

## ZONING BOARD OF ADJUSTMENT STAFF REPORT

August 25<sup>th</sup>, 2025

### **ZBA-66-25**

#### **GENERAL INFORMATION**

##### **Property Owner (X) Petitioner (X)**

Garrett Bullock

##### **Requested Action and Purpose**

Petition for a special exception to allow the short-term rental of a property.

##### **Location and Existing Zoning**

4 The Knoll. Zoned SFR-4. (Council District 5)

##### **Size and Existing Land Use**

Approximately 0.17 acres, Single-family residential

##### **Surrounding Land Use and Zoning**

North: Single-family residential, SFR-4

East: Single-family residential, SFR-4

South: Single-family residential, SFR-4

West: Vacant, GC

##### **Applicable Regulations**

Sec. 25-39. Special Exception Use Permit

##### **d. Decision-Making Standards for Special Exception Use Permit**

The Zoning Board of Adjustment may approve a special exception use permit application only upon finding the proposed special exception use:

1. Complies with all applicable district-specific standards in Article IV :Zoning Districts;
2. Complies with all applicable standards in Article V : Use Regulations;
3. Complies with all relevant subdivision standards in the Subdivision Regulations;
4. Will not have a substantial adverse impact on vehicular and pedestrian safety;
5. Will not have a substantial adverse impact on vehicular traffic;
6. Is compatible with the character of surrounding development and the neighborhood;
7. Will not have a substantial adverse impact on adjoining properties in terms of noise, lights, glare, vibrations, fumes, odors, litter, or obstruction of air or light;
8. Will not have a substantial adverse impact on the aesthetic character of the area where it is proposed to be located; and
9. Will not have a substantial adverse impact on public safety or create nuisance conditions detrimental to the public.

##### **Sec. 25-101.c.4.iv.d General Standards**

- (1) Short-term rentals shall comply with all building and fire codes, and comply with all provisions of this Ordinance, including Article VI Division 2, Off-Street Parking, Bicycle Parking, and Loading Standards, and Article VI Division 10, Signs and Billboards.

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- (2) Short-term rentals shall comply with the standards in Sec. 10.8-13, Noise in residential districts, of the City Code.
- (3) Off-street parking spaces may be provided on driveways or within a parking area on the property.
- (4) The property shall contain a dwelling able to be occupied.
- (5) Commercial events or other large events such as concerts or weddings are prohibited on the property.
- (6) The rental of units for a period of less than 24 hours is prohibited

### **Sec. 25-101.c.4.iv.g Decision Criteria**

When deciding on an application for a special exception use permit to operate a short-term rental use, the Zoning Board of Adjustment shall consider the following factors, in addition to the general decision-making standards in Sec. 25-39.d:

- (1) Whether the property is permanently occupied and leased in its entirety to one party for periods of at least 30 consecutive nights;
- (2) Whether the short-term rental use is proposed to be or will be the primary or accessory use of the dwelling;
- (3) If a short-term rental is proposed for a site that has been previously used for a short-term rental, the number of complaints, violations, and other departures from the standards of this Ordinance and the City Code that have occurred on the property; and
- (4) As part of its evaluation on the character of surrounding development and the neighborhood and other potentially adverse impacts of the use, the characteristics of the neighborhood and surrounding properties including the underlying zone district, surrounding land uses, the number of nearby short-term rental uses, the topography, access, and similar factors.

### **SUMMARY**

The petitioner is requesting a special exception to allow the short-term rental of a dwelling. Garrett Bullock will be the primary contact and will be available 24 hours a day in case of an emergency. The petitioner has experience managing two short term rentals. The house is equipped with a doorbell camera, keypad locks, and a noise detection system. The house is not owner occupied. The house will be rented long term when it is not being rented short term. The house has 2 bedrooms and 1 bathroom. The petitioner is requesting 4 adults and 2 vehicles.

Office of Urban Development, Planning Division: If approved, staff recommends 4 adults / 2 vehicles based on existing driveway /off-street parking and occupancy as it relates to parking.

Office of Urban Development, Codes and Development Services Division: No violations found or complaints received.

Office of Urban Development, Building and Inspections Division: No comment

Office of the City Engineer: No comment

Fire and Rescue Department, Fire Administration: No comment

# Short-Term Rental Application

This application is for a request to the Zoning Board of Adjustment to approve a Special Exception to operate a short-term rental.

## Property Information:

**Site Address:**

4 The Knoll, Tuscaloosa, Alabama 35404

**Property Owner Name:**

Garrett Bullock

**Property Owner Address (if different than site address):**

**Numer of Bedrooms:**

2

**Number of Bathrooms:**

1

**Total Square Footage of Residence:**

1034

**Is this the Owner's Primary Residence?**

No

**If yes, where will the property owner stay when the home is being rented? If no, please explain how this property will be used when it is not being rented on a short-term basis.**

**Untitled**

The home will be rented to transient workers, individuals/families relocating, and parents visiting.

## Applicant Information:

**Applicant Name:**

Garrett Bullock

**Applicant Address:**

13869 Glen Park Ave, Northport, Alabama 35475

## Supplemental Information:

**On-street parking is prohibited while the dwelling is being rented on a short-term basis. Parking must be located on driveways or within a parking area on the property. No more than two vehicles may be parked tandem (one vehicle behind**

the other). Typically, two adults are allowed per vehicle.

**How many vehicles are you requesting to park in your driveway or designated parking area during the short-term rental? How many adults are you requesting to rent to at one time?**

**Untitled**

Requesting 2 vehicles and 4 adults staying.

**Who will be the primary contact in case of an emergency? Where are they located in relation to the property? Will they be available 24 hours a day?**

**Untitled**

Primary Contact: Garrett Bullock, 12 miles away and will be available 24 hours per day.

**What is the petitioner's experience managing short-term rentals? (ex. how many properties, location, any issues, etc.)**

**Untitled**

Petitioner has been owning/managing two short term rentals since 2022. I have had no issues since being granted a STR license in 2022.

**What security measures are in place for renters to prevent violations of City ordinances and protect the neighborhood? (ex. cameras, keypad locks, noise detection systems, etc.) Attach a copy of your rules and regulations for renters along with this application at the bottom of the form.**

**Untitled**

I have a doorbell camera, electronic key pads to know when guest are entering and exiting the home. I also have a noise detection system to ensure guest do not disturb the neighbors.

## **Supporting Documents:**

### **Rules and Regulations:**

STR Rules and regulations.pdf

### **Photos of Parking Area:**

Drive way picture.pdf

### **Additional Documents:**

ZBA petition.pdf

business license application.pdf

Drivers license.pdf

Umbrella policy.pdf

Home Inspection.pdf



# RENTAL PROPERTY RULES OF CONDUCT

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TENANT NAME: \_\_\_\_\_

TENANT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

This addendum to the rental agreement executed between the parties contains additional rules and regulations intended to help secure the comfort and safety of residents and their neighbors.

## **ALTERATIONS:**

Tenant shall not make any alterations to the premises, including but not limited to installing arials, lighting fixtures, dishwashers, washing machines, dryers or other items without first obtaining written permission from Landlord: provided, however, that notwithstanding such consent, all alterations including items affixed to the premises shall become the property of the Lessor upon termination of the lease.

Tenant shall not change or install locks, paint, or wallpaper said premises without Landlord's prior written consent, Tenant shall not place placards, signs, or other exhibits in a window or any other place where they can be viewed by other residents or by the general public.

## **AMENITIES:**

The following checked items are furnished by Management as a courtesy to Tenant and are not to be construed in any manner as a part of the rental paid by the Tenant:

☐ Refrigerator   ☐ Stove/oven   ☐ Dish Washer   ☐ Washer   ☐ Dryer  
☐ Microwave   ☐ Ceiling Fan(s)   ☐ Window Coverings

## **ANIMALS:**

Birds, dogs, cats, reptiles or other animals will not be permitted in, upon or about the premises without the express prior written consent of the property owner. Consent, if given, shall be revocable by the property owner at any time.

## **ANTENNAS:**

Any antenna or satellite dish placed on or attached on the roof or exterior walls of the building without consent of the property owner in writing is liable to removal without notice.

## **BALCONIES/PATIOS:**

Private balconies and patios are not intended for storage. Bicycles and patio furniture are the only items that may be placed or stored on the balcony or patio. Other personal items, including, but not limited to boxes and general clutter, must be stored elsewhere or disposed of properly.

## **CLEANING AND DAMAGE DEPOSIT:**

A \$\_\_\_\_\_ cleaning charge may be deducted if the rental property is not returned clean, including appliances and carpet. Other necessary repair, painting or damage charges may be deducted from deposit. If the property owner must perform painting, carpet cleaning, or other cleaning within the initial one-year lease term, the tenant will be responsible for any costs incurred

**COMBUSTIBLE AND PROHIBITED SUBSTANCES:**

Neither the tenant nor any of the tenant's agents, employees, licensees or visitors shall at any time bring into or keep upon the demised premises any flammable, combustible or explosive fluid, material, chemical or substance.

**COURTESY:**

Profane, obscene, loud or boisterous language, or unseemly behavior and conduct are absolutely prohibited. The tenant agrees to not permit to be done, anything that will annoy, harass, embarrass, or inconvenience any other tenants, neighbors or occupants in adjoining premises.

**DISTURBANCES:**

At all times during the lease term, residents shall conduct themselves, and require other persons on the Premises with their consent to conduct themselves, in a manner that does not unreasonably disturb his neighbors or constitute a breach of the peace. Tenants shall not make or permit any disturbing noises in the building by a tenant or tenant's family, employees, agents, visitors or licensees, nor do or permit any thing by such persons that will interfere with the rights, comforts or convenience of other residents. Residents shall not play or allow to be played, any musical instrument or operate audio-visual equipment in the demised premises, or on the exterior of said premises, if disturbs or annoys other occupants of the building.

**DRUG-FREE HOUSING:**

Drug-related criminal activity will not be tolerated on or near the property, whether on the part of the tenant, any member of the household, any guest or any other person. Acts of violence or threats of violence, including but not limited to, brandishing weapons or the unlawful discharge of firearms, on or near the property will not be tolerated. The parties agree that violation of any or all of these provisions shall be a material violation of the lease and will be cause for immediate termination of the lease.

**EXTERIOR:**

Nothing shall be placed or kept on the outer sill or on the outside of any window, and nothing shall be thrown out of any window, door or from any porch into any attached court, yard, sidewalk or alley. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the demised premises, without prior written consent of the property owner. Garbage cans, supplies, or other articles shall not be placed in the halls or on the staircase landings, nor shall anything be hung from the windows or balconies or placed upon the windowsills. No linens, clothing, curtains, rugs or mops shall be shaken or hung from any of the windows or doors.

**GARBAGE:**

No garbage or other refuse shall be stored or allowed to accumulate on the premises for extended periods of time. No garbage shall be thrown out of windows, doors or from any other part of the property. All garbage and refuse shall be disposed of in a timely manner in places and dumpsters provided by the landlord or municipality.

**HEATING & COOLING:**

Only persons employed by the property owner or his agents shall operate, or have anything to do with any heating plant on the premises. The tenant shall not install or use any electrical or other type of space heater without the express prior written consent of the property owner. The tenant shall not use cooking appliances to heat the premises. Lessor provides routine heating and cooling

checks and changes of filters. Property owner reserves the right to access during normal business hours to conduct routine, preventative maintenance on heating and cooling equipment.

**ILLEGAL ACTIVITY:**

If the landlord observes any activity of a suspicious nature on the part of the tenant, employees, guests or family members of the tenant in the leased premises, or any areas adjoining the premises, the landlord shall inform the police and the activity may be cause for immediate termination of the lease. Illegal activities on the premises will not be tolerated. Any arrest of a tenant, or guests of the tenant or suspicion of any illegal activity, regardless of whether it results in a conviction, may be cause for termination of tenancy.

**KEYS:**

Keys shall be provided upon payment of the first month's rent and security deposits, and shall be deemed a part of this Agreement. The tenant shall not change, reproduce or add any keys and/or locks without the express prior permission of the property owner. The tenant shall provide the property owner with copies of every key for the premises.

If the tenant shall lose the keys to the apartment, then he shall be responsible for a fee of \$\_\_\_\_\_ in addition to cost of replacement keys or locksmith charges.

**LIGHT BULBS:**

Before occupancy of the rental property, all light bulbs will be installed and in good working order. Thereafter, tenants are required to provide and change all bulbs within or switch controlled from their premises, no matter where located, at their own expense.

**LOCKOUT:**

In the event that the tenant locks themselves out of their premises, they may obtain a key from the property owner at a time convenient to the owner. The tenant must pay for any damage to the property as a result of a lockout

**LOITERING AND USE PUBLIC AREAS:**

No person shall congregate, lounge, play, sit, or unnecessarily obstruct any of the common areas. The sidewalks, entrances, passages, courts, vestibules, stairways, corridors and halls must not be obstructed or encumbered or used for a purpose other than ingress and egress to and from the demised premises. No baby carriages, vehicles, bicycles or portable barbecues shall be allowed to stand in the halls, passageways, porches or courts of the building. Children shall not play in any common areas not designated as play areas.

**MOVING AND/OR DAILY MOVEMENT:**

All tenant property and equipment shall be brought into and taken from the premises through the rear entrance when possible, and nothing shall be permitted to remain in any public areas.

**OCCUPANCY:**

Only occupants listed on the application for tenancy and lease shall occupy the rental property. Any deviation from this requirement will automatically terminate the lease/rental agreement. Under this agreement, an occupant is defined as anyone who spends more than five nights in the property during any one-month period.

**PET CLEANING AND PET DEPOSIT :**

Property owner reserves the right to require a \$\_\_\_\_\_ pet deposit. Tenant agrees to allow property owner to deduct the full cost of carpet cleaning, pest extermination and air freshener from the deposit. Tenant agrees to return apartment and yard without damages and in original

condition. Property owner reserves the right to periodically inspect tenant's apartment and if any damage has occurred, tenant agrees to immediately vacate premises and the lease shall be terminated.

**PLUMBING:**

The toilets, washbasins, sink; disposal and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed. No sweeping, rubbish, rags or other substances shall be thrown therein. The cost to repair damages or clean drain lines resulting from the misuse of fixtures in the demised premises shall be borne by the resident. The tenant shall keep the sink, lavatory drains and commode lines in good operating condition.

**REPAIRS:**

Tenant agrees to notify property owner immediately and follow up in writing of any necessary repairs or unsafe condition of any kind within the rental property or common areas.

**SIGNS:**

No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by tenant or tenant's family, on any part of the outside or inside of the demised premises or the building without prior written consent of the property owner.

**WATER BEDS, FISH TANKS, AND OTHER LARGE LIQUID CONTAINERS:**

Water beds or fish tanks or other liquid containers over 10 gallons in capacity shall not be allowed in the apartment without the express prior written consent of the property owner. If consent is provided, tenant shall be fully responsible for any water damage that may occur to the premises.

**OTHER SPECIAL AGREEMENTS** (as written below)

Property owner reserves the right to amend or revoke rules or regulations, in whole or part, or to adopt new ones, at anytime or from time to time, and all such amendments, revocations, or new rules shall become a part of this lease/rental agreement as of their effective date.

Violation of the rules and regulations, or any part of them, will be just cause to invoke the remedies provided for in the lease/rental agreement. Any notice regarding amending or revoking any of the rules and regulations in whole or in part, or to adopt new ones, shall be effective upon notice delivered to the tenant, or, if necessary, posted in a place likely to be seen by the tenant.

Please sign your name in the space provided below as an indication that you have received a copy of the aforementioned rules and regulations, and that you have reviewed and understand them.

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_

TENANT: \_\_\_\_\_ DATE: \_\_\_\_\_









## 4 The Knoll

1 inch = 50 feet  
0 25 50 75 100 Feet

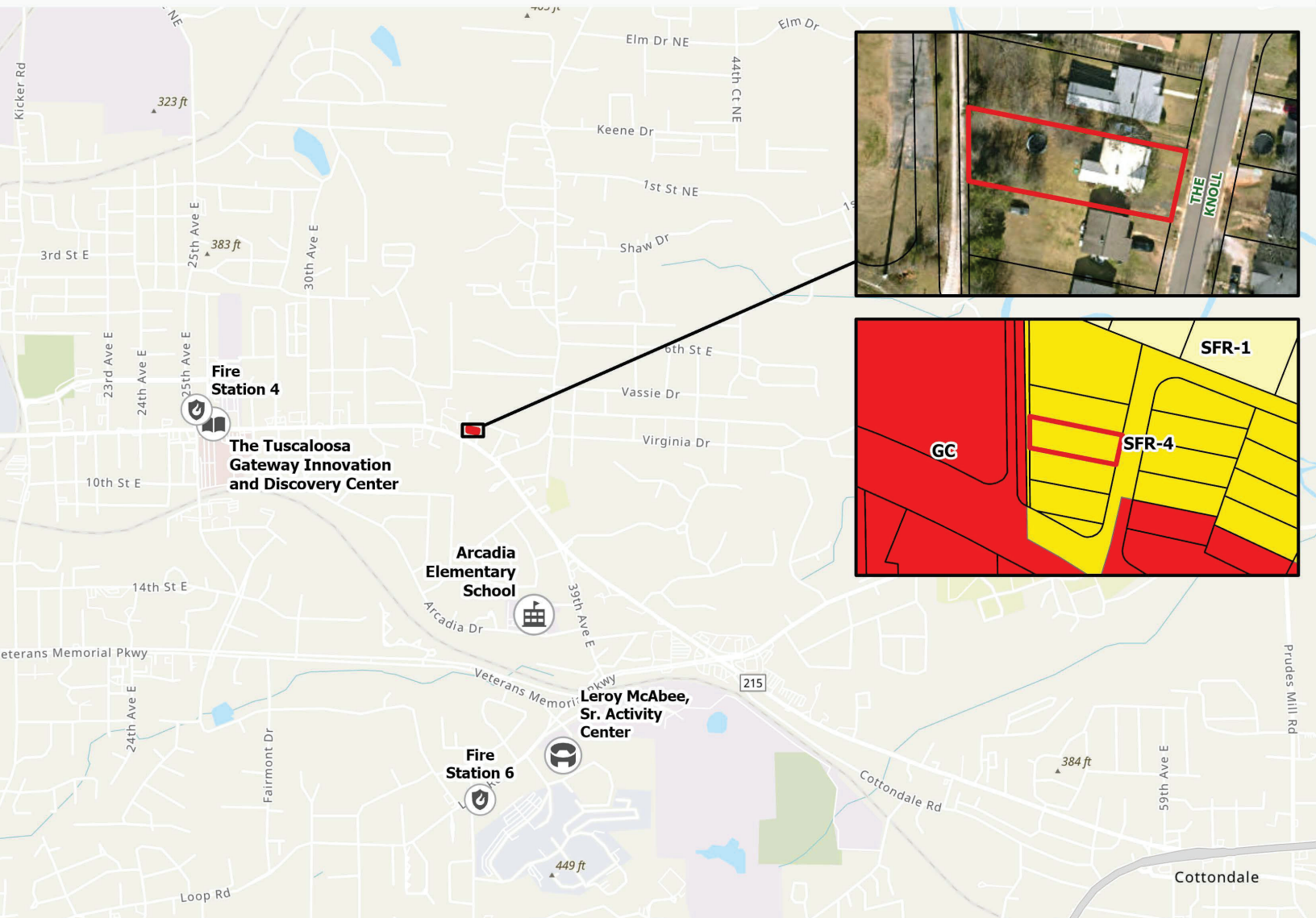






## 4 The Knoll

0 875 1,750 2,625 3,500 Feet







## 4 The Knoll

1 inch = 350 feet

0 200 400 600 800

