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### **STAFF REPORT**

From the Department of Community Development  
December 23, 2024

**CASE NUMBER:** SUSE-0170-2024  
**APPLICANT:** Kevin Tran  
**REQUEST:** A Special Exception to allow a short-term residential rental  
**LOCATION:** 226 Black Hawke KN, Kathleen; Tax Map No. 0P60B0 024000

REQUEST ANALYSIS: The subject property owner proposes offering **4-bedrooms/3-bath** house for short-term rental for a maximum of **10** occupants. The subject dwelling was inspected for minimum safe and health standards and **passed**.

<b>Standards for Short-term Rental Properties (Section 4-3.5 of the LMO)</b>	
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"> <li>• Maximum occupancy of <b>10</b> persons</li> <li>• Parking restrictions; on-premises parking of up to <b>3</b> vehicles</li> <li>• Noise restrictions</li> <li>• On-premises curfew</li> <li>• Prohibition of on-premises events</li> </ul>	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:**

Are there covenants and restrictions pertaining to the property which would preclude the proposed use of the property? The applicant has indicated there is an HOA and provided contact information. The HOA president has been made aware of this application and the intention to use the property as a short-term rental.

Does the Special Exception follow the existing land use pattern?

	<b>Zoning Classification</b>	<b>Land Uses</b>
Subject	PUD, Planned Unit Development	Single-family residential
North	PUD, Planned Unit Development	Single-family residential
South	PUD, Planned Unit Development	Single-family residential
East	PUD, Planned Unit Development, RAG	Undeveloped
West	PUD, Planned Unit Development	Single-family residential

Will the Special Exception have an adverse effect on the Comprehensive Plan? The subject property is included in a "Suburban Residential" character area in the 2022 Joint Comprehensive Plan. This character area is typically developed with a mix of residential uses.

Will adequate fire and police protection be available? Fire and police protection are already provided to the property. The proposed use should not negatively impact these services.

Will the proposed use be of such location, size, and character that it is not detrimental to surrounding properties? Renting the existing house on a short-term basis should not be detrimental to surrounding properties. Other than the tenants changing on a more frequent basis, short-term rental should not be any different than the normal occupancy of a single-family residence.

Will the use interfere with normal traffic, pedestrian or vehicular, in the neighborhood? Short-term rental of the residence should not cause inappropriate interference with the normal pedestrian and vehicular traffic in the neighborhood.

Will the use result in an increase in population density overtaxing public facilities? Short-term rental of the residence should not increase the population density above that expected for the size of the house.

Will the use create a health hazard or public nuisance? Short-term rental of the residence should not create a health hazard. Compliance with standards for short-term rentals will prevent a public nuisance.

Will property values in adjacent areas be adversely affected? Short-term rental of the residence should not adversely affect the value of properties in the area.

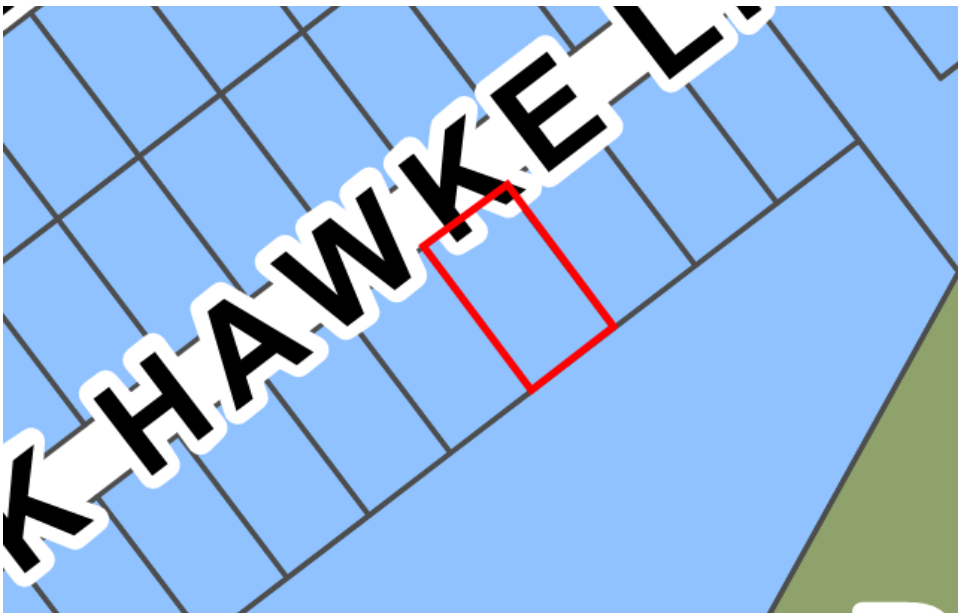
Are there substantial reasons a permitted use cannot be used at this property? The property is developed with a permitted use. The special exception is to allow the single-family residence to be rented on a less than 30-day basis.

**STAFF RECOMMENDATION:** Staff recommends approval of the special exception and issuance of a Short-Term Rental Permit.

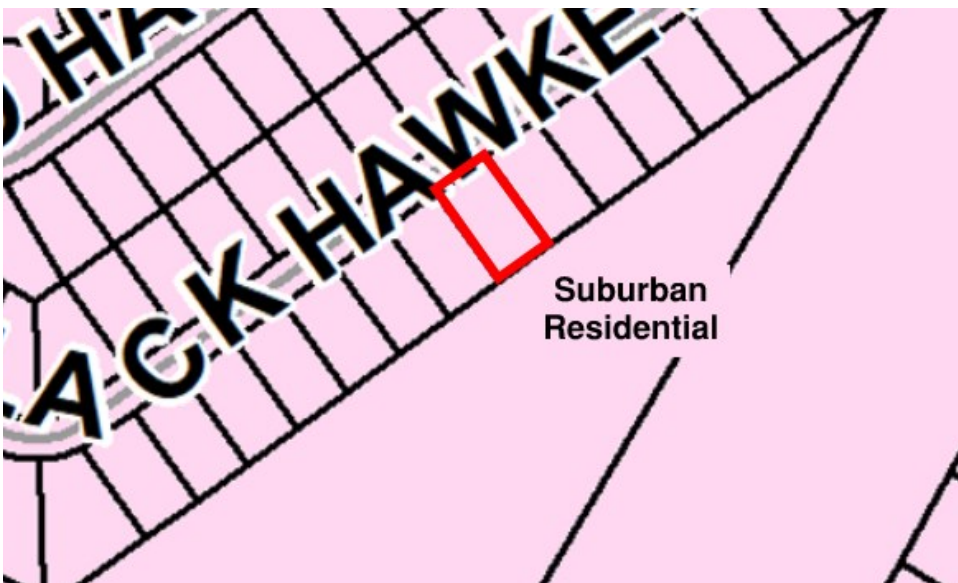


SUSE-0170-2024  
226 Black Hawke LN  
Special Exception for  
Residential Short-term  
Rental

Aerial



Zoning



Character Area



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Application # SUSE 0170-  
2024

### Application for Special Exception

Contact Community Development (478) 988-2720

\*Indicates Required Field

	*Applicant	*Property Owner
*Name	Kevin Tran	Kevin Tran
*Title	Owner	Owner
*Address	226 Black Hawk Lane	226 Black Hawk Lane
*Phone	[REDACTED]	[REDACTED]
*Email	[REDACTED]	[REDACTED]

#### Property Information

*Street Address	226 Black Hawk Lane, Kathleen, GA 31047	
*Tax Map Number(s)	0059104R	*Zoning Designation PUD

#### Request

\*Please describe the proposed use:  
Short-term rental

#### Instructions

- 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.
- \*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.
- \*For applications in which a new building, building addition and/or site modifications are proposed, you must submit a site plan identifying such modifications.**
- 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.
- 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.
- \*The applicant must be present at the hearings to present the application and answer questions that may arise.**
- 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.
- \*Signatures:** *Kevin Tran*

*Applicant	<i>Kevin S Tran</i>	*Date	12/21/24
*Property Owner/Authorized Agent	<i>OWNER</i>	*Date	12/21/24

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) The existing land use pattern. *Single Home. 1/3 AC.*
- (2) Whether the proposed use is consistent with the Comprehensive Plan. *Yes*
- (3) Whether all proposed structures, equipment or material will be readily accessible for fire and police protection. *Wood. Yes*
- (4) Whether the proposed use will be of such location, size, and character that, in general, it will be in harmony with the appropriate and orderly development of the area in which it is proposed to be situated and will not be detrimental to the orderly development of adjacent properties or a deterrent to the improvement of adjacent properties in accordance with the zoning classification of such properties, the existing land use pattern or the Comprehensive Plan. *Yes*
- (5) Whether, in the case of any use located in, or directly adjacent to, a residential district or area: *Yes*
  - (a) The nature and intensity of operations will be such that both pedestrian and vehicular traffic to and from the use and the assembly of persons in connection therewith will not be hazardous or inconvenient to, or incongruous with, said residential district or area, or conflict with the normal traffic of the neighborhood; and *No*
  - (b) The location and height of buildings, and other structures, and the nature and extent of screening, buffering or landscaping on the site will be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings in conformance with existing zoning districts and development pattern. *Yes*
- (6) Whether the proposed use will increase the population density resulting in the increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.; or approval of the use would encourage adjacent areas to develop at higher densities than provided in the comprehensive plan resulting in the overtaxing of such public facilities. *Yes*
- (7) Whether the proposed use will cause a health hazard, a public safety problem, or create a nuisance or cause excessively increasing traffic and associated congestion; create a drainage problem; generate unnecessary disturbance due to noise, the emission of smoke or other contaminants, odor, electrical interference, or cause pollution to land, air and/or water. *No*
- (8) Whether the proposed change will adversely affect property values in adjacent areas. *No*
- (9) Whether there are substantial reasons why the property cannot be used for a permitted use in the district where the property is located. *No*



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**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  
chrysta.hays@perry-ga.gov

- New
- Renewal
- Change

Business Name I.P.M. LLC Phone Number 478 244-1086  
 Type of Business: Short-Term Rental  
 Business physical location 226 Black Hawke Lane Kathleen GA 31047  
 Business mailing address 228 Black Hawke lane KATHLEE GA 31047  
Street or P O Box City State Zip  
 Number of employees (including manager) 4 NAICS Code \_\_\_\_\_  
 Full legal name of applicant KEVIN SON TRAN  
(Applicant must provide current legal driver's license)

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

Applicant Contact Information:

Residence Address 228 Black Hawke Ln Kathleen GA 31047  
Street City State Zip

Cell Phone Number [REDACTED] Home Phone Number [REDACTED]  
Work Phone Number [REDACTED] Email [REDACTED]

Full legal name of Owner/Manager/Agent Kevin S Tran

Full legal name of entity operating business Kevin S Tran

Full legal name of persons/entities having 20% or more interest in operating entity.  
Van H Nguyen.

Business federal employer identification number \_\_\_\_\_

Please list any other associated trade names for the business \_\_\_\_\_

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.

This 3 day of December, 2024.

Kevin S Tran  
Applicant Signature

Dec. 3<sup>rd</sup> 2024  
Date

H OA: contact

Black Hawk @ Grand Reserve

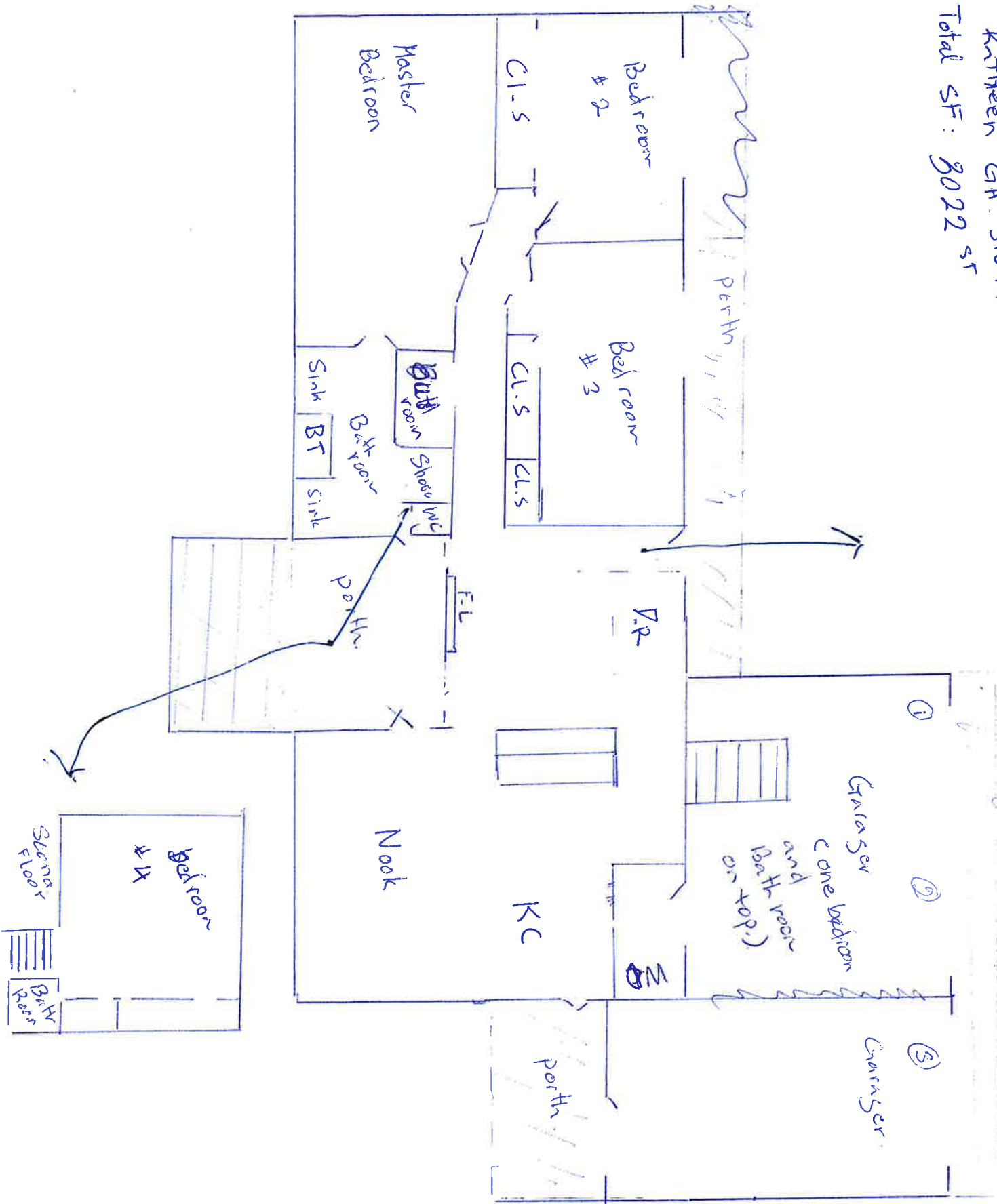
Dean Silver

478-550-3928

226 Black Hawk Ln  
Kathleen GA. 31047

Total SF: 3022 SF

11222244





State Farm Fire and Casualty Company

Applicant Name: TRAN, KEVIN S  
 Effective Date: 12-06-2024  
 11-KU-U189-3 F

GA

Personal Liability Umbrella Application / Customer Copy

<b>APPLICANT:</b>	TRAN, KEVIN S	<b>CO-APPLICANT(S):</b>	NGUYEN, HUYEN V
<b>MAILING ADDRESS:</b>	228 BLACK HAWKE LN KATHLEEN, GA 31047-1405		
<b>BILLING:</b>	Put application on SFPP: No		
<b>COVERAGES/PREMIUM SECTION:</b>			
<b>Policy Coverage</b>	<b>Limit</b>	<b>Premium</b>	
L Personal Liability	1,000,000	485.00	
<b>Discounts:</b>			
Class 50			
<b>Total Premium:</b>	\$ 485.00		
<b>Amount Paid:</b>	\$ 485.00		
<b>Credit Amount:</b>	\$ 0.00		
<b>Balance Due:</b>	\$ 0.00		
<b>APPLICANT(S) ACKNOWLEDGEMENT:</b>			
By submission of this application, you agree that: (1) You have read this application, (2) your statements on this application are correct, (3) the minimum policy limits are in force, (4) all vehicles are insured, (5) the premium charged must comply with State Farm's rules and rates and may be revised, and (6) traffic violation reports may be obtained by the company named hereon on any person named as a driver of the insured motor vehicle at any time.			
<b>AGENT INFORMATION:</b>			
App date and time: 12-06-2024 04:49 PM			
Agent: Alex Thigpin		Agent / AFO Code: 11-2767/27FBB6 Agent Phone: (478)956-3131	
Location Address: 108 S Highway 49 Byron, GA 31008-7329		Mailing Address: 108 Ga Highway 49 S Byron,,, GA 31008-7329	
<b>IMPORTANT NOTICES</b>			
<b>REGARDING CONSUMER REPORTS...</b>			
Consumer reports may be ordered in conjunction with this application. These reports provide information that assists with determining your eligibility for insurance.			
<b>REGARDING PERSONAL, FAMILY OR HOUSEHOLD INSURANCE TRANSACTIONS...</b>			
We may collect personal information from persons other than the individual or individuals applying for coverage. Such personal information as well as other personal or privileged information subsequently collected may, in certain circumstances, be disclosed to third parties without your authorization as permitted by law. If you would like additional information about the collection and disclosure of personal information, please contact your State Farm agent. You may also act upon your right to see and correct any personal information in your State Farm files by writing your State Farm agent to request this access.			



**State Farm Fire and Casualty Company**

PO Box 2356  
Bloomington IL 61702-2356

H-27- 2767-FBB6 R F

TRAN, KEVIN S &  
NGUYEN, HUYEN V  
228 BLACK HAWKE LN  
KATHLEEN GA 31047-1405

Location: 226 BLACK HAWKE LN  
KATHLEEN GA  
31047-1405

**Forms, Options, and Endorsements**

Special Form 3 FP-8106  
Fungus Limited Liability Cov FE-5909.1  
Terrorism Insurance Cov Notice \* FE-6999.3

\*Effective: AUG 01 2024

**RENEWAL CERTIFICATE**

<b>POLICY NUMBER</b>	
Rental Dwelling Pol - Special Form AUG 01 2024 to AUG 01 2025	
<b>DATE DUE</b> SEE BALANCE DUE NOTICE	
AUG 01 2024	\$741.00

**Coverages and Limits**

**Section I**

A Dwelling	\$340,700
Dwelling Extension	34,070
B Personal Property	17,035
C Loss of Rents	Actual Loss

**Deductibles - Section I**

Basic 5.00%	17,035
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**Section II**

L Business Liab (per occurrence)	\$300,000
(annual aggregate)	600,000
M Medical Payments to Others	1,000
(each person)	

**Annual Premium** \$741.00  
**Amount Due** \$741.00

**Premium Reductions**  
Utility Rating Credit 78.00

Inflation Coverage Index: 322.9

27 IPPD

01

91-J9-Q267-3

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

Moving? See your State Farm agent.  
See reverse for important information.

Prepared JUN 10 2024

*Thanks for letting us serve you...*

Agent ALEX THIGPIN  
Telephone (478) 956-3131

REB

138-3076 f.B 10-11-2010 (01f0089e)

E \* 3371 201E 1



In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

## **POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1,

2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

FE-6999.3

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< Listings

Listing ID: 508607

**I.P. M - Ilc** [Edit property name](#)

226 Black Hawke Lane  
Kathleen, Georgia, 31047, United States

Overview



Overview

[Submit a request](#)

[Add owner block](#)

Reviews

★★★★★ 4.85 (23 total reviews)

Bedrooms 4

Bathrooms 3

Maximum occupancy 9

Property type House

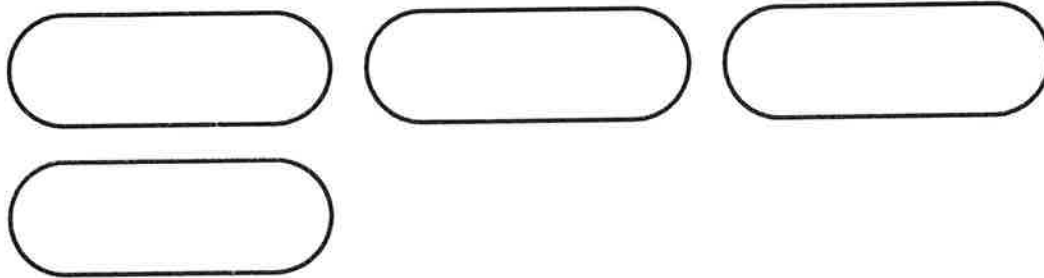
Complex name N/A

Unit size



### View your listing on our partner sites

Viewing your listing repeatedly may negatively affect your search ranking and performance.



## Contacts

Please be aware that only contacts designated as Guest Contacts will be shared with the guests.

### Full Service

Kevin Tran

✉ [vanson362@gmail.com](mailto:vanson362@gmail.com)

☎ [+14782441086](tel:+14782441086)

### Property Owner

Kevin Tran

✉ [vanson362@gmail.com](mailto:vanson362@gmail.com)

☎ [+14782441086](tel:+14782441086)

## Information for your guests

✓ Pre-stay information

Property description

### Property address

- 226 Black Hawke Lane, Kathleen, Georgia, 31047, United States

### Guest contact

- Kevin, (478) 244-1086, [vanson362@gmail.com](mailto:vanson362@gmail.com)
- Please contact your guest contact(s) with any questions or concerns you may have before or during your stay

### Check-in instructions

- Check in after 3:00 PM
- The Door code is [REDACTED]
- Please inform the Guest Contact of any problems or concerns upon arrival, so we can work to address these immediately

### Check-out instructions

- Check out before 10:00 AM
- Prior to your departure, please tidy up the property by doing the following:
- Remove all perishable items
- Take out the trash
- Load and start the dishwasher
- Strip linens from all used beds
- Place all used linens and towels in a pile
- Turn off all lights, electronics, and appliances
- Close and lock all windows and doors
- Additional fees will be imposed if the property is found in an unsatisfactory condition, so please return it to the condition in which you found it

### House rules

- No smoking
- No pets allowed
- No events, parties, or large gatherings
- Must be at least 25 years old to book
- Please report any damages that occur to both the Guest Contact and Evolve
- Please keep noise to a minimum between 10:00 PM and 6:00 AM.

### Internet instructions

- Instructions for connecting to the wireless internet network can be found inside the unit upon arrival

### Additional information

- This 2-story home requires 1 small step to enter

### Parking

- 2 vehicles can be parked in the garage
- 3 additional vehicles can be parked in the driveway
- Additional street parking is also available on a first-come, first-served basis
- Trailer parking allowed on-site

# SHORT-TERM RENTAL AGREEMENT

1. **THE PARTIES.** This Short-Term Rental Agreement ("Agreement") made on \_\_\_\_\_, between the following:

Landlord: Kevin S Tran \_\_\_\_\_, with a mailing address of  
228 black hawk lane kathleen ga 31047 \_\_\_\_\_ ("Landlord"), and

Tenant: \_\_\_\_\_, with a mailing address of  
\_\_\_\_\_ ("Tenant").

Occupant(s): \_\_\_\_\_.

2. **THE PREMISES.** The Landlord agrees to lease the described property below to the Tenant, and the Tenant agrees to rent from the Landlord:

- a.) Mailing Address: 226 black hawk lane kathleen lane kathleen GA 31047 \_\_\_\_\_.
- b.) Residence Type:  Apartment  House  Condo  Other: \_\_\_\_\_
- c.) Bedroom(s): 4
- d.) Bathroom(s): 3
- e.) Other: \_\_\_\_\_.

Hereinafter known as the "Premises."

3. **LEASE TERM.** The Tenant shall have access to the Premises under the terms of this Agreement for the following time period: (check one)

- **Fixed Term.** The Tenant shall occupy the Premises starting \_\_\_\_\_, at 03:00  AM  PM and ending \_\_\_\_\_, at 10:00  AM  PM ("Lease Term").

- **Month-to-Month Lease.** The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on \_\_\_\_\_, and ending upon notice of \_\_\_\_\_ days by either Party ("Lease Term").

4. **SECURITY DEPOSIT.** The Tenant shall be obligated to pay the following amounts upon the execution of this Agreement: (check one)

- **No Security Deposit:** There is no deposit required for the security of this Agreement ("Security Deposit").

- **Security Deposit:** \$ \_\_\_\_\_ ("Security Deposit"). The Security Deposit is for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Tenant must pay the Security Deposit at the execution of this Agreement. The Security Deposit shall be returned to the Tenant within the State's requirements after the end of the Lease

Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent.

5. **RENT.** The Tenant shall pay the Landlord:

- **Fixed Amount.** The Tenant shall be required to pay the Landlord \$ \_\_\_\_\_ for the Lease Term ("Rent"). The full amount of the Rent is due at the execution of this Agreement.

- **Monthly Amount.** The Tenant shall be required to pay the Landlord \$ \_\_\_\_\_ in equal monthly installments for the Lease Term ("Rent") and due on the \_\_\_\_ of each month under the following instructions:  
\_\_\_\_\_.

6. **UTILITIES.** The Landlord shall be responsible for all utilities and services to the Premises EXCEPT for the following:  
\_\_\_\_\_.

7. **PETS.** The Landlord: (check one)

- **Does Not Allow Pets.** There are no pets allowed on the Premises. If the Tenant is found to have pets on the Premises, this Agreement and any Security Deposit shall be forfeited.

- **Allows Pets.** The Tenant shall have the right to have \_\_\_\_ pet(s) on the Premises with a maximum limit of \_\_\_\_ pounds per pet. For the right to have pet(s) on the Premises, the Landlord shall charge a deposit of \$ \_\_\_\_\_ that is  non-refundable  refundable unless there are damages related to the pet. The Tenant is responsible for all damage that any pet causes, regardless of the ownership of said pet, and agrees to restore the Premises to its original condition at their expense.

8. **PARKING.** The Landlord: (check one)

- **Shall Not Provide Parking.**

- **Shall Provide Parking.** <sup>3</sup>\_\_\_\_ parking space(s) to the Tenant for a fee of \$0 \_\_\_\_\_ to be paid  at the execution of this Agreement  on a monthly basis in addition to the rent. The parking space(s) are described as:  
\_\_\_\_\_.

9. **FEES.** The Landlord requires the Tenant pays the following fees at the execution of this Agreement: (check all that apply)

- **Cleaning Fee:** \$ \_\_\_\_\_

- **Taxes:** \$ \_\_\_\_\_

- **Other:** \_\_\_\_\_ \$ \_\_\_\_\_



10. **SMOKING POLICY.** (check one)

- **Smoking is Not Allowed.**
- **Smoking is Allowed.** Smoking is permitted in the following areas:  
\_\_\_\_\_

11. **PROPERTY MANAGER.** The Landlord: (check one)

- **Does Not Have a Property Manager.**  
Landlord's Telephone: 478 244 1086  
Landlord's E-Mail: vanson362@gmail.com

- **Has a Property Manager.**  
Property Manager's Name: \_\_\_\_\_  
Property Manager's Telephone: \_\_\_\_\_  
Property Manager's E-Mail: \_\_\_\_\_

12. **SUBLETTING.** The Tenant: (check one)

- **Cannot Sublet the Premises.**
- **Can Sublet the Premises.** Each subtenant is: (check one)
- Required to be approved by the Landlord with written consent.
  - Not required to be approved by the Landlord.

13. **GUESTS.** During the Lease Term, the Tenant is: (check one)

- **Not Allowed to Have Guests.**
- **Allowed to Have Guests.** Rules regarding guests are as follows:
- a.) Maximum Number of Guests: 10
  - b.) Maximum Stay: \_\_\_\_\_ Hours
  - c.) Other Rules: \_\_\_\_\_

14. **QUIET HOURS.** The Landlord requires: (check one)

- **No Quiet Hours.** There are no quiet hours. However, the Tenant must reside on the Premises with respect to the quiet enjoyment of the surrounding residents.
- **Quiet Hours.** Quiet hours begin at 10:00  AM  PM each night and continue until sunrise. Quiet hours consist of no music and keeping all audio at a minimum level out of respect for the surrounding residents.

15. **MOVE-IN INSPECTION.** Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant shall: (check one)

- **Shall Not Inspect the Premises.**

- **Inspect the Premises.** Both the Landlord and Tenant shall inspect the Premises and write any current damages and/or needed repairs on a move-in checklist.

16. **INSPECTION.** The Landlord has the right to inspect the Premises with prior notice as in accordance with State law. Should the Tenant violate any of the terms of this Agreement, the rental period shall be terminated immediately in accordance with State law. The Tenant waives all rights to process if they fail to vacate the premises upon termination of the rental period. The Tenant shall vacate the Premises at the expiration time and date of this agreement.

17. **MAINTENANCE AND REPAIRS.** The Tenant shall maintain the Premises in a good, clean, and ready-to-rent condition and use the Premises only in a careful and lawful manner. The Tenant shall leave the Premises in a ready to rent condition at the expiration of this Agreement, defined by the Landlord as being immediately habitable by the next tenant. The Tenant shall pay for maintenance and repairs should the Premises be left in a lesser condition. The Tenant agrees that the Landlord shall deduct costs of said services from any Security Deposit prior to a refund if Tenant causes damage to the Premises or its furnishings.

18. **TRASH.** The Tenants shall dispose of all waste material generated during the Lease Term under the strict instruction and direction of the Landlord.

19. **QUIET ENJOYMENT.** The Tenant, along with neighbors, shall enjoy each other's company in a quiet and respectful manner to each other's enjoyment. The Tenant is expected to behave in a civilized manner and shall be good neighbors with any residents of the immediate area. Creating a disturbance of the area by large gatherings or parties shall be grounds for immediate termination of this Agreement.

20. **LANDLORD'S LIABILITY.** The Tenant and any of their guests hereby indemnify and hold harmless the Landlord against any and all claims of personal injury or property damage or loss arising from the use of the Premises regardless of the nature of the accident, injury or loss. The Tenant expressly recognizes that any insurance for property damage or loss which the Landlord may maintain on the property does not cover the personal property of Tenant and that Tenant should purchase their own insurance for their guests if such coverage is desired.

21. **ATTORNEY'S FEES.** The Tenant agrees to pay all reasonable costs, attorney's fees, and expenses that shall be made or incurred by the Landlord enforcing this agreement.

22. **USE OF PREMISES.** The Tenant shall use the Premises for residential use only. The Tenant is not authorized to sell products or services on the Premises or conduct any commercial activity.

23. **ILLEGAL ACTIVITY.** The Tenant shall use the Premises for legal purposes only. Any other such use that includes but is not limited to illicit drug use, verbal or physical abuse of any person or illegal sexual behavior shall cause immediate termination of this Agreement with no refund of pre-paid Rent.

24. **POSSESSIONS.** Any personal items or possessions that are left on the Premises are not the responsibility of the Landlord. The Landlord shall make every reasonable effort to return the item to the Tenant. If claims are not made within the State's required time period or two (2) weeks, whichever is greater, the Landlord shall be able to keep such items to sell or for personal use.

25. **GOVERNING LAW.** This Agreement shall be governed and subject to the laws located in the jurisdiction of Premise's location.

26. **ADDITIONAL TERMS & CONDITIONS.**

Trash can! Shall move to cursize road Tuesday night. by tenants or Landlord.

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

**Landlord Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Print Name: Kevin S Tran

**Tenant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Print Name: \_\_\_\_\_

## Trash Collection.

Trash Service on Wednesday:

Trash can shall be roll out to curSize road by Tuesday nighth. and pull back after serviced.



Where Georgia comes together.

Application # **STR-INT-0169-2024**

### 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	Kevin Tran	Kevin Tran
*Mailing Address	224 Black Hawk Lane Kathleen, GA 31047	VanSon362@gmail.com
*Phone	(478)-244-1086	*24-hour contact: 478-244-1086
*Email	vanson362@gmail.com	

*Street Address of Short-term Rental Unit:	224 Black Hawk Lane Kathleen GA 31047
*Tax Map Number:	00591092

\*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 ~~error~~
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: Kevin Tran Date: 10/2/24

\*Notary Public signature and seal:

Signature: Diane Hardy Seal:

Date: 1-4-2026