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## Board of Zoning Appeals

240 Columbus Ave  
Sandusky, Ohio 44870

419.627.5715

[www.cityofsandusky.com](http://www.cityofsandusky.com)

### Agenda

April 15, 2021

4:30 pm

Virtual Meeting via Microsoft Teams and  
Live Streamed on [www.Yououtube.com/CityofSanduskyOH](https://www.Yououtube.com/CityofSanduskyOH)

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1. Meeting called to order – Roll Call
2. Review of minutes from the February 18, 2021 meeting
3. Swear in audience and staff members that will offer testimony on any agenda items
4. Adjudication hearing to consider the following:
  - **412 Bay Breeze Dr.– Area Variance**  
A variance to Zoning Code Section 1129.03 to allow construction of a single-family home that encroaches into the required rear yard on an irregular lot, in accordance with Section 1145.13. The property is located in a RMF Multi-Family zoning district.
  - **1017 Shelby St.– Area Variance**  
A variance to Zoning Code Section 1145.17(g)(1) to allow construction of a 6 foot fence in the side yard. The Code requires fences to be no more than 4 feet in side yards. The property is located in a R1-40 Single-Family zoning district.
5. Other Business
6. Adjournment

Next Meeting: May 20, 2021

Please notify staff at least 2 days in advance of the meeting if you cannot attend.

Board of Zoning Appeals  
February 18, 2021  
Minutes

**Meeting called to order:**

Chairman John Feick called the meeting to order at 4:30pm. The meeting took place virtually via Microsoft Teams. The following voting members were present: Dr. William Semans, Mr. Dan Delahunt, and Mr. Gregg Peugeot. Mr. Thomas Horsman represented the Planning Department and Mr. Brendan Heil represented the Law Department. City Commission liaison Dave Waddington and clerk Kristen Barone were also present.

**Review of minutes from January 21, 2021:**

Dr. Semans moved to approve the minutes as submitted and Mr. Delahunt seconded the motion. All members were in favor of the motion and the minutes were approved.

**Swear in of audience and staff members that will offer testimony on any agenda items:**

Mr. Feick swore in everyone wishing to do so.

**Adjudication Hearing:**

Mr. Horsman introduced to the board an application for an area variance for 1225 Cedar Point Road, to allow an addition to a single-family home with a 5.97 foot side yard setback whereas the code requires 7.63 feet. He said that staff did send out notices to surrounding property owners as required, and did not receive any comments back. Staff also does not have any objections to the proposed variance. Applicant Mr. Heilberger stated that this variance would allow for him to add a garage big enough to store his motor home and a boat that currently sit in the front yard. Mr. Delahunt made a motion to approve the application and Dr. Semans seconded. All voting members were in favor and the variance was approved.

**Other Business:**

Dr. Semans asked if there has been any further discussion on the possible time change for future meetings. Mr. Horsman stated that there has not. Mr. Feick stated that since all members at the last meeting preferred to keep the start time the same, that meetings will continue to start at 4:30pm.

**Adjournment:**

Dr. Semans moved to adjourn the meeting and Mr. Delahunt seconded the motion. The meeting was adjourned at 4:45pm.

**APPROVED:**

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Kristen Barone, Clerk

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John Feick, Chairman

# BOARD OF ZONING APPEALS REPORT

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APPLICATION FOR AN AREA VARIANCE TO ALLOW  
CONSTRUCTION OF A SINGLE-FAMILY HOME THAT  
ENCROACHES INTO THE REQUIRED REAR YARD ON  
AN IRREGULAR LOT AT 412 BAY BREEZE DRIVE

Reference Number: PVAR21-0002

Date of Report: April 9, 2021

Report Author: Tom Horsman



## City of Sandusky, Ohio Board of Zoning Appeals Report

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### BACKGROUND INFORMATION

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Applicant/Owner: Joseph & Barbara Groscost  
1203 Shelby St.  
Sandusky, OH 44870

Site Location: 412 Bay Breeze Dr. (Parcel 59-00868.041)  
Sandusky, OH 44870

Zoning: RMF Multi-Family Residential

Surrounding Zoning: R1-40 Single Family Residential

Surrounding Uses: Residential

Existing Use: Vacant Lot

Proposed Use: Side yard and rear yard

Applicable Plans & Regulations: City of Sandusky Zoning Code Sections 1129.03 & 1145.13

Variance Requested: 1) A variance to allow construction of a single-family home that encroaches into the required rear yard on an irregular lot, in accordance with Section 1145.13

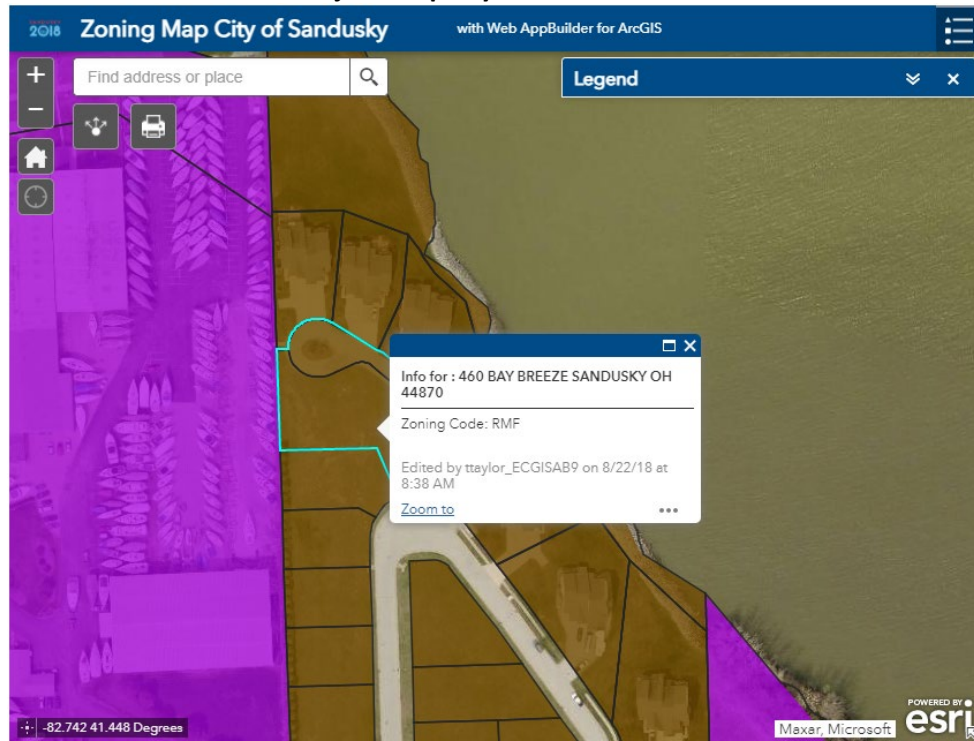


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## SITE DESCRIPTION

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### Subject Property Outlined in Blue



### Aerial View



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#### DEPARTMENT OF PLANNING COMMENTS

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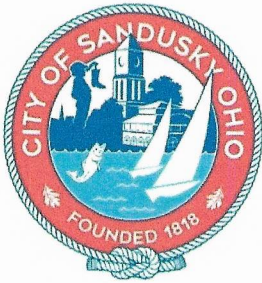
The applicants are proposing to build a single story house on parcel 59-00868.041 off Bay Breeze Drive. Due to the lot's irregular shape, the proposed house would encroach into the required rear yard. Section 1145.13 of the Zoning Code allows the Board of Zoning Appeals to make modifications to the required yard regulations for irregular lots.

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#### CONCLUSION/RECOMMENDATION

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In conclusion, Planning staff has no objection to the requested variance.



## **BOARD of ZONING APPEALS**

### *Application for a Zoning Variance*

Department of Planning  
240 Columbus Ave  
Sandusky, Ohio 44870  
419.627.5891  
[www.cityofsandusky.com](http://www.cityofsandusky.com)

### **Instructions to Applicants**

**MEETINGS:** 3<sup>rd</sup> Thursday of each month at 4:30 P.M.\* – City Commission Chamber, First Floor of City Hall.

*\*Meeting dates are subject to change. Please check [www.cityofsandusky.com/BZA](http://www.cityofsandusky.com/BZA) for an updated schedule.*

**DUE DATE FOR SUBMITTALS:** Applications are due by 5:00 P.M. on the date of the preceding month's Board of Zoning Appeals meeting.

**WHO MUST ATTEND:** The property owner, or the authorized agent of the owner, must be present at the BZA meeting for all variance requests.

**APPLICATION FEE:** \$100

**SUBMISSION REQUIREMENTS:** Please provide either a hard copy or electronic copy of the following:

- 1) Completed application
- 2) Copy of a site plan (drawn to scale and dimensioned) which shows the following items (as applicable):
  - a) Property boundary lines
  - b) Building(s) location
  - c) Driveway and parking area locations
  - d) Location of fences, walls, retaining walls
  - e) Proposed development (additions, fences, buildings, etc.)
  - f) Elevation drawings for height variances
  - g) Setbacks from lot lines for existing & proposed construction
  - h) Location of other pertinent items (signs, outdoor storage areas, gasoline pump islands, etc.)

**Please note that the granting of a variance is not a Building Permit. A separate Building Permit must be issued prior to all construction.**

Submit application and materials to:

City of Sandusky  
Department of Planning  
240 Columbus Ave.  
Sandusky, OH 44870

Contact Thomas Horsman, Assistant Planner, at 419-627-5715 or [thorsman@ci.sandusky.oh.us](mailto:thorsman@ci.sandusky.oh.us) with any questions



## Application for Board of Zoning Appeals

### STAFF USE ONLY:

Filing Date: \_\_\_\_\_ Hearing Date: \_\_\_\_\_ Reference Number: \_\_\_\_\_

Address of Property (or parcel number) for Variance Request: BAY BREEZE DR

Name of Property Owner: JOSEPH + BARBARA GROSCOST

Mailing Address of Property Owner: 444 B BAY BREEZE DR

City: SANDUSKY State: OHIO Zip: 44870

Telephone #: 419-503-2777 Email: bjgroscost@outlook.com

If same as above check here ☒

Name of Applicant: \_\_\_\_\_

Mailing Address of Applicant: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Proposal:

Parcel: 59-00868.041

Variance Requested:

REAR YARD VARIANCE (SET BACK)

Section(s) of Zoning Code: 1129.14

Barbara J. Groscost 3-19-2021  
Signature of Property Owner Date

\_\_\_\_\_  
Signature of Authorized Agent Date

APPLICATION #BZA-001

## PRACTICAL DIFFICULTIES

(For ALL variance requests)

According to Chapter 1111.06(c)(1) of the Sandusky Code of Ordinances, the Board of Zoning Appeals must determine that a "practical difficulty" exists in order to approve a variance. The Board must consider the following factors. Please completely fill out all sections:

- 1) Would the variance be substantial?

NO

- 2) Would the variance substantially alter the character of the neighborhood or would adjoining property owners suffer a substantial detriment because of the variance?

NO

- 3) Would the variance adversely affect the delivery of government services (e.g. water, sewer, fire, police)?

NO

- 4) Was the property purchased with the knowledge of the zoning restrictions?

purchase of lot is contingent on receiving the variance

- 5) Can the property owner's predicament be resolved through some method other than a variance?

the lot shape is very irregular

- 6) Would the spirit and intent behind the zoning requirement would be observed and substantial justice done by the granting of the variance?

Yes -

- 7) Would the property yield a reasonable return or can there be a beneficial use of the property without a variance?

NO

- 8) Would the granting of the variance be contrary to the general purpose, intent and objective of the Zoning Code or other adopted plans of the City?

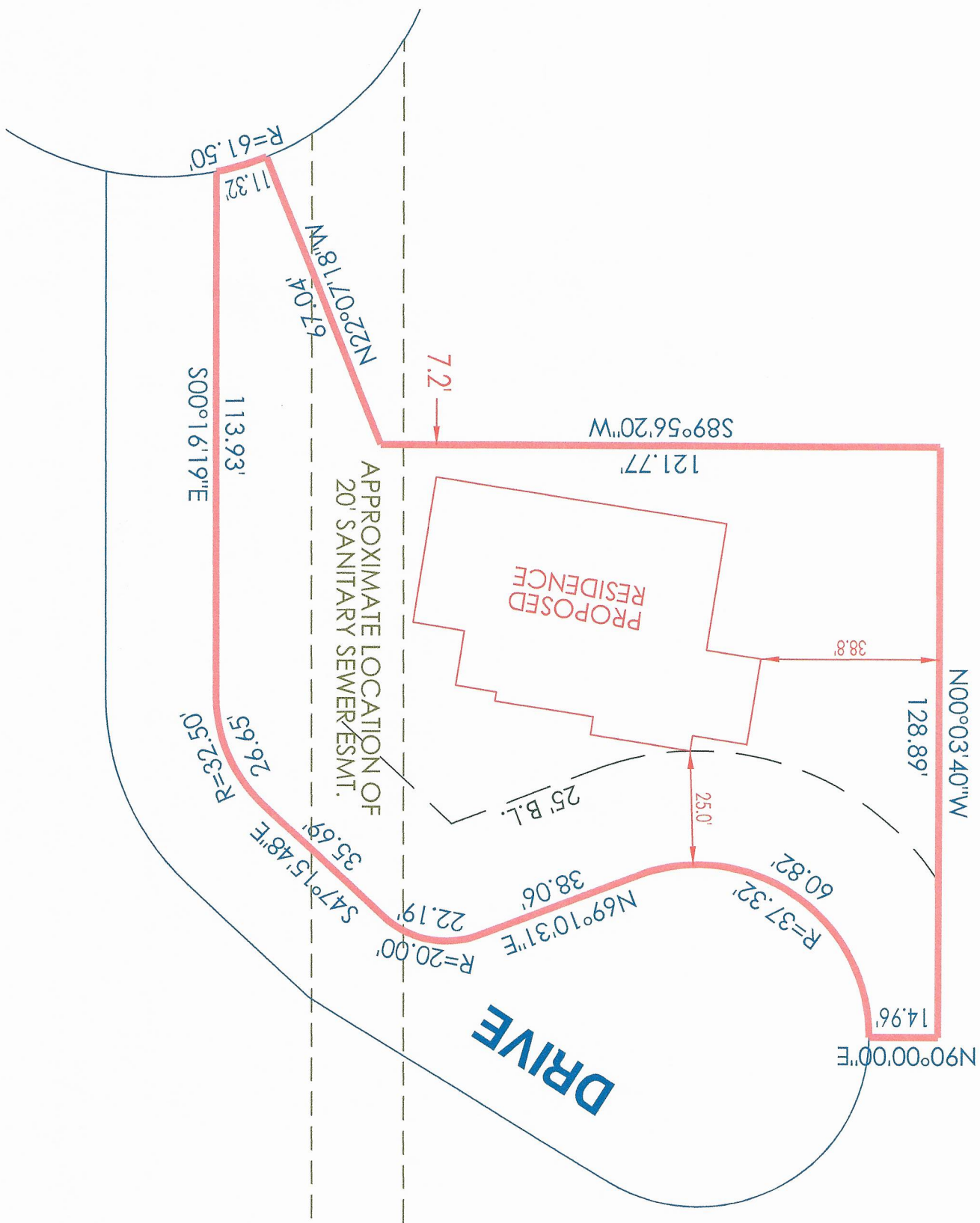
NO

## UNNECESSARY HARDSHIP

(ONLY for variance requests involving a use of the property that is not permitted by the Zoning Code)

According to Chapter 1111.06(c)(2) of the Sandusky Code of Ordinances, the Board of Zoning Appeals must determine that an "unnecessary hardship" exists in order to approve a use variance. The Board must determine that ALL of the following conditions have been met. Please completely fill out all sections:

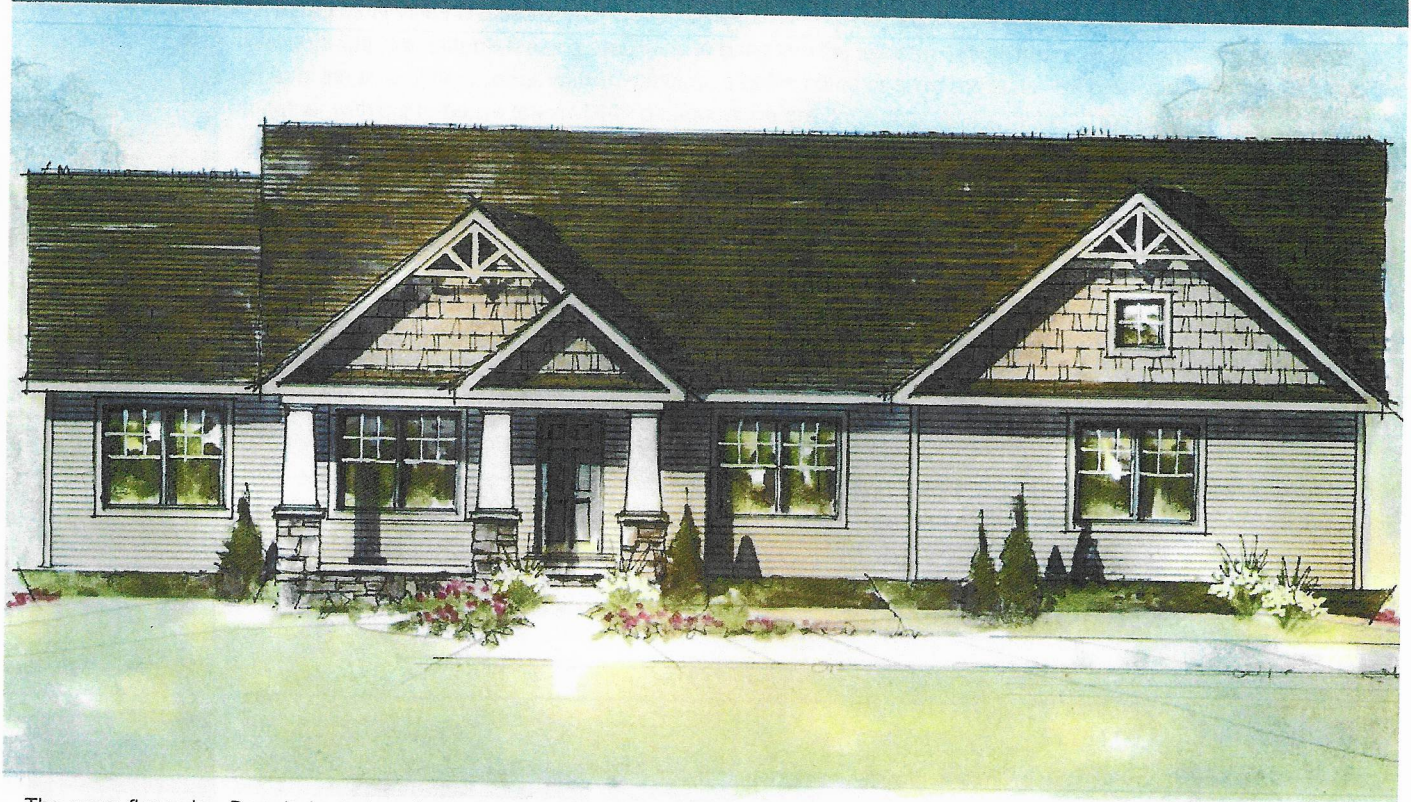
- 1) Does the variance request arises from such a condition which is unique and which is not ordinarily found in the same zoning district; and is created by the Zoning Code and not be an action or actions of the property owner or the applicant?
- 2) Would the granting of the variance will adversely affect the rights of the adjacent property owners or residents?  
NO
- 3) Does the strict application of the Zoning Code of which the variance is requested constitute unnecessary hardship upon the property owner or the applicant?
- 4) That the variance desired will not adversely affect the public health, safety, morals or general welfare.
- 5) That the granting of the variance desired will not be opposed to the general spirit and intent of the Zoning Ordinance





BEVERLY CRAFTSMAN 2149 Sq.Ft.

\$270,473



The open floor plan Beverly is designed around where life is most lived - the great room, kitchen and morning room. The dining room is conveniently attached to the kitchen making entertaining a breeze. And the huge owner's retreat is tucked away on the opposite side of the home. Expansive walk-in closets and a huge laundry room are just a few other features you'll love.

**PURCHASER**

Barbara Groscost  
(419) 503-2777  
bjgroscost@outlook.com

**BUILD ADDRESS**

Bay Breeze Dr.  
Sandusky, OH  
Erie, Erie

**NEW HOME CONSULTANT**

Krysten Brown  
1895 Township Road 405  
Jeromesville, OH 44840  
567-369-4160  
kbrown@schumacherhomes.com

**We thank you for taking the time to discuss the details of your brand new home.**

We've created a unique space for you to see and touch every finish for your home featuring the most high performing and current materials and trends in Home Building today all under one roof. We will guide you through the process and help make it fun and exciting.

We want you to feel in control of the entire process. Every option has been individually itemized on your Schumacher Custom Home quote so you can easily understand where each dollar is going. We look forward to working with you to build a home that fits your lifestyle and budget while bringing you enjoyment for years to come. If you have any questions please call any time.



# REAL ESTATE PURCHASE AGREEMENT

This real estate purchase agreement ("Agreement") is entered into by and among **West Cove Condominiums Owners Association, Inc.**, 452A Bay Breeze Dr., Sandusky, Ohio, 44870 ("Seller"), and **Barbara J. Groscost and Joseph K. Groscost** (collectively "**Purchaser**"). Seller and Purchaser may be individually referenced herein as "Party" or collectively as "Parties."

## Recitals:

- A. Seller is the owner of a parcel of real estate, Erie County Auditor's permanent parcel number 59-00868.041, consisting of an empty lot parcel in Seller's Condominium Association, located in the city of Sandusky, County of Erie, and State of Ohio, which parcel is more fully and accurately described in the attached **EXHIBIT A** and is commonly known as Bay Breeze, Sandusky, OH 44870 ("**Premises**").
- B. Seller desires to sell the Premises and Purchaser desires to purchase the Premises, on the terms and conditions set forth below.

## Provisions:

In consideration of the promises set forth herein, the receipt and sufficiency of which is hereby acknowledged by the Parties, intending to be legally bound, it is as follows:

- 1. **Purchase Price** – Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, the Premises for the purchase price of \$17,000.00 ("**Purchase Price**"). Purchaser shall pay Seller earnest money in the amount of \$250.00 upon the execution of this Agreement ("**Earnest Money Payment**"). Said Earnest Money Payment shall be credited toward the Purchase Price, but will be forfeited by the Purchaser, should Purchaser be unable to fully and timely fulfill its obligations herein.
- 2. **Deed and Title** – At closing, Seller shall deliver to the Purchaser a warranty deed for the Premises, subject only to easements, restrictions, leases, zoning regulations, condominium association rules and by-laws, and rights-of-way of record, including, without limitation, the deed restrictions as evidenced in **EXHIBIT B**. Seller shall convey to the Purchaser a marketable title in accordance with the terms and standards set forth by the Ohio State Bar Association, and subject to the matters as set forth above.

In the event Seller is not capable of delivering a marketable title pursuant to the standards as set forth above, then and in that event, Seller shall have 30 days after notification of any defect in the title to the Premises to correct the same and to complete this contract as set forth herein. In the event that Seller is not able to correct said defect within said time, then and in that event, this Agreement shall become null and void, and both Parties shall be released from any further obligations under the terms of this Agreement.

Title shall be transferred into the name of **Barbara J. Groscost and Joseph K. Groscost**, joint and survivor.



3. **Closing** – Closing of this transaction shall occur on or before March 31, 2021, at Sandusky, OH or at another time and place the Parties agree to in writing. Time is of the essence.
4. **Possession** – Possession of the Premises shall be given upon delivery of the warranty deed as set forth above.
5. **Allocation of Fees and Costs** –
  - A. Seller shall be responsible for the following costs:
    - i. The cost of preparing this Agreement (\$175.00);
    - ii. The cost of deed preparation (total cost of \$150.00);
    - iii. ½ the survey costs or costs related to correcting the legal description of the premises, if a survey of the Premises is required by the Erie County Engineer or corrective legal description language is required per the Erie County Tax Maps;
    - iv. Erie County Auditor's conveyance fee;
    - v. Real estate taxes as set forth in Section 6 below; and
    - vi. Seller's attorney's fees, if any.
  - B. The Purchaser shall be responsible for all other costs, including, without limitation:
    - i. Real estate taxes and assessments in accordance with Section 6 below;
    - ii. All costs of title examination;
    - iii. All the costs of title insurance or certification, if any;
    - iv. ½ the survey costs or costs related to correcting the legal description of the premises, if a survey of the Premises is required by the Erie County Engineer or corrective legal description language is required per the Erie County Tax Maps;
    - v. All financing costs, including origination fees, credit reports, or escrow fees, if any;
    - vi. Erie County Recorder recording fees;
    - vii. Erie County transfer fees;
    - viii. All the costs related to the closing agent's closing fee; and
    - ix. Purchaser's attorney fees, if any.
6. **Taxes** – Taxes upon the above described Premises will be divided and prorated as follows: Seller shall be responsible for all taxes and assessments through and including the date of closing. Purchaser shall be responsible for all other real estate taxes and assessments, beginning with the day after closing.

Purchaser acknowledges that tax and assessment prorations at closing are based upon previous year tax valuations. New assessments and tax increases due to recent improvements, recent voted millage, change in valuation, board of revision actions or roll backs, etc., may result in increased tax billings and/or additional tax amounts due.



Purchaser acknowledges and agrees that the purchase price reflects the Purchaser's assumption of such potential increased tax obligations.

7. **Remedies** – Except as specifically set forth by the terms of this Agreement, the failure of Purchaser to complete this Agreement for any reason other than as enumerated herein shall entitle Seller to retain the Earnest Money payment as set forth in paragraph 1, if any, as a liquidated damage, and not as a penalty without, however, limiting the right of Seller to pursue any other remedy as provided at law or in equity.
8. **Premises Sold "As Is"** – Purchaser acknowledges that the Premises is being sold "AS-IS." In executing this Agreement, Seller makes no express or implied representations or warranties as to the physical condition, quality of construction, workmanship, or fitness for any particular purpose of the Premises.
9. **Risk of Loss** – The risk of loss to the Premises and appurtenances from fire or other casualty shall be borne by Seller until closing, provided that if such Premises is substantially damaged or destroyed by fire or casualty prior to closing, Purchaser may (1) elect to proceed with the transaction, in which event Purchaser shall be entitled to all insurance money, if any, payable to Seller under any and all policies of insurance covering the Premises, or (2) elect to rescind the contract, in which event all parties hereto shall be released from all liability hereunder. Purchaser shall notify Seller in writing of Purchaser's election to rescind the contract within ten (10) days of Purchaser's receipt of written notification of the damage or destruction; failure of Purchaser to so notify Seller shall constitute an election to proceed with the transaction.
10. **Interpretation** – Whenever used and the context so admits, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
11. **Binding Effect** – The provisions of this Agreement shall be binding upon the executors, administrators, heirs and assigns of the Parties.
12. **Counterparts** – Any number of counterparts of this Agreement may be signed and delivered and each will be considered as an original and together they will constitute one agreement.
13. **Entire Agreement** – This Agreement constitutes the entire agreement between the Seller and the Purchaser, and supersedes all prior understandings, if any. The Recitals are incorporated by reference. There are no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution of this Agreement and none have been relied upon by either Party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless in writing and signed by both Parties

This Agreement is effective as of the date of the last signature set forth below.



**SELLER:**

\_\_\_\_\_  
**West Cove Condominiums Owners  
Association, Inc.**

By : \_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
*Date*

**PURCHASER:**

\_\_\_\_\_  
**Joseph K. Groscost**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
**Barbara J. Groscost**

\_\_\_\_\_  
*Date*



**EXHIBIT A**

Legal Description



## EXHIBIT A

Being part of lots 29 and 30 of Darling's survey of a 479 acre tract west of Mills Creek, as recorded in plat volume 1, page 14, Erie County plat records, situated in the City of Sandusky, Erie County, Ohio, and being more particularly described as follows:

Commencing at a 1 inch iron pin in monument box found marking the intersection of the centerline of Huron street (66ft. R/W) with the centerline of Monroe street (66ft. R/W);

Thence on an assumed bearing North 00 degrees 03 minutes 40 seconds West a distance of 483.01 feet along the centerline of Huron Street to a point;

Thence North 89 degrees 55 minutes 02 seconds East a distance of 33.00 feet to a 5/8 inch iron pin found on the east line of Huron Street marking the northwest corner of a tract of land deeded to Tuscarora Inc. as described in official record 394, page 554, Erie County deed records;

Thence North 00 degrees 03 minutes 40 seconds West a distance of 346.77 feet along the east line of Huron street to a 5/8 inch iron pin set marking the intersection of the east line of Huron street with the north line of Jefferson Street (50ft. R/W);

Thence North 86 degrees 45 minutes 50 seconds West a distance of 33.05 feet along the north line of Jefferson Street to a 5/8 inch iron pin set marking the southeast corner of a tract of land deeded to Hoty Enterprises as described in deed volume 547, page 3, Erie County deed records;

Thence North 00 degrees 03 minutes 40 seconds West a distance of 405.80 feet along the east line of said Hoty tract to a 5/8 inch iron pin set marking the Point of Beginning;

Thence continuing along the east line of said Hoty Tract North 00 degrees 03 minutes 40 seconds West a distance of 590.55 feet to a point on the existing shoreline of Sandusky Bay (elevation 573.40 international great lakes datum, 1985), passing over a 5/8 inch iron pin found at 467.15 feet;

Thence continuing along the existing shore line of Sandusky Bay the following described courses:

South 81 degrees 37 minutes 32 seconds East a distance of 13.28 feet to a point;

Thence South 76 degrees 13 minutes 05 seconds East a distance of 44.35 feet to a point;



Thence South 44 degrees 31 minutes 15 seconds East a distance of 13.79 feet to a point;  
Thence South 89 degrees 06 minutes 16 seconds East a distance of 11.56 feet to a point;  
Thence South 33 degrees 38 minutes 17 seconds East a distance of 23.28 feet to a point;  
Thence South 45 degrees 39 minutes 00 seconds East a distance of 26.78 feet to a point;  
Thence South 58 degrees 30 minutes 59 seconds East a distance of 17.92 feet to a point;  
Thence South 09 degrees 18 minutes 48 seconds West a distance of 15.15 feet to a point;  
Thence South 24 degrees 36 minutes 15 seconds East a distance of 20.05 feet to a point;  
Thence South 69 degrees 41 minutes 19 seconds East a distance of 14.15 feet to a point;  
Thence South 07 degrees 18 minutes 16 seconds East a distance of 20.98 feet to a point;  
Thence South 21 degrees 27 minutes 21 seconds East a distance of 20.24 feet to a point;  
Thence South 42 degrees 01 minute 35 seconds East a distance of 53.09 feet to a point;  
Thence South 08 degrees 07 minutes 53 seconds West a distance of 18.66 feet to a point;  
Thence South 11 degrees 15 minutes 24 seconds East a distance of 19.48 feet to a point;  
Thence South 56 degrees 05 minutes 53 seconds East a distance of 10.51 feet to a point;  
Thence South 02 degrees 20 minutes 32 seconds East a distance of 28.33 feet to a point;  
Thence South 12 degrees 26 minutes 16 seconds East a distance of 23.83 feet to a point;  
Thence South 01 degree 45 minutes 35 seconds East a distance of 25.29 feet to a point;  
Thence South 21 degrees 30 minutes 14 seconds West a distance of 41.79 feet to a point;  
Thence South 53 degrees 28 minutes 44 seconds East a distance of 38.68 feet to a point;  
Thence South 40 degrees 40 minutes 41 seconds East a distance of 27.93 feet to a point;  
Thence South 50 degrees 08 minutes 55 seconds East a distance of 39.09 feet to a point;



Thence South 10 degrees 21 minutes 34 seconds East a distance of 19.04 feet to a point;  
Thence South 15 degrees 58 minutes 18 seconds West a distance of 30.22 feet to a point;  
Thence South 13 degrees 31 minutes 40 seconds West a distance of 25.03 feet to a point;  
Thence South 17 degrees 24 minutes 59 seconds East a distance of 9.52 feet to a point;  
Thence South 53 degrees 21 minutes 42 seconds East a distance of 13.94 feet to a point;  
Thence South 39 degrees 00 minutes 45 seconds East a distance of 28.81 feet to a point;  
Thence South 35 degrees 54 minutes 30 seconds East a distance of 8.73 feet to a point;  
Thence South 24 degrees 46 minutes 47 seconds East a distance of 23.54 feet to a point;  
Thence South 42 degrees 05 minutes 26 seconds East a distance of 11.03 feet to a point;  
Thence North 73 degrees 33 minutes 05 seconds East a distance of 17.42 feet to a point;  
Thence South 43 degrees 53 minutes 46 seconds East a distance of 25.98 feet to a point;  
Thence North 70 degrees 10 minutes 51 seconds East a distance of 5.03 feet to a point;  
Thence South 81 degrees 34 minutes 53 seconds East a distance of 18.01 feet to a point;  
Thence South 63 degrees 30 minutes 19 seconds East a distance of 17.79 feet to a point;  
Thence South 41 degrees 24 minutes 42 seconds East a distance of 18.53 feet to a point;  
Thence South 28 degrees 12 minutes 47 seconds East a distance of 18.46 feet to a point;  
Thence South 16 degrees 45 minutes 39 seconds East a distance of 25.69 feet to a point;  
Thence South 02 degrees 41 minutes 45 seconds West a distance of 11.90 feet to a point;  
Thence South 38 degrees 23 minutes 47 seconds East a distance of 14.96 feet to a point;  
Thence South 27 degrees 28 minutes 42 seconds East a distance of 23.03 feet to a point;  
Thence South 18 degrees 57 minutes 24 seconds East a distance of 23.96 feet to a point;



Thence South 25 degrees 36 minutes 22 seconds East a distance of 26.97 feet to a point;

Thence South 53 degrees 45 minutes 35 seconds East a distance of 98.17 feet to a point on the westerly line of a tract of land deeded to the G & C Foundry Company as described in official record 298, page 570, Erie County deed records;

Thence South 00 degrees 03 minutes 40 seconds East a distance of 223.79 feet along the westerly line of said G & C Foundry tract to a 5/8 inch iron pin set;

Thence South 89 degrees 56 minutes 20 seconds West a distance of 108.45 feet to a 5/8 inch iron pin set on the easterly line of Bay Breeze Drive (50' R/W);

Thence North 00 degrees 03 seconds 40 minutes West a distance of 24.78 feet along the easterly line of Bay Breeze Drive to a 5/8 inch iron pin set on a concave curve to the left having a radius of 75.00 feet;

Thence continuing along the easterly line of Bay Breeze Drive following said curve a distance of 44.30 feet through a central angle of 33 degrees 50 minutes 45 seconds (chord bearing = North 16 degrees 59 minutes 03 seconds West, = chord distance 43.66 feet) to a 5/8 inch iron pin set;

Thence North 33 degrees 54 minutes 25 seconds West a distance of 184.78 feet along the northerly line of Bay Breeze Drive to a 5/8 inch iron pin set;

Thence continuing along the northerly line of Bay Breeze Drive North 36 degrees 20 minutes 32 seconds West a distance of 150.90 feet to a 5/8 inch iron pin set on a concave curve to the left having a radius of 61.50 feet;

Thence continuing along the northerly line of Bay Breeze Drive following said curve a distance of 81.34 feet through a central angle of 75 degrees 46 minutes 46 seconds (chord bearing = North 74 degrees 13 minutes 55 seconds West, = chord distance 75.54 feet) to a 5/8 inch iron pin set;

Thence North 22 degrees 07 minutes 18 seconds West a distance of 67.04 feet to a point;

Thence South 89 degrees 56 minutes 20 seconds West a distance of 121.77 feet to the Point of Beginning.

The above described tract contains an area of 4.6208 Acres more or less, and is subject to all highways, easements, and restrictions of record.



**EXCEPTING THEREFROM THE FOLLOWING:**

- 1) Building 444 Units A & B and Building 420 Units A & B of West Cove Condominiums as set forth in Original Declaration of Condominium Ownership filed as RN200406598.
- 2) Building 452 Units A & B of West Cove Condominiums as set forth in the First Amendment filed as RN200409951.
- 3) Building 428 Units A & B of West Cove Condominiums as set forth in the Second Amendment filed as RN200510832.
- 4) Building 436 Units A & B of West Cove Condominiums as set forth in the Third Amendment filed as RN200609359.
- 5) Building 468 Units A & B of West Cove Condominiums as set forth in the Fourth Amendment filed as RN200613122.
- 6) Building 460 Units A & B of West Cove Condominiums as set forth in the Fifth Amendment filed as RN201609123.

**SOUTHERN TITLE OF OHIO LTD.**

16-106

• SANDUSKY, OHIO 44870



**EXHIBIT B**

**Deed Restrictions**



RN 200315769 Page 1 of 5  
ERIE COUNTY OHIO RECORDER  
Tish Fraley 5/9/03 5P  
RECORDING FEE: 56.00  
CTS Date 08/11/2003 Time 10:36:48

DECLARATION OF RESTRICTIONS  
WEST COVE SUBDIVISION  
SANDUSKY, ERIE COUNTY, OHIO

This Declaration of Restrictions (the "Declaration") is made and entered into by RWS Development Company, an Ohio corporation of Sandusky, Ohio, hereinafter referred to as "RWS".

As used herein, "West Cove Subdivision" includes Lots 1-21, inclusive, on the final plat (the "Final Plat") approved by the Sandusky City Commission on July 14, 2003 and attached hereto as Exhibit A. *Plat Volume 43 pg 86*

WITNESSETH:

WHEREAS, this Declaration is intended to apply to lots 1-21 inclusive in West Cove Subdivision, Sandusky, Erie County, Ohio; and

WHEREAS, RWS will appoint an Architectural Control Committee which will have the responsibilities as set forth herein.

NOW, THEREFORE, in consideration of the premises, the Declarant hereby declares the following:

ARTICLE I

1. The Architectural Control Committee (the "Committee") shall be appointed by the owners of RWS. At any time after RWS owns less than 20% of the lots in the subdivision, the then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, to grant the Committee additional powers and duties, or to terminate the Committee.

2. No building, sign or other structure shall be placed or maintained in West Cove Subdivision unless placed and maintained in accordance with plans and specifications showing the nature, kind, shape, type, materials, color scheme, location and grade of such building, sign or other structure, which plans and specifications have been submitted to and approved by the Committee, with such approval endorsed thereon.

3. No buildings other than single family residences shall be erected in West Cove Subdivision, nor shall any residence constructed therein be used for any purpose other than for a single-family residence. Each such single-family residence shall, at the time of commencement of construction, be of such design as to exceed the Minimum Value when completed. As of the date hereof, the Minimum Value for a single-family dwelling is \$160,000. The Minimum Value does not include the value of the real estate underlying the residence. As of each January 1, each such Minimum Value shall increase to an amount equal to each such Minimum Value plus that percentage thereof that is equal to the percentage

*[Handwritten signatures and initials]*

MICROFILMED  
SCANNED



increase in the Consumer Price Index published by the United States Department of Labor (United States City Average for All Urban Consumers), from January 2003, to such subsequent January.

Each residential dwelling shall have a livable area of not less than 1400 square feet (exclusive of basement, porches and garage areas), with not less than 1,000 square feet on the first floor in the case of a 1 1/2 story or 2 story house. A split-level home shall have a main floor area of not less than 1600 square feet.

The maximum ridge height for such residential dwelling shall be thirty (30) feet above the first floor level.

All dwellings shall have at least a two car attached garage.

All dwellings shall be stick-built on site.

No modular, panellized or fabricated home systems will be permitted. No manufactured homes or mobile homes shall be permitted.

There shall be no detached buildings on any lot in West Cove Subdivision.

4. No alterations or additions shall be made in the location, height or exterior design or color of any structure placed, permitted or maintained upon any lot in West Cove Subdivision, after the same shall have been once completed or established, unless written approval of such alterations or additions shall first have been obtained from the Committee.

5. No fence, *Other than a 4 ft high fence in the back yard* wall or hedge shall be erected, permitted or maintained upon any lot in West Cove Subdivision unless written approval shall first have been obtained from the Committee.

6. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the land comprising West Cove Subdivision, upon, under or over which easements for the installation and maintenance of public utilities or sewers have been granted as shown on the recorded plat.

7. The right is hereby given to any public utility company serving West Cove Subdivision to go upon the same from time to time for the purpose of installing and maintaining its equipment and facilities, and with the right to trim trees or shrubbery so that they do not unreasonably interfere with the successful operation of such equipment and facilities.

8. No industry, business, trade, occupation or profession of any kind, commercial operation, religious activity or educational undertaking, whether designed or organized for profit or not for profit, and whether or not recognized by the Internal Revenue Service as qualifying for being considered as altruistic, charitable, educational, scientific or religious in nature, shall be conducted, maintained or permitted in West Cove Subdivision.



9. No domestic animals, fowl or livestock of any kind shall be kept or maintained in West Cove Subdivision. The Committee shall have the right to adopt and enforce reasonable regulations governing the keeping within any dwelling house such ordinary and usual household pets as cats, dogs, caged birds, etc., so that they shall not become a nuisance to the other owners and inhabitants of lots covered by these restrictions.

10. No grantee of a lot in West Cove Subdivision, nor his successor(s) in title, shall subdivide or convey less than the whole of such lot without the prior written consent of the Committee.

11. Any material variance from plans and specifications submitted to and approved in writing by the Committee shall be deemed a violation of these restrictions.

12. No boats, campers, personal watercrafts, recreational vehicles, trailers or ATV's shall be permitted to stand or to be stored on any lot in West Cove Subdivision.

13. No motor vehicles not in operable condition or not bearing current license tags shall be permitted to stand on any lot in West Cove Subdivision.

14. Grass and weeds shall be kept neatly cut at all times, even when a lot in West Cove Subdivision is vacant.

15. All residential buildings shall be placed within the established setbacks shown on the recorded plat.

16. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

17. No structure of a temporary character, trailer, basement, tent, shack, storage sheds, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

18. No sign of any kind shall be displayed to the public view on any lot without the prior written consent of the Committee, except customary name and address signs, one professional sign of not more than six square feet to be used by developers or their agent, to advertise the premises, or any lot thereon, during the period of development, construction and sale.

19. No lot shall be used or maintained as a dumping ground for rubbish. Trash, rubbish or other waste shall not be kept except in sanitary containers. All equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition.

20. No permanent clothesline shall be constructed on the lots. Only portable units that can be removed when not in use will be permitted.

21. Within one year from the start of construction each owner of record shall plant and preserve a minimum of two shade trees of which



said trees shall be a minimum of 2" caliper and 8' tall and at least one (1) of such trees shall be located in the front yard.

22. No above ground pools of any kind will be permitted. In-ground pools are permissible with fence design being approved by the Committee.

23. Within thirty (30) days of occupancy of a residence, the owner of record shall have installed a concrete driveway and sidewalk in front of such residence.

24. A new residence shall be completed within one (1) year following the commencement of construction.

#### ARTICLE II

1. Each Grantee under a deed of a lot in West Cove Subdivision, by the acceptance of such deed shall be conclusively held to have accepted the same subject to all restrictions, conditions, covenants and easements set forth in this Declaration and subject to the jurisdiction, rights and powers of the Committee, created or reserved by this Declaration, or by plat or deed restrictions theretofore recorded, and all easements, rights or benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the owner, in like manner as if the provisions of this Declaration were recited and stipulated at length in every deed and conveyance. The violation of any restrictions or conditions, or the breach of any covenants or provisions herein contained shall give the Committee or its successor the right, at its option (a) to enter upon the land which or as to which such violation or breach exists and summarily to abate or remove, at the expense of the owner of such lot or lots, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Committee or its successor shall not thereby be deemed guilty of any manner of trespass or (b) to institute, and thereafter prosecute to conclusion, in the name of the Committee and of all other owners of lots in the area covered by this Declaration, such action(s) in law or in equity as will effectively remedy such violation, including damages sufficient to cover the costs of such litigation and any remedies yielded or ordered thereby.

2. All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real estate herein contained, and none of the said restrictions, covenants, conditions, agreements or other provisions hereof shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or pursuant to the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, and such purchaser's successors in interest and title, shall thereafter hold any and all



property so purchased subject to all the restrictions, covenants, conditions, agreements and other provisions of this Declaration.

3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

4. The invalidity of any restrictions hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

5. This Declaration may be amended in any respect and at any time in a writing signed by the owners of two-thirds (2/3) of lots 1-21 comprising West Cove Subdivision and such Amendment shall be effective upon its recordation in the office of the Erie County, Ohio Recorder.

IN WITNESS WHEREOF, the RWS has adopted this Declaration this 15<sup>th</sup> day of August, 2003.

RWS Development Company

By: Robert W. Schaefer  
Robert W. Schaefer,  
Vice President

STATE OF OHIO )  
                  ) ss:  
COUNTY OF ERIE)

Before me, a Notary Public came Robert W. Schaefer, as the duly authorized Vice President of RWS Development Company, who acknowledged the signing of the foregoing Restated Declaration of Restrictions on behalf of said corporation as his free act and deed for the uses and purposes therein set forth.



Kim M. Howard  
Notary Public  
State of Ohio  
My Commission  
Expires 4-7-04

Kim M. Howard  
Notary Public  
Commission Expires: \_\_\_\_\_

This instrument was prepared by Mary Jane S. Hill, Flynn, Py & Kruse, L.P.A., 165 East Washington Row, Sandusky, Ohio 44870.

This instrument is a	_____
and the	_____
sections	_____
Revised	_____
FEE: \$	_____
EXEMPT: \$	_____
R. E. T. A. No.	_____
INDEX	_____
Erie County	_____

by [Signature]  
Jeff T. Hammond  
ERIE COUNTY AUDITOR  
See 3-50 40



# BOARD OF ZONING APPEALS REPORT

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APPLICATION FOR AN AREA VARIANCE TO ALLOW  
CONSTRUCTION OF A 6 FOOT FENCE IN THE SIDE  
YARD AT 1017 SHELBY STREET

Reference Number: PVAR21-0003

Date of Report: April 9, 2021

Report Author: Tom Horsman



## City of Sandusky, Ohio Board of Zoning Appeals Report

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### BACKGROUND INFORMATION

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Applicant/Owner: Danielle Vice  
1203 Shelby St.  
Sandusky, OH 44870

Site Location: 1017 Shelby St.  
Sandusky, OH 44870

Zoning: R1-40 Single Family Residential

Surrounding Zoning: R1-40 Single Family Residential

Surrounding Uses: Residential

Existing Use: Vacant Lot

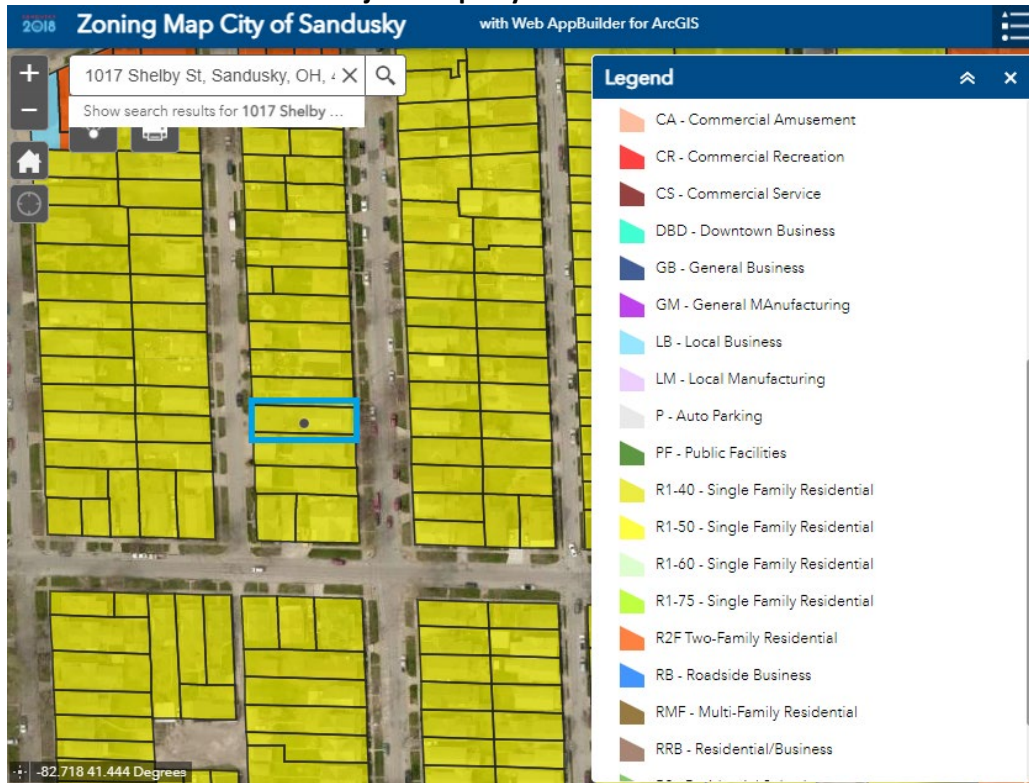
Proposed Use: Side yard and rear yard

Applicable Plans & Regulations: City of Sandusky Zoning Code Sections 1145.17(g)(1)

Variance Requested: 1) A variance to allow construction of a 6 foot fence in the side yard. The Code requires fences to be no more than 4 feet in side yards.

## SITE DESCRIPTION

### Subject Property Outlined in Blue



**Photo of the Property from 4/8/2021**

**(Fence location in blue)**



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**DEPARTMENT OF PLANNING COMMENTS**

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The lot at 1017 Shelby was previously occupied by a dwelling that was recently demolished. The lot came under the ownership of the applicants in September 2020. The main residence of the applicant's is next door at 1203 Shelby. The variance is to allow construction of a 6-foot fence enclosing this parcel to serve as a yard for the house at 1203 Shelby.

The owner of the adjacent property to the north at 1017 Shelby Street submitted a comment staff indicating he had no objection to the granting of the variance for the 6 foot fence.

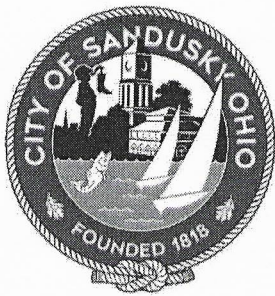
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**CONCLUSION/RECOMMENDATION**

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In conclusion, Planning staff has no objection to the requested variance.





## **BOARD of ZONING APPEALS**

### *Application for a Zoning Variance*

Department of Planning

240 Columbus Ave

Sandusky, Ohio 44870

419.627.5891

[www.cityofsandusky.com](http://www.cityofsandusky.com)

### **Instructions to Applicants**

**MEETINGS:** 3<sup>rd</sup> Thursday of each month at 4:30 P.M.\* – City Commission Chamber, First Floor of City Hall.

*\*Meeting dates are subject to change. Please check [www.cityofsandusky.com/BZA](http://www.cityofsandusky.com/BZA) for an updated schedule.*

**DUE DATE FOR SUBMITTALS:** Applications are due by 5:00 P.M. on the date of the preceding month's Board of Zoning Appeals meeting.

**WHO MUST ATTEND:** The property owner, or the authorized agent of the owner, must be present at the BZA meeting for all variance requests.

**APPLICATION FEE:** \$100

**SUBMISSION REQUIREMENTS:** Please provide either a hard copy or electronic copy of the following:

- 1) Completed application
- 2) Copy of a site plan (drawn to scale and dimensioned) which shows the following items (as applicable):
  - a) Property boundary lines
  - b) Building(s) location
  - c) Driveway and parking area locations
  - d) Location of fences, walls, retaining walls
  - e) Proposed development (additions, fences, buildings, etc.)
  - f) Elevation drawings for height variances
  - g) Setbacks from lot lines for existing & proposed construction
  - h) Location of other pertinent items (signs, outdoor storage areas, gasoline pump islands, etc.)

**Please note that the granting of a variance is not a Building Permit. A separate Building Permit must be issued prior to all construction.**

Submit application and materials to:

City of Sandusky  
Department of Planning  
240 Columbus Ave.  
Sandusky, OH 44870

Contact Thomas Horsman, Assistant Planner, at 419-627-5715 or [thorsman@ci.sandusky.oh.us](mailto:thorsman@ci.sandusky.oh.us) with any questions

## Application for Board of Zoning Appeals

### STAFF USE ONLY:

Filing Date: \_\_\_\_\_ Hearing Date: \_\_\_\_\_ Reference Number: \_\_\_\_\_

Address of Property (or parcel number) for Variance Request: 1017 Shelby st

Name of Property Owner: Danielle Vice

Mailing Address of Property Owner: 1203 Shelby St

City: sandusky State: ohio Zip: 44870

Telephone #: 4192711848 Email: daisymae1848@gmail.com

If same as above check here ☒

Name of Applicant: \_\_\_\_\_

Mailing Address of Applicant: \_\_\_\_\_

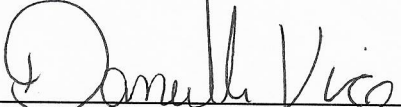
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Proposal:  
intsall a 6foot fence

Variance Requested:  
6 foot fence in side yard

Section(s) of Zoning Code:  
1145.17(g)(1)

  
Signature of Property Owner

4/2/2021

Date

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Date

APPLICATION #BZA-001

## PRACTICAL DIFFICULTIES

(For ALL variance requests)

According to Chapter 1111.06(c)(1) of the Sandusky Code of Ordinances, the Board of Zoning Appeals must determine that a "practical difficulty" exists in order to approve a variance. The Board must consider the following factors. Please completely fill out all sections:

- 1) Would the variance be substantial?  
no
- 2) Would the variance substantially alter the character of the neighborhood or would adjoining property owners suffer a substantial detriment because of the variance?  
no
- 3) Would the variance adversely affect the delivery of government services (e.g. water, sewer, fire, police)?  
no
- 4) Was the property purchased with the knowledge of the zoning restrictions?  
no
- 5) Can the property owner's predicament be resolved through some method other than a variance?  
no
- 6) Would the spirit and intent behind the zoning requirement would be observed and substantial justice done by the granting of the variance?  
yes
- 7) Would the property yield a reasonable return or can there be a beneficial use of the property without a variance?  
no
- 8) Would the granting of the variance be contrary to the general purpose, intent and objective of the Zoning Code or other adopted plans of the City?  
n/a



## **UNNECESSARY HARDSHIP**

**(ONLY for variance requests involving a use of the property that is not permitted by the Zoning Code)**

According to Chapter 1111.06(c)(2) of the Sandusky Code of Ordinances, the Board of Zoning Appeals must determine that an "unnecessary hardship" exists in order to approve a use variance. The Board must determine that ALL of the following conditions have been met. Please completely fill out all sections:

- 1) Does the variance request arises from such a condition which is unique and which is not ordinarily found in the same zoning district; and is created by the Zoning Code and not be an action or actions of the property owner or the applicant?
  
- 2) Would the granting of the variance will adversely affect the rights of the adjacent property owners or residents?
  
- 3) Does the strict application of the Zoning Code of which the variance is requested constitute unnecessary hardship upon the property owner or the applicant?
  
- 4) That the variance desired will not adversely affect the public health, safety, morals or general welfare.
  
- 5) That the granting of the variance desired will not be opposed to the general spirit and intent of the Zoning Ordinance



# APPLICATION FOR ZONING PERMIT

City of Sandusky, Department of Community Development, Division of Planning & Zoning

PRINT LEGIBLY and use BLUE or BLACK ink to complete application. All sections must be completed or the application may be returned to you. Complete sections 1-9 of the application and submit to the office for approval. A plot or site plan must be attached which shows the location of the fence or shed and its dimensions. The type of fence must also be listed. An example is shown on the reverse side.

1 Type of Work (check all that apply)		<input checked="" type="checkbox"/> Fence <input type="checkbox"/> Shed		<input type="checkbox"/> Zoning Clearance <input type="checkbox"/> Other:	
2 Exact Address of Project:		1017 Shelby St			
3 Property Owner of Record:		Matthew Vice & Danielle Vice			
Street Address		City, State, Zip:		Sandusky, OH 44870	
4 Submitter Name: (Contractor: list Company Name & Contact Name)		Daytime Telephone:		419-271-1848	
Street Address		City, State, Zip:		Sandusky, OH 44870	
5 Work will be done by:		<input checked="" type="checkbox"/> Owner/Occupant		<input type="checkbox"/> Contractor	
6 Is this project/building located in a Flood Plain? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, has the flood plain administrator been contacted for requirements? <input type="checkbox"/> No <input type="checkbox"/> Yes					
7 List any and all Contractors or Sub-Contractors working on this project not listed above: None					
8 Describe the proposed work to be done in sufficient detail to determine compliance with the City of Sandusky's Planning and Zoning Code. Use additional sheet(s) if necessary. A drawing showing the location of your fence and/or shed is required. For fences: list the type and height of the fence. For sheds show the square footage and dimensions. See the back of this form for examples.					
9 I hereby certify that I am the (select one) <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Agent for the Owner		And all information contained in this application is true, accurate and complete to the best of my knowledge. I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent and we agree to all applicable laws of this jurisdiction.			
Signature		Date		Print or type the name of signer	
Danielle Vice		3-15-2021		Danielle Vice	
If this application is signed by an agent, authorization in writing from the legal owner is required. Where owner is a corporation, the signature of authorization should be by an officer of the corporation under corporate seal.					
The fee for [redacted] and the fee for a residential shed (under 200 square foot) is \$35.00 Please make checks payable to the City of Sandusky.					
Office Use Below This Line					
Parcel #:		Lot #:		Zoning:	
CPA #:					
Submittal Date:		Walk-in		Mail	
		Fax or email			

