



Notice of Appeal

Subdivision and Development Appeal Board (SDAB)
Foothills County www.foothillscountyab.ca

309 Macleod Trail, Box 5605, High River, AB T1V 1M7 • Tel: 403-652-2341 Fax: 403-652-7880

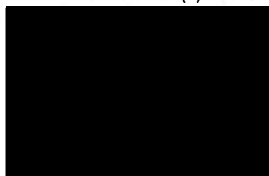
APPELLANT INFORMATION (e.g. Landowner or Affected Party)			
Name of Appellant(s) Tony and Donna Epp			
Mailing Address		Province	Postal Code
Main Phone #		Alternate Phone #	
I consent to receive documents by email: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Email Address			
AGENT INFORMATION & CERTIFICATION (complete section if applicable)			
Name of Organization:			
Contact Name:			
Mailing Address		Province	Postal Code
Main Phone #			
I consent to receive documents by email: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Email Address:			
I (We) _____ hereby authorize _____ to act on my (our) behalf on matters pertaining to this appeal.			
Signature of Appellant(s)	Date	Signature of Appellant(s)	Date
SITE INFORMATION			
Municipal Address (house and street number):			
Legal Land Description: Quarter-Section	Plan Township	Block Range	Lot Meridian
SW28	21	29	W4M Lot 3 Bl

I AM APPEALING (check only one)		
Development Authority Decision <input checked="" type="checkbox"/> Approval <input type="checkbox"/> Conditions of Approval <input type="checkbox"/> Refusal <u>Development Permit #</u> Date of Decision: (Y/M/D) <u>2025/03/12</u>	Subdivision Authority Decision <input type="checkbox"/> Approval <input type="checkbox"/> Conditions of Approval <input type="checkbox"/> Refusal <u>Subdivision Application #</u> Date of Decision: (Y/M/D) _____	Decision of Enforcement Services <input type="checkbox"/> Stop Order <input type="checkbox"/> Compliance Order <u>Enforcement Order #</u> Date of Decision: (Y/M/D) _____
REASON FOR APPEAL (attach separate page(s) if required)		
All appeals should contain the reasons for the appeal, including the issues in the decision or the conditions imposed in the approval that are the subject of the appeal.		
Develop Permit #25D 010 The permit holder has been operating the concrete business since moving into the residence some 2.5 to 3 years ago. Since that time, the number of vehicles, equipment (trailers and bobcats), piles of concrete forms, an piles of dirt, gravel, and broken concrete have increased. The permit holder has also leveled a parking area next to the driveway. With vehicle traffic to and from the business, there is often mud and gravel on 1020 Drive. The Development Approval specifies landscaping to hide the stockpiles from sight of the neighbouring property. Based on the size of trees and shrubs prescribed in the landscaping plan, the growth of this vegetation will take years to adequately screen the property. And that relies on the business owner's willingness to adequately establish and maintain this vegetation. The developer of the 5 lots on 1020 Drive East did so with the aim to create a development that enjoyed and fit in		

TURN OVER AND COMPLETE REVERSE SIDE

The developer of the 5 lots on 1020 Drive East did so with the aim to create a development that enjoyed and fit in with the existing natural state of the land to be developed. He went so far as to place covenants a number of covenants on the land titles, one of which is that no business shall be established on any of the lots unless it is wholly contained within the residence. We were made aware of those covenants when we purchased our property and those covenants were one of the reasons we did purchase our acreage. See back

This information is being collected for the Subdivision and Development Appeal Board of Foothills County and will be used to process your appeal and to create a public record of the appeal hearing. This information is collected in accordance with Section 33(c) of the Freedom of Information and Protection of Privacy Act. If you have any questions regarding the collection of this information, contact the FOIP Coordinator at (403) 652-2341.



Signature of Appellant(s) OR
Authorized to Act on Behalf of Appellant(s)

April 3/25
Date

A hearing must be held within 30 days from the receipt of your Notice of Appeal. Written notice of the date and time of the hearing will be sent by regular mail. If the appeal is against the decision of a Subdivision Authority, notice will be sent to the appellant, landowner(s) of the subject property, and to landowners adjacent to the subject property. If the appeal is against the decision of a Development Authority, notice will be sent to the appellant, landowner(s) of the subject property and to landowners located within the half mile surrounding the subject property.

****NOTE FOR EMAIL SUBMISSIONS ONLY: IF YOU DO NOT RECEIVE AN EMAIL CONFIRMATION NOTIFYING YOU OF RECEIPT OF YOUR APPEAL, PLEASE CONTACT THE SDAB CLERK IMMEDIATELY. ****

PAYMENT OF APPEAL FEE

If submitting the Notice of Appeal form and paying the appeal fee in person, you do not need to complete this section.
If submitting the Notice of Appeal form by email, you must complete this section.

Appeal fees are outlined on the attached information sheet - Submitting an Appeal

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CREDIT CARD INFORMATION	
Card type:	<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> American Express
Name as it appears on Card:	Card Number:
Date of Expiry:	CVC:
Authorization: I authorize Foothills County to charge \$ to my credit card.	
Signature of Card Holder:	Date:
FOR OFFICE USE ONLY	
Authorized By:	Date: Receipt #:

Use of the front yard by the business owner for storage of vehicles and equipment, and stockpiles of materials does not fit with the intended enjoyment of the area, and the provisions in the development approval will not remove the unsightliness of the business for many years to come. We respectfully ask that the County reverse its decision regarding the business licence as it stands. We do not want to remove the ability of the business owner to earn a ~~living~~ living. Therefore, if the County consents, we would ask that ^{an amended} ~~the~~ permit be issued but without the ability of the business owner to store equipment (boats, trailers) or stockpiles of materials (forms, broken concrete, gravel, dirt on the property).

Pic 1



Pic 2



Pic 3



Pic 4



Pic 5



Pic 6



**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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RESTRICTIVE COVENANT

by STEVE ALLAN HANHART AND JOHANNA HANHART. ("the Developer")

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RESTRICTIVE COVENANT

RECITALS

1. WHEREAS STEVE ALLAN HANHART AND JOHANNA HANHART ("hereinafter referred to as "the Developer") of Box 4, Site 5, RR 1, DeWinton, Alberta, T0L 0X0 is the registered owner of all those lands described as lots in Schedule "A" attached hereto, hereinafter referred to as "the lot(s)";
2. WHEREAS the Developer deems it desirable that a building scheme be imposed upon the lot(s) and that certain land use, building restrictions and other conditions should be placed on the lot(s) in order to maintain certain standards of architecture for the benefit of all owners, their heirs, executors, successors and assigns;
3. WHEREAS the Developer has developed a general building scheme for the lots, and considers it desirable for the greater enjoyment, enhanced value and benefit of the owner or owner(s) of the lot(s) to impose certain restrictions and covenants deemed to run with the lands, and that certain lot(s) shall be conveyed subject to the restrictions, conditions, covenants, requirements, rules and regulations hereinafter set forth;
4. WHEREAS the Developer claims an interest in the said lands by virtue of ownership and by virtue of the aforesaid restrictions and other conditions as set forth herein;

NOW THEREFORE THIS DEED WITNESSETH that consideration of the foregoing, the Developer does hereby for himself, his assigns and successors in title covenant as follows:

THIS RESTRICTIVE COVENANT WITNESSETH:

1. THAT all of the lot(s) shall be subject to the restrictions, conditions, requirements, rules and regulations (hereinafter collectively and individually referred to as "the covenant(s)" set forth in Schedules "A" and "B" attached hereto and forming part of this Restrictive Covenant, which covenants shall be deemed to be covenants running with the land and shall be binding on and enure to the benefit of all of the lot(s) and owners thereof in the said scheme, such land use and building restrictions and conditions may be enforced by the owner of any lot(s) or in such subsequent plans of subdivision affecting the lot(s);
2. THAT this Restrictive Covenant shall be enforceable by the Registered Owner or Registered Owners of any or each of the lot(s) and any waiver by any Registered Owner or Registered Owners of the strict performance of any covenant(s) set out herein, shall not of itself constitute a waiver or abrogate any of the other covenants set out herein;
3. FAILURE to enforce any land use building restriction or condition herein shall not constitute a waiver of such restriction or condition and any restriction or condition herein may be enforced as soon as a breach of such restriction or condition occurs;
4. INVALIDATION of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect;
5. IF any dispute or difference arises over the interpretation of the restrictions and conditions herein contained or as to the stage of construction of any building, such dispute or difference shall be referred to arbitration pursuant to the Arbitration Act of the Province of Alberta, whose decision shall be final and binding;

6. THAT no action shall lie against the Developer or the Developer's agents for damages for breach of any one or more covenants contained in this Restrictive Covenant except against the Developer if the Developer is registered as owner of the lot alleged and proven to be in breach of this Restrictive Covenant. This covenant shall constitute an absolute defense to any such action and may be pleaded as such;
7. THAT the recitals contained in this Restrictive Covenant are incorporated herein by reference and form an integral part of this Restrictive Covenant.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 3 day of August, 1997

THE DEVELOPER:

Print Name: STEVE HANNAT

WITNESS

Signature:

Print Name: ELA HANNAT

Signature:

WITNESS

SCHEDULE "A"

This is Schedule "A" to the Restrictive Covenant by STEVE ALLAN HANHART AND JOHANNA HANHART ("the Developer").

LAND DESCRIPTION

Lots 2 through 5 inclusive, Block B as shown on Plan 9910867
Excepting thereout all mines and minerals.



SCHEDULE "B"

This is Schedule "B" to the Restricted Covenant by STEVE ALLAN HANHART AND JOHANNA HANHART ("the Developer").

1. LAND USE REGULATIONS

- a) NOTWITHSTANDING anything to the contrary now or hereafter contained in any Land Use Bylaw or similar bylaw or regulation passed by the Municipal District of Foothills No. 31 or other authority having jurisdiction, no lot(s) or any portion of the land comprised therein shall be used for any purpose other than as a site for a single detached dwelling and such ancillary activities related thereto as are not elsewhere prohibited or restricted by the terms of this Restrictive Covenant.
- b) NO use whatsoever shall be made of any lot(s), and the land comprised herein shall not be excavated, cultivated, trenched, dug up or otherwise disturbed or altered from its natural state until such time as a single detached dwelling is erected thereon.
- c) NO lot(s) shall be used for any trade or business or otherwise than for residential purposes or for the storage or stockpiling of any materials or supplies or stock-in-trade or other machinery or equipment. Notwithstanding, a business may be carried on in a residence if it is wholly contained in that residence and does not attract the general public to the said lot(s).
- d) NO mobile homes, used and moved-in buildings and trailers may be used for temporary or permanent housing on the lot(s) and mobile homes, used and moved-in buildings and trailers, other than holiday trailers or vehicles, are prohibited on the lot(s). Notwithstanding, construction trailers may be allowed on the lot(s) during the construction of a single detached dwelling at the sole discretion of the Developer, however, such construction trailers shall be immediately removed from the lot(s) upon substantial completion of the single detached dwelling.
- e) NO activity shall be undertaken or permitted to be undertaken on the lot(s) which creates or might reasonably be expected to create dust, smell, smoke (burning barrels shall not be permitted), noise or traffic incompatible with a residential community.
- f) USED car bodies, antiques, stockpiles of hay or feed, gasoline tanks or other fuel tanks or stands or other materials or equipment must be stored inside a structure which will conceal their view from any other lot(s).
- g) No more than one holiday trailers or RV shall be stored outside on a lot.
- h) NO grain bins or similar structures designed to contain livestock feeds shall be permitted on the lot(s).
- i) NO commercial dog kennels or other commercial activities in which animals, birds or other livestock are bred, boarded or contained for profit shall be permitted on the lot(s).
- j) NO commercial vehicle of a maximum weight in excess of 9,000 pounds Gross Vehicle Weight (GVW) shall remain on the lot(s) for longer than is reasonably necessary to load or unload such vehicle.
- k) NO refuse pile or unsightly objects shall be allowed to be placed or be allowed to remain anywhere on the lot(s).

2.

BUILDING DESIGN REGULATIONS

- a) **NO** single detached dwelling shall be constructed on the lot(s) having a habitable area which is less than:

- (i) 1,500 square feet for a Bungalow design;
- (ii) 2,000 square feet for a Two Storey design; and
- (iii) 1,500 square feet (both levels) for a Split Level design.

In calculating the ground area of a single detached dwelling, measurements shall be taken as the outside measurements of the main wall of the building at ground level. It shall not include any garage, which does not have habitable rooms above it and shall not include porches, verandahs or unheated sun-rooms.

- b) **NO** single detached dwelling shall be constructed unless.

- (i) the principle building includes a minimum of a double car garage;
- (ii) the dwelling has a minimum roof pitch of 5:12; and
- (iii) the dominant exterior finish on each building on the lot(s) is carried around all elevations and is not limited to the front elevation thereof.

- c) **ATTACHED** garages shall not be the dominant feature of the front elevation and should be attached to the side of the dwelling as opposed to the front.

- d) **ONE** material shall predominate for the exterior finish on all buildings on the said lands, with a maximum of three materials being used on one building. Natural finish materials such as brick, stone, solid wood, stucco, vinyl and glass siding shall be used. Metal siding, in conjunction with brick or stone detail, may only be used with the approval of the Developer. All exterior finish colours should be earth tones and cannot be bright blue, yellow, red, green, purple, pink or orange.

- e) **ROOF FINISHES** of all buildings on the lot(s) shall be complimentary to the building finish and shall be architectural asphalt shingles (laminated), cedar shakes, pine shakes, clay or concrete tiles. Pre-finished colour metal may only be used with the approval of the Developer. Asphalt shingles shall not be used on any buildings on the lot(s) unless approved by the Developer.

- f) **FIREPLACE** and furnace chimney finishes on all buildings on the lot(s) shall be matching or complimentary brick, masonry, stone or the same materials as the walls of which they form a part.

- g) **NO** accessory buildings and improvements shall be constructed that does not complement the architectural style and exterior finish of the dwelling on the lot.

- h) **NOTWITHSTANDING** the provisions of clauses a to f inclusive, the Developer can in its sole discretion waive any of the provisions contained in clauses a to f inclusive where it is shown to the Developer that such waiver does not in any way detract from the within building scheme or adversely affect any other lot(s).

3.

LOT DEVELOPMENT REGULATIONS

- a) BUILDINGS and other improvements shall be located to:
 - (i) minimize disturbance to the natural vegetation and/or topography of the site;
 - (ii) preserve natural unobstructed views and privacy as much as possible to all lot(s) within the subdivision consistent with the Municipal District of Foothills No. 31 setback bylaws.
- b) ALL signs are prohibited with the exception of:
 - (i) identification signs showing the name of the owner or occupant;
 - (ii) temporary signs for the purpose of advertising the sale of a lot(s);
 - (iii) any signs erected by the Developer;
 - (iv) fire area code signs, such signs to comply with the Municipal District of Foothills No. 31 requirements and specifications;
 - (v) where a home occupation has been approved for the property, a sign which has been approved by the municipal government.
- c) NO chain link fence is permitted to be erected on the lot(s). Notwithstanding this provision, chain link fence may be used for the purpose of containing a dog run provided that the Developer shall approve the size, design and approximate location within the lot(s).
- d) NO boundary walls or fences shall be constructed with a height of more than 1.83 metres (6 feet).
- e) THE elevation of the lot(s) shall not be changed as to materially affect the surrounding lot(s). No earthen material, rock, gravel or clay shall be excavated or removed from the lot(s) for any purposes except for the purpose of building or for the improvement of the gardens or grounds of the said lot(s).
- f) THE contours of any lot(s) shall not be altered in any way which would affect the natural drainage course or any drainage course created by the construction of roads or driveways, except with the approval of the Municipal District of Foothills No. 31.
- g) STRUCTURES, fences, debris, snow or obstructions shall not be permitted that would prevent, restrict, impound, block, divert or in any way interfere with the drainage or flow of water to, on, or from the lot(s), provided that this covenant shall not apply to any improvements as approved by the Municipal District of Foothills No. 31 or any other public authority exercising jurisdiction in connection with construction of aforementioned improvements.
- h) LOT grading and landscaping shall not interfere with the natural drainage pattern and shall conform to the natural contours of the site consistent with the natural drainage pattern of the subdivision.