

COMMONWEALTH OF KENTUCKY
COUNTY OF TRIMBLE

ORDINANCE NO. 11-2011-1

AN ORDINANCE OF THE FISCAL COURT OF TRIMBLE COUNTY,
KENTUCKY ESTABLISHING REGISTRATION PROCEDURES FOR
ABANDONED PROPERTY FOR PROPERTY LOCATED IN TRIMBLE
COUNTY

WHEREAS, the presence of vacant, abandoned residences can lead to neighborhood blight; and

WHEREAS, the presence of vacant, abandoned building can create an attractive public nuisance; and

WHEREAS, the presence of vacant, abandoned buildings can contribute to lower property values; and

WHEREAS, the presence of vacant, abandoned buildings can discourage potential buyers from purchasing a home adjacent to, or within neighborhoods with vacant, abandoned residences; and

WHEREAS, many vacant, abandoned residences are often the responsibility of out of state or out of area lenders and lienholders; and

WHEREAS, in many instances, the owners, lenders and lienholder fail to adequately maintain and secure these vacant, abandoned buildings; and

WHEREAS, the Trimble County Fiscal Court has the power to protect all areas of Trimble County from blight, decline and devaluation.

WHEREAS, the presence of vacant, abandoned residences in Trimble County may result in violations of the Trimble County Nuisance ordinances for the reasons set out herein below,

**NOW THEREFORE, BE IT ORDAINED BY THE TRIMBLE COUNTY
FISCAL COURT AS FOLLOWS:**

SECTION 1: PURPOSES:

It is the purpose and intent of the Trimble County Fiscal Court, through the adoption of this Chapter, to establish an abandoned buildings registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance

G. Building – Building means any structure, including but not limited to residence buildings and including, but not limited to mobile home trailers.

H. Buyer - means any person, co-partnership, association, corporation, or fiduciary who agrees to transfer anything of value in consideration for property described in an agreement of sale, as defined in this subsection.

I. Creditor - means a federal or state chartered bank, savings bank, savings and loan association, or credit union, and any entity acting on behalf of the creditor named in the debt obligation, including but not limited to servicers;

J. Dangerous Building - means any building/structure that is violation of any condition referenced in Chapter 4.44, abatement of Dangerous Buildings.

K. Days - means consecutive calendar days excluding weekends and holidays.

L. Mortgage - means an instrument by which title to real estate is transferred to a third party lienholder as security for a real estate loan.- This definition applies to any and all subsequent mortgages i.e.2nd deed mortgage, 3rd mortgage, etc.

M. Deed in lieu of Foreclosure/sale - means a recorded document that transfers ownership of a property from the debtor to the holder of a mortgage upon consent of the beneficiary of the mortgage.

N. Default - means the failure to fulfill a contractual obligation, monetary or conditional.

O. Distressed - means a property that is under a current Notice of Default and /or Notice of Lien holder's Sale; pending action by or on behalf of Trimble County for the collection of delinquent taxes; or has been foreclosed upon by the lienholder or has been conveyed to the beneficiary/lienholder via Deed in Lieu of Foreclosure/sale.

and security of abandoned properties and as a means of recognizing properties that may be in violation of Trimble County's Nuisance Ordinance and to seek remedies to existing and ongoing nuisances.

SECTION 2 – DEFINITIONS - For the purposes of this chapter, certain words and phrases used in this chapter are defined as follows:

A. Abandoned - means a property that is vacant and is under a current Notice of Default and/or Notice of Lien holder's Sale, pending action by or on behalf of Trimble County for the collection of delinquent taxes and/or properties that have been the subject of foreclosure sale where the title was retained by the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

B. Accessible property - means a property that is accessible through a compromised/breached gate, fence, wall, etc.

C. Accessible structure - means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

D. Agreement - means any agreement or written instrument, which provides that title to residential property, shall be transferred or conveyed from one owner to another owner after the sale, trade, transfer or exchange.

E. Assignment of Interests - means an instrument that transfers the beneficial interest under a mortgage from one lender/entity to another.

F. Beneficiary - means a lender under a note secured by a mortgage.

P. Evidence of vacancy - means any condition that on its own, or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions include but are not limited to, overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers and/or mail, past due utility notices and/or disconnected utilities, accumulation of trash, junk and/or debris, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings and/or personal items consistent with residential habitation, statements by neighbors, passerby, delivery agents, government employees that the property is vacant.

Q. Foreclosure - means the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the lienholder (borrower) defaults.

R. Notice of Default - means a recorded notice that a default has occurred under a mortgage and that the beneficiary intends to proceed with a lien holder's sale.

S. Owner - means any person, co-partnership, association, corporations, fiduciary or other legal entity having a legal or equitable title or any interest in any real property.

T. Owner of record - means the person having recorded title to the property at any given point in time the record is provided by the Trimble County Fiscal Court.

U. Property - means any unimproved or improved real property or portion thereof, situated in Trimble County and includes the buildings or structures located on the property regardless of condition.

V. Residential building - means any improved real property or portion thereof, situated in the Trimble County, designed or permitted to be used for dwelling purposes, and shall include the buildings and structures located on such improved real

property. This includes any real property being offered for sale, trade, transfer, or exchanges as “residential” whether or not it is legally permitted and/or zoned for such use.

W. Securing - means such measures as may be directed by the Solid Waste Coordinator or his or her designee that assist in rendering the property inaccessible to unauthorized persons, including but not limited to the repairing of fences and walls, chaining/pad locking or gates, the repair of boarding of door, window and/or other openings. Boarding shall be completed to minimum of the current HUD securing standards at the time the boarding is completed or required.

X. Lienholder - means the person, firm or corporation holding a Mortgage on a property.

Y. Trustor - means a borrower under a mortgage, who deeds property to a lienholder as security for the payment of a debt. The term as used here is the same as debtor.

Z. Vacant - means a building/structure that is not legally occupied.

SECTION 3: REGISTRATION OF ABANDONED PROPERTY–

A.) Prior to filing a complaint of foreclosure or executing a deed in lieu of foreclosure on a residential or commercial property a creditor shall inspect the property to determine whether the property is vacant. If the property is vacant, the creditor shall, within five (5) days of when the complaint of foreclosure is filed, register the property as a vacant property with the Trimble County Fiscal Court for the purpose of minimizing hazards to persons and property as a result of the vacancy. Registering the property shall be accomplished as set out in Section 4 immediately below.

B.) If the property is not vacant at the time the initial inspection is performed, but the creditor becomes aware at any time that the property has become vacant, the creditor shall within five (5) days of being informed of the vacancy register the property with the Trimble County Fiscal Court as required herein.

C.) If the property is transferred by means of a deed in lieu of foreclosure, the creditor shall give notice within five (5) days of execution of the deed in lieu of foreclosure, of said transfer with the name and address of the party taking the deed in lieu of foreclosure.

D.) If the property is sold at foreclosure sale, the creditor shall within five (5) days of execution of the deed following foreclosure sale, give notice to the Trimble County Fiscal Court of the name and address of the party who purchased the property at foreclosure sale.

E.) If the property is withdrawn from foreclosure sale and the creditor sells the property to a third party, or re-conveys the property to the debtor, the creditor shall, within five (5) days, of execution of the deed give notice to the Trimble County Fiscal Court of the name and address of the party to whom the property was conveyed.

SECTION 4: INSPECTION AND REGISTRATION

A.) Any beneficiary lienholder, that holds a mortgage on a property located within Trimble County, shall perform an inspection of the property that is security for the mortgage, prior to filing a complaint of foreclosure or executing a deed in lieu of foreclosure. If the property is found to be vacant or shows evidence of vacancy, it is, by this Ordinance, deemed abandoned and the creditor shall, within five (5) days the complaint of foreclosure is filed or executing a deed in lieu of foreclosure is executed,

register the property as a vacant property with the Trimble County Fiscal Court for the purpose of minimizing hazards to persons and property as a result of the vacancy using the forms provided by the Trimble County Fiscal Court on forms provided by the County.

B.) The beneficiary or lienholder shall pay a fee for registering the property as set by the Trimble County Fiscal Court. The initial registration fee shall be \$100.00

C.) The registration shall contain the name of the beneficiary/lienholder (corporation or individual the direct street/office mailing address of the beneficiary/lienholder (no P.O. Boxes), a direct contact name and phone number for the beneficiary/lienholder and, in the case of a corporation or out of area beneficiary/lienholder, the local property management company responsible for the security, maintenance and marketing of the property. Registration fees will not be prorated. Registration shall include the 911 address of the subject property.

D.) An annual registration fee shall accompany the registration form. The fee and registration shall be valid for the calendar year, or remaining portion of the calendar year, in which the registration will initially required. Subsequent registrations and fees are due January 1st of each year and must be received no later than January 21st of year due. This section shall also apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. Properties subject to this chapter shall remain under the annual registration requirement, security and maintenance standards of this section as long as they remain vacant. Any person, firm or corporation that has registered a property under this Ordinance must

report any change of information contained in the registration within ten (10) day of the change.

E.) Failure to register the property as set out herein shall be considered a violation of this ordinance and shall subject the party responsible for registration to penalties as set out below.

SECTION 5: MAINTENANCE REQUIREMENTS

Properties subject to this section shall be, kept free of weeds, dry bush, dead vegetation, trash, junk, debris, building materials, any accumulations of newspapers, circulars, flyers, notices, accept those required by federal, state or local law, discarded personal items including but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned. The property shall be maintained free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure. Visible front and side yards shall be landscaped and maintained to the neighborhood standard at the time registration was required. Landscape includes, but is not limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed especially for residential installation. Landscaping does not include weeds, gravel, broken concrete, asphalt, decomposed granite, plastic sheeting, mulch, indoor-outdoor carpet or any similar material. Maintenance includes, but is not limited to pruning and mowing of required landscaped and removal of all trimmings. Pools and spas shall be kept in working order so the water remains clear and free of pollutants and debris or drained and kept dry. In

either case properties with pools and/or spas must comply with the minimum security fencing requirements of the State of Kentucky. Adherence to this section does not relieve the beneficiary/lienholder or property owner of any obligations set forth in any Covenants Conditions and Restrictions and/or Home Owners Association rules and regulations which may apply to property.

SECTION 6: SECURITY REQUIREMENTS

Properties subject to this section shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

A.) Vacated Building Maintenance Standards: A building shall be deemed adequately protected from intrusion by trespassers and from deterioration by the weather if the following conditions have been met:

- 1.) Building openings: Doors, windows, areaways and other openings are weather tight and secured against entry by birds, vermin and trespassers. Missing or broken doors, windows and opening coverings are covered with at least one-half inch of CDX plywood, weather protected, tightly fitted to the opening and secured by screws or bolts.
- 2.) Roofs: The roof and flashings are sound, tight, will not admit moisture, and drained to prevent dampness or deterioration in the walls or interior.
- 3.) Building Structure: The building is maintained in good repair, structurally sound, free from debris, rubbish and garbage, and sanitary, and interior floors, walking surfaces and stairs are structurally sound, and interior walls and ceilings

are free of loose or hanging plaster and finishes, so as not to pose a threat to the public health or safety.

4.) Structural Members: The structural members are free of deterioration and capable of safely bearing imposed dead and live loads.

5.) Foundation Walls: The foundation walls are plumb, free from open cracks and breaks, and rat proof.

6.) Exterior Walls: The exterior walls are free of holes, breaks, and loose or rotting materials. Exposed metal and wood surfaces are protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

7.) Decorative Features: The cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features are safe, anchored, and in good repair. Exposed metal and wood surfaces are protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

8.) Structure Extensions: All balconies, porches, canopies, marquees, signs, metal awnings, cornices, stairways, fire escapes, standpipes, exhaust ducts, and similar features are in good repair, anchored, safe and sound. Exposed metal and wood surfaces are protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

9.) Chimneys and Towers: Chimneys, cooling towers, smokestacks, and similar appurtenances are structurally safe. Exposed metal and wood surfaces are

protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.

10.) Sidewalk Openings: Yard walks, steps, and openings in sidewalks are safe for pedestrian travel.

11.) Accessory and Appurtenant Structures: Accessory and appurtenant structures such as garages, sheds, and fences are free from safety, health and fire hazards.

12.) Premises: The premises on which a structure is located is clean, safe and sanitary, maintained free of weeds, junk cars, and litter, and does not pose a threat to the public health or safety.

13.) Sewer or septic connections: All connections to sanitary sewers or septic tanks and lateral lines are completely functional and are not allowing for the escape of effluent onto or into the ground and are in compliance with state standards for sanitary sewers and septic systems.

SECTION 7: POSTING OF PROPERTY

Any property required to be registered as set out herein shall be posted with the name and a 24-hour contact phone number of the local property management company. The postings shall be no less than 18"x24" and shall be of font that is legible from a distance of forty-five (45) feet and shall contain along with the name and 24-hour contact number the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL". The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the

property so it is visible from street or if no such area exists, on a stake of sufficient size to support the posting in a location that is visual from the street to the front of the property but not readily accessible to vandals. Exterior postings must be constructed of and printed with weather resistant materials. The local property management company shall inspect the property every thirty (30) days to determine if the property is in compliance with the requirements of this chapter. Compliance with this inspection requirement shall not diminish the obligation of the registrant to perform regular maintenance that would be expected in between inspections, including but not limited to grass cutting and weed control.

SECTION 8: ENFORCEMENT AND PENALTIES

A.) If a party responsible for registering a property as set out herein fails to register the property as required, such failure shall be deemed a violation of this ordinance and shall be punishable by an administrative fee not to exceed \$500.00 per month and each month in excess of five (5) days shall be deemed a separate violation.

B.) If a residential property becomes or remains vacant as provided in this ordinance, whether prior to vesting of title in the creditor or any third party or after such vesting, and as a result of the vacancy and ensuing failure to maintain the property as set out herein, the property is in violation of the Trimble County Nuisance Ordinance and the Solid Waste Coordinator or the Trimble County Sheriff or any other authorized law enforcement officer determines the property is in violation of the County's Nuisance or Solid Waste Ordinance, the Solid Waste Coordinator shall notify the creditor of the violation by providing notice of the violation by certified mail, return receipt requested,

to the person identified in the Registration Application, and shall require the creditor to correct the violation to the extent consistent with the terms of the mortgage.

C.) The notice of violation from the Solid Waste Coordinator that requires any party to correct a violation pursuant to this ordinance shall include a description of the conditions that give rise to the violation with the notice of violation and shall provide a period of not less than twenty (20) days from the creditor's receipt of the notice for the creditor to remedy the violation.

D.) If the creditor fails to remedy the violation within the stated period the local government may issue a citation for violation of the ordinance, citing the violator to Trimble District Court. Each day of the violation shall be considered a separate violation punishable by not more than \$10.00 and not more than \$500.00. All fines paid in excess of the court costs of Trimble District Court shall be paid to the Trimble County Fiscal Court as reimbursement to the County for enforcement of this Ordinance and the Trimble County Nuisance Ordinance.

SECTION 9: SEVERABILITY

If any section or part of a section of this Ordinance is found to be unconstitutional or otherwise invalid, such part shall be deemed severable and the invalidity of that section or part of a section shall not affect the remaining parts of this Ordinance and the same shall remain in full force and effect unless amended or revoked by subsequent ordinance.

SECTION 10: EFFECTIVE DATE

A.) This ordinance shall be in full force and effect thirty (30) days from and after its passage, adoption and approval by the Trimble County Fiscal Court and publication as required by the Kentucky Revised Statutes.

B.) All ordinances and parts of ordinances in conflict herewith are hereby repealed.

C.) That the County Clerk causes this ordinance to be published in accordance with the appropriate Kentucky Revised Statues.

The first reading of this Ordinance was made at a meeting of the Trimble County Fiscal Court on October 17, 2011.

The second reading of this ordinance was made at a meeting of the Trimble County Fiscal Court on November 21, 2011 and upon motion and second the same was called for a vote and approved by a majority vote of the Trimble County Fiscal Court.

Approved as to form and content by Trimble County Attorney:



Perry R. Arnold, Trimble County Attorney

After second reading on November 21, 2011 the foregoing Ordinance was approved to be published and on the same occasion was signed in open Court by the County Judge/Executive, Honorable Randy K. Stevens as evidence of his approval, attested under the seal of the Trimble County Fiscal Court Clerk.



Randy K. Stevens, Trimble County Judge/ Executive

Attest: Susan Barnes
Trimble County Fiscal Court Clerk

Published: _____

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DEPUTY CLERK: ALLISON M. TINGLE
COUNTY: TRIMBLE COUNTY

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