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STAFF REPORT

From the Department of Community Development
April 2, 2025

CASE NUMBER: SUSE-0033-2025
APPLICANT: Joydi Ovalle; Summer Fund, LLC
REQUEST: A Special Exception to allow short-term residential rental
LOCATION: 816 Forest Ave; Tax Map No. 0P0230 122000

REQUEST ANALYSIS: The subject property owner proposes to offer the entire **3-bedrooms/2-bath** house for short-term rental for a maximum of 8 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 8 persons • Parking restrictions; on-premises parking of up to 3 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 covenants or restrictions on the subject property which would preclude the proposed use.
2. *Does the Special Exception follow the existing land use pattern?*

	Zoning Classification	Land Uses
Subject	R-1, Single family residential	Single-family residential
North	R-1, Single family residential	Single-family residential
South	R-1, Single family residential	Single-family residential
East	R-1, Single family residential	Single-family residential
West	R-1, Single family residential	Single-family residential

3. *Does the proposed use comply with the Comprehensive Plan and other adopted plans applicable to the subject property?*

The parcel is in a Traditional Neighborhood character area according to the 2022 Joint Comprehensive Plan which calls for a variety of housing types near a mix of uses within walking distance. The home will still be used for living purposes but on a shorter-term basis.

4. *Would the proposed use have an impact on traffic volume or traffic flow and pedestrian safety in the vicinity?*

The neighborhood, overall, is safe for pedestrian traffic. Having short-term visitors would be no different from having regular residents on the property. There is ample parking space, parking in the street is prohibited, and there is no expectation of a burdensome increase of pedestrian traffic.

5. *Would the hours and manner of operation of the proposed use impact nearby properties and uses in the vicinity?*

There are no known negative impacts on surrounding properties. The home is to be used as a normal residence but on a shorter basis.

6. *Would 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 is restricted to the available on-site parking and there are ordinances in place to control noise and other potential nuisances. Applicants are planning to use the garage for additional parking for one vehicle. Staff only considers the parking available outside of the garage use, which accommodates 3 vehicles. There are no known negative impacts on surrounding properties and uses.

7. *Are the height, size, and/or location of proposed structures compatible with the height, size, and/or location of structures on nearby properties in the vicinity?*

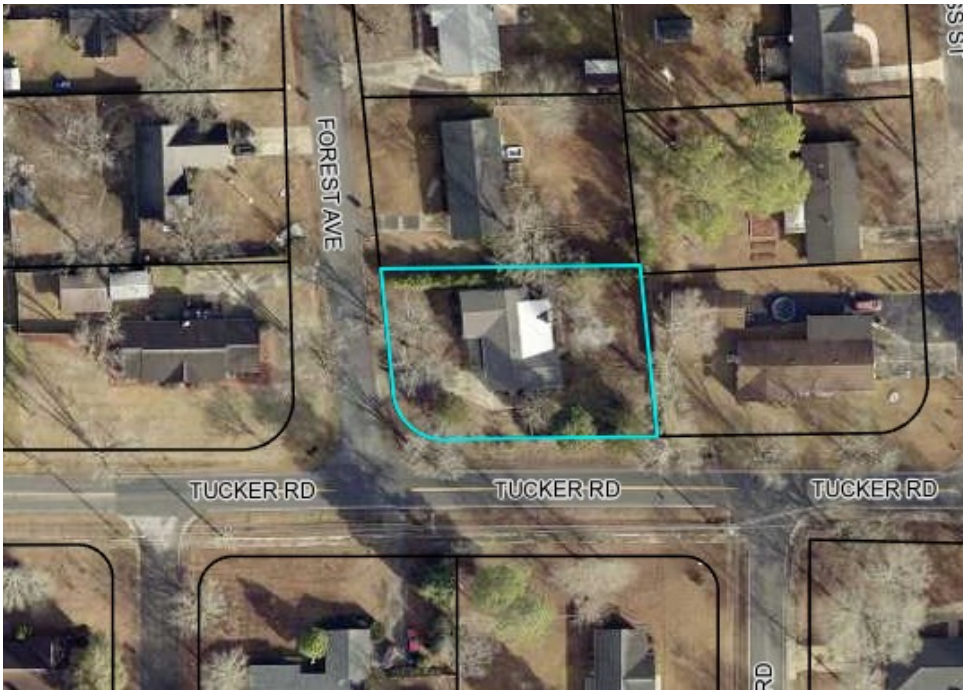
The structure is a single-family home, like the surrounding properties, making it compatible with surrounding structures and uses.

8. *Is the parcel sufficient size to accommodate the proposed use and the reasonable future growth of the proposed use?*

The parcel is sufficient size to accommodate the current use; expansion is not expected considering the nature of the use.

9. *Will the proposed use cause an excessive burden on existing streets, utilities, city services, or schools?*

City, utility, and emergency services are already available for this parcel. Using the property on a shorter-term basis will not cause an excessive burden on these services or schools.

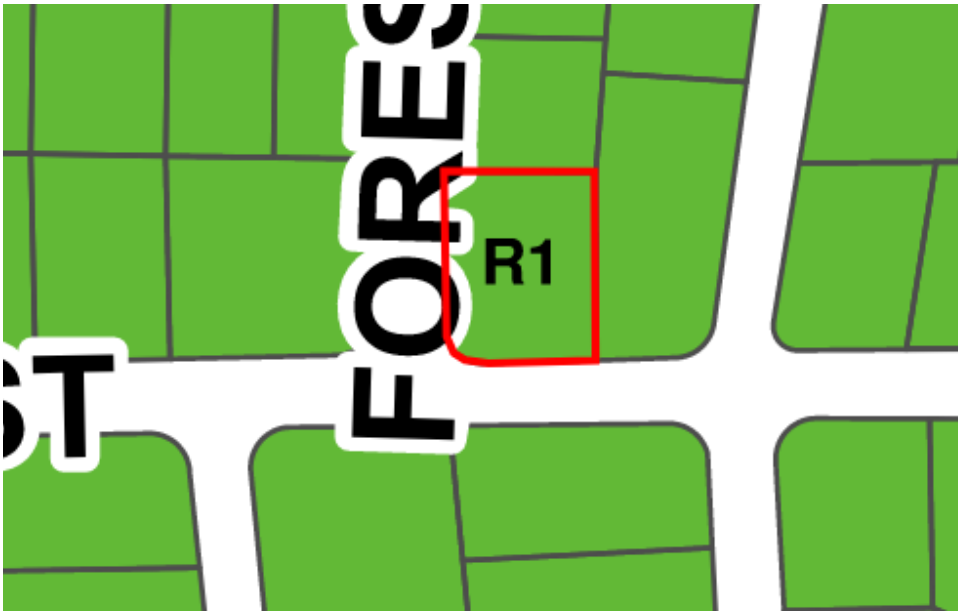


SUSE-0033-2025

816 Forest Ave

Special Exception to allow a
STR

Aerial



Zoning



Character Area



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Application for Special Exception
Contact Community Development (478) 988-2720

Application # SUSE
0033-2025

*Indicates Required Field		*Applicant	*Property Owner
*Name		Joydi Ovalle	Summer Fund IIc
*Title		Owner / Manager	
*Address		1212 Main St Perry GA 31069	
*Phone		[REDACTED]	
*Email		[REDACTED]	

Property Information

*Street Address	816 Forest Ave Perry GA 31069
*Tax Map Number(s)	OP 023122000
*Zoning Designation	R21

Request

*Please describe the proposed use: Furnished rental for short and mid term stays.

Instructions

1. The application and ***\$316.00 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	2/19/2025
*Property Owner/Authorized Agent		*Date	2/19/20

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?

- (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.

* There is no covenants or restrictions in this neighborhood. and no HOA.

Revised 1/29/2025

1.) Yes

2.) Using this Home as an STR would not impact traffic volume or flow, and/or pedestrian safety.

3.) The manner of operation would not impact nearby properties since the proposed use is strictly as a home for our clients and visitors. No events or gatherings are allowed.

4.) No

5.) N/A or no

6.) The lot for this Home easily accommodates the maximum guests and their vehicles now and the future.

7.) This will not cause excessive burden on existing local infrastructure, city services, utilities etc

POLICY NUMBER: [REDACTED]
RENEWAL OF: [REDACTED]
POLICY PERIOD BEGINNING 04/28/24 **ENDING** 04/28/25 12:01 A.M. STANDARD TIME

YOU AS NAMED INSURED AND YOUR ADDRESS

SUMMER FUND LLC
#325
2870 PEACHTREE RD NW
ATLANTA GA 30305-2918

YOUR POLICY IS SERVICED BY

THE ELKINS AGENCY LLC
1019 PINE COVE DR SW
LILBURN GA 30047-1963

AGENCY CODE:
100092039

TELEPHONE:
(404) 374-8407

COVERAGES: Coverage is provided only where an Amount of Insurance or a Limit of Liability is shown and a premium is stated for the Peril Insured Against. Detailed descriptions and any limitations will be found in your policy.
AGGREGATE LIMIT: If your Declarations Page indicates SECTION II COVERAGES, the most we will pay in any one Policy Period for any one insured Location for Liability is \$2,000,000 regardless of the number of claims, suits, accidents, or offenses.

COPY
LOCATION # 1

IMPORTANT RATING INFORMATION			
PREMISES DESCRIPTION:	816 FOREST AVE PERRY GA 31069-3726		
CONSTRUCTION:	FRAME	TERRITORY:	A
FAMILIES:	1	PROT. CLASS:	3
OCCUPANCY:	RENTAL	RESP. FIRE DEPT.:	PERRY FS 1
HYDRANT:	WITHIN 1,000 FEET	COUNTY:	HOUSTON
FIRE DEPT.:	WITHIN 5 MILES	YR. BUILT:	1962
		FORM:	DF3

MORTGAGEE #1

LOAN NO.:
FAY SERVICING, LLC
ISAOA/ATIMA
PO BOX 7047
TROY MI 48007-7047

SECTION I COVERAGES	AMOUNT OF INSURANCE	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
A. DWELLING	\$ 284,008	\$	1,929.00
C. PERSONAL PROPERTY	\$ 3,000	\$	30.00
D. LOSS OF RENTS	\$ 28,401	\$	142.00

SECTION I LOSSES ARE SUBJECT TO A DEDUCTIBLE OF: \$5,000 ALL PERILS

SECTION II COVERAGES	LIMIT OF LIABILITY	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
F. PREMISES LIABILITY	\$1,000,000 EA ACCIDENT		\$ 112.00
G. MEDICAL PAYMENTS	\$ 5,000 EA PERSON		\$ 14.00
	\$ 10,000 EA ACCIDENT		

FORMS/ENDORSEMENTS THAT APPLY TO LOCATION # 1	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
12003 05/19 DWELLING FIRE THREE-LANDLORD		
10211 01/21 REQUIRED CHANGE - GEORGIA		
11437 04/19 RPL CST INCL ORDLAW EX ROOF 15Y OLD	\$	183.00
20105 01/21 GEORGIA MOLD COVERAGE LIMITS		
11424 04/19 LANDLORD PERSONAL INJURY LIAB COV	\$	10.00
11430 04/19 PLATINUM ENDORSEMENT	\$	15.00
11428 04/19 OTHER STRUCTURES ADDL AMT OF INS	\$	10.00

DISCOUNTS/SURCHARGES THAT APPLY TO LOCATION # 1	ADD'L/RETURN PREMIUM	ANNUAL PREMIUM
BURGLAR ALARM DISCOUNT	\$	-42.00
MULTIPLE PROPERTIES DISCOUNT	\$	-206.00
PLATINUM PACKAGE DISCOUNT	\$	-124.00
TENANT SCREENING DISCOUNT	\$	-20.00
COMPANION AUTO POLICY	\$	-104.00

LOCATION # 1 Annual Premium \$ 1,949.00

TOTAL ANNUAL POLICY PREMIUM	\$ 1,949.00
------------------------------------	-------------

THIS DECLARATIONS PAGE WITH YOUR FOREMOST POLICY PROVISIONS AND ANY ENDORSEMENTS ISSUED TO FORM A PART THEREOF COMPLETES THE ABOVE NUMBERED POLICY.

COPY

Processed: February 28, 2024

Short-Term Rental House Rules – Perry, GA

Welcome to our short-term rental! 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 **8 individuals**.

2. Trash Disposal Requirements

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

3. Parking Regulations

- **No more than 4 vehicles** may be parked in the garage and 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. Thank you for your cooperation and enjoy your stay!

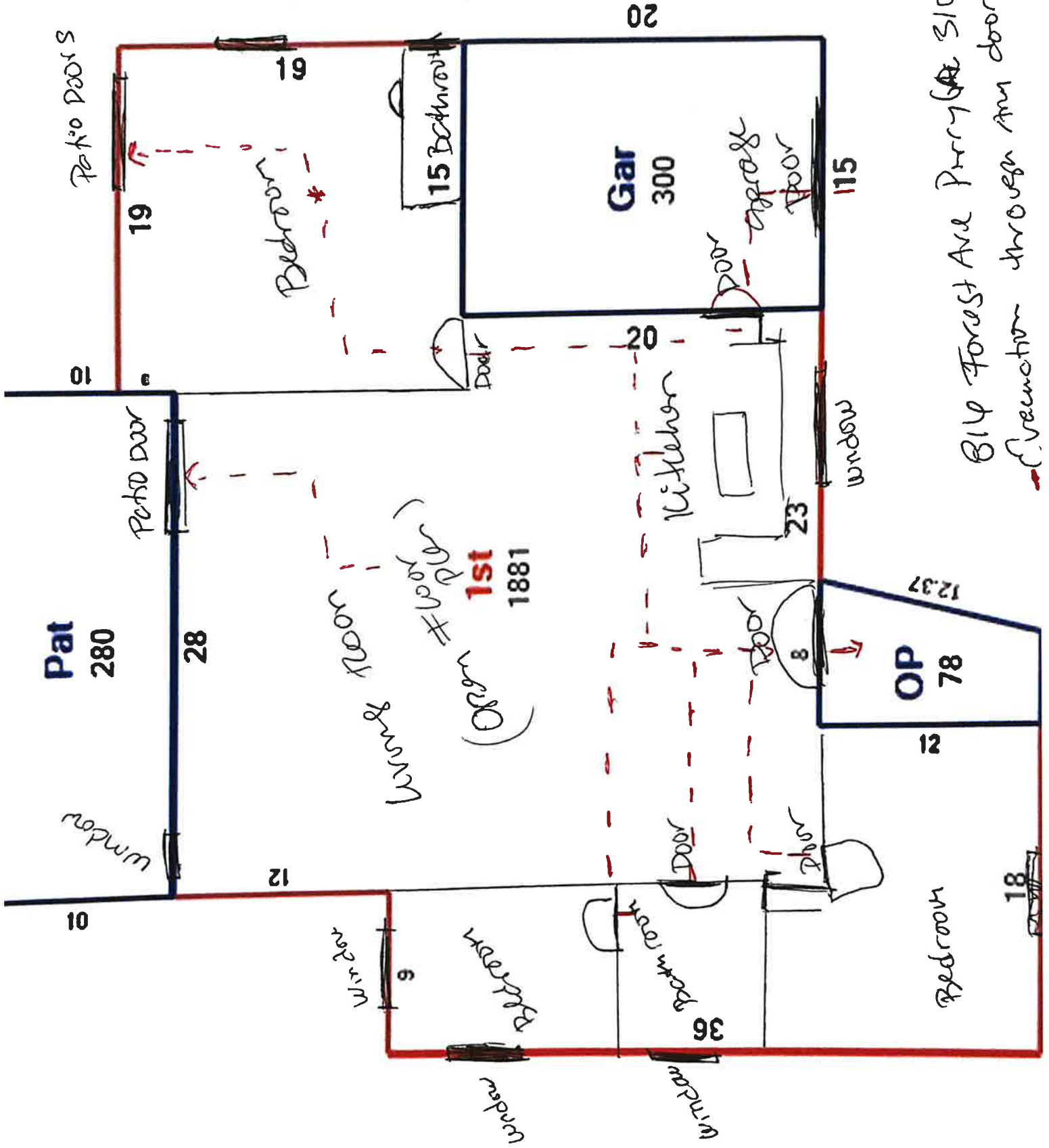
Directions Home Saved Share



Parkway

814 Forest Ave Perry GA 31069

Plot



814 Forest Ave Perry GA 31009
 Evacuation through any door or window

SAMPLE

816 Forest Ave
Perry GA 31069

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 Fund LLC** ("Landlord"), and **Tenant** ("Tenant").

- 1. PROPERTY:** Landlord hereby leases to Tenant a residential property (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 _____, payable in advance on the **1st day of each month**.
- 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:** Tenant agrees to pay the \$800.00 security deposit
- 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 Fund LLC

By: _____
Authorized Representative

TENANT:

By: _____
Signature



Where Georgia comes together.

CITY OF PERRY, GEORGIA
APPLICATION FOR OCCUPATIONAL TAX CERTIFICATE
Post Office Box 2030 - 1211 Washington Street - Perry, Georgia 31069
Office 478-988-2740 Fax 478-988-2748
Dajsha.Robinson@perry-ga.gov

- New
- Renewal
- Change

Business Name Summer Fund llc Phone Number [REDACTED]

Type of Business: Short term rental

Business physical location 816 Forest Ave Perry GA 31069

Business mailing address 2870 Peachtree Rd #325 Atlanta GA 30305
Street or P O Box City State Zip

Number of employees (including manager) 1 NAICS Code 531110

Full legal name of applicant Joydi Maria Ovalle
(Applicant must provide current legal driver's license)

Applicant date of birth [REDACTED] Social Security Number [REDACTED]

Applicant Contact Information:

Residence Address 104 Van Dr Atlanta GA 31047
Street City State Zip

Cell Phone Number [REDACTED] Home Phone [REDACTED]

Work Phone Number [REDACTED] Email [REDACTED]

Full legal name of Owner/Manager/Agent Joydi Ovalle

Full legal name of entity operating business Summer Fund llc

Full legal name of persons/entities having 20% or more interest in operating entity.
Mvin Shah, Joydi Ovalle
Yasmeen Shah

Business federal employer identification number [REDACTED]

Please list any other associated trade names for the business N/A

I, the applicant hereinabove set forth, after being duly sworn, under oath states the foregoing information is true and correct to my best knowledge and belief. So help me God.

[Signature]
Applicant Signature

2/25/25
Date

5. Describe how, where, and in what amounts the material, supplies, and/or equipment related to the home office will be displayed or stored. None
-
6. Describe the size and type of any vehicle used in connection with the home office. N/A
-
7. Will the home office involve the use of commercial vehicles for the delivery of materials to or from the home (i.e. UPS, FedEx)? Yes _____ No If yes, explain, including frequency of deliveries/pick-ups: no
-
8. Do you intend to display any signs relating to the home office? Yes _____ No
If yes, describe type, size and location:
-

Revised 1/26/22

Sec. 4-4.3 (C) *Home occupation.* A home occupation permit may be issued subject to the following standards:

- (1) *Where allowed.* The home occupation shall be operated entirely within the dwelling unit or a related accessory building.
- (2) *Who may operate.* Only by the persons maintaining residence on the lot may operate a home occupation. If the persons maintaining residence are not the owners, the property owner's permission must be provided.
- (3) *Area.* The combined floor area of a home occupation shall not exceed 25 percent of the floor area of the principal structure.
- (4) *Employees.* A home occupation may employ no more than one person who is not a resident in the applicant's home.
- (5) *Operational requirements.*
 - (a) The home occupation shall not involve the retail sale of merchandise except for products related directly to services performed.
 - (b) No merchandise shall be displayed in such a manner as to be visible from off the premises.
 - (c) No outdoor storage shall be allowed in connection with any home occupation.
 - (d) No alteration of the residential character of the premises may be made and the hours and the manner in which the home occupation is conducted shall not be allowed to create a nuisance or disturbance.
- (6) *Business owner.* The business must be owned by the owner of the property on which the home occupation is located, or the business owner must have written approval of the owner of the property if the applicant is a tenant.
- (7) *Parking.* Off-street parking shall be provided in accordance with the requirements of section 6-1, off-street parking and loading.
- (8) *Prohibited home occupations.* The following uses are prohibited as home occupations:
 - (a) Landscaping business, other than office use;
 - (b) Commercial greenhouse;
 - (c) Contractor's business, other than office use;
 - (d) Beauty salon or barber shop;
 - (e) Automotive repair;
 - (f) Furniture repair or cabinet shop;
 - (g) Physician's or chiropractor's clinic;
 - (h) Fortune telling.