

# Community Association Response

June 30, 2025  
Development  
Richmond Knob Hill Community Association

The developer has sought to have the Restrictive Covenant overthrown on this lot, 1309 Richmond Road SW, by attempting to "set up minimum density **to exclude single, duplex or semi-detached**; [to achieve] a **maximum building height of 12 metres** (increase from current 11 metres); [and establish] **the uses listed in the proposed H-GO designation**" (LOC2025-0109).

In reading this application it is assumed that the Developer is wanting to remove single detached, semi-detached or duplex requirements from this land use in order to overthrow a Restrictive Covenant registered on title and then suggest they will achieve a promise of LEED and environmentally informed development of some unknown specification. The City should be just as suspect as the Community Association. This is an inappropriate application request given the practice, policy and precedent of all land use practices for the City of Calgary and, most importantly, the civil law of Restrictive Covenants.

Firstly, the Richmond Knob Hill Community Association **does not** support any tactic to circumvent civil law, and the Land Titles Act Restrictive Covenants (RCs). Just as any law-abiding entity, the City must not bypass established legally binding contracts, especially where the current policy sufficiently applies.

Citizens have the right to depend on these contractual rights as the letter of the law. The City of Calgary statement substantiates this:

**Restrictive covenants are a private civil agreement between the parties listed on the agreement.** The City of Calgary reviews Development Permits and Land Use Amendments in accordance with the legislative framework set out under Part 17 of the Municipal Government Act (MGA). Our planning review and considerations are not bound by the restrictive covenant. **The City does not determine the validity, nor enforce private agreements between landowners when determining the appropriateness of a Land Use Bylaw amendment. The validity and enforcement of a restrictive covenant is a private civil matter to be dealt with between the parties subject to the agreement,** if one or more of those parties choose to do so.

<https://www.calgary.ca/planning/projects/rezoning-for-housing/faq.html>

Per the Act, and the City of Calgary's publicized planning communication, Restrictive Covenants should be a matter for Alberta's civil court system. This process upholds the shared RC neighbour's rights to determine whether there should be a removal of a Restrictive Covenant. It is not the City's determination to grant Direct Control rezoning for the convenience of a Developer.

As for the City's stance, it has been transparent, throughout the engagement and interpretation of feedback of the West Elbow Communities Land Use Plan, in its disregard of the majority of RC homeowners in redetermining land use guidelines to achieve precedent-setting tactics to

approve relaxations and essentially change RC legal designation and to accommodate the Developer's push to overdevelop.

The point remains that **the City cannot intervene in this civil matter where the Restrictive Covenant must be handled through a Civil Court.** All RC neighbours have the right to rely on these covenants and to then fairly defend them in court. The Developer is fully aware of Restrictive Covenants when purchasing the land. For the City to engage with the Developer is inappropriate, an overreach, and further an incomprehensible breach of trust.

Changes to the Restrictive Covenant must be adjudicated through the Province of Alberta Civil Court system in a fair and consistent manner. The public interest must include other RC holding entities who matter most in this debate; first in civil court.

Then the City must engage the wider community in the Land Use and Development Planning cycles of engagement, as they are required to do to ensure the balance of policy and public interest.

The Developer's interpretation of the road as a "neighbourhood connector" seems to benefit their own agenda. The actual West Elbow Communities Local Area Plan (2025) states connectors are primarily given a residential focus "...at all scales, redevelopment should consider existing context, parcel layout, building massing, and landscaping to sensitively integrate into the community" (p. 34). This is consistently reiterated throughout the plan that "...the focus of development, should consider the local built form context" (p. 138). While it seems simplistic to rely on the low hanging fruit of "a range of lane access and off-street parking", the Developer is opportunistically utilizing their needs to the exclusion of the overall West Elbow Community plan **and those of the Restrictive Covenant.**

While the Developer suggested they can circumvent various policies and laws because the West Elbow Community plan seemed to suggest that local area plans can be interpreted to support their plea, we must remind both the City and the Developer that the Policy Framework firstly stipulates that "this Plan must be read in conjunction with The City's municipal development plan and other City of Calgary policy and guiding documents, unless otherwise indicated", which of course includes, and in this case is superseded by, civil law. (p. 129).

Richmond Knob Hill Community Association **does not** support the application LOC2025-0109 to redesignate this land.