

STAFF REPORT

From the Department of Community Development
June 30, 2025

CASE NUMBER: SUSE-0065-2025
APPLICANT: Cedric and Jennifer Fischer
REQUEST: A Special Exception to allow short-term residential rental
LOCATION: 1726 Greenwood Circle; Tax Map No. 0P0170 057000

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 Rulesaddressing: <ul style="list-style-type: none">• Maximum occupancy of 8 persons• Parking restrictions; on-premises parking of up to 2 vehicles• Noise restrictions• On-premises curfew• Prohibition of on-premises events	Complies
Trash pick-upplan	Complies
Required written rental agreement	Complies
Proof of required active insurance policy	Complies
Application for City of Perry Occupational Tax Certificate	Complies
Other standards will be addressed with the issuance of an STR permit	

STANDARDS FOR SPECIAL EXCEPTIONS:

- 1. Are there covenants and restrictions pertaining to the property which would preclude the proposed use of the property?*

The applicant is not aware of any covenants or restrictions associated with this property.

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

The subject property is in a Traditional Neighborhood Character area in the 2022 Joint Comprehensive Plan, which calls for a mix of housing types and neighborhood amenities within a walkable distance. The proposed use aligns with these policies by offering a flexible, temporary option for housing close to the downtown area and a nearby destination park.

3. *Will the proposed use impact traffic volume or traffic flow and pedestrian safety in the vicinity?*

The proposed use should not negatively impact traffic as the home will be used in the same way a traditionally occupied home is expected to be used. Temporary residents are required to abide by noise and trash collection ordinances, prohibited from having large gatherings, and are limited by the number of vehicles allowed on the premises.

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

The hours and manner of operation will not negatively impact properties in the surrounding area.

5. *Will parking, loading/service, or refuse collection areas of the proposed use impact nearby properties and uses in the vicinity, particularly with regard to noise, light, glare, smoke, or odor?*

The parking, loading/service, or refuse collection areas of the proposed use will not negatively impact surrounding properties in any way. The driveway is long enough to accommodate the two vehicles proposed on the application. The applicants are also proposing to use the garage for two additional vehicles; however, staff only counts parking available outside of the garage when considering applications.

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

The structure is an existing single-family dwelling, making it compatible with surrounding structures. Changing the frequency of the inhabitants does not change the use of the parcel.

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

The parcel is sufficient size to accommodate parking and the number of proposed guests. No future growth is expected on this parcel.

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

The structure on the parcel is still being used as a dwelling. Changing the frequency of guests does not cause any change to existing services being provided to the home.

STAFF RECOMMENDATION: Staff recommends approval as submitted.

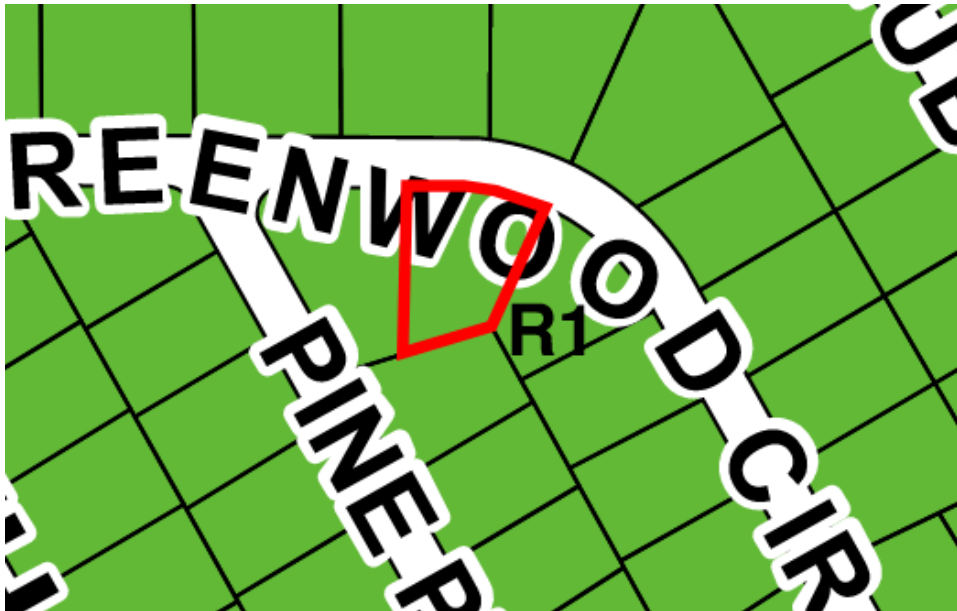


SUSE-0065-2025

1726 Greenwood Circle

Special exception for a short-term rental in a residential neighborhood

Aerial



Zoning



Character Area



Where Georgia comes together.

Application for Special Exception

Contact Community Development (478) 988-2720

Application # SUSE
0065-2025

*Indicates Required Field

	*Applicant	*Property Owner
*Name	Cheryl Gillen	Cedric and Jennifer Fischer
*Title	Rental Property Manager with Southern Valley Homes, Inc.	Homeowners
*Address	602 Valley Dr, Perry, GA 31069	303 Blue Heron Dr, Glenwood Springs, CO 81601
*Phone	[REDACTED]	[REDACTED]
*Email	[REDACTED]	[REDACTED]

Property Information



*Street Address 1726 Greenwood Cir, Perry, GA 31069	
*Tax Map Number(s) 0P0170 057000	*Zoning Designation R1

Request

*Please describe the proposed use: Short Term Rental - See attached

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	 <small>dotloop verified 05/01/25 1:03 PM EDT 1DRB-LSUS-CQGX-MJ7C</small>	*Date 05/01/2025
*Property Owner/Authorized Agent		*Date 5/1/25

Application for Special Exception Standards Response

1726 Greenwood Cir, Perry, GA

Response to Standards for Granting a Special Exception:

Covenants and Restrictions: There are no existing covenants or restrictions on the property and no Homeowner Association that would preclude its use as a short-term rental within the zoning district. The property is currently zoned for residential use, and the proposed short-term rental activity is compatible with this zoning classification.

1. **Compliance with Comprehensive Plan and Other Adopted Plans:** The proposed short-term rental use aligns with the City of Perry's Strategic Plan and other adopted land-use policies, which promote diverse housing options, including temporary rental accommodations to support tourism and the local economy. The property is located within a residential area where short-term rental uses are appropriate and consistent with the broader goals of encouraging economic development through tourism while maintaining residential character.
2. **Impact on Traffic Volume, Flow, and Pedestrian Safety:** The property is situated on a residential street with low to moderate traffic. The short-term rental is expected to generate only a minor increase in traffic volume, limited primarily to guest arrivals and departures. This increase is not expected to significantly affect traffic flow or pedestrian safety. The area is not a major thoroughfare, and the local road system is capable of accommodating any additional traffic. Additionally, guests will be provided with parking instructions to prevent any congestion or unsafe conditions on surrounding streets.
3. **Impact of Hours and Manner of Operation on Nearby Properties:** The proposed short-term rental will operate in a manner consistent with typical residential properties. Hours of operation will mirror standard residential activity, with guests coming and going during reasonable hours, typically between 10 p.m. and 7 a.m. There are no plans for disruptive activities, such as parties or events, that would disturb the peace and quiet of the neighborhood. Guests will be instructed to adhere to quiet hours and respect the surrounding residential environment.
4. **Impact of Parking, Loading/Service, or Refuse Collection Areas:** The property has sufficient on-site parking for the number of guests expected to occupy the home. There will be no overflow parking on the street, and vehicles will be directed to park in the garage or in the driveway. Refuse collection will be handled through the standard service, with no special accommodations needed. There will be no impact on nearby properties from noise, light, glare, smoke, or odor generated by parking, refuse collection, or loading activities, as these functions will occur in a manner consistent with normal residential operations.
5. **Compatibility of Height, Size, and Location of Proposed Structures:** The existing structure is a single-family home that is consistent in height, size, and location with surrounding properties. No changes to the structure's height or size are proposed. The

property is compatible with the surrounding residential area, and the proposed short-term rental use will not alter the character of the neighborhood or create any visual or structural incompatibility.

6. **Parcel Size and Ability to Accommodate the Proposed Use:** The property is 0.62 acres which is sufficiently sized to accommodate the short-term rental use while maintaining the residential character of the neighborhood. The parcel provides adequate space for guest parking, outdoor activities, and complies with all applicable zoning requirements for residential uses.
7. **Impact on Streets, Utilities, City Services, or Schools:** The proposed short-term rental will not place an excessive burden on existing infrastructure. The property is already connected to the city's utilities and services, including water, sewage, and electrical systems. There is no anticipated increase in demand that would exceed the current capacity of city services. Additionally, the short-term rental will not impact local schools, as it is not intended for long-term residency. The property will continue to function primarily as a residential dwelling for Cedric and Jennifer Fischer when they are in Perry.



Where Georgia comes together.

Application # STR INT
0066-2025

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	Cedric and Jennifer Fischer	Cheryl Gillen
*Mailing Address	303 Blue Heron Drive, Glenwood Springs CO, 81601	602 Valley Dr, Perry, GA 31069
*Phone		*24-hour contact:
*Email		

*Street Address of Short-term Rental Unit: 1726 Greenwood Cir, Perry, GA 31069

*Tax Map Number: 0P0170 057000

*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

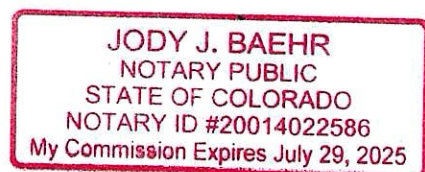
Date

*Notary Public Signature and seal:

Signature:

Date:

Seal:





USAA Casualty Insurance Company
9800 Fredericksburg Road
San Antonio, TX 78288

RENTAL PROPERTY INSURANCE POLICY SUMMARY

CEDRIC D FISCHER AND JENNIFER ANN FISCHER
1726 GREENWOOD CIR
PERRY, GA 31069

Existing USAA Rental Property Insurance Policy Summary

May 01, 2025

We're writing to provide the following summary of the USAA rental property policy:

Effective Date of Policy:	May 12, 2025 12:01 a.m. standard time
Policy Expiration Date:	May 12, 2026 12:01 a.m. standard time
Policy Location:	1726 GREENWOOD CIR, PERRY, GA 31069
Policy Number:	[REDACTED]
Named Insured:	CEDRIC D FISCHER AND JENNIFER ANN FISCHER

Description of coverage(s)

Dwelling coverage:	\$338,000
Home Protector:	Not Included

Personal belongings:	\$5,000
Personal liability:	\$300,000
Medical payments:	\$5,000

See Update Page

Deductible(s)	
All other perils:	\$2,000
Wind and hail:	2.00% (\$6,760)

Revised Annual Premium:	\$1,268.77
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Mortgage Clause:	SUNMARK COMMUNITY BANK 1005 NORTHSIDE DR PERRY, GA 31069
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Your Home Protector coverage, if included, provides you an additional 25% of dwelling coverage. Policy terms, conditions and exclusions apply.

Notification to Additional Interest Upon Cancellation

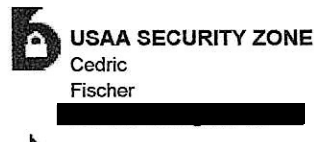
If this policy is canceled or not renewed, the mortgagee or lender will be properly notified at least 10 days before the date cancellation or nonrenewal takes effect.

Updated USAA Insurance Policy Summary

USAA <USAA.Customer.Service@mailcenter.usaa.com>
Reply-To: USAA <USAA.Customer.Service@mailcenter.usaa.com>
To: <cedric123@gmail.com>

Thu, May 1 at 12:47 PM

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USAA SECURITY ZONE
Cedric
Fischer
[Redacted]

Changes to USAA Rental Property Insurance Policy Summary

[Quoted text hidden]

Personal liability: \$1,000,000

Medical payments: \$5,000

Deductible(s)

Wind and hail: \$6,760

All other perils: \$2,000

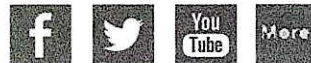
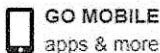
Revised Annual Premium: \$1,404.06

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Go Digital

Review and edit your online document preferences at usaa.com.



Please do not reply to this e-mail.
To contact USAA, visit our secure contact page.

Privacy Promise

USAA Casualty Insurance Company, 9800 Fredericksburg Road, San Antonio, Texas 78288



Email

Starting a Business

License Type	Occupational Tax
Applicant Name	First Name: Cedric Last Name: Fischer
Business Name	Townhome Property Management, LLC
Physical Location	Street Address: 303 Blue Heron Drive City: Glenwood Springs State: CO Zip: 81601
Mailing Address	Street Address: 303 Blue Heron Drive City: Glenwood Springs State: CO Zip: 81601
Business Phone Number	
Type of Business	Rental Property Management
Is your business a LLC (Limited Liability Company)	Yes
Certificate Of Organization	Articles of Organization for Townhome Property Management.pdf
NAICS Code	531311
E-mail Address	
Number of Employees (Full-time Equivalent)	1
Full legal name of Owner	Jennifer Fischer
Owners Mailing Address	Street Address: 303 Blue Heron Drive City: Glenwood Springs State: CO Zip: 81601
Owners Phone Number	
Full legal name of Manager	Cedric Fischer
Manager Phone Number	
IRS EIN (Tax ID)	*****
State License	
Lease/Settlement Agreement	edited_offer (1).pdf

Item 3. Proposed Host Rules

Airbnb Ground rules for guests

We require everyone who is part of our community to stick to these simple rules for being a great guest:

Treat your host's home like your own

- **Cleanliness:** Guests should not leave the listing in a state that requires excessive or deep cleaning (moldy dishes, soiled carpets, stains from pets, etc.). Cleaning fees set by hosts are only meant to cover the cost of standard cleaning between reservations (laundry, vacuuming, etc.).
- **Litter:** Guests should put their trash in designated trash receptacles and be mindful of excessive amounts of trash.
- **Damage:** Where guests cause damage that is beyond normal wear and tear, we expect guests to inform hosts of the damage as soon as possible and work with the host to find a reasonable solution. Guests are expected to pay reasonable requests for reimbursement if they're responsible for damage, missing items, or unexpected cleaning costs. Learn more about [getting charged for damage](#).

Follow the host's standard house rules

- **Approved guests:** Guests should respect the approved number of guests and should ask their host if they're unsure about the rules for visitors. Disruptive gatherings are always prohibited. Learn more in our [Community Disturbance Policy](#).
- **Check-in time:** Guests should respect their host's check-in window and should not check in before or after the designated window without prior approval from the host.
- **Checkout time:** Guests should complete checkout, including key return, by the designated checkout time indicated on the Airbnb reservation, and should not leave belongings at the listing past the designated checkout time for storage or later pickup without prior approval from the host.
- **Smoking:** Guests should respect "no smoking" rules and should ask their host if they're unsure about the limitations. This includes the use of tobacco, cannabis, e-cigarettes, etc. Guests are responsible for compliance with applicable laws.
- **Approvals for pets:** Guests should not bring any pets inside a listing that is designated as "no pets" in the house rules, bring more pets than are approved into a listing, or fail to inform the host about any pets brought inside the listing. Note that service animals are not considered pets. Learn more about our rules around service animals in our [Accessibility Policy](#).
- **Noise:** Guests should respect designated quiet hours and should not disturb the surrounding community with a disruptive level of noise (loud music, shouting, slamming doors, etc.).

- **Commercial film and photography:** Guests should not participate in film or photography that is intended for commercial use or profit, without documented permission from the host.

Reporting a violation

Airbnb encourages hosts to promptly report violations of these ground rules. We accept reports directly from hosts who contact us, as well as from neighbors.

When a host is dealing with a suspected or actual violation of these ground rules, we ask that they:

- Communicate with the guest—this is often the quickest path to resolution.
- Document the issue through the Airbnb message thread, an emailed complaint from a neighbor, photos, etc.
- Contact us to report any issues, or request payment for damages through the Resolution Center.
- Leave an honest review with feedback so that the guest can improve for future hosts.

Holding guests to these ground rules

We are committed to enforcing these ground rules. Actions we take may include providing information to guests about the policy and issuing warnings. When repeated or severe violations of these ground rules are reported, guests may also be suspended or removed from our community.

In addition to standard house rules covered in these ground rules, hosts can also add a written set of additional rules to their listing page. If a guest violates any of these additional rules, hosts can reach out to customer support to help with the appropriate next steps.

Communicate promptly with the host if issues come up

In addition to the above ground rules, good communication between hosts and guests is important for successful stays. When guests are able to (not out of cell phone range, etc.), Airbnb encourages guests to be responsive when a host reaches out to resolve an issue.

Appealing violations

Guests may appeal decisions under this policy by contacting customer support or through the link we provide to start the appeals process. In reviewing appeals, we will consider any additional details the guest provides, such as new or corrected information, violations of our Reviews Policy, or other relevant circumstances related to the violation(s).

Additional House Rules

We plan to have additional house rules which will be a written set of rules added to the Airbnb listing page. These guest rules are:

- Must be 21 to book.
- Absolutely No Parties. You will be reported and must vacate the property immediately with no refund for your booking.
- Quiet hours are from 10pm-7am.
- No parking on the grass or in the street.
- Absolutely No smoking. A \$500 fee will be charged for smoking or vaping in the house.
- No Mining Cryptocurrency: \$500 fine for violation of this rule
- If you have pets please clean up after them in the yard using the provided poop doggie bags.

Item 4. Plan for Trash Collection

The trash is taken out and brought back by either the guest or the cleaner. We will have the trash day posted on a sign on the wall in the kitchen above the trash can and ask if the guest is there on trash day to please make sure they take the trash out and the trash bin to the road. If this happens on a day when we don't have guests then the cleaner will take it out when she cleans.

Item 5. The Maximum Number of Occupants

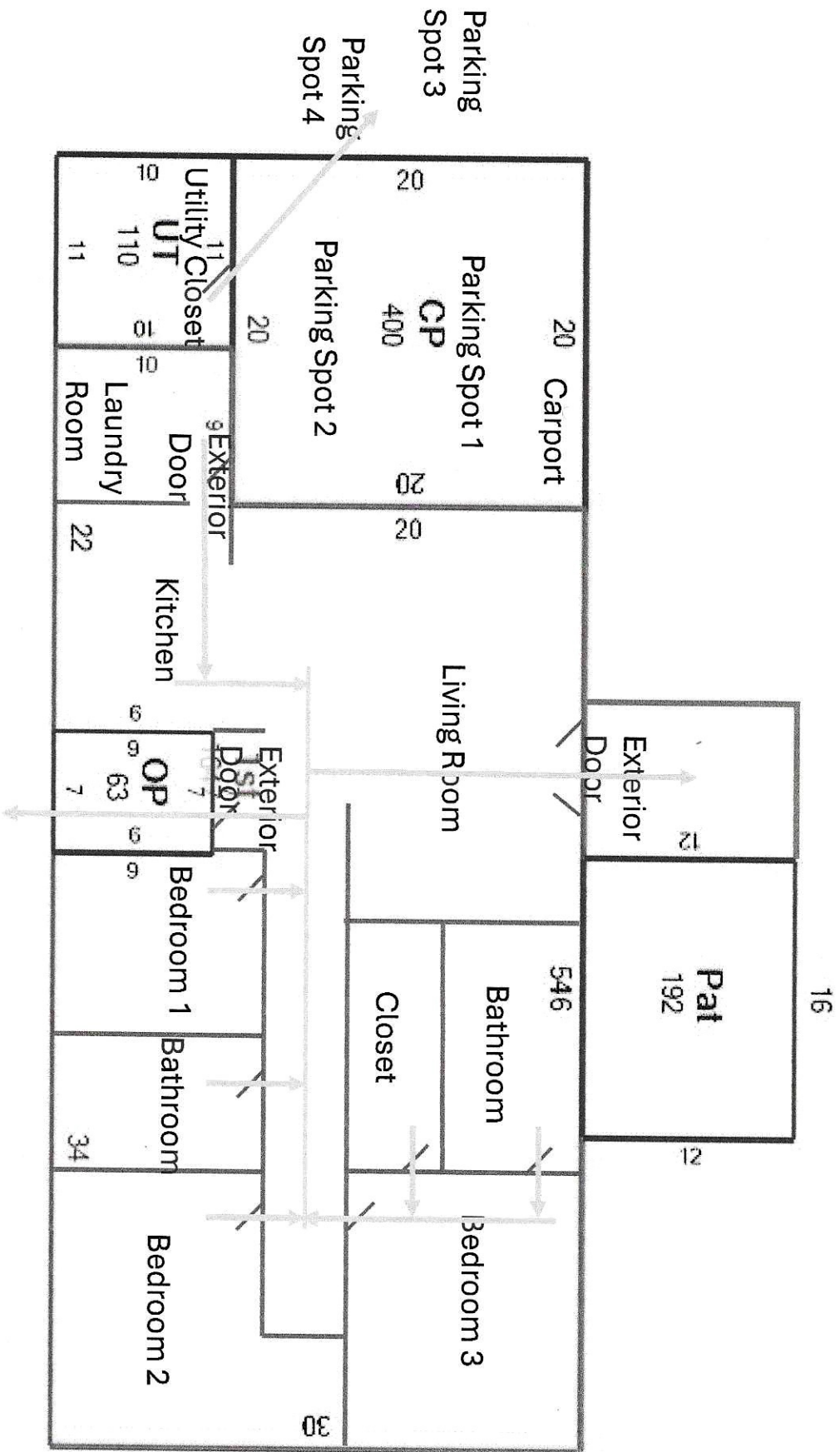
The proposed maximum number of occupants at any given time is 8. This is 2 people per bedroom and two on a sleeper sofa.

Item 9. Homeowner's Association

The house at 1726 Greenwood Cir, Perry GA is not part of any homeowner's association and is not subject to restrictive covenants.

Item 10. Other certifications and information

Not Applicable



LEASE FOR RESIDENTIAL PROPERTY



2025 Printing

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (Southern Valley Homes, Inc) and the undersigned Tenant (EXAMPLE) do hereby agree as follows:

A. PRIMARY TERMS. The primary terms of this Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease.

Lease. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of on the terms and conditions of which are set forth below.

1. Property Address: <u>1726 Greenwood Cir</u> Unit <u></u>	
City <u>Perry</u>	County <u>Houston</u> Georgia, Zip <u>31069</u> ("Premises")
2. Lease Start Date: <u></u> Last Day of Lease ("Lease End Date"): <u></u> Tenant may terminate this Agreement without penalty if possession is not granted within <u></u> days of the Lease Start Date ("Approved Delay Period").	
3. Rent. a. Rent: Tenant shall pay monthly rent of \$ <u>see stips</u> . Rent Shall Be Payable To <u>Southern Valley Homes, Inc</u> and delivered to: <u>4851 Russell Pkwy Ste 800 Warner Robins, GA 31088</u> ("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein. b. Due Date for Rent: Rent is due by the <u>see stips</u> day of the month. Rent may be paid in any of the forms checked here: <input type="checkbox"/> Check <input checked="" type="checkbox"/> Cash <input checked="" type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> ACH or <input type="checkbox"/> EFT. c. Late Date and Additional Rent for Late Payment: Rent paid after <u>n/a</u> n/a.m. on the <u>n/a</u> day of the month shall be late and must include additional rent of <u>n/a</u> ("Additional Rent for Late Payment"). d. Credit Card: If rent is paid by Credit Card rent must include a credit card convenience fee of <u>3%</u> e. Service Charge(s): Tenant shall pay Landlord the following service charges: (1) To Post a 3 Day Notice to Vacate or Pay conspicuously on the Premises: \$ <u>25</u> (2) Dishonored Check or Rejected Electronic (ACH) Payment: \$ <u>75</u>	
4. Security Deposit. a. Tenant shall pay <u>Southern Valley Homes, Inc</u> as "Holder" a security deposit of \$ <u>1000</u> by: <input type="checkbox"/> Check <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Certified Check <input checked="" type="checkbox"/> Money Order <input checked="" type="checkbox"/> Credit Card <input checked="" type="checkbox"/> ACH or <input type="checkbox"/> EFT. Security deposit shall be paid not later than the Lease Start Date but not earlier than the date Landlord or Manager has presented Tenant with a copy of the Move-In Inspection. Landlord's or Manager's signature below does not constitute receipt of the security deposit. Landlord or Manager shall provide Tenant with a receipt for the security deposit once said deposit has been paid. NO LANDLORD SHALL DEMAND OR RECEIVE A SECURITY DEPOSIT IN EXCESS OF TWO MONTHS' RENT. b. Security Deposit Bank Account: The security deposit will be held in: <input checked="" type="checkbox"/> Escrow Account at <u>Robins Financial Credit Union</u> Bank; OR <input type="checkbox"/> General Account at <u></u> Bank.	
5. Notice Not to Renew Lease. A party electing not to renew the Lease shall be required to provide <u>14</u> days notice of the same to the other party even when the lease becomes a month to month agreement.	
6. Re-Key Fee Paid By Tenant upon Lease Termination: \$ <u>n/a</u>	
7. Non-Refundable Administrative Fee Paid by Tenant: \$ <u>n/a</u>	
8. Pets. Tenant <input checked="" type="checkbox"/> shall or <input type="checkbox"/> shall not be allowed to keep pets on the premises. If pets are allowed a separate pet exhibit must be attached hereto and is incorporated into this Lease.	
9. Smoking. Tenant <input type="checkbox"/> shall or <input checked="" type="checkbox"/> shall not be allowed to smoke, in any form, on or in the Premises.	
10. No Subletting. No subletting of any kind including, but not limited to, nightly rental services such as AIRBNB.com, or home exchange services such as HomeExchange.com.	
11. Utilities. Utilities provided by Landlord: <input checked="" type="checkbox"/> Water <input checked="" type="checkbox"/> Sewer <input checked="" type="checkbox"/> Gas <input checked="" type="checkbox"/> Electricity <input checked="" type="checkbox"/> Trash Pickup <input type="checkbox"/> Cable <input type="checkbox"/> None <input checked="" type="checkbox"/> Other: <u>Internet, Pest Control</u>	

12. **Tenant's Option to Terminate Lease Early.** Tenant ☒ shall OR ☐ shall not have the right to terminate this Lease early. If Tenant has a right to terminate the Lease prior to the Lease End Date, Tenant shall pay Landlord the lesser of 35% of the sum of the rental payments remaining during the current lease term or the sum of the charges in 12(c) and 12(d). below. If Tenant has the right to terminate the Lease early, and neither 12(c) nor 12(d) below are filled out, then Tenant shall pay 35% of the sum of the rental payments remaining. These fees are a reasonable pre-estimate of Landlord's and Manager's additional expenses for the unanticipated vacancy, turnkey expenses and re-letting costs. If Tenant has not complied with all of these requirements, Tenant's move out prior to the end of the lease term will be addressed in accordance with Georgia law (Tenant will owe the lesser of all of the rent due through the end of the lease term or all of the rent due through the date Notice to Terminate is received).

- ☒ a. Give Landlord no less than _____ days notice of termination.
- ☐ b. Comply in ALL respects with the terms of the Lease.
- ☐ c. In addition to the rent due, pay Landlord a fee of _____ or ☐ % of the total rent that otherwise would have been due, payable no later than _____ days from the date Notice to Terminate is received.
- ☐ d. Pay an Early Lease Termination Fee of _____, not later than _____ days from the date Notice to Terminate is received.

Remainder of agreement on file in Community Development Department

13. **Landlord's Option to Terminate Lease Early.** Landlord ☐ shall OR ☒ shall not have the right to terminate the Lease early. If Landlord has the right to terminate the Lease prior to the Lease End Date, Landlord shall give Tenant n/a days notice of such termination at which time Tenant shall be obligated to vacate the Premises. After Tenant has vacated the Premises, Landlord shall credit Tenant with the sum of \$_____ ("Early Termination Fee to Tenant") which shall first be applied against any monies owing from Tenant to Landlord with the balance thereafter being paid to Tenant by Landlord. If this Lease is terminated due to a default by the Tenant or destruction of the Premises, then this early termination section shall not apply.

14. **Holding Over Rate.** The daily rate for holding over beyond the expiration or termination of the Lease is \$ prorated.

15. **Fee to Prepare Lease Amendment:** \$ 0

16. **Use:** Only the following people are authorized to occupy the Premises: See Special Steps

17. **Appliances provided by Landlord:**

- | | | | | | |
|--|--|---|--|--|---------------------------------------|
| <input type="checkbox"/> Compactor | <input checked="" type="checkbox"/> Dryer | <input checked="" type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Range | <input checked="" type="checkbox"/> Washer | <input type="checkbox"/> Other: _____ |
| <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Electric | <input type="checkbox"/> Oven | <input type="checkbox"/> Built-in | <input type="checkbox"/> Wine/Drink Cooler | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Disposal | <input type="checkbox"/> Gas | <input type="checkbox"/> Electric | <input type="checkbox"/> Free-standing | <input checked="" type="checkbox"/> Venthood | <input type="checkbox"/> Other: _____ |
| | | <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Refrigerator | | <input type="checkbox"/> Other: _____ |

18. **Lawn & Exterior Maintenance.** ☐ Tenant OR ☒ Landlord shall maintain the lawn and perform exterior maintenance as described elsewhere herein.

19. **Pest Control.** Pest Control, as specified elsewhere in the Lease, shall be the responsibility of and paid for by: ☐ Tenant OR ☒ Landlord.

20. **Propensity of Flooding.** The Premises ☐ have OR ☒ have not flooded at least three (3) times within the past five (5) years.

21. **Lead Based Paint.** The Premises ☒ were (attach F918 Lead-Based Paint Exhibit) OR ☐ were not built prior to 1978. Tenant ☒ has OR ☐ has not received a copy of the **Lead-Based Paint Pamphlet (CB04)**.

22. **Other Liquidated Damages Paid By Tenant.**

- a. **Fee to Halt Dispossession Action:** The fee paid by Tenant to halt dispossession actions in certain situations as set forth elsewhere herein shall be \$ 500 ("Fee to Halt Dispossession Action") plus an Administrative Fee of \$ 100 per occurrence.
- b. **Denial of Access Charge:** Tenant agrees to pay \$ 200 for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.
- c. **Unauthorized Pet Charge:** \$ 500 per incident. Every day the violation occurs shall be deemed a separate incident.
- d. **Unauthorized smoking within the Premises charge:** \$ 500
- e. **Utility Disconnection Charge for un-authorized disconnection of utility service:** \$ 500

23. **Renewal.**

- a. **Term:** The Lease ☐ shall automatically renew in _____ month increments (each of which shall be referred to as a "Renewal Term") or ☒ shall renew on a month to month basis with all other terms and conditions of the Lease remaining the same including, but not limited to, the number of days notice required to terminate the Lease. If the month to month option is selected, then the language below regarding the "Automatic Renewal" of the Lease shall not be applicable or part of this Lease.
- b. **Automatic Renewal:** Upon the first day of the calendar month following the initial Lease End Date, and every twelve (12) months thereafter, the rent will automatically increase _____% over the immediately preceding rental rate. Landlord shall have the right to increase the rent above this amount upon notice being given to Tenant at least ninety (90) days prior to the end of the then applicable Lease Term or Renewal Term. Upon the receipt of such notice, Tenant shall have thirty (30) days thereafter to notify Landlord of Tenant's decision either to: (1) terminate the Lease effective upon the end of the current term of the Lease; or (2) accept the increase in the rent above the amount set forth elsewhere in the Lease. If Tenant fails to timely respond to the notice of rent increase above the increase set forth elsewhere herein, then Tenant shall be deemed to have accepted the increase in rent for the subsequent Renewal Term. After the expiration of n/a Renewal Terms, the Lease shall automatically become a month-to-month Lease if not otherwise terminated. All other terms and conditions of this Lease, including the notice provisions, shall remain the same and in full force and in effect.