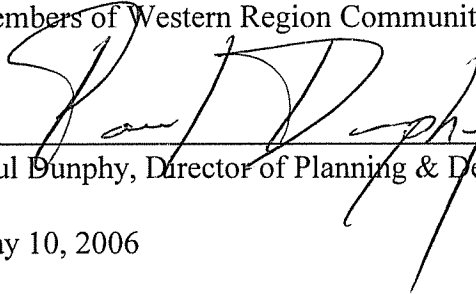


**Western Region Community Council
May 30, 2006**

To: Members of Western Region Community Council

Submitted by: 
Paul Dunphy, Director of Planning & Development Services

Date: May 10, 2006

Subject: Case 00888: Development agreement - 1434 and 1440 St. Margarets Bay Road, Lakeside

ORIGIN:

Request by Lakeside Child Care Centre Inc. to discharge the development agreement for 1440 St. Margarets Bay Road, and to enter into a new development agreement to permit a day care for up to 70 children at 1434 St. Margarets Bay Road and 1440 St. Margarets Bay Road, Lakeside.

RECOMMENDATION:

It is recommended that Western Region Community Council:

- . Give Notice of Motion to consider the attached development agreement and to schedule the public hearing;
- . Approve the development agreement, included as Attachment A of this report, to permit a day care for up to 70 children at 1434 and 1440 St. Margarets Bay Road, Lakeside;
- . Subject to the development agreement coming into effect, discharge the development agreement referenced as Municipal Case Number 00827 (Attachment B); and
- . Require that the development agreement be signed within 120 days, or any extension thereof granted by Community Council on request of the applicant, from the date of final approval by Community Council and any other bodies as necessary, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND:

Lakeside Child Care Centre Inc. has applied for a development agreement to permit a day care for up to 35 children, to occupy the existing commercial/residential building at 1440 St. Margarets Bay Road and to permit up to 35 children at 1434 St. Margarets Bay Road. The sites are located on the south side of the St. Margarets Bay Road in Lakeside (see Map 1). This development agreement would replace the existing development agreement for 1440 St. Margarets Bay Road that permits a day care for up to 35 children (Case 00827).

Enabling Policy:

The sites are zoned C-1 (Local Business) and are designated Urban Residential (UR) per the *Timberlea, Lakeside, Beechville Municipal Planning Strategy (MPS)*. The MPS suggests that community facility uses such as larger scale day cares are an appropriate use for the plan area, but should only be considered through a development agreement. The MPS sets out criteria to evaluate the proposal prior to the Municipality entering into a development agreement (see Attachment C). The criteria to be considered for a development agreement include site-specific controls such as:

- landscaping;
- open space configuration;
- traffic generation;
- buffering from adjacent uses; and,
- parking.

DISCUSSION:

As portions of the sites are landscaped and the exteriors of the buildings are in good condition, the Developer proposes minor changes to the sites which include:

1. 1434 St. Margarets Bay Road:
 - five parking spaces with one space being reserved for the tenant of the apartment (Section 2.3.2.1); and,
2. 1440 St. Margarets Bay Road:
 - thirteen parking spaces with one of the parking spaces reserved for the tenant of the apartment (Section 2.3.2.2),
 - planters or concrete barriers along the front of the property to restrict access and egress for the sites (Section 2.3.4),
 - landscaping including retention of existing flower beds and a tree retention area at the rear of the property at 1440 St. Margarets Bay Road (Section 2.4.1 to 2.4.3); and,
 - a fenced play area (Sections 2.4.4, 2.4.5).

The fence at 1440 St. Margarets Bay Road screens the development from the adjacent residential use and provides a secure outdoor play area for the children. The fence was constructed in the spring of 2006.

To ensure traffic safety, the Developer must:

- ensure that the line of sight for the stopping sight distance to the proposed driveway is not blocked by the required planters or other barrier devices (Section 2.3.6); and,
- place precast parking curbs from the west edge of the proposed driveway westerly to the property line along the frontage on St. Margarets Bay Road (Section 2.3.7).

Provisions are included in Section 3.1 that allow the Developer to request an increase in the number of day care spaces through resolution of Council. The Developer would be required to meet all Municipal and Provincial requirements.

Public Information Meeting

A public information meeting was held on April 27, 2005. No members of the public were in attendance. The notification area to be used for the public hearing is shown on Map 1.

BUDGET IMPLICATIONS:

None.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN:

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

ALTERNATIVES:

1. Council may discharge the development agreement for Case 00827 and approve the development agreement appended as Attachment A to permit a day care for up to 70 children at 1434 St. Margarets Bay Road and 1440 St. Margarets Bay Road, Lakeside, as proposed by the applicant. This is the recommended course of action.
2. Council may choose to propose modifications to the development agreement. Such modifications may require further negotiations with the developer. This alternative is not recommended for the reasons described above.
3. The application could be rejected. Council would be required to provide reasons as to why the application did not meet the policies of the MPS. For the reasons outlined, staff will not recommend this course of action.

ATTACHMENTS

Map 1	Location and Zoning Map
Attachment A	Draft Development Agreement with the following schedules: Schedule "A" Legal Description of the Lands of Lakeside Child

		Care Centre Inc., identified as 1434 St. Margarets Bay Road (PID No. 41096777, Lakeside
	Schedule "A-1"	Legal Description of the Lands of Lakeside Child Care Centre Inc., identified as 1440 St. Margarets Bay Road
	Schedule "B"	Site Plan
Attachment B		Discharge agreement
Attachment C		Excerpts from the Timberlea, Lakeside, Beechville Municipal Planning Strategy and Land Use By-law

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Jaime Smith, Planner I

Planning Services Contact: Luc Ouellet, Planner I, 490-3689



Map 1 - Location and Zoning

1434 & 1440 St. Margarets Bay Road
Lakeside

Subject property

Area of notification

Timberlea/Lakeside/Beechville Plan Area

Zone

- R-1 Single Unit Dwelling
- R-1A Auxiliary Dwelling Unit
- R-2 Two Unit Dwelling
- R-3 Mobile Dwelling
- R-4 Multi-unit Dwelling
- C-2 General Business
- P-1 Open Space
- P-2 Community Facility
- I-4 Transmitter Zone

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



This map is an unofficial reproduction
of a portion of the Zoning Map for the
Timberlea/Lakeside/Beechville Plan area.

HRM does not guarantee the accuracy of
any representation on this plan.

- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Timberlea, Lakeside, Beechville, as may be amended from time to time.
- 1.3 Pursuant to Section 1.2 nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner, or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws, and regulations in connection with the development and use of the Lands.
- 1.4 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.5 The Developer and each lot owner shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial, and municipal regulations, by-laws, or codes applicable to any lands owned by the Developer or lot owner.
- 1.6 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop and use the Lands in conformance with the site plan attached as the following Schedules to this Agreement:

Schedule "A" Legal Description of the Lands of Lakeside Child Care Centre Inc., identified as 1434 St. Margarets Bay Road (PID No. 41096777, Lakeside

Schedule "A-1" Legal Description of the Lands of Lakeside Child Care Centre Inc., identified as 1440 St. Margarets Bay Road (PID No. 40622664), Lakeside

Schedule "B" Site Plan

2.2 Permitted Uses

2.2.1 The Developers may develop and use the Lands at 1440 St. Margarets Bay Road as a day care for not more than 35 children and a one unit apartment, and

the Lands at 1434 St. Margarets Bay Road as a day care for not more than 35 children and a one unit apartment. The day care shall be wholly contained within the buildings and outdoor play area as generally depicted on Schedule B. Notwithstanding the foregoing, nothing in this Agreement shall prevent the Lands from being used for any other purpose permitted in the C-1 (Local Business) Zone of the Land Use By-law for Timberlea, Lakeside, Beechville.

2.2.2 Notwithstanding the foregoing, should 1440 St. Margarets Bay Road be changed to a use other than a day care, 1434 St. Margarets Bay Road shall not be used for a day care unless it can meet all requirements for such a use as set out by the Nova Scotia Department of Community Services.

2.2.3 If the occupancy of either day care exceeds 40 children and staff, the Developer must install a fire alarm system per Section 3.2.4.1 (2) (f) of the 1995 National Building Code.

2.3 Detailed Provisions for Land Uses

2.3.1 No exterior alterations or additions to either building shall be permitted, which would, in the opinion of the Development Officer, increase the height or gross floor area of the buildings.

2.3.2 Parking

2.3.2.1 1434 St. Margarets Bay Road: Four parking spaces shall be provided at the front of the property. One parking space shall be provided at the rear of the property and shall be reserved for the tenant of the apartment.

2.3.2.2 1440 St. Margarets Bay Road: Eight parking spaces shall be provided at the rear of the property as shown on Schedule "B". Six of the spaces at the rear of the property shall be reserved for employee parking, while one shall be reserved for general parking and the other shall be reserved for the tenant of the apartment unit. Another five parking spaces shall be provided at the front of the property for general parking (as shown on Schedule "B").

2.3.3 The access and egress of the driveway and parking area shall be maintained so as to facilitate the traffic flow for parents to drop off and pick up their children and shall be provided in accordance with Schedule "B".

2.3.4 The Developer shall restrict access and egress to a single driveway through the use of planters or concrete barriers. The driveway shall be provided through easements across the middle property, Lot 4D, as illustrated in Schedule B. These easements shall be provided to Development Staff prior to the issuance of Municipal Permits.

- 2.3.5 The driveway shall meet all requirements of the Municipal Service Systems guidelines and Streets By-law S-300. The driveway shall be located so as to maximize available stopping sight distance.
- 2.3.6 When placing planters or other barrier devices close to the existing lot frontage of civic 1440 St. Margarets Bay Road., the Developer must ensure that the line of sight for the stopping sight distance to the proposed driveway is not blocked. Similarly, the planters or other barrier devices shall not block the line of sight for the stopping sight distance for the property immediately west of civic 1440 St. Margarets Bay Road.
- 2.3.7 The developer shall place precast parking curbs from the west edge of the proposed driveway westerly to the property line along the frontage on St. Margarets Bay Road.
- 2.3.8 A walkway connecting both 1440 and 1434 St. Margarets Bay Road shall be provided through easements across the middle property, Lot 40, as illustrated in Schedule B.
- 2.3.9 The existing non-illuminated fascia sign located on the front of the building at 1440 St. Margarets Bay Road shall be permitted to be used for the day care. A non-illuminated or illuminated sign not exceeding 4 feet by 8 feet may be installed on the front of 1434 St. Margarets Bay Road for use of the property.
- 2.3.10 The existing pylon sign located at the entrance to the Lands may continue to be used and its contents or use shall not be restricted under this agreement. Any use of this sign shall meet the requirements of the Timberlea, Lakeside, Beechville, Land Use Bylaw.
- 2.3.11 One sign, not greater than four square feet, shall be placed on 1440 St. Margarets Bay Road, and one sign, no great than four square feet, shall be placed on 1434 St. Margarets Bay Road, on either side of the proposed walkway, as shown on Schedule B, to identify the walkway.
- 2.3.12 The day care centers shall be permitted to operate between the hours of seven a.m. (7:00 a.m.) and six p.m. (6:00 p.m.) Monday to Friday.
- 2.3.13 Notwithstanding Section 2.3.11, the day care centres shall be permitted to be open in the evening for day care related meetings, but shall not be operated as a day care during that time.

2.4 Landscaping and Open Space

2.4.1 The Developer shall maintain the planter boxes on the Lands.

2.4.2 Flower beds shall be maintained along the western side of the building at 1434 St. Margarets Bay Road and the eastern side of the building at 1440 St. Margarets Bay Road. The beds shall include low maintenance ground cover at a minimum.

2.4.3 Every effort is to be made to ensure the preservation of the existing trees on site. As a minimum, a tree retention area shall be provided at the rear of 1440 St. Margarets Bay Road, behind the designated play area, as shown on Schedule "B". Any trees to be preserved that are damaged shall be replaced, two new trees for each damaged tree, with trees of the same type and with minimum sizes of 60 mm caliper (2.4 inch diameter) for deciduous trees and coniferous trees a minimum of 1.5 m (5 ft.) high.

2.4.4 The outdoor play area shall be located within the rear yard of 1440 St. Margarets Bay Road as illustrated on Schedule "B". The Developer shall provide a minimum of 60 square feet of play area per child, subject to the requirements of the Provincial Day Care License.

2.4.5 The outdoor play area shall be enclosed by a four feet high fence installed along the property as shown on Schedule "B". Such fence shall be installed and enclosed prior to issuance of Occupancy Permits.

2.5 Municipal Services

2.5.1 All services shall be designed and constructed in accordance with the Municipal Services Systems guidelines. It is the responsibility of the owner or the owner's engineer to confirm municipal service sizes for the property.

2.5.2 The applicant shall provide certification from a Professional Engineer that the sanitary line is capable of handling flows from the day cares and the residential dwelling units.

2.6 Maintenance

2.6.1 The Developer shall maintain and keep in good repair all portions of the building and Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, playground equipment, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming of plant stock and vegetation, litter control, and snow removal/salting of walkways, driveways, and parking areas.

- 2.6.2 The development shall include designated space for storage and collection of source-separated ICI waste, organic materials, and recyclable materials. This designated space shall be approved by the Development Officer and Building Official in consultation with HRM Solid Waste Resources. Each designated space shall:
- a) be accessible and convenient for tenants and waste haulers;
 - b) contain separate bins to accommodate cardboard/paper, other recyclables, organics, and refuse;
 - c) be clearly identified by signage and clearly identify the type of materials accepted therein.

PART 3: AMENDMENTS

- 3.1 The provisions of this Agreement relating to the following matters are identified as, and shall be deemed to be, not substantive and may be amended by resolution of the Community Council:
- a) an increase of the number of child care spaces subject to the Provincial licensing requirements and adequacy of site-specific controls to ensure compatibility.
- 3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia, and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, leasees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 Upon the completion of the development or portions thereof, or within three years from the date of approval of this Agreement, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning

pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

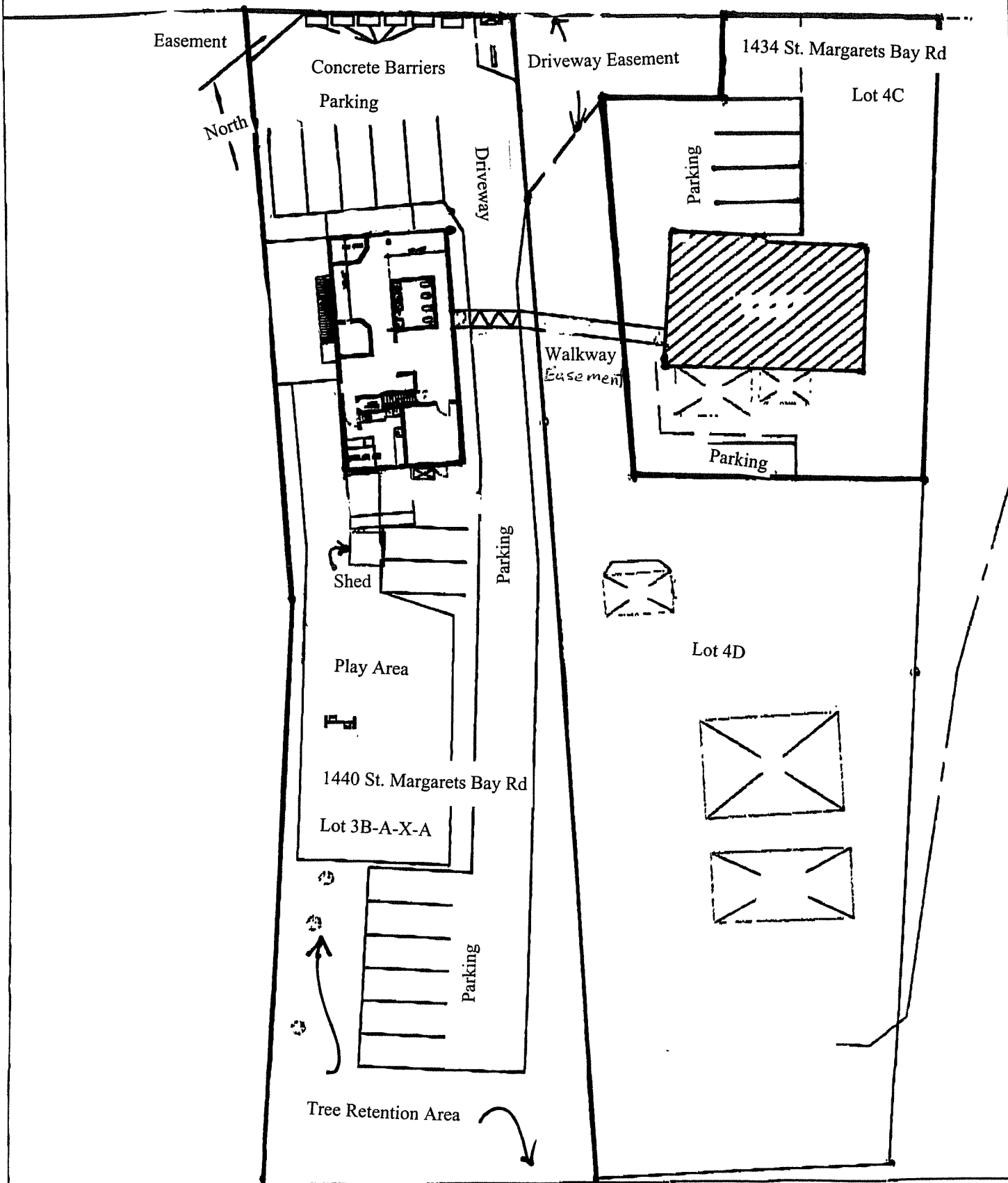
PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 5.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 5.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
 - (b) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on Property and be shown on any tax certificate issued under the Assessment Act.
 - (c) the Municipality may, by resolution, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
 - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

Signed, sealed and delivered)	Trevor Behan
in the presence of:)	
)	
per: _____)	per: _____
)	
)	J.J. Syer
)	
)	
)	per: _____
)	
Sealed, Delivered and Attested)	Halifax Regional Municipality
by the proper signing officers of)	
Halifax Regional Municipality)	
duly authorized on that behalf)	per: _____
in the presence of)	MAYOR
)	
per: _____)	per: _____
)	MUNICIPAL CLERK

Lakeside Child Care Centre
Case 00888
1434 and 14440 St. Margarets Bay Road



- 2. Any future development of the Lands shall conform with all applicable provisions and requirements of the land use bylaw for Timberlea/Lakeside/Beechville, as amended from time to time, and any future subdivision of the Lands shall conform with all applicable provisions and requirements of the subdivision bylaw for the former County of Halifax, as amended from time to time.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

Signed, sealed and delivered))
in the presence of:))

per: _____))

Sealed, Delivered and Attested))
by the proper signing officers of))
Halifax Regional Municipality))
duly authorized on that behalf))
in the presence of))

_____))

TREVOR BEHAN
per: _____

=====)
HALIFAX REGIONAL MUNICIPALITY
per: _____)
MAYOR

per: _____)
MUNICIPAL CLERK

Attachment C

Excerpts from the Timberlea, Lakeside, Beechville Municipal Planning Strategy

UR-16 Notwithstanding Policy UR-2, within the Urban Residential Designation, Council may consider medical clinics and larger day care facilities which are too extensive to be

considered as a small business within a dwelling, according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

- (a) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;
- (b) that site design features, including landscaping, outdoor play space where required, parking areas and driveways, are of an adequate size and design to provide for the needs of users of the facility, as well as to address potential impacts on adjacent development;
- (c) controls on signage;
- (d) close proximity to a minor or major collector as defined in Map 3 - Transportation;
- (e) the impact on traffic circulation and, in particular, the suitability of access to and from the site;
- (f) the guidelines of the provincial licensing agency;
- (g) general maintenance of the development; and
- (h) the provisions of Policy IM-12.

IM-12 In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this strategy, Council shall have appropriate regard to the following:

- (a) that the proposal is in conformity with the intent of this strategy and with the requirements of all other municipal by-laws and regulations.
- (b) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the Municipality to absorb any costs relating to the development;
 - (ii) the adequacy of sewer and water services;
 - (iii) the adequacy or proximity to school, recreation or other community facilities;
 - (iv) the adequacy of road networks leading or adjacent to, or within the development; and
 - (v) the potential for damage to or for destruction of designated historic buildings and sites.
 - (vi) the proposed means of handling storm water and general drainage within and from the development. RC - October 30, 2001 E / December 8, 2001

Attachment C

Excerpts from the Timberlea, Lakeside, Beechville Municipal Planning Strategy

UR-16 Notwithstanding Policy UR-2, within the Urban Residential Designation, Council may consider medical clinics and larger day care facilities which are too extensive to be

considered as a small business within a dwelling, according to the development agreement provisions of the Planning Act. In considering such an agreement, Council shall have regard to the following:

- (a) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;
- (b) that site design features, including landscaping, outdoor play space where required, parking areas and driveways, are of an adequate size and design to provide for the needs of users of the facility, as well as to address potential impacts on adjacent development;
- (c) controls on signage;
- (d) close proximity to a minor or major collector as defined in Map 3 - Transportation;
- (e) the impact on traffic circulation and, in particular, the suitability of access to and from the site;
- (f) the guidelines of the provincial licensing agency;
- (g) general maintenance of the development; and
- (h) the provisions of Policy IM-12.

IM-12 In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this strategy, Council shall have appropriate regard to the following:

- (a) that the proposal is in conformity with the intent of this strategy and with the requirements of all other municipal by-laws and regulations.
- (b) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the Municipality to absorb any costs relating to the development;
 - (ii) the adequacy of sewer and water services;
 - (iii) the adequacy or proximity to school, recreation or other community facilities;
 - (iv) the adequacy of road networks leading or adjacent to, or within the development; and
 - (v) the potential for damage to or for destruction of designated historic buildings and sites.
 - (vi) the proposed means of handling storm water and general drainage within and from the development. RC - October 30, 2001 E / December 8, 2001

- (c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) type of use;
 - (ii) height, bulk and lot coverage of any proposed building;
 - (iii) traffic generation, access to and egress from the site, and parking;
 - (iv) open storage and outdoor display;
 - (v) signs; and
 - (vi) any other relevant matter of planning concern.
- (d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding.

Excerpts from the Timberlea, Lakeside, Beechville Land Use Bylaw

PART 12: C-1 (LOCAL BUSINESS) ZONE

12.1 C-1 USES PERMITTED

No development permit shall be issued in any C-1 (Local Business) Zone except for the following:

Residential Uses

Single unit dwellings

Commercial Uses

Variety stores

Food stores

Service and personal service shops

12.2 C-1 ZONE REQUIREMENTS

In any C-1 Zone, no development permit shall be issued except in conformity with the following:

Minimum Lot Area:	central services	6,000 square feet (558 m ²)
	on-site services	20,000 square feet (1858 m ²)
Minimum Frontage:	central services	60 feet (18.3 m)
	on-site services	100 feet (30.5 m)
Minimum Front or Flankage Yard		30 feet (9.1 m)
Minimum Rear or Side Yard		15 feet (4.6 m)
Maximum Lot Coverage		35 percent
Maximum Height of Main Building		35 feet (10.7 m)
Minimum Width of Main Building		20 feet (6.1 m)

12.3 OTHER REQUIREMENTS: COMMERCIAL USES

Where uses are permitted as Commercial Uses in any C-1 Zone, the following shall apply:

- (a) The gross floor area of any permitted commercial use shall not exceed two thousand (2,000) square feet.
- (b) No portion of any lot shall be used for the collection and storage of refuse unless the refuse containers are screened.
- (c) Except where any lot in any C-1 Zone abuts another lot in a C-1 Zone, no portion of any parking space within the C-1 Zone shall be permitted within any required side or rear yard, except where a fence or other visual and physical barrier is erected in which case there shall be no parking within five (5) feet (1.5 m) of the side or rear lot line.
- (d) No open storage or outdoor display shall be permitted.