



**Vestavia Hills
Board of Zoning Adjustment Agenda
March 19, 2026
6:00 PM**

1. Roll Call
2. Approval Of Minutes
3. BZA-26-2 **Lizzy Van Rooyen** is requesting a **Parking Variance** for the property located at 3965 Crosshaven Drive. The purpose of this request is to reduce the number of parking spaces required from 100 spaces to 83 spaces. The property is owned by Will Akin and is zoned **Vestavia Hills B-2**.
4. BZA-24-1 **Matthew Moore** is requesting a **Extension of Side Setback Variance** for the property located at **720 Vestavia Lake Drive**. The purpose of this request is to reduce the side setback to 5' in lieu of the required 15', to build a carport addition. The property is owned by Matthew Moore and is zoned **Vestavia Hills R-2**.
5. BZA-26-3 **Meredith Harper** is requesting a **Side & Rear Setback Variance** for the property located at **2543 Ivy Glenn Drive**. The purpose of this request is to reduce the side setback to 2' (existing) in lieu of the required 17' & to reduce the rear setback to 20' in lieu of the required 30', to rebuild the deck. The property is owned by Hunter and Meredith Harper and is zoned **Vestavia Hills R-1**.
6. Time Of Adjournment

CITY OF VESTAVIA HILLS
BOARD OF ZONING ADJUSTMENT
MINUTES

February 19, 2026

The Board of Zoning Adjustment of the City of Vestavia Hills met in regular session on this date at 6:00 PM. The roll was called with the following:

MEMBERS PRESENT:

- Tony Renta, Chairman
- Alan Crotwell
- Loring Jones
- Marty Martin, Alt
- Thomas Parchman
- Vinay Patel

MEMBERS ABSENT

- Stephen Greer

OTHER OFFICIALS PRESENT:

- Jack Wakefield, City Planner
- Umang Patel, City Clerk/Zoning Official

APPROVAL OF MINUTES

The minutes of January 2026 were presented for approval.

MOTION Motion to dispense with the reading of the minutes of January 2026 was made by Mr. Martin and 2nd was by Mr. Parchman. Motion as carried on a voice vote as follows:

- Mr. Crotwell – yes Mr. Patel – yes
- Mr. Jones – yes Chairman Renta – yes
- Mr. Martin – yes
- Mr. Parchman – yes
- Motion carried.

APPEAL OF ZONING OFFICIAL

BZA-26-1 **Brent Hitson** is appealing a decision by the Zoning Official at **708 Savannah Place**. The purpose of this request is to appeal zoning decision on the definition of single-family residence. The property is

owned by Brent and Heidi Hyland, and is zoned Vestavia Hills R-2

City Planner Jack Wakefield: So, our applicant is seeking an appeal of a zoning official decision. This decision is related to the definition of single family in our Zoning Code. Just for broad context, this is an R-2 single family lot that has three unrelated adults living together.

City Clerk/Zoning Official Umang Patel: My name is Umang Patel. I replaced Miss Leavings following retirement as the Zoning Official. So as Mr. Wakefield stated, we're here on a zoning violation case. The property being 708, Savannah Place owned by Mr. Brent and Mrs. Heidi Hyland. The zoning violation is specifically the single use of family residents with three unrelated adults, in violation of the definition of "family" in accordance with the Vestavia Hills Zoning Code Ordinance Number 3099. The definition of family is one or more persons related by blood, marriage or adoption or by some other legal custodial relationship, living cooking together as a single housekeeping unit in a single dwelling unit, or two unrelated individuals living and cooking together as a single housekeeping unit in a single dwelling. For the purposes this ordinance, family shall not include any society, club, fraternity, sorority, association, lodge, federation, or like organizations. If you have any questions, I'll be more than happy to answer.

Brent Hitson (420 20th Street N): Good evening, members of this board. My name is Brent Hitson. I'm an attorney with the law firm of Burr and Foreman. The address is 420, 20th Street, North Birmingham, Alabama, 35203, my partner here Melinda Sellers, and I represent the owners of 708 Savannah Place, who are Brent and Heidi Hyland this is a four-bedroom, three-bathroom house with a two-car garage. You'll see in the probably the first slide, there is a picture of the house itself, so you just have an idea of what we're looking at. And then the second slide, of course, is the property itself, and shows that the dimensions and that sort of thing. So, my clients bought this house as a place for their son and two of his friends to live while they attend Sanford University. These three young men are all three Juniors at Samford. They're 21 years old. They expect to graduate in May of '27, so a little over a year from now. This all started, just to give you a little background that I think will be helpful. It may not be legally relevant, but I think it'll help inform the overall sort of how did we get here. This subdivision has an association with covenants and rules and regulations that they go by. And I think the nicest, best way to put it is that, you know, my clients, the three people that are living in this house, are 21 years old, and they are at a different stage of life than certainly one of their neighbors that they've had some tension with. Issues have been brought to the HOA, and I think even the police have been called by this neighbor at least once that I know of. No citations have been issued to either the Hyland's or either of these three gentlemen that live in this house. They've not been arrested anything like that. There are no as we sit here tonight, there are no outstanding allegations of violations of any of the rules of the covenants of the association. So, what did happen eventually, though, was that either the HOA or this neighbor or somebody reported this to the city and asked if the city could get involved. And I think Miss Rebecca Leavings got involved at that point to look at the issue. And ultimately, she issued a notice of violation, that alleges a violation of the R-2 zoning ordinance dated December 16, 2025, and the notice alleges that my clients are in violation of the R-2 zoning ordinance because they have these three unrelated young men living together in this four-bed, three-bath house. The notice, as was pointed out by Mr.

Patel, cites only the glossary section, in other words, the definition section of the zoning ordinance, and specifically to the definition of the word family. And that's what he cited to you earlier. However, the violation letter that we got fails to actually mention or cite to the R-2 zoning itself. And I think there's a reason for that. So if we look at the actual R-2 zoning ordinance, we see that the single, standalone term family is not used anywhere in the R-2 the word family appears, but it only appears where it's part of a hyphenated phrase, single family dwellings. So, R-2 is restricted use. The restricted use is to and for single family dwellings. If we look at the actual table, because it represents references a table five, which is part of the R-2 zoning ordinance section, has under R-2 single family dwelling. And again, it's the hyphenated phrase "single family dwelling." Family is never used as a standalone term. So, the question arises, and the question that would be ultimately for zoning officials and this board to decide, is what's meant by the term, or the phrase "single family dwelling", as it's used in the R-2 zoning ordinance. And of course, it turns out that that phrase single family dwelling is actually also defined specifically in the city zoning ordinance. Under the same glossary section that family is used. And if we go back to that, you see it has the definition of single family dwelling, which is "a building designed for or occupied by one family, and having only one dwelling unit from the ground to the roof and having independent outside access". So, to comply with the R-2 zoning ordinance, a person need only meet one of these two criteria that are identified here, and we know you only have to meet one because it doesn't use the word "and" it uses specifically the word "or". So, from my client's standpoint, and as we would read this, R-2 zoning requires that it is a building designed for one family and having only one dwelling unit from the ground to the roof and having independent outside access. And we comply with that section and that definition, and we would contend that's enough under the ordinance as written. Now the city could certainly write an ordinance that does what I think it wants to do here, but right now, as we sit here, the city is bound by what's actually written, because that's what the public looks at and what we're entitled to rely on. So, our argument, respectfully, is that the R-2 zoning ordinance, as it's currently written, does not allow or does not prevent three unrelated people from living together. Now I'm not up here arguing to you that a city can't implement zoning requirements that might limit the number of persons residing in a house. I think you can do that legally and constitutionally, but any requirements for that have got to be clear and unambiguous under the law when read by members of the public. The city must be able to articulate and connect the specific restriction on a piece of property owned by somebody to some identifiable public interest and purpose. In order to pass constitutional muster, the United States, Supreme Court has held that zoning ordinances must bear, and I'll read this "a substantial relation to the public health, safety, morals or general welfare". It cannot be arbitrary. But here, there's nothing in the zoning ordinance that attempts to make that connection. There's no discussion of why it's limited in this way, or why, for example, why can two unrelated people live together, but three can't? What's the basis, what's the decision? Why is that not arbitrary? And that's not articulated anywhere that I can find in the code or in the ordinance. Indeed, if these three young men were actual brothers, we wouldn't be here before you. They could live together. If it was a family of related persons that had eight or ten people living that house, as long as they were a family, it would be okay. So, it's not a public safety or a public health issue. It's not a fire issue, fire code violation, anything like that. It's not a parking or traffic issue, because, again, if they were related there doesn't seem to even be

a limit on the number of people that could live there. And there's nothing, again, in the ordinance that specifies why these three men shouldn't be able to live together in this house. In addition to these arguments and the arguments that we make on the statute itself, there are also constitutional concerns here. When you start trying to restrict someone's right to use their property how they see fit and to live with who they want to, now that doesn't mean again that you can't do it, it just means it has to meet certain tests and it has to have a certain rationale, or it can run afoul of the constitution. So, we would also argue that these three men have the right to live together, and that right is protected by both the First and the Fourteenth Amendments the United States Constitution. The ordinance is interpreted and implemented, in our view, would be a violation of the right to intimate association and the right to choose household companions. We think that's a protected right under the Constitution. Your lawyer, I'm sure the city's attorney and Mr. Patel can assist with, you know, any of the legal issues I won't get too far into, like case law or the legal arguments on that. Suffice it say, we think the city would have to articulate here some non-arbitrary basis to restrict the number of people that are living together. And we don't believe that's been done. Government restrictions like this have to, at a minimum, be based on some rationale that, again, that demonstrates a public purpose for the specific restriction. You have to tie those things together, and we just don't see that here. There's also a constitutional right to travel and relocate people, for people to come from out of state and to be able to move here without restriction. Again, it's not that you can't do these things. It's that we argue that the way the statute, or the way the ordinance, rather, is written right now, and the way single family dwelling is defined, it does not allow the city to restrict the number of people that live there. Now, I understand that the definition of family. Again, that's what that's what the city relied on when they've alleged this violation. But again, we don't get there. So again, your lawyers and cities lawyers can help you with this or understand it, but under rules of statutory construction, when you're looking at a statute or an ordinance like this, and you're trying to interpret what it means, for single family dwelling, we don't have to go, and you don't have to go and look up the definition of single, and then a family, and then of dwelling where it's already been defined as a phrase. That's the phrase that's used in R-2 the last thing I would say is one of the most, I guess, concerning things is this, this notice is a criminal notice of a criminal violation. My clients are being accused of committing a misdemeanor repeatedly for every day that these three gentlemen are living there. And again, under the Constitution, it requires, there's a doctrine called void for vagueness. And what that requires, under the US Constitution, is that if you're going to impose a criminal penalty or a criminal law and sanction on someone, an average person out there has got to be able to read the law or the ordinance or the statute that's at issue an average person and understand, am I in compliance or not? Am I violating the law criminally or not? And I don't think this is unclear. I think it's clear the way it's worded. I don't I doubt that the city intended it this way. I think it may be very well a drafting error, but it exists this way. And I don't think it's unclear, but if it's if it's not, at best, it's not entirely clear. It's subject to debate. It's vague. Constitutionally, I believe before you can impose a criminal penalty on somebody under this. So, we would make that argument as well. In conclusion, I will wrap up, based on what I presented and these arguments and under the specific circumstances of this case, we would respectfully ask this board to grant the Hyland's appeal, and I don't know what the proper terminology would be here, but void, reverse, rescind, dismiss, or otherwise overturn the decision that was made below on the zoning

issue. I should probably, I do want to point out alternatively something that that we did. I do think Mr. Patel and the city attorney, Mr. Boone, they met with us on two occasions over the last couple of weeks to try to talk about this. And one of the things that we had asked them about the possibility of doing was, rather than going through a legal challenge of the ordinance itself, we had initially asked could our clients just have additional time to comply? In other words, we won't challenge it, but if you could give us until these three gentlemen graduate next May to come into compliance with this, then that would have been a solution too. And of course, I don't believe that Mr. Patel believed that he or Mr. Boone would have the authority to really change that without that being considered by the board. So alternatively, that's something that we would request that the board consider, if you believe it's within your power to do is just grant us additional time until the end of May of next year to come into compliance with your interpretation of this R-2 zoning. And with that, I'll conclude, I'll certainly answer any questions you might have.

Loring Jones: How do you consider the section vague? It says specifically, by one family and, I assume you know that every city has a right to put restrictive covenants on property. Do you disagree?

Mr. Hitson: I don't disagree that cities have the right to put to enforce zoning and enact zoning ordinances. But again, I think the problem is with how it's all defined. I mean, the R-2 zoning section is what sets out the permissible uses. And it says, the permissible use there is for a single-family dwelling. That's what my clients have, and that's the use that they're making of it.

Mr. Jones: Did you say at the beginning there are three unrelated people there?

Mr. Hitson: Yes.

Mr. Jones: Well, that's not a family.

Mr. Hitson: And again, it doesn't have to be a family. That's it says a single-family dwelling is defined as a building designed for a single family or occupied exclusively by one family. And then meeting the other item about being a dwelling unit. That's the rub. That's the issue here. It doesn't require as written. If it said, "and" instead of "or" might be a different argument, because then it would say, you have to not only have a house that's designed for one family, but it's also exclusively occupied. This is war. Those are two separate things. We never get to that definition of family.

Chairman Renta: Before we keep asking questions, can I get Mr. Patel or Mr. Wakefield to read in our ordinance what the definition of multi-family is? So, we can actually see the difference between multi-family and single family. Since we're saying there's not a distinction.

Mr. Patel: The definition of dwelling multi-family, a building or portion thereof designed for occupancy by four or more families living independently of each other under one roof.

Chairman Renta: What are the regulations of the HOA? Since that's an overlying district for this neighborhood when it comes to non-related individuals in the same household,

Mr. Hitson: The private covenants and restrictions of the HOA as well, it they suffer from, I guess, similar issues, which is, they say it's for single family use, but they don't define it. Do they define the unrelated? No, it doesn't get that far at all.

Chairman Renta: From a legal standpoint, the US Constitution was referenced multiple times. Does the US, the State or the Local Government, govern when it comes to zoning for municipality?

Mr. Hitson: The US Constitution trumps everything.

Chairman Renta: The local municipality.

Mr. Hitson: Well, ultimately, yes, I mean, you have the initial decision to look at it and enforce it correct.

Chairman Renta: There's just a lot of reference to US Constitution.

Mr. Hitson: It's partially because, you know, we have to raise for the record all of the potential arguments that we can make. Because I want you to be able to have all of that information before you when you make your decision. So, and the federal constitutional rights, of course, apply to the states through the 14th Amendment, which is why I referenced the 14th. And the Alabama Constitution would cover a lot of this as well.

Vinay Patel: As a non-lawyer, I think I want to make sure I understand the argument at its core. So, going back to the "or" that was focused on, so is the argument, essentially, that the building was designed for a single family, but doesn't necessarily have to be? Can you just help me understand why focus on the "or" the way you are?

Mr. Hitson: This is just a house. It's a standalone house. It meets the definition generally of a dwelling. I know there's a letter that we received at one point from the city, from Ms. Leavings that says, we don't dispute that this is essentially a single-family house. I mean, it's a standalone house that meets that ordinary definition. And I think, again, I'm speculating, because I don't know how the statute was, or ordinance was originally adopted in the discussions, or where it was even it came from. It probably wasn't drafted from scratch. It came from scratch. It came from something else, but it does say that. And so, when, when my folks came to me and I'm reading through it, I'm saying, okay, so we're not allowed to have three unrelated people live in this house. That's what the city is telling us. Okay, show me that. So, it's an R-2 zoning, and that's what we're supposedly violating. That's a single-family dwelling. Was that defined? Well, yes. So, I go look at that, and that's what I get. So again, it's, it's, it's a technical argument in reading, but the city, is bound by what's in there. Not what we want it to be, or what we thought it should be. It can be changed. I mean, you can definitely take steps to, you

know, try to amend the ordinance, to do what you want to do. My argument is simply that it just as it's written right now and as it's being interpreted and enforced.

Mr. Vinay Patel: And I appreciate that. I mean, that's not the role of this board, but, and that can be, you know, taken up by City Council and what have you. But I think I'm just in terms of trying to understand and make a decision here with respect to this. I want to understand, what the crux of the argument is to grant adjustment, is effectively what I am looking at. Because that is all we're bound to do here.

Mr. Hitson: So, and I appreciate that, and maybe this will help as well. So, the violation, again, that we're alleged to have committed is a violation of the definition of family, right? That's what's bolded on the notice that we got with three unrelated adults in violation of the definition of family, and my argument at its core is we never get to that definition. Because when you start with R-2, because that's the actual zoning ordinance, it never uses that term family by itself. It only uses it the term family in the context of the phrase "single-family dwelling," and single-family dwelling is defined. And that's the definition I would argue that under the rules of construction, that a court would use to interpret a statute or an ordinance, you start if it's specifically defined, it's specifically defined. And that's where I think that's what gets every gets us stuck here. Because if there was an "and" instead of an "or," I mean, comes down sometimes to one word. It does make a difference. If it said "and", then you would have to have both a building designed for one family and occupied exclusively by one family. And "family", that word is the lower-case "family," and would go to this definition. I'm just saying we never reach that the way. This is actually written, does that answer your question?

Mr. Vinay Patel: Yes

Marty Martin: A question I would have was, was kind of speaking of that, unpacking that a little bit more, but with single family dwelling, as it's defined here, would it not be governing the structure itself? I mean that describes what can be built on that piece of property in that particular zoning, as opposed to the use of that piece of property and how that structure is utilized. So, to me, when I see a single-family dwelling, how it's defined, it's telling me what can be built on that piece of property, right? It is a structure that is designed for a single family or it could be another structure that's not necessarily designed by as single family, but if it's occupied by a single family, then it becomes a single-family dwelling. And that, if you want to take argument to the extreme, you could put a just a garage on a piece of property, and if a single family living in it, then it becomes a single-family dwelling. So, to me, that that's really getting to how that piece of property is, or the structure on that piece of property, versus how that piece of property is utilized.

Mr. Hitson: There are two things in there. I mean, in a zoning classification like R-2 residential single-family dwelling there, I guess two things there. One is sure, what type of building can you put on there? What is a dwelling? And of course, that's also defined, you know. And then, of course, in the single-family dwelling definition, we have the second part, which is having only one dwelling unit from the ground of the roof and having independent outside excess. So, you really in the zoning classifications are having

to cover what can be done there and what type of building can be there. You are covering them both. And so, you have what's authorized or permitted by right, which is the y's, and then you have L's that can be limited by district regulations. You have special exception use; you have conditional use. So, for example, if it's zoned R-2 we could put a date, we could put a bed and breakfast in there, potentially with conditional use approval from this board.

Mr. Wakefield: I'll pause, that's not from this board. That would be the City Council. It would kind of act as a rezoning. Conditional Use is pretty much a rezoning with the condition that you can operate a bed and breakfast; you can use that type of use.

Mr. Hitson: That's correct. So, my main point being here, that is under the zoning ordinance, it governs both what types of buildings, what they have to look like, standalone buildings, with independent outside access. For example, a single family dwelling. A multi-family dwelling is, as they talked about earlier, is a building that's designed for occupancy by four or more families living independently of each other, under a roof. So, you could have an apartment building, of course, that covers that. And this table five, I think, is just an example. It shows the different types of uses that you can have. But the only one that we've got up there that we're talking about here is single family dwelling, detached, which is what we are.

Mr. Martin: My point is that like to your example of the bed and breakfast. That if I were to have that approval to do that on this piece of property in an R-2 and I were to build a bed and breakfast, and then I were there to decide, you know, two years later, this isn't working out. I'm just going to live here with my family. Then that structure that was not designed for a single family, it doesn't meet that part of it. But because I'm occupying it with one family, it becomes a single-family residence. So that's why I'm saying that the use of the word "or" there means. Now to your point, if that said, "and" then my bed and breakfast would have to be torn down, because I could not use that as a single-family residence because it wasn't designed to be a single-family residence. I would now be in violation, because I'm now living in a building that was not designed to be a single-family residence. So, I think, to me, that's the reason for the use of the word, "or" is to allow a building that's not necessarily designed to be a single-family residence as it was built to be utilized as a single-family residence, depending on how it's occupied.

Mr. Hitson: And I appreciate that. I think that Table Five is a good example of how you consider those things. I mean things that are built and designed for single family residential use. And again, you know, Ms. Leavings does not dispute that. That's what this is. It's just your average, common, four bedroom, three bath house in a neighborhood. She did not argue that this is not a not designed for that. We've not been accused of violating the section of the R-2 that I've cited, or the single-family dwelling definition. We've been notified that we violated this definition of and I'm not even sure if you can even violate a definition. I mean, we may not be in compliance, but that definition is used to provide meaning to the actual parts of the ordinance that implement the goals of the ordinance itself. I mean, that's just a glossary of terms. It's not an actual section that's that imposes requirements. It defines requirements that are used elsewhere. And that's why I start with we're being told we're not in compliance with R-2 zoning.

Well, then why? And we have to start with R-2 zoning, and what it says those uses are and permitted uses. And that's why we go to that definition again, not to the definition family.

Chairman Renta: If there isn't anything else to add, I think we're going to stop asking questions and turn it over to the audience. If anybody wants to come up and speak on behalf of the HOA or themselves as a neighbor.

Chairman Renta opened the floor for a public hearing. There being no one present in regard to the request

Diane Romine (704 Savannah Place): I think we sent to you guys a couple of documents that sort of tried to summarize why we're pursuing this matter, and also clarifying that we had an agreement with the Hylands that we would let them ride out this year, not disrupt their junior year, and that they agreed that they would and become in compliance by May 2026. They later then said they wanted to extend it another year, and that's when this board representing our neighborhood said: no. Because it's a very disruptive situation, and that's what we tried to outline in the summary, I don't know if you had a chance to read through that. We tried to be good neighbors, because we're a very small neighborhood, and so initially, we reached out to the parents of the young man living there and said, look, this is not what you said it would be. That they would be parking in the garage. They'll be using their driveway for the third person and visitors. Instead, we've got SUVs and trucks parked all over our very narrow cul-de-sac. It's short, it's narrow. There's not a lot of room to navigate. When we thought maybe first they were just excited about having this place, having visitors over, that never died down. It actually increased. It made us feel like based on a lot of the activities where they were having, like the pledges, or whatever you call the fraternity newbies, doing their lawn work in their suits. Doing pushups out in the street, in this little cul-de-sac. They were having parties, hauling in beer. And, I mean, it's a very small neighborhood, and you see everything that's going on. Unfortunately, you hear everything that's going on in the backyard, which is the lewd and loud music and lewd conversations that one of their neighbors had to listen to when she was just sitting out enjoying her back deck. They aren't quiet. It's locker room talk, if that's what you want to call it, but it's disgusting what they're saying. So, it led us to believe that this is an off-campus fraternity house. Yes, that's how they were using it. Always traffic, always parking again, SUVs, loud trucks, you know that they have beefed up. So that's why we started pushing on this when we first met them. Everybody's very respectful. We were very respectful when we first met them. The president of the HOA and I greeted them, gave them the bylaws, gave them the covenants. They said, here's Cole and his two friends that are going to be renting from us. And we brought up the single-family use and that we were in compliance. Our bylaws state that we follow Vestavia Code, and therefore this could be a problem. That's when they assured us, the boys would be parking in their two-car garage, using the driveway. It's a pretty big driveway for the big truck and their guests. And that just didn't happen. So, after a time when we contacted the Hylands and she said, they'll take care of it, and it never. It maybe slowed down for a week, but it came back. The vehicles, the partying, the throwing this party or that party, and sort of semi drunk girls coming to look for the house that's having the German Fest party and things like that. I mean, it's just we are a

very quiet, well maintained residential area. We've moved there specifically to have a peace and quiet and friendly neighborhood. The houses are very close together, and you can hear everything, a pin drop. So that's when we contacted the city, and we talked to Rebecca Leavings and asked what can we do here? And she is the one that sort of arbitrated the agreement for the Hylands. I said, we can let them stay. We don't want to disrupt their school year, but we'd like them to be out or down to two. Maybe that will slow the traffic down, though we seriously doubt it. We have precedence in our neighborhood of three medical student girls renting a house, and they were escorted off. We contacted the property manager, and the owner, and said: this is in violation of our covenants, and you have three months to rectify. And they left. So, we do have precedence. We do believe that as you described it, you can build a single-family dwelling, or you can use a building as a single-family residence. That's our understanding of the zone, and that's why we've aligned our governance with the zone. For Vestavia, we have called the police. When you have parking of these big trucks and SUVs, they park on this side, they park on that side, and an emergency vehicle cannot get down into where I live, or where my neighbor lives, or where the other neighbors live. It's just impossible. I witnessed an Amazon driver delivering and having to literally back his vehicle all the way out of that street because he couldn't turn around because there were too many vehicles parked on this on the street, big vehicles. I come home one day and there's a truck sitting right in the middle of the circle of the cul-de-sac. I didn't call the police. This is when we were being friendly neighbors, and I went up and knocked. Could you ask this person to move their vehicle out of the middle of the street? We have since witnessed that more than once, and yes, we were advised to call 911, and report that, the police came and told them to move their vehicles. So, we interpret our covenants and the city code as a single-family dwelling. We weren't pressing our foot on this gas until it became a very disruptive neighbor to our quality of life, whether it's vehicles parked on the street and you got to kind of navigate with your SUV through that, or you have to listen to their party and they're cackling in the back. Like the smelling of pot; the drinking of beer. I mean, it's just trash strewn about, because they just leave it. They just leave bags of fast food and beer cans. And this is not the neighborhood that we moved into. The neighborhood we moved into was respectful, quiet, and everybody got along and a single family dwelling. So that's why we're here. That's why we're pushing on this so much. It's not that we don't like the boys generally. They're very respectful. They're nice kids. It's their visitors, and all of the visitors that they have. They have been very quiet this past week and a half. No cars parked on the park in the driveway, or they park right in front of the driveway, one vehicle. They've been very quiet, and I'm sure they've been told to be quiet, and if that's the way they could live, great, just be a neighbor. But that's not the way they live. And we feel like, if we give them this extension and say, okay, you can stay until 2027, it's just going to start back up again. That is not how I want to live. Personally, I don't think that's how any of the neighbors want to live. It is very disruptive. It is very nerve wracking to hear when you're sleeping it's midnight, all of the bedrooms are on the front of the house in this neighborhood. And you hear this truck and revving and running down the street. It's guys walking out at midnight again, just chattering. I mean, they're just being 21-year-olds, I get it. I was 21 once too. I never lived here, but they don't get they don't get that their loud conversations are disruptive to anybody who's trying to just live their life and get some sleep at night, because they just keep it going. And I hate that it's come to this, but this is where we are. We're asking you to help us

enforce this code.

Chairman Renta: Anyone else in the audience?

Mr. Wakefield: Following this, if there's something that hasn't been spoken to, you can speak on that. But I don't want to get to too much of everyone keeping the same comments to help condense our meeting tonight. So, you can come up and speak. But if there are the same comments, let's leave it to your neighbors that have already spoke.

Marilyn Wehby (712 Savannah Place): I'm the one that has witnessed some loud speaking, loud music. They leave the garage door partly open because they're doing something in the garage. And it's weird sounds coming out of there. I videotaped it, the trash that is left behind ends up in my yard, and I have to pick it up. Beer cans. And I'm just really concerned about this and it continuing. I just wanted you to know that.

Mark Watkins (603 Longwood Place): So, my backyard connects to their backyard at a diagonal. Just like they said, all the same stuff, you know, party and this and that. But my question was, and it was a discussion about the ordinances and zoning. I agree with your explanation, with why "or" would be used there. I heard earlier that you could request a hardship. A hardship variance. And I don't think there's any hardship that's being requested here. These young men were bought a house that costs over \$400,000. The Hylands are paying for high dollar attorneys that have to tell us how to understand all this. So again, I'm on the board (HOA). Everybody played nice and even went out of their way to say, you know, they're in college, let's not disrupt their educational year. So, we're not gonna come down and say: we gotta right now. Let's wait to the end of the year, and we'll speak to them about behavior and try to ask them to be good neighbors. Apparently, they believe that they're above the rules. They believe that the zoning ordinance doesn't apply to them. Our covenants don't apply to them, which they signed. They thought if we hire some expensive attorneys, they'll find a way to twist it and get us off because we want to stay here. And in fact, Mrs. Hyland, Cole's mother Heidi Hyland, she even said initially when they agreed to be in compliance by at the end of this school year. So here, in just a couple of months, they said, we'll put the house up for sale in kind of May, June, right after school year is over. And then came back and said, no we really don't want to do that. Because Cole, her son the student, he likes living there. Well, yes, I bet he does like living there. And there were a lot of options that if he wants to live more like a 21-year-old and be disruptive or what, there are other options. This was a bad choice, and I feel like they're condoning the use of it the way it's being used, because they haven't intervened. And in fact, what they're teaching their son is we can get around the issues. We can discourage if we have enough money, if we throw enough money at it, you don't worry about breaking the rules. We'll take care of you. I think it's a bad precedent for Vestavia hills, and we all know what the intent is. We don't want misuse of properties and disruptive use, and a lot of times that can come from having too many unrelated people in a single-family dwelling. As this example is. Larger families are usually not an issue, like young people living together, which we've seen. I believe Homewood, as I understand it, has the same issue with Samford students. So, I would see a precedent to be set because somebody said, well you know, this points to this. This points to this. Watch my hand now. Watch this hand, not what it says. Oh, and

there's an "or", I hope that that doesn't change anybody's mind of what's really going on. Thank you.

Mr. Wakefield: Also, I would like to clarify the question about hardship too. So, our board looks at three items: variances, special exceptions to the zoning code, and appeals of the Zoning Official's decision. For a variance, and only a variance, is a hardship required. That's an undue hardship, and that's variances from the zoning code. So, we've got a couple parking variances today following this for them, they're varying from the zoning code based on those required minimum parking standards we have for their use. This is an appeal of the Zoning Official's decision. This is just a decision by them to either affirm or reverse that. Decision based on the written section of the zoning code. And there is no hardship requirement for this action.

Mr. Hitson: I'll be brief. I just I thought I should respond at least briefly to what's been said. Look, I get it. Sometimes neighbors don't get along again. These folks are, as I said at the outset, at different stages in their lives. They have different things that they want to do and how they go about their day. They listen to different music. They listen to music at different levels. But that's a private dispute. This forum, this board, is not is not the place. And zoning is not how you deal with what they're complaining about. If there's a parking issue, if there's somebody on the street, whoever it is, whether it's somebody living here, a neighbor, whoever it is, you can call the police. They have avenues to do that. Zoning is not how you regulate that. Because, again, if these three guys were actually brothers, we wouldn't even be here. The second thing I would say is they have an association with rules and regulations and covenants. If all of these things are so as bad as they say, they can enforce those. They have mechanisms to do that. They're not doing that right now. Again, this is not the forum. So, all of the complaints they have about not liking these boys or their neighbors is not relevant legally to the issues. I'm not trying to use sleight of hand with you. I'm not trying to twist anything. I'm reading the words in a statute. I'm following the law. And the law requires everybody, all of us, including them, to go by what it says, not what we want it to say, not what we even intended it to. We have to go by the plain language, and that's what we're bound by.

Chairman Renta: So, want to clarify something on that. You use the word clarity for single family, and the zoning does interpret that. It does protect the residents based off the zoning, because there is a huge difference to the health, safety and welfare of the public based off the tenants, people, users of a space. One of the reasons there's a huge difference between multi-family and single-family is if you and your family, even if you have 20 kids or sleep in your house and you have a house fire, you know everybody that's there. You know who to account for, and you know how to get them out of the structure. As soon as you have multiple families, non-related. According to our code, one person might be upstairs, one person might be down. They both get out. They don't realize the third person was asleep in his bedroom. That's why zoning differentiates between multi-family and single-family. It's not the number of users, it's the difference in the family. So, you can protect for health, safety and welfare of the public, for everybody around that structure, including those in that structure. So that's pretty clear in the zoning ordinance, and that's what follows. The International Building Code, the local building code; all that's referenced in the ordinance as well. So, I think that is clear to talk about to clarify

between single-family. I just want to point that out, because some of this information goes beyond. We can't talk about the noise ordinance. We can't talk about trash in the yard. That's not what we're here to talk about today. But we are here to talk about if we are following the zoning ordinance or not, and that's what we need to vote on.

Ms. Romine: I think I made it very clear that we were willing to just okay, just be good neighbors. It is only because of all of those things, and that's why we brought all of those things up. So that you understand, we're not bad people. We want to be neighborly. These boys are very polite, yes, ma'am, no, ma'am. I hate, and I think all of us really, don't want to be here. Why we've decided to bring it to the city is because we have no recourse for all of those other things, except to ask you to enforce the occupancy. And there are many people that do stay overnight, and if there was a fire, I'm not sure they would know that they were all out or not. So, I just wanted you to know that I know that you can't do anything about these other things. The parking. And we'll continue to call 911, if, if they do that. It's all of that that made us come to you to ask you to enforce your interpretation, and what we thought yours was. And if yours is not that, then I guess clearly, we need to change our covenants.

There being no one else present in regard to the request; Chairman Renta closed the public hearing and opened the floor for a motion.

MOTION Motion to GRANT APPEAL of the zoning official's determination of "family", for the property located at 708 Savannah Place was made by Mr. Patel and 2nd was by Mr. Martin. Motion was carried on a roll call vote as follows:

Mr. Crotwell – yes Mr. Patel – no
Mr. Jones – no Chairman Renta – no
Mr. Martin – no
Mr. Parchman – no
Motion denied.

PARKING VARIANCE

BZA-25-21 **Kanti Sunkavalli** is requesting a **Parking Variance** for the property located at **633 Montgomery Highway**. The purpose of this request is to reduce the number of parking spaces required from 121 spaces at peak hours to 110 spaces (under shared parking calculation). The property is owned by Baker Crow and is zoned **Vestavia Hills B-1**.

Mr. Wakefield explained that this is a follow up from last month's hearing. The applicant has new information.

Kanti Sunkavalli, stated that he has updated parking counts and plans to strip additional parking spaces. He showed the plan to the Board.

Lonnie Vowels, representing the applicant stated that they account for the hardship

with new spaces added to the lot. They also calculated parking based on highest usage and worst-case scenario.

Chairman Renta stated he still believes the parking calculations do not match up.

There were no further questions from the Board.

Chairman Renta opened the floor for a public hearing.

Wendy Clayton stated that she is there to represent her tenants. Referring to the plans she said if you count the spaces, there are only 10 in the middle of Warren’s parking lot, which is not reflected in the plans. That they are over counting the parking. She also reiterated that Wells Fargo is not a part of the parking agreement.

There being no one present in regard to the request; Chairman Renta closed the public hearing and opened the floor for a motion.

MOTION Motion to APPROVE a 11' Space Parking Variance to Reduce the parking to 110 spaces (includes new spaces) in Lieu of the Required 121 spaces, for the property located at 633 Montgomery Hwy was made by Mr. Jones and 2nd was by Mr. Martin. Motion was carried on a roll call vote as follows:

Mr. Crotwell – no Mr. Patel – yes
Mr. Jones – yes Chairman Renta – no
Mr. Martin – yes
Mr. Parchman – yes
Motion carried.

PARKING VARIANCE

BZA-26-2 **Lizzy Van Rooyen** is requesting a **Parking Variance** for the property located at 3965 Crosshaven Drive. The purpose of this request is to reduce the number of parking spaces required from 100 spaces to 83 spaces. The property is owned by Will Akin and is zoned **Vestavia Hills B-2**.

Mr. Wakefield explained this is a parking variance for a new coffee shop in a three tenant commercial building.

Lizzy Van Rooyen was present for the case and stated the configuration of the parking lot prevented additional spaces, since the parking lot was created to meet fire safety guidelines.

Chairman Renta asked if the tenants will have the same hours.

Ms. Van Rooyen stated they will be slightly different.

Mr. Martin asked if this space has been occupied?

Ms. Van Rooyen stated that it was going to be an urgent care originally.

Mr. Martin was concerned because it seemed like this originally was supposed to be leased to a tenant that would have met the parking requirements and the lot conditions. He sees this as a self-imposed hardship.

Chairman Renta asked if additional parking could be built along the side adjacent to Crosshaven Drive. Additionally asked if there was an easement for ROW improvements, as the drawing was unclear.

Ms. Van Rooyen stated that she did not know.

Mr. Wakefield searched for a platted survey; however it didn't seem like this was ever a platted lot that would identify easements.

Chairman Renta stated that we need to determine that. If there is an encumbrance that prevents parking spaces in that location by Crosshaven Drive, it could help the applicant. He proposed we postpone for new information.

Chairman Renta then opened the floor for a public hearing. There being no one present in regard to the request; Chairman Renta closed the public hearing and opened the floor for a motion.

Ms. Van Rooyen requested to postpone until the March 2026 hearing.

Case was postponed to March 19, 2026

Jack Wakefield, Planner/GIS



VESTAVIA HILLS

Board of Zoning Adjustment Planners Report

MEETING DATE

March 19, 2026

AGENDA ITEM

BZA-26-2 **Lizzy Van Rooyen** is requesting a **Parking Variance** for the property located at 3965 Crosshaven Drive. The purpose of this request is to reduce the number of parking spaces required from 100 spaces to 83 spaces. The property is owned by Will Akin and is zoned **Vestavia Hills B-2**.

BACKGROUND

17 Space Parking Variance Reducing Required Spaces of 100 to 83 Spaces

PLANNER'S REVIEW/RECOMMENDATION

The applicant is requesting a parking variance for a three-tent commercial structure in Cahaba Heights. The applicant contends the required fire lane, turning radius, and delivery circulation prevent the addition of more parking on the lot. If additional parking spaces were created, it would create unsafe and non-compliant additions. The parking calculation was derived as the highest required output based on square footage. If parking was calculated based on seating, the establishment would only be three spaces short of what is required by Code. The applicant also contends that other properties in the district typically have different site depths, internal circulation patterns, or access locations that allow both required emergency/service circulation and the minimum parking count without the same conflict. The proposed use is a coffee shop. This is zoned Vestavia Hills B-2.

ATTACHMENTS

1. Application
2. Parking Calculation
3. Survey Site
4. Site Plan Indoor
5. Indoor Rendering
6. Overhead Rendering
7. Deed 1
8. Deed 2
9. RE_ [External] BZA-26-2 Parking Variance Comments
10. Fw_ [External] 3965 Crosshaven Drive Citizen Comment In Favor
11. Owner's Affidavit

Jack Wakefield
City Planner



Record No: BZA-26-2

Variance Application

Status: Active

Submitted On: 1/13/2026

Primary Location

3965 CROSSHAVEN DR Unit 105
VESTAVIA HILLS, AL 35243

Owner

Will Akin

Agenda Information

Agenda Scheduling

February 2026

Comments/Delay/Explanation

Applicant Information

I am filling this out as the

Representative Agent

Billing/Responsible Party

Name

Lizzy Van Rooyen

Phone

205-478-5997

Address

3800 Colonade Parkway Suite 250

City/State/Zip

Birmingham, AL 35243

Email 

Representing Attorney/Other Agent

Name

Phone #

Keith Shamblin

Address

City/State/Zip

3800 Colonnade Parkway Suite 250

Birmingham, AL 35243

Email 

Subject Property Information

Subject Property Address

3965 Crosshaven Drive

Legal Description of Subject Property 

COM SW COR SE 1/4 SE 1/4 SEC 15 TP 18 R 2 TH N 205 FT TH E 15 FT S TO POB
TH N 125 FT S TH E 115 FT S FT TH S 125 FT S TH W 110 FT S TO POB SECT 15
TWSP 18S RANGE 2W

REASONS FOR REQUEST

Front Setback Variance

Rear Setback Variance

Side Setback Variance

Other Setback Variance

Lot Area Variance

Lot Width Variance

Variance for location of a fence.

Sign Code Variance

A decision of the Zoning Official which the applicant believes to be contrary to the meaning of the Zoning Ordinance.

Other

Details 

Parking variance needed.

ZONING

Vestavia Hills Zoning for the subject property is

B-2

PROJECT

Describe the scope of the project and/or the reason for requesting this variance.*

We are requesting a variance for the car parking. The building has three units. Two are occupied. We have a provisional coffee shop going into the vacant space. The car park has 83 spaces which is just under the needed amount.

HARDSHIP

Please answer the following questions regarding hardship and briefly summarize and describe those things which you feel justify the action requested in the box below. An Undue Hardship is required in order to seek a variance. List, when necessary, the specific sections of the City Code(s) which have a bearing on your request. (Use additional space on separate page if necessary).*

The subject property has extraordinary and exceptional site conditions that are peculiar to this parcel and are not typical of other properties in the same zoning district. Specifically, the site's access geometry and frontage conditions create constraints that materially limit the area where compliant parking can be located.

- Required fire lane / turning radius / delivery circulation: Due to the parcel's layout and building placement, the site must preserve a continuous fire apparatus access route and adequate turning radii, as well as functional delivery/service access, within a limited maneuvering area. These requirements consume the remaining circulation space and prevent additional parking from being added without creating unsafe or noncompliant conditions. Other properties in the district typically have different site depths, internal circulation patterns, or access locations that allow both required emergency/service circulation and the minimum parking count without the same conflict.

Before any variance is granted, the BZA must find that ALL of the following conditions exist. Please describe each of the following details in order for the BZA to determine if these warrants the described hardship.

1. There are extraordinary and exceptional conditions, which are peculiar to the piece of property in question because of its size, shape or topography, that are not applicable to the other lands or structures in the same district. Please explain:*

The subject property has extraordinary and exceptional site conditions that are peculiar to this parcel and are not typical of other properties in the same zoning district. Specifically, the site's access geometry and frontage conditions create constraints that materially limit the area where compliant parking can be located.

- Required fire lane / turning radius / delivery circulation: Due to the parcel's layout and building placement, the site must preserve a continuous fire apparatus access route and adequate turning radii, as well as functional delivery/service access, within a limited maneuvering area. These requirements consume the remaining circulation space and prevent additional parking from being added without creating unsafe or noncompliant conditions. Other properties in the district typically have different site depths, internal circulation patterns, or access locations that allow both required emergency/service circulation and the minimum parking count without the same conflict.

These conditions are peculiar to this specific property (driven by its access location, right-of-way limits, and required turning/circulation) and are not generally applicable to other lands or structures in the same district.

2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other owners of property in the District in which the property is located. Please explain:*

Granting the requested parking variance will not confer any special privilege that is denied to other property owners in the same zoning district. The request is not to exceed the permitted use, increase density beyond what the district allows, or avoid general standards that others must meet. Rather, it is a limited adjustment to the minimum parking requirement to address site-specific constraints that are unique to this parcel—specifically the need to maintain code-compliant fire lane access/turning radii and delivery circulation, and to preserve required right-of-way

The applicant has designed the site to maximize compliant parking and is requesting only the minimum relief necessary (a reduction to 83 provided spaces) to allow reasonable use of the property while maintaining public safety and functional circulation. Other properties in the district that face comparable physical constraints may similarly request relief through the same public process; approval of this request would therefore apply the ordinance fairly and would not create a unique advantage, but would instead allow this property to function comparably to other compliant properties in the district.

3. All literal interpretations of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by others of property in the district in which the property is located. Please explain:*

A literal application of the minimum parking requirement in Appendix A, Article 8, §8.1 (Table 8.1) would deprive the applicant of the ability to use and develop the property in a manner commonly enjoyed by other properties in the same zoning district. The proposed uses (fast food, coffee, and medical) are uses that are permitted/typical within the district, and other properties in the district are generally able to provide the required parking counts because they have less restrictive site conditions and more flexible internal circulation.

On this parcel, however, strict compliance with the full 99-space requirement would require a site layout that conflicts with public safety and operational circulation needs—specifically the preservation of required fire lane access, emergency vehicle turning radii, delivery/service circulation, and the maintenance of safe right-of-way and driveway sight-distance. Because these constraints are inherent to this site, the applicant cannot add the remaining 16 spaces without creating noncompliant or unsafe conditions (e.g., obstructing fire access or compromising required sight lines at the driveway).

As a result, enforcing the ordinance literally would prevent the applicant from developing/using the property at a reasonable level comparable to other district properties, effectively denying rights and opportunities that others can enjoy on sites without these unique constraints. The requested variance (approval of 83 spaces in lieu of 99) is therefore necessary to allow the property to function similarly to other properties in the district while maintaining required safety standards.

4. The requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare. Please explain:*

The requested parking variance will be in harmony with the purpose and intent of the Vestavia Hills Zoning Ordinance because it still advances the ordinance's core objectives of public safety, orderly development, and compatibility with surrounding properties. The applicant is not requesting a change in permitted use or an increase in intensity beyond what the district allows; the request is limited to a 16-space reduction (providing 83 spaces where 99 are required) to accommodate site-specific constraints while preserving safe circulation.

Approval will not be injurious to the neighborhood or the general welfare for the following reasons:

- **Safety is protected:** The site plan maintains required fire lane access, emergency vehicle turning radii, and delivery/service circulation, and preserves right-of-way and driveway sight-distance for safe ingress/egress. These safety elements are central to protecting the public and adjacent properties.
- **Traffic and circulation remain orderly:** The internal drive aisles, access points, and circulation pattern are designed to prevent queuing conflicts and unsafe backing or turning movements.
- **Neighborhood impacts are minimized:** Parking is contained on-site and managed through shared parking and signage, which reduces the likelihood of overflow parking on nearby streets or adjacent properties. Operational times in which the coffee shop will be most in use 7-10 am. The fastfood restaurant Milos does not open til 10am. Therefore mitigating high traffic times.
- **Compatible development:** The project remains consistent with surrounding commercial patterns and the district's intent by providing substantial on-site parking while avoiding design changes that would compromise safety or create visual/functional impacts on neighbors.

For these reasons, the variance supports the ordinance's intent, maintains safe site operations, and will not harm the neighborhood or general welfare.

5. The special circumstances are not the intended result of the actions of the applicant (i.e., self-imposed hardship). Please explain:*

The special circumstances that necessitate this parking variance are not self-imposed and are not the intended result of any action by the applicant. The constraints driving the request are inherent to the site and its access conditions, including the fixed the need to maintain code-compliant fire lane access, turning radii, and delivery/service circulation. These conditions are dictated by public safety standards and the parcel's existing geometry and access location, not by a voluntary design preference.

The applicant has made reasonable efforts to comply with the ordinance by maximizing the number of code-compliant parking spaces within the developable area while preserving required emergency and service access and safe ingress/egress.) is therefore the result of site limitations and safety requirements that existed independently of the applicant's actions, and represents the minimum relief necessary to allow reasonable use of the property without compromising safety or operational functionality.

6. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure. Please explain:*

The variance requested is the minimum variance necessary to make possible the legal use of the property. The applicant's site plan has been designed to maximize code-compliant parking while still meeting all required safety and operational standards, including maintaining a continuous fire lane, adequate emergency-vehicle turning radii, necessary delivery/service access, and preserving the required right-of-way and driveway sight-distance/clear sight triangle for safe ingress and egress.

Based on these constraints, the site can physically and safely accommodate 83 parking spaces. Providing the full 99 required spaces would require placing stalls and/or aisles into areas needed for fire access/turning movements or into areas that would compromise required driveway sight distance, creating noncompliant and unsafe conditions. The requested variance therefore seeks only the difference between what is required and what can be safely provided—a reduction of 16 spaces—and does not request any additional relief beyond that minimum.

The applicant has evaluated reasonable compliance alternatives (including restriping/reconfiguration, maximizing efficient stall layout, and operational measures to manage peak demand) and is requesting only the limited reduction necessary to allow the permitted uses to function while maintaining public safety and orderly circulation.

7. The no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted or non-conforming use of lands, structures, or building in other districts shall be considered grounds for the issuance of a variance.

8. That a variance will not allow the permanent establishment of a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.*

Granting the requested variance will not allow the permanent establishment of any use that is not permissible in the zoning district, nor will it authorize any use that is expressly or implicitly prohibited by the Vestavia Hills Zoning Ordinance. The applicant is not requesting a use variance or any change to the list of permitted uses. The proposed uses (fast food, coffee, and medical) are intended to operate only as allowed within the district and subject to all applicable zoning and licensing requirements.


The request is limited solely to a parking variance under the ordinance's off-street parking provisions—specifically approval of 83 spaces in lieu of 99 required—to accommodate site-specific constraints while maintaining required fire access, turning movements, delivery circulation, and safe driveway sight lines. All other zoning standards (including permitted use, site access, and public safety requirements) will remain in full force and effect.

NOTE: In proving that an unnecessary hardship has been imposed on the property as a result of the strict interpretation of this Ordinance, the following conditions cannot be considered pertinent to the determination of whether or not an unnecessary hardship exists: (1) proof that a variance would increase the financial return from land; or (2) personal or economic hardship; or (3) self-imposed hardship. In other words, hardship alone is not sufficient to permit a variance. It must be an "unnecessary hardship." Mere financial loss of a kind, which might be common to all of the property owners in a district, is not an "unnecessary hardship."

OWNER AFFIDAVIT

I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing. Simultaneously with the submittal of this application, I am hereby submitting a notarized affidavit signed by the owner of the property in the attachments section of this application. NOTE: Applications cannot be processed without the notarized owners affidavit. Owners authorization may be found on our main page.

Representing Agent Signature

 Lizzy Van Rooyen
Jan 13, 2026

Parking details-

1. Milos Drive through- 2,694 sq ft.

Need 100sq per sq ft plus 4 stacking spaces- total needed = 31 spaces

2. Cahaba Dermatologists- 4,665 sq ft

Need 4 spaces per doctor and 1 space per employee- total needed=19 spaces

Maximum of 4 doctors a day and 3 employees- this is the maximum and usually below

3. Proposed coffee shop- 3,200 sq ft space

If done based on 1 space per 3 seats and 1 space per two employees the number of spaces would be – 30 (max 80 seats and 3 employees)

If calculated on 40sq which is great of public floor area- number of spaces would be 50

Spaces onsite is 83.

If calculated by seats in coffee shop , we are 3 under the limit. However if calculated on the greater of 40 sq ft then we are 17 spaces shy.

Hours of operation;

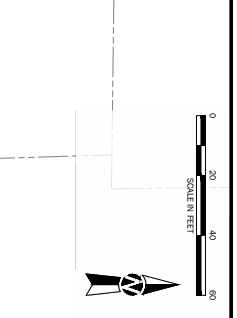
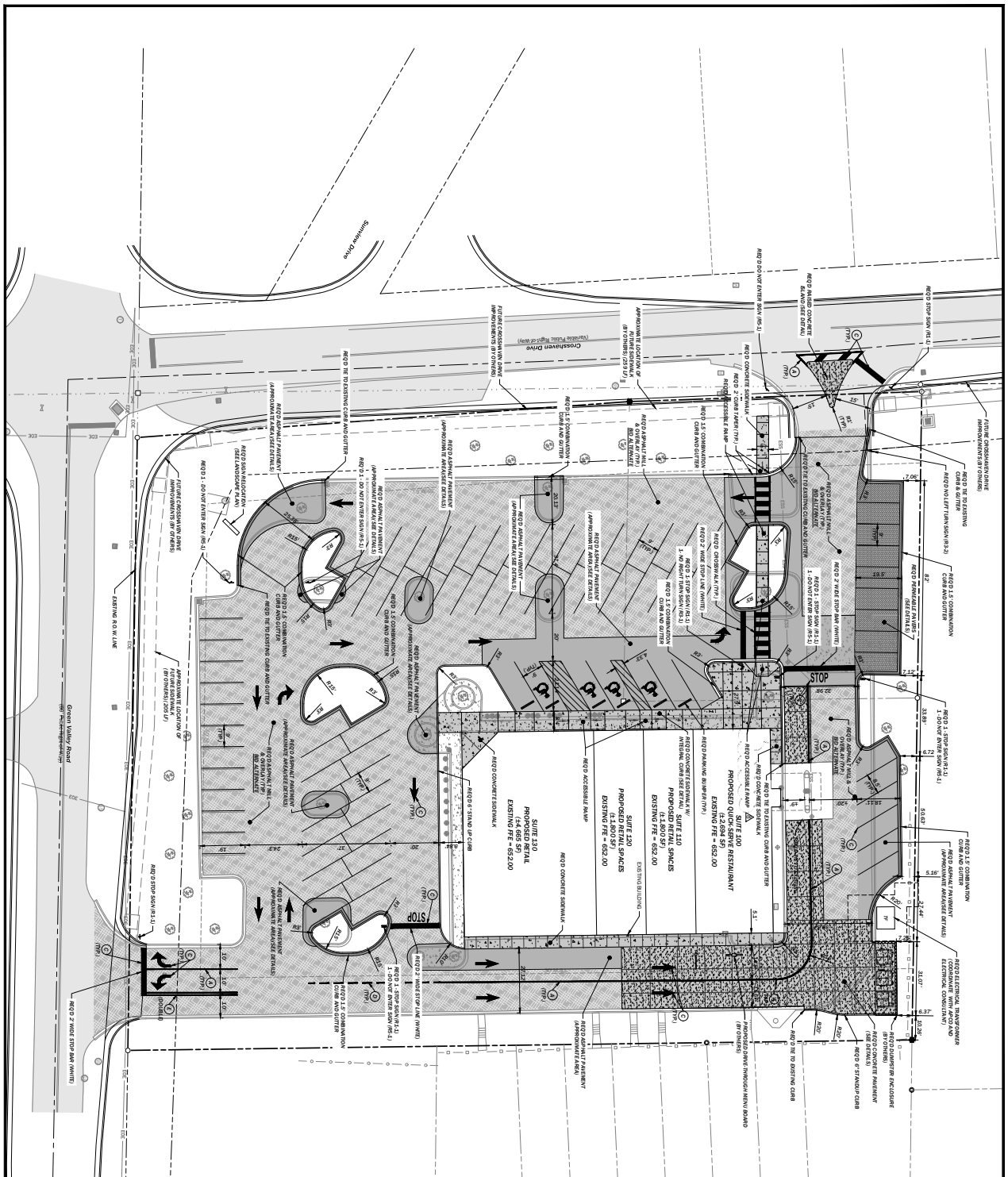
Milos- Mond- Fri 10:30- 9 pm

Dermatologist- Mon- Thursday – 8-5 pm; Friday 8:30- 5 pm; Saturday & Sunday – closed

Proposed coffee shop- Monday – Sunday 7am- 11 pm

The coffee shop busiest hours will be before Milos opens 7-10 am and after the dermatologist closes between 6-10 pm.

I have tracked the parking lot at all different hours of the day and it predominately has less than 10 cars in the lot. I do not believe that this use would add a parking issue in this parking lot. The large majority of Milos customers are drive through and do not sit in. The difference of busy hours are also opposing to limit any cross over of business.



BUILDING / PARKING INFORMATION

ASHTON RESTAURANT AND BAKERY SUITE 100: 2,684 SF
 SUITE 110: 1,500 SF
 SUITE 120: 1,500 SF
 TOTAL PARKING SPACES PROVIDED: 83 SPACES

STRIPING, MARKINGS, AND SIGN LEGEND

- 1. REPO: 3000 WHITE C&T TYPE A MARKING STRIPE (7" WIDE)
- 2. REPO: 3000 BLUE C&T TYPE A MARKING STRIPE (7" WIDE)
- 3. REPO: STRIPE CONTROL MARKINGS AND SIGNS, C&T TYPE A-4 ALL COLORS
- 4. REPO: SLOPED WINGS, C&T TYPE A MARKING STRIPE (7" WIDE)
- 5. REPO: 3000 YELLOW C&T TYPE A MARKING STRIPE (7" WIDE)

PAVING LEGEND

- 1. REPO: ASPHALT PAVEMENT
- 2. REPO: CONCRETE PAVEMENT
- 3. REPO: CONCRETE PAVEMENT (SEE DETAILS)
- 4. REPO: CONCRETE SUBGRADE
- 5. REPO: ASPHALT PAVEMENT (SEE DETAILS)
- 6. REPO: ASPHALT PAVEMENT (SEE DETAILS)
- 7. REPO: ASPHALT PAVEMENT (SEE DETAILS)
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- 100. REPO: ASPHALT PAVEMENT (SEE DETAILS)

No.	Date	Revision Description
1	02/08/2020	REVISED LAYOUT
2	04/10/2020	REVISED LAYOUT
3	06/01/2020	REVISED LAYOUT

Drawn By: ARI
 Checked By: JAM
 Date: 12/13/19
 Proj. No.: 000181002561.00
 File Name: 1523651_Sheet C2 01 Paving.dwg



3965 CROSSHAVEN DRIVE

WELLSPRING HOLDINGS, LLC

BIRMINGHAM, ALABAMA

2890 Rice Mine Road NE | Tuscaloosa, AL 35406
 205.561.3778 | www.ttlusa.com





RIGHT-OF-WAY DEED (ROAD)

Crosshaven Drive & Green Valley Road
Tract 32

April 13, 2020

Cahaba Heights Corner CGP I, LLC &
Cahaba Heights Corner CGP II, LLC,
Delaware limited liability companies

THIS INSTRUMENT PREPARED BY:

Kelly Watson, Sr. Land Acquisition Agent
A200 Courthouse
716 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35023

STATE OF ALABAMA)

JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Four Hundred Forty Thousand Three Hundred Ninety-Four Dollars (\$440,394.00) cash in hand paid by Jefferson County, the receipt whereof is hereby acknowledged, we, the undersigned, do hereby grant, bargain, sell, and convey unto the said Jefferson County, its successors and assigns, a Right-of-Way and Temporary Construction Easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines, and other public utilities and devices both below and above ground. Said Right-of-Way and Temporary Construction Easement being located in Jefferson County, Alabama, and described as follows, to-wit:

These parcels of Right-of-Way more particularly described as follows:

Parcel 1

Commence at the NE corner of the NE ¼ of Section 22, Township 18 South, Range 2 West, a 3” capped iron, and run westerly along the northerly line of said ¼ section for a distance of 928.67 feet; thence turn left an angle 94°00’35” and run southerly for a distance of 30.92 feet; thence turn right an angle 94°12’40”, being Point A for future reference, and run northwesterly for a distance of 145 feet, more or less, to a southerly extension of the Grantor’s easterly property line for the **Point of Beginning** of a Right of Way (ROW) of variable widths being bound on the southerly side by the existing northerly right of way of Green Valley Road and being bound on the northerly side by a line being 47 feet northerly of, 118 feet back (being 27.79 feet from Point A), and increasing to a point 53 feet northerly of a point, 200.13 feet ahead (being 346.29 feet from last angle); thence continue northwesterly for a distance of 200.13 feet. At this point the ROW is bound on the northerly side by a line being 53 feet northerly of and increasing to a point 71 feet northerly of the following described line, 43.37 feet ahead; thence continue northwesterly for a distance of 43.37 feet. At this point the ROW is bound on the northerly side by a line lying 71 feet northerly of and parallel to the following described line; thence continue northwesterly for a distance of 24.61 feet, more or less, to the existing easterly right of way of Cross Haven Drive and the end of this parcel of ROW.

Parcel 2

Commence at Point A, as described above, and run northwesterly for a distance of 428.31 feet; thence turn right an angle of 86°43’27”, being Point B for future reference, and run northerly for a distance of 68.90 feet for a **Point of Beginning** of a Right of Way (ROW) of variable widths being bound on the southerly side by the ROW described above and being bound on the westerly side by the existing easterly ROW of Cross Haven Drive and being bound on the easterly side by a line lying 43 feet easterly of and parallel to the following described line; thence continue northerly for a distance of 255.91 feet; thence deflect left 2°36’44” and run northwesterly for a distance of 33 feet, more or less, to a westerly extension of a northerly property line of Grantor and the end of this parcel of ROW.

These parcels of Temporary Construction Easement more particularly described as follows:

Parcel 1

Commence at Point A, as described in ROW Parcel 1 above, and run northwesterly for a distance of 145 feet, more or less, to a southerly extension of the Grantor's easterly property line for the **Point of Beginning** of a Temporary Construction Easement (TCE) being bound on the southerly side by the right of way in parcel 1 described above and being bound on the northerly side by a line being 60 feet northerly of and increasing to a point 63 feet northerly of, 183.73 feet ahead (being 329.89 feet from Point A); thence continue northwesterly for a distance of 183.73 feet. At this point the TCE is bound on the northerly side by a line being 63 feet, at this point, and increasing to a point 85 feet northerly of a point, 44.16 feet ahead; thence continue northwesterly for a distance of 44.16 feet. At this point the TCE is bound on the northerly side by a line lying 85 feet northerly of and parallel to the following described line; thence continue northwesterly for a distance of 16.40 feet and the end of this TCE.

Parcel 2

Commence at Point B, as described in ROW Parcel 2 above, and run northerly for a distance of 82.02 feet for a **Point of Beginning** of a Temporary Construction Easement (TCE) being bound on the westerly side by the ROW as described above in parcel 2 and being bound on the easterly side by a line lying 59 feet easterly of and parallel to the following described line; thence continue northerly for a distance of 147.64 feet. At this point the TCE is bound on the easterly side by a line lying 49 feet easterly of and parallel to the following described line; thence continue northerly for a distance of 95.14 feet; thence deflect left 2°36'44" and run 33 feet, more or less, to a westerly extension of a northerly property line of Grantor and the end of this TCE.

All said Right-of-Way and Temporary Construction Easement lies in the SE ¼ of Section 15 Township 18, South Range 2 West and the Right-of-Way contains 0.30 acres, more or less, and the Temporary Construction Easement contains 0.14 acres, more or less.

This Temporary Construction Easement will terminate upon the completion and acceptance of said project or within three years from today, whichever is sooner, and thereafter will constitute no cloud on the title of Grantor.

For the consideration aforesaid, the undersigned do grant, bargain, sell, and convey unto Jefferson County the right and privilege of a perpetual use of said Right-of-Way for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth, and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across, or upon said area herein conveyed without the written permission from Jefferson County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release Jefferson County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement within the Right-of-Way or Temporary Construction Easement, and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Jefferson County that, the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, except as to matters of public record and the lien for ad valorem taxes not yet due, and the undersigned will warrant and defend the title to the aforementioned strip of ground from and against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,
all on this 15 day of April, 2020.

Cahaba Heights Corner CGP I, LLC
a Delaware limited liability company

By: Capital Growth Properties Operating
Partners, LLC

Its: Manager

BY: [Signature]
Chad J. Post

ITS: Chief Operating Officer

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, THE UNDERSIGNED AUTHORITY, in and for said County, in said State, hereby certify that Chad J. Post whose name as Chief Operating Officer of the Capital Growth Properties Operating Partners, LLC, as Manager of Cahaba Heights Corner CGP I, LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer, and with full authority, he executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this 15 day of April, 2020

My commission expires 10/21/2023. [Signature]
Notary Public



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,
all on this ____ day of April, 2020.

Cahaba Heights Corner CGP II, LLC
a Delaware limited liability company

BY: _____
William B. Akins Jr.

ITS: Sole Member

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, THE UNDERSIGNED AUTHORITY, in and for said County, in said State, hereby certify that William B. Akin Jr. whose name as Sole Member of the Cahaba Heights Corner CGP II, LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer, and with full authority, he executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this ____ day of _____, 20 ____.

My commission expires _____.

Notary Public

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,
all on this 14 day of April, 2020.

Cahaba Heights Corner CGP II, LLC
a Delaware limited liability company

BY: [Signature]
William B. Akin, Jr.

ITS: Sole Member

STATE OF ALABAMA)

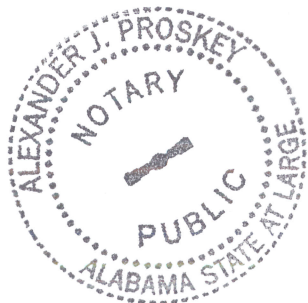
JEFFERSON COUNTY)

I, THE UNDERSIGNED AUTHORITY, in and for said County, in said State, hereby certify that William B. Akin Jr. whose name as Sole Member of the Cahaba Heights Corner CGP II, LLC, a Delaware limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer, and with full authority, he executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal, this 14 day of April, 2020.

My commission expires 08/20/2023.

[Signature]
Notary Public



From: [Umang Patel](#)
To: [owen malcolm](#); [Jack Wakefield](#)
Cc: [Jack Wakefield](#)
Subject: RE: [External] BZA-26-2 Parking Variance
Date: Wednesday, February 18, 2026 2:49:46 PM

Good afternoon Mr. Malcom,

We will attach a copy of your email to the BZA application scheduled for review tomorrow. [@Jack Wakefield](#) will be sure to notify the board of your concerns.

I would also encourage you to be present tomorrow at 6:00 p.m. if you are available.

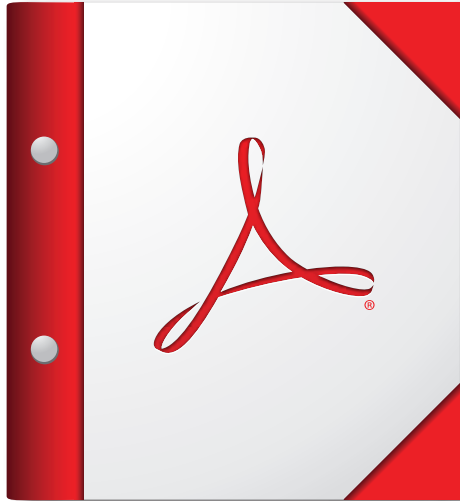
Thank you,

Umang G. Patel, Esq.
Director of Administration & Innovation
P 205 978 0184 | [vhal.org](#)
Vestavia Hills
A Life Above

From: owen malcolm <owenmalcolm32@yahoo.com>
Sent: Wednesday, February 18, 2026 12:50 PM
To: Umang Patel <upatel@vhal.org>
Subject: [External] BZA-26-2 Parking Variance

My name is Owen Malcolm @ 4046 Ida Lane, Vestavia, AL, 35243. I oppose this variance due to threat of Ida Lane becoming overflow parking for this development. The property owners should reconfigure the parking lot to accommodate 100 spaces or reduce proposed coffee shop's public floor area. It's also important to consider the chick fill a customers who park in this lot as well as the number of larger vehicles who take up multiple spaces. Three Vestavia fire trucks were parked in this lot yesterday.

Thanks,
Owen



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

[Get Adobe Reader Now!](#)



**City of Vestavia Hills
Office of the City Clerk**

OWNER AFFIDAVIT (This form must be notarized):

I do hereby declare that the following statements are correct concerning the subject property located at: 3965 Crosshaven Drive, Ste 105, Vestavia Hills, AL 35243, Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: *(please check all that apply)*.

____ the Property Owner and representing myself in said request.

X the Property Owner, but I am authorizing a Representing Agent by the name of: Keith Shamblin, Jr. or Lizzy Van Rooyen to represent me in the following request:

And am requesting: (please check)

- | | |
|--|--|
| <input type="checkbox"/> Rezoning Request | <input checked="" type="checkbox"/> Request for Variance |
| <input type="checkbox"/> Preliminary Plat Approval | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Final Plat Approval | <input type="checkbox"/> Design Review Approval |
| <input type="checkbox"/> Conditional Use Approval | |

Signed:  01/13/2026
Owner Signature/Date

STATE OF ALABAMA
COUNTY OF _____

Given under my hand and seal
this _____ day of _____, 20____.

Notary Public

My commission expires _____ day of _____, 20____.



VESTAVIA HILLS

Board of Zoning Adjustment Planners Report

MEETING DATE

March 19, 2026

AGENDA ITEM

BZA-24-1 **Matthew Moore** is requesting a **Extension of Side Setback Variance** for the property located at **720 Vestavia Lake Drive**. The purpose of this request is to reduce the side setback to 5' in lieu of the required 15', to build a carport addition. The property is owned by Matthew Moore and is zoned **Vestavia Hills R-2**.

BACKGROUND

10' Side Setback Variance to Reduce the Setback to 5' in Lieu of the Required 15'.

PLANNER'S REVIEW/RECOMMENDATION

Applicant is seeking a side setback variance to build a garage addition, with a master bedroom above. The applicant contends the septic lines in the front and grease trap drain in the rear limits the buildable area. The rear lot line is also oddly shaped, preventing the addition going into the rear yard. The side neighbor and applicant are divided by an alley. The separation between lot lines will keep the proposed addition at least 15' from the neighbor's property line. The neighbor has no issues with the request, other than concern about water runoff with the construction of the new addition. Zoned Vestavia Hills R-2.

ATTACHMENTS

1. Application
2. Existing Survey
3. Proposed Survey
4. Owners Affidavit

Jack Wakefield
City Planner



BZA-24-1

Variance and Special Exception Application

Status: Active

Submitted On: 1/3/2024

Primary Location

720 VESTAVIA LAKE DR
VESTAVIA HILLS, AL 35216

Owner

Matthew Moore
Vestavia Lake Dr 720 Vestavia
Hills, AL 35216

Applicant

Matthew Moore
 912-655-0062
 mcmoore12@gmail.com
 720 Vestavia Lake Dr
Vestavia Hills, Alabama
35216

Agenda Information

Agenda Scheduling

February 2024

Comments/Delay/Explanation

Applicant Information

I am filling this out as the

Owner

Billing/Responsible Party

Name

Phone #

Matthew Moore

9126550062

Address

City/State/Zip

720 Vestavia Lake Dr

Vestavia Hills, AL 35216

Email

mcmoore12@gmail.com

Subject Property Information

Subject Property Address

720 Vestavia Lake Dr

Legal Description of Subject Property ?

REASONS FOR REQUEST

Front Setback Variance

Rear Setback Variance

Side Setback Variance

Setback Required*

15

Setback Requested*

5.8

Other Setback Variance

Lot Area Variance

Lot Width Variance

Variance for location of a fence.

Sign Code Variance

A decision of the Zoning Official which the applicant believes to be contrary to the meaning of the Zoning Ordinance.

Other

ZONING

Vestavia Hills Zoning for the subject property is

R-2

PROJECT

Describe the scope of the project and/or the reason for requesting this variance.*

We would like to build a carport addition with a master bedroom above it. The carport would be over the existing driveway. Our driveway is currently 29.8 feet long (distance to the side property line), and the side setback is 15 feet. This leaves 14.8 feet for the carport depth. Wwe would like the carport to be 24 feet deep to accommodate vehicles. We are requesting a variance of 9.2 feet for a new side setback of 5.8 feet.

HARDSHIP

Please answer the following questions regarding hardship and briefly summarize and describe those things which you feel justify the action requested in the box below. An Undue Hardship is required in order to seek a variance. List, when necessary, the specific sections of the City Code(s) which have a bearing on your request. (Use additional space on separate page if necessary).*

Undue hardships: septic lines in the front yard and grease trap drain lines in back yard. Lot is irregularly shaped (right trapezoid) and shallow on one side (partly due to erosion from the creek), so a close rear setback line prevents a backyard addition. Distance to the side setback line is the same on both sides, so we would need a variance if we built on either side of the house.

Before any variance is granted, the BZA must find that ALL of the following conditions exist. Please describe each of the following details in order for the BZA to determine if these warrants the described hardship.

1. There are extraordinary and exceptional conditions, which are peculiar to the piece of property in question because of its size, shape or topography, that are not applicable to the other lands or structures in the same district. Please explain:*

This is correct. Due to the septic lines and irregular/shallow lot described above.

2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other owners of property in the District in which the property is located. Please explain:*

This is correct. Most other lots in the district are either regularly shaped or have much deeper back yards, allowing for a larger building footprint. My next door neighbor also has a shallow, irregular lot and has an existing carport inside the setback lines to accomodate this.

3. All literal interpretations of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by others of property in the district in which the property is located. Please explain:*

This is correct. The literal interpretation of the ordinance would prevent the proposed carport from being built.

4. The requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare. Please explain:*

This is correct. Due to a 15' wide city alley which separates my my house from neighbor's house, the distance between our houses will remain in harmony with the intent of the R-2 zoning guidelines.

5. The special circumstances are not the intended result of the actions of the applicant (i.e., self-imposed hardship). Please explain:*

This is correct. The septic field lines were put in place by previous owners many years ago (house was built in 1955), and the rear property erosion has taken place over many years. The dam for Vestavia was created in the 1950s, which routed an existing creek to along our rear property boundary.

6. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure. Please explain:*

This is correct. The variance requested (9.2') would allow for the minimum recommended carport (24' deep).

7. The no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted or non-conforming use of lands, structures, or building in other districts shall be considered grounds for the issuance of a variance.

8. That a variance will not allow the permanent establishment of a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.*


This is correct. The proposed carport is for residential use only.

NOTE: In proving that an unnecessary hardship has been imposed on the property as a result of the strict interpretation of this Ordinance, the following conditions cannot be considered pertinent to the determination of whether or not an unnecessary hardship exists: (1) proof that a variance would increase the financial return from land; or (2) personal or economic hardship; or (3) self-imposed hardship. In other words, hardship alone is not sufficient to permit a variance. It must be an "unnecessary hardship." Mere financial loss of a kind, which might be common to all of the property owners in a district, is not an "unnecessary hardship."

OWNER AFFIDAVIT

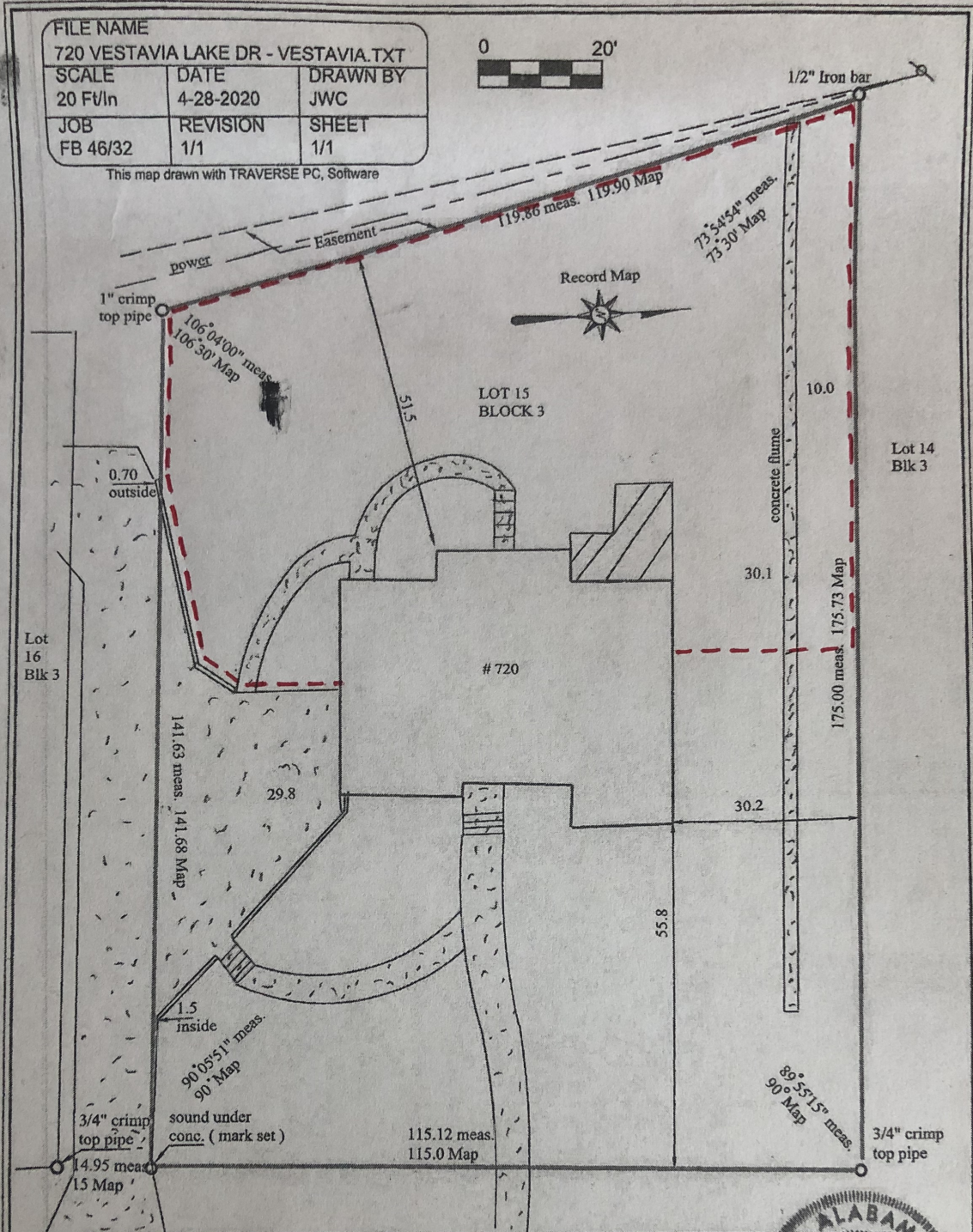
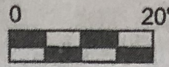
I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing. Simultaneously with the submittal of this application, I am hereby submitting a notarized affidavit signed by the owner of the property in the attachments section of this application. NOTE: Applications cannot be processed without the notarized owners affidavit. Owners authorization may be found on our main page.

Owner Signature

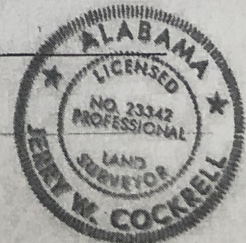
 Matthew Moore
Dec 30, 2023

FILE NAME 720 VESTAVIA LAKE DR - VESTAVIA.TXT		
SCALE 20 Ft/in	DATE 4-28-2020	DRAWN BY JWC
JOB FB 46/32	REVISION 1/1	SHEET 1/1

This map drawn with TRAVERSE PC, Software



VESTAVIA LAKE DRIVE paved w/valley gutter 50' R.O.W.



- LEGEND**
- = calculated point
 - = iron pin found
 - = iron pin set (1/2 rebar w/cap)
 - ⊠ = not to scale
 - ⊞ = power box
 - ⊟ = power pole
 - map = record map
 - meas. = measured angle or distance
 - = concrete
 - x-x-x- = fence line
 - 1" = 20' = scale
 - Field book 46
 - Page 32
 - (D) = Deed
 - Type of survey = As-Built / Property Boundary survey

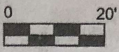
I Jerry W. Cockrell a Professional Land Surveyor in the State of Alabama do hereby certify that all parts of this survey and drawing have been completed in accordance with the current requirements of the practice for Surveying in the State of Alabama to the best of my knowledge, information and belief and that this a true and correct drawing of Lot 15 Block 3, Map of VESTAVIA LAKE ADDITION as recorded in Map Book 40 page 47 in the Office of the Judge of Probate of Jefferson County, Ala, there are no visible right of ways, easements or joint driveways over or across the property except as shown. There are no visible encroachments of electric or telephone lines (excluding those that serve the property) or structures, walls or fences, except as shown, according to my survey on April 24, 27, 2020 Field work.

NOTE: This drawing is only valid for the date above and is the property of Matthew Moore

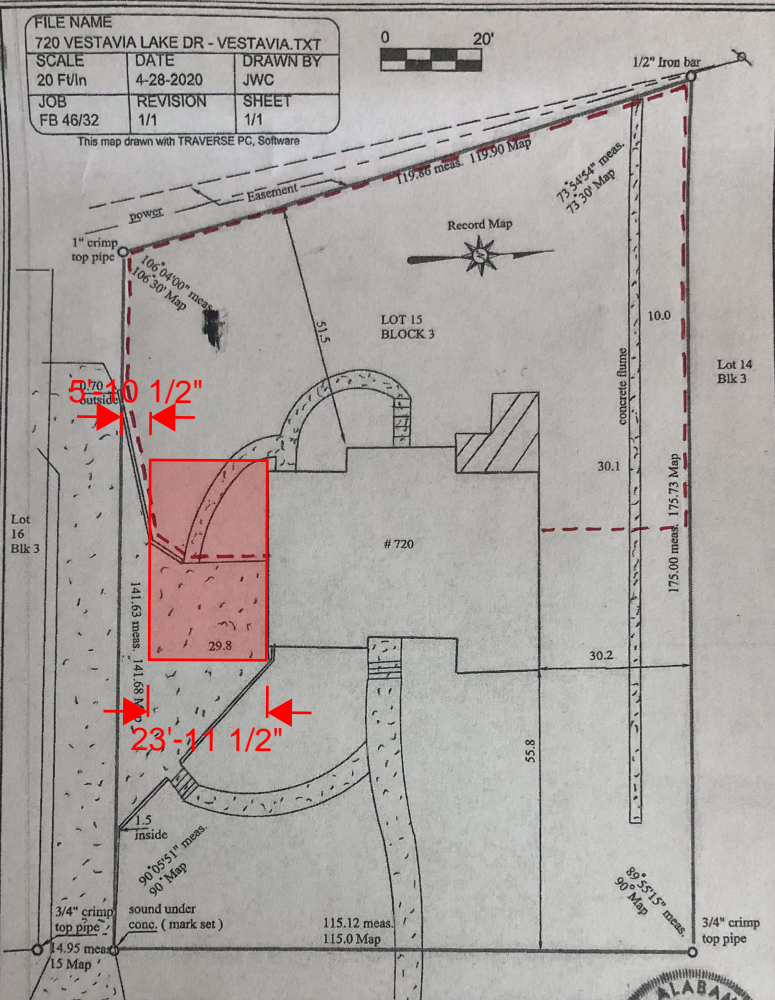
[Signature]

Alabama Registration No. 23342 Cell Ph 205-515-2308
 Email surveyor145@gmail.com
 Jerry W. Cockrell
 190 Chase Creek Circle
 Pelham, Ala 35124

FILE NAME 720 VESTAVIA LAKE DR - VESTAVIA.TXT		
SCALE 20 Ft/in	DATE 4-28-2020	DRAWN BY JWC
JOB FB 46/32	REVISION 1/1	SHEET 1/1



This map drawn with TRAVERSE PC Software



VESTAVIA LAKE DRIVE paved w/valley gutter 50' R.O.W.



- = calculated point
- = iron pin found
- = iron pin set (1/2" rebar w/cap)
- ▨ = not to scale
- ⊠ = power box
- ⊞ = wood
- ⊙ = power pole

- map = record map
- meas = measured angle or distance
- = concrete
- x-x- = fence line
- 1" = 20' = scale
- (D) = Deed
- Type of survey = As-Built / Property Boundary survey

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NOTE: This drawing is only valid for the date above and is the property of ANDREW MORSE

[Signature]

Alabama Registration No. 23342 Cell Ph 205-515-2308
Email surveyor145@gmail.com

Jerry W. Cockrell
190 Chase Pelham, Ala 35124



City of Vestavia Hills
Office of the City Clerk

OWNER AFFIDAVIT (This form must be notarized):

I do hereby declare that the following statements are correct concerning the subject property located at: 720 Vestavia Lake Drive, Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: (please check all that apply).

[X] the Property Owner and representing myself in said request.

the Property Owner, but I am authorizing a Representing Agent by the name of: to represent me in the following request:

And am requesting: (please check)

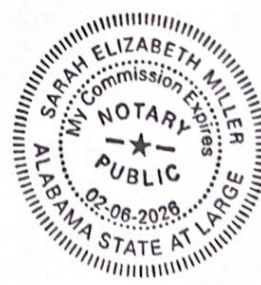
- Rezoning Request
Preliminary Plat Approval
Final Plat Approval
Conditional Use Approval
Request for Variance
Special Exception
Design Review Approval

Signed: [Signature] 1/3/24
Owner Signature/Date

STATE OF ALABAMA
COUNTY OF Jefferson

Given under my hand and seal
this 3rd day of January, 2024.

[Signature]
Notary Public



My commission expires 8th day of February, 2026.



VESTAVIA HILLS

Board of Zoning Adjustment Planners Report

MEETING DATE

March 19, 2026

AGENDA ITEM

BZA-26-3 **Meredith Harper** is requesting a **Side & Rear Setback Variance** for the property located at **2543 Ivy Glenn Drive**. The purpose of this request is to reduce the side setback to 2' (existing) in lieu of the required 17' & to reduce the rear setback to 20' in lieu of the required 30', to rebuild the deck. The property is owned by Hunter and Meredith Harper and is zoned **Vestavia Hills R-1**.

BACKGROUND

15' Side Setback Variance to Reduce the Setback to 2' in Lieu of the Required 17' & 10' Rear Setback Variance to Reduce the Setback to 20' in Lieu of the Required 30'.

PLANNER'S REVIEW/RECOMMENDATION

The applicant is seeking a side and rear setback variance to rebuild and slightly extend the attached rear deck. The existing deck sits very close to the property line, and the house sits about 5' from the side lot line. The applicant contends the odd-shaped lot causes a hardship. The rear property line juts in a large distance, eating up a large portion of buildable area. This will be an open deck and water will be able to filter through to the ground. This is zoned Vestavia Hills R-1.

ATTACHMENTS

1. Application
2. Updated Drawing
3. Existing Survey
4. Owner's Affidavit

Jack Wakefield
City Planner



Record No: BZA-26-3

Variance Application

Status: Active

Submitted On: 2/6/2026

Primary Location

2543 IVY GLENN DR
VESTAVIA HILLS, AL 35243

Owner

Hunter and Meredith Harper
Ivy Glenn Dr 2543 Vestavia, US-AL 35243

Agenda Information

Agenda Scheduling

March 2026

Comments/Delay/Explanation

Applicant Information

I am filling this out as the

Owner

Billing/Responsible Party

Name

Meredith Harper

Phone #

404-202-7731

Address

2543 Ivy Glenn Dr

City/State/Zip

Vestavia, AL 35243

Subject Property Information

Subject Property Address

2543 Ivy Glenn Dr.

Legal Description of Subject Property

Single family house

REASONS FOR REQUEST

Front Setback Variance

Rear Setback Variance

Side Setback Variance

Setback Required*

17'

Setback Requested*

2'

Other Setback Variance

Lot Area Variance

Lot Width Variance

Variance for location of a fence.

Sign Code Variance

A decision of the Zoning Official which the applicant believes to be contrary to the meaning of the Zoning Ordinance.

Other

ZONING

Vestavia Hills Zoning for the subject property is

R-1

PROJECT

Describe the scope of the project and/or the reason for requesting this variance.*

Restoring deck. Current property is at an odd angle. Deck will be right on the line.

HARDSHIP

Please answer the following questions regarding hardship and briefly summarize and describe those things which you feel justify the action requested in the box below. An Undue Hardship is required in order to seek a variance. List, when necessary, the specific sections of the City Code(s) which have a bearing on your request. (Use additional space on separate page if necessary).*

A deck is necessary to access the house. Current building lines are at an odd angle causing current and proposed deck to be on the line.

Before any variance is granted, the BZA must find that ALL of the following conditions exist. Please describe each of the following details in order for the BZA to determine if these warrants the described hardship.

1. There are extraordinary and exceptional conditions, which are peculiar to the piece of property in question because of its size, shape or topography, that are not applicable to the other lands or structures in the same district. Please explain:*

The shape is not typical

2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other owners of property in the District in which the property is located. Please explain:*

A deck is necessary to access the house. Current deck is unstable

3. All literal interpretations of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by others of property in the district in which the property is located. Please explain:*

Deck will not cross the line, it will be on the line

4. The requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare. Please explain:*

yes

5. The special circumstances are not the intended result of the actions of the applicant (i.e., self-imposed hardship). Please explain:*

correct

6. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure. Please explain:*

yes, the proposed deck will not be meaningfully larger than the current deck

7. The no non-conforming use of neighboring lands, structures, or buildings in the same district, and no permitted or non-conforming use of lands, structures, or building in other districts shall be considered grounds for the issuance of a variance.

8. That a variance will not allow the permanent establishment of a use not permissible under the terms of this Ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this Ordinance in said district.*

yes

NOTE: In proving that an unnecessary hardship has been imposed on the property as a result of the strict interpretation of this Ordinance, the following conditions cannot be considered pertinent to the determination of whether or not an unnecessary hardship exists: (1) proof that a variance would increase the financial return from land; or (2) personal or economic hardship; or (3) self-imposed hardship. In other words, hardship alone is not sufficient to permit a variance. It must be an "unnecessary hardship." Mere financial loss of a kind, which might be common to all of the property owners in a district, is not an "unnecessary hardship."

OWNER AFFIDAVIT

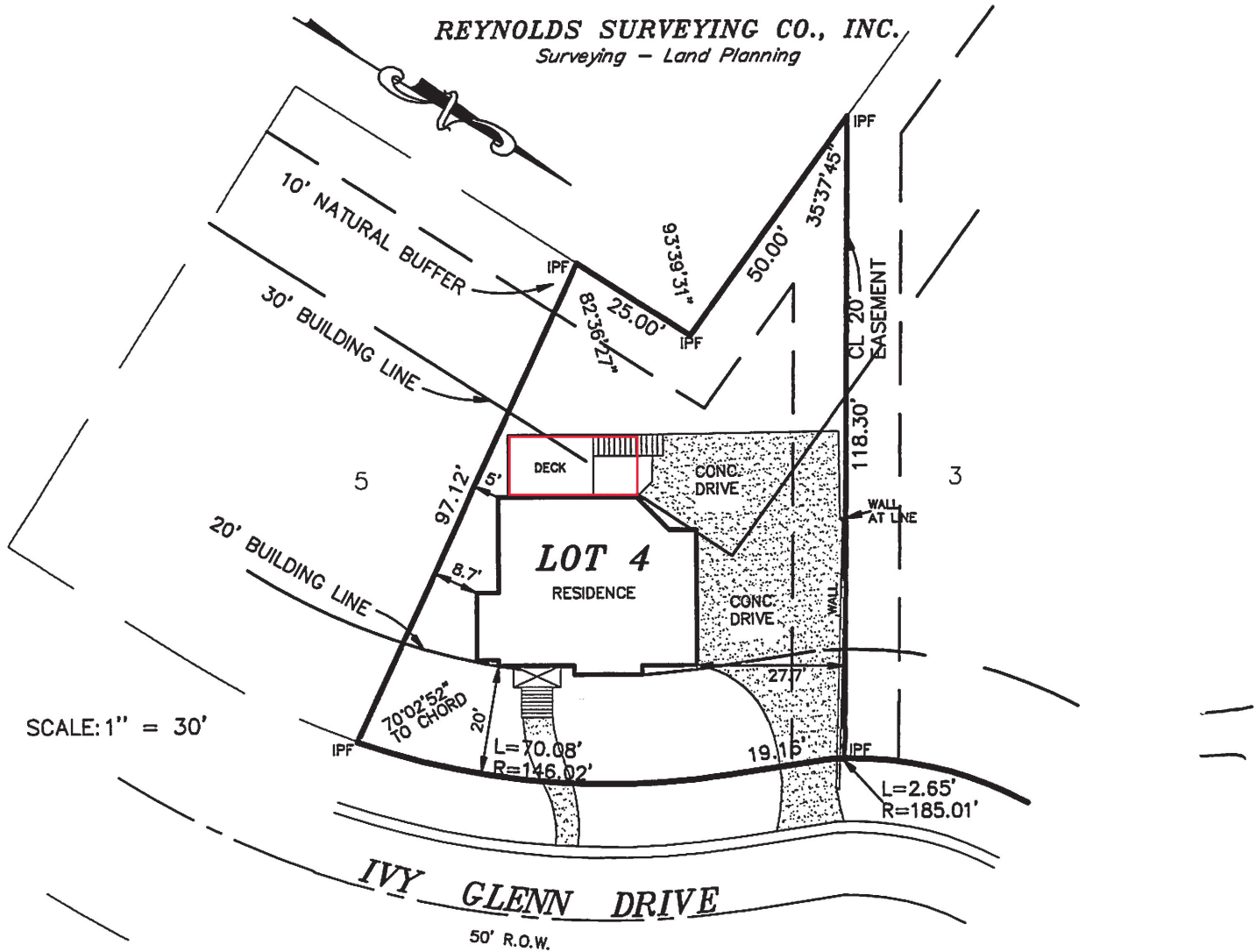
I do hereby declare the above statements are true and that I, the owner, and/or my duly appointed representative will be at the scheduled hearing. Simultaneously with the submittal of this application, I am hereby submitting a notarized affidavit signed by the owner of the property in the attachments section of this application. NOTE: Applications cannot be processed without the notarized owners affidavit. Owners authorization may be found on our main page.

Owner Signature

✓ Meredith Harper

Feb 6, 2026

REYNOLDS SURVEYING CO., INC.
 Surveying - Land Planning



SCALE: 1" = 30'

- LEGEND**
- UTILITY POLE
 - GUY WIRE
 - RETAINING WALL
 - CONCRETE
 - X- FENCE
 - OE- OVERHEAD ELECTRICAL
 - IPF IRON PIN FOUND
 - IPS IRON PIN SET



STATE OF ALABAMA
 JEFFERSON COUNTY

"CLOSING SURVEY"

I, Robert Reynolds, a Registered Surveyor, do here by state that this is a true and correct plat or map of Lot 4, Block -, of AMENDED MASP IVY GLENN, as recorded in Map Book 174, Page 9 in the Office of the Judge Of Probate in Jefferson County, Alabama. All parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice of Surveying in the State of Alabama to the best of my knowledge, information and belief. The improvements on said premises are as shown. There are no visible encroachments on over or across said lands except as shown. According to my survey this the 5th day of April, 2019.

NOTE: This survey is not transferable to any additional institutions or subsequent owners.

Purchaser: Harper
 Address: 2543 Ivy Glenn Dr.

Robert Reynolds
 Reg. No. 25657
 H.L.H.
 [Signature]
 Page 64 of 67

Reynolds Surveying Co., Inc.

Surveying & Land Planning

Phone (205) 823-7900
 Fax (205) 979-7635

1572 Montgomery Highway
 Suite 108
 Birmingham, Alabama 35216

Established 1959

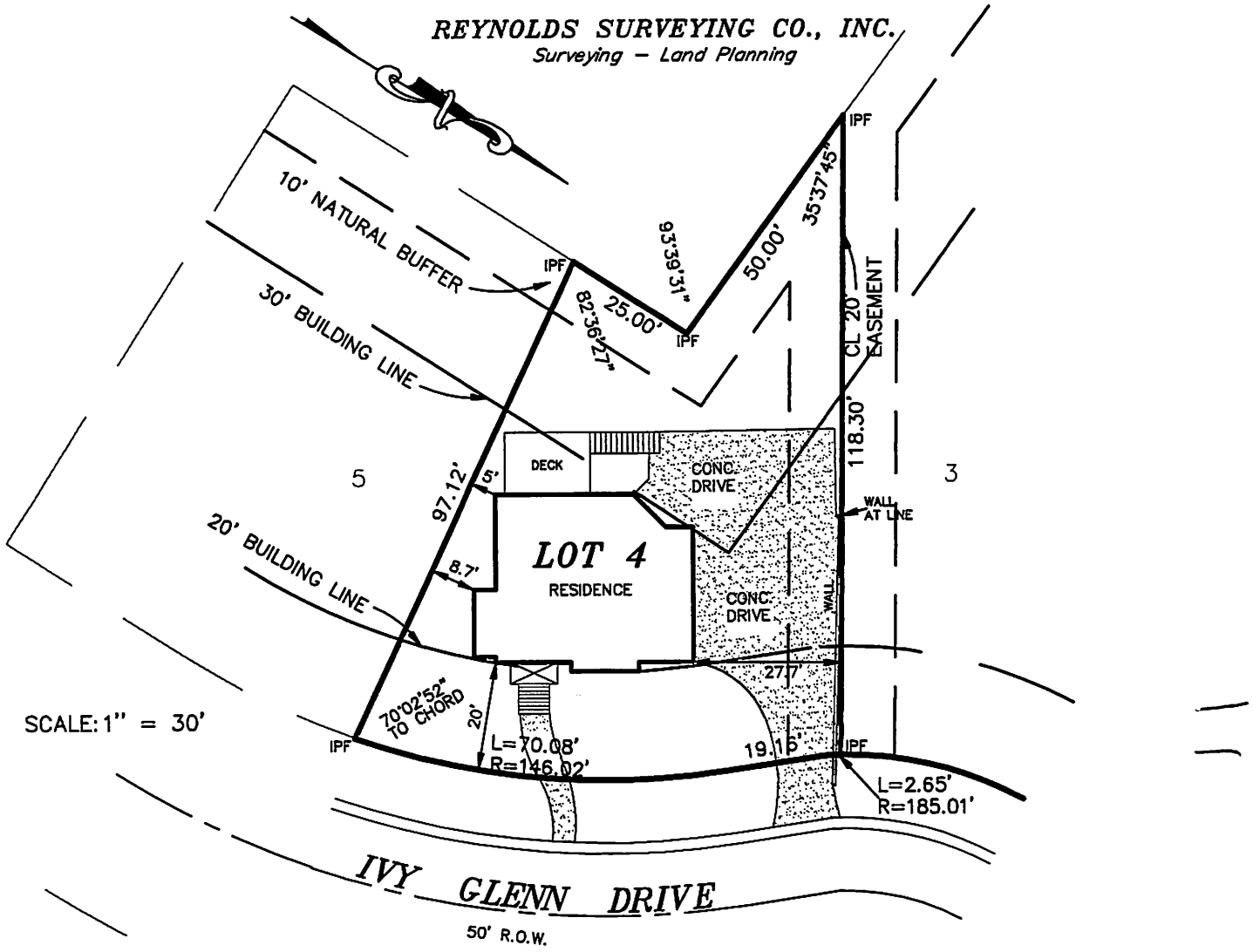
Date : April 9, 2019

Deana Bellsnyder
 2543 Ivy Glenn Drive
 Birmingham, Al. 35243

Order # 13923

		Current Charges
Survey	Lot 4 Amended Map Ivy Glenn	\$400.00
Purchaser: Harper		
	Total	\$400.00

REYNOLDS SURVEYING CO., INC.
 Surveying - Land Planning



SCALE: 1" = 30'

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STATE OF ALABAMA
 JEFFERSON COUNTY

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 Purchaser: Harper
 Address: 2543 Ivy Glenn Dr.

Robert Reynolds
 Reg. No. 25657
 H.L.H.
 [Signature]
 Page 66 of 67



**City of Vestavia Hills
Office of the City Clerk**

OWNER AFFIDAVIT (This form must be notarized):

I do hereby declare that the following statements are correct concerning the subject property located at: 2543 Ivy Glenn Dr., Vestavia Hills, Alabama and that statements submitted in my application are true and that I am: *(please check all that apply)*.

the Property Owner and representing myself in said request.

the Property Owner, but I am authorizing a Representing Agent by the name of: _____ to represent me in the following request:


And am requesting: (please check)

- | | |
|--|--|
| <input type="checkbox"/> Rezoning Request | <input checked="" type="checkbox"/> Request for Variance |
| <input type="checkbox"/> Preliminary Plat Approval | <input type="checkbox"/> Special Exception |
| <input type="checkbox"/> Final Plat Approval | <input type="checkbox"/> Design Review Approval |
| <input type="checkbox"/> Conditional Use Approval | |

Signed:  2/3/26
Owner Signature/Date

STATE OF ALABAMA
COUNTY OF Jefferson

Given under my hand and seal
this 3rd day of Feb, 2026.


Notary Public

My commission expires _____ day of _____, 2026.

