

CITY OF COLDSTREAM
ORDINANCE NO. 10-04

FIRST AMENDED ORDINANCE PERTAINING TO USE, ARCHITECTURAL
CONTROL, MAINTENANCE OF PROPERTY AND THE ABATEMENT AND
REMOVAL OF NUISANCES IN THE CITY OF COLDSTREAM

BE IT ORDAINED by the Council of the City of Coldstream:

WHEREAS, the use, architectural control, maintenance of properties and the abatement and removal of nuisances within the City of Coldstream (hereinafter the “City”), being in the best interests of all residents and property owners within the City, and numerous complaints having been received regarding the use, appearance, maintenance of properties and the existence of nuisances within the City, and

WHEREAS, the City of Coldstream is empowered by general statutory provisions and specifically, KRS 381.770, to cause abatement or removal of nuisances, and

WHEREAS, the City of Coldstream previously enacted Ordinance Number 09-04 on January 22, 2009 and desires at this time to amend such ordinance to be consistent with other City ordinances and objectives; and

WHEREAS such ordinance is amended and re-enacted as set forth below, by setting out in full the amended ordinance or section indicating any words being added by a single solid line drawn underneath them, and any words being deleted by a single broken line drawn through them;

NOW, THEREFORE, the City Council of the City of Coldstream does ordain as follows:

DEFINITIONS

Except where terms are expressly defined otherwise herein, the following words, when used in this Ordinance, shall have the following meanings:

“City” shall mean and refer to the City of Coldstream, Kentucky, its successors and assigns.

“Lot(s)” shall mean and refer to those portions of the real property located within the corporate boundaries of the City, and shown as Lots on the Plats recorded with the Jefferson County, Kentucky Clerk.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the City.

“Plat” shall mean and refer to the Plats of the City, of record in the Plat and Subdivision

Books in the office of the Clerk of Jefferson County, Kentucky.

“Residential property” shall mean and refer to all real property located in the City and intended for use and occupancy as single family residences as evidenced by Lots shown on the Plats.

"Vehicle" as found herein includes, but is not limited to, automobiles, vans, tractors (including garden tractors), trailers, trucks, campers and all types of recreational vehicles, motorcycles, mopeds or any other type of device designed to operate under its own power or to be pulled or pushed by any other type of vehicle.

USE, ARCHITECTURAL CONTROL, MAINTENANCE OF PROPERTY AND THE ABATEMENT AND REMOVAL OF NUISANCES

1. Nuisances and Eyesores. Property owners, residents or occupants of properties within the City shall maintain all residences, structures and any other appurtenances to their real property in a manner so as not to create a nuisance or eyesore to other residents or property owners within the City. Any condition of a residence, structure or any other appurtenance to any real property within the City upon which a complaint is received by the City Council, or upon which the City Council has noted a condition which is deemed a nuisance, eyesore or failure of maintenance with respect to the property, shall be referred directly to the property owner, resident or occupant of the property in question, with a request that the condition be corrected or removed from the real property within a reasonable time, within the City’s discretion, depending upon the nature of the condition to be corrected or removed.

2. Signs. No signs shall be displayed on any lot within the City, ~~including common areas and entrances to and exits from the City,~~ except temporary for sale or rental signs, no larger than two feet by two feet. No signs shall be displayed on any common areas and entrances to and exits from the City, except open-house signs and only then on the day of the open-house. Any signs placed in violation of this section shall be immediately removed.

3. Unsafe Conditions. It shall be unlawful in the City for the Owner of a property to permit any structure upon the property to become unfit and unsafe for human habitation, occupancy, or use or to permit conditions to exist in the structure which are dangerous or injurious to the health or safety of the occupants of the structure, the occupants of neighboring structures, or other residents of the City.

4. Nuisance, Rubbish, Excessive Growth.

It shall be unlawful for the Owner, occupant or person having control or management of any land within a city, county, consolidated local government, urban-county, or unincorporated area to permit a public nuisance, health hazard, or source of filth to develop thereon through the accumulation of:

(a) Junked or wrecked automobiles, vehicles, machines, or other similar scrap or salvage materials;

- (b) One (1) or more mobile or manufactured homes as defined in KRS 227.550 that are junked, wrecked, or nonoperative and which are not inhabited;
- (c) Rubbish; or
- (d) The excessive growth of weeds or grass.

5. Mowing. The owners, occupants or persons having control or management of property within the City shall keep the grass and like vegetation on all property within the City cut to a height of no more than six inches.

6. Vacant Land. The owners, occupants or persons having control of management of all undeveloped and un-subdivided property within the City shall cut the grass and like vegetation on said property at least four times throughout the grass-growing season, evenly spaced, during May through October.

7. Use; Structures. No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed, altered or permitted to remain on any Lot except single family dwellings designed for the occupancy of One family not to exceed two and one-half stories in height and including a garage for the sole use of the owner and occupants of the Lot. "Family," as used in this Section I, shall include any domestic servants living on the premises.

8. Clothes Lines; Fences and Walls; Antennae and Receivers/Transmitters; Firewood; Mailboxes.

(a) No outside clothes lines shall be erected or placed on any Lot.

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences; all fences, except with the written approval of the City, shall be constructed of brick, stone, wood, iron or other materials, which other materials have received prior written approval by the City as set forth below. No chain link or other wire fences shall be permitted. All fences, as structures, are subject to prior written plan approval by the City. No fence shall exceed six (6) feet in height. The Owner of any Lot on which any fence is constructed shall be obligated to maintain such fence and keep such fence in neat appearance.

(c) No exterior antenna (except for a standard small television antennae not to exceed five (5) feet in height) or microwave or other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any Lot unless the site design and placement are approved in writing by the City, which approval shall be within the sole and absolute discretion of the City.

(d) No firewood shall be stored in a location that is visible from the front of the Lot on which it is stored.

(e) All mailboxes and paper boxes shall be of United States Postal Service approved style; provided, the City in its discretion may approve other mail and paper boxes, but no mail or paper box shall be placed on any Lot without the City's prior written approval.

9. Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any Lot, except temporary tool sheds or field offices used by a builder with the written approval of the City, which shall be removed when construction or development is completed.

(b) No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residences erected on a Lot shall at any time be used as a residence, either temporarily or permanently.

(c) No trailer; boat, truck, recreational vehicle, commercial vehicle or other vehicle, except an automobile, shall be kept or parked on any property in the City. Automobiles shall be parked only in an approved driveway or garage.

(d) No ~~automobile~~ vehicle shall be habitually or continuously parked on any street or right-of-way in the City. No vehicle which is inoperable or not currently licensed shall be habitually or repeatedly parked or kept on any lot (except in a garage) or on any street.

(e) A vehicle is deemed "abandoned" when:

1. It is parked in any place on any of the public ways or streets of the City for a period of seventy-two (72) hours or longer; or

2. It is parked in any other place, including, but not limited to, any driveway, lawn or yard or any other piece of property, public or private, within the City for a period of seventy-two (72) hours or more.

3. It shall be unlawful for any person to leave a vehicle parked in such a manner as to have that vehicle deemed to be abandoned as that term is defined by this Ordinance.

10. Animals. No animals, including reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any Lot for any commercial purposes except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, providing they are not kept, bred or maintained for any commercial purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet; provided, however, that household pets may be walked within the City so long as such animals are at all times under the control of a resident or tenant.

11. Disposal of Trash. No Lot shall be used or maintained as a dumping ground of rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary

containers. No trash, garbage or other waste ~~in~~ or sanitary containers shall be ~~or allowed to remain outside~~ visible from the front of the house, except same may be placed outside ~~after 6:00 p.m. of the evening before any regular trash or garbage collection day, and until shall be removed from the curb or right-of-way and not be visible from the front of the house by 6:00 p.m. on the day of collection same is collected on said day.~~ Any dumpster larger than the weekly garbage container provided by the sanitation company shall not remain on any lot or property for more than sixty (60) days.

12. Drainage. Drainage of each Lot shall conform to the general drainage plan of the City. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Plumbing connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

13. Business; Home Occupations. No trade or business of any kind ~~(including any practice of medicine, dentistry, chiropody, osteopathy and other like endeavors)~~ shall be conducted on any Lot. Notwithstanding the provisions hereof, a new house may be used by a builder thereof as a model home for display or for the builder's own office provided said use terminates within twelve (12) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by the City.

14. Duty to Repair and Build. Each Owner shall, at the Owner's sole cost and expense, repair his or her residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then Owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to the condition which existed immediately prior to the casualty.

15. Duty to Maintain Lot. After the date of purchase, it shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash and to keep it otherwise neat and attractive in appearance. This requirement includes, without limitation, performing such duties in all areas of the Lot subject to easements. Should any Owner fail to do so, then the City may take such action as it deems appropriate, including mowing, in order to make such Lot neat and attractive, and the Owner shall, immediately upon demand, reimburse the City or other performing party for all expenses incurred in so doing, together with, allowable statutory interest, and the City shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage lien thereon.

16. Easements. Easements for utilities and drainage shown on recorded plats shall be observed in that no building, planting or materiel shall be placed to interfere with their proper use.

17. Architectural Control. No building shall be erected or placed on any Lot, until the construction plans and specifications, and a plan showing the location of the structures has

been approved by the City as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. The City's approval or disapproval, as required in these covenants, shall be in writing.

(a) The exterior building material of all structures shall be brick, stone, brick veneer, stone veneer, wood, vinyl or aluminum siding, or a combination of same. The City recognizes that the appearance of other exterior building materials (such as wood siding and stucco) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.

(b) The primary roof of any one story residential structure shall not be less than four (4) inches vertical for every twelve (12) inches horizontal. The primary roof pitch for any one and one-half or two story residential structure shall not be less than four (4) inches vertical for every twelve (12) inches horizontal. However, the roof pitch for dormers on a one and one-half story house may be less if approved in writing by the City.

(c) Building materials shall not be stored on a Lot for longer than sixty (60) days unless a structure is under active construction on said Lot.

(d) Setbacks. No structure shall be located on any Lot nearer to the front Lot line or the street side Lot line than the minimum building setback lines shown on the recorded Plats of the City, except steps may project into said areas, and open porches may project into said areas not more than six (6) feet. No dwelling shall be located on any Lot nearer to non-street side Lot lines than six feet on one side and twelve feet on the other side. The City may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(e) Minimum Floor Areas. The following shall be the minimum floor areas for homes to be constructed after this Ordinance is recorded:

(1) The total floor area of all dwellings shall be a minimum of 1,200 square feet.

(2) Basement areas (finished and unfinished), garages, decks and open porches shall not be included in calculating floor areas.

(f) Garages; Carports.

(1) One attached or detached garage on each Lot is permitted provided that the location of each garage complies with any and all setback requirements set forth in applicable zoning regulations. All garages shall have doors that must be maintained by the Owner in usable condition. Garages, as structures, are subject to prior plan approval under this Ordinance.

(2) No carport shall be constructed on any Lot in the City.

(g) Approval of Construction Fencing and Landscaping Plans.

(1) No structure may be erected, placed or altered on any Lot until the

construction and building specifications and a plan consisting of i) a survey of the Lot prepared by a land surveyor, licensed in the Commonwealth of Kentucky (ii) the location and specifications of all improvements including any building, tree, wall or other structure on the Lot; (iii) the grade elevation (including rear, front and side elevations); (iv) the type of exterior materials (including delivery of a sample thereof); (v) the location and size of the driveway, which shall be concrete, asphalt or brick, and the driveway apron, and (vi) such other data as the City may request, shall have been approved by the City in its sole discretion. In addition to the foregoing, no structure may be erected, placed or altered on any Lot until a plot depicting the location of all improvements, setbacks and easements has been approved by the City in its sole discretion. In reviewing any proposed structure, the City shall have the right to take into consideration the suitability of the structure to the site, the harmony thereof with the surroundings, and the effect of the structure on the view of adjacent or neighboring Lots. The City, in its sole discretion, shall have the right to accept or reject construction plans and building specifications solely on the basis of aesthetics.

(2) To maintain the aesthetic quality of the City, Lot Owners shall not interfere with the natural growth of any and all trees planted by the City.

(h) Landscaping; Driveways; Trees; Sidewalks.

(1) After the construction of a residence, the Owner shall promptly grade and sod the front and sides of the house and sod or seed and straw the rear of the house.

(2) Each Owner shall ~~asphalt, brick or~~ construct a concrete the driveway and concrete the driveway apron up to the edge of the sidewalk prior to occupancy of a single family dwelling; provided, however, that the concrete driveway apron shall extend to and meet with the edge of the driveway where no sidewalk has been constructed and the City shall determine in its sole discretion the point at which the apron and the driveway shall meet. Any driveway which in the City's determination restricts drainage by, over or into a roadway shall be removed and replaced by Owner within twenty (20) days of demand for such removal and replacement by the City at the sole cost and expense of Owner. All Lots shall have a driveway sufficiently wide to park two cars in the driveway unless otherwise approved in writing by the City.

(3) Prior to occupancy of any residence and unless otherwise permitted by the express written approval of the City, the Owner shall cause to be planted one (1) tree (at least two to two and one-half inches in caliper) in the front of the Lot. The City retains the right, in its sole discretion, to determine the location of any and all trees on the Lot. No tree shall be removed from any Lot without the prior written approval of the City.

(4) Upon an Owner's failure to comply with the provisions of this Section (h), the City may take such action as necessary to cause the Owner to comply therewith or take such other actions as the City shall deem appropriate, and the Owner shall immediately, upon demand, reimburse the City or others performing party for all expenses incurred in so doing, together with allowable

statutory interest, and the City shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that Lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

(5) Each Owner shall construct on that Owner's Lot a three (3) foot wide concrete sidewalk along the full length of the front Lot line, and where such Lot is a corner Lot, the sidewalk shall be constructed along the full length of each Lot line adjacent to a right-of-way. Such sidewalk shall be concrete and of broom finish specification, and the elevation of such sidewalk shall be specified by the City in its sole discretion.

(6) It shall be the duty of every owner of any land or lot in the City to prevent dirt and earth from washing or falling from such land or lot onto the paved portion of any street, sidewalk or right-of-way of the City. In order to prevent any dirt or earth washing or falling from any land or lot onto any such paved portion of any street, sidewalk, or right-of-way, the owner may be required to erect a retaining wall of concrete or other material or in lieu thereof, the ground can be graded to a slope of one and one half to one and sodded. The City may examine the premises and direct the owner or his agent, lessee or occupant thereof, in writing, to erect the character and kind of retaining wall required, or permit the owner to grade and sod the area, with such work to be completed within thirty days from the date of notice given by the City.

(7) The owners of property abutting sidewalks in the City are required to repair that part of the sidewalk adjoining property respectively belonging to them at their own expense by repairing any holes, uneven surface or other defective places therein, by using materials as nearly similar as possible to that of which the sidewalk is constructed within thirty days after receiving notice in writing from the City to do so. This section shall not waive or affect the right of the City to order the reconstruction of any such sidewalk if it is found proper to do so.

(8) It shall be the duty of the City as soon as it ascertains the existence of defects in the sidewalks of the City to forthwith notify, in writing, the owners of the property abutting that part of the sidewalk which is found to be defective, that it is the owner's obligation to repair it at their own expense within a period of thirty days after the delivery of the notice. In the event the owner fails to make such repairs, the City is authorized to have the necessary repairs made and to assess the cost of repair to the abutting owner and to notify the abutting owner of the assessment in writing. In the event the owner fails to remit the cost as assessed within thirty days of the notice as given above, the City shall take the necessary steps to place a lien against the abutting property in the office of the County Clerk of Jefferson County, Kentucky, in the amount of the unpaid assessment.

(9) In addition to the lien provided in section three above, the cost of any repair or replacement shall be the personal liability of the owner of the property abutting that part of the sidewalk which is found to require repair or replacement.

(10) No above-ground pools shall be permitted at any time.

18. Subdividing Lots. No Owner of a Lot shall subdivide any Lot in the City without the prior written consent of the City.

19. Severability; Modification. The provisions of this Ordinance are severable. While the covenants, conditions or restrictions set forth above are considered to be reasonable in all circumstances, it is recognized that covenants, conditions or restrictions of this nature may fall for reasons unforeseen, and accordingly it is hereby declared that if any of such covenants, conditions or restrictions shall be adjudged void as going beyond what is reasonable in all instances, the said covenant, condition or restriction shall apply with such modifications as may be necessary to make it valid and effective. In the event any provision or portion of this Ordinance shall be held or adjudged invalid or unenforceable and incapable of reasonable modification to make it valid and effective in accordance with this section, the remaining provisions or portions of this Ordinance shall not be invalidated thereby, but shall remain in full force and effect.

20. Enforcement. When any of the conditions set forth in sections 3, 4, 5 or 6 above have not been met, said owner, occupant or person having control or management of the property in question shall be given notice by first class mail, and the owner, occupant or person having control or management of the property shall have ten (10) days in which to comply with the provisions of this Ordinance of which he or she is in violation.

The City, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, restrictions, liens and charges now or hereafter imposed by the provisions of this Ordinance. Failure by the City or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Upon failure of the owner, occupant or person having control or management of the property to comply with this Ordinance and the notice given by the city, the City may take such action as it deems necessary to bring the subject property into compliance. The City shall have a lien against the property for the reasonable value of labor and materials used in remedying the situation. The affidavit of the responsible officer shall constitute prima facie evidence of the amount of the lien and the regularity of the proceedings pursuant to this statute, and shall be recorded in the office of the county clerk. The lien shall be notice to all persons from the time of its recording and shall bear interest thereafter until paid. The lien created shall take precedence over all other subsequent liens, except state, county, school board, and city taxes, and may be enforced by judicial proceeding. The owner of the subject property upon which a lien has been attached pursuant to this section shall be personally liable for the amount of the lien, including all interest, civil penalties and other charges, and the City may bring a civil action against the owner and shall have the same remedy as provided for the recovery of a debt owed.

21. Violation.

- (a) Any violation of this Ordinance is a civil offense;
- (b) The maximum civil fine which may be imposed for each violation of the ordinance is two hundred fifty dollars (\$250.00) for each such violation and any

continuing violation of this Ordinance shall be considered a separate offense for each day that such violation continues; A civil fine of one hundred dollars (\$100.00) for violation of any section of this Ordinance will be imposed for each offense if the person who has committed the offense does not contest the citation.

(c) Any Owner or other person or organization which violates Sections 3, 4, 5 or 6 of this Ordinance shall have ten (10) days after written notice from the City to cure such violation. Upon the failure of the owner, occupant or person having control or management of the property to comply with this Ordinance and the notice given by the City, the City may take such action as it deems necessary to bring the subject property into compliance with Sections 3, 4, 5 or 6 of this Ordinance. The City shall have a lien against the subject property for the reasonable value of labor and materials used in remedying the situation. The owner of the subject property upon which a lien has been attached pursuant to this section shall be personally liable for the amount of the lien, including all interest, civil penalties and other charges, and the City may bring a civil action against the owner and shall have the same remedy as provided for the recovery of a debt owed.

(d) Any Owner or other person or organization which violates Section 9 of this Ordinance shall have ten (10) days to remove any offending vehicle, boat, truck, recreational vehicle, commercial vehicle or temporary structure. Upon the failure of the owner, occupant or person having control or management of the property to comply with this Ordinance and the notice given by the City, the City may take such action as it deems necessary to bring the subject property into compliance with Section 9, including towing and removal of vehicles. The City shall have a lien against the subject property for the reasonable value of labor and materials used in remedying the situation. The owner of the subject property upon which a lien has been attached pursuant to this section shall be personally liable for the amount of the lien, including all interest, civil penalties and other charges, and the City may bring a civil action against the owner and shall have the same remedy as provided for the recovery of a debt owed. The owner of a vehicle which is towed shall be charged for the storage of the vehicle in addition to the towing charge and any other penalties imposed. No vehicle is to be released from impoundment without all towing, impoundment, storage fees and penalties being first paid in full. If any vehicle is found to be in violation of any provision of Section 9 of this Ordinance or any other ordinance, rule or regulation of the City and the identity of the person responsible for the violation cannot be determined, the owner or person or entity in whose name such vehicle is registered shall be held responsible for each such violation.

(e) Any Owner or other person or organization which violates any of the sections of this Ordinance shall be assessed a civil fine of one hundred dollars (\$100.00) for violation of any section of this Ordinance. Such fine shall be due and owing within 7 days after a citation is written assessing the fine.

(f) For a second violation or multiple violations of any section of this Ordinance, any Owner or other person or organization shall be assessed a civil fine of two hundred fifty dollars (\$250.00) for each such violation. Such fine

shall be due and owing within 7 days after a citation is written assessing the fine.

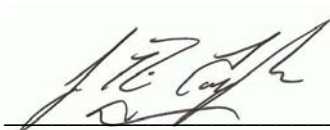
(g) Any continuing violation of this Ordinance shall be considered a separate offense for each day that such violation continues and for assessment of continuing civil fines.

(h) Any violation of this Ordinance may be enforced by citation written by duly authorized officer of the City, which shall include a city police officer, safety officer, citation officer, county police officer, sheriff, deputy sheriff, or other public law enforcement officer with the authority to issue a citation.

This Ordinance shall take effect upon its passage, approval and publication as required by law.

First Reading on the _19th day of _____August_____, 2010.

ENACTED this _23rd day of _____September_____, 2010



MAYOR J. KEVIN TAYLOR

ATTEST:

CITY CLERK