



BOARD OF COUNTY COMMISSIONERS

Planning and Development

2725 Judge Fran Jamieson Way
Building A, Room 114
Viera, Florida 32940
(321) 633-2070 Phone

VARIANCE HARDSHIP WORKSHEET

per Richard 9/5/2025

Is the variance request due to a Code Enforcement action:

☒ Yes

☐ No

If yes, please indicate the case number and the name of the contractor:

Case Number: 25CE-01207

Contractor: _____

A variance may be granted when it will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary and undue hardship. The term "undue hardship" has a specific legal definition in this context and essentially means that without the requested variance, the applicant will have no reasonable use of the subject property under existing development regulations. Personal medical reasons shall not be considered as grounds for establishing undue hardship sufficient to qualify an applicant for a variance. Economic reasons may be considered only in instances where a landowner cannot yield a reasonable use and/or reasonable return under the existing land development regulations. You have the right to consult a private attorney for assistance.

In order to authorize any variance from the terms of this chapter, the Board of Adjustment shall find all of the following factors to exist:

1. That special conditions and circumstances exist which are not applicable to other lands, structures, or buildings in the applicable zoning classification.

Applicant Response:

Seven variances, five of which are based
We are requesting ~~four~~ *seven* variances based on pre-existing conditions that have remained unchanged for a minimum of sixteen years. The first variance is the setback from the street which is 24.6ft versus the 25ft required. The front distance has not changed since construction in 1957. The second and third setbacks are for the property line on the west side. The carport roof extension occurred in 2009 with setback of 2.7ft from the roof extension and pavers and the property line. The garage building has a setback of 5.4ft versus 7.5ft. The fourth setback is the distance between the two buildings which are 9.7 ft. versus 15 ft for approximately 30% of the area of overlap between the two buildings. Strict enforcement of the 15-foot rule would compel us to demolish or relocate one of the structures, creating an undue hardship that is neither self-created nor envisioned by today's zoning regulations.
Additional variances are being applied for. The fifth variance is for a
size difference in the required minimum size of 600ft and the actual
size is 512ft for the additional living space.
Variances six and seven are for the new storage shed to the rear
of the living space.

2. That the special conditions and circumstances do not result from the actions of the applicant.

Applicant Response:

From December 31, 1969 until February 24, 1994 I resided at 226 McKinley Avenue, Cocoa Beach FL 3293 as a co-owner and spouse of David M. Jackson. At that time, I moved out and began a period of separation that culminated in our divorce on January 4, 1995. In the divorce settlement David Jackson received full ownership of the McKinley Avenue house. I was, however, still on the Deed along with David M. Jackson until December 3, 2007, when a quit claim deed I signed on the property was filed. The original house was built in 1957 with three bedrooms and two bathrooms. We purchased the home in 1969. The House was a two-bedroom two bath home when we bought it. There was a building in the back of the main house that had an attached storage shed at the west end that was on a concrete pad that extended the full length of the building from north to south. This building used as workshop and storage area. The concrete pad at the east end of the building had a square fishpond in it that had been filled with dirt. The prior owner had created a large master bedroom by combining the two bedrooms in the back of the house into one room. In the early 1980s we added four bedrooms around the back north and east sides of the building. We also extended the block walls up to the eaves in the porch at the front of the house in the early 1970s and opened it up to the living room area. This was the extent of modifications to the house when I resided there. At some point after my departure the building to the rear of the house was demolished and replaced using the same foundation. The additional storage shed was replaced with one that spanned only half of the concrete foundation towards the south of the building. Between 2007 and 2009 the roof line over the carport was extended to cover an area of pavers to the west of the house. This modification was the last to the footprint of the house and outbuildings from 1969 until our purchase of the house on August 8, 2025. My daughters Rosemary Todd and Sarah Rosario purchased the house from their father's widow Marie Hood Jackson in 2023. We purchased the house in August of 2025.

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by the provisions of this chapter to other lands, buildings, or structures in the identical zoning classification.

Applicant Response:

The variances requested are based on existing building locations which have been in existence for a minimum of sixteen years with the most recent change occurring between 2007 and 2009. The change in usage from one single dwelling unit to two separate single family dwelling units meet all other requirements for land use of the category and size. The units would remain as a single property with two dwellings for any future sale. This modification allows us to use this property as multigenerational housing with the smaller unit serving as the grandparent's vacation cottage

4. That literal enforcement of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the identical zoning classification under the provisions of this chapter and will constitute unnecessary and undue hardship on the applicant.

Applicant Response:

Strict enforcement of current setbacks and separation standards would force:

- o Demolition or relocation of structurally integral walls and foundations
- o Disruption of utilities, driveways, landscaping, and safe access
- o Economic burdens far exceeding the structures' reasonable value

These conditions were not created by the current owner and are inherent to the lot's original configuration. Compliance now would effectively erase long-standing, functional improvements that have operated safely and harmoniously within the neighborhood.

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Applicant Response:

No complaints or adverse effects have arisen in more than sixteen years of continuous use.

Emergency access, sight lines, drainage, and fire-safety measures remain fully functional around all encroachments and between the two buildings.

The structures complement the streetscape and do not impair public health, safety, or welfare.

6. That the granting of the variance will be in harmony with the general intent and purpose of this chapter and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Applicant Response:

Enforcing today's strict setbacks and separation would impose an unreasonable and unanticipated hardship on this property—one that zoning codes were never intended to create. Granting these variances preserves existing improvements, maintains neighborhood character, and poses no risk to adjoining properties or public interests.

I fully understand that all of the above conditions apply to the consideration of a variance and that each of these conditions have been discussed with me by a Planning and Development representative. I am fully aware it is my responsibility to prove complete compliance with the aforementioned criteria.



Signature of Applicant



Signature of Planner