

STAFF REPORT

From the Department of Community Development
August 28, 2025

CASE NUMBER: SUSE-0135-2025
APPLICANT: Joydi Ovalle; Summer Fund, LLC
REQUEST: A Special Exception to allow short-term residential rental
LOCATION: 1614 Marshall Cir; Tax Map No. 0P0160 056000

REQUEST ANALYSIS: The subject property owner proposes to offer the entire **3-bedrooms/2-bath** house for short-term rental for a maximum of 7 occupants. The subject premises was inspected for compliance with minimum health and safety requirements for use and occupancy (per Section 2-3.6) and passed.

Standards for Short-term Rental Properties (Section 4-3.5 of the LMO)	
1,000-foot buffer from another STR and only one STR per premises	Complies
Designation of local contact person	Complies
Host Rules addressing: <ul style="list-style-type: none">• Maximum occupancy of 7 persons• Parking restrictions; on-premises parking of up to 4 vehicles• Noise restrictions• On-premises curfew• Prohibition of on-premises events	Complies
Trash pick-up plan	Complies
Required written rental agreement	Complies
Proof of required active insurance policy	Complies
Application for City of Perry Occupational Tax Certificate	Complies
Other standards will be addressed with the issuance of an STR permit	

STANDARDS FOR SPECIAL EXCEPTIONS:

- 1. Are there covenants and restrictions pertaining to the property which would preclude the proposed use of the property?*
The applicant is not aware of any covenants or restrictions on the property.
- 2. Does the proposed use comply with the Comprehensive Plan and other adopted plans applicable to the subject property?*
The subject property is in a Traditional Neighborhood character area in the 2022 Joint Comprehensive Plan which calls for appropriately scaled infill development that revitalizes the housing supply in these areas. This property has been updated to be used for housing, as originally intended.
- 3. Will the proposed use impact traffic volume or traffic flow and pedestrian safety in the vicinity?*
The proposed use will not negatively impact traffic flow or pedestrian safety.

4. *Will the hours and manner of operation of the proposed use impact nearby properties and uses in the vicinity?*
The parcel will be used as originally intended; therefore the operation will not impact nearby properties or uses.
5. *Will parking, loading/service, or refuse collection areas of the proposed use impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor?*
Parking, loading/service, and refuse collection areas will not negatively impact surrounding parcels. Parking is available for all vehicles in the driveway of parcel. Occupants are required to follow all city codes related to noise, light, smoke, and odor.
6. *Will the height, size, and/or location of proposed structures be compatible with the height, size, and/or location of structures on nearby properties in the vicinity?*
The structure is a single-family dwelling, making it compatible with surrounding structures. Changing the frequency of occupants does not change the use of the parcel.
7. *Is the parcel a sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use?*
The parcel is sufficient size to accommodate the proposed use; no future growth is expected in this area.
8. *Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.*
The structure on the parcel is being used as it was originally intended and will not cause an excess burden on services being provided to the home.

STAFF RECOMMENDATION: Approval as submitted.

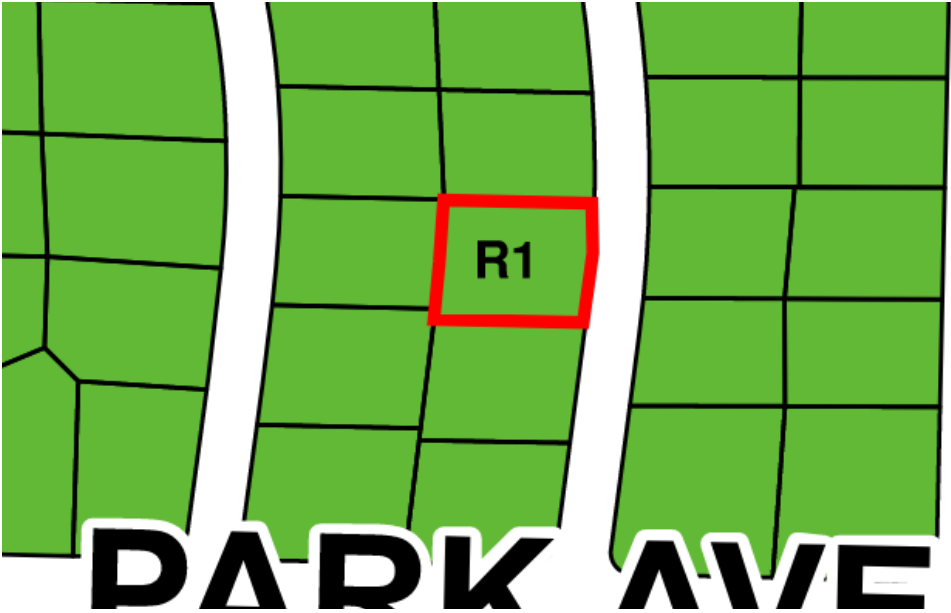


SUSE-0135-2025

1614 Marshall Cir

Request to use the property
as a short-term residential
rental

Aerial



Zoning



Character Area



Where Georgia comes together.

Application for Special Exception

Contact Community Development (478) 988-2720

Application # SUSE
0135-2025

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Joyce Orrell	Summer Key, LLC
*Title	owner	
*Address	2020 Howell Mill Rd #152	Atlanta GA 30318
*Phone		
*Email		

Property Information

*Street Address	1614 Marshall Cir Perry GA 31069
*Tax Map Number(s)	0P0160 056 000
*Zoning Designation	R2

Request

*Please describe the proposed use:	Short Term Rental on Airbnb
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Instructions

1. The application and ***\$325.00 fee** (made payable to the City of Perry) must be received by the Community Development Office or filed on the online portal no later than the date reflected on the attached schedule.
2. ***The applicant/owner must respond to the 'standards' on page 2 of this application (The applicant bears the burden of proof to demonstrate that the application complies with these standards).** See Sections 2-2 and 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
3. ***For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.**
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Special Exception applications require an informational hearing before the planning commission and a public hearing before City Council. Public notice sign(s) will be posted on the property at least 15 days prior to the scheduled hearing dates.
6. ***The applicant must be present at the hearings to present the application and answer questions that may arise.**
7. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.
8. ***Signatures:**

*Applicant	Joyce Orrell	*Date	7/19/25
*Property Owner/Authorized Agent	Summer Key, LLC	*Date	7/19/25

Standards for Granting a Special Exception

The applicant bears the burden of proof to demonstrate that an application complies with these standards.

Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district? *None*

- (1) Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property; *Yes*
- (2) Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity; *No*
- (3) Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity; *No*
- (4) Whether parking, loading/service, or refuse collection areas of the proposed use would impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor; *No*
- (5) Whether the height, size, and/or location of proposed structures is compatible with the height, size, and/or location of structures on nearby properties in the vicinity; *Yes*
- (6) Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use; and *Yes*
- (7) Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools. *No*

Revised 7/1/2025



Where Georgia comes together.

Application # _____

Supplement to Application for Special Exception For Initial Short-term Rental (STR) Permit

A Special Exception of Short-term Rental Permit is not complete until this supplemental form and accompanying documents are complete

Contact Community Development (478) 988-2720

*Indicates Required Field

	*Property Owner	*Designated Local Contact Person complying with Sec. 4-3.5(C) of Land Management Ordinance
*Name	SUMMER KEY, LLC	
*Mailing Address	2020 Howell Hill Rd #152 Atlanta GA 30318	
		*24-h
*Street Address of Short-term Rental Unit: 1014 Marshall Ave Perry GA 31064		
*Tax Map Number: 0 P 0 1 4 0 0 5 6 0 0 0		

*The following items are required to be submitted to complete this supplement (Refer to Sec. 4-3.5 of the Land Management Ordinance (LMO) for standards):

1. Proof of insurance
2. Copy of application for City of Perry Occupational Tax Certificate
3. Copy of proposed Host Rules
4. Plan for trash collection
5. The maximum number of occupants proposed at any given time
6. Plot plan of the premises identifying location and number of parking spaces for the STR
7. Dimensioned floor plan of the STR identifying bedrooms other living spaces and emergency evacuation routes
8. Copy of proposed written rental agreement to be executed between the owner and responsible Person
9. Name and contact information for the homeowner's association, if any, of which the premises is subject to by restrictive covenants *None*
10. Other certifications and information deemed necessary and proper to ensure compliance with the LMO *None*

Upon submittal the City will contact the property owner to schedule an inspection of the property to ensure the proposed short-term rental unit complies with minimum health and safety requirements for use and occupancy. If a premises fails to pass an inspection, a re-inspection fee will be charged for each subsequent inspection. Application for Special Exception will not be scheduled for Planning Commission consideration until the proposed STR unit complies with minimum health and safety requirements.

*Notarized Property Owner Signature:

I affirm that the information provided in this supplement is accurate and complete. I understand an STR permit may be revoked by the administrator if the permit holder has: 1) received more than 2 citations for violations of the Code of the City of Perry within the proceeding 12-month time period; or 2) failed or refused to comply with an express condition of the permit and remains in non-compliance ten days after being notified in writing of such non-compliance; or 3) knowingly made a false statement in an application or supplement; or 4) otherwise become disqualified for the issuance of a permit under the terms of the Land Management Ordinance. I further understand that I must wait one year from the date of a revoked permit before an STR renewal permit can be issued.

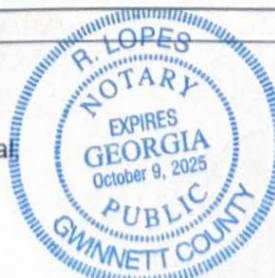
[Signature]
Signature

7/20/25
Date

*Notary Public signature and seal:

[Signature]
Signature:
Date: *07/20/2025*

Seal



Declarations Page for 1614 Marshall Cir

1614 Marshall Cir
Perry, GA 31069
Houston County

First Mortgagee:

Rushmore Servicing ISAOA
PO BOX 7729
Springfield, OH 45501

Occupancy

Tenant-Occupied

Short term rental

Yes

Residence type

Single Family

Year built

1967

Construction

Brick Veneer

Size

1,960 square feet

Coverages

Property Coverage

	Limits	Premium
Dwelling (the house)	\$348,000	\$2,128.00
Loss Valuation*	Replacement Cost	
Private Structures (other than the house)	\$39,000	\$18.00
Loss Valuation	Replacement Cost	
Personal Property	\$20,000	\$122.00
Loss Valuation	Replacement Cost	
Additional Living Costs And Fair Rental Value	\$39,000	\$23.00
Bed Bug Infestation Cost Reimbursement Coverage		\$18.00
Aggregate Limit Per Policy	\$5,000	
Aggregate Limit Per Described Location	\$5,000	
HOA Fines Coverage		\$0.00
Aggregate Limit Per Policy	\$1,000	
Limit Per Occurrence	\$500	
Limited Theft Coverage	\$3,000	\$44.00
Loss Assessment Coverage	Excluded	Excluded
Ordinance or Law	\$34,800 or 10%	\$106.00
Vandalism or Malicious Mischief	\$348,000 or 100%	\$0.00
Water Back Up and Sump Overflow or Discharge	\$5,000	\$50.00
Water Damage Limitation	10% (\$34,800)	\$0.00
Fungi, Wet Rot, Or Dry Rot Water Damage Sublimit	\$5,000	

*Roof Loss Settlement Terms may vary based on the age of the roof and the location of the risk. Please refer to your policy for the Roof Loss Settlement Type which is applicable to this dwelling. (Not applicable in New Mexico.)

Liability Coverage

	Limits	Premium
Premises Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate	\$143.00
Fungi, Wet or Dry Rot Aggregate Limit	\$50,000	
Animal Liability Sublimit	\$10,000	
Off-Premises Liability Extension	\$100,000	\$29.00

Medical Payments	\$5,000 per person / \$25,000 per occurrence	\$25.00
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Deductibles

Deductible Amount

All Other Perils	\$5,000
Wind and Hail	2% (\$6,960)
Limited Theft Coverage	\$5,000
Water Back Up and Sump Overflow or Discharge	\$250

Policy Discounts

Paperless, Multi Location, Loss Free, Generation, Advance Quote Discount

Dwelling Discounts

Home Protection, Local Smoke and/or Burglar Alarm

**Remaining policy documents on file in
Community Development office.**

**City of Perry, GA**

1211 Washington Street
P.O. Box 2030
Perry, Georgia 31069
(478) 988-2740

OCCUPATIONAL TAX CERTIFICATE

Business Name: SUMMER FUND LLC

Business Location: 816 FOREST AVE
Perry, GA 31069

Owner:

Manager:

License Number: OTC-006494

Issued Date: 7/8/2025

Expiration Date: 12/31/2025

Mailing Address: 816 FOREST AVE
Perry, GA 31069

Business Type(s): 721110 Hotels (except casino hotels)

License Type: Occupational Tax Certificate

Classification: General Business

Dajsha Robinson

Issued By

TO BE POSTED IN A CONSPICUOUS PLACE

Short-Term Rental House Rules – 1614 Marshall Cir, Perry, GA 31069

Welcome to our short-term rental managed by **Summer Key, LLC**. To ensure a safe and enjoyable stay for all guests and to remain in compliance with the City of Perry's ordinances, we ask that you follow these house rules:

1. Occupancy Limits

- The maximum number of occupants is limited to **7 individuals**.

2. Trash Disposal Requirements

- **All trash must be securely bagged** before disposal.
- **Trash pickup is on Friday morning.**
- Trash must be placed **curbside no earlier than 3:00 p.m. on Thursday** and no later than **6:00 a.m. on Friday**.
- **Bins must be removed from curbside no later than 8:00 a.m. on Saturday.**
- Trash and refuse **must not be allowed to accumulate in an unsanitary manner.**

3. Parking Regulations

- **No more than 4 vehicles** may be parked under the carport and in the driveway.
- **Street parking is prohibited.**
- **No motor homes, recreational vehicles, boats, trailers, or commercial vehicles** may be parked on the premises.

4. Noise Restrictions

- It is unlawful to allow or make noise or sound that exceeds the limits set forth in the **City's noise ordinance (§17-55)**.
- Quiet hours are **from 10:00 p.m. to 9:00 a.m.**

5. On-Premises Curfew Requirements

- No congregation of occupants is allowed **outside on the premises between 10:00 p.m. and 9:00 a.m.**

6. Prohibited Special Events

- **The advertising, promotion, or hosting of special events is strictly prohibited.**
- Events such as **banquets, weddings, receptions, reunions, bachelor or bachelorette parties, concerts, or similar activities** that would assemble large numbers of invitees are not allowed.

7. Compliance and Penalties

- Non-compliance with these rules may result in **fines, penalties, or termination of your stay without refund.**

By booking this property, you agree to abide by these rules set by **Summer Key, LLC**. Thank you for your cooperation and enjoy your stay!

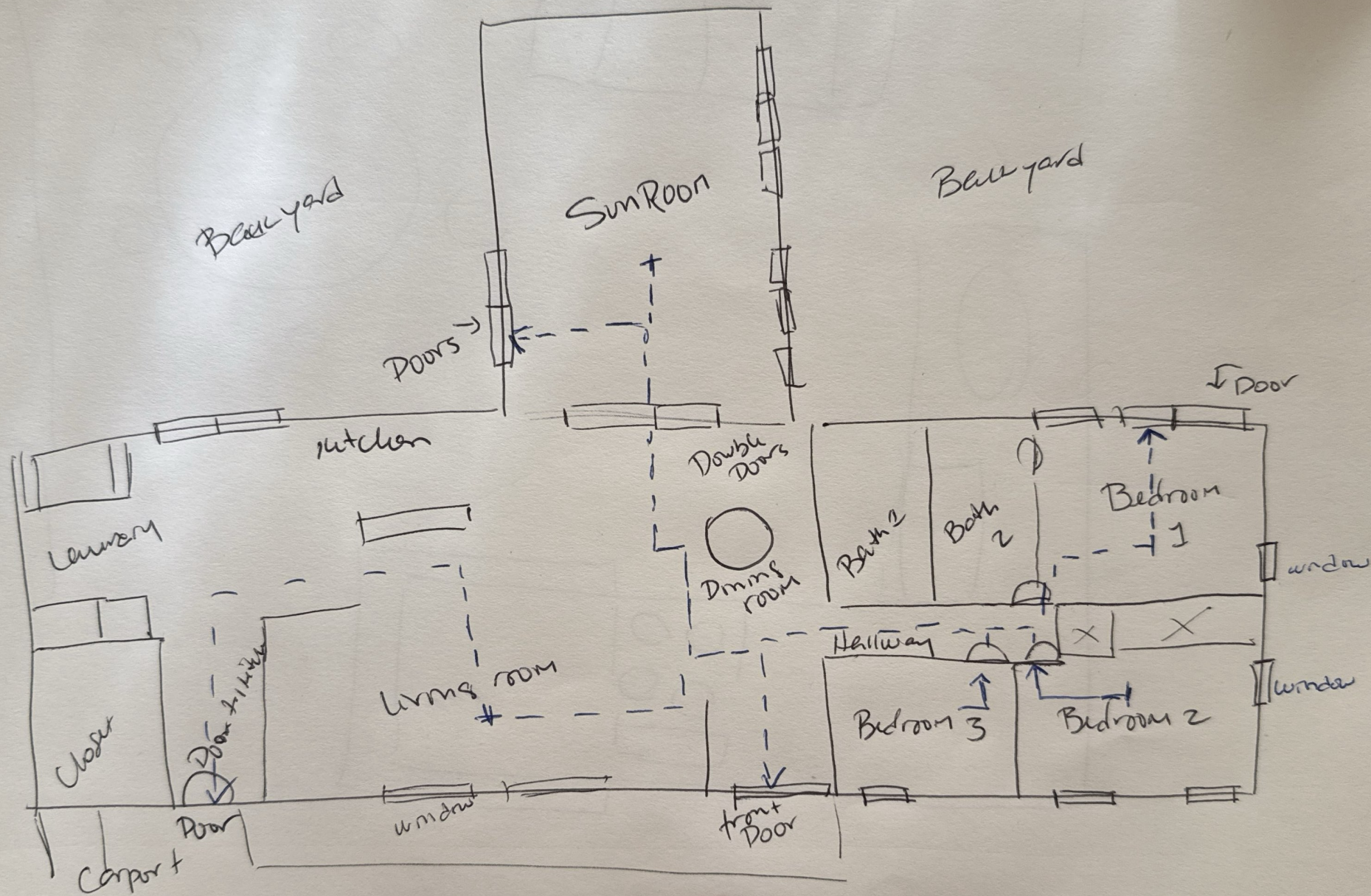


1614 Marshall Cir
 Perry GA 31069
 parking spots

Legend
☐ Parcel
 Roads



Overview



1614 Marshall Cir Perry GA
Evacuation 7/2025

SHORT TERM LEASE AGREEMENT

This Short Term Lease Agreement (the "Agreement") is made and entered into on this 31st day of January 2025, by and between **Summer Key, LLC** ("Landlord"), and **Tenant** ("Tenant").

1. PROPERTY: Landlord hereby leases to Tenant the residential property located at **1614 Marshall Cir, Perry, GA 31069** (the "Property"). This Property shall be used for residential purposes only and shall be occupied only by the persons listed on this contract. No more than four (4) individuals are to reside on the Property.

2. TERM: The lease term shall begin on **January 31, 2025**, and shall end on **April 6, 2025** (the "Initial Term"). Tenant shall have the option to extend the lease on a **month-to-month basis** following the Initial Term, provided that Tenant gives Landlord at least **two (2) weeks' written notice** prior to the expiration of the Initial Term.

3. RENT: Tenant agrees to pay a monthly rent of **\$3,500.00**, payable in advance on the **1st day of each month**. Additionally, Tenant shall pay a fee of **\$60.00 per month** for Waivo in lieu of a security deposit. The total monthly payment due shall be **\$3,560.00**.

4. PAYMENT METHOD: Rent and associated fees shall be paid via [payment method, e.g., bank transfer, check, etc.], to the Landlord at the address or account designated by the Landlord.

5. SECURITY DEPOSIT: In lieu of a security deposit, Tenant agrees to pay the **\$60.00 per month Waivo fee** as stated in Section 3.

6. USE: This Property shall not be used in violation of any valid law, ordinance, or restriction imposed by any governmental authority with jurisdiction over these premises, nor so as to cause a nuisance. Tenant shall not use the Property or permit it to be used for any disorderly or unlawful purpose whatsoever, including but not limited to illegal drugs, trafficking, and/or other violations of any controlled substance laws. Such conduct shall constitute a breach of this Lease and Tenant shall be subject to immediate eviction. Tenant must adhere to all **house rules and Perry ordinances**.

7. PETS: No aggressive breed of animals of any kind, including but not limited to Rottweilers, Chows, and/or Pit Bulls are permitted. Landlord must consent in writing to Tenant's proposed pet. A \$200.00, non-returnable pet deposit is required. Additionally, Lessee shall be responsible for any and all damages resulting from any pet(s) kept or harbored in or about the premises.

8. INTEGRITY OF PROPERTY: Tenant shall not make any permanent installations on the outside or grounds without Landlord's written approval, i.e., satellite dishes/antennas on roof. Pools and trampolines are not allowed. No nails, screws, or adhesive hangers, except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any other part of the Property.

9. VEHICLES: One Camper, or similar type vehicles/contrivances is allowed to be kept/stored on the Property. Tag numbers will need to be provided of all vehicles owned by Tenant or occupants.

10. NUISANCES: Nuisances such as loud noises, offensive behavior, or unsightly premises are prohibited. Smoking and Vaping is prohibited inside the Property.

11. LAWN MAINTENANCE: Parking on the front grass or lawn is not allowed. Parking on the side of the house is ok.

12. ALTERATIONS: Tenant shall not paint or make alterations or additions to this Property without the express written consent of Landlord. Landlord shall have the right to enter the premises at reasonable times to make inspection visits. Such visits will be coordinated with Tenant. Tenant shall keep the premises in good condition and notify Landlord of any water leaks and defective or dangerous conditions which render the premises non-habitable as soon as it is discovered. Tenant agrees that this Property will be returned to Landlord in its same good condition except for normal wear and tear.

13. PEST CONTROL: Landlord shall have responsibility for extermination and/or pest control on the premises.

14. CLEANING: Landlord will have property professionally cleaned after move out, Tenant will pay a \$200.00 cleaning fee.

15. INSURANCE: Tenant agrees not to act in any way that would violate fire or homeowner insurance policies on this Property or to leave the Property unoccupied for more than seven (7) days without notifying Landlord in writing in advance. Tenant hereby acknowledges that the Owner's insurance does not protect the Tenant against loss of any kind, for any reason, and the Tenant must insure his own property for loss and his own family for liability with a Renters Insurance Policy.

16. TERMINATION: - At the end of the Initial Term, Tenant may vacate the Property or opt for a **month-to-month extension** with at least **two (2) weeks' written notice** to Landlord. - Month-to-month tenancy may be terminated by either party with **thirty (30) days' written notice**.

17. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Georgia.

18. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LANDLORD:

Summer Key, LLC

By: _____

Authorized Representative

TENANT:

By: _____

Signature