticisms go to weight, not the existence of evidence.

The first footnote of the Court of Appeals' opinion confirms that the majority weighed the evidence rather than reviewing it. Op. at 3, n. 1. There, the majority faulted the Town for offering "no evidence" of "rental advertisements or contracts by SC Lighthouse or Pacaso for use of the Property," of "SC Lighthouse members paying for individual stays at the Property," or of "persons other than the co-owners and their guests using the Property," and it dismissed the Town's proof as resting on "generic information available on Pacaso's website." Op. at 3, n.1. Those observations reveal the evidence the majority would have preferred to see. But the question on review was not whether the Town assembled the majority's preferred proof; it was whether any evidence supported the Board's finding that the Property is used as a Vacation Rental as Section 21-203 defines that term. On that question, each of the footnote's premises is mistaken.

The absence of "rental advertisements or contracts" establishes nothing. Section 21-203 does not turn on an advertisement or a written rental agreement; it asks whether a Principal Building is put to commercial use—"made available for use . . . in return for valuable consideration for any period of less than twenty-eight (28) continuous days." § 21-203 (R. p. 390). The Board found that use on the evidence before it. And to the extent the documentary record struck the majority as thin, the gap was Pacaso's own doing. The Town asked Pacaso to produce the operating agreement and the management agreement that govern the program, and Pacaso refused. (R. p. 69; R. p. 278:1-11). The footnote acknowledges as much, observing that Appellants "rely on statements from their counsel . . . rather than putting forth the actual management contract . . . or

the operating agreement." Op. at 3 n.1. Any inference from Pacaso's refusal to produce their own agreements should be drawn by the local board that heard the evidence, not by an appellate court reviewing the record cold.

The record likewise contains direct evidence of "members paying . . . for individual stays." The program operates on a "no pay, no stay" basis: every member must pay Pacaso ninety-nine dollars each month, and a member who stops paying forfeits all right to book or occupy the Property. (R. p. 62; R. p. 285:1-13; R. pp. 274:24-275:9). Pacaso's counsel admitted the point, agreeing that the monthly fee secures "the privilege of being able to be assigned a certain number of days" and that a member "cannot book" a stay "without the app." (R. pp. 274:24-275:9). That a member pays monthly rather than per night does not change the nature of the payment: the member pays Pacaso, and unless he pays he cannot stay. That is evidence—and undisputed evidence—that members pay for use of the Property.

The majority's final premise—that no "persons other than the co-owners and their guests" use the Property—fails twice over. It assumes, first, that the members are the Property's "co-owners." They are not. The members hold transferable membership interests in 2 SC Lighthouse, LLC; the company, not the members, owns the real estate. See S.C. Code Ann. § 33-44-501(a). Second, the record affirmatively shows that occupancy is not confined to a fixed circle of owners and their guests. The Town introduced evidence of Pacaso's "Exchange Option" and its trademarked "Home Transfer Benefit," under which a member may exchange a membership interest for an interest in a different Pacaso home, so that the interest in this Property is part of a national portfolio offering "exchangeable access to Pacaso's national properties." (R. p. 204; R. p. 321:1-5; R. pp. 338:1-339:3). The Property is thus open to a rotating, national pool of Pacaso participants—a "national timeshare scheme," as one concerned resident described it—not a stable

group of "co-owners" and guests. (R. p. 272: 1-5). The majority overlooked that evidence and, in doing so, substituted its own view of the facts for the Board's.

Each of these criticisms by the majority goes to the weight of the evidence—matters the General Assembly committed to the Board, not to the Court of Appeals. The only question on review was whether the record contains evidence that the Property is used as a Vacation Rental: a Principal Building used commercially, through assigned tenancies or by being made available for valuable consideration, for stays of fewer than twenty-eight days. The record supplies evidence of each element; the Board so found; and the circuit court agreed that "ample evidence in the record" supported the finding. (R. p. 10). To set aside that finding, the majority had to conclude either that no evidence supported it or that the Board's decision was arbitrary, capricious, or an abuse of discretion. See S.C. Code Ann. § 6-29-840(A); Restaurant Row Assocs. v. Horry County, 335 S.C. 209, 216, 516 S.E.2d 442, 446 (1999) (a zoning board's decision will be overturned only if it is "arbitrary, capricious, has no reasonable relation to a lawful purpose, or if the board has abused its discretion," and a reviewing court must "refrain from substituting its judgment for that of the reviewing body, even if it disagrees with the decision"). The majority made no such finding. It did not hold that the record was devoid of evidence, and it did not find the Board's decision arbitrary or an abuse of discretion; it simply preferred different proof and reached a different result. In doing so, the majority did not apply the deferential standard Section 6-29-840(A) prescribes; it disregarded that standard, reweighing the evidence and substituting its judgment for the Board's.

III. The Board of Zoning Appeals had authority to consider the RS-District provisions of the same Zoning Ordinance.

The majority held in the alternative that the Board "did not have appellate jurisdiction to consider" the RS-District provisions because the Zoning Administrator's letter "never mentioned

the RS Zoning Ordinance." Op. at 4. That holding conflicts with the governing statute and with this State's decisions defining the scope of a board's authority.

By statute, the Board "has all the powers of the officer from whom the appeal is taken" and may "reverse or affirm, wholly or in part, or . . . modify the order, requirements, decision, or determination . . . ." S.C. Code Ann. § 6-29-800(E). The Town's ordinance is to the same effect, authorizing the Board to "make such order, requirement, decision or determination as should be made." Zoning Ordinance § 21-177 (R. p. 413). The Court of Appeals has construed this authority broadly: "The Board of Zoning Appeals exercises substantial power in its review of Zoning Administrators' decisions. Few restrictions encumber the scope of the Board's authority . . . ." Clear Channel Outdoor v. City of Myrtle Beach, 360 S.C. 459, 465, 602 S.E.2d 76, 79 (Ct. App. 2004), aff'd, 372 S.C. 230, 642 S.E.2d 565 (2007). Clear Channel rejected the very argument the majority accepted, holding that a board is not confined to the single ordinance provision the administrator identified but may "apply the appropriate provisions of the zoning ordinance as dictated by the facts before it." Id. at 465, 602 S.E.2d at 79.

The result the majority reached is also at odds with the settled rule that an ordinance must be read as a whole. "The true guide to statutory construction is not the phraseology of an isolated section or provision, but the language of the statute as a whole considered in the light of its manifest purpose." City of Columbia v. Niagara Fire Ins. Co., 249 S.C. 388, 391, 154 S.E.2d 674, 676 (1967). The RS-District regulations in Article III and the Vacation Rental prohibition in Article XIII and Section 21-203 are parts of one ordinance governing one Property in one district. The Property sits in the RS District. (R. p. 50). That district's stated intent is to preserve "one single family, primarily owner-occupied dwelling per lot" and "to discourage any encroachment by commercial, or other uses," § 21-19(A) (R. p. 155), and the district's prohibited uses expressly

include "Vacation Rentals other than those permitted in accordance with ARTICLE XIII," § 21-20(D) (R. p. 159). The Zoning Administrator addressed the RS District at the hearing, and Respondents had a full opportunity to respond. (R. p. 251:15-17). Nothing in the statute or the ordinance barred the Board from considering the ordinance the Property is subject to.

In any event, this issue is an alternative ground. The Board's determination that the Property is operating as a prohibited Vacation Rental independently sustains its decision, with or without the RS-District provisions. But the majority's jurisdictional holding, if left to stand, would improperly restrict the authority that the General Assembly conferred on local boards and would invite reversal whenever an administrator's initial letter does not catalog every applicable section of the code.

CONCLUSION

Petitioners respectfully request that this Court grant the Petition for Writ of Certiorari, reverse the decision of the Court of Appeals, and reinstate the circuit court's order affirming the Board of Zoning Appeals' determination that the use of the Property violates the Town's Zoning Ordinance; or, in the alternative, grant the petition and set the matter for briefing.

Respectfully submitted,

s/ James W. Clement

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Charleston, South Carolina
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PETITIONERS,

versus

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RESPONDENTS.

PROOF OF SERVICE

I certify that I have served the **PETITION FOR WRIT OF CERTIORARI** on Respondents, Pacaso, Inc. and 2 SC Lighthouse, LLC, addressed to Respondents' attorney of record, Ross A. Appel of McCullough Khan Appel, LLC, at ross@mklawsc.com, by electronic mail, on June 11, 2026.

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