

CITY OF GREEN SPRING
ORDINANCE NO. 1

**AN ORDINANCE PERTAINING TO ARCHITECTURAL CONTROL,
MAINTENANCE OF PROPERTY AND THE ABATEMENT AND
REMOVAL OF NUISANCES IN THE CITY OF GREEN SPRING**

I hereby certify that the foregoing ordinance concerning Architecture, Property Maintenance, and Removal and Abatement of nuisances within the City of Green Spring.

Ordinance No. 1 Series 2025 is created to mirror many of the original deed restrictions in place at the time of development in each section of Green Spring. The Ordinance codifies the original restrictions and incorporates those restrictions into Green Spring Ordinances.

This Ordinance addresses: Property Maintenance and appearance, Maintenance and upkeep of the land, grass and other items on the property, Appearance and upkeep of other structures and vehicles, Animals, Disposal of Trash, the property owner's requirement to keep a safe and fit for habitation property, and Architecture, Landscaping, Driveway, Sidewalk upkeep requirements,

The complete text of said ordinance shall be provided to any resident upon request.



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OF PROPERTY AND THE ABATEMENT AND
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BE IT ORDAINED by the Council of the City of Green Spring:

WHEREAS, the use, architectural control, maintenance of properties and the abatement and removal of nuisances within the City of Green Spring (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 Green Spring is empowered by general statutory provisions and specifically, KRS 381.770 and KRS 82.700 et seq, to cause abatement or removal of nuisances, and

WHEREAS, the City of Green Spring previously enacted relating to nuisances and desires at this time to repeal such ordinance;

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

Ordinance Number 2023-3 enacted on 20-JUL-2023 relating to nuisances is hereby repealed.

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 Green Spring, 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.

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. 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) Inoperable, or unlicensed vehicles;
- (b) Rubbish; or
- (c) The excessive growth of weeds or grass.

3. Mowing. The owners, occupants or persons having control or management of property within the City shall keep the grass and like vegetation on all cleared property within the City cut to a height of no more than six inches. Vacant uncleared land along Barbour Lane, Wolf Pen Branch, and Springdale is exempt from this ordinance.

4. 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. Vacant uncleared land along Barbour Lane, Wolf Pen Branch, and Springdale is exempt from this ordinance

5. 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 exterior antenna (except for a standard small television antennae not to exceed twelve (12) feet in height) or microwave or other receivers and transmitters (including those currently called "satellite dishes" greater than one meter in diameter) 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.
- (c) No firewood shall be stored in a location that is visible from the front of the Lot on which it is stored.
- (d) 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.
- (e) No sign of any type, including yard, political and/or lost animal signs shall be affixed to any property owned, operated and/or controlled by the city, including traffic signs, street signs, light posts and easements.

6. 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.

7. Animals. No animals, including reptiles, chickens, ducks, geese or other fowl, and no swine cattle, goats, horses or other like animals shall be kept on any lot other than 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 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 on a leash and at all times under the control of a resident or tenant. No person shall keep or harbor any dog within the city which by frequent and habitual barking, howling, or yelping, creates unreasonably loud and disturbing noises of a character, intensity, and duration as to disturb the peace, quiet, and good order of one or more of the inhabitants of two or more separate residences.

8. 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 or sanitary containers shall be visible from the front of the house, except same may be placed outside the evening before any regular trash or garbage collection day, and shall be removed from the curb or right-of-way and not be visible from the front of the house by 10:00 p.m. on the day of collection.

9. Unsafe Conditions Duty to Repair and Build. 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. 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. Should any Owner fail to do so, then the City may take such action as it deems appropriate to make such Lot safe, 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.

10. 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.

11. 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.

12. Architectural Control. It shall be unlawful for any person, firm, partnership and/or corporation to construct, alter, change, erect or in manner structurally change any building or structure or improvement upon the land in the corporate limits of the city without first seeking the approval and obtaining a permit from the City Commission. 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) 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.

(c) 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.

(d) 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 based on aesthetics.

(e) Landscaping; Driveways; Trees; Sidewalks.

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

(2) Each Owner shall construct and permanently maintain in good repair a paved or concrete driveway and the driveway apron up to the edge of the sidewalk (if present) prior to occupancy of a single family dwelling; provided, however, that the 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) Upon an Owner's failure to comply with the provisions of Section 12 a-e, 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.

(4) 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.

13. 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.

14. Enforcement.

(a) When any of the conditions set forth in Sections 1-12 above have been violated, 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.

(b) When conditions set forth in Section 2a above have been violated, any vehicles in violation of such conditions are subject to immediate towing and removal, at the owner's expense.

(c) 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.

(d) 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 at eighteen percent (18%) per annum 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.

15. Violation.

(a) Any violation of this Ordinance is a civil offense;

(b) Any Owner or other person or organization which violates Sections 1-12 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 1-12 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.

(c) Any Owner or other person or organization which violates Sections 2a 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 Sections 2a 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 2a 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.

(d) 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.

(e) 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.

(f) Whoever violates any provision of this chapter for which no specific penalty is otherwise provided shall be guilty of a misdemeanor and shall, upon conviction, be fined not more than \$500.

(g) (B) Any person, firm, corporation or entity who any Section above 1-12 shall be guilty of a Class B misdemeanor and shall be fined not less than \$50 nor more than \$500 or sentenced to a term in the county jail not to exceed 90 days, or both, for each offense. Each day's violation of any Section above 1-12 shall constitute a separate offense.

(h) (C) Any person, firm, corporation, or other entity found to be in violation of any Section above 1-12 shall pay a fine in the Jefferson District Court not to exceed \$500 or, in the alternative, a civil penalty to the Code Enforcement Board of the city in an amount not to exceed \$500. Each day's violation of this section may be considered a separate offense.

(i) (E) Pursuant to the provisions contained in KRS 65.8808 KRS 65.8825(6); the Code Enforcement Board will be used to settle any disputes relating to any above Section 1-12.

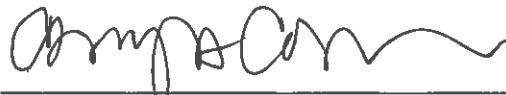
This Ordinance shall take effect upon its passage, approval and publication as required by law.

First Reading on the 20th of February 2025

ENACTED this 20th of March 2025


John Morton, MAYOR

ATTEST:



Caryl Conklin, CITY CLERK

Commissioner Faith
Commissioner Cravens
Commissioner Ries
Commissioner von Allmen
Mayor Morton