



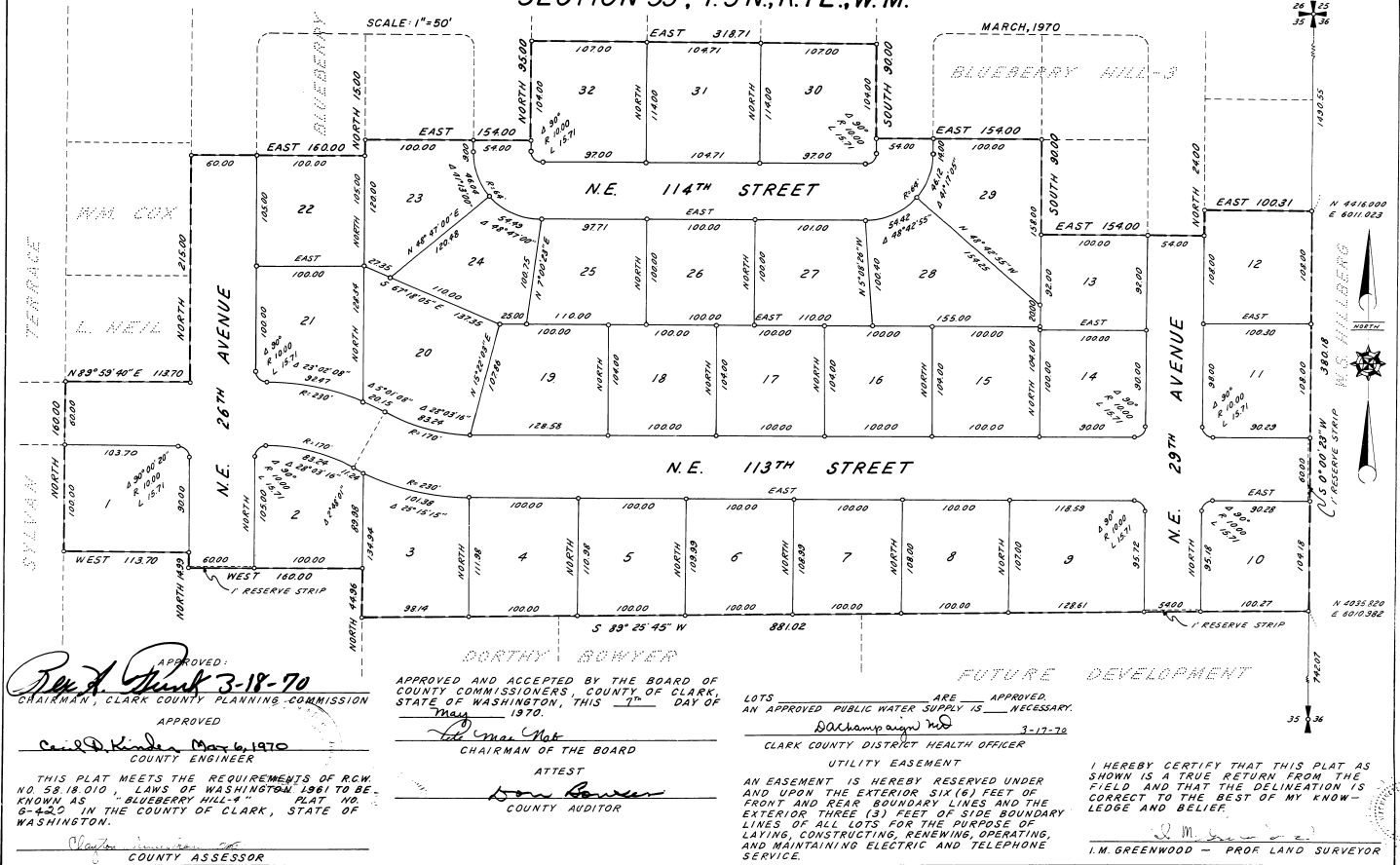
Covenants, Conditions & Restrictions

We believe these are the correct conditions and restrictions.

However, no examination of the title has been made and WFG National Title assumes no liability for any additions, deletions or corrections.

BLUEBERRY HILL-4

BEING A SUBDIVISION OF A PORTION OF SECTION 35, T.3 N., R.1 E., W.M.



APPROVED:
Paul J. Shank 3-18-70
 CHAIRMAN, CLARK COUNTY PLANNING COMMISSION

APPROVED
Carl D. Kinder March 6, 1970
 COUNTY ENGINEER

THIS PLAT MEETS THE REQUIREMENTS OF RCW NO. 58.18.010, LAWS OF WASHINGTON 1961 TO BE KNOWN AS "BLUEBERRY HILL-4" PLAT NO. 6-420 IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

Clayton
 COUNTY ASSESSOR

DORTHY BOWYER
 APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF CLARK, STATE OF WASHINGTON, THIS 7th DAY OF MARCH 1970.

D. M. Stok
 CHAIRMAN OF THE BOARD

ATTEST
Don Bowen
 COUNTY AUDITOR

FUTURE DEVELOPMENT

LOTS _____ ARE _____ APPROVED.
 AN APPROVED PUBLIC WATER SUPPLY IS _____ NECESSARY.

Don Chapman
 CLARK COUNTY DISTRICT HEALTH OFFICER

UTILITY EASEMENT

AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET OF FRONT AND REAR BOUNDARY LINES AND THE EXTERIOR THREE (3) FEET OF SIDE BOUNDARY LINES OF ALL LOTS FOR THE PURPOSE OF LAYING, CONSTRUCTING, RENEWING, OPERATING, AND MAINTAINING ELECTRIC AND TELEPHONE SERVICE.

I HEREBY CERTIFY THAT THIS PLAT AS SHOWN IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I.M. Greenwood
 I.M. GREENWOOD - PROF. LAND SURVEYOR

The following reservations, conditions, agreements, covenants and restrictions shall run with the land, shall be binding upon and enure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of 10 years, unless an instrument signed by a majority of the then owners of the lots within such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part; EXCEPT, however, in the event that it appears to the advantage of this platted subdivision that these restrictions should be modified, then, and in that event, any modification desired may be made by affirmative vote of 80% of the then owners of lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 of the following:

1. LAND USE AND BUILDING TYPE: No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and private garage for not more than 3 cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private green-house, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or a camping trailer kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such lot. PROVIDED, HOWEVER, that multi-unit dwellings shall be permitted on any lot or combination of Lots, in the event they shall be zoned for such use by the appropriate governmental unit.
2. DWELLING SIZE: The main floor area of the dwelling structure, exclusive of basements, open or screen porches and attached garages, shall be not less than 1400 square feet for a one story dwelling, nor less than 1400 square feet for a dwelling of more than one story. Split level dwelling shall contain a minimum floor area of 2000 square feet, with all levels exclusive of garage area within the dwelling unit, included in computation of footage for such split level dwellings. For the purpose of interpretation of this paragraph, those dwellings with daylight basements shall be classified as single story, with the basement area excluded from computation of footage.
3. BUILDING LOCATION: No building shall be located on any lot with respect to setback from front, side and rear lot lines, except in conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.
4. COMPLETION: Construction of any dwelling shall be completed including exterior decoration, within 6 months from the date of the start of such construction. All Lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.
5. FENCES: No fence, except a wooden or ornamental iron fence not over 3 feet in height, shall be permitted to extend nearer to any street than the minimum building setback line.
6. EASEMENTS: Easements for the installation of utilities and drainage facilities and reserved as shown on the official plat recorded herewith. The area included in said easements shall be maintained in as attractive and well kept condition as the remainder of the lot.

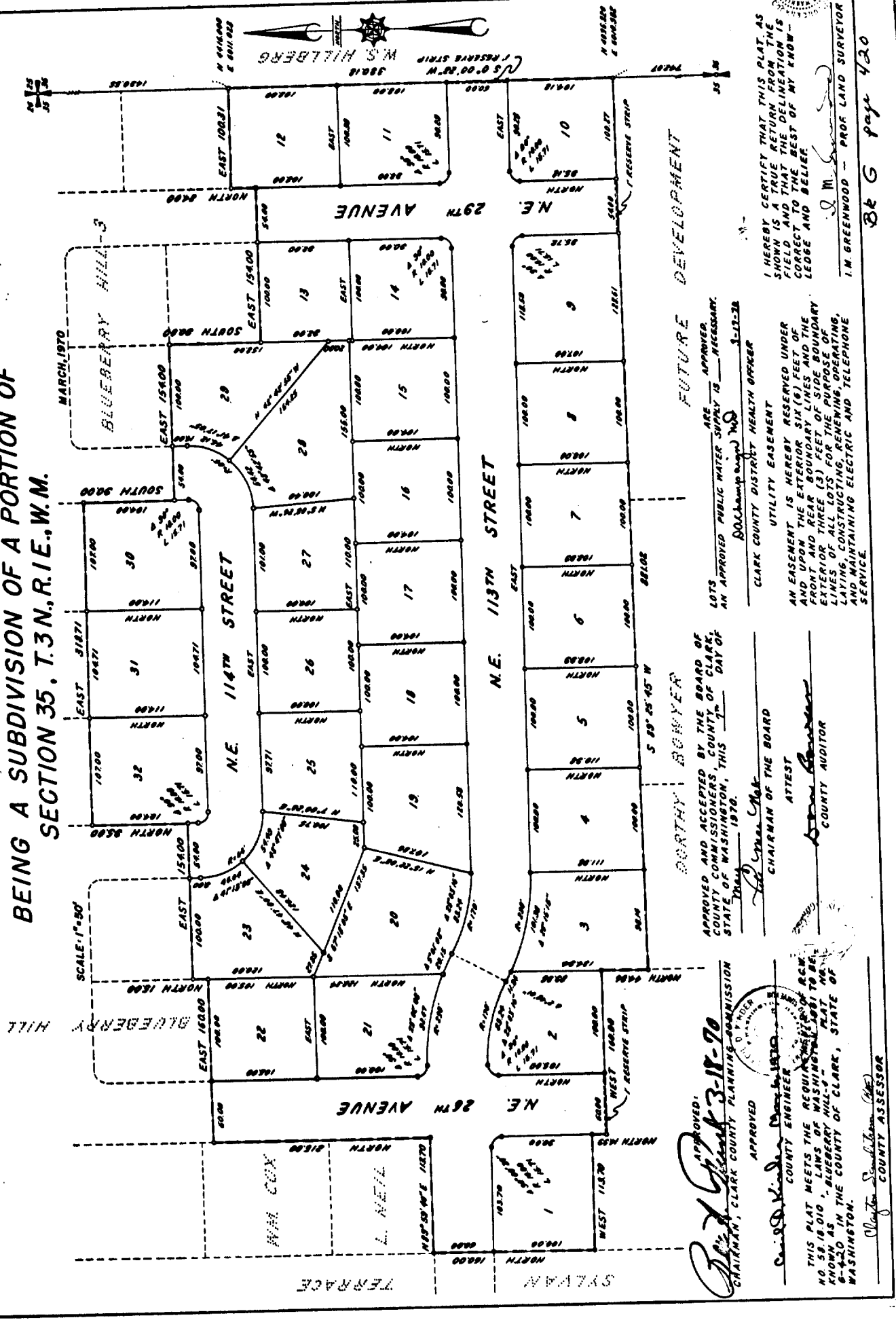
7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. SIGNS: No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than 1 square foot, one sign not larger than 18x24 inches advertising the property for sale or rent, or signs used by the developers or a builder to advertise the property for during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.
10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary condition.
11. EXISTING STRUCTURES: No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.
12. 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.
13. UTILITIES: Any dwelling constructed on any lot within said plat shall take electric service only through underground service wires, or cable rated not less than 200 amps, and equipped with a service entrance panel of not less than 200 amp capacity and an approved type meter socket connected to a rigid metallic conduit of not less than 2 inch diameter extending from the meter to not less than 18 inches below the finished ground surface, all except underground service wires to be installed and maintained at the expense of the builder or owner of said dwelling in conformity with applicable codes and regulations; further, any dwelling so constructed shall constitute a "total electric dwelling", designed, constructed and equipped for the use of electric power for all energy required for lighting, cooking, appliances, hot water, heating, air-conditioning and space heating to the exclusion of fossil or other type of fuels, except in wood burning fireplaces. Provision is herein imposed, however, that in the event of variance from "total electric" use, the owner of the subject lot at the date of commencement of construction shall pay the sum of \$100 in cash to the developers or their successors in interest, as reimbursement to them for an incurred obligation to Public Utility District No. 1 of Clark County.
14. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that not more than 2 dogs, 2 cats or other usual small household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

ENFORCEMENT: The failure on the part of any of said parties affected by these restrictions, at any time to enforce any of the provisions hereof, shall in no event be deemed a waiver thereof, or any thereof, or of any existing violation thereof; nor shall the invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit or action be reduced to decree or not, the party instituting such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.

BLUEBERRY HILL-4

BEING A SUBDIVISION OF A PORTION OF
SECTION 35, T.3N., R.1E., W.M.



APPROVED: *[Signature]*
COUNTY ENGINEER
CLARK COUNTY PLANNING COMMISSION
CHAIRMAN, CLARK COUNTY PLANNING COMMISSION

APPROVED: *[Signature]*
COUNTY ENGINEER
NO. 58,18,010 LAWS OF WASHINGTON, 1961 TO BE KNOWN AS "BLUEBERRY HILL-4" PLAT NO. 8-420 IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

CLARK COUNTY DISTRICT HEALTH OFFICER
UTILITY EASEMENT
AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET OF THE FRONT AND REAR BOUNDARY LINES AND THE EXTERIOR THREE (3) FEET OF SIDING OF LINES OF ALL LOTS FOR THE PURPOSE OF LAYING, CONSTRUCTING, REPAIRING, OPERATING AND MAINTAINING ELECTRIC AND TELEPHONE SERVICE.

APPROVED: *[Signature]*
CHAIRMAN OF THE BOARD
COUNTY AUDITOR

APPROVED: *[Signature]*
COUNTY ASSESSOR

APPROVED: *[Signature]*
COUNTY ENGINEER
AN APPROVED PUBLIC WATER SUPPLY IS NECESSARY.
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CLARK COUNTY DISTRICT HEALTH OFFICER
UTILITY EASEMENT
AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR SIX (6) FEET OF THE FRONT AND REAR BOUNDARY LINES AND THE EXTERIOR THREE (3) FEET OF SIDING OF LINES OF ALL LOTS FOR THE PURPOSE OF LAYING, CONSTRUCTING, REPAIRING, OPERATING AND MAINTAINING ELECTRIC AND TELEPHONE SERVICE.

FUTURE DEVELOPMENT

I HEREBY CERTIFY THAT THIS PLAT AS SHOWN IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

[Signature]
I.M. GREENWOOD - PROF. LAND SURVEYOR

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page 420

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BLUEBERRY HILL-4

DESCRIPTION

The following described real peoperty in the County of Clark, State of Washington, to-wit:

Part of the Northeast quarter of Section 35, Township 3 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning on the East line of said Northeast quarter at a point which bears South 0°00'23" West 1,490.55 feet from the Northeast corner thereof and being the Southeast corner of Lot 1 of BLUEBERRY HILL-3, according to the plat thereof, recorded in Book "G" of Plats, at page 389, records of said county; thence South 0°00'23" West along the East line of said Northeast quarter, 380.18 feet to a point which bears North 0°00'23" East 742.07 feet from the quarter corner on the East line of said section; thence South 89°25'45" West 881.02 feet; thence North 44.96 feet; thence West 160.00 feet to the West line of a tract conveyed for road purposes by deed recorded under Auditor's File No. G 310332; thence North 14.91 feet; thence West 113.70 feet to the East line of SYLVAN TERRACE, according to the plat thereof, recorded in Book "G" of Plats, at page 404, records of said county; thence North 160.00 feet to the Southwest corner of the tract conveyed to Lowell W. Neil, by deed recorded under Auditor's File No. G 332552; thence North 89°59'40" East along the South line of said tract 113.85 feet to the West line of said tract conveyed for road purposes; thence North along said West line, 215.00 feet to the South line of N. E. 26th Avenue, according to the plat BLUEBERRY HILL, according to the plat thereof, recorded in Book "G" of Plats, at page 309, records of said county; thence East 160.00 feet to the Southeast corner of Lot 1 of said subdivision; thence North 15.00 feet to Southwest corner of Lot 14 of BLUEBERRY HILL-3, according to the plat thereof, recorded in Book "G" of Plats, at page 389, records of said county; thence tracing the boundary of said subdivision as follows: East 154.00 feet, North 95.00 feet, East 318.71 feet, South 90.00 feet, East 154.00 feet, South 90.00 feet, East 154.00 feet, North 24.00 feet, and East 100.31 feet to the Southeast corner of Lot 1 of said subdivision and the point of beginning.

EXCEPTING therefrom, those certain one-foot Reserve Strips as shown on the official plat recorded herewith, being the South one foot of N. E. 26th Avenue, the South one foot of N. E. 29th Avenue and the East one foot of N. E. 113th Street.

DEDICATION

We, the undersigned owners of the above described real estate, do hereby lay out and plat the same into street and lots, as shown upon the accompanying plat; said plat to be known as

BLUEBERRY HILL-4

according to the recorded plat thereof, in Clark County, Washington and we hereby dedicate the said streets to the public use forever, but subject to easements for utulities and drainage as set forth on the plat, and subject to the conditions and restrictions, a copy of which is attached hereto and by reference made a part hereof.

Dated this 11th day of May 1970.

(continued on page 2)

BV95694

(BLUEBERRY HILL-4 Dedication continued)

SEATTLE-FIRST NATIONAL BANK,
a National Banking Association,
as trustee under the Will of
Rudolph J. Boehmer, deceased
and as trustee under agreement
with JoAnne N. Boehmer.

BY [Signature]
Vice-President
By [Signature]
Trust Officer

Robert Gilbert
Robert Gilbert
[Signature]
Grace Gilbert
[Signature]
Jack L. Hall
Virginia L. Hall
Virginia L. Hall
[Signature]
Dan Golden
Melva Golden
Melva Golden
Morris Wolff
Morris Wolff
Sophie Wolff
Sophie Wolff

STATE OF WASHINGTON)
County of Clark) ss.

On this 11th day of May 1970, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J.E. AUSTELL and E.R. GRAVA to me known to be the Vice President and Trust Officer, respectively, of

SEATTLE-FIRST NATIONAL BANK, a National Banking Association, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal this 11th day of 1970.

[Signature]
Notary Public in and for the State of Washington, residing at Vancouver.

STATE OF WASHINGTON)
County of Clark)

On this day personally appeared before me ROBERT GILBERT and GRACE GILBERT, husband and wife, DAN GOLDEN and MELVA GOLDEN, husband and wife, JACK L. HALL and VIRGINIA L. HALL, husband and wife, and MORRIS WOLFF and SOPHIE WOLFF, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of May 1970.

[Signature]
Notary Public in and for the State of Washington, residing at Vancouver.

110 East 13th Street Vancouver, Washington 98660
Vancouver 695-1301 (Portland) 285-0655



Transamerica Title Insurance Co

CERTIFICATE FOR PLATTING

This is to certify that in connection with the recordation of the plat and dedication of

"BLUEBERRY HILL-4"

the following list comprises all necessary parties signatory thereto:

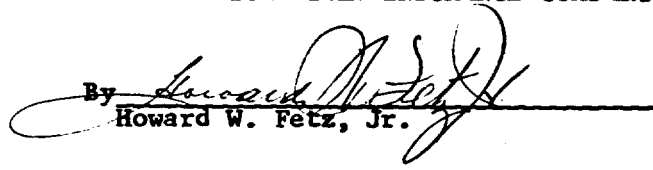
ROBERT GILBERT and GRACE GILBERT, husband and wife; DAN GOLDEN and MELVA GOLDEN, husband and wife; MORRIS WOLF and SOPHIE WOLF, husband and wife; JACK HALL and VIRGINIA L. HALL, husband and wife; SEATTLE-FIRST NATIONAL BANK, as Trustees under the will of Rudolph J. Boehmer, deceased and as Trustee under Agreement with JoAnna N. Boehmer.

This company further certifies that the taxes levied thereon have been fully paid up to and including the year 1970.

This certificate does not purport to reflect a full report on condition of title, nor nature and extent of interest vested in each of the parties enumerated above, and shall have no force and effect except in fulfilling the purposes for which it was requested.

DATED this 21st day of May, 1970 at 8:00 A.M.

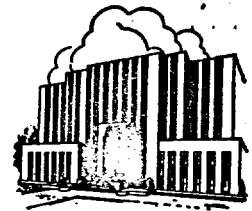
TRANSAMERICA TITLE INSURANCE COMPANY

By 
Howard W. Fetz, Jr.

TELEPHONE 694-1581

DOROTHY CARLSON
COUNTY TREASURER
CLARK COUNTY, WASHINGTON
COURT HOUSE
VANCOUVER, WASHINGTON 98660

May 22, 1970



TO WHOM IT MAY CONCERN:

This is to certify that the 1970 and all prior years taxes have been paid in full on the property assessed to Seattle 1st National Bank, Trustee, Robert Gilbert, et al cont. 1019 Main St., Vancouver, Washington and described as Assessor's #135 of Section 35 Township 3N Range 1 EWM and being platted as "Blueberry Hill-4"

Dorothy Carlson
Clark County Treasurer

By *M. Shaw*

FILED FOR RECORD
CLARK CO. WASH.
TRANSAMERICA TITLE INS. CO.
MAY 22 3 01 PM '70
AUDITOR DON BONKER

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DECLARATION OF COVENANTS AND RESTRICTIONS OF "BLUEBERRY HILL-4"

The following reservations, conditions, agreements, covenants and restriction shall run with the land, shall be binding upon and enure to the benefit of all parties hereto, their successors and assigns and all persons claiming upon them and shall be a part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots within such platted area has been recorded, agreeing to change said covenants and restrictions in whole or in part; EXCEPT, however, in the event that it appears to the advantage of this platted subdivision that these restrictions should be modified, then and in that event, any modification desired may be made by affirmative vote of 80% of the then owners of lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however, that such modification or waiver shall not affect the provisions of Paragraph No. 1 of the following.

1. LAND USE AND BUILDING TYPE. No lot shall be re-subdivided into separate building sites. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and private garage for not more than three cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private greenhouse, private swimming pool, or a shelter or port for the protection of such swimming pool, or for the storage of a boat and/or a camping trailer kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such lot. PROVIDED HOWEVER, that multi-unit dwellings shall be permitted on any lot or combination of lots, in the event they shall be zoned for such use by the appropriate governmental unit.

2. DWELLING SIZE. The main floor area of the dwelling structure, exclusive of basements, open or screened porches and attached garages, shall be not less than 1400 square feet for a one story dwelling, nor less than 1400 square feet for a dwelling of more than one story. Split level dwelling shall contain a minimum floor area of 2000 square feet, with all levels exclusive of garage area within the dwelling unit, included in computation of footage for such split level dwellings. For the purpose of interpretation of this paragraph, those dwellings with daylight basements shall be classified as single story, with the basement area excluded from computation of footage.

"Blueberry Hill"- *

3. BUILDING LOCATION. No building shall be located on any lot with respect to set-back from front, side and rear lot lines, except in conformity with the planning regulations and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.
4. COMPLETION. Construction of any dwelling shall be completed including exterior decoration, within 6 months from date of the start of such construction. All lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut or mowed at sufficient intervals to prevent creation of a nuisance or fire hazard.
5. FENCES. No fence, except a wooden or ornamental iron fence not over 3 feet in height, shall be permitted to extend nearer to any street than the minimum building set-back line.
6. EASEMENTS. Easements for the installation of utilities and drainage facilities and reserved as shown on the official plat recorded herewith. The area included in said easements shall be maintained in as attractive and well kept condition as the remainder of the lot.
7. 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.
8. TEMPORARY STRUCTURES. No structure 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.
9. SIGNS. No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot, one sign not larger than 18 by 24 inches, advertising the property for sale or rent, or signs used by the developers or a builder to advertise the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.
10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection and removal. All incinerators or other equipment for the temporary storage or disposal of such material shall be kept in a clean and sanitary condition.

Blueberry Hill - 4

11. EXISTING STRUCTURES. No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.

12. 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.

13. UTILITIES. Any dwelling constructed on any lot within said plat shall take electric service only through underground service wires, or cable rated not less than 200 amps, and equipped with a service entrance panel of not less than 200 amp capacity and an approved type meter socket connected to a rigid metallic conduit of not less than two inch diameter extending from the meter to not less than eighteen inches below the finished ground surface, all except underground service wires to be installed and maintained at the expense of the builder or owner of said dwelling in conformity with applicable codes and regulation; further, any dwelling so constructed shall constitute a "total electric dwelling", designed, constructed and equipped for the use of electric power for all energy required for lighting, cooking, appliances, hot water, heating, air-conditioning and space heating to the exclusion of fossil or other type of fuels, except in wood burning fireplaces. Provision is herein imposed, however, that in the event of variance from "total electric" use, the owner of the subject lot at the date of commencement of construction shall pay the sum of \$100 in cash to the developers or their successors in interest, as reimbursement to them for an incurred obligation to Public Utility District No. 1 of Clark County.

14. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that not more than 2 dogs, 2 cats, or other usual small household pets may be kept, provided that they are kept, bred or maintained for any commercial purpose, and provided that they are not permitted to cause damage, constitute a nuisance or run at large in the neighborhood.

ENFORCEMENT. The failure on the part of any of said parties affected by these restrictions, at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, or any thereof, or of any existing violation thereof; nor shall the invalidation of any of said reservations, conditions, agreements,

"Blueberry Hill"- 4

covenants and restrictions by judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit or action be reduced to decree or not, the party instituting such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suit or action, in addition to statutory costs and disbursements.

* * * *