

ORDINANCE NO. 77-36

AN ORDINANCE ~~REZONING~~ CERTAIN PROPERTY LOCATED IN CONWAY, FAULKNER COUNTY, ARKANSAS DECLARING AN EMERGENCY AND FOR ALL OTHER PURPOSES:

WHEREAS, the petition has been duly filed and proper notice has been run by V.C. Shannon and Greg Wren asking for rezoning of certain property ~~from~~ ^{to} B-2 Commerical, and ,

WHEREAS, it has been recommended by the Planning Commission that said property not be rezoned,

NOW , THEREFORE, BE ORDAINED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS, that from and after the passage of this ordinance, the following described property be and the same is hereby rezoned to be B-2 Commerical;

Begin at the Northeast corner of the W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section Eleven (11), Township Five (5) North, Range Fourteen (14) West, and run thence South 284 yards, thence west 34 yards, thence North 284 yards, thence East 34 yards to the point of beginning, containing two acres, more or less.

Section 1: This ordinance being necessary for the protection of the public an emergency is hereby declared to exist and this ordinance shall take effect immediately upon and after its passage.

PASSED THIS ___ day of December, 1977.

APPROVED:

Jim A. Hoggard, Mayor

ATTEST:

Doris Nunn, Clerk-Treasurer

Did not pass

Dec 5, 1977

TO WHOM IT MAY CONCERN:

Greg Wren has made an offer on the following property, conditioned that the property be zoned B-2 commercial:

Begin at the Northeast corner of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section Eleven (11) Township Five (5) North, Range Fourteen (14) West, and run thence South 284 yards, thence West 34 yards, thence North 284 yards, thence East 34 yards to the point of beginning, containing two acres, more or less.

I have accepted his offer made on July 21, 1977. I hereby agree to sell the above mentioned property to him subject to the conditions set out in the offer and acceptance and that the property be rezoned by ~~the Board of Supervisors~~.

Dec 23, 1977

SHANNON INC.



V. C. Shannon
President

The undersigned, being the owners of the hereinafter described lands, and wishing to protect the buyers and owners of said lands against undesirable uses of said property, have caused the following covenants and restrictions to be filed for record.

1. AREA OF APPLICATION. These covenants shall apply to those lands designated as:

Begin at the Northeast corner of the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section Eleven (11), Township Five (5) North, Range Fourteen (14) West, and run thence South 284 yards, thence west 34 yards, thence North 284 yards, thence East 34 yards to the point of beginning, containing two acres, more or less.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship, size of dwelling, and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. (There will be no chain link fences erected. All fenced and out buildings constructed shall be approved by the Architectural Control Committee. Approval shall be as provided in Paragraph 9, hereof.

Dec 14, 1977.

*This document to be recorded
only if zoning is approved.*

*Shannon Inc
Pres. Regis Shannon*

3. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. TEMPORARY STRUCTURES. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. SIGNS. To meet requirements of City Planning Committee and City Sign Ordinance.

6. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.

8. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall no be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of D. Greg Wren and Pam P. Wren, whose address is #6 Susan Lane, Conway, Arkansas and W. D. Wren and Jeanne A. Wren, whose address is 12400 Rivercrest, Little Rock, Arkansas. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

10. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.