

Appeal of PRDP20210477

Hearing Exhibit #3 Land Title Certificate showing Restrictive Covenant May 11, 2021

Page 1

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION NUMBER	DATE (D/M/Y)	PARTICULARS
ORIGINAL PRINCIPAL AMOUNT: \$668,000		
211 010 570	14/01/2021	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 500 EDMONTON CITY CENTRE EAST EDMONTON ALBERTA T5C5E8 ORIGINAL PRINCIPAL AMOUNT: \$600,000
TOTAL INSTRUMENTS: 003		
THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF MAY, 2021 AT 11:08 A.M.		
ORDER NUMBER: 41641430		
CUSTOMER FILE NUMBER:		
END OF CERTIFICATE		
THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.		
THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).		





Exhibit 3 Land Title Certificate showing Restrictive Covenant May 11, 2011

Page 2

ENCUMBRANCES, LIENS & INTERESTS		
REGISTRATION		PAGE 2
NUMBER	DATE (D/M/Y)	4 211 010 569
PARTICULARS		
ORIGINAL PRINCIPAL AMOUNT: \$668,000		
211 010 570	14/01/2021	MORTGAGE
MORTGAGE - THE TORONTO DOMINION BANK.		
500 EDMONTON CITY CENTRE EAST		
EDMONTON		
ALBERTA T5C8S8		
ORIGINAL PRINCIPAL AMOUNT: \$600,000		
TOTAL INSTRUMENTS: 003		
THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF MAY, 2021 AT 11:08 A.M.		
ORDER NUMBER: 41641420		
CUSTOMER FILE NUMBER:		
END OF CERTIFICATE		
THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.		
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REGISTRATION

NUMBER	DATE (D/M/Y)	PARTICULARS
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ORIGINAL PRINCIPAL AMOUNT: \$668,000

211 010 370	14/01/2021	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK, 500 EDMONTON CITY CENTRE EAST EDMONTON ALBERTA T5C0S8 ORIGINAL PRINCIPAL AMOUNT: \$600,000
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TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN
ACCURATE REPRODUCTION OF THE CERTIFICATE OF
TITLE REPRESENTED HEREIN THIS 11 DAY OF MAY,
2021 AT 11:08 A.M.

ORDER NUMBER: 41641430

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED
FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER,
SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM
INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION,
APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS
PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING
OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).



LAND TITLE CERTIFICATE

S		
LINC	SHORT LEGAL	TITLE NUMBER
0011 302 726	7510024;1;24	211 010 569

LEGAL DESCRIPTION
PLAN 7510024
BLOCK 1
LOT 24
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.809 HECTARES (2 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;2;24;30;N
ATS REFERENCE: 5;2;24;31;S

MUNICIPALITY: ROCKY VIEW COUNTY

REFERENCE NUMBER: 131 316 030

REGISTERED OWNER(S)				
REGISTRATION	DATE (DMY)	DOCUMENT TYPE	VALUE	CONSIDERATION
211 010 569	14/01/2021	TRANSFER OF LAND	\$895,000	\$895,000

OWNERS

COURTNEY L MAKKINGA
OF 253 ARTIST VIEW WAY
CALGARY
ALBERTA T3Z 3N1

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION		
NUMBER	DATE (D/M/Y)	PARTICULARS
751 002 872	13/01/1975	RESTRICTIVE COVENANT
131 316 031	09/12/2013	MORTGAGE MORTGAGEE - THE TORONTO DOMINION BANK. 500 EDMONTON CITY CENTRE EAST EDMONTON ALBERTA T5J5E8

(CONTINUED)

I support Tony Yarranton's appeal of the approval of Application PDRP20210477

Name

Signature

Address

Jon McKenzie 
Debbie McKenzie 

206 ARTISTS VIEW WAY

206 ARTISTS VIEW WAY

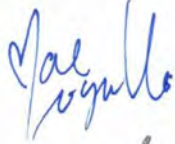
I support Tony Yarranton's appeal of the approval of Application
PDRP20210477

Name

Address

Signature

MAE LOGULLO



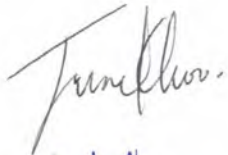
72 ARTISTS VIEW WAY

JAMES LOGULLO



72 ARTISTS VIEW WAY

Jane Khoo



72 artists view way

Hood Khoo



72 artists view way

ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

751002872

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

JAN 13 '75

REGN. FEE	5.00
LOTS	
MILES R/W	
EX. REF. CERTS	62.00
NEW TITLE	
CERT. COPY	
TOTAL FEES	67.00
CLERK <i>66</i> D.B.	
CHARGE TO	

Wm. H. Doolittle & Co.
Surveyors Ltd

Restrictive Covenant.

Ref 2.9.

I certify that the within instrument is duly Entered and Registered in the Land Titles Office for the South Alberta Land Registration District of Calgary.

A.D. Regional
SALR

PLEASE RETURN THIS
DOCUMENT TO
Sp Small
AFTER MICROFILMING

9.7

RESTRICTIVE COVENANT

ARTISTS VIEW PARK SUBDIVISION

WHEREAS Su-Lyn Investments Ltd., hereinafter referred to as "Su-Lyn" is the registered owner of all those lands described in Schedule "A" attached hereto, and known as the "Artists View Park Subdivision", hereinafter referred to as "the said Lots", and

WHEREAS Su-Lyn desires to insure that all development within or upon the said lots shall maintain certain standards of architectural excellence for the benefit of all future property owners in the said Artists View Park Subdivision and for the benefit of Su-Lyn, its heirs, successors and assigns as owners of lands surrounding and adjacent to the said lots;

NOW THEREFORE THIS DEED WITNESSETH: that in consideration of the foregoing, Su-Lyn Investments Ltd. does hereby for itself, its assigns, its successors in title, covenant as follows:

1. All those lots and parcels of lands set forth and described in Schedule "A" attached hereto, and being shown in a registered plan of subdivision filed in the Land Titles Office for the South Alberta Land Registration District as # _____ shall be developed only in conformity with
 - a) the conditions and covenants set out in this Artists View Park Building Scheme, and with
 - b) the Building By-Law, the Zoning By-Law and other relevant By-Laws of the Municipal District of Rockyview and any successor municipal corporation.
2. All the said lots and parcels described in Schedule "A" shall be deemed to form the Artists View Park Building Scheme, and the land use and building restrictions and conditions herein shall be deemed to be covenants running with the land and shall be binding upon and enure to the benefit of all lots and parcels and owners thereof in the said Scheme. Such land use and building restrictions and conditions may be enforced by the owner of any lot or parcel described in the attached Schedule herein, or in such subsequent plans of subdivision affecting the said lots and parcels aforesaid, or by Su-Lyn by reason of its ownership of lands surrounding or adjacent to the lots set forth in the attached Schedule.
3. Su-Lyn shall appoint a committee of architecture, hereinafter referred to as "the Design Committee" which shall consist of three persons. The Design Committee so constituted shall continue in office from the time of its appointment until December 31, 1976, at the pleasure of Su-Lyn, and thereafter unless and until its members are replaced by the owners of a majority of the said lots. IN THE EVENT that a member of the Design Committee resigns, dies, or becomes incapacitated from performing his duties as a member of the Committee, the

remaining members of the Design Committee may fill the vacancy by appointment of a new member. The owners, for the time being, of five or more of the lots may from time to time, by giving twenty (20) days notice, summon a meeting for the purposes of electing a new Design Committee to replace the existing Design Committee. In this Building Scheme notice shall be deemed to have been received by the owner of any of the said lots forty-eight (48) hours after a letter is mailed to the address of the owner of a lot as from time to time recorded with the Municipal District of Rockyview, or its successor municipality.

4. It shall be the general purpose of the Design Committee, when formed, to ensure the maintenance of a high standard of architecture in such a manner as to enhance the aesthetic properties of buildings and their appurtenances, constructed on any of the said lots. The Design Committee shall be guided by the Building Scheme and shall interpret the Building Scheme and shall determine whether such conditions contained in this Building Scheme are being complied with and shall have the power to enforce compliance in any manner that the Design Committee deems appropriate. The Design Committee may grant exceptions to any conditions herein, when and if the enforcement of such conditions would be unreasonable and impractical, and thereby create undue hardship in individual conditions. The Design Committee may adopt such further reasonable rules and regulations as it deems necessary to carry out its duties.

5. No failure on the part of Su-Lyn or the Design Committee or of any other owner or owners to enforce promptly and fully the conditions and covenants and restrictions of this Building Scheme shall be or be deemed to be a waiver of the right of Su-Lyn or any owner or owners to enforce the conditions, covenants, and restrictions of this Building Scheme. The Restrictive Covenants contained herein are severable; and the invalidation of one shall not invalidate any other Restrictive Covenant or performance standard herein, and such covenant or standard shall be independent to such extent that the waiver of any one or more of these restrictive covenants or performance standards by Su-Lyn or by the owner or owners of any of the said lots, shall in no way be construed as a waiver of any of the other restrictive covenants or performance standards.

6. For the purpose of carrying out its functions under this building scheme, the Design Committee may hire, employ, and retain engineers, architects, surveyors, planners, solicitors, and costs incurred in the operation of the Design Committee shall be borne by Su-Lyn until December 31, 1976, and thereafter by the owner or owners of lots in the Building Scheme who request or require to receive the approval of the Design Committee. The Design Committee and its members acting in good faith shall be indemnified by all the owners of lots contained in the Building Scheme from any costs, fees, damages, or expenses

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which they may be required to pay to any lot owner in the Building Scheme by any court of competent jurisdiction.

7. The land covered by this Building Scheme shall be used for private residential purposes only, and no attached or semi-detached house, duplex or apartment or any house designed for more than one family shall be erected on the said lands, and no out-buildings other than a garage or summer house, and no more than one attached dwelling house may be erected on any one lot in the subdivisions, provided that nothing herein shall prevent the owner of any lot making adequate provision for domestic staff.

8. No residence shall be used for any other purpose than that of a private dwelling for a single family, and/or its domestic staff.

9. None of the land within the Building Scheme or any buildings erected thereon shall be at any time used for the purpose of any profession, trade or business of any description, or as a school, hospital, or other charitable institution; or as a hotel, apartment house, boarding or lodging house, or place of public resort.

10. None of the said lots shall be used as a junkyard, auto stores, or graveyards, slaughter house, stockyard, or for boxcars or flammable substances above the ground. No lot shall be used for depositing, dumping, burning or storing of any refuse, trash, garbage, or discarded building materials. All rubbish, trash or garbage shall be removed from the property, and shall not be allowed to accumulate thereon.

11. No exterior or interior signs, advertisements, or billboards of any kind shall be erected or exhibited in any manner on or about any of the said lots, without the prior written approval of the Design Committee or Su-Lyn. Such approval shall be in the form prescribed by Su-Lyn or the Design Committee. The issuance of approval shall be within the sole reasonable discretion of the Design Committee or Su-Lyn, provided that

13. ~~No main walls or other buildings shall be erected to the property line thereof nearer than a distance equal to ten (10%) per cent of the length of such property line; where a lot abuts on two streets, it shall be deemed to front on the street on which it abuts at a shorter distance.~~

- 3 -

which they may be required to pay to any lot owner in the Building Scheme by any court of competent jurisdiction.

7. The land covered by this Building Scheme shall be used for private residential purposes only, and no attached or semi-detached house, duplex or apartment or any house designed for more than one family shall be erected on the said lands, and no out-buildings other than a garage or summer house, and no more than one attached dwelling house may be erected on any one lot in the subdivisions, provided that nothing herein shall prevent the owner of any lot making adequate provision for domestic staff.

8. No residence shall be used for any other purpose than that of a private dwelling for a single family, and/or its domestic staff.

9. None of the land within the Building Scheme or any buildings erected thereon shall be at any time used for the purpose of any profession, trade or business of any description, or as a school, hospital, or other charitable institution; or as a hotel, apartment house, boarding or lodging house, or place of public resort.

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11. No exterior or interior signs, advertisements, or billboards of any kind shall be erected or exhibited in any manner on or about any of the said lots, without the prior written approval of the Design Committee or Su-Lyn. Such approval shall be in the form prescribed by Su-Lyn or the Design Committee. The issuance of approval shall be within the sole reasonable discretion of the Design Committee or Su-Lyn, provided that the owner of any lot or his agents may post a sign upon any of the said lots advertising the said lot for sale or lease.

12. No cattle, horses, sheep, poultry, hogs, swine or other livestock shall be kept or maintained on any of the said lots. This paragraph shall not be construed however as a prohibition or in any manner interfering with the reasonable keeping of ordinary domestic pet animals; provided that no business for selling ordinary domestic pet animals shall be established on any of the said lots.

13. No main wall or other building shall be erected within a distance of 30 feet of the front property line of any lot, nor closer to the side boundary of any lot nearer than 10% of the width of such lot.

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14. (1) Except as provided herein, no person shall allow any portion of the principal building on any of the lots to project over or on the yard
- (2) the portions of and attachments to a principal building which may project over or on a lot are:
- i) a cornice, a balcony, a belt course, a sill, a canopy, or eaves which project over a yard a distance not exceeding one-half ($\frac{1}{2}$) of the width of the smaller side yard required for the site;
 - ii) an unenclosed veranda, porch, eave, or a canopy or open balcony individually supported by cantilever which projects not more than forty-eight (48) inches over a conforming front yard;
 - iii) a chimney which is not more than eight (8) feet wide may project two (2) feet into a side yard if such projection shall not reduce the yard less than three (3) feet;
 - iv) unenclosed steps with or without a landing;
 - v) the eaves of a private garage or other accessory building if such eaves are no closer than eighteen (18) inches to a property line;

15. No buildings shall be erected on the lands unless plans showing the location of the said buildings on the properties, elevations, design and location and type of fencing have been submitted to Su-Lyn or to the Design Committee and written approval obtained. It is the intention of the parties hereto that all residences erected on the said lands shall have as far as possible, a desirable view of the surrounding countryside and no residences or other buildings shall be placed on the lands unless the location of the building on the lands has been approved by Su-Lyn or by the Design Committee.

16. No buildings shall be erected on the said lands unless the colour and exterior design of the building shall have been approved by Su-Lyn or by the Design Committee, and no alteration of the colour or exterior design of any building upon the said lands shall be made without the approval of Su-Lyn or the Design Committee.

17. No addition to any buildings, or any change in the colour scheme of any buildings shall be made unless the plans and specifications and details have been submitted to Su-Lyn or to the Design Committee, and approval in writing obtained.

18. Every building shall be completed in accordance with the plan approved by Su-Lyn or by the Design Committee, as aforesaid, before it is occupied and no building shall be deemed to be completed until the grounds and surroundings are improved in such a manner except for seeding and general landscaping as to be in keeping with the general appearance of the surrounding lands.

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19. No trailer, or mobile home or living accommodation or truck exceeding one (1) ton capacity shall be parked or placed on the lands except in the garage erected thereon or in a screened area, providing that nothing herein shall prevent an owner permitting trucks, trailers, or mobile homes to be parked on any of the said lots for a period not exceeding forty-eight (48) hours for the purposes of loading or unloading goods and merchandise.
20. No excavations shall be made on the said lots except for the purposes of building, or for the improvement of the gardens or grounds thereof. No soil, sand or gravel shall be removed from the said lots except with the permission of Su-Lyn or the Design Committee.
21. The owner of any lots herein covenants and agrees to provide easements and rights of way for the construction of services, ingress and egress, upon and through the said lots. The water services shall be taken from Artists View Park Services Ltd., or its successor company and not from any other party, individual well, or similar systems for water.
22. No evaporative or air-heating or conditioning unit or tower shall be located on the roof of any structure unless screened by walls or other adequate means in such a manner as to conceal them from the view of neighbouring lots and streets. All such units, clotheslines, fixtures, swimming pool filters, water systems, woodpiles, or storage piles, articles, goods or materials, business or personal, shall be walled in or kept screened by adequate plantings, walls or other means in such a manner as to conceal them from the view of the neighbouring lots and streets.
23. No outdoor toilets may be erected or maintained on any part of any lot or property

~~22. No out-door storage shall be permitted and all areas used for storage shall be enclosed on all sides by ^{or} masonry wall or solid fence not less than six (6) feet nor more than eight (8) feet in height. No materials or products shall be stacked to exceed the height of the wall. The Owner of any lot shall provide gravelled or surfaced parking sufficient for four (4) cars.~~

19. No trailer, or mobile home or living accommodation or truck exceeding one (1) ton capacity shall be parked or placed on the lands except in the garage erected thereon or in a screened area, providing that nothing herein shall prevent an owner permitting trucks, trailers, or mobile homes to be parked on any of the said lots for a period not exceeding forty-eight (48) hours for the purposes of loading or unloading goods and merchandise.

20. No excavations shall be made on the said lots except for the purposes of building, or for the improvement of the gardens or grounds thereof. No soil, sand or gravel shall be removed from the said lots except with the permission of Su-Lyn or the Design Committee.

21. The owner of any lots herein covenants and agrees to provide easements and rights of way for the construction of services, ingress and egress, upon and through the said lots. The water services shall be taken from Artists View Park Services Ltd., or its successor company and not from any other party, individual well, or similar systems for water.

22. No evaporative or air-heating or conditioning unit or tower shall be located on the roof of any structure unless screened by walls or other adequate means in such a manner as to conceal them from the view of neighbouring lots and streets. All such units, clotheslines, fixtures, swimming pool filters, water systems, woodpiles, or storage piles, articles, goods or materials, business or personal, shall be walled in or kept screened by adequate plantings, walls or other means in such a manner as to conceal them from the view of the neighbouring lots and streets.

23. No outdoor toilets may be erected or maintained on any part of any lot or property except during construction on the applicable lot or property.

24. No person shall alter the existing natural drainage without the prior written approval of Su-Lyn or the Design Committee.

25. All open areas of the said lots shall be maintained in a dust-free condition by landscaping with trees, shrubs, suitable ground cover, undisturbed natural growth or by covering with a material that will provide an all-weather surface.

26. No person shall construct an access for ingress or egress until the same have been approved by Su-Lyn or the Design Committee.

27. No unscreened out-door storage shall be permitted and all areas used for storage shall be enclosed on all sides by a masonry wall or solid fence not less than six (6) feet nor more than eight (8) feet in height. No materials or products shall be stacked to exceed the height of the wall. The Owner of any lot shall provide gravelled or surfaced parking sufficient for four (4) cars.

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28. Should it be necessary at any time for Su-Lyn or the Design Committee to employ counsel, to enforce any of the provisions, conditions, restrictions, performance standards or covenants herein contained, all costs incurred in the enforcement thereof including but not limited to a reasonable fee for counsel shall be paid by the owner or owners of a lot or lots who through their breach make it necessary for Su-Lyn or the Design Committee to enforce such provisions, conditions, restrictions performance standards or covenants.

29. Su-Lyn or the Design Committee and the members thereof shall have a lien upon such lot or lots to secure payment and restitution caused by any breach of the provisions conditions, restrictions, performance standards or covenants herein contained.

30. If, in the opinion of Su-Lyn or the Design Committee, any such owner is failing in his duty and responsibility, then written notice shall be given to the owner at his address filed with the Municipal District of Rockyview, or successor municipality, to undertake the care and maintenance required to restore the said property to a safe, clean, attractive and lawful condition. Should such owner fail to fulfill or commence to fulfill this duty and responsibility within seven (7) days from receipt of such notice, then Su-Lyn and the Design Committee shall have the right and power to undertake such care and maintenance. The owner of the property on which such work is performed shall be liable for the cost of any such work and shall promptly reimburse Su-Lyn or the Design Committee for the cost thereof. If such owner shall fail to comply within thirty (30) days after being billed therefor, then said cost including all reasonable expenses incurred therefor shall be a debt of such owner payable to Su-Lyn or the Design Committee, and shall be a lien against any such owner's property.

IN WITNESS WHEREOF Su-Lyn Investments Ltd. has hereunto caused its corporate seal to be affixed as attested to by its proper officers duly authorized in that behalf.

13th June 1975

SU-LYN INVESTMENTS, LTD.

[Signature]
Per: _____

IS SCHEDULE "A" TO RESTRICTIVE COVENANT DATED
BY SU-LYN INVESTMENTS LTD.

LOT NUMBER

BLOCK NUMBER

PLAN NUMBER

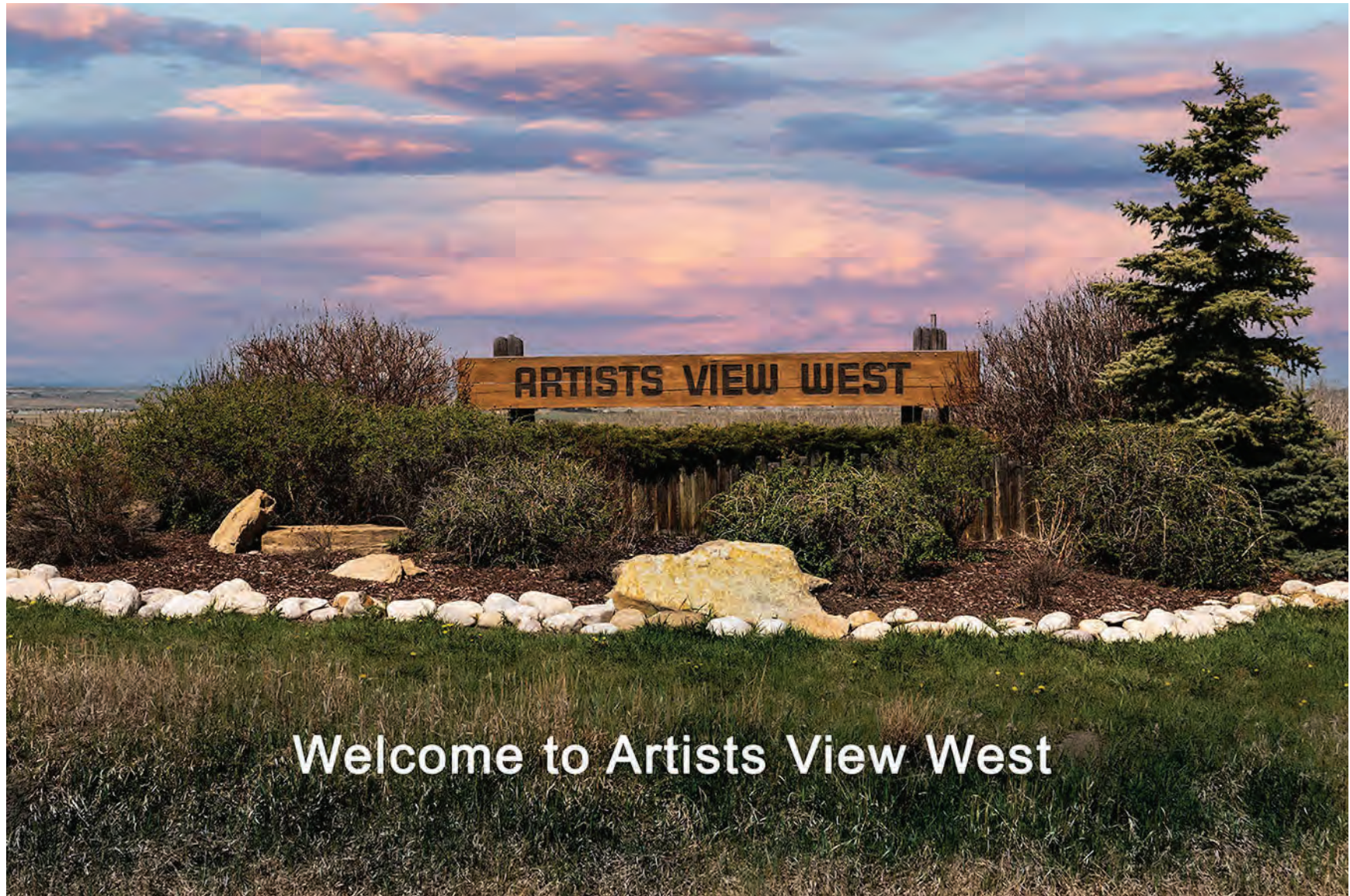
1 to ~~32~~ inclusive
32

1

751 0024



**What our Country Residential
Neighbourhood looks like!**





Entrance Off the Old Banff Coach Road





**The neighbourhood has NO FIRE HYDRANTS
therefore NO FIRE PROTECTION!**





Thus most of the homeowners
groom their ditches.



A few homes choose to leave their ditches natural.











PROPOSED OVERSIZE GARAGE







Approximate Location of proposed oversized garage,
in proximity to adjacent home.







The residents are determined to protect our unique
Country Residential Neighbourhood,



**Where the only welcome intruders
are the various wildlife that visit from time to time**

Appeal of granting of Development Permit PRDP20210477

Presentation by Tony Yarranton

Why we are here

We request the withdrawal of DP PRDP20210477 allowing construction of an 1800 sq. ft. 25 feet high “oversize” garage to be used for vehicle storage, restoration and repair at 253 Artists View Way.

Who we are

My name is Tony Yarranton. My wife and I live at 121 Artists View Way, which is one of the properties adjacent to 253 Artists View Way, the subject of the Development Permit.

I am representing 26 (81.25%) of the 32 homeowners on Artists View Way. All 26 have signed, indicating their support of this Appeal. **Exhibit #2** (updated) is a map showing the location of the homeowners who have signed this document. **Exhibits #1 and #4** are the supporting signatures.

I will start the presentation, Steve and Joan Chand’oiseau will follow, and I will briefly sum up at the end.

Status of the Development Permit

The Permit was approved by the Municipal Planning Commission at its April 14, 2021 meeting.

Rockyview County’s April 20 letter to landowners states that the proposed building would not comply with its Bylaws. The report from Administration to the Municipal Planning Commission at its April 14 meeting stated that the proposed building would exceed the maximum accessory building area by

85%, the maximum parcel coverage by 39%, the maximum building height by 9% and be less than the minimum front yard setback requirement by 13% (**Exhibit #3**). These exceedances would constitute infractions under Land Use Bylaws 325, 328, 329 and 330.

To put things in perspective, the approximately 1800 sq. ft. footprint of the proposed garage is comparable to that of several houses on Artists View Way, notably the closest house at #273 (1856 sq.ft.). The footprint of #178 is 2069.9 sq.ft. and there are two other houses with similar footprints.. 1800 sq. ft. is almost twice the maximum size allowed under Bylaw 325.

In our opinion the Municipal Planning Commission decision to grant the Development Permit was based in part on erroneous or mistaken information and that other relevant information was not made available to the Commission.

Councillor Hanson was concerned that the total “hard” area (i.e. buildings plus impermeable paving) might be large enough to generate sufficient runoff to cause drainage problems. It would be larger than the parcel coverage stated in the report if the driveway were paved, as, in fact, it is. However, according to a statement to the Commission that appeared to be made by Administration the driveway was said to be gravel so Councillor Hanson was left with an inaccurate understanding of the amount of hard area. That is relevant to the Commission’s assessment of the non compliance with Bylaw 328.

The Commission was also informed that there were no impacts on neighbours, which could be taken to imply that there were no homeowner concerns. There are impacts on neighbours, as we will show. There may have been no landowner concerns at the time because none of us knew about the proposal but if the intent was to imply that there would be no landowner concerns when we did, it was mistaken.

In addition, there was no mention in the Commission’s proceedings of the Restrictive Covenant attached to the title of every property on Artists View Way. The Restrictive Covenant #751002872 is registered on the title of lot 24, 253 Artists View Way, owner Courtney L. Makkinga (registration date 14/01/21. Exhibit #3 pages 1 and 2

Land Use Bylaw 70 reads :

“70. In reviewing a Development Permit application for a permitted use with a proposed variance or Discretionary use the Development Authority shall have regard to :

- a) The purpose and intent of the applicable district....and
- d) The circumstances and merit of the application.

Back in 1975, when Artists View Way was developed, the practice of municipal planning and the regulation of development had not advanced to its present state. Artists View Way was the first country residential subdivision to be built to the west of Calgary. One tool used by developers to control and seek to guarantee the characteristics of a subdivision development was a Restricted Covenant attached to the titles of the individual parcels. In the case of Artists View Way the original landowner Su-Lyn Investments Ltd and the Developer Artist View Park Services Ltd. agreed to attach such a covenant to the titles of parcels of land in the subdivision. (**Exhibit 5**)

The purpose of the Covenant was to preserve the country residential nature and visual attractiveness of the neighbourhood and the quality of life for those living here, or, in the words of Land Use Bylaw 70, “the purpose and intent of the applicable district”.

When a person buys a property on Artists View Way the Covenant is already attached to the title. It offers them some assurance that the nature of the neighbourhood into which they are moving will be preserved and places an obligation on them to contribute to that preservation.

The proposed building would breach several articles in the Covenant.

Articles #8, #9 and #10 of the Covenant read as follows :

8. No residence shall be used for any other purpose than that of a private dwelling for a single family, and/or its domestic staff.

9. None of the land within the Building Scheme or any buildings erected thereon shall be used at any time for the purpose of any profession, trade or business of any description.....

10. None of the said lots shall be used as a junkyard, autostores (etc.)...

The Commission might have wanted to consider whether storing, restoring and repairing vehicles conflicts with those articles had they been informed of them.

Article #13 reads :

13. No main wall or other building shall be erected within a distance of 30 feet of the front property line of any lot, nor closer to the side boundary of any lot nearer than 10% of the width of such lot.

The proposed building would be less than 30 feet from the front property line. 10% of the width of the adjacent lot owned by Steve and Joan Chand'oiseau is 29 feet. The proposed building would be less than 10 feet from the boundary with Chand'oiseau's lot. It would fail to meet both requirements.

So, the proposed building would not be compliant with the Rockyview Bylaws 325, 328, 329 and 330 and it would also conflict with Bylaw 70 : "the purpose and intent of the applicable district".

And it would not be compliant with the Artists View Restricted Covenant (**Exhibit #5**).

The Commission was given erroneous or mistaken information about the proposed development and was not made aware of other relevant information.

We are asking the Board to exercise its power under Land use Bylaw 80 to cancel the Development Permit. Bylaw 80 reads :

80. The Development Authority may cancela Development Permit by written notice to the holder when, after a Development Permit has been issued, the Development Authority becomes aware of one of the following circumstances :

- a) the application contained a misrepresentation, or
- b) Facts concerning the application or the development were not disclosed which should have been disclosed at the time the application was considered...

According to a neighbour who was an applicant, at least two past applications for permission to construct similar “oversize” buildings on Artists View Way have been unable to secure Development Permits so approving this application is unprecedented.

We believe that if the Commission had had access to more information it could reasonably have chosen Option #2 from Administration’s recommendation : “That Development Permit Application PRDP20210477 (be rejected) 1. That in the opinion of the Municipal Planning Commission the development unduly interferes with and affects the use, enjoyment and value of neighbouring parcels of land”. In this presentation we provide the information necessary to reach that conclusion.

Why we are opposed

We are opposed to the proposed building because it contravenes the Bylaws and the Artists View Restricted Covenant. Effects on the quality of life in the neighbourhood and on the neighbours adjacent to the property would be unacceptable.

We also believe that approval of this permit sets a precedent that would lead to other similar developments in our neighbourhood, which would lose its character.

Effects on the neighbourhood as a whole

Artists View Way is a country residential subdivision. People bought and buy houses to settle here in pleasant semi-rural surroundings and as much peace and quiet as is possible this close to the City of Calgary.

Dave and Carol Stinton have submitted a letter describing the quality of life in the neighbourhood. He is unable to be here today so I will read the letter on his behalf.

“Our home address is 60 Artists View Way, and this has been our family home for over 40 years, extending down through generations. Our property is the second lot on the East side of Artists View Way as you enter our community. Over these years, we have seen the gradual increase in RESIDENTIAL development such as Artists View Pointe, Solace Ridge and so on. However, none of this development has ever engaged in Commercial type structures, presumably because your bylaws prohibit Commercial Development in a residential community, and certainly the Restrictive Covenant ...clearly spells out such restrictions.”

Dave and Carol go on to observe that “...this property ALREADY has a 4 car garage on it! Surely any car “hobbyist/enthusiast” should be able to use the existing extra garages to accommodate their hobby. Requesting to further develop another structure of this magnitude can only mean the anticipation of a commercial use of some type, and this is simply unacceptable in a long-established residential community.

There are numerous residential communities that been developed over the years in the Springbank area, yet not one of these has seen the addition of a commercial based structure such as the one in question. Thus our bewilderment as to how the Board could approve such a request. Good

governance process combined with some common sense should make this project easily seen to be disruptive and not appropriate for this community. As further development has and will continue to happen in Springbank, there are many existing commercial spaces available for such a project. Surely the Board can see the benefits to all parties of keeping residential communities residential and approve commercial projects in/on commercial areas only.”

They go on to say that they support the appeal.

Our neighbour, Peter Whidden, has produced a series of photographs **(Exhibit #6)** showing the country residential nature of our Artists View Way subdivision. The captions explain what the photographs show. Could the staff please now project the mail containing the photographs on to everyone’s screen. If the panel has any questions I will endeavour to answer them.

As you have just seen in the photographs, the proposed building is as big and as tall as a 2.5 story house and it is not residential in nature. It is larger than some of the houses in the neighbourhood. It will be obtrusive. People walking or driving along the southern part of Artists View Way will find the attractive landscape vista spoiled by a commercial building.

A building of this kind belongs in a light industrial area. In addition to storage space there will be a hoist and other mechanical equipment used in repairing and restoring vehicles.

There will be noise, air pollution and hazardous chemicals associated with the building. Joan and Steve Chand’oiseau will describe these in more detail shortly.

The risk of fire will be increased. This is a significant concern because there is no fire hydrant in the subdivision and, based on experience, firefighters’ response time is unavoidably slow. Neighbours Peter and Joanne Whidden have submitted a letter that includes a passage about about fire risk and I am going to read from it :

“A major objection relates to the increased fire risks an 8 bay (4 existing and 4 proposed for a house occupied by two people) automotive operation will create. Such a set-up can only be used for restoration, mechanical repair and maintenance and storage of cars, trucks, motorcycles, etc. One bay is equipped with a hydraulic hoist thus the 25 foot height requirement. This is not a small “hobby” operation – soldering, welding, painting, flammable substances ‘ petroleum products, gasoline, lubricants, motor oil – are all an integral part of this scenario !

Addressing our concerns regarding fire, Artists View West is the only subdivision off Old Banff Coach Road that DOES NOT HAVE FIRE HYDRANTS ! If a home has a fire, that home is lost ! The Rockyview Fire Department cannot bring adequate water in their pumper trucks to protect our homes !

On July 5, 2013 Artists View West residents witnessed in horror as a neighbour’s house was engulfed in flames with the fire crews unable to prevent the total loss of a family home, furniture and personal possessions.

More recently, in June 2020, we (Joanne and Peter Whidden) witnessed this fire risk at first hand when a yard fire swept from the back of our neighbour’s treed lot on to the side and front of our grassed yard in a matter of seconds! Fortunately both our neighbours and ourselves were home. We called 911 and fought the fire with garden hoses until the fire department arrived. The flames reached within 50 feet of our cedar siding home. The pumper fire trucks were without water in an alarmingly short time and our residential garden hoses were used to finally bring the fire under control.

Vulnerability to fire is a real concern of all residents of Artists View West. These 8 garage bays and their uses are an unacceptable risk to our neighbourhood. Its proposed location is amid densely treed land that reached the adjacent neighbour’s home. Fire will travel easily from said garage to the neighbour’s treed lot and on to our home. Artist View West knows that we don’t have FIRE PROTECTION, therefore FIRE PREVENTION is our only weapon. The majority of lots are grassed and mowed as are most ditches. Fire breaks have been cut where scrub poplar abuts adjacent lots. Nevertheless the

mature trees that surround these older homes are conducive to fire spreading from lot to lot.

The increased risk of fire from an 8 bay mechanical operation is unacceptable in Artists View West.”

So the quality of life of people living in the neighbourhood is going to be impaired. The building will stick out like a sore thumb. It will add noise and pollution and increase fire risk.

Precedent

Currently none of the subdivisions in the vicinity of Artists View Way include accessory buildings as large as the one proposed here. If approved, it will set a precedent and not only for Artists View.

Not only will it set a precedent, it will encourage similar applications in future. Two neighbours have already expressed interest in building “2000 sq. ft. garages” on their properties.

We note that homeowners on Artists View Pointe, the subdivision to the east of us, have also expressed their concern about precedent in a letter submitted by Deepak Saini.

Effects on Adjacent Neighbours

There are four adjacent properties and two more separated by the road. The house owned by Steve and Joan Chand’oiseau is the closest to the proposed location of the oversized garage.

How would you feel if you had worked hard, saved your money, bought an expensive house in a beautiful country residential subdivision and somebody built an 1800 sq. ft., 25 feet high automotive garage right next to you ?

Well that is what will happen to to Steve and Joan Chand'oiseau if the Development Permit is not withdrawn.

The proposed building will have a significant adverse impact on their quality of life. I am not going to go into details here because they will be speaking next but I would point out that they have already filed a detailed letter when we posted our Notice of Appeal.

Summary

We have established that :

1. The proposed building does not conform with the Rockyview County Bylaws or the Restricted Covenant attached to the title of every property on Artists View Way.
2. The Municipal Planning Commission meeting at which the Development Permit was approved was misinformed or not informed at all about matters that might have affected its decision.
3. The effects of the construction and use of the proposed building on the quality of life in the neighbourhood and on the immediate neighbours are not acceptable in a Country Residential subdivision, particularly one bound by its Restricted Covenant to protect the country residential lifestyle it affords its residents.

As things stand, Joan and Steve Chand'oiseau will be the most severely affected neighbours. The other adjacent properties will be affected in similar ways but not as severely. The magnitude of most effects declines with distance but noise carries very well in our neighbourhood because background levels are relatively low. Visual impact depends on lines of sight so it will vary from case to case.

If the location of the proposed garage is moved within Ms Makkinga's property, one or more of the adjacent property holders could become the most

severely affected. We are not in favour of relieving one neighbour at the expense of another.

The remedy we seek is withdrawal of the Development Permit.

In our opinion the Permit was granted on the basis of inadequate or incorrect information. Withdrawal would address concerns expressed by more than 80% of the homeowners on Artist View Way about the quality of life in the neighbourhood, the setting of precedent and the effects on immediate neighbours.

We are aware that municipal planning processes often seek compromise so we have considered that possibility. Drastically reducing the area and height of the building to comply with the Bylaws and the Restrictive Covenant would mean that it could not achieve its purpose. So the scope for compromise appears limited or non-existent.

As the Whiddens point out in their letter, Courtney Makkinga and Michael Kemp are new residents of Artists View Way. With time they will realize the exceptional quality of life this neighbourhood offers and why their neighbours are determined to protect its residential integrity.