

1 **CITY OF EAST POINT**
2 **FULTON COUNTY, GEORGIA**

3
4 **AN ORDINANCE BY THE CITY OF EAST POINT, GEORGIA, TO AMEND PART 11, CHAPTER 9:**
5 **RENTAL DWELLINGS AND RENTAL UNITS TO ADD PROVISIONS TO ALLOW HOMESTAY LODGING**
6 **CITYWIDE AS USES PERMITTED WITH PRESCRIBED CONDITIONS**
9

10 **WHEREAS**, the duly elected governing authority of the City of East Point, Georgia is the Mayor and
11 Council thereof; and

12 **WHEREAS**, the City regulates the operation of rental property; and

13 **WHEREAS**, the City has an interest in providing for the health, safety, and welfare of its residents;
14
15 and

16 **WHEREAS**, the amendment set out below is intended to promote the public health, safety, and
17 welfare by amending the Code to include regulations for short-term lodging; and

18 **WHEREAS**, the governing authority wishes to amend the Rental Dwelling Ordinance, by amending
19 Section 11, Chapter 9.

20
21 Sec. 10-2061: R-1 (Single Family Dwelling Residential) District, is hereby amended to add:
"Homestay Lodging."

Sec. 10-2062: R-1A (Urban Residential) District, is hereby amended to add:
22 "Homestay Lodging."

23 Sec. 10-2064: R-2 (Two Family Dwelling) District, is hereby amended to add:
"Homestay Lodging."

24 Sec. 10-2065: R-3 (Multifamily Development) District, is hereby amended to add:
25 "Homestay Lodging."

26 Sec. 10-2066 R-4 (Multifamily Development) District, is hereby amended to add:
27 "Homestay Lodging."

28 Sec. 10-2068 CUP (Community Unit Plan) District, is hereby amended to add:
29 "Homestay Lodging."

30 Sec. 10-2069 R-T (Residential Townhouse) District, is hereby amended to add:

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31 "Homestay Lodging."
32 Sec. 10-2070 E-I (Educational Institutional) District, is hereby amended to add:
33 "Homestay Lodging."
34 Sec. 10-2071 M-I (Medical Institutional) District, is hereby amended to add:
35 "Homestay Lodging."
36 Sec. 10-2072 C-1 (Neighborhood Commercial) District, is hereby amended to add:
37 "Homestay Lodging."
38 Sec. 10-2073 C-2 (Central Business Commercial) District, is hereby amended to add:
39 "Homestay Lodging."
40 Sec. 10-2074 C-L (Commercial Limited) District, is hereby amended to add:
41 "Homestay Lodging."
42 Sec. 10-2075 C-R (Commercial Redevelopment) District, is hereby amended to add:
43 "Homestay Lodging."
44 Sec. 10-2076 MIX (Mixed Use District) District, is hereby amended to add:
45 "Homestay Lodging."
46 Sec. 10-2078 B-P (Business Park) District, is hereby amended to add:
47 "Homestay Lodging."
48 Sec. 10-2079 I-1 (Light Industrial) District, is hereby amended to add:
49 "Homestay Lodging."
50 Sec. 10-2080 I-2 (Heavy Industrial) District, is hereby amended to add:
51 "Homestay Lodging."

1 **Division 11, Part 11: Homestay Lodging in the C-R (Commercial Redevelopment) District**

2 **(a). Registration.**

- 6 1. Property owners shall register each establishment annually with the City of East Point.
- 7
- 8 2. A registration number will be assigned to each registered establishment, which shall be clearly
9 noted along with any advertisement for lodging.
- 10 (a) Any use for which there are three (3) final determinations of violations of the City Code and/or
11 criminal convictions related to the parcel (on adjacent to, or within the property) by a property
12 owner, tenant, guest, host, lessee, or individual otherwise related directly to the property within
13 any rolling three hundred sixty five (365) day period, shall constitute a violation of the terms of
14 registration and shall terminate registration. For any registration that is terminated due to
15 code/criminal violations, a property owner shall be ineligible for registration for a period of three
16 (3) years.
- 17 (b) A property owner, as well as any host/operator, shall: 1) be responsible for ensuring compliance
18 with all federal, state, and local laws, including, but not limited to tax code, building code, fire
19 code, and environmental health regulations for the level of occupancy of the short-term lodging;
20 and 2) not allow nay party, event, classes, weddings, receptions, or other large gatherings on
21 the premises.
- 22 (c) Property owners shall be responsible for keeping in full force and effect during all times the unit
23 is used as a short-term lodging or homestay commercial general liability insurance with a total
24 limit of not less than \$500,000 each occurrence for bodily injury and property damage.
- 25 (d) Written notice shall be conspicuously posted inside each short-term lodging unit setting forth the
26 following information:
- 27 i) The name and telephone number of the host/operator.
28 ii) The address of the lodging, the maximum number of overnight occupants, and the
day(s) established for garbage collection.
iii) The non-emergency phone number for the City of East Point Police Department.
iv) The annual registration documentation.
v) That parties, events, classes, weddings, receptions, and other large gatherings are not
permitted.

1 (e) The host/operator shall ensure that all refuse is stored in appropriate containers and set out for
2 collection on the proper collection days) and the carts removed from the street or alley on the
3 scheduled collection day, in accordance with **Sec. XX** of the City of East Point Ordinance.

4 (f) Preparation and service of food by host/operators for guests shall be prohibited. No cooking shall
5 be permitted in individual bedrooms.

6 (g) Short-term lodging uses shall be prohibited on the ground floor of street-facing facades excluding
7 alleys, except within any properly permitted single-family, duplex, triplex, quadraplex, and
8 multifamily structures existing at the time of the adoption of this ordinance.

9 **Sec. 10-2061, Sec. 10-2062, Sec. 10-2063, Sec. 10-2064, Sec. 10-2065, Sec. 10-2066, Sec. 10-2068,
10 Sec. 10-2069, Sec. 10-2070, Sec. 10-2071, Sec. 10-2072, Sec. 10-2073, Sec. 10-2074, Sec. 10-2075,
11 Sec.: Homestay lodging in CITYWIDE Zoning Districts**

12 Homestay uses are permitted in ALL zoning districts citywide.

13 Homestay lodging uses shall only be allowed in lawfully permitted dwelling units serving as the principal
14 residence of a host. Only a property owner may register a homestay lodging; however, the principal resident
15 may act as a host. Homestay lodging uses do not include bed and breakfast lodging uses, nor to include
16 boarding houses

17 **1) Registration.**

18 (a) Property owners shall register each establishment annually with the City of East Point.

19 (b) The property owner must obtain and maintain a business license annually.

20 (c) Registration is restricted to a property owner, who shall provide proof of possession of the registered
21 premises, and to natural persons only. A host may be the property owner or another principal
22 resident.

23 (d) A registration number shall be assigned to each registered establishment, which shall be clearly
24 noted along with any advertisement for lodging.

25 (e) Active registrations shall not expire, provided that a property owner shall renew registration on an
26 annual basis. If a property owner fails to renew a registration, the registration shall be considered
27 terminated by the property owner.

28 (f) Registration does not vest the premises or property owner with any rights. Registration terminates
upon transfer of the property to another owner.

(g) Any bedroom rentals for periods of twenty-nine (29) days or less not properly registered as a bed
and breakfast shall register as a homestay.

2) The maximum number of guest rooms allowed shall be one less than the total number of bedrooms
in the dwelling unit, not to exceed three (3) guest rooms.

3) In the R-1, R-1A, R-L, R-2, R-3, R-4 and R-T zoning districts:

- 1 (a) The host shall issue a parking placard to each guest parking on site.
2 (b) Guest parking shall be restricted to behind the plane of the front façade of the home, except on
3 an existing improved parking surface existing at the time of the adoption of this ordinance.
4 (c) No more than three (3) motor vehicles owned or operated by patrons shall be parked onsite at
5 any time.

6 4) The use provisions of this section are not subject to variance by the board of adjustment.

7 5) If there are three (3) final determinations of violations of the City Code and/or criminal convictions
8 related to the parcel (on, adjacent to, or within the property) by a property owner, tenant, guest, host,
9 lessee, or individual otherwise related directly to the property within any rolling three hundred sixty-
10 five (365) day period, shall constitute a violation of the terms of registration and shall terminate
11 registration. For any registration that is terminated to code/criminal violations, the owner(s) of the
12 property shall be ineligible for registration for a period of three (3) years.

13 6) Any property owner registering a homestay lodging, as well as any host, shall: 1) be responsible for
14 ensuring compliance with all federal, state, and local laws, including, but not limited to tax code,
15 building code, fire code, and environmental health regulations. For the level of occupancy of the
16 homestay; 2) not allow any party, event, classes, weddings, receptions, or other large gatherings on
17 the premises.

18 7) Property owners registering a homestay lodging are responsible for keeping in full force and effect
19 during all times the dwelling unit is used as a homestay lodging commercial general liability insurance
20 with a total limit of not less than \$500,000 each occurrence for bodily injury and property damage.

21 8) Homestay lodging registrants and hosts shall maintain records demonstrating that the home is a
22 host's primary residence via homestead exemption, the dates of rental for the previous three
23 hundred sixty-five (365) days, and
24 the number of renters. Such record shall be made available, upon request, to the City Manager.

25 9) The definition of "family" and the restriction of a minimum twenty-nine (29) day rental period in the
26 Multi-Family districts shall not apply to properly registered homestay lodging.

27 10) Written notice shall be conspicuously posted inside each short-term lodging unit setting forth the
28 following information:

- 29 (a) The name and telephone number of the host.
30 (b) The address of the lodging, the maximum number of overnight occupants, and the day(s)
31 established garbage collection.
32 (c) The non-emergency phone number of the city of East Point Police Department.
33 (d) The annual registration documentation.
34 (e) That parties, events, classes, weddings, receptions, and other large gatherings are not
35 permitted.

(f) There must be a 24 hour contact of local contact located within all units.

1 **Chapter 2; Article A: Parking shall be amended to include required parking.**

2 **Section 11-9001: Definitions, shall be amended to add the following, in alphabetical order:**

3 **Sec. 11-9001. Definitions.**

4 **Short Term Rental** – an accommodation for transient guests where, in exchange for compensation, a
5 residential dwelling unit is provided for lodging for a short period of time, not to exceed twenty-nine (29)
6 consecutive days.

7 **Homestay lodging-** The business engaged in the rental of individual bedrooms within a dwelling unit that
8 serves as a host’s principal residence, including any single-family or accessory apartment, the provides
9 lodging for pay, for a maximum continuous period not to exceed seven (7) or fourteen (14), that does not
10 include serving food, and to which the definition of family does not apply.

11 **Homestay host:** a permanent, full-time resident of a property who is present during the homestay term for
12 the entire time lodgers are staying on the property. The host may be temporarily absent from the property for
13 purposes related to normal residential activities, such as shopping, working, attending classes, etc.; however,
14 a host must be at the property overnight when lodgers are present.

15 **Whole-house lodging-** a business engaged in the rental of an entire dwelling unit that provides lodging for
16 pay, for a maximum continuous period of twenty-nine (29) days, that does not include serving food. Whole-
17 house lodging uses are exempt from the definition of “family.”

18 **Section 10-4004: Definitions, shall be amended to add the following, in alphabetical order:**

19 **Housing unit (dwelling unit):** One (1) or more rooms together, constituting a separate, independent
20 housekeeping establishment for owner occupancy, or rental or lease, and physically separated from any
21 other housing unit which may be in the same structure, and containing independent cooking and sleeping
22 facilities for not more than one (1) family.

23 **Section 10-4004: Definitions, shall be amended to change the definition of Principal Residence as follows:**

24 **Principal Residence:** The domicile where an individual has a true, fixed, permanent home and principal
25 establishment, and to which place, whenever absent, the individual has the intention of returning. A principal
26 residence is the one a person: 1) uses as his/her voting address; and 2) uses the address on one of the
27 following; his/her federal and state tax returns, military purposes, passport, vehicle registration, insurance
28 policy, driver’s license, bank account, or any other bill or item that requires a response; and 3) occupies for
at least one hundred eighty-three (183) days during a calendar year.

Section XX: That any short-term lodging establishment existing at the time of the adoption of this ordinance shall be brought into compliance with this ordinance on or before the effective date of this ordinance.

Section XX-xxxx: That any person violating the provisions of this ordinance shall be subject to the penalties set forth in **Sec. 10-2173.**

1 **Section XX-xxxx:** That all ordinances of parts of ordinances in conflict with this ordinance are hereby
repealed to the extent of such conflict.

2 **Section XX:** That if any section, subsection, paragraph, sentence clause, phrase or portion of this ordinance
3 is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be
4 deemed severable and such holding shall not affect the validity of the remaining portions hereof.
5

6 **Section XX:**

7 That this ordinance shall be effective **(January 1, 2020) or 90 days from the approval date**

8 **SO PASSED AND APPROVED** this _____ day of _____ 2019.
9

10 **SPONSORED BY:**

11 _____
12 **Deana Holiday Ingraham, Mayor**

13
14
15 **APPROVED AS TO FORM:**

ATTEST:

16
17 _____
Brad Bowman, City Attorney

18 _____
Keshia McCullough, City Clerk