

EXHIBIT 1

McKenzie Family Partnership III Protective Covenants

1. Single-family Dwelling. No mobile homes or house trailers shall be permitted on said property. All lots or parcels to which these restrictions are applicable shall be used for single-family residence purposes only. Commercial occupancies are prohibited.
2. Occupancy. Before any lot may be occupied, the improvements constructed or to be constructed thereon must be completely finished on the exterior. All exposed concrete block surfaces must be covered in a veneer. This excludes face or split face block used for foundations and/or retaining walls. These such building materials must be colored in an earth tone.
3. No Refuse, Animals Restricted. No tract or parcel of land shall be used as a dumping ground for rubbish, trash or garbage. The keeping and breeding of livestock for subsequent sale is permitted except that any such use shall not result in a nuisance to neighbors and shall not require high traffic to and from any particular lot or tract. Street signs advertising such livestock for sale are prohibited. Nuisance occupancies specifically prohibited include chicken houses, hog or pork farms and dog kennels with a capacity of more than four (4) animals. All such animals and pets must be restricted to range within the boundaries of the owners, or their assigns, lot(s) or tract(s). No more than one (1) large animal per acre of improved and maintained pastureland contained on any tract or lot shall be kept thereon (for purposes of these Covenants the term "one large animal" shall include one mare with standing colt, one cow with standing calf, etc.) All pastureland filling the requirements of this paragraph shall be maintained so as to provide adequate grass and forage for the care of such large animals contained thereon.
4. Noise and Odors. No offensive activities shall be carried on upon any of the properties which shall create an annoyance or unusual noise or odors for a residential neighborhood.
5. Property Maintenance Requirements. The grounds of each lot (whether vacant or occupied) shall be maintained in a neat and attractive condition.
6. Enforcement/Legal Proceeding/Liquidated Damages. Any violation of any of the covenants herein set forth by a person, firm or corporation obligated to comply with the same, in such event, any person entitled to protection under these covenants may proceed at law or in equity or in any court, either civil or criminal, to prevent a reoccurrence of said violation or to recover damages for such violation. Any owner violating this covenant, or permitting the covenant to be violated by a person occupying his or her premises, agrees to liquidated damages not to exceed \$50.00 per day for each violation. It

is agreed that the damages shall be recoverable for each calendar day the violation continues. The recovery may be made by any owner of any lot or parcel subject to these covenants, except the violator shall not be required to pay damages to more than one person, plaintiff or complainant. Court costs and attorney's fees shall be payable to the prevailing party by the non-prevailing party in any such court action.

7. Invalidation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by the undersigned in deeds of conveyance and provided above, and the undersigned shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.
8. No Waiver. The failure of any owner of any lot or parcel subject to these covenants to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be constructed as a waiver or a relinquishment in the future of the enforcement of any such term, covenant, condition, provisions or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision, or agreement shall not be deemed a waiver of such breach, and no waiver by any owner of any lot or parcel subject to these covenants of any covenants, condition, provision or agreement shall be deemed to have been made unless expressed in writing by such owner or its designee.
9. Vehicles. The term "vehicles" as used in this provision shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans, automobiles, tractors and farm equipment. All vehicles shall be parked within garages, driveways or other graveled parking areas located on a lot. Parking in pastures or woodlands is prohibited. After a thirty (30) day period, any inoperable vehicle that is not parked in a garage or enclosed permanent structure shall be considered a nuisance and may be removed from the subdivision. Vehicles parked in violation of this provision shall be considered a nuisance and may be removed from the subdivision. Junk cars and vehicles stored on any tract or lot for parts salvage are specifically prohibited.

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