

SUMMARY:

The Sign Bylaw sets the rules and regulations for both public and private property within City limits. It governs where signs may be placed, the size, number, type and appearance of the signs permitted and prohibits certain types of signs. The Bylaw also outlines when a permit is required for a sign and the information required on the permit application.

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CITY OF KELOWNA

BYLAW NO. 11530

REVISED: June 10, 2019

CONSOLIDATED FOR CONVENIENCE TO INCLUDE: BYLAW NO. 11835
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City of Kelowna Sign Bylaw

A bylaw to regulate the number, size, type, form, appearance and location of **signs** in the **City** of Kelowna.

The Municipal **Council** of the **City** of Kelowna, in open meeting assembled, enacts as follows:

Section 1 – GENERAL ADMINISTRATION

1.1 Title

1.1.1. This Bylaw may be cited as the “**Sign** Bylaw No. 11530”.

1.2 Interpretation

1.2.1. Any enactment referred to herein is a reference to an enactment of British Columbia and regulations thereto, as amended, revised, consolidated or replaced from time to time, and any bylaw referred to herein is a reference to an enactment of the **Council** of the **City** of Kelowna, as amended, revised, consolidated or replaced from time to time.

1.2.2. If a section, subsection, sentence, clause or phrase of this bylaw is for any reason held to be invalid by the decision of a Court of competent jurisdiction, it shall be severed and such decision shall not affect the validity of the remaining portions of this bylaw.

1.3 Definitions and other interpretation rules

1.3.1. Any term or phrase that is not defined in this Bylaw but that is defined in the **City** of Kelowna **Zoning Bylaw** shall have the same meaning as defined in the **Zoning Bylaw**.

1.4 General Definitions related to this Bylaw

‘**Abut or Abutting**’ means immediately contiguous to, or physically touching, and when used with respect to **lots** or sites means two that share a common property line.

‘**Agricultural and Garden Stands**’ means those accessory buildings and structures for retailing agricultural products on a farm.

‘**Awning**’ means a retractable or non-retractable covering of non-rigid materials such as canvas or similar fabric projecting from the exterior wall of the building.

'**Building Frontage**' means the area of building face determined by length and height, on which a sign will be installed, that directly faces a street.

'**Building Inspector**' means the persons appointed by **City Council** to administer and enforce the provisions of the **City** of Kelowna Building Regulation Bylaw and the **City** of Kelowna Plumbing Regulation Bylaw of the day.

'**License & Bylaw Enforcement Officer**' means the officers or employees appointed by **Council** as such.

'**Canopy**' means a non-retractable hood, cover, or marquee which projects from the wall of a building. It does not include an **awning**, projecting roof, roof eaves, or enclosed structure.

'**Changeable Copy**' means a **sign** on which **copy** can be changed automatically or manually through use of attached letters and numerals.

'**City**' means the **City** of Kelowna.

'**Comprehensive Sign Plan**' means plans and drawings that specify the location, size, materials, colour, lighting and designs of all existing and proposed **signs** on a site or development in relation to buildings, access, and landscaping.

'**Copy**' means the wording of a **sign** in permanent or removable letter form, including symbols, **logos** and other things comprising the visual message.

'**Council**' means the Municipal **Council** of the **City** of Kelowna.

'**Director of Community Planning and Strategic Investment**' means the person appointed as such by **Council** and includes a lawful designate.

'**Frontage**' means the length of a **lot** line which immediately adjoins a street other than a lane or walkway.

'**Height**' means, with respect to a **sign**, the maximum vertical distance between grade around the **sign** and the highest point of the **sign**.

'**Hoarding**' means any temporary wall and related structures which form a continuous **site** enclosure, which is erected for the purpose of **site** protection, including, but not limited to, any temporary structure required as a result of safety requirements imposed by provincial or federal legislation to cover sidewalks, scaffolding, and fencing.

'**Logo**' means a symbolic representation not including any words, names or numbers unless part of a registered trademark, which is used exclusively to simplify advertising of a product, business, service, or activity, and which contains no additional identification, information or message.

'**Lot**' means a parcel of land, including crown land, which is legally defined either by registered plan or description.

'**LUX**' means a measurement for the amount of light coming from a digital display screen and striking the human eye at a given distance. One **LUX** is perceived brightness of the light from one candle striking the human eye at one metre away.

'**Nit**' means a measurement equivalent to the power emitted by a digital display screen in a particular direction, as perceived by the human eye, per square metre.

'**Official Sign**' means a **sign** required by, or erected pursuant to the provisions of federal, provincial, or local government legislation, regulation, or bylaw.

'**Owner**' means the registered **owner** of an estate in fee simple or strata title, or agent authorized in writing, and includes:

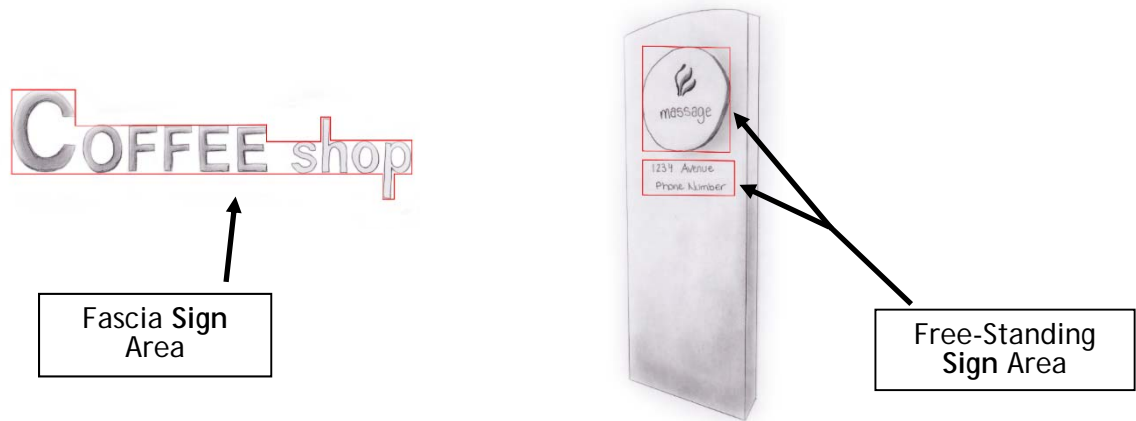
- (a) the tenant for life under a registered life estate; and
- (b) the registered holder of the last registered agreement for sale.

'**Residential Sales Centre**' means a permanent or temporary building or structure used for a limited period of time for the purpose of marketing residential land or buildings.

'**Roof Line**' means the horizontal line made by the intersection of the wall of the building with the roof of the building or the top of the edge of the parapet. In the case of a building with a pitched roof, the **roof line** shall be at the eave level.

'**Sign**' means any visual medium, including its structure and other component parts, or banner, illuminated or non-illuminated, which is visible from any public street or adjacent property or any lettering, words, pictures or symbols which identify, describe, illustrate, advertise or draw attention to a product, place, activity, business, service, or institution. Without limiting the generality of the foregoing, **signs** include banners, letters, illustrations, figures, neon tubing, placards, painted messages, but not flags, window displays of merchandise or **signs** painted on or attached to a motor vehicle unless the vehicle is parked on a regular basis to act as a **sign**.

'**Sign Area**' means the total area within the outer edge of the frame or border of a **sign**. Where a **sign** has no frame, border or background, the area of the **sign** shall be the area contained within the shortest line surrounding the whole group of letters, figures or symbols of such **sign**. In the case of a multi-faced **sign**, only one side of the **sign** shall be counted.



'Zone' means the zones identified and defined in City of Kelowna Zoning Bylaw.

'Zoning Bylaw' means City of Kelowna Zoning Bylaw of the day.

1.5 Administration of Bylaw

1.5.1. The **Director of Community Planning and Strategic Investment, Building Inspector, License & Bylaw Enforcement Officers** and delegates are hereby empowered to:

- (a) administer this Bylaw, which includes the issuance of **sign** permits where the proposed **sign** conforms to this Bylaw and all other applicable bylaws of the **City**;
- (b) keep records of any application received, permits and orders issued, and inspections made;
- (c) order the correction of any work that is being or has been improperly done under a permit, or that is done in contravention of the terms and conditions of a permit or of this Bylaw or any other bylaw of the **City**;
- (d) order the cessation of work that is proceeding in contravention of this Bylaw or any permit issued pursuant to this Bylaw;
- (e) revoke a permit where there is a violation of any term or condition of the permit or a contravention of this Bylaw or any other bylaw of the **City**;
- (f) order the removal of a **sign** for which there is no valid and subsisting permit or that does not conform to this Bylaw or any other bylaw of the **City**; and
- (g) order the painting, repair, alteration or removal of any **sign** that has become dilapidated or is abandoned, or that constitutes, in the opinion of the **Building Inspector**, a hazard to public safety or property.

1.6 Sign Application Information

1.6.1. Every application for a permit must be made on an approved form and shall be accompanied by the appropriate application fee as outlined in the **City** of Kelowna Development Application Fees Bylaw of the day.

1.6.2. The applicant shall provide sufficient information to identify the site and any applicable improvements thereon including:

- (a) the completed application form signed by the property **owner** and, if different, the person responsible for erecting the **sign**;
- (b) drawings that describe the dimensions, area, materials, finishes, colours, size of lettering, wording and graphics, method of illumination, and mounting or erection details;
- (c) drawings or photos that show the dimensions and location of all existing and proposed **signs** on the building façade or on a site relative to grade, vehicle areas, and **lot** lines; and
- (d) any other information required by the **Building Inspector** in order to determine compliance with this Bylaw, including all information necessary to determine compliance with this Bylaw.

1.6.3. Incomplete applications will not be accepted by the Building Inspector.

1.6.4. The **Building Inspector** may require, as a condition of the issuance of any **sign** permit, that all drawings and specifications of the proposed signage and the building to which it is attached, or any part thereof, be prepared and sealed by a professional engineer registered in British Columbia.

1.6.5. The **Building Inspector** may require that a professional engineer registered in British Columbia supervise the work authorized by such permit, or any part thereof, as specified by the **Building Inspector**, until it is completed.

Section 2 – GENERAL REGULATIONS

2.1 Signs Permitted in All Zones without Permits

- 2.1.1. The following forms of signage are permitted on all properties in the **City** without any **sign** permit, provided they comply with all regulations in this Bylaw:
- (a) Official **Signs** or **signs** required to be maintained or posted by law or governmental order, rule or regulation, and traffic control **signs** pursuant to the Motor Vehicle Act or other Provincial legislation;
 - (b) **signs** wholly not visible from a public roadway, sidewalk, park or any adjacent or **abutting** properties;
 - (c) on-site **signs**, with a **sign area** not exceeding 1.0 m², and with a vertical dimension of the **sign**, exclusive of any supporting structure, of less than 1.0 m, for the direction of control of traffic, pedestrians or parking;
 - (d) temporary seasonal decorations provided that they are erected no longer than 45 consecutive days in one (1) calendar year; and
 - (e) Banner **Signs** - Temporary for special events may only be displayed immediately prior to and during the special event, provided the **sign area** does not exceed 2.0 m² and the Banner **Sign** - Temporary is displayed for no more than 14 consecutive days and for no more than 90 days in one (1) calendar year.

2.2 Permit Required

- 2.2.1. No person shall construct, place, erect, display, alter, repair, or re-locate a **sign** requiring a permit without a valid **sign** permit issued pursuant to this Bylaw.
- 2.2.2. A permit expires if the authorized **sign** development is not substantially commenced within one (1) year of the date of issuance.
- 2.2.3. Notwithstanding a permit being issued to a third party, the **owner** and occupier of the **lot** where a **sign** is located are jointly and severally responsible to complete all work in accordance with the permit and public safety, and to maintain the **sign** in a safe condition free from defects.

2.3 Prohibitions

- 2.3.1. No person shall construct, place, erect, display, alter, repair or re-locate a **sign** not requiring a permit except in conformance with this Bylaw.
- 2.3.2. No off-site **signs** are permitted except for directional **signs** and agricultural product **signs**, real estate **signs**, and project **signs**, in conformance with the provisions of this Bylaw.
- 2.3.3. No **sign** shall be erected, operated, used or maintained and no **sign** permit shall be issued for a **sign** that:
- (a) due to its position, shape, colour, format or illumination obstructs the view of, or may be confused with, an official traffic **sign**, signal or device, or may create a hazard to the safe and efficient movement of vehicular or pedestrian traffic;

- (b) displays lights resembling the flashing, intermittent or scintillating motion of lights usually associated with danger or those used by police, fire, ambulance and other emergency vehicles;
- (c) obstructs the use of a fire escape, fire exit, door, flue, air intake, exhaust, window, or interferes with any electrical or telephone wires or associated supports, but shall not include a window **sign** permitted by this Bylaw. Notwithstanding, **signs** shall not be located such that they interfere with any opening required for ventilation or natural light;
- (d) projects over or rests upon any part of a public right-of-way, walkway or public sidewalk, except a Fascia **Sign**, public transit shelter **sign** or **Canopy Sign** unless otherwise permitted in this Bylaw;
- (e) is attached to or painted upon a tree, fence, or utility pole;
- (f) is a roof **sign**;
- (g) is a third party **sign**, including billboards, except a **sign** giving general warning or direction to the public and **signs** located on **City** facilities, public transit buses and public transit shelters as approved in accordance with applicable municipal advertising contracts and/or agreements;
- (h) is attached to or located on any parked vehicle, trailer or container not normally used in the daily activity of the business and that is visible from the road so as to act as a **sign** for the advertisement of products, or to direct people to a business or activity;
- (i) emits sound or odour, or discharges any gas, liquid or solid;
- (j) moves or assumes any motion constituting a non-stationary or non-fixed condition including rotating **signs**, swinging **signs** and trivision **signs**. **Signs** having moving parts, whether caused by mechanical apparatus, electrical pulsation or other motive power are also prohibited; or
- (k) projects **sign copy** onto a building or any other surface from or by a source external to the **sign** or **sign copy**.

2.4 Signs on Public Property

- 2.4.1. No **sign** is permitted on or over any curb, sidewalk, post, pole, hydrant, boulevard median, bridge, tree or other surface located on public property or across any street or public thoroughfare except for Special Events **Signs**, Projecting **Signs**, **Awning Signs**, **Canopy Signs**, Fascia **Signs**, Free-Standing **Signs**, Suspended **Signs**, and Sandwich Board **Signs** (as per the Bernard Avenue Sidewalk Program) or as otherwise permitted by this Bylaw, in conformance with this Bylaw or any other bylaw of the **City**.
- 2.4.2. Whenever any **sign**, except an **Awning** or Fascia **Sign**, is installed or erected either wholly or partly over public property, the **owner** shall obtain and at all times maintain in full force and effect a policy of liability insurance covering bodily injury and/or property damage for claims arising out of the ownership of such **sign** in the amount of \$2,000,000.00 for so long as the **sign** or any portion thereof remains over public property listing the City of Kelowna as co-insurer.
- 2.4.3. In addition to the maintenance of the insurance required by Section 2.3.2, every **owner** of a **sign** that is installed or erected over public property shall enter into an agreement with the **City** in the form satisfactory to the **Building Inspector** to indemnify against and

to save the **City** harmless from any and all liability resulting from injury to person or damage to the property which results from the presence, collapse or failure of the **sign**.

2.5 Sign Lighting

- 2.5.1. The illumination for any permanent **sign** shall not create a direct glare upon the surrounding site, street or lane.
- 2.5.2. A **sign** located on or at the rear or side of any building shall not be illuminated if the **lot abuts** any residential or agricultural **zone**.
- 2.5.3. Backlighting of **signs** is not permitted in agricultural and residential **zones**.

2.6 Comprehensive Sign Plan

- 2.6.1. A **comprehensive sign plan** shall be submitted as part of an application for an Urban Design Development Permit to consider multiple **signs** associated with a development project.
- 2.6.2. A **comprehensive sign plan** can be considered by **Council** as a Development Variance Permit which may allow signage numbers, areas and types to exceed those otherwise permitted by this Bylaw, where:
 - (a) the proposed **signs** are designed to be fully compatible with the existing or proposed buildings to which they are accessory;
 - (b) the proposed **signs** are suitable for the building, the **lot**, and the **zone** in which they are located; and
 - (c) there would be a greater degree of visual harmony than through the application of the specific **sign** and specific **zone sign** regulations.
- 2.6.3. A comprehensive sign plan does not negate the requirements for building permits.

2.7 Abandoned and Dilapidated Signs

- 2.7.1. Every **sign** permit issued for the erection, display, modification or restoration of a first party **sign** expires where the business, product, activity or service to which the **sign** relates ceases to operate or is no longer available at the premises where the **sign** is located. Any such **sign** shall be removed within 60 days of termination of such business or service.
- 2.7.2. No person being the **owner** or lessee of a **lot** upon which a **sign** is located shall permit, suffer or allow such **sign**, its faces, supports, electrical system or anchor-age to become dilapidated or unsafe.
- 2.7.3. The **Building Inspector** may require the removal or repair of any **sign** or its supporting structure which, at the discretion of the **Building Inspector**, is or has become dilapidated, unsightly or unsafe, or is in such a state of disrepair as to constitute a hazard, or which has been erected or maintained contrary to the provisions of this Bylaw.

Section 3 – SIGNS NOT REQUIRING A PERMIT

Definitions in relation to this Section are as follows:

3.1 Agricultural Product Sign

3.1.1. 'Agricultural Product **Sign**' means a **sign** that advertises agricultural products for sale at **Agricultural and Garden Stands** or directly from a farm, but does not contain any other advertising.

3.1.2. Regulations:

(a) Shall be a free-standing **sign**, sandwich board **sign** or temporary portable **sign**.

1. Notwithstanding Section 4.10.2 (d), the maximum display time for temporary portable signs is 30 days per growing season.

(b) Shall not be lit.

(c) Shall not be located within a required landscaping area, road right-of-way, sidewalk or bike path.

(d) Must be removed within 15 days of the end of the growing season of the advertised farm product.

(e) Shall not contain any advertising other than the agricultural products for sale.

3.1.3. Notwithstanding Sections 5 through 12, the maximum dimensions of the **sign** are:

(a) **Sign area:**

1. Where the **lot** is less than 5.0 ha, the maximum **sign area** is 1.0 m².

2. Where the **lot** is greater than 5.0 ha, the maximum **sign area** is 3.0 m².

3.2 Banner Sign - Permanent

3.2.1. 'Banner **Sign** - Permanent' means a **sign** of non-rigid material, such as cloth, canvas, or vinyl, mounted to a permanent structure or building.

3.2.2. Regulations:

(a) The maximum **sign area** is 2.0 m².

(b) The maximum **height** is 3.0 m.

(c) Shall have a minimum vertical clearance of 2.5 m.



3.3 Banner Sign - Temporary

3.3.1. 'Banner **Sign** - Temporary' means a **sign** of non-rigid material, such as cloth, canvas, or vinyl, mounted to a pole, and not attached to a building or structure.

3.3.2. Regulations:

- (d) Shall not be placed on public roadways or sidewalks unless in a permitted enclosed patio.
- (e) Shall not be located within an approved landscaping area.
- (f) Shall not be placed on a property for more than 14 consecutive days and for no more than 90 days in one (1) calendar year.
- (g) The maximum **sign area** is 2.0 m².
- (h) The maximum **height** is 3.0 m.



3.4 Contractor Sign

3.4.1. 'Contractor **Sign**' means a **sign** erected for the duration of construction by the contractor listing the project name and firms involved in the construction.

3.4.2. Regulations:

- (a) Shall be a Free-Standing, Fascia or **Hoarding Sign**.
- (b) Shall not be erected more than five (5) days prior to the start of construction for which a valid Building Permit has been issued.
- (c) The display of **signs** shall be limited to the duration of the construction, sales, or demolition project or one (1) year following the issuance of a Building Permit for the project.
- (d) Maximum size of Contractor **Signs** is:
 - 1. Area:
 - i. In an agricultural or residential **zone**, the maximum **sign area** is 2.0 m² per screening panel.
 - ii. In a non-agricultural or non-residential **zone**, the maximum **sign area** is 3.5 m² per screening panel.
 - 2. **Height**:
 - i. In an agricultural or residential **zone**, the maximum **height** is 2.5 m.
 - ii. In a non-agricultural or non-residential **zone**, the maximum **height** is 3.5 m.



3.5 Directional Sign

3.5.1. 'Directional **Sign**' means any **sign** that gives direction or instruction to pedestrian, bicycle, and vehicular traffic, or indicates the direction or route from the **sign** to a business, place or event.

3.5.2. Regulations:

- (a) Shall only be permitted off-site for directing traffic to:
 1. A **residential sales centre**;
 2. A property for sale; or
 3. **Agricultural and Garden Stands**.
- (b) Written permission shall be obtained from the land **owner** upon which the **signs** are to be located.
- (c) Shall not be lit.
- (d) May contain the name and **logo** of the business, but shall not contain advertising **copy**.
- (e) **Signs** directing traffic to a **residential sales centre** shall only be located on **lots abutting** road intersections leading to the sales centre.
- (f) **Signs** must be removed within 14 days of the project or property no longer being marketed.
- (g) The maximum **sign area** is 1.0 m².



3.6 Directory Sign

3.6.1. 'Directory **Sign**' means a **sign** consisting of the name and location of businesses located on the same **lot** on which the **sign** is erected.

3.6.2. Regulations:

- (a) Shall be a Fascia or Wall **Sign**.
- (b) The maximum **sign area** is 2.0 m².

3.7 Home Based Business Sign

3.7.1. 'Home Based Business **Sign**' means a **sign** that identifies a licensed business secondary to the residential use of a lot.

3.7.2. Regulations:

- (a) May only be used for Home Based Businesses – Major.



- (b) Shall be a Fascia or Free-Standing **Sign**.
- (c) May be externally illuminated by one (1) fixture of non-fluorescent light.
- (d) The maximum size of Home Based Business **Signs** is:
 1. **Sign area:**
 - i. The maximum **sign area** is 0.5 m².
 - ii. Where a **sign** advertises a Bed and Breakfast, the maximum **sign area** is 2.0 m².
 2. **Height:**
 - i. The maximum **height** is 1.0 m from grade.



3.8 Identification Sign

3.8.1. 'Identification **Sign**' means a **sign** that is limited to the name, address or number of a building, institution, or person, or a description of an activity in the building or institution or the occupation of the person.

3.8.2. Regulations:

- (a) Shall be a Fascia **Sign** or Wall **Sign**.
- (b) **Copy** shall be limited to the name, address, **owner** or number of a building, institution, or person, or a description of an activity in the building or institution or the occupation of the person.
- (c) The maximum size of Identification **Signs** is:
 1. **Sign area:**
 - i. In a residential **zone**, the maximum **sign area** is 0.15 m².
 - ii. In a non-residential or mixed use **zone**, the maximum **sign area** is 0.50 m².



3.9 Marketing Sign

3.9.1. 'Marketing **Sign**' means any temporary **sign** that promotes the future tenant of the existing building on which the **sign** is erected.

3.9.2. Regulations:

- (a) Shall be a Wall **Sign** or Window **Sign**.
- (b) **Copy** shall be limited to the future tenant's name and **logo**, and a description of the future activity in the building.
- (c) The display of **signs** shall be limited to 90 days.

- (d) The maximum **sign area** is 4.0 m².



3.10 Project Sign

3.10.1. 'Project **Sign**' means a **sign** erected on a development, subdivision or construction site, or on the same **lot** as a **residential sales centre** for a development, subdivision or construction site, that names and describes the project and provides marketing information relating to the project, which may include project name, **logo**, contact information and/or office hours. This **sign** may also list the names of the consultants involved on the development team.

3.10.2. Regulations:

- (a) Display of **signs** shall not commence before the Development Permit application is submitted, or the subdivision has received issuance of a Preliminary Layout Review letter.
- (b) The display shall be limited to a period of three (3) years after the Development Permit is issued or three (3) years after the subdivision is approved.
- (c) Should the project not continue to actively proceed for a period of one (1) year or more, the **signs** shall be removed.
- (d) Banner **Signs** shall be permitted to be mounted on non-City owned ornamental street lighting standards leading to the **residential sales centre**, or to temporary flag poles installed in the road right of way with permission from the **City**.
- (e) Banner **Signs** on non-City owned lamp standards shall be located within 500 m of the **residential sales centre**.
- (f) Permission to mount banner **signs** on non-City owned lamp standards shall be obtained from the **owner** of the lamp standard.



- (g) Banner **Signs** on non-City owned lamp standards may only contain the corporate **copy** of the developer and the project name.
- (h) Banner **Signs** on non-City owned lamp standards may remain in place for the duration of the project, but shall be removed within 14 days of the project no longer being marketed.
- (i) The maximum size of Project **Signs** is:
 1. **Sign area:**
 - i. The maximum combined **sign area** of all Project **Signs** associated with a project, excepting **signs** attached to **hoarding** or to lamp standards, is 9.0 m².
 - ii. The maximum **sign area** for Banner **Signs** attached to lamp standards is 2.8 m².
 - iii. There is no maximum area for **signs** attached to construction **hoarding** as long as the **signs** do not extend beyond the limits of the **hoarding**.
 - iv. **Signs** attached to construction **hoarding** may not display company names or **logos**, but may display images, the project name and contact information.
 2. **Height:**
 - i. The maximum **height** is 4.5 m.

3.11 Real Estate Sign – Residential

3.11.1. 'Real Estate **Sign** – Residential' means a temporary **sign** for the purpose of advertising that the residential property on which it is located is for sale, lease or rent and may include the name of the agent, contact, or **owner** offering the property.

3.11.2. Regulations:

- (a) Shall only be displayed during the required advertising period and shall be removed within 30 days of contract completion.
- (b) Where a residential property is being advertised for sale, lease or rent for more than six (6) months, all Real Estate **Signs** – Residential on the property must be replaced semi-annually.
- (c) The maximum **sign area** is 1.5 m².



3.12 Sandwich Board Sign

3.12.1. 'Sandwich Board **Sign**' means a framed **sign** consisting of two (2) faces, hinged together at one end that is self-supported, easily moved, and not affixed to a building, base structure, or the ground.

3.12.2. Regulations:

- (a) Shall only be displayed during posted business hours for the associated business premise.
- (b) Shall not be located within a required landscaping area.
- (c) Shall only be placed on the property of the business or organization advertised.
- (d) Shall not be placed on public roadways or sidewalks unless in a permitted enclosed patio.
- (e) The maximum **sign area** is 0.7 m² per side.
- (f) If located on Bernard Avenue, **signs** must meet the regulations listed in the *Bernard Avenue Sidewalk Program*.



3.13 Special Event Sign

3.13.1. 'Special Event **Sign**' means a **sign** that promotes, identifies or directs to a community service or event, which is endorsed by the **City** or which is organized by a service club, religious organization, school, non-profit or health and welfare organization.

3.13.2. Regulations:

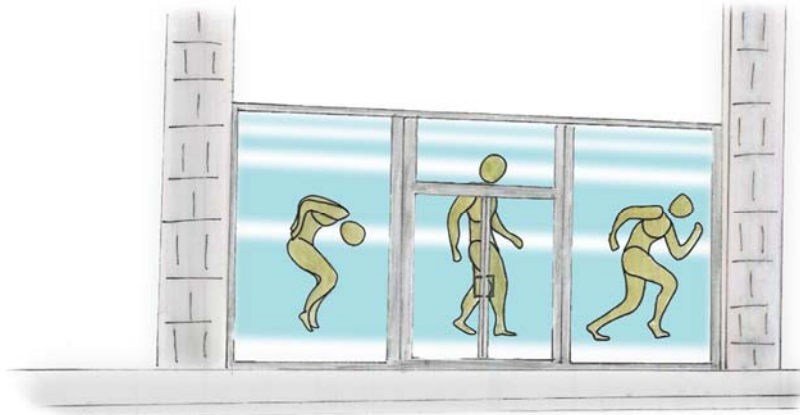
- (a) Shall advertise sporting events, community causes, charitable fund raising campaigns, and non-profit arts and cultural events.
- (b) A maximum of four (4) **signs** shall be permitted per event or campaign.
- (c) May be placed on private property, **City** property, or on a municipal right of way only with the permission of the property **owner** or the **City**.
- (d) Shall not be erected more than 30 days per calendar year.
- (e) Shall not be displayed longer than 14 consecutive days.
- (f) Shall be removed within four (4) days of the end of the event or campaign.
- (g) May be placed on the public right of way only if specifically permitted, in writing, by the **City** Engineer. Such **signs** shall be placed so as not to obstruct, hinder or in any way interfere with the use by drivers of motor vehicles and pedestrians on **abutting** streets or walkways.
- (h) The maximum **sign area** is 3.0 m² for temporary portable **signs**, and 1.0 m² for all other **sign** types.

3.14 Window Sign

3.14.1. 'Window **Sign**' means any **sign** or decal painted on, attached to, or installed inside a window, including a window in a door, intended to be viewed by persons passing by outside the premises. Window **Signs** do not include window displays or merchandise displayed through a window.

3.14.2. Regulations:

- (a) Window area includes all contiguous panes of glass, including panes of glass that would be contiguous if not separated by mullions, but does not include contiguous panes of glass on a doorway.
- (b) "Closing out" **signs** are not limited in **sign area** and shall not be displayed longer than 60 consecutive days.
- (c) The maximum **sign area** is 0.3 m² per metre of **frontage** occupied by the business advertised to a maximum of 25% of the total window area.



Section 4 – SIGNS REQUIRING A PERMIT

BL11835 amended Section 4:

Definitions in relation to this Section are as follows:

4.1 Awning Sign

4.1.1. 'Awning Sign' means a **sign** painted, stenciled or attached on the fabric surface of a shelter supported entirely from an exterior building wall.

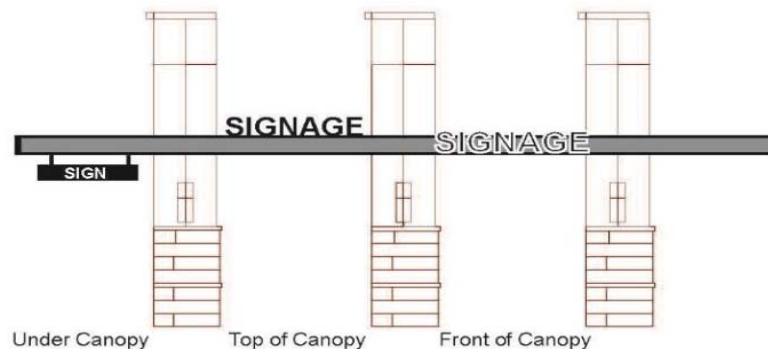
4.1.2. Regulations:

- (a) Shall not extend vertically or horizontally beyond the limits of the **awning**.
- (b) Shall conform to the Building Bylaw.
- (c) Shall be painted or affixed flat to the exterior of the **awning**.
- (d) Shall be limited to a **logo**, name or principal product line of the business occupying the building to which it is attached.
- (e) Where an **awning** projects over public property, the **awning** must have been issued a valid and subsisting Building Permit, comply with the **City** of Kelowna Building Bylaw, and all other relevant bylaws and policies prior to the issuance of a **Sign** Permit.
- (f) A professional engineer registered in British Columbia shall prepare and seal the structural design.
- (g) The maximum **sign area** is 1.0 m² per lineal meter of **awning** to a maximum of 40% of the **awning** face.



4.2 Canopy Sign

4.2.1. 'Canopy Sign' means a **sign** attached to, constructed as part of, or installed under, on top of, or in front of the face of a building **canopy**, and shall not include an **Awning Sign**.



4.2.2. Regulations:

- (a) Shall not extend beyond the horizontal limits of the **canopy**.
- (b) Shall conform with the Building Bylaw.
- (c) Where a **canopy** projects over public property, the **canopy** must have been issued a valid and subsisting Building Permit and comply with the **City** of Kelowna Building Bylaw and all other relevant bylaws and policies prior to the issuance of a **Sign** Permit.
- (d) A professional engineer registered in British Columbia shall prepare and seal the structural design.
- (e) The maximum **sign area** is 1.0 m² per lineal meter of **canopy** to a maximum of 40% of the **canopy** face.
- (f) Shall have a minimum vertical clearance of 2.5 m.

4.3 Electronic Message Centre

4.3.1. 'Electronic Message Centre (EMC)' means a **sign** that uses computer generated messages involving letters, words, numbers, or graphics, using electronic screens, projection, television, computer video monitors, liquid crystal displays (LCD), light emitting diode (LED) displays, or any other similar electronic, computer generated or digital technology.

4.3.2. Regulations:

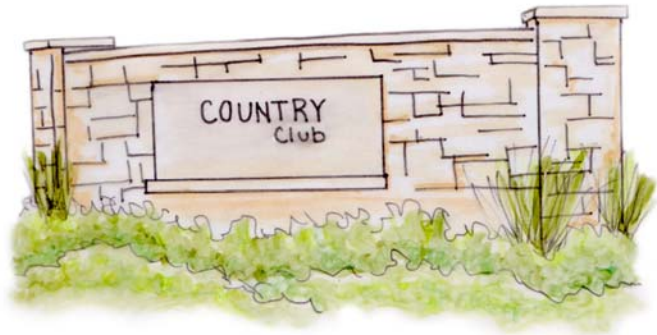
- (a) **Copy** shall remain in place for a minimum of 6.0 seconds before switching to the next **copy**.
- (b) The maximum transition time between each digital **copy** is 0.25 seconds.
- (c) **Copy** shall not be shown on the digital display using full motion video or otherwise give the appearance of animation of movement, and the transition between each digital **copy** shall not be displayed using any visible effects, including, but not limited to, action, motion, fading in and out, dissolving, blinking, intermittent, or flashing light or the illusion of such effects.
- (d) **Copy** shall not be shown in a manner that requires the **copy** to be viewed or read over a series of sequential **copy** messages on a single digital display, or sequences on multiple digital displays.
- (e) The maximum area of Electronic Message Centre **Signs** is 2.0 m².
- (f) All Electronic Message Centres shall be equipped with an ambient light sensor.
- (g) The digital display shall not increase the light levels adjacent to the digital display by more than 3.0 **LUX** above the ambient light level.
- (h) While the **sign** is in operation, the light output for the digital display shall be set in accordance with the following maximum luminance levels when measured from the **sign** face at its maximum brightness:
 - 1. From sunrise to sunset, 7500 **Nits** in all **zones**;
 - 2. From sunset to sunrise:



- i. 500 **Nits** in industrial **zones**; and
 - ii. 300 **Nits** in commercial and public and institutional **zones**.
- (h) If any component on the **sign** fails or malfunctions, the **sign** shall be programmed to automatically turn off.

4.4 Entrance Feature Sign

- 4.4.1. 'Entrance Feature **Sign**' means a **sign** that displays the name of a residential neighbourhood, manufactured home park, commercial or industrial subdivision and that is located at the primary entrance to the subdivision, and may include associated landscaping.



4.4.2. Regulations:

- (a) Shall not be located closer than 1.5 m to a lot line.
- (b) **Copy** shall be limited to the name of the neighbourhood or subdivision.
- (c) Shall not be backlit.
- (d) Applicant must identify proposed ownership of each **sign** and provide determined arrangements for future maintenance and upkeep.
- (e) The maximum size of Entrance Feature **Signs** is:
 - 1. **Sign area:**
 - i. The maximum **sign area** is 10.0 m².
 - 2. **Height:**
 - i. The maximum **height** is 4.0 m.

4.5 Fascia Sign

- 4.5.1. 'Fascia **Sign**' means a flat **sign**, illuminated or non-illuminated, that runs parallel to the facade of a building to which it is attached.

4.5.2. Regulations:

- (a) Shall not project above **roof line** or more than 0.4 m from the wall face.
- (b) Shall have a minimum vertical clearance of 2.5 m.
- (c) May be located above the second storey provided that the **sign** consists of only a **logo**, the name of a building, street address, or particular tenant.

- (d) When in the form of individual letters, symbols or **logos** shall be directly attached to the building face or to a raceway attached to the building face.



4.6 Free-Standing Sign

- 4.6.1. 'Free-Standing **Sign**' means a **sign** that is supported by columns, structures or supports that are placed or anchored in the ground, and that does not require the support of a building or other structure.

4.6.2. Regulations:

- (a) Shall not be located closer than 1.5 m to a **lot** line or within 30.0 m of another Free-Standing **Sign**.
- (b) Shall maintain a minimum clearance of 4.4 m when projecting over a vehicular traffic area such as a parking **lot** aisle or driveway.
- (c) Shall not obscure a pedestrian's or driver's line of vision from a street, access road or sidewalk to oncoming traffic. The line of vision shall be measured a distance of 8.0 m back along both **abutting** and intersecting streets along the **abutting lot** lines of the **lot** from the point of intersection of the streets. In the case of an access road, the 8.0 m shall be measured back along the edge of the access road from the point of intersection with the street.
- (d) A professional engineer registered in British Columbia shall prepare and seal the structural design of the **sign's** foundation, column or frame.
- (e) If requiring power, shall be connected to an underground electrical source. All light fixtures, switches and wiring shall be weatherproofed unless a permanent rigid sealed structure is provided that ensures that the electrical installation is kept dry at all times. All wiring and conduits shall be placed within building walls, located underground or somehow concealed from view.



4.7 Menu Box

4.7.1. 'Menu Box' means a wall mounted or drive-thru display box containing only the menu of an eating and drinking establishment.

4.7.2. Regulations

- (a) Shall be in the form of a Fascia **Sign**, except a drive-thru menu board **sign** may be a Free-Standing **Sign**.
- (b) Drive-thru menu boards must be directed only to persons using the drive-thru and may contain an electronic message sign.
- (c) The maximum size of Menu Boxes is:
 1. **Sign area:**
 - i. The maximum **sign area** is 0.7 m².
 - ii. Where the Menu Box is for a drive-thru restaurant, the maximum **sign area** is 2.5 m².
 2. **Height:**
 - i. The maximum **height** is 2.0 m for a drive-thru menu board.



4.8 Projecting Sign

4.8.1. 'Projecting **Sign**' means any self-supporting **sign** that is attached to or projects more than 0.4 m from the face of structure or building wall.

4.8.2. Regulations:

- (a) Shall have two (2) **sign** faces.
- (b) Shall not project above the top of the vertical face of the **roof line** or parapet to which it is attached, except a cantilever support may extend a maximum of 0.3 m above the **roof line**.
- (c) Shall have no more than 0.6 m in space between the **sign** and the supporting wall.
- (d) May be lit by wall mounted directional lighting.
- (e) Shall not project more than 1.5 m from the building face to which it is attached or within 0.6 m of any curb line.
- (f) A professional engineer registered in British Columbia shall prepare and seal the structural design of the **sign's** foundation, column, or frames that project over public property.
- (g) The maximum size of Projecting **Signs** is:



1. **Sign area:**
 - i. The maximum **sign area** is 0.6 m² in area per side.
2. **Height:**
 - i. The minimum vertical clearance is 2.5 m.
 - ii. The maximum **height** above grade is 7.5 m

4.9 Real Estate Sign – Commercial

4.9.1. 'Real Estate **Sign** – Commercial' means a **sign** indicating that the commercial, industrial, public or institutional property or building on which it is located is for sale, lease or rent along with the name of the agent, contact, or **owner** offering the property or building.



4.9.2. Regulations:

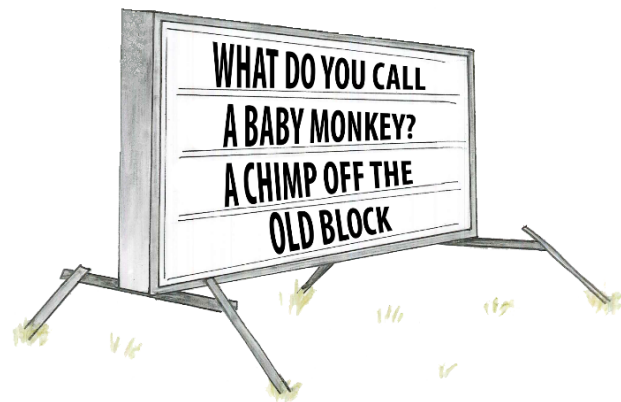
- (a) Are not permitted in residential **zones**.
- (b) Shall only be displayed during the required advertising period and shall be removed within seven (7) days of contract completion.
- (c) **Signs** must be replaced when they begin to show wear, become weathered or are defaced.
- (d) Where a property is being advertised for sale or lease for more than six (6) months, all Real Estate **Signs** – Commercial on the property must be replaced semi-annually.
- (e) Where a building or unit is being advertised for lease or rent, the Real Estate **Sign** – Commercial must be placed on the building where the space is being leased or rented.
- (f) The maximum **sign area** is 3.0 m².

4.10 Temporary Portable Sign

4.10.1. 'Temporary Portable **Sign**' means a **sign** mounted on a frame, stand or other similar structure that can be easily moved and that uses manual **changeable copy**.

4.10.2. Regulations:

- (a) Shall be placed on a **lot** so that it does not obscure the line of vision from a street, access road or sidewalk to incoming traffic.
 1. The line of vision shall be measured a distance of 8.0 m back along both **abutting** and intersecting streets along the **abutting**



- property lines of the **lot** from the point of intersection of the streets.
2. In the case of the access road the 8.0 m shall be measured back along the edge of the access road from the point of intersection of street.
- (b) All text and imagery shall be contained within the **copy** area of the **sign** and shall not project outside the frame.
 - (c) Shall not be located within a required landscaping area.
 - (d) Shall not be placed on a property for more than 90 days in a calendar year per building.
 - (e) Shall maintain a separating distance of 75 m from other Temporary Portable **Signs** on the same **lot**.
 - (f) The maximum **sign copy** area is 3.0 m².

4.11 Suspended Sign

4.11.1. 'Suspended **Sign**' means a **sign** attached to the underside of an **awning**.

4.11.2. Regulations:

- (a) Shall not extend vertically or horizontally beyond the limits of the **canopy** or **awning**.
- (b) Shall be limited to the **logo**, name, or principal product lines of the business occupying the building to which it is attached.
- (c) A professional engineer registered in British Columbia shall prepare and seal the structural design.
- (d) The maximum size of Suspended **Signs** is:
 1. **Sign area**:
 - i. The maximum **sign area** is 0.5 m² per side.
 2. **Height**:
 - i. The minimum vertical clearance is 2.5 m.

4.12 Wall Sign

4.12.1. 'Wall **Sign**' means a **sign**, painted mural or architectural feature that consists of a logo, the name of the building, street address or tenant name attached to any wall of a principal building or structure on a property, including retaining walls, fences free-standing walls and walls enclosing the perimeter of a property.

4.12.2. Regulations:

- (a) Shall not project above **roof line**.
- (b) The maximum **sign area** or mural area is 1.0 m² per lineal metre of **building frontage** to a maximum of 20% of the wall surface to which it is attached.

Section 5 – AGRICULTURAL ZONES

Applicable zones: A1 and all related subzones

5.1 Signs Requiring a Permit

- (a) Fascia **Sign**
- (b) Free-Standing **Sign**
- (c) Real Estate **Sign** – Commercial

5.2 Signs not Requiring a Permit

- (a) Agricultural Product **Sign**
- (b) Banner **Sign** – Permanent
- (c) Banner **Sign** – Temporary
- (d) Contractor **Sign**
- (e) Directional **Sign**
- (f) Home Based Business
- (g) Identification **Sign**
- (h) Marketing **Sign**
- (i) Project **Sign**
- (j) Real Estate **Sign** – Residential
- (k) Special Event **Sign**

5.3 Signage Regulations

- (a) Maximum sizes of permanent **signs**:
 - a. Fascia **Sign**: Maximum **sign area** of 0.2 m² per lineal metre of **business frontage**
 - b. Free-Standing **Sign**:
 - i. Maximum **sign area** of 3.0 m²
 - ii. Maximum **height** of 2.5 m
- (b) Maximum number of permanent **signs**:
 - a. Two (2) Agricultural Product **Signs** per **lot**
 - b. Two (2) Banner **Signs** – Permanent per **lot**
 - c. Two (2) Directional **Signs** per **lot**
 - d. One (1) non-illuminated Fascia **Sign** per **lot**
 - e. One (1) Free-Standing **Sign** per **lot**
 - f. One (1) Home Based Business **Sign** per residence
 - g. One (1) Identification **Sign** per building
- (c) Maximum number of temporary **signs**:
 - a. One (1) Banner **Sign** – Temporary or Special Event **Sign**
 - b. One (1) of the following per business:
 - i. Contractor **Sign**
 - ii. Marketing **Sign**
 - iii. Project **Sign**
 - iv. Real Estate **Sign** – Commercial per acre to a maximum of 3
 - v. Real Estate **Sign** – Residential per acre to a maximum of 3

Section 6 – LOW DENSITY RESIDENTIAL ZONES

Applicable zones: RR1, RR2, RR3, RU1, RU2, RU3, RU4, RU5, RU6, RU7, RH1, RH2, and all related subzones

6.1 Signs Requiring a Permit

- (a) Entrance Feature **Sign**

6.2 Signs not Requiring a Permit

- (a) Contractor **Sign**
- (b) Home Based Business **Sign**
- (c) Identification **Sign**
- (d) Project **Sign**
- (e) Real Estate **Sign** – Residential

6.3 Signage Regulations

- (a) Maximum number of permanent **signs**:
 - a. One (1) Home Based Business **Sign** per residence
 - b. One (1) Identification **Sign** per building
- (b) Maximum number of temporary **signs**:
 - a. One (1) of the following per **lot**:
 - i. Contractor **Sign**
 - ii. Project **Sign**
 - iii. Real Estate **Sign** – Residential

Section 7 – MULTI FAMILY RESIDENTIAL ZONES

BL11835 amended Section 7:

Applicable **zones**: RM1, RM2, RM3, RM4, RM5, RM6, RM7, RH3, CD 22 Areas C, D, E, F, G, H, CD24 Sub Area B, and all related **subzones**

7.1 Signs Requiring a Permit

- (a) **Awning Sign** (RM6 only)
- (b) **Canopy Sign** (RM6 only)
- (c) **Entrance Feature Sign**
- (d) **Fascia Sign** (RM6 only)
- (e) **Free-Standing Sign** (RM6 only)
- (f) **Wall Sign** (RM6 only)

7.2 Signs not Requiring a Permit

- (a) **Contractor Sign**
- (b) **Directional Sign**
- (c) **Directory Sign**
- (d) **Home Based Business Sign**
- (e) **Identification Sign**
- (f) **Project Sign**
- (g) **Real Estate Sign – Residential**
- (h) **Special Event Sign**
- (i) **Window Sign** (RM6 only)

7.3 Signage Regulations

- (a) Maximum sizes of permanent **signs**:
 - a. **Fascia Sign**: Maximum **sign area** of 2.0 m² per lineal metre of **business frontage**
 - b. **Free-Standing Sign**:
 - i. Maximum **sign area** of 3.0 m²
 - ii. Maximum **height** of 1.8 m
- (b) Maximum number of permanent **signs**:
 - a. Up to two (2) **signs** per business from the following:
 - i. **Awning, Canopy, Fascia, Signs**
 - b. Two (2) **Directional Signs** per **lot**
 - c. Two (2) **Directory Signs** per building
 - d. One (1) **Entrance Feature Sign** per street entrance
 - e. One (1) **Free-Standing Sign** per **lot**
 - f. One (1) **Home Based Business Sign** per residence
 - g. One (1) **Identification Sign** per building
- (c) Maximum number of temporary **signs**:
 - a. One (1) of the following per building:
 - i. **Contractor Sign**
 - ii. **Project Sign**
 - iii. **Real Estate Sign – Residential**
 - iv. **Special Even Sign**

7.4 Zone Specific Regulations

- (a) Businesses in the RM6 **zone** may have up to one (1) **sign** per business, from the following:
 - a. **Awning, Canopy** or Fascia **Sign**
 - b. Directory **Sign**
 - c. Wall **Sign**
 - d. Window **Sign**
 - e. Freestanding **Sign**

Section 8 – LOCAL COMMERCIAL ZONES

Applicable **zones**: C1, C2, C5, and all related **subzones**

8.1 Signs Requiring a Permit

- (a) **Awning Sign**
- (b) **Canopy Sign**
- (c) Entrance Feature **Sign**
- (d) Fascia **Sign**
- (e) Free-Standing **Sign**
- (f) Menu Box
- (g) Projecting **Sign**
- (h) Real Estate **Sign** – Commercial
- (i) Suspended **Sign**
- (j) Temporary Portable **Sign**
- (k) Wall **Sign**

8.2 Signs not Requiring a Permit

- (a) Agricultural Product **Sign**
- (b) Contractor **Sign**
- (c) Directional **Sign**
- (d) Directory **Sign**
- (e) Home Based Business **Sign**
- (f) Identification **Sign**
- (g) Marketing **Sign**
- (h) Project **Sign**
- (i) Sandwich Board **Sign**
- (j) Special Event **Sign**
- (k) Window **Sign**

8.3 Signage Regulations

- (a) Maximum sizes of permanent **signs**:
 - a. Fascia **Sign**: Maximum **sign area** of 0.3 m² per lineal metre of **business frontage** to a maximum of 4.0m².
 - b. Free-Standing **Sign**:
 - i. Maximum **sign area** of 3.0 m²
 - ii. Maximum **height** of 3.0 m
- (b) Maximum number of permanent **signs**:
 - a. Up to two (2) **signs** per business from the following:
 - i. **Awning, Canopy, Fascia, Projecting, Suspended Signs**
 - ii. Wall **Sign**
 - iii. Window **Sign**
 - b. Two (2) Directional **Signs** per lot
 - c. Two (2) Directory **Signs** per building
 - d. One (1) Entrance Feature **Sign** per lot
 - e. One (1) Free-Standing **Sign** per lot
 - f. One (1) Home Based Business **Sign** per business
 - g. One (1) Identification **Sign** per building
 - h. One (1) Menu Box per food primary business

- (c) Maximum number of temporary **signs**:
- a. Up to three (3) per **lot** from the following:
 - i. Agricultural Product **Sign**
 - ii. Contractor **Sign**
 - iii. Marketing **Sign**
 - iv. Project **Sign**
 - v. Real Estate **Sign** – Commercial
 - vi. Sandwich Board **Sign**
 - vii. Special Event **Sign**
 - viii. Temporary Portable **Sign**

Section 9 – URBAN COMMERCIAL ZONES

BL11835 amended Section 9:

Applicable zones: C3, C4, C7, C9, CD 22 Areas A and B, and all related subzones

9.1 Signs Requiring a Permit

- (a) **Awning Sign**
- (b) **Canopy Sign**
- (c) **Entrance Feature Sign**
- (d) **Fascia Sign**
- (e) **Free-Standing Sign**
- (f) **Menu Box**
- (g) **Projecting Sign**
- (h) **Real Estate Sign – Commercial**
- (i) **Suspended Sign**
- (j) **Temporary Portable Sign**
- (k) **Wall Sign**

9.2 Signs not Requiring a Permit

- (a) **Agricultural Product Sign**
- (b) **Banner Sign – Permanent (C7 only)**
- (c) **Banner Sign – Temporary (C7 only)**
- (d) **Contractor Sign**
- (e) **Directional Sign**
- (f) **Directory Sign**
- (g) **Home Based Business Sign**
- (h) **Identification Sign**
- (i) **Marketing Sign**
- (j) **Project Sign**
- (k) **Sandwich Board Sign**
- (l) **Special Event Sign**
- (m) **Window Sign**

9.3 Signage Regulations

- (a) Maximum sizes of permanent signs:
 - a. **Fascia Sign**: Maximum **sign area** of 0.8 m² per lineal metre of **business frontage** to a maximum of 20% of the area of the wall it is attached to
 - b. **Free-Standing Sign**:
 - i. Maximum **sign area** of 10.0 m²
 - ii. Maximum **height** of 5.0 m
- (b) Maximum number of permanent signs:
 - a. Up to two (2) **signs** per business from the following:
 - i. **Awning, Canopy, non-illuminated Fascia, Projecting, Suspended Signs**
 - ii. **Directory Sign**
 - iii. **Wall Sign**
 - iv. **Window Sign**
 - b. Two (2) **Banner Signs – Permanent** per lot
 - c. Two (2) **Directional Signs** per lot
 - d. Two (2) **Entrance Feature Signs** per lot
 - e. One (1) **Free-Standing Sign** per **frontage** (Maximum of one (1) per lot on corner lots)
 - f. One (1) **Home Based Business Sign** per business
 - g. One (1) **Identification Sign** per building
 - h. One (1) **illuminated Fascia Sign** per business. If a business has double frontage, a maximum of two (2) **illuminated Fascia Signs** per business.
 - i. One (1) **Menu Box** per food primary business

- (c) Maximum number of temporary **signs**:
- a. Up to three (3) per **lot** from the following:
 - i. Agricultural Product **Sign**
 - ii. Banner **Sign** - Temporary
 - iii. Contractor **Sign**
 - iv. Marketing **Sign**
 - v. Project **Sign**
 - vi. Real Estate **Sign** – Commercial
 - vii. Sandwich Board **Sign**
 - viii. Special Event **Sign**
 - ix. Temporary Portable **Sign**

Section 10 – MAJOR COMMERCIAL ZONES

BL11835 amended Section 10:

Applicable zones: C6, C8, CD 24 Sub Area A, and all related subzones

10.1 Signs Requiring a Permit

- (a) **Awning Sign**
- (b) **Canopy Sign**
- (c) **Entrance Feature Sign**
- (d) **Fascia Sign**
- (e) **Free-Standing Sign**
- (f) **Menu Box**
- (g) **Projecting Sign**
- (h) **Real Estate Sign – Commercial**
- (i) **Suspended Sign**
- (j) **Temporary Portable Sign**
- (k) **Wall Sign**

10.2 Signs not Requiring a Permit

- (a) **Agricultural Product Sign**
- (b) **Banner Sign – Permanent**
- (c) **Banner Sign – Temporary**
- (d) **Contractor Sign**
- (e) **Directional Sign**
- (f) **Directory Sign**
- (g) **Home Based Business Sign**
- (h) **Identification Sign**
- (i) **Marketing Sign**
- (j) **Project Sign**
- (k) **Sandwich Board Sign**
- (l) **Special Event Sign**
- (m) **Window Sign**

10.3 Signage Regulations

- (a) Maximum sizes of permanent signs:
 - a. **Fascia Sign**: Maximum **sign area** of 1.0 m² per lineal metre of **business frontage** to a maximum of 20% of the area of the wall it is attached to
 - b. **Free-Standing Sign**:
 - iii. Maximum **sign area** of 14.0 m²
 - iv. Maximum **height** of 5.0 m
- (b) Maximum number of permanent signs:
 - a. Up to two (2) **signs** per business from the following:
 - i. **Awning, Canopy, non-illuminated Fascia, Projecting, Suspended Signs**
 - ii. **Directory Sign**
 - iii. **Wall Sign**
 - iv. **Window Sign**
 - b. Two (2) **Banner Signs – Permanent per lot**
 - c. Two (2) **Directional Signs per lot**
 - d. Two (2) **Entrance Feature Signs per lot**
 - e. One (1) **Free-Standing Sign per frontage** (Maximum of one (1) per **lot** on corner lots)
 - f. One (1) **Identification Sign per building**
 - g. One (1) **Illuminated Fascia Sign**. If a business has double frontage, maximum of two (2) illuminated **Fascia Signs** per business.
 - h. One (1) **Home Based Business Sign per business**
 - i. One (1) **Menu Box per food primary business**

- (c) Maximum number of temporary **signs**:
- a. Up to three (3) per **lot** from the following:
 - i. Agricultural Product **Sign**
 - ii. Banner **Sign** - Temporary
 - iii. Contractor **Sign**
 - iv. Marketing **Sign**
 - v. Project **Sign**
 - vi. Real Estate **Sign** – Commercial
 - vii. Sandwich Board **Sign**
 - viii. Special Event **Sign**
 - ix. Temporary Portable **Sign**

Section 11 – SERVICE COMMERCIAL AND INDUSTRIAL ZONES

Applicable zones: C10, I1, I2, I3, I4, I5, I6, CD12, CD15, and all related subzones

11.1 Signs Requiring a Permit

- (a) **Awning Sign**
- (b) **Canopy Sign**
- (c) **Entrance Feature Sign**
- (d) **Fascia Sign**
- (e) **Free-Standing Sign**
- (f) **Menu Box**
- (g) **Projecting Sign**
- (h) **Real Estate Sign – Commercial**
- (i) **Suspended Sign**
- (j) **Temporary Portable Sign**
- (k) **Wall Sign**

11.2 Signs not Requiring a Permit

- (a) **Agricultural Product Sign**
- (b) **Banner Sign – Permanent**
- (c) **Banner Sign – Temporary**
- (d) **Contractor Sign**
- (e) **Directional Sign**
- (f) **Directory Sign**
- (g) **Identification Sign**
- (h) **Marketing Sign**
- (i) **Project Sign**
- (j) **Sandwich Board Sign**
- (k) **Special Event Sign**
- (l) **Window Sign**

11.3 Signage Regulations

- (a) Maximum sizes of permanent signs:
 - a. **Fascia Sign**: Maximum **sign area** of 1.0 m² per lineal metre of **business frontage** to a maximum of 20% of the area of the wall it is attached to
 - b. **Free-Standing Sign**:
 - i. Maximum **sign area** of 10.0 m²
 - ii. Maximum **height** of 5.0 m
- (b) Maximum number of permanent signs:
 - a. Up to three (3) **signs** per business from the following:
 - i. **Awning, Canopy, Fascia, Projecting, Suspended Signs**
 - ii. **Wall Sign**
 - iii. **Window Sign**
 - b. Two (2) **Banner Signs – Permanent** per lot
 - c. Two (2) **Directional Signs** per lot
 - d. Two (2) **Directory Signs** per building
 - e. Two (2) **Entrance Feature Signs** per lot
 - f. One (1) **Free-Standing Sign** per **frontage** (Maximum of one (1) per lot on corner lots)
 - g. One (1) **Identification Sign** per building
 - h. One (1) **Menu Box** per food primary business
- (c) Maximum number of temporary signs:
 - a. Up to three (3) per lot from the following:
 - i. **Agricultural Product Sign**
 - ii. **Banner Sign - Temporary**
 - iii. **Contractor Sign**
 - iv. **Marketing Sign**
 - v. **Project Sign**
 - vi. **Real Estate Sign – Commercial**

- vii. Sandwich Board **Sign**
- viii. Special Event **Sign**
- ix. Temporary Portable **Sign**

Section 12 – PUBLIC AND INSTITUTIONAL ZONES

BL11835 amended Section 12:

Applicable zones: P₁, P₂, P₃, P₄, P₅, P₈, W₁, W₂, HD₁, HD₂, CD₂₂ Sub-Area I, and all related subzones

12.1 Signs Requiring a Permit

- (a) **Awning Sign**
- (b) **Canopy Sign**
- (c) **Entrance Feature Sign**
- (d) **Electronic Message Centre Sign**
- (e) **Fascia Sign**
- (f) **Free-Standing Sign**
- (g) **Menu Box**
- (h) **Projecting Sign**
- (i) **Real Estate Sign – Commercial**
- (j) **Temporary Portable Sign**
- (k) **Wall Sign**

12.2 Signs not Requiring a Permit

- (a) **Agricultural Product Sign**
- (b) **Banner Sign – Permanent**
- (c) **Banner Sign – Temporary**
- (d) **Contractor Sign**
- (e) **Directional Sign**
- (f) **Directory Sign**
- (g) **Identification Sign**
- (h) **Marketing Sign**
- (i) **Project Sign**
- (j) **Sandwich Board Sign**
- (k) **Special Event Sign**
- (l) **Window Sign**

12.3 Signage Regulations

- (a) Maximum sizes of permanent signs:
 - a. **Fascia Sign**: Maximum **sign area** of 0.3 m² per lineal metre of **business frontage** to a maximum of 4.0 m²
 - b. **Free-Standing Sign**:
 - i. Maximum **sign area** of 14 m²
 - ii. Maximum **height** of 4.0 m
- (b) Maximum number of permanent signs:
 - a. Up to three (3) **signs** per business from the following:
 - i. **Awning, Canopy**, non-illuminated **Fascia**, **Projecting**, **Suspended Signs**
 - ii. **Wall Sign**
 - iii. **Window Sign**
 - b. Two (2) **Banner Signs – Permanent** per **lot**
 - c. Two (2) **Directional Signs** per **lot**
 - d. Two (2) **Directory Signs** per building
 - e. One (1) **Electronic Message Centre Sign** per **lot**
 - f. Two (2) **Entrance Feature Signs** per **lot**
 - g. One (1) **Free-Standing Sign** per **frontage** (Maximum of one (1) per **lot** on corner **lots**)
 - h. Two (2) **Identification Signs** per building
 - i. One (1) **Illuminated Fascia Sign**. If a business has double frontage, a maximum of two (2) illuminated **Fascia Signs** per business.
 - j. One (1) **Menu Box** per food primary business

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- (c) Maximum number of temporary **signs**:
- a. Up to three (3) per **lot** from the following:
 - i. Agricultural Product **Sign**
 - ii. Banner **Sign** - Temporary
 - iii. Contractor **Sign**
 - iv. Marketing **Sign**
 - v. Project **Sign**
 - vi. Real Estate **Sign** – Commercial
 - vii. Sandwich Board **Sign**
 - viii. Special Event **Sign**
 - ix. Temporary Portable **Sign**

Section 13 – ENFORCEMENT AND OFFENCES

13.1 General

- 13.1.1. The **Director of Community Planning and Strategic Investment, Building Inspectors and License & Bylaw Enforcement Officers** are authorized to enforce the provisions of this Bylaw.

13.2 Right of Entry

- 13.2.1. The **Director of Community Planning and Strategic Investment, Building Inspectors and License & Bylaw Enforcement Officers** shall have the right of entry and may enter onto any land at all reasonable hours in order to ascertain whether the provisions of this Bylaw have been carried out.
- 13.2.2. No person shall interfere with or obstruct the entry of any authorized **City** representative onto any land to which entry is made or attempted pursuant to the provisions of this Bylaw.

13.3 Offence

- 13.3.2 Every **Person** who violates any provisions of this bylaw or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this bylaw or who neglects to do or refrains from doing anything required to be done by any of the provisions of this bylaw, or who does any act which constitutes an offence against the bylaw is guilty of an offence against this bylaw and liable to the penalties hereby imposed. Each day that the violation continues to exist, shall constitute a separate offence.
- 13.3.3 Every **Person** who commits an offence against this bylaw is liable on conviction, to a fine of up to \$10,000.00, or liable to a term of incarceration for a period of not more than 90 days, or both. Any penalty imposed pursuant to this bylaw shall be in addition to, and not in substitution for, any other penalty or remedy imposed pursuant to any other applicable statute, law or legislation.

Section 14 – REPEAL AND EFFECTIVE DATE

Repeal

City of Kelowna Sign Bylaw No. 8235 together with all amendments thereto, are hereby repealed.

Effective Date

This Bylaw comes into force and takes effect on the date of adoption.

Read a first, second and third time by the Municipal Council this 30th day of July, 2018.

Adopted by the Municipal Council of the City of Kelowna this 27th of August, 2018.

Mayor

City Clerk