

a written instrument shall be executed by the then record owners of a majority of the lots in this Subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously performed by said Committee.

10. The owner of each lot is hereby permitted to keep on any lot dogs, cats and similar domestic animals in reasonable numbers as household pets. Furthermore, the owner of each lot may keep and maintain thereon horses, cows, donkeys or similar animals not exceeding two (2) in number per lot for non-commercial purposes. However, no swine, goats or other animals of similar breed, characteristics or odor shall be permitted to be kept on any lot. Likewise, no chickens, ducks, geese or other such fowls shall be permitted to be kept on any lot except that fowl which may be maintained in limited numbers not in excess of ten (10) for non-commercial purposes.

The covenants and restrictions hereinabove set forth are to run with the land and shall be binding upon all parties and persons claiming under them until January 1, 1995, at which time these covenants and restrictions shall automatically cease and terminate unless a majority of the then owners of the lots shown on the aforementioned Plat shall agree in writing to extend the same for an additional period of ten (10) years.

If the undersigned, its successors and assigns, should violate any of the restrictions hereinabove set forth, it shall be lawful for any person or persons owning any real estate situate in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of such covenants and restrictions, and either to prevent him or them from doing so or to recover damages for such violation. Invalidation of any one of these covenants or restrictions by judgment of any court of competent jurisdiction shall in no way affect the remaining provisions which shall remain in full force and effect.