



Where Georgia comes together.

Application # SUSE 0178-2025

Application for Special Exception

Contact Community Development (478) 988-2720

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Roberto Denis	Roberto and Heidi Denis
*Title		
*Address	680 Valley Stream Drive, Geneva, FL 32732	680 Valley Stream Drive, Geneva, FL 32732
*Phone		
	m	

Property Information

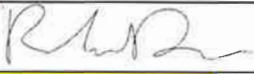
*Street Address	718 Charlse Drive, Apt. 3, Perry, GA 31030
*Tax Map Number(s)	0P0060 022000
*Zoning Designation	FBR

Request

*Please describe the proposed use: This is a request to operate a short-term rental.

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		*Date 8/19/25
*Property Owner/Authorized Agent		*Date 8/19/25

Standards for Granting a Special Exception

Please see the attached information addressing these Standards

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?

- (1) Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property;
- (2) Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity;
- (3) Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity;
- (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;
- (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;
- (6) Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use; and
- (7) Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.

Revised 7/1/2025



Where Georgia comes together.

Application # STR INT 0179-2025

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	Roberto Deniis	Diana Perez
*Mailing Address	680 Valley Stream Drive Geneva, FL 32732	450 Chambliss Mill Rd. Americus, GA, 31709
*Phone	[REDACTED]	*24-hour contact: [REDACTED]
*Email	[REDACTED]	[REDACTED]

*Street Address of Short-term Rental Unit:	718 Charlse Dr., Apt. 3, Perry, GA 31030
*Tax Map Number:	0P0060 022000

***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
10. Other certifications and information deemed necessary and proper to ensure compliance with the LMO

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.

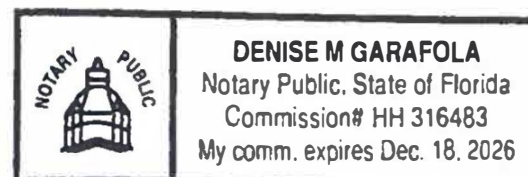
Signature

8/21/2025
Date

***Notary Public signature and seal:**

Signature:
Date: 8/21/25

Seal:



**Application for Short-Term Rental Permit
718 Charlse Drive, Apt. 3, Perry, GA 31030
Additional Information**

Proof of insurance

Rental insurance meeting City requirement is included as Attachment 1.

Copy of application for City of Perry Occupational Tax Certificate

The City Occupational Tax Certificate application is included as Attachment 2

Copy of proposed Host Rules

The house rules we provide to all guests are included as Attachment 3.

Plan for trash collection

Guests will be required to put their trash in a City bin. Tenants in apartments 1 and 2 move the bin for apartment 3 out to the curb on Friday.

The maximum number of occupants proposed at any given time

The maximum number of occupants is 6 persons.

Plot plan of the premises identifying location and number of parking spaces for the STR

A plot plan is included as Attachment 4.

Dimensioned floor plan of the STR identifying bedrooms other living spaces and emergency evacuation routes

A dimensioned floor plan is included as Attachment 5.

Copy of proposed written rental agreement to be executed between the owner and responsible Person

A copy of

Name and contact information for the homeowner's association, if any, of which the premises is subject to by restrictive covenants

The property is not located in a homeowner's association and not bound by restrictive covenants.

Other certifications and information deemed necessary and proper to ensure compliance with the LMO

See Standards for Granting a Special Exception in Attachment 7.

ATTACHMENT 1
SHORT-TERM RENTAL INSURANCE

ATTACHMENT 2
OCCUPATIONAL TAX CERTIFICATE APPLICATION

Email

Starting a Business

License Type

Occupational Tax

Applicant Name

First Name: Roberto

Last Name: Denis

Business Name

Short Term Rental 718 Charlse Drive, Apt 3

Physical Location

Street Address: 718 Charlse Drive

City: Perry

State: GA

Zip: 31030

Mailing Address

Street Address: 680 Valley Stream Drive

City: Geneva

State: FL

Zip: 32732

Business Phone Number

Type of Business

Short Term Rental

Is your business a LLC (Limited Liability Company)

No

NAICS Code

531110

E-mail Address

Number of Employees (Full-time Equivalent)

1

Full legal name of Owner

Roberto Denis

Owners Mailing Address

Street Address: 680 Valley Stream Drive

City: Geneva

State: FL

Zip: 32732

Owners Phone Number

 name of Manager

Diana Perez

Manager Phone Number

IRS EIN (Tax ID)

State License

Lease/Settlement Agreement

Property Ownership Card.pdf

E-Verify	E-Verify Affidavit.pdf
SAVE Affidavit	SAVE Affidavit.pdf
Picture Identification	RED License Front.jpg

E-VERIFY AFFIDAVIT

Completion of this affidavit is required for new business license applicants and for renewing business with more than 10 employees.

- Instructions: 1. Print your business name and address
2. Indicate the number of employees
3. Have your affidavit notarized

By executing this affidavit under oath, as an applicant for an occupational tax certificate (business license, occupation tax certificate, or other document required to operate a business) as referenced in O.C.G.A. 36-60-6(d), from the City of Perry, the undersigned applicant representing the private employer known as

Roberto Denis at **718 Charlse Dr.**
Name of business/private employer Address

verifies one of the following with respect to my application for the above mentioned document:

Check One:

- ☒ On Jan. 1 of the below signed year the individual, firm, or corporation employed 10 or less employees.
☐ On Jan. 1 of the below signed year the individual, firm, or corporation employed more than 10 employees.

Complete this section if the individual, firm, or corporation employed more than 10 employees as of January 1:

The employer has registered with and utilized the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A 36-60-6(a). The undersigned private employer also attests that its federal work authorization number and date of authorization are as listed below.

Federal Work Authorization Number

Date of authorization

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A 16-10-20, and face criminal penalties allowed by such statute.

Executed on the 18th date of August, 2025 in Oviedo (City) FL (State)

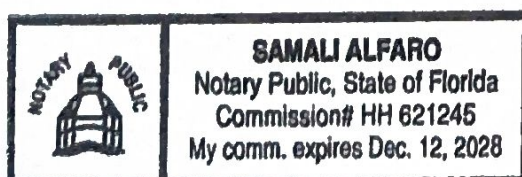
Roberto Denis
Signature of Authorized Officer or Agent

Roberto Denis
Printed Name of and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 18 DAY OF August, 2025

[Signature]
NOTARY PUBLIC

12/12/2028
MY COMMISSION EXPIRES



SAVE Affidavit
Verifying Status for Public Benefit Application
O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a (n) Business License [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from City Of Perry, [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen.
- 2) I am a legal permanent resident of the United States.
- 3) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: .

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(c)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: Driver's License

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Oviedo (city), Florida (state).

Roberto Denis

Signature of Applicant

Roberto Denis

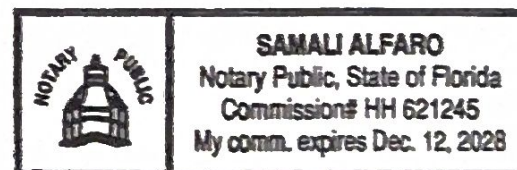
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

18 DAY OF August, 2025

[Signature]
NOTARY PUBLIC

My Commission Expires: 12/12/2028



ATTACHMENT 3
HOUSE RULES

HOUSE RULES FOR ALL GUESTS

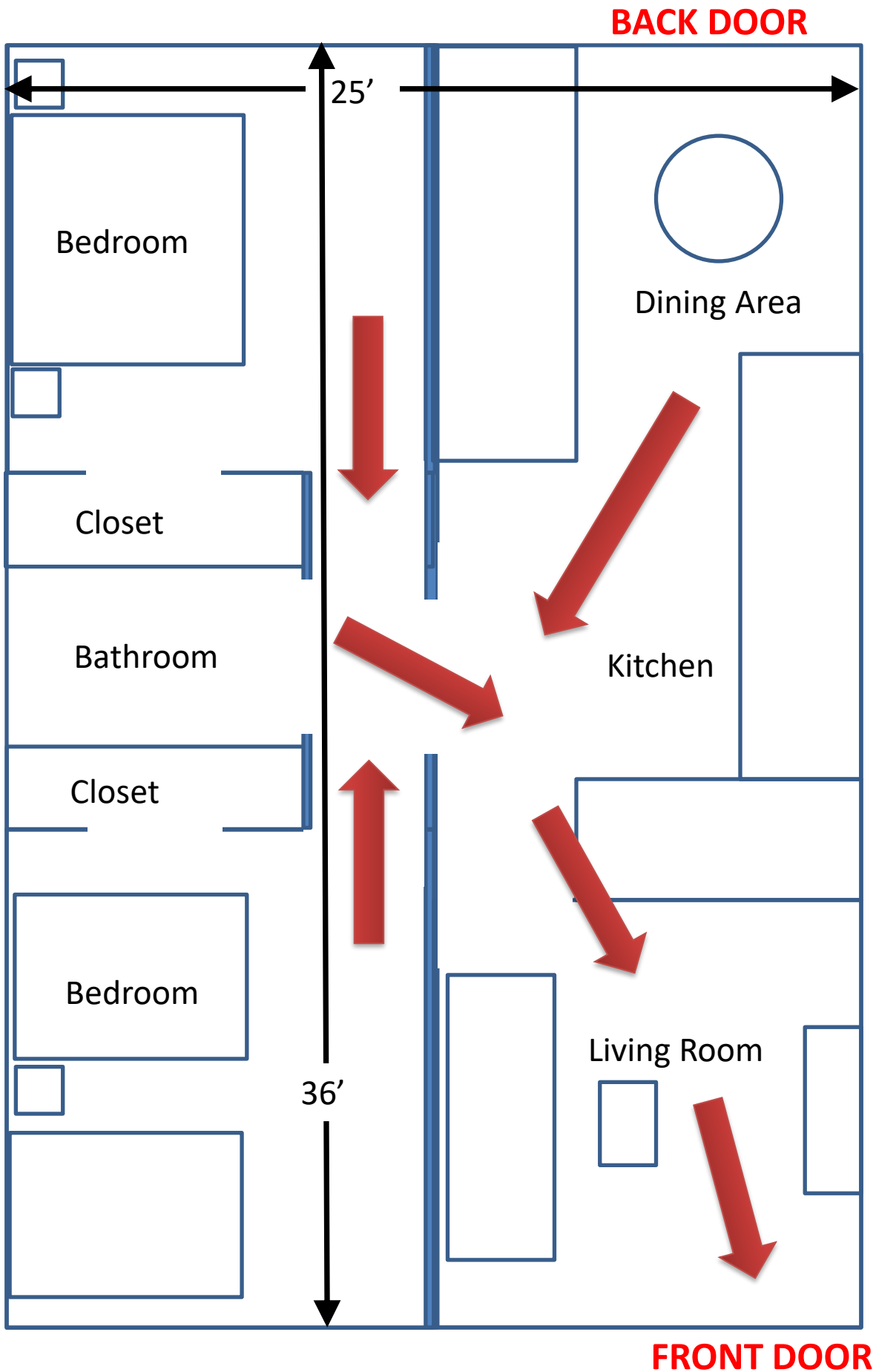
1. Check in: 4pm
2. Check out: 10am
3. Quite Hours from 9pm to 8am
4. No Events or parties are allowed
5. No more than 6 guests allowed
6. No smoking, vaping or E cigs allowed inside or outside the apartment
7. No more than 2 pets allowed
8. No photography or filming allowed inside or on the property
9. Pick up after your pets
10. A maximum of 2 cars are allowed.
11. No parking on the grass.
12. Take trash out to the City-supplied bins

ATTACHMENT 4

PLOT PLAN



ATTACHMENT 5
FLOOR PLAN



ATTACHMENT 6
AGREEMENT

GUEST AGREEMENT INFORMATION

The owners plan to use Airbnb to accept bookings to stay at the apartment. According to Section 4.2 of the Airbnb Terms of Service:

“When you accept a booking request, or receive a booking confirmation through the Airbnb Platform, you are entering into a contract directly with the Guest, and are responsible for delivering the Host Service under the terms and at the price specified in your Listing.”

The full Terms of Service are 38 pages, (available at: https://assets.airbnb.com/help/June_2025_Terms_of_Service_for_Users_Outside_of_the_EEA_UK_and_Australia_-_English.pdf) but in summary, key parts of the contract with the guests include:

- **Booking as Agreement:**

When a guest books and confirms a reservation, they enter into a contract with the host.

- **Host's Responsibilities:**

The host is responsible for providing the accommodation or service as described in the listing and agreed upon in the booking.

- **Guest's Responsibilities:**

Guests are required to respect the property, follow house rules, and leave the space in good condition.

- **Airbnb's Role:**

Airbnb acts as a payment processor, collecting payments from guests and remitting them to hosts.

- **Cancellation Policies:**

Airbnb's cancellation policies and refund policies may override the host's specific cancellation policy in certain situations.

- **Fees:**

Airbnb charges service fees to both hosts and guests, which are typically deducted from payouts.

- **Re-entry:**

Hosts retain the right to re-enter the accommodation for necessary reasons, as long as it's permitted by the contract and applicable law.

In the event that a stay is booked outside of Airbnb, the attached lease is used.

SHORT TERM RENTAL AGREEMENT

This SHORT-TERM RENTAL AGREEMENT (the "Lease") dated this _____ is entered into between Roberto Denis (the "Lessor") and _____ (the "Guest") (individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Lessor leasing certain premises to the Guest and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Lessor agrees to rent to the Guest the property at 718 Charlse Drive, Apt. 3, Perry, GA (the "Property"), for use as short-term, non-primary, residential premises only. The following amenities are included with the Property:

- microwave
- dishwasher
- refrigerator
- washer and dryer
- wifi
- linens

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by the Guest as permanent housing, or for the purpose of carrying on any business, profession, or trade of any kind.

Visitors

3. In no case will the Guest have more visitors than are permitted by the applicable fire code, and in no case shall the Guest permit visitors to stay overnight except with the prior written consent of the Lessor. Should the Lessor consider that any visitors are causing a disturbance or are otherwise not in compliance with this Lease, the Lessor may ask the Guest to remove the visitors or the Lessor may terminate this Lease as set out in the Termination for Breach clause, at the Lessor's option.

Term

4. The term of the Lease commences at 4 PM (the "Check-In Time") on _____ and ends at 10 AM (the "Check-Out Time") on _____ (the "Term").

5. Under no circumstances will the Guest be permitted to stay for any additional nights at the Property, unless otherwise arranged with the Lessor or allowed in this Lease contract.

6. Lessor will Owner will provide Guest with an access code, which will unlock the front door to the Property. The code will be provided after full payment of the Rent is delivered to Lessor.

Property Rules and Amenities

7. No pets or animals are allowed to be kept in or about the Property, with the exception of service animals, without Owner permission. If the Guest is found to have unpermitted pets on the Property, the Lessor may either require the Guest to remove the pets from the Property or immediately terminate the Lease, without reimbursement to the Guest, as set out in the Termination for Breach clause of this Lease. If the Guest fails to remove the pets from the Property after requested to do so by the Lessor, the Lessor may immediately terminate the Lease, without reimbursement to the Guest, as set out in the Termination for Breach clause in this Lease.
8. Under no circumstances will more than 6 people be permitted in the Property at one time, which is the maximum occupancy of the Property, in compliance with the fire code applicable to the Property.
9. Two parking spaces are provided to the Guest or their visitors in the driveway at the Property under the terms of this Lease and no vehicle may park on grass or other landscaped areas of the Property.
10. Internet will be provided at the Property for the guest during the Term of the Lease. Notwithstanding, access to the internet is provided as a convenience to the Guest, and such access is not integral to this Lease. No refund or discount will be given in case of the internet not functioning.
11. The Guest will not smoke or vape anywhere in the Property nor permit any visitors to smoke or vape in the Property.
12. The Lessor agrees to supply and the Guest agrees to use and maintain in reasonable condition, normal wear and tear excepted, all furnishings and amenities in the Property. Due to the residential nature of the Property, quiet hours are from 9:00 PM to 8:00 AM.

Rent and Deposit

13. Subject to the provisions of this Lease, the rent for the Property is _____ for the Term (the "Rent"). A refundable deposit ("Deposit") of _____ is also required to address damage of the Property if it occurs.
14. The Guest will pay an initial payment of \$_____ upon booking. The initial payment is non-refundable and will be applied toward the rental rate. An additional \$_____ is due by _____. The Deposit is also due by _____. As stipulated in Condition 17, the Cleaning Fee is also due prior to _____.
15. The Guest will send the Rent to the Lessor at: _____, or at such other place as the Lessor may later designate, by cash or check, or online payment platform.
16. Any late fees incurred by the Guest will be collected by the Lessor through any legal means available.

Cleaning Fees

17. The Guest will be charged an additional fee for cleaning ("Cleaning Fee") of \$_____ due by _____. Any reasonable costs related to the regular cleaning of the property will be included in the Cleaning Fee. The Cleaning Fee does not include any excessive cleaning costs.

18. If the Property requires excessive cleaning, that is, above and beyond the regular cleaning generally required in order to return the Property to the state it was in prior to the Guest's stay, due to any cause, such as from a party or large gathering, the Guest shall be charged for such excessive cleaning at a reasonable rate, which may be recovered from the Deposit. If such costs exceed the Deposit, Lessor reserves the right to recovery by any legal means.

Termination for Breach

19. The Lessor may terminate the Lease immediately and without notice if the Guest violates or breaches any term of this Lease. Upon the Guest's breach, the Lessor may require the Guest to vacate the Property, which the Guest must do immediately upon request. No rental costs will be reimbursed, and the Guest will be responsible for the payment of the entire Term of the Lease as stated in this Lease agreement.

Early Termination of Lease by Guest

20. The Guest may not terminate this Lease prior to the stated Check-Out Time. If the Guest leaves the Property prior to the Check-Out Time, the Guest is still responsible for the payment of the entire Term of the Lease as stated in this Lease agreement.

Lessor Access

21. The Lessor may enter the Property at any time in the case of an emergency to protect the Property. In cases of non-emergency, the Lessor may enter the Property upon reasonable notice to the Guest, at a reasonable time, and in compliance with the Act, in order to complete repairs, maintenance or improvements, or to inspect the Property. The Guest shall not unreasonably withhold consent for the Lessor to enter the Property for the stated purposes. The Lessor shall not abuse the rights of access, harass the Guest, or otherwise infringe on the Guest's right to quiet enjoyment of the Property during the Term.

Quiet Enjoyment

22. The Lessor covenants that on paying the Rent and performing the covenants contained in this Lease, the Guest will peacefully and quietly have, hold, and enjoy the Property for the agreed Term of the Lease, subject to any early termination as provided in this Lease.

Inspections

23. The Guest will note any major items of damage at the beginning and at the end of the Term of this Lease.

Guest Improvements

24. The Guest may not make any improvements, alterations or constructions to the Property. Improvements, alterations and constructions include but are not limited to the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
- c. removing or adding walls, or performing any structural alterations;
- d. installing a waterbed(s);
- e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Maintenance

25. All utilities and maintenance in relation to the Property are included in the Rent and will be paid by the Lessor, except as otherwise provided in this Lease.

26. Notwithstanding any other term in this contract, the Guest will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the Term of the Lease.

27. The Guest will leave the Property at the end of the Term in the same condition it was found at the beginning of the Term. If the Guest leaves the Property in a state that requires additional maintenance and repair, the Guest agrees to pay for the costs of returning the Property to the condition it was found prior to the Guest's stay. Such payment will be automatically deducted from the Deposit. If such costs exceed the Deposit, Lessor reserves the right to recovery by any legal means.

28. Any major maintenance or repair of the Property which is not due to the Guest's misuse, waste, or neglect or that of the Guest's employee, family, agent, or visitor, will be the responsibility of the Lessor, and at the cost of the Lessor.

Rental Rules

29. The Guest agrees that they will not use the Property to host any parties, large gatherings (in excess of the maximum guest capacity) or events that will disturb other tenants or neighbors of the Property; or that will violate the maximum occupancy limits as stated in this Lease. Should the Lessor reasonably determine that the Guest has violated this clause by hosting a party, large gathering or event, the Lessor may terminate the Lease as set out in the Termination for Breach clause of this Lease.

Additional Fees

30. If any additional fees are charged during the course of the Lease, or any amounts remain unpaid after the Term of the Lease, the outstanding amount must be paid to the Lessor within 7 days after check-out, in the method and at the location required by the Lessor, or Lessor has the right to deduct such amounts from the Deposit.

Cancellation

31. If the Lessor cancels the booking for any reason and through no fault of the Guest, the Guest will receive a full refund of all amounts paid, and the Guest will release the Lessor from any claims against the Lessor.

Insurance

32. The Guest is hereby advised and understands that the personal property of the Guest is not insured by the Lessor for either damage or loss, and the Lessor assumes no liability for any such loss.

Lessor Liability

33. The Guest agrees to indemnify and hold harmless the Lessor, and the owner of the Property where different from the Lessor, for any and all claims of property damage and personal injury to the Guest or their visitors from any cause arising from the use of the Property.

34. The Guest is responsible for any person or persons who are upon or occupying the Property or any other part of the Lessor's premises at the request of the Guest, either express or implied, whether for the purposes of visiting the Guest, making deliveries, repairs or attending upon the Property for any other reason.

Attorney Fees

35. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

36. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Georgia.

Severability

37. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

38. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

39. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

40. The Guest will not assign this Lease, nor sublet or grant any concession or license to use the Property or any part of the Property without the prior written consent of the Lessor. A consent by the Lessor to one assignment, subletting, concession or license, will not be deemed to be a consent to any subsequent assignment, subletting, concession or license. Any assignment, subletting, concession or license, without the prior written consent of the Lessor, or an assignment or subletting by operation of law, will be void and will, at the Lessor's option, terminate this Lease.

Damage to Property

41. The Lessor will provide and keep the Property in a habitable and safe condition during the Term of the Lease. If the Property should be damaged other than by the Guest's negligence or willful act or that of the Guest's employee, family, agent, or visitor and the Lessor decides not to rebuild or repair the Property, the Lessor may end this Lease by giving appropriate notice.

Care and Use of Property

42. The Guest will promptly notify the Lessor of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Lessor.

43. The Guest will not engage in any illegal trade or activity on or about the Property.

44. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

45. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Guest will promptly notify the Lessor in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Guest. The Lessor will promptly respond to any such written notices from the Guest.

46. At the expiration of the Term of this Lease, the Guest will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Prohibited Activities and Materials

47. The Guest will not keep or have on the Property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

48. The Guest will not perform any activity on the Property or have on the property any article or thing that the Lessor's insurance company considers increases any insured risk such that the insurance company denies coverage or increases the insurance premium.

49. The Guest is prohibited from:

- a. the storage of expensive articles on the Property if it creates an increased security risk; and
- b. the growing of, or storage of, medical marijuana on the Property.

50. The Guest will not perform any activity on the Property that the Lessor feels significantly increases the use of electricity, heat, water, sewer or other utilities on the Property.

Rules and Regulations

51. The Guest will obey all laws, the rules and regulations of the Lessor, and any applicable condominium or homeowners' association rules and regulations, regarding the Property.

Parties' Contact Information

52. For any matter relating to this Lease, the Guest may be contacted at the phone number and email below:

a. Phone: _____

b. Email: _____

The Guest's address for notice is: _____

53. For any matter relating to this Lease, the Lessor may be contacted at the phone number and email below:

a. Phone: [REDACTED]

b. Email address: [REDACTED]

The Lessor's address for notice is: 680 Valley Stream Drive, Geneva, FL 32732

54. A notice given in respect to this Lease will be deemed delivered when hand-delivered to the Party or the Party's agent or, if mailed, when mailed by certified mail, postage prepaid, to the Party's address as stated in this Lease or later agreed upon, on the date shown on the postmark of the envelope in which such notice is mailed.

General Provisions

55. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

56. Any waiver by the Lessor of any failure by the Guest to perform or observe the provisions of this Lease will not operate as a waiver of the Lessor's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Lessor's rights in respect of any subsequent default or breach.

57. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.

58. All sums payable by the Guest to the Lessor pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Lessor as rental arrears.

59. Where there is more than one Guest executing this Lease, all Guests are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

60. The Guest will not tamper with locks, security systems, cameras, wifi, fire alarms, smoke detectors, carbon monoxide detectors, and the like. If any issues with the above occur, the Guest is to immediately contact the Lessor.

61. Any items left behind belonging to the Guest will be held by the Lessor for a period of 30 days, after which the Lessor may dispose of the items, without incurring any liability for such disposal. The Lessor will make all reasonable efforts to contact the Guest regarding the items as soon as the items are found by the Lessor. The Guest will be responsible for any costs arising from the disposal, holding and return of the items.

62. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

63. This Lease and the Guest's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

64. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

65. This Lease constitutes the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party except to the extent incorporated in this Lease.

66. Time is of the essence in this Lease.

IN WITNESS WHEREOF Roberto Denis and _____ have duly affixed their signatures on this ____ day of _____.

Primary guest: _____

Lessor: _____

ATTACHMENT 7
STANDARDS FOR GRANTING A SPECIAL EXCEPTION

Standards for Granting a Special Exception

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

1. Are there covenants and restrictions pertaining to the property which would preclude the uses permitted in the proposed zoning district?

There are no covenants and restrictions pertaining to the property which would preclude the uses permitted in the FBR zoning district.

2. Whether the proposed use complies with the Comprehensive Plan and other adopted plans applicable to the subject property;

Yes, the proposed use is consistent.

3. Whether the proposed use would impact traffic volume or traffic flow and pedestrian safety in the vicinity;

The proposed use will not have a negative impact on traffic volume or traffic flow and pedestrian safety. Due to the likely 50% or less occupancy, the use may decrease these potential issues.

4. Whether the hours and manner of operation of the proposed use would impact nearby properties and uses in the vicinity;

The proposed use will not impact nearby properties. Quiet hours are posted and occupancy is less than would occur if the property was a long-term rental.

5. 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;

There will not be any impacts regarding parking, loading/service or refuse.

6. 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;

The structure is an existing permitted building which underwent City review and is compatible with the zoning.

7. Whether the parcel is of sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use; and

Yes, the parcel is adequate size and no building alterations or additions are requested.

8. Whether the proposed use will cause an excessive burden on existing streets, utilities, city services, or schools.

The proposed use does not cause an impact to streets utilities, city services or schools as compared to use as a long-term rental.