

**ORDINANCE NO. XX-XX**

**AN ORDINANCE ENACTING AN EXTERIOR PROPERTY MAINTENANCE CODE FOR THE VILLAGE OF HEBRON, OHIO**

BE IT ORDAINED, by the Council of the Village of Hebron, Licking County, Ohio, to-wit:

**SECTION ONE:**

Because of the need to protect the value of property in the Village, protect the quality of life in the Village, and protect the health, safety, and welfare of the residents of the Village of Hebron, this Ordinance shall take full force and effect from and after its earliest date after passage.

**SECTION TWO:**

That the following shall be known as the Exterior Property Maintenance Code of the Village of Hebron, Ohio:

**SCOPE:**

The Code is limited to the establishment of minimum standards for the maintenance of exterior surfaces and exterior functioning units of all structures, buildings, and uses within the Village, including lot and yard areas within the Village. No provisions of this Code shall, in any way, directly or indirectly, be interpreted to interfere with, or to limit the right of, any owner or resident to inhabit real property owned or leased by them in such a manner and form as they may determine appropriate; consistent with other applicable provisions of law. This Code is directed to obvious exterior visual conditions which may lead to the violation of this code within the Village.

**PURPOSE:**

The purpose of this Code is to protect the public health, safety, and welfare by establishing a minimum standard governing the maintenance, appearance, and exterior condition of all premises and uses throughout the Village; to fix certain responsibilities and duties upon owners, residents, and managers of the same as to both separate and correlative responsibilities and duties; to authorize and establish procedures for the exterior inspection of such premises and uses; to fix penalties for the violations of this Code; and to provide a process for the repair, demolition, or vacation of premises unfit for human habitation, occupancy, or use. This Code is hereby declared to be remedial and essential for the public interest, and it is intended that this Code be construed and interpreted to effectuate the purposes as stated herein.

**SEVERABILITY:**

Each chapter, section, paragraph, sentence, clause, phrase, or other divisible part of this Property Maintenance Code is hereby declared to be severable and if any such chapter, section, paragraph, sentence, clause, phrase, or other divisible part is declared unconstitutional or otherwise invalid by any court of competent jurisdiction in a valid judgment or decree, such unconstitutionality or invalidity shall not affect any of the remaining chapters, sections, paragraphs, sentences, clauses, phrases, or other divisible part of this ordinance since the same would have been enacted without the incorporation into this ordinance of such unconstitutional or invalid chapter, section, paragraph, sentence, clause, phrase, or other divisible part.

**APPLICABILITY:**

Every building, residential structure, lot, and yard owner shall comply with the provisions of this Code, whether or not such building, lot, yard or use shall have been constructed, altered, or repaired before or after the enactment of this Code, and without regard to any permits or licenses which shall have been issued for the use or occupancy of the building premises, for the construction or repair of the building or use, or for the installation or repair of equipment or facilities prior to the effective date of the Code. This Code establishes minimum standards for the initial and continued occupancy and use of all such structures and properties and does not replace or modify standards otherwise established for the construction, repair, alteration, or use of the building. Where there is mixed occupancy, residential or nonresidential use shall be regulated by and subject to the provisions of this Code.

**HISTORIC BUILDINGS:** An owner of a building or structure, which has been designated by a governmental body as having historical significance, may use that designation as a basis for an appeal from application of the provisions of this code.

**CONFLICT OF LAWS:**

In any case where a provision of this Code imposes a higher standard than that set forth in any other ordinance by the Village or law of the State, then the standard set forth herein shall prevail, but if a provision of this Code imposes a lower standard than that imposed by any other ordinance of the Village or law of the State, then the higher standard contained in any such other ordinance or law shall prevail.

**DEFINITIONS:**

For the purpose of this Code, certain terms and words are hereby defined. Words used in the present tense shall include the futures; the singular number shall include the plural, and the plural shall include the singular; the word “building” shall include the word “structure”, and the word “shall” is mandatory and not directory.

- A. DETERIORATION means the condition or appearance of the exterior of the building, or part thereof, characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting, or other evidence of physical decay, neglect, or lack of maintenance.

- B. EXTERIOR OF THE PREMISES means those portions of a building which are exposed to public view and the open space of any premises outside of any building.
- C. FINAL ORDER means that a Notice of Violation has been served according to this Code, and the persons named have failed to comply within the time allowed, or that a Notice of Violation has been served according to this Code, an appeal taken, and is that order of determination issued by the Planning and Zoning Board.
- D. GARBAGE means animal or vegetable waste resulting from the handling, preparation, cooking, and consumption of food.
- E. INFESTATION means the presence of insects, rodents, vermin, or other pests on the premises which constitute a health hazard.
- F. NUISANCE means that which is defined by the statutes of the State of Ohio, ORC 3767.41(2)(a) "Public nuisance" means a building that is a menace to the public health, welfare, or safety; that is structurally unsafe, unsanitary, or not provided with adequate safe egress; that constitutes a fire hazard, is otherwise dangerous to human life, or is otherwise no longer fit and habitable; or that, in relation to its existing use, constitutes a hazard to the public health, welfare, or safety by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.
- G. OCCUPANCY means any person living and sleeping in a dwelling unit or having an actual possession of said dwelling unit or any person who leases or rents a non-residential building, structure, or any portion thereof.
- H. OWNER means any person who, alone or jointly or severally with others, shall have legal or equitable title to any premises, with or without the accompanying actual possession thereof; or shall have charge, care, or control as owner or agent of the owner; or as executor, administrator, trustee, receiver, or guardian of the estate, or as a mortgagee in possession.
- I. PERSON includes any individual, corporation, association, partnership, trustee, lessee, agent, or assignee.
- J. PREMISES mean a lot, plot, or parcel of land, including the buildings or structures thereon.
- K. REFUSE means all solid wastes (except body wastes) including, but not limited to garbage, rubbish, ashes, dead animals, industrial wastes, or the accumulation of brush, broken glass, stumps, and roots that present a safety hazard which present an objectionable odor, unsanitary and/or safety hazard.
- L. RUBBISH means solid waste consisting of both combustible and non-combustible wastes such as, but not limited to paper, wrappings, tin cans, rubber, wood, glass, crockery, plastics, and similar materials.

**ENFORCEMENT:**

The enforcement of any and all provisions of this Code is placed with the Community Development Coordinator, as he/she believes may be required to carry out and effectuate all of the provisions herein.

**INSPECTION:**

All buildings, premises, and uses within the Village are subject to exterior inspections by the Community Development Coordinator upon complaint received or obvious violations of this Code.

**MAINTENANCE RESPONSIBILITY:**

- A. The owner and/or manager of every structure or use within the Village shall be responsible for maintaining the exterior surfaces of the same in conformance with the provisions of this Code.
- B. The owner and/or manager of every structure or use within the Village shall be responsible for maintaining the yard area contiguous thereto in conformance with the provisions of this Code.
- C. The owner and/or manager of every yard or lot within the Village shall be responsible for maintaining their yard and/or lot area in conformance with the provisions of this Code.
- D. No owner and/or manager shall be relieved from the obligations of, nor be entitled to defend, any violation by reason of any contract or agreement between them and any other person.

**GENERAL EXTERIOR MAINTENANCE REQUIREMENTS:**

- A. The exterior surfaces of all structures or uses within the Village, whether functional or decorative, shall be maintained in good repair. Any exterior part or feature thereof having functional use shall be capable of performing the use for which such part or feature was designed.
- B. The entire yard area extending up to and including the lot line in all directions shall be in compliance with the definitions of this ordinance.

**EXTERIOR SURFACES:**

- A. All exterior surfaces of every structure or use within the Village shall be maintained so as to resist decay or deterioration from any naturally-occurring cause. All exterior surfaces shall be covered with paint, finish, or other surface-coating so as to prevent such decay and deterioration. An exterior wall segment(s), facing, or other distinguishable surface area determined by the Community Development Coordinator to have bare, peeling, flaking, pitted, corroded, or otherwise showing deterioration, will require the wall segment(s), facing, or other distinguishable surface area to be surface-coated in its entirety. If the surface to be coated is a portion of a larger structure, such surface coating shall be compatible in color, texture, and design with the entire structure.

- B. Any deteriorated or decayed exterior walls, doors, porches, floors, steps railing, or parts or features thereof, shall be repaired or replaced.
- C. Any damaged or broken windows, screens, or shutters and deteriorated or decayed sill, sash, molding, lintel, frame, or trim thereof, shall be repaired or replaced.

**FOUNDATIONS:**

The foundation of every structure or use within the Village shall be maintained in such condition and repair as to prevent damage to the structural integrity of the same.

**ROOFS, GUTTERS, DOWNSPOUTS, AND CHIMNEYS:**

- A. The roof of every structure or use within the Village shall be maintained weather-tight. All missing shingles, or other roofing materials, shall be replaced with materials of similar kind, nature, design, and color as the original thereof. If any roof segment(s), or distinguishable portion thereof, is determined by the Community Development Coordinator to have missing or deteriorated shingles, or other roofing material, then the roof segment(s) or distinguishable portion thereof shall be replaced or repaired with materials of similar kind, nature, design, and color as the original thereof.
- B. Any structure or use within the Village having gutters and/or downspouts in place shall be maintained in such a manner as to keep such gutters and/or downspouts free of exterior rust, corrosion, and debris. Such rust, corrosion, and debris as may develop in the course of ordinary use of the same, shall be removed, painted, or otherwise surface-coated as to keep such gutters and/or downspouts free of visible rust or corrosion.

**YARD AREA MAINTENANCE:**

- A. Refuse
  - 1. No furniture, mattresses, household furnishings, rugs, appliances, dilapidated vehicles or vehicle parts, machinery and construction equipment shall be placed or stored in any yard area or use within the Village over a period in excess of ten (10) days. Said ten (10) day period begins on the day of written notification from the Community Development Coordinator and may be extended as a result of extenuating circumstances if approved by the Community Development Coordinator.
  - 2. Exterior property areas of all premises or uses shall be kept free of debris, objects, materials, or conditions that, in the opinion of the Community Development Coordinator, create a health, accident, or fire hazard, or are a public nuisance, or constitute a blighting or deteriorating influence on the neighborhood. All debris, objects, materials, or conditions shall be removed within ten (10) days. Said ten (10) day period begins on the day of written notification from the Community Development Coordinator and may be

extended as a result of extenuating circumstances if approved by the Community Development Coordinator.

3. The open storage and display of material and equipment incidental to a nonresidential use adjacent to a residential zoning district, Planned Residential District, Planned Unit District, or visible from a public right-of-way shall only be permitted provided the area used for open storage and display shall be effectively screened on adjoining sides and public right-of-ways by means of walls or fences with a one hundred percent (100%) opaqueness and is located behind the building line and not in a required yard. Walls or fences shall be a minimum of six (6) feet in height without advertising thereon and shall not include chain link fences. Walls and fences may be further screened with plantings comprised of evergreen hedges six (6) feet in heights. (Reference Hebron Zoning Ordinance 9651.02)

B. Grass and Weed Control(not to include ornamental grass), Surface Condition

1. Removal of Noxious and Excessively High Grass and Weeds Constituting a Public Nuisance

a. It is hereby deemed that weeds or grass growing at a height of eight (8) inches or higher upon any property within the Village are a public nuisance. (Reference Hebron Zoning Ordinance 9651.03 M and Hebron Codified Ordinance 27-99)

All lots shall be provided with grass or other appropriate ground cover, as approved, or landscaping material so as to assure absorption of rainfall and prevent erosion and rapid runoff of surface water. (Reference Hebron Zoning Ordinance, Chapter 9661)

C. Accessory Structures

1. All structures or uses located in the yard areas within the Village, such as sheds, barns, garages, bins, and the like, shall be maintained in good repair in conformance with other provisions of this Code having regard to foundations, roofs, and exterior surfaces.
2. Any broken, rusted, deteriorated, or decayed fence, yard enclosure, or other device or structure located in the yard area contiguous to any structure or use within the Village shall be repaired or removed.

D. Ground Surface Hazards

Holes, cracks, excavations, breaks, projections, and obstructions at any place on the premises which, in the opinion of the Community Development Coordinator, are a hazard to persons using the premises shall not be permitted.

E. Motor Vehicles

A nuisance is hereby declared to exist when a person, firm, or corporation keeps, stores, places, or allows to remain, unlicensed motor vehicles, motor vehicles in an inoperable condition, motor vehicles unfit for further use, automobile or motor vehicle parts on any parcel of land, street, or alley, within the corporate limits of the Village of Hebron.

1. "Motor Vehicle in an inoperative condition" means and includes any style or type of motor driven vehicle used or useful for the conveyance of persons or property which is unable to move under its own power due to defective or missing parts and which has remained in such condition for a period in excess of ten (10) consecutive days.
2. "Motor vehicle unfit for further use" means and includes any style or type of motor driven vehicle used for the conveyance of persons or property which is in a dangerous condition, has defective or missing parts, or is in such a condition generally as to be unfit for further use as a conveyance.
3. "Automobile and motor vehicle parts" shall mean and include any portion or parts of any motor driven vehicle as detached from the vehicle as a whole.

#### **INFESTATION:**

All structures, and the premises thereof, shall be maintained free of vermin, rodents, and other pests, and free of sources of breeding, harborage, and infestation by such vermin, rodents, and other pests.

#### **Insect and Rodent Control:**

- A. Grounds, building and structures shall be maintained free of insect and rodent harborage and infestation. Extermination methods and other measures to control insects and rodents shall conform to the requirements of the local health authority.
- B. Grounds shall be maintained free of accumulations of debris which may provide rodent harborage or breeding places for flies, mosquitoes and other pests.
- C. Storage areas shall be maintained as to prevent rodent harborage; lumber, pipe and other building material shall be stored at least eighteen (18) inches above the ground.
- D. Where the potential for insect and rodent infestation exists, all exterior openings in or beneath any structure shall be appropriately screened with wire mesh or other suitable materials.
- E. The growth of brush, weeds and grass shall be controlled to prevent harborage of ticks, chiggers and other noxious insects. Grounds shall be so maintained as to prevent the growth of ragweed, poison ivy, poison oak, poison sumac and other noxious weeds considered to be detrimental to health. Open areas shall be maintained free of heavy undergrowth of any description.

## **NOTICE OF VIOLATION:**

- A. Where a violation of any provision of this Code is found to exist, the Village, through its Community Development Coordinator, shall cause a written notice of such violation to be served upon the owner, manager, occupant, or other person responsible for the correction thereof. The Notice shall specify the violation committed, and shall provide a reasonable period of time, not more than thirty (30) days, to correct or abate the violation.
- B. When the violation involves a motor vehicle, a period of ten (10) days is considered a reasonable period of time to correct or abate the violation. The Notice shall state that, if the violation is not corrected or abated within the time allowed, the Community Development Coordinator may cause to have a motor vehicle impounded and charge the cost thereof to the property owner. (Refer to Hebron Exterior Property Maintenance Code: Abatement Procedure for Motor Vehicle Nuisance).
- C. Notice shall be served by certificate of mailing or certified mail to the current address, as recorded with the County Auditor or Bureau of Motor Vehicles, as the case may be, as to the owner, and the property address as to the occupant.
- D. When the violation involves a motor vehicle, a copy of the Notice shall also be conspicuously affixed to the motor vehicle if the surrounding facts and circumstances make it practicable to do so.
- E. In the absence of an appeal, as provided below, the completion of the notice of violation and the execution of the failure to comply notice shall constitute a Final Order as to administrative proceedings.

## **APPEAL:**

- A. Within fifteen (15) days of the date of receipt of Notice of Violation, the person may request a hearing before the Planning and Zoning Board by filing a written request with the Community Development Coordinator. The appeal shall be heard at the next regularly scheduled meeting of the Planning and Zoning Board; allowing at least five (5) days' notice to the party and the Community Development Coordinator. The Planning and Zoning Board may sustain, modify, or dismiss, in whole or in part, any action required to correct or abate the violation set forth in the Notice and shall issue an Order incorporating its determinations, and such Order shall be a Final Order as to these administrative proceedings.
- B. The Planning and Zoning Board shall consider the following in determining appropriate action to be taken, to-wit:
  - 1. That any modification of the original order of the Community Development Coordinator shall not, in any material way, alter the standards of this Code and shall not affect detrimentally the health or safety of occupants, or the

health, safety, or welfare of the occupants or owners of adjacent premises or of the immediate neighborhood; and

2. That strict enforcement would constitute an undue and unnecessary hardship on the owner, manager, or resident by reason of compelling expenditure for repair of the premises which would substantially disproportionate any benefit to the health, safety, or welfare of the community that might be derived therefrom.

C. Further appeal may proceed according to O.R.C. Chapter 2506.

**MISDEMEANOR FOR FAILURE TO CORRECT OR ABATE:**

It shall be unlawful for any person, firm, or corporation to fail to correct or abate a violation, as determined by a Final Order entered into under this Code. Prosecution for criminal violations of this Code shall be in the Licking County Common Pleas Court, Licking County Municipal Court, or in the Village of Hebron Mayor's Court. The Final Order shall be prima facie evidence of the violation of this Code.

**PENALTY:**

Whoever fails to comply with any Final Order, as provided herein, shall be upon conviction of the same, guilty of a misdemeanor of the third degree. Upon conviction, the fine shall be not more than \$500.00 or imprisonment for not more than 60 (sixty) days or both, and in addition, the offender shall pay all costs and expenses involved in the case.

Each day any such violation continues after receipt of a violation notice shall constitute a separate offense. The owner of any building, structure, premises, or part thereof, and any agent or other person who commits, participates in, assists in, or maintains such violation, may each be found guilty of a separate offense and suffer the penalties herein provided. Nothing herein contained shall prevent the Village from taking such other lawful action as is necessary to prevent or remedy any violations.

**VILLAGE RIGHT OF ABATEMENT:**

In the event a violation is not corrected or abated as required by a Final Order, the Village of Hebron shall have the right to enter upon the premises and make the correction or abatement and recover the actual cost thereof, plus fifteen percent (15%) for inspections and administrative fees, from the owner and/or other person named in the Final Order.

**ABATEMENT PROCEDURE FOR NON-MOTOR VEHICLE NUISANCE:**

Upon information that a Final Order has not been complied with, the Legislative Authority may cause written notice to be served on the owner, lessee, manager, or occupancy of the premises; giving notice that the Village of Hebron may enter upon the property after five (5) days to make correction or abatement.

After the passage of five (5) days with the continued failure to abate or correct, the Village Administrator shall direct the necessary machinery and labor to perform the required task.

Expenses incurred shall, when approved by Council, be paid out of the money in the treasury not otherwise appropriated.

**ABATEMENT PROCEDURE FOR MOTOR VEHICLE NUISANCE:**

- A. Upon information that a Final Order involving a motor vehicle nuisance has not been complied with, a police officer is authorized to remove or direct the removal of the motor vehicle for purposes of impounding the motor vehicle.
- B. Whenever a police officer impounds a motor vehicle, as authorized herein, and the officer knows or is able to ascertain from the registration records in the vehicle, the name and address of the owner thereof, the officer shall, in a timely manner, give or cause to be given notice in writing to the owner of the fact of such impoundment and the reasons therefore and the place to which the vehicle has been removed.

**FEES FOR SERVICE AND RETURN:**

The Chief of Police, or any police officer, may make service and return of the Notice provided for in this Ordinance, and shall be allowed the same fees as provided for service and return of summons in civil cases.

**CERTIFICATION TO COUNTY AUDITOR:**

If the bill for abatement or correction is not paid within thirty (30) days after submission, the Legislative Officials of the Village of Hebron shall certify said costs, together with a fifteen percent (15%) penalty, to the Licking County Auditor for placement on a tax duplicate to be collected as other taxes for return to the Village, as per this ordinance and a lien shall be assessed upon the property from the date of certification.

**SECTION THREE:**

Any portion or portions of ordinances or resolutions heretofore approved by the Village of Hebron which are in conflict or inconsistent with any provisions of the Exterior Property Maintenance Code, adopted in Section One hereof, are hereby repealed as of the effective date of this Ordinance.

Passed, this xx day of xxxxxxxx, 2011.