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Incorporated Village of Westhampton Beach held its Board of Zoning Appeals meeting on Thursday, May 20, 2021, at 5:00 p.m. in the Municipal Building, located at 165 Mill Road, Westhampton Beach, New York.

PRESENT: Gerard Piering, Chairman
Jim Badzik
Joe Musnicki
John Wittschen

Anthony C. Pasca, Esq., Village Attorney
Brad Hammond, Building & Zoning Administrator

Maeghan Mackie, Building Permits Examiner / Board Secretary

ABSENT: Ellen Cea

MINUTES TO BE APPROVED

Motion was made by Mr. Piering to adopt the minutes of the **April 15, 2021** meeting as written; seconded by Mr. Badzik and unanimously carried 4 ayes, 0 nays, 1 absent.

DECISIONS:

- 1. Kenneth Hoefler, 445 Dune Road (SCTM 905-017-05-005)** Applicant requests variances from §197-5 A(1) to construct a second-story addition on a dwelling with preexisting nonconforming side yard setbacks where conformity is required for additions on preexisting nonconforming buildings (proposed side yard setbacks of addition are 10.8' & 13.5' where a minimum of 20' is required and with a combined side yard of 24.3' where a minimum of 50' is required), and from §197-35 C to reconstruct an attached rear deck with side yard setbacks of 6 & 10.8 feet where a minimum of 20 feet is required and a rear yard setback of 70.2 feet to the crest of the dune where a minimum of 75 feet is required.
- 2. Barbara Schnitzer, 423 Dune Road (905-017-05-030)** Applicant requests variance from §197-35 C to legalize a deck extension constructed 9.34 feet from the property line where a minimum of 20 feet is required.
- 3. Kathleen R Hay, 69 Beach Road (905-012-02-032)** Applicant requests variance from §197-35 A to add an integral spa and patio at grade to an existing swimming pool in the side yard where accessory structures are specifically prohibited from being located in the side yard

HOLDOVERS:

- 4. WHBH Real Estate LLC, 7 Beach Lane (905-011-03-010)** Applicant requests variances from §197-16.4 A to construct a proposed parking area partially located in the front yard where specifically prohibited, from §197-16.4 D to construct additions resulting in a proposed building of 9,330 square feet in gross floor area where the maximum permitted is 6,000 square feet with special exception criteria per §197-80.2, from §197-17.1 to construct a cabana building with a rear yard setback of 8.3 feet where a minimum of 30 feet is required, from §197-29 C(2)(c) to construct proposed additions representing an increase and/or extension of area devoted to a nonconforming use of a hotel/inn where specifically prohibited, and from §197-63 for a proposed vegetated buffer to the south 5 feet in width where a minimum of 10 feet is required.

James N. Hulme, Esq., appeared on behalf of the application. They are still working on their Planning Board application, so they'd like to hold it over to June 17, 2021.

Motion was made by Mr. Piering to holdover the application of WHBH Real Estate, LLC., 7 Beach Lane (905-11-3-10) to June 17, 2021; seconded by Mr. Badzik and unanimously carried 4 ayes, 0 nays, 1 absent,

- 5. Egret Dune Corporation, 95 Dune Road (905-021-04-002)** Applicant requests variances from §197-8 D for proposed side yard setbacks of 10 feet where the minimum required

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is 20 feet with a proposed combined side yard setback of 20 feet where the minimum required is 50 feet, and from §197-35 C for proposed accessory pool & deck with setbacks of 10 feet where the minimum required is 20 feet.

Nicholas A. Vero, Architect appeared on behalf of the application. The Board requested a title search, and they also received a single and separate search and he's not sure if the Village Attorney has reviewed it.

Mr. Pasca said he did review it; the bad news is the report doesn't say anything it was not a good title report and what it did was forced me to look at the title history and what I found is that this property was combined in ownership with the property across the street for decades. I am not sure, and it has been like that since it was owned by MacPhearson and the property across the street was sold while holding on to this strip and if they want to go ahead with this application, they have to appear personally and explain it. It was held commonly with an access strip and now they're trying to use it as a buildable lot. You aren't a title guy and its not your fault, but this is not right what they are doing. They are throwing you under the bus and they have to explain themselves because they appear to be pulling one over on the Board.

Mr. Vero said he will make that suggestion to his client.

Mr. Pasca said they knew about this because they were common owners.

Mr. Vero said this is news to me, but I have to talk to the title company too and we asked for a single and separate and it should include the surrounding properties as well.

Mr. Pasca said without that information there's no way to go forward.

Mr. Vero said he'd like to leave it open, and have his clients speak with an attorney and if they have no grounds to make a reasonable application and we'll go from there. I request to hold it over to June 17, 2021.

Motion was made by Mr. Piering to holdover the application of **Egret Dune Corporation, 95 Dune Road (905-21-4-2)** to June 17, 2021; seconded by Mr. Musnicki and unanimously carried 4 ayes, 0 nays, 1 absent.

6. Jodi Scherl, 452 Dune Rd (905-017-01-002.02) Applicant requests variances from §197-8 D to construct a second-story addition with a side yard setback of 18.4 feet where the minimum required setback is 20 feet, and with a resultant combined side yard setback of 38.4 feet where the minimum required is 50 feet.

James N. Hulme, Esq., appeared on behalf of the application, together with Saul Scherl. Mr. Hulme said he received a letter in opposition late today. And the Board was looking for clarity at the last meeting, and they submitted an updated survey with a second story addition 18.6' on the North East, and there's a ZBA from 2014 and there were certain variances granted to allow the reconstruction of the house, and we're essentially looking to add a second story over the existing first floor. It is 1.4' away from the 20' requirement, but if you look at it its just the corner which is 10 square feet, and the rest meets the requirement

Mr. Piering asked if there were any questions.

Mr. Musnicki said one question he had, he thought they were going to get the correct upland lot coverage.

Mr. Hulme said in the lower left-hand corner, the upland and the coverage pursuant to the Code are given.

Mr. Piering said the property was conforming and it predated FEMA regulations, so when you raised it up the garage was demolished and an extension of the house was put there instead of the garage. So now you want to go above that and construct a second story. There is a lot of mass there and I think that could be something and I don't think that when we agreed to the original variance, I don't think the intention was to allow a second story over the garage and that creates a tremendous amount of mass. I get the impression that is part of it and whether or not it can be.

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Saul Scherl said they brought the house in over the garage, it doesn't go to the side it's not a straight mass. There's a roof line, I don't know if my architect is on but there's a first floor on a significant portion of the garage.

Chris Kelly, Esq., appeared on behalf of the neighbors, Andrew Price and Pam Porgues and they submitted a letter brief today, and something interesting that was said is that it can be done without variances, and I would disagree with that and according to the condition of the prior decision there's no expansion of the structures. It's irregularly shaped lot and its mostly wetlands and sits on the water and this proposal is to increase the size of the house from 2,014 square feet to 4,002 square feet so doubles in size. It's going from three to four bedrooms, to something like seven or eight or nine bedrooms. There is nothing in the plan about the septic system will accommodate this house, and fill and the ground water and you may say that is the BOH problem, but it is a problem for this Board, under 7-7-12 you have to make a determination on the environmental impacts on the community. We ask that information be provided to this Board. To go back to the prior ZBA which is attached as an exhibit, and I think what the Board was trying to do was prevent a bootstrapping or compounding need for variances, and a future applicant getting more variances to make a bigger home and I think the Board incorporated that given the constraints on the neighborhood property and most are not two story and most are in Pond Point not over 2,000 or 3,000 square feet and I think the Board anticipated this and accommodated it by making that condition. We discuss the Case Law in NYS and other ZBA's determinations on prior conditions and unless there's a showing of changed circumstances there's no justification for nullifying a condition of this Board previously imposed. We believe the expansion is prohibited and whether this can meet the criteria in Village Law. Whether there is an undesirable change to the neighborhood, it is clear that the neighborhood has got small houses setback further from the wetlands and this is sitting in the wetlands and most are smaller in size. The requested variances are substantial and compounding on top of existing, and one is a 23% variance. You have to consider whether it's negative or adverse on the neighborhood and without the septic system information it's impossible to make a reasonable decision. Lastly, you should focus on whether it was self-created and it was purchased in December 2020 and this decision we referred to with the condition was of record so when the applicant was on notice that the restrictions were in place when the property was purchased and all of the variance requests are self-created. Add to the fact it can be built without variances, I think you are constrained to deny this and that's what we ask you to do.

Mr. Piering asked Mr. Kelly if his clients have two story homes?

Mr. Kelly said he'd have to ask them.

Mr. Piering said he went to the area, and you made reference that most of the houses are not two story, and he believes his clients have two story homes.

Mr. Kelly said they are not 4,000 square feet and not that close to the water.

Mr. Piering said I'm making a point that your clients have two story homes.

Mr. Kelly said they presumably did that without variances. So, what's your point?

Mr. Piering said you stated the area is predominantly one-story homes.

Mr. Kelly said the neighborhood is predominantly one story; to override the condition you imposed you have to find changed circumstances,

Mr. Piering said he has to talk to Anthony.

Mr. Pasca said that condition is in every variance, it's not a special condition and the reason it became a mainstay to override the common law rule

Mr. Piering said another point is the BOH so it seems to me that no matter what if they don't approve the sanitary, they can't go forward.

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Mr. Kelly said you can opine on the environmental impacts under 7-12, if there's no information on the septic.

Mr. Musnicki said you mentioned the lot coverage as it exists, and that's not noticed in this application so I don't think that's far to speak to that.

Mr. Kelly asked Mr. Musnicki to clarify. He said the variance is 23% variance, it's not lot coverage.

Mr. Musnicki said that's also the lot coverage.

Mr. Kelly said his point is only that its substantial at 23%.

Mr. Piering said he hasn't had time to review his letter in detail because it was received today before the meeting; he didn't think it was fair to submit it right before the meeting. He asked Mr. Hulme to address the 23% variance on the side yards.

Mr. Hulme said he doesn't know where it came from.

Mr. Hammond said the David Fox survey received last week, is this the final plot plan there was confusion over the 2020 versus the 2021 submittal from the architect.

Mr. Hulme said there needs to be another correction.

Mr. Hammond said the combined side yard is different, its now back to 18.6'. So, 18.6' for the new proposed second story, and the combined 17.5' on the West is 36.1' so it's different than what was noticed.

Mr. Hulme thought it was 38.9'.

Mr. Hammond said its 36.1'.

Mr. Hulme said he believes it was advertised at 18.4'.

Mr. Hammond said it was advertised at 38.4 and we have to make sure this is what we're going with, so we do want to fix that survey and renotice the application.

Mr. Piering said okay.

Mr. Hulme said okay.

Mr. Kelly said the 23% is based on the requirement being 50' and there's a 38.4' side yard so it's a 23% variance that you're seeking. You are trying to bootstrap and compound the variances.

Motion was made by Mr. Piering to holdover the application of **Jodi Scherl, 452 Dune Road (905-17-1-2.2)** to June 17, 2021; seconded by Mr. Musnicki and unanimously carried 4 ayes, 0 nays, 1 absent.

7. Nancy Burner, 168 Beach Lane (905-015-05-005) Applicant requests variances from §197-43 A(1) to erect driveway gates (fence) of 6 feet in height in the front yard where the maximum permitted height is 4 feet, and from §197-43 A(8) to erect driveway gates 4 feet from the street line where the minimum required setback is 20 feet.

Nicholas A. Vero, Architect appeared on behalf of the application, together with James N. Hulme, Esq. Mr., Vero said they changed the height of the gates to 4 feet and they were looking for distance clarity and Mr. Burner provided that and I submitted a revision to the site plan today showing the locations of the proposed gates. As stated they are 4' off the property line on Beach Lane and we have a 5' sidewalk and a 15' Belgium block curb apron and that brings us to the pavement of Beach Lane. The distance from Beach Lane to the gates is 21' 10" and the North gate is 22' and then I located the marked lane which is 14' and an 18' long car could pull on to the apron and not block traffic. If you don't have it I guess I have to adjourn it, for submission and review.

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Mr. Piering said yes, they want to see it.

Mr. Vero agreed that its paramount. And you do need to see it to proceed further.

Mr. Piering asked how far back from the road, do they want the gate?

Mr. Vero said 22' on the North gate, and 22' on the South gate.

Mr. Piering asked if there's grass?

Mr. Vero said it's very unique, it's very wide there. From the sidewalk it is 4' and that's on the applicant's property line. Mr. Burner wanted to point out that on a weekend, he sat out front and he counted three people passing by on that sidewalk and the West sidewalk is busier due to the beach parking, but without you seeing the drawing its hard to explain. The spirit of the Code is written so cars can pull off the road and not block traffic while waiting for the gates to open and that's shown on the site plan.

Mr. Piering asked if they will park on the sidewalk while the gate opens?

Mr. Vero said yes, but not in the street blocking traffic causing a dangerous situation.

Mr. Piering said okay.

Motion was made by Mr. Piering to holdover the application of **Nancy Burner, 168 Beach Lane (905-15-5-5)** to June 17, 2021; seconded by Mr. Wittschen and unanimously carried 4 ayes, 0 nays, 1 absent.

NEW APPLICATIONS:

8. Peter Price, 24 Library Ave (905-011-03-013) Applicant requests variances from §197-5 A(1) for a proposed second-story addition on a dwelling with preexisting nonconforming side yard setback of 10.4 feet and a combined side yard of 29.5 feet where a minimum of 15 & 40 feet are required, respectively, and conformity with dimensional regulations are required for additions on nonconforming structures, and from §197-11 D(1) for a proposed covered porch with a front yard setback of 23.5 feet where the minimum required is 40 feet.

Heather Wright, Esq., appeared on behalf of the application. As you know the applicants own the parcel and its in the MF 20 Zoning District; the lot is non-conforming and the dwelling and garage was built in 1910 and there are a number of open permits dating back 60 years so we're here to clean the property up and bring it in to compliance. We are proposing to raise the existing dwelling to meet FEMA compliance and add a second story and a covered porch. The main reason is to lift the house to comply with FEMA. The mechanical room will be moved to the back of the first floor and we're squaring off the kitchen and on the second floor we are moving the master bedroom to the back of the house and creating a laundry room and bathroom and squaring off the Southerly side of the house which is 84 square feet. The neighborhood has a variety of one family dwellings and the side yard setback on the Northerly side and we're not expanding the footprint of the home and not adding bedrooms so we're not negatively impacting the conditions of the neighborhood and complying with FEMA is a benefit.

Mr. Musnicki asked the FEMA zone of the property?

Ms. Wright said it's AE 7.

Mr. Musnicki asked the dotted lines around the first floor; does that indicate existing walls that are to remain?

Ms. Wright said yes, I believe so. Joe Pagac the architect is on the call to answer.

Mr. Musnicki said you're raising the house and adding a second floor, making it FEMA compliant, getting rid of violations and the storage shed.

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Ms. Wright said yes. The second floor where it will be on top of the house, we're getting rid of the crawl space and building on top.

Mr. Musnicki asked the finished height.

Ms. Wright said it is 26.11'.

Mr. Musnicki thanked Ms. Wright.

Mr. Piering said he has no questions. He asked if the lot coverage is decreasing?

Ms. Wright said yes, its from the removal of the shed.

Mr. Piering asked if there were any questions, or comments.

Motion was made by Mr. Piering to close the hearing of **Peter Price, 24 Library Avenue (905-11-3-13)** for a determination; seconded by Mr. Musnicki and unanimously carried 4 ayes, 0 nays, 1 absent.

9. Paul Bekman & Janice Silvers, 16 Seafield Lane (905-014-02-002) Applicant requests variance from §197-6 D for a proposed screened porch with a side yard setback of 20 feet where the minimum required is 30 feet.

Nicholas A. Vero, Architect appeared on behalf of the application. His clients desire a screen porch as opposed to a wood deck, and they would be willing to put on record that's a screen porch forever and not be conditioned space. They don't want a larger house, just a screen porch.

Mr. Piering said okay.

Mr. Vero said the porch is tucked away behind the house and I spoke to a neighbor and he had no objection to it.

Mr. Piering said there won't be any heat, or converted to living space or enclosed. Instead of a deck it's just a screen porch.

Mr. Vero said yes, that's correct. He thinks it is less noisy than an open deck.

Mr. Hammond said they altered the house previously so they didn't need variances, and I think it's as described where the screen porch came later and they did a good job avoiding variances in the first place and the accessory structure is okay, but the roof over creates the variance.

Motion was made by Mr. Piering to close the hearing of **Paul Bekman & Janice Silvers, 16 Seafield Lane (905-14-2-2)** for a determination; seconded by Mr. Wittschen and unanimously carried 4 ayes, 0 nays, 1 absent.

10. Amy August, 9 Griffing Ave (905-013-03-009) Applicant requests variance from §197-6 A(2) for proposed habitable space (exercise room over garage) in a detached building which is deemed not to be normal and accessory to principal single-family dwelling use.

James N. Hulme, Esq., appeared on behalf of the application. They do not propose plumbing, they just want to use it for exercise space.

Mr. Piering said okay. That's a good applicant because they could have done this without permission and the fact, she's coming to the Board first is very stand up. It's a beautiful home.

Mr. Hulme thanked the Board. He said this lines up with the neighboring properties so it shouldn't have any impact. It's for personal use only as well.

Mr. Piering said okay, I don't have any questions.

Mr. Badzik said the second-floor frame plan and in the middle, it might be my misread it looks like a small bathroom.

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Mr. Hulme said there should not be a bathroom. The space is not changing.

Mr. Badzik said he may be reading it wrong.

Mr. Hammond said it's under construction, it's a one car garage and the cabana with a roofed over patio; the cabana has a bathroom but doesn't commune with the garage or upstairs space.

Mr. Hulme said Mr. Hammond was correct.

Mr. Piering said you can't connect it, and he saw it but didn't think of it because it clearly can't be connected.

Mr. Hammond said this way there aren't three separate structures in the back yard either. And finishing the upstairs I want them to come to this Board first.

Mr. Musnicki said I would like to know for the record what type of exercise equipment they are putting there?

Mr. Hulme said assuming you decide in favor of this, if you want to limit it to personal gym equipment, we're okay with that. It is for personal use.

Mr. Musnicki said when it gets more habitable, then it crosses a line.

Mr. Hulme said no, it will be personal use. There is no proposed plumbing and its own outdoor entrance and we isolated it for that reason.

Motion was made by Mr. Piering to close the hearing of **Amy August, 9 Griffing Avenue (905-13-3-9)** for a determination; seconded by Mr. Wittschen and unanimously carried 4 ayes, 0 nays, 1 absent.

11. All Sunset Lawn LLC, 25 Sunset Lane (005-04-018.02) Applicant requests variances from §197-1 for a proposed tennis court which represents an accessory structure/use on a lot without a principal single-family use where an accessory use must be located on the same lot as the principal use, and from §197-35 C for proposed tennis court setback of 11.6 feet where the minimum setback required is 15 feet.

James N. Hulme, Esq., appeared on behalf of the application. This is a through parcel from Sunset Avenue to Sunset Lane and they created a lot with a house on 228 Sunset Avenue and a vacant lot at 25 Sunset Lane and last year both were purchased by an LLC and they are the same owner and they did it this way to preserve the division, but they are hoping to get the benefit of using the vacant lot with the tennis court used as accessory to the main house at 228 Sunset Avenue; there is a house and accessory structures there now. And, they are before this Board because the definition of accessory use seeks to have that on the same plot as the principal use. And also, to the extent the plot and the lot are interchangeable words the lot is defined as a parcel of land occupied or capable of being occupied and out of the subdivision code it talks about a lot being a parcel of land as a unit for transfer or development. The way to achieve unity is to have the properties merged and commonly owned, however it occurs to me that there are other ways to do that without his client giving up the benefit of the sought-after subdivision while meeting the spirit of the Code and that's the tennis court needs to be used in accessory to the main house which is on the adjacent property. So, it seems to me there is some form of linkage that could be created and my clients are offering to do that, short of merging the lots back together but requiring that the lots go forward as a unit for the period of time that there's an accessory use on the vacant lot with no principal use and that could be done in a covenant that requires the sale of both as opposed to both or separate, or some other way to properly link them. In all other ways the way my clients want to use the two properties, the tennis court is customary and its use will be incidental to the main house and the question is ringing the bell about being on the same plot and if we can think of that as one lot, a group of lots that are put together for the purpose of allowing it to go forward in this manner. We can do a nice job to link them to operate as a principal and accessory without requiring them to be merged together.

Mr. Piering asked why they don't merge the two lots?

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Mr. Hulme said they paid a lot of money for the separate lot. They wanted their house and then a vacant lot. I don't know that they wanted a tennis court when they bought the two lots, but they understand if they are allowed to make this improvement that it would be so restrictive in order to recognize them as separate lots going forward, they'd have to put a principal use or remove the tennis court before they can transfer it to a third party and we can record a covenant against the two lots to make it happen.

Mr. Piering asked you want to put an accessory structure on a parcel not developed, so what's the difference between this and a garage, how do you differentiate that. You can't put accessory structures on vacant land whether you own the next one or the two around it.

Mr. Hulme said they are contiguous properties, and we aren't putting accessory structures on a vacant lot three doors down, it's on a lot that is directly next to and shares a property line with and the house is adjacent to it. There's an argument to be made for the garage, and the underlying goal is to have a property unit that functions together. Clearly one way is to merge the lots back together, but there's a loss in value compared to the removal of the structure in the future. But I'm suggesting you reach that same goal with a C&R recorded against both properties, saying they have to be used together as long as the vacant land only holds the accessory structure. And the sales limited in that regard.

Mr. Piering asked what happens if one wants to sell or the other doesn't?

Mr. Hulme said they have to go to Court themselves to figure it out. They are owned by separate LLCs by the LLC's are owned by the same two people; that's not a land use issue that's a Supreme Court issue. If you consider them as one, then the use as long as the accessory structure exists, the use is a single lot unit with a principal use and accessory use and then the accessory use would have to be removed.

Mr. Piering said it sounds like a code change, not a C&R. Who is to say next month someone doesn't want to do something similar, but a garage? It'll be the same thing, and that's my point it'll have a lot of undeveloped lots with accessory uses on them.

Mr. Hulme said we have a vacant lot directly connected with and adjacent to the lot that contains the principal use.

Mr. Pasca said this is not that dissimilar to the prior application and the one that set the precedent where we talked about uses that are accessory structures it's a condition that requires a variance, and that doesn't mean you can't grant one to allow it and there is a precedent where it was allowed for a sign purpose and we can look at that and there were C&R's for it and there are precedence in other municipalities, in the Village of Southampton and in the Town of Southampton where this type of thing is done and the C&R legally creates almost an accessory use to the principal because the two are joined in ownership, the only difference is the lot line and that's what requires the variance. I am not saying it has to be granted or that it meets the five-factor test, but it's a proper application for a variance that allows this to be requested. It does legally work as an area variance.

Mr. Piering said I don't see on the survey, is it behind the house on Sunset?

Mr. Hulme said yes.

Mr. Piering asked if this is the rear yard?

Mr. Hulme said yes, and its directly behind and exactly the same width as the property on Sunset Avenue.

Mr. Pasca said one of the things, if you want when it came up the last time, we required the applicant to come forward with the proposed covenants before closing the hearing so you could decide whether the whole package made sense. Instead of dealing with the C&R's later, if you're okay holding it over the applicant can propose them and help you figure out whether it works in the analysis

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Mr. Hulme said I am happy to do that.

Mr. Piering asked if you're comparing this to a sign?

Mr. Pasca said no, I am not. But legally there's a way to do it, but the impacts are different which are part of your five-factor test.

Mr. Hulme said I suggest, other than this dividing line between the two lots the only other variance is a setback from the other lot.

Mr. Piering said I see that, there's a small jog.

Mr. Hulme said the lot that its closest too, and violating the setback for is the very lot that provides the principal use and they are only impacting themselves and it was done on purpose. I told them we need to meet all of the requirements for setbacks for accessory structures except for perhaps the setback from the property which is benefited by the tennis court.

Mr. Musnicki said when the new owners purchased these parcels, were they done together?

Mr. Hulme said yes.

Mr. Musnicki said so they knew what they were purchasing, a home site and a vacant parcel of land. And if this were one piece of property you would still have to come before the Board because there are two front yards, one on Sunset Avenue and one on Sunset Lane.

MR. Hulme said we're 50' from the road, so we meet that.

Mr. Musnicki said there are still two front yards. You'd need a variance for the front yard.

Mr. Hulme said it's not a point of relief. The work around that is meeting the front yard setback which we do.

Mr. Piering said he thought there was another application similar on this block with a swimming pool.

Mr. Wittschen said yes, it was two years ago.

Mr. Piering said that went all the way through, and this is two separate lots.

Mr. Wittschen said it goes all the way through too.

Mr. Hulme said there is not two front yards, and we eliminated a variance.

Mr. Musnicki said if this were one piece of property, you'd have two front yards and you'd need relief from this Board. I haven't really looked at the neighbors on Sunset Lane where this is proposed and how it will impact them in their side yards. Traditionally, tennis courts are in rear yards and back-to-back with other accessory structures.

Mr. Hulme said the next road over is Debbie Lane and I believe, to the extent there are houses on the front of Debbie Lane that back up to Sunset Lane, their front yard is on Debbie Lane but I will look at that.

MR. Musnicki said Sunset Lane where this is proposed would buffer Debbie Lane?

Mr. Hulme said he will look into it, we would be looking at back yards on the other side of the street, but I will look at it.

Mr. Musnicki said I am talking about the West side of Sunset Lane; if I have a home on Sunset Lane and I look over and now there is not a home but a tennis court, with the activity and what goes along with that, I may not be that happy.

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Mr. Hulme said I don't know if it's better or worse than a house. Most of the lots on the West side are through lots that go from Sunset Lane to Debbie Lane and my recollection is that a fair number of them have a front yard that faces Debbie Lane and not Sunset Lane but I will look at it and propose a C&R to review and would deal with the situation, and perhaps it can help guide your view.

Mr. Pasca said you don't have to do it all, just the conditions and you can look at what we did for the other application with the sign.

Mr. Piering said he remembers a similar case years ago on Dune Road. The one on Dune Road, it was a long time ago I think they bought the adjacent property for his tennis court.

Mr. Wittschen said yes, he did.

Mr. Piering said he knocked the house down and joined the two properties it was on Dune Road.

Mr. Wittschen said yes, that's correct.

Mr. Hulme said he will look at that case too, he's familiar with it.

Mr. Piering asked if he wanted to hold this over?

Mr. Hulme said yes.

Motion was made by Mr. Piering to holdover the application of **All Sunset Lawn LLC, 25 Sunset Lane (005-04-018.02)** to June 17, 2021; seconded by Mr. Musnicki and unanimously carried 4 ayes, 0 nays, 1 absent.