When recorded mail to:
Oakbrook Subdivision
5180 East 145 North
Rigby, Idaho 83442

Instrument # 299717
REXBURG, MADISON, IDAHO
2002-11-21 02:05:00 No. of Pages: 3
Recorded for : JAY JENKS
MARILYN R. RASMUSSEN Fee: 9.00
Ex-Officio Recorder Deputy

OAKBROOK SUBDIVISION
Restrictive Covenants

PART A: Preamble

KNOWN ALL MEN BY THESE PRESENT:

THAT, WHEREAS, Oakbrook Subdivision, being the owner of the following described real property located in Rexburg City, Madison County, State of Idaho, to wit:

SEE ATTACHED EXHIBIT "A"

Do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B: RESIDENTIAL AREA COVENANTS

1. Land use and building type

   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 not to exceed two stories in height. All construction to be of new materials, except that it be approved by Oakbrook Subdivision ownership.

2. Dwelling Quality and Size

   All building specifications as required by Rexburg City must be complied with. Exterior materials must include stone, masonry, stucco, or siding, and Oakbrook Subdivision ownership shall approve other materials in writing.

3. Landscaping

   The yard is to be landscaped within one year after closing and must be in accordance with any additional Rexburg City regulations. A minimum of grass will be allowed. Trees, flower gardens, and shrubs are also highly recommended; as they add value to your home and neighborhood.

   No "fixer-upper" junk cars, or junk piles are allowed in the front, rear or side yards.

4. Oakbrook Subdivision ownership must approve all home plans to be placed on any of the lots in the Oakbrook Subdivision.

5. Fencing

If and when a fence is to be put in, it shall be a white vinyl fence. Only white vinyl fencing will be allowed around any lot unless prior written approval is obtained from Oakbrook Subdivision ownership. *Privacy Link White Vinyl Rolled Fence* as an approved vinyl fence that may be installed.

1. 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 twenty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

2. Enforcement

Enforcement shall be proceeding 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.

3. Severability

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

Troy Kartchner

Oakbrook Subdivision
BY: Troy Kartchner: President of Continental Construction Inc. a Utah Corporation

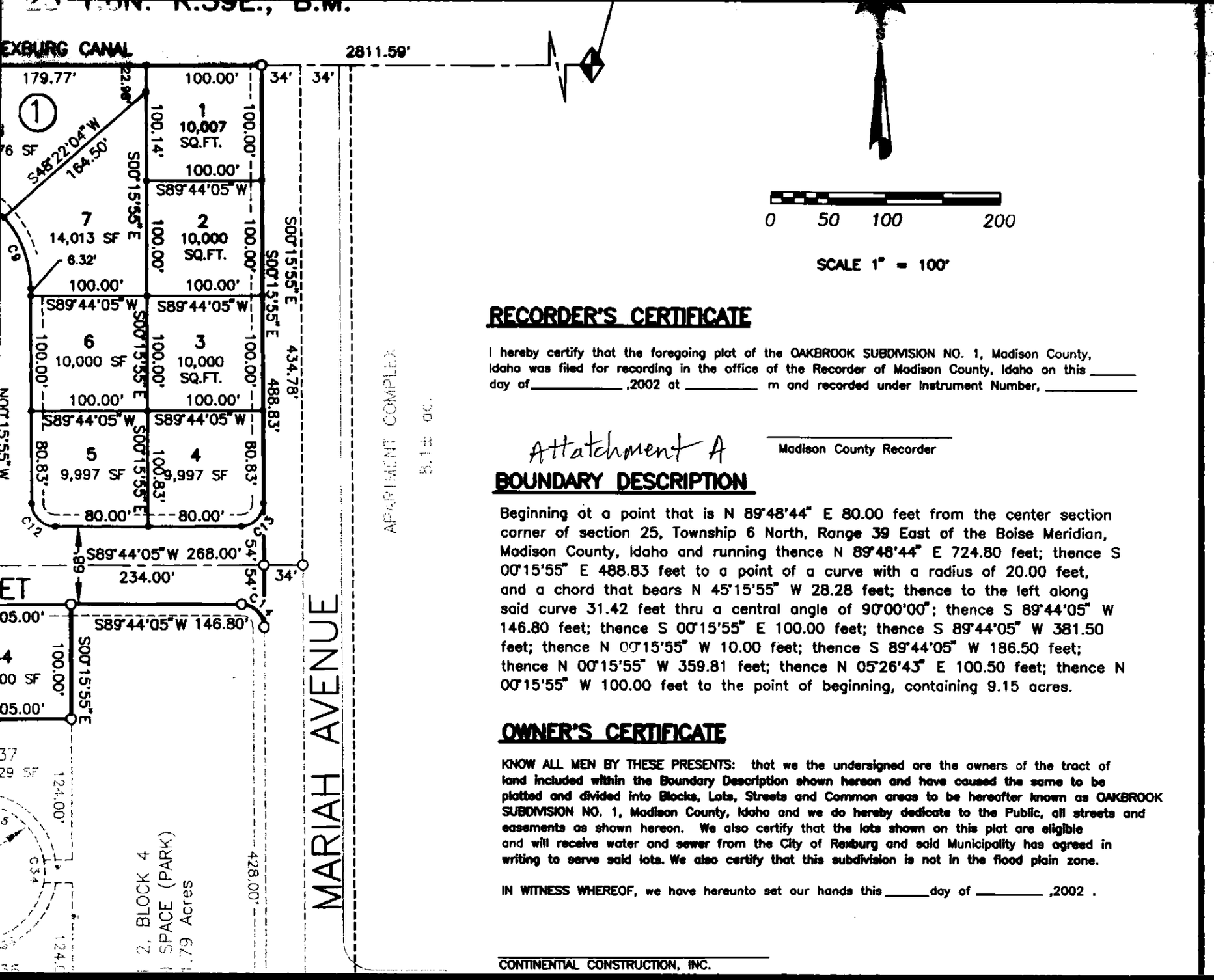
State of ~~Idaho~~ Utah
County of ~~Madison~~ Cache

On the 16th of October 2002 personally appeared before me, Troy Kartchner, who being by me duly sworn did say that he, the said Troy Kartchner is a OWNER of OAKBROOK SUBDIVISION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Troy Kartchner duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Notary Public
JAMES S. HICKMAN
112 North Main
Logan, Utah 84321
My Commission Expires
September 24, 2005
State of Utah

James S. Hickman

Notary Public



RECORDER'S CERTIFICATE

I hereby certify that the foregoing plat of the OAKBROOK SUBDIVISION NO. 1, Madison County, Idaho was filed for recording in the office of the Recorder of Madison County, Idaho on this _____ day of _____ ,2002 at _____ m and recorded under Instrument Number, _____

Attatchment A

_____
Madison County Recorder

BOUNDARY DESCRIPTION

Beginning at a point that is N 89°48'44" E 80.00 feet from the center section corner of section 25, Township 6 North, Range 39 East of the Boise Meridian, Madison County, Idaho and running thence N 89°48'44" E 724.80 feet; thence S 00°15'55" E 488.83 feet to a point of a curve with a radius of 20.00 feet, and a chord that bears N 45°15'55" W 28.28 feet; thence to the left along said curve 31.42 feet thru a central angle of 90°00'00"; thence S 89°44'05" W 146.80 feet; thence S 00°15'55" E 100.00 feet; thence S 89°44'05" W 381.50 feet; thence N 00°15'55" W 10.00 feet; thence S 89°44'05" W 186.50 feet; thence N 00°15'55" W 359.81 feet; thence N 05°26'43" E 100.50 feet; thence N 00°15'55" W 100.00 feet to the point of beginning, containing 9.15 acres.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: that we the undersigned are the owners of the tract of land included within the Boundary Description shown hereon and have caused the same to be platted and divided into Blocks, Lots, Streets and Common areas to be hereafter known as OAKBROOK SUBDIVISION NO. 1, Madison County, Idaho and we do hereby dedicate to the Public, all streets and easements as shown hereon. We also certify that the lots shown on this plat are eligible and will receive water and sewer from the City of Rexburg and said Municipality has agreed in writing to serve said lots. We also certify that this subdivision is not in the flood plain zone.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____ ,2002 .

_____
CONTINENTIAL CONSTRUCTION, INC.