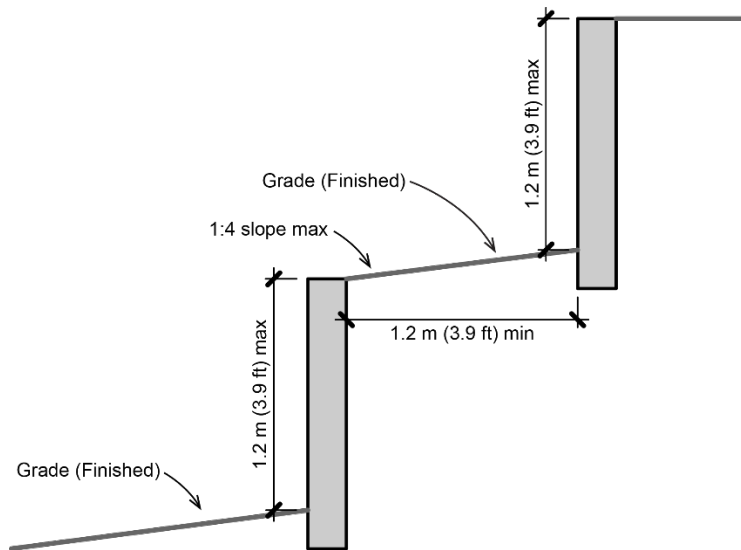


**A. Fencing**

1. Unless otherwise provided in this Bylaw, the following shall apply to all **Lots** within the **Urban Growth Boundary**:
  - a. No fence shall be constructed on a **Lot** to a **Height** exceeding:
    - i. 1.9 m (6.2 ft), or
    - ii. 1.2 m (3.9 ft) when it is located within a required **Yard (Front)** or **Yard (Exterior Side)** on a flanking **Street**,
  - b. Electric fencing is not permitted, and
    - iii. Barbed wire, and or razor wire are not permitted, except within *Commercial*, *Industrial*, and *Institutional* designations where barbed wire or razor wire is located on a fence or wall above a height of 2.0 m.
  - c. Where a fence or similar **Structure** is located on top of a wall, the **Height** of the fence shall not exceed 1.5 m (4.9 ft).
  - d. A **Lot** designated *Urban Residential* and *Urban Compact*:
    - i. Where the **Lot Line (Rear)** of a **Lot** abuts the **Lot Line (Interior)** of an adjoining **Lot**, the **Height** of fences, or walls, on such a rear **Lot** shall not be greater than the **Height** permitted on the side line of an adjoining **Lot** at the point of abutment.
    - ii. Where a fence is erected in a required **Yard (Front)** on a flanking **Street**, the fence shall be a visually permeable picket, rail, metal or other material fence. To be considered visually permeable, a fence must have a minimum of 33% open.
  - e. A fence may only be constructed of wood, masonry materials (excluding poured concrete), metal, pre-cast manufactured perforated or decorative concrete blocks or panels, and any combination thereof.

**B. Retaining Walls**

1. The maximum exposed **Height** of a retaining wall at any point on the property, on a Lot designated Suburban Residential, Urban Residential, Urban Compact and Attached Multi-unit Residential, unless otherwise required as a condition of subdivision approval, shall not exceed 1.2 m (3.9 ft) in **Height** measured at **Grade (Finished)**.
2. The minimum distance between retaining wall structures, on a Lot designated Suburban Residential, Urban Residential, Urban Compact and Attached Multi-unit Residential, unless otherwise required as a condition of subdivision approval, shall be 1.2 m (3.9 ft).
3. The maximum slope of **Grade (Finished)** between retaining wall structures shall be no more than 1:4 (1 rise:4 run).
4. Blank concrete block retaining walls shall not be permitted on a Lot designated Suburban Residential, Urban Residential, Urban Compact and Attached Multi-unit Residential.
5. The Approving Officer may approve retaining walls in excess of 1.2 m (3.9 ft) as a condition of subdivision.
6. The following provides a visual example of the requirements of Section 112 part B:



**C. Landscaping**

1. Where **Landscaping** is required by this Bylaw, no **Development** shall commence:
  - a. unless a **Landscaping Plan** has been approved, as part of a development permit application; and
  - b. unless the required security for the **Landscape Plan** has been submitted to the satisfaction of the **District**.
  - c. unless covered by the provisions of a Development Agreement, any **Landscaping Area** between the property line and the existing curb must be incorporated into the landscape plan and shall be landscaped concurrently with the landscaping on the **Lot**.
2. **Landscaping** on a **Development Lot** shall comply with the following:
  - a. Trees, shrubs and **Landscape Screens** shall be provided in the following amounts except where **Buildings** and **Structures** cover 90%, or greater of a **Lot**:

OCP Designation	Landscaping for Surface <b>Motor Vehicle</b> Parking Areas	Landscaping for <b>Landscape Areas</b>
Mission City <i>Downtown, Mixed-use Commercial/Residential, Neighbourhood Centre, Attached Multi-unit Residential, Mid-Rise Multi-unit Residential, Commercial, Industrial, Future Employment Lands, and Institutional.</i>	<p>1 tree per 5 <b>Off Street Motor Vehicle Parking Spaces</b>.</p> <p>Each tree shall be provided a minimum of 2.0 sq m (21.5 sq ft) of space.</p> <p>A landscape strip at least 4.0 m (13.1 ft) shall be provided when a <b>Motor Vehicle</b> parking area is adjacent to a <b>Street</b>, and</p> <p>Shall provide a fence or <b>Landscape Screen</b> with a minimum height of 1.5 m (4.9 ft) when adjacent to a <b>Lot</b> that:</p> <ul style="list-style-type: none"> <li>• is designated: <i>Urban Residential, Urban Compact,</i></li> </ul>	<p>1 tree and 1 shrub for each 15.0 sq m (161.5 sq ft) of <b>Landscape Area</b>.</p> <p>Each tree shall be provided a minimum of 2.0 sq m (21.5 sq ft) of space.</p> <p>Shall provide a fence or <b>Landscape Screen</b> with a minimum <b>Height</b> of 1.5 m (4.9 ft) when adjacent to a <b>Lot</b> that:</p> <ul style="list-style-type: none"> <li>• is designated <i>Urban Residential, Urban Compact, Suburban Residential, Rural, Rural Residential;</i> or</li> </ul>

<i>OCP</i> Designation	<i>Landscaping</i> for Surface <b>Motor Vehicle</b> Parking Areas	<i>Landscaping</i> for <b>Landscape</b> Areas
	<i>Suburban Residential, Rural, Rural Residential</i> ; or <ul style="list-style-type: none"> <li>contains an existing residential land <b>Use</b>.</li> </ul>	<ul style="list-style-type: none"> <li>contains an existing residential land <b>Use</b>.</li> </ul>
<i>Urban Residential, Urban Compact, Suburban Residential, Rural Residential, and Rural.</i>	N/A	In accordance with LAN.32 – Tree Retention / Replanting Policy.
<i>Resource Industrial.</i>	N/A	N/A

- b. Tree and shrubs referenced in 2 (a), above, shall comply with the following:
- i. Tree species at maturity shall have an average spread of crown greater than 5.0 m (16.4 ft). Trees having a lesser average mature crown of 5.0 m (16.4 ft) may be grouped so as to create the equivalent of 5.0 m (16.4 ft) or greater crown at maturity;
  - ii. Deciduous trees shall have a caliper of least 60 mm (2.4 in) caliper;
  - iii. Deciduous shrubs shall have a minimum height of 450 mm (17.7 in);
  - iv. Coniferous trees shall have a minimum height of 2.5 m (8.2 ft); and
  - v. Coniferous shrubs shall have a minimum spread of 450 mm (17.7 in).
3. When existing trees retained on a **Development Lot**:
- a. are at least 15.0 cm (6.0 in) in calliper, they may count double towards meeting the tree requirements of this Section.
  - b. are at least 25.0 cm (9.8 in) in calliper, they may count triple towards meeting the tree requirements of this Section.
4. Existing **Landscaping** or natural vegetation that is to be retained must be protected to the furthest extent of the drip line and the final grading of the site should not alter the existing grade within the root zone more than 20 cm. All *landscaping* materials and installation shall meet or exceed the *British Columbia Nursery Trades Association Standards* (BCNTA) and be regularly maintained.
5. All plant materials shall be hardy and indigenous to the **District** and to the location on the **Lot** where they are planted.
6. In the event that plant material required in an approved **Development** is inappropriate or fails to survive the plant materials shall be replaced with alternate materials that are hardy and indigenous to the **District** and meet or exceed the BCNTA standards.

**D. Landscaping Security**

1. The **Landscape Architect**, based on the information provided on the **Landscape Plan**, shall calculate the **Landscaping** costs. If the **District** does not accept the costs identified by the **Landscape Architect**, they may determine a different landscaping cost figure for the purpose of determining the value of the landscaping security.
  - a. The **District** shall require, as a condition of a development permit application, that the owner provide a monetary security to ensure that **Landscaping** is provided in accordance with the approved **Landscape Plan**, and maintained for two growing seasons. The security shall be provided as cash, or an irrevocable letter of credit, with a value equal to 110% of landscape materials, labour and installation costs.
  - b. Where a **Lot** is to be developed in phases, **Landscaping** and landscaping security need only be provided on that portion of the **Lot(s)** to be approved in each phase. **Landscaping** and landscaping security shall be required in subsequent phases on the remainder of the site at the time these are approved and developed.
  - c. If cash is offered as the **Landscaping** security, it shall be held by the **District**, without interest payable, until the **Landscaping** has been installed and successfully maintained for one calendar year from date of installation.
  - d. If a letter of credit is offered as the **Landscaping** security, it shall be in a form satisfactory to the **District**. The initial term of the letter of credit shall be one year. The owner shall renew the letter of credit for a further one-year term 30 days prior to expiry. This process shall be repeated as many times as is necessary so that the letter of credit is maintained until the installation of landscaping has occurred and maintenance of the **Landscaping** has been carried out one calendar year from date of installation, as determined by and to the satisfaction of the **District**.
  - e. The owner shall notify the **District** 30 days prior to the expiry date of the letter of credit, in order to provide sufficient time for the **District** to inspect the site and to determine if the **Landscaping** is well maintained and developed in accordance with the regulations of this Bylaw. If **Landscaping** conditions are satisfactory to the District, the letter of credit may be released. If inspection cannot be made within this 30-day period due to weather conditions or other extenuating circumstances, the **District** may require renewal of the letter of credit until a satisfactory inspection can be made.
  - f. Upon application by the owner's representative, a letter of credit may be amended to a reduced amount, for attachment to the original letter of credit, at the discretion of the **District**, when any of the following events occur and are to the satisfaction of the District:
    - i. the required **Landscaping** has been properly installed.
    - ii. the required **Landscaping** has been well maintained and is in a healthy condition after one growing season.
    - iii. the required **Landscaping** has been well maintained and is in a healthy condition after two growing seasons. In this last case, the letter of credit shall be fully released.
    - iv. receipt of a comfort letter from the **Landscape Architect** of record.
  - g. Any letter of credit shall allow for partial draws. If the **Landscaping** is not completed in accordance with the approved **Landscape Plan** within one growing season after completion of the **Development**, or if the **Landscaping** is not well maintained and in a healthy condition two growing seasons after completion of the **Landscaping**, the **District** may draw on a cash security or a letter of credit and the amount thereof shall be paid to the **District** for its use absolutely. All expenses incurred by the

**District** to renew or draw upon a letter of credit shall be reimbursed by the owner to the **District** by payment of invoice or from the proceeds of the letter of credit.

- h. In the event the owner does not complete the required **Landscaping**, or if the owner fails to maintain the **Landscaping** in the healthy condition to the satisfaction of the **District** for the specified periods of time and the cash or the proceeds from the letter of credit are insufficient for the **District** to complete the required work, should it elect to do so, then the owner shall pay such deficiency to the **District** immediately upon being invoiced. The **District** shall provide an accounting to the owner indicating how the proceeds of the letter of credit were applied, within 60 days of completing or maintaining the **Landscaping**.
- i. Upon receipt of a written request from the parties involved in the **Development**, including but not limited to the property owner, condominium association or the issuer of the letter of credit, the **District** may schedule an inspection of the finished **Landscaping**. Inspections may be made during the normal growing season, April 15 through October 15.