

When Recorded, Return to:
East Bench Overlook, LLC
Attn: [REDACTED]
[REDACTED]
Red Lodge, Montana 59068

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS
FOR
EAST BENCH OVERLOOK SUBDIVISION**

This Declaration of Covenants, Conditions, Restrictions, and Easements for East Bench Overlook Subdivision (this “**Declaration**”) is made this ____ day of June 2026 (the “**Effective Date**”), by East Bench Overlook, LLC, a Montana limited liability company (the “**Declarant**”).

RECITALS

A. Declarant is the owner of certain Land in Carbon County, Montana legally described in Exhibit A attached hereto (as more specifically defined herein, the “**Property**”), which has been or will be developed as two adjacent residential subdivisions known as “Graham Subdivision South” (the “**South Subdivision**”) and “Graham Subdivision North” (the “**North Subdivision**”). The South Subdivision and North Subdivision are referred to together as the “**Subdivision**”.

B. The provisions of this Declaration shall apply equally to the development and ongoing operation, maintenance, and management of the Subdivision in its entirety, provided that certain provisions may apply only to the South Subdivision until the North Subdivision has received final plat approval.

C. The South Subdivision has received final plat approval pursuant to that certain Plat No. 2557 for Graham Subdivision South, recorded as Doc. 405623 on November 3, 2025 in the office of the Carbon County Clerk & Recorder (the “**South Plat**”).

D. To satisfy a condition of the South Plat approval, and to promote, preserve, and enhance the value, desirability, and attractiveness of the Subdivision, Declarant desires to establish certain covenants, conditions, and restrictions for the common benefit and enjoyment of the Owners of the individual lots within the Subdivision (each, a “**Lot**” and collectively, the “**Lots**”).

E. Declarant has separately executed and recorded that certain Road Declaration, which establishes easements, maintenance obligations, and cost-sharing arrangements for the shared private road serving the Lots. The Road Declaration is incorporated herein by reference, and all Lots shall be subject to and bound by the terms thereof.

F. Declarant desires that the Subdivision be developed and maintained exclusively for residential purposes and in a manner that preserves the rural residential character of the area, without the establishment of a homeowners' association or architectural review board, and instead through restrictive covenants that are enforceable directly by any Owner.

NOW, THEREFORE, Declarant hereby declares that the Land, including all Lots thereon, shall be owned, transferred, held, sold, conveyed and accepted subject to the following provisions of this Declaration, which shall be deemed to be covenants, conditions, restrictions, and easements running with the Land and which shall be binding upon and inure to the benefit of all Owners, mortgagees and any other Persons from time to time having or acquiring any right, title or interest in the Property, or any portion thereof, or any Lot.

Article 1 **Incorporation**

The foregoing Recitals and all exhibits attached to this Declaration are incorporated into and made part of this Declaration as if fully set forth in this Article 1.

Article 2 **Definitions**

Capitalized terms shall be defined as set forth below:

2.1 Declarant. East Bench Overlook, LLC, a Montana limited liability company, and its successors and assigns.

2.2 Declarant Control Period. That period of time until the earlier of: (a) three (3) years after Declarant no longer owns any Lot, and (b) more than 75% of the Lots have been issued a certificate of occupancy for the residence built thereon.

2.3 Declaration. This Declaration of Covenants, Conditions, Restrictions, and Easements for East Bench Overlook Subdivision, as may be amended from time to time.

2.4 Effective Date. The date this Declaration of Covenants, Conditions, Restrictions, and Easements for East Bench Overlook Subdivision is recorded with the Clerk & Recorder for Carbon County, Montana.

2.5 Improvement. Any and all improvements to the Land of every kind and type, including, but not limited to, all buildings and Lots and appurtenant improvements, all facilities, and all streets, roads, alleys, walkways, sidewalks, driveways, parking areas, fences, and landscaping.

2.6 Land. The real property described in Exhibit A, attached hereto, excluding all Improvements thereto.

2.7 Lot. Any portion of the Property, whether improved or unimproved, which may be independently owned. The term shall refer to the Land, if any, which is part of the Lot as well as any Improvements thereon. In the case of vacant Land or Land on which Improvements are under

construction, the Lot shall be deemed to be a single Lot until such time as a recorded plat subdivides or otherwise plats all or a portion of the Land into two or more Lots.

2.8 Majority. The number of Owners of Lots that are no longer owned by Declarant that constitutes more than 50% of ownership.

2.9 Management Committee. A committee comprised of three or five Owners created by the approval of a Majority after the expiration of the Declarant Control Period, which is granted certain rights related to governance, management, approval, decision making, and/or dispute resolution on behalf of the Owners. Any time this Declaration calls for the action of the Majority, such action can be delegated to a Management Committee, if one has been created. The Management Committee shall require an affirmative vote to retain or appoint new committee members not less than every two (2) years.

2.10 Outbuilding. An accessory structure that is detached from the Primary Dwelling, including, but not limited to, garages, barns, workshops, storage buildings, greenhouses, guest houses, and similar structures that are customarily incidental to and subordinate to the primary residential use of a Lot. An Outbuilding shall be used solely for purposes accessory to the residential use of the Lot, and no Outbuilding shall serve as a Primary Dwelling except as expressly permitted herein.

2.11 Owner. One or more Persons who hold record title to any Lot. The term Owner shall not include a Person holding an interest in a Lot merely as security for the performance of an obligation. Where this Declaration imposes responsibility for conduct of an Owner and where otherwise appropriate given the context, the term Owner shall include such Owner's heirs, successors, assigns, occupants, tenants, guests, contractors, invitees, and licensees. Where this Declaration requires or allows for the vote of an Owner, the participating or eligible Owners shall not include the Declarant.

2.12 Person. A natural person, a corporation, a partnership, a trustee, or any other legal entity, whether or not a party to this Declaration.

2.13 Primary Dwelling. The principal residential structure constructed on a Lot intended to serve as the primary residence on that Lot.

2.14 Property. The Land and all Improvements.

2.15 Road. The shared private road traversing the Subdivision as described and depicted in the Road Declaration.

2.16 Road Declaration. That certain Declaration of Covenants for Road Maintenance and Shared Use executed by Declarant and recorded, in the records of Carbon County, Montana, as Doc. 405625 on November 3, 2025, which establishes easements, obligations, and cost-sharing arrangements for the Road, and which is incorporated herein by reference.

Article 3

Term, Binding Nature

3.1 Term. This Declaration shall run with and bind the Property and all Lots and shall inure to the benefit of and be enforceable by Declarant, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the records of Carbon County, Montana. After such time, this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, executed and acknowledged by a Majority, has been recorded agreeing to terminate this Declaration, in which case this Declaration shall be terminated as specified therein. A Management Committee cannot effectuate the termination of this Declaration; after the Declarant Control Period, termination requires the affirmative vote of an actual Majority of the Owners.

3.2 Binding Nature. This Declaration shall be binding upon all Persons who acquire any interest in the Property, including, but not limited to, purchasers, lessees, mortgagees, and all other transferees, whether by voluntary or involuntary transfer, by operation of law, or otherwise. Acceptance of a deed or other instrument of conveyance for a Lot shall constitute acceptance of and agreement to be bound by all of the terms, covenants, and restrictions of this Declaration, whether or not expressly referenced in such deed or instrument.

3.3 No Homeowners' Association. This Declaration does not create a homeowners' association, property owners' association, architectural review board, or any other governing body or entity. The covenants, conditions, and restrictions set forth herein are intended to be self-enforcing and enforceable directly by any Owner as provided in Article 11.

Article 4

Phasing of the Project

4.1 Phasing. The project may be developed in phases, as noted in the plat, and any amendments thereto.

Article 5

Use Restrictions

5.1 Residential Use Only. Each Lot shall be used exclusively for single-family residential purposes. No Lot, or any portion thereof, shall be used for any commercial, industrial, or business purpose, including but not limited to retail sales, manufacturing, warehousing, or any activity that generates regular customer or client traffic to the Lot. For purposes of this Section, "commercial" shall mean any activity conducted primarily for profit that is not customarily incidental to residential use. The following shall not be considered commercial use: (a) a home office used by a resident for remote or professional work that does not generate on-site customer traffic; (b) agricultural use of the land consistent with its rural character, subject to the animal and livestock provisions in Section 10.2; and (c) short-term rental of the primary residence, provided such use complies with all applicable Carbon County regulations. The prohibitions on commercial and business activity described in this subsection do not apply to the Declarant during the Declarant Control Period.

5.2 Guest Houses. One (1) guest house is permitted on each Lot, in addition to the Primary Residence, provided that such guesthouse contains no more than 1,200 square feet of interior living area, complying with all County ordinances and terms of this Declaration including use restrictions and Approved Building Area limitations. The guest house will be considered an accessory dwelling unit, and may be used for continuous, long-term occupancy, or short-term rental so long as such rental complies with applicable Carbon County ordinances and regulations.

5.3 Permitted Home-Based Activity. Notwithstanding Section 5.1, an Owner or occupant may conduct a home office or incidental home-based business from within the Primary Dwelling or an Outbuilding on the Lot, provided that all of the following conditions are satisfied:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from any other Lot or the Road;
- (b) the business activity does not generate regular customers, clients, or delivery traffic to the Lot beyond what is customary for a residential property;
- (c) the business activity does not involve the outdoor storage or display of inventory, equipment, materials, or signage;
- (d) the business activity conforms to all applicable zoning and legal requirements;
- (e) the Owner or occupant conducting the business resides on the Lot as their primary residence; and
- (f) the business activity does not constitute a nuisance, hazard, or offensive use, and does not increase the risk or cost of insurance for any other Lot or the Subdivision.

5.4 Prohibition on Temporary Dwellings. No recreational vehicle, motor home, travel trailer, camper, camp trailer, manufactured home, mobile home, shipping container, tent, yurt, tepee, or other temporary or portable structure of any kind shall be used as a dwelling or sleeping quarters on any Lot, whether on a permanent, semi-permanent, or extended temporary basis. This prohibition shall apply regardless of whether such structure is placed on a permanent foundation. During active construction of a Primary Dwelling on a Lot, a temporary construction trailer may be placed on the Lot for the duration of construction, not to exceed twenty-four (24) months from the date a building permit is issued.

5.5 No Prefabricated or Manufactured Homes. No manufactured home, mobile home, or modular home as defined under Montana law shall be placed on any Lot. The foregoing prohibition shall not apply to a factory-built structure that is constructed on a permanent foundation and meets all of the exterior appearance standards set forth in Article 6, provided that such structure is approved under applicable building codes and is indistinguishable from a conventionally built home in exterior appearance.

5.6 Outbuildings. Outbuildings are permitted on Lots, subject to the Standards set forth in Article 6, and compliance with all applicable county building and zoning requirements. A building permit is required for any Outbuilding.

5.7 Number of Dwellings Per Lot. No more than one (1) Primary Dwelling shall be constructed on any Lot. No Outbuilding shall be used as a separate, independent dwelling for permanent human habitation unless the Owner obtains all required permits and approvals from Carbon County and the use otherwise complies with applicable zoning regulations.

5.8 Nuisance. No noxious, dangerous, offensive, or illegal activity shall be undertaken on the Property, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an unreasonable interference with any other Owner's use and enjoyment of such other Owner's Lot. No Owner shall undertake any activity on the Property which would increase the rate of insurance or cause the cancellation of insurance on any Lot.

5.9 Compliance with Law. Each Owner shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes in connection with the use, maintenance, and Improvement of such Owner's Lot.

Article 6

Construction Protocols; Building and Improvement Standards

6.1 Commencement and Completion of Construction. Following the commencement of construction of a Primary Dwelling on a Lot, the Owner shall diligently pursue completion of the exterior of the structure, including all exterior cladding, roofing, windows, and doors, within twenty-four (24) months of the date a building permit is issued. If construction is not completed within such period, the structure and Lot shall be deemed in violation of this Declaration unless the delay is caused by circumstances beyond the Owner's reasonable control, such as acts of God, material shortages, or government-imposed restrictions. Such period may be extended upon prior written approval from Declarant during the Declarant Control Period, or from five or more Owners after the expiration of the Declarant Control Period.

6.2 Building Permits. No construction, alteration, or placement of any Improvement on a Lot shall commence until the Owner has obtained all necessary building permits and approvals from Carbon County and any other governmental authority having jurisdiction.

6.3 Pre-Construction Notice.

(a) Prior to commencing construction of any structure on a Lot, the Owner shall provide written notice to Declarant (during the Declarant Control Period) and to all Owners, which notice shall include: (i) a site plan prepared by a certified engineer or architect showing, with dimensions and reasonable specificity to demonstrate compliance with the Building Envelope and Setback requirements set forth in this Declaration, the proposed location of the structure within the designated building site; (ii) a general description of the structure, including approximate size and exterior materials; and (iii) the anticipated construction timeline ("**Pre-Construction Plans**"). This notice is for informational purposes to allow verification of compliance with this Declaration and future compliance of the completed structure with the submitted site plans. This Section does not create a formal approval or review process, and failure to object shall not constitute a waiver of the Declarant's or any Owner's right to enforce these covenants. Notwithstanding the foregoing, if the Declarant or any Owner finds that the Pre-Construction Plans violate

any provision of this Declaration, then the objecting party may respond within 10 days to the applicant setting forth in reasonable specificity the manner in which the Pre-Construction Plans violate the Declaration. If the objecting party and applicant cannot reach an agreement, then the applicant shall send notice to the Declarant and all Owners of the objection. If, within ten (10) days, a Majority has responded affirming the objection, then applicant must amend its Pre-Construction Plans. If a Majority does not respond affirming the objection, the applicant can move forward with its Pre-Construction Plans. If a Management Committee exists at the time that the Pre-Construction Plans are delivered to the Owners, then the Management Committee shall have ten (10) days to reject the Pre-Construction Plans. Failure of the Management Committee to reject the Pre-Construction Plans within ten (10) days shall constitute an approval of the Pre-Construction Plans.

6.4 Minimum Dwelling Size. Each Primary Dwelling constructed on a Lot shall contain a minimum of one thousand two hundred (1,200) square feet of finished, heated, and habitable living area, measured from the exterior faces of the exterior walls. Finished living area shall include all enclosed heated space used for living purposes, including, but not limited to, bedrooms, bathrooms, kitchens, living rooms, dining rooms, studies, and similar habitable rooms. Finished living area shall not include garages, carports, unfinished basements, unfinished attics, porches, decks, patios, or covered outdoor areas.

6.5 Building Area Limits. The total impervious surface area on each Lot (including the Primary Dwelling, all Outbuildings, driveways, parking areas, and patios) shall not exceed the approved building area designated on Exhibit B attached hereto (“**Approved Building Area**”). Any Owner seeking to exceed the Approved Building Area must obtain prior written approval from the Declarant (during Declarant Control Period), or the Management Committee or a Majority after the expiration of the Declarant Control Period.

6.6 Setbacks. All structures shall comply with the current Carbon County setback requirements of thirty (30) feet from the front property line, twenty (20) feet from the rear property line, and ten (10) feet from each side property line. Owners may construct structures which comply with less restrictive County setback requirements in the future, or pursuant to a variance, deviation, or special exception, only with prior written approval from the Declarant (during Declarant Control Period), or the Management Committee or a Majority after the expiration of the Declarant Control Period.

6.7 Exterior Appearance Standards – Primary Dwelling. Every Primary Dwelling shall be designed and constructed to present a finished, residential appearance that is harmonious with the rural residential character of the Subdivision. The following exterior appearance standards shall apply to every Primary Dwelling:

(a) All exterior walls of the Primary Dwelling shall be clad or finished with one or more of the following materials: natural wood siding (including board-and-batten, lap siding, or tongue-and-groove), engineered wood siding, fiber cement siding, natural stone, manufactured stone veneer, stucco, brick, or log construction. Architectural-grade metal panels are permitted, but unpainted or untreated corrugated metal, sheet metal, or bare metal panels as a primary exterior wall cladding material for a Primary Dwelling is

prohibited. Vinyl siding and unfinished concrete block are also prohibited finish materials for any Primary Dwelling.

(b) All roofing materials shall be of a type, quality, and appearance customary for residential construction in the greater Red Lodge area, including, but not limited to, architectural or dimensional asphalt shingles, metal roofing with a factory-applied finish, slate, tile, or synthetic equivalents of the foregoing. Exposed, unpainted, or untreated corrugated metal roofing is prohibited on Primary Dwellings.

(c) Exterior colors of Primary Dwellings shall be earth tones, muted natural colors, or other subdued hues that are compatible with the surrounding landscape. Fluorescent, neon, or other unusually bright or garish exterior colors are prohibited.

(d) Each Primary Dwelling shall be constructed on a permanent foundation in accordance with all applicable building codes. No Primary Dwelling shall be constructed on blocks, piers, or other non-permanent supports without a continuous perimeter foundation, unless the design is consistent with the appearance standards set forth herein and complies with all applicable codes.

(e) No mobile home, manufactured home, modular home, or prefabricated structure shall be placed or erected on any Lot as a primary dwelling, except that modular homes that meet the current International Building Code and are placed on a permanent foundation may be permitted.

(f) No Owner or occupant shall reside in any camper, recreational vehicle, trailer, tent, yurt, or other temporary structure on any Lot, whether or not such structure is on wheels, except during active construction of a primary dwelling and for a period not to exceed twelve (12) months from the date a building permit is issued for such Lot.

6.8 Exterior Appearance Standards – Outbuildings. Every Outbuilding shall be designed and constructed to present a finished appearance that is reasonably compatible with the Primary Dwelling on the same Lot. The following standards shall apply:

(a) Outbuildings shall be clad or finished with materials that are the same as, or visually compatible with, the exterior cladding materials used on the Primary Dwelling on that Lot. Bare, unpainted, or untreated metal may be used as exterior wall cladding for an Outbuilding, provided that the metal has a factory-applied color finish or is painted a color that is compatible with the Primary Dwelling and surrounding landscape. Exposed, unpainted galvanized or raw steel or aluminum siding is prohibited.

(b) Roofing materials for Outbuildings shall be of a type and color that are compatible with the Primary Dwelling on the same Lot or are otherwise consistent with the rural residential character of the Subdivision.

(c) No Outbuilding shall exceed the height of the Primary Dwelling on the same Lot, unless otherwise permitted by Carbon County zoning regulations.

(d) No Outbuilding shall be erected on a Lot prior to the commencement of construction of the Primary Dwelling on that Lot, unless approved in writing by the Declarant (during the period in which Declarant owns any Lot) or unless the Outbuilding is a permitted temporary construction-related structure.

6.9 Fencing. Any fencing installed on a Lot shall be of a type, material, and appearance consistent with the rural residential character of the Subdivision. Acceptable fencing materials include wood, split rail, wire (for agricultural use), and wrought iron or similar metal. Chain link fencing is prohibited in areas visible from the Road or adjacent Lots. All fencing shall comply with applicable Carbon County regulations and shall not obstruct drainage swales or the roads serving the Property.

6.10 Well Construction, Well Isolation Zones, and Mixing Zones. Each well must be centered within the well isolation zone as approved by the Montana Department of Environmental Quality (“DEQ”) and be constructed in accordance with Administrative Rules of Montana (“ARM”) Title 36, Chapter 21, Subchapter 6. Each well shall be located at least 100 feet away from all sewer lines, septic tanks, holding tanks, and any other structures used to convey or retain industrial, storm, or sanitary waste, and state or federal highway rights-of-way. Each Owner shall comply with applicable State laws and DEQ rules related to the location and spacing of well isolation zones, mixing zones, and any setback requirements.

6.11 Drainfield Areas. Each Lot has designated primary and secondary (reserve) drainfield areas as shown on Exhibit C. No Owner shall construct any structure, install any impervious surface, or plant any deep-rooted trees or vegetation within the designated drainfield areas. Owners shall maintain drainfield areas in a condition that preserves their function.

6.12 Prohibition on Further Subdivision. No Lot shall be further divided, subdivided, partitioned, or separated into smaller parcels, regardless of the method or mechanism used, including, but not limited to: (i) filing of a new subdivision plat or amended plat; (ii) boundary line adjustment or lot line relocation that results in the creation of an additional buildable parcel; (iii) transfer, conveyance, or partition to a family member or related party under Montana Code Annotated (“MCA”) Title 76, Chapter 3 (the Montana Subdivision and Platting Act), including but not limited to any exemption under MCA § 76-3-207, or any successor statute; or (iv) any other method that results in the creation of an additional residential parcel from an existing Lot.

Each Lot shall be maintained as a single, undivided parcel and shall be conveyed, transferred, or encumbered only as a whole. This restriction is intended to preserve the character and density of the Subdivision as approved in the preliminary plat and to prevent circumvention of subdivision review requirements through exempt transactions. This prohibition shall apply regardless of whether the proposed division or transfer would otherwise be exempt from local subdivision review under Montana law. Any conveyance or attempted conveyance in violation of this Section shall be void and of no effect, and the Declarant (while Declarant owns any Lot) or any Owner shall have the right to seek injunctive relief and specific performance to enforce this provision.

Article 7
Lot Maintenance and Property Standards

7.1 General Maintenance Obligation. Each Owner shall maintain such Owner's Lot and all Improvements thereon in a clean, safe, sanitary, and slightly condition, and in a state of good repair, at all times. Maintenance shall include, without limitation, the upkeep, repair, and replacement of all exterior surfaces and finishes; the control of weeds, brush, and overgrown vegetation; and compliance with all applicable governmental health, fire, safety, and environmental requirements and regulations.

7.2 Prohibition on Junk, Abandoned, and Inoperable Vehicles. No inoperable, abandoned, wrecked, dismantled, or unlicensed motor vehicle, trailer, boat, recreational vehicle, or any other vehicle or conveyance shall be parked, stored, or permitted to remain on any Lot where it is visible from the Road or from any adjacent Lot. For purposes of this Section, a vehicle shall be deemed "inoperable" if it is not currently registered and licensed in accordance with Montana law, or if it is unable to operate under its own power in its present condition. Any vehicle that is temporarily inoperable due to repair may remain on a Lot for a period not to exceed thirty (30) days, provided it is screened from view of the Road and adjacent Lots.

7.3 Screening and Storage of Equipment and Materials. No machinery, equipment, building materials, scrap materials, refuse, or similar items shall be stored or permitted to accumulate on any Lot where they are visible from the Road or from any adjacent Lot, except during active construction on the Lot and for a reasonable period not to exceed the construction timeline set forth in Section 6.4. Farm and ranch equipment and implements that are customarily incidental to the residential and rural use of the Lot may be kept on a Lot, provided they are maintained in a functional and slightly condition and are stored in an orderly manner, and are screened from the Road to the extent reasonably practicable.

7.4 Trash and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All refuse shall be stored in durable, covered containers that prevent the escape of odors and prevent access by animals. Refuse containers shall not be placed or stored in locations visible from the Road except on scheduled collection days. If no regular collection service is available, each Owner shall be responsible for the lawful and timely removal and disposal of all refuse from the Lot.

7.5 Exterior Lighting. Exterior lighting on any Lot shall be designed, installed, and maintained so as to minimize light trespass and glare onto adjacent Lots and the Road. All exterior lighting fixtures shall be shielded, downward-directed, or otherwise designed to prevent direct illumination beyond the boundaries of the Lot. Floodlights and high-intensity security lighting shall be motion-activated or otherwise controlled to avoid continuous illumination during nighttime hours unless reasonably necessary for safety or security.

7.6 Signage. No sign, billboard, or advertising device of any kind shall be erected, placed, or permitted on any Lot, except: (a) one "For Sale" or "For Rent" sign not to exceed six (6) square feet in area; (b) customary residential address and identification signage; and (c) temporary signage related to political campaigns, ballot measures, or similar topics, which shall

be removed within ten (10) days following the relevant election or event. The limitations set forth in this subsection do not apply to the Declarant during the Declarant Control Period.

7.7 Weed Management. Each Owner shall control noxious weeds on such Owner's Lot in conformity with the Montana County Noxious Weed Control Act (MCA Title 7, Chapter 22, Part 21) and any applicable Carbon County weed management plan. In the event an Owner fails to maintain adequate weed control, any other Owner may, after providing thirty (30) days' written notice to the noncompliant Owner and the noncompliant Owner's failure to cure, cause such weed control to be performed and recover the reasonable cost thereof from the noncompliant Owner.

7.8 Recreational Vehicles; Trailers. Up to two (2) recreational vehicles or travel trailers for personal recreational use may be kept on any Lot, so long as the vehicle or trailer is not used as a dwelling during such period and is stored in an unobtrusive location.

Article 8

Easements and Road Covenants

8.1 Incorporation of Road Declaration. The Road Declaration is hereby incorporated into this Declaration by this reference as though fully set forth herein. Each Lot and each Owner shall be subject to and bound by all of the terms, conditions, easements, rights, and obligations set forth in the Road Declaration, including, but not limited to, all easements for access and use over the Road, all maintenance and repair obligations, and all cost-sharing provisions. In the event of any conflict between the provisions of this Declaration and the Road Declaration with respect to the Road, the Road Declaration shall control.

8.2 Declarants Right to Grant Easements. Any easements or similar rights entered into and recorded by Declarant prior to the expiration of the Declarant Control Period are hereby incorporated into this Declaration by this reference as though fully set forth herein. Each Lot and each Owner shall be subject to and bound by all of the terms, conditions, easements, rights, and obligations set forth in such easements.

8.3 Utility Easements. Easements for the installation, maintenance, operation, repair, and replacement of public and private utilities, including, but not limited to, water, sewer, electric, gas, telephone, cable, internet, and other communications lines and facilities, are hereby reserved as shown on the final Subdivision plat and as may be separately granted by recorded instrument.

8.4 Drainage and Stormwater Easements. Easements for natural and engineered drainage and stormwater management are hereby reserved as shown on the final Subdivision plat. No Owner shall alter, obstruct, or interfere with any established drainage pattern, channel, swale, culvert, or stormwater facility on or adjacent to such Owner's Lot without prior approval from the appropriate governmental authority.

8.5 Easement for Unintentional Encroachments. In the event that, by reason of construction, settlement, or shifting, any Improvement on a Lot encroaches upon any adjacent Lot or upon the Road, a non-exclusive easement for the maintenance of such encroachment is hereby established for the benefit of the Owner of the encroaching Lot, provided that: (a) such encroachment was not caused by the intentional or negligent act of the Owner of the encroaching Lot; (b) such encroachment does not materially interfere with the use and enjoyment of the

burdened Lot or Road; and (c) such easement shall be deemed abandoned if and when the encroachment ceases to exist.

Article 9

Reservation of Water Rights

9.1 NOI Conveyance. Declarant has filed a Form 602I: Notice of Intent to Appropriate Groundwater (“NOI”) for all Lots with the Montana Department of Natural Resources & Conservation (“DNRC”). Each of the Lots are NOI authorized for domestic purposes as set forth on the NOI appurtenant to the Lot. Upon the sale of any Lot, Declarant shall convey to the Owner the appurtenant NOI. Upon purchase of the Lot, it is the Owner’s responsibility to file the applicable Form 608: Ownership Update with the DNRC to update ownership records of the appurtenant NOI in accordance with Montana law.

9.2 Reservation of Irrigation Water Rights and Canal Company Shares. Declarant hereby expressly reserves to itself any and all water rights for irrigation purposes appurtenant to the Lots, except for the NOI conveyed with each Lot. This reservation includes, without limitation, any share certificates or contracts with the Pleasant Valley Canal Company, or successor entities, as permitted by the entity’s governing documents, any rights to apply for change applications or new permits through the DNRC, and any other water rights or shares for irrigation purposes that are appurtenant to the Property. This reservation shall survive the conveyance of any Lot and shall not be affected by any general warranty of title or conveyance language in any deed. This provision 9.2 shall terminate at the end of the Declarant Control Period.

9.3 Future Allocation. If Declarant obtains irrigation water rights or canal company shares for the benefit of the Subdivision, Declarant reserves the right to allocate, distribute, or convey such rights or shares to individual Lots at Declarant's discretion and on such terms as Declarant determines appropriate and in accordance with the canal company’s governing documents, if applicable. Any such allocation may be subject to an owners’ association or management structure as described in Section 25. This provision 9.3 shall terminate at the end of the Declarant Control Period.

9.4 No Representation of Water Rights. Owners seeking water for irrigation, lawn and garden, or any other beneficial uses are responsible for securing the applicable water rights under Montana law. Further, Declarant makes no representations or warranties, express or implied that the NOI appurtenant to the Lot grants or guarantees the Owner physical access to water or a water right. Each NOI has a specific completion deadline and requirement to file the applicable a Form 602: Notice of Completion of Groundwater Development in compliance with applicable State laws and the terms of the NOI to secure a domestic water right for the Lot. Owners are responsible for knowing and complying with the completion deadlines and Form 602 filings described on the face of the NOI appurtenant to the Lot.

Article 10

Animals, Wildlife, and Environmental Provisions

10.1 Domestic Animals. Normal domestic animals, including dogs, cats, and similar companion animals, may be kept on the Lots, subject to all applicable Carbon County regulations.

All animals shall be kept in a manner that does not create a nuisance, annoyance, or threat to other Owners or their property. Owners shall be responsible for confining their animals to their own Lot and shall immediately clean up animal waste from the Road.

10.2 Horses and livestock. Horses and Livestock (including, but not limited to, cattle, sheep, goats, llamas, alpacas, and poultry) may be kept only on Lots containing five (5) or more acres of land area, provided that: (i) all animals are contained within the boundaries of the Lot by adequate fencing; (ii) grazing areas and animal enclosures are maintained in a sanitary condition that does not create a nuisance; (iii) the keeping of animals complies with all applicable Carbon County health and zoning regulations; and (iv) manure and animal waste are managed so as not to contaminate wells, drainfields, or drainage swales on the Lot or any adjacent Lot. For the avoidance of doubt, this five-acre minimum applies to all Lots burdened by this Declaration, including any Lots created within the North Subdivision. Lots in the North Subdivision that are smaller than five (5) acres shall not be eligible to keep horses or livestock

10.3 Commercial Activity Prohibited. No commercial feedlot, breeding operation, kennel, or boarding facility shall be operated on any Lot. The keeping of animals for personal, agricultural, or recreational use shall not be considered a commercial activity.

10.4 Violation. In the event that any animal kept on a Lot constitutes a recurring nuisance or threat to the health and safety of Persons on adjacent Lots (including, but not limited to, aggressive behavior, repeated escape from confinement, or persistent noise or odor), any affected Owner may pursue enforcement under this Declaration.

10.5 Living with Wildlife. Owners must accept responsibility for living with wildlife common to the area. Owners shall properly store garbage, pet food, livestock feed, and other potential wildlife attractants in secure, animal-resistant containers or indoors. Feeding wildlife or offering supplements, attractants, or bait for game animals is prohibited in accordance with MCA § 87-6-216. Owners must be aware of potential problems associated with the occasional presence of wildlife such as white-tailed and mule deer, elk, bear, fox, raccoon, skunk, squirrels, and magpie.

10.6 Environmental Compliance. Each Owner shall comply with all applicable laws and regulations relating to water supply, sanitation, sewage disposal, hazardous waste, and air and water quality. No Owner shall cause or permit any storage, use, discharge, release, or disposal of hazardous materials, pollutants, or contaminants on any Lot or the Road in violation of applicable law. All use of hazardous or toxic materials shall be in a manner and in quantities customarily associated with single-family residential use.

Article 11 **Enforcement**

11.1 Right of Enforcement. Declarant, so long as Declarant owns any Lot, and any Owner shall have the right to enforce the provisions of this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate any provision hereof. Enforcement may include, without limitation, an action to recover damages, an action for injunctive or other equitable relief, an action for specific performance, or any combination thereof.

The right of enforcement set forth in this Section is in addition to any other rights or remedies available at law or in equity.

11.2 Notice and Opportunity to Cure. Prior to commencing any legal action to enforce a provision of this Declaration (other than an action seeking emergency injunctive relief to prevent imminent or ongoing harm), the enforcing Owner shall first deliver written notice to the Owner alleged to be in violation, specifying the nature of the violation and the corrective action required. The Owner receiving such notice shall have thirty (30) days from the date of receipt to cure the violation. If the violation is not cured within the thirty (30) days, the enforcing Owner may proceed with legal action as provided herein.

11.3 Attorneys' Fees and Costs. In any action or proceeding arising out of or relating to the enforcement of this Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs, and all other expenses incurred in connection with such action or proceeding, in addition to any other relief to which such party may be entitled.

11.4 No Waiver. No delay or failure by Declarant or any Owner to enforce any provision of this Declaration shall constitute a waiver of the right to enforce the same or any other provision in the future. No covenant, restriction, condition, or obligation contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

11.5 Cumulative Remedies. All rights and remedies provided in this Declaration are cumulative, and the exercise of any one right or remedy shall not preclude the exercise of any other right or remedy available at law, in equity, or under this Declaration.

Article 12

Amendments

12.1 General Amendments. Except as otherwise provided herein, this Declaration may be amended only by an instrument in writing executed and acknowledged by the Owners of at least two-thirds (2/3) of the Lots, which instrument shall be recorded in the records of Carbon County, Montana. An amendment so adopted and recorded shall be effective upon recording and shall be binding upon all Owners and their successors and assigns.

12.2 Amendments by Declarant. So long as Declarant owns any Lot, Declarant reserves the right to record amendments to this Declaration for the purpose of: (a) correcting clerical, typographical, or similar errors; (b) adding additional Lots to the Subdivision and subjecting them to this Declaration; and (c) making other modifications that do not materially and adversely impact the rights of any Owner without such Owner's prior written consent.

Article 13

General Provisions

13.1 Reserved Right to Form Owners' Association.

(a) Reservation. Declarant reserves the right to establish a property owners' association (an "Association") to govern the Subdivision at any time. Upon formation of

an Association, Declarant shall record supplemental governing documents, including articles of incorporation, bylaws, and any amendments to this Declaration necessary to implement the Association's authority. Each Owner, by accepting a deed to a Lot, consents in advance to the formation of such Association and agrees to be bound by its governing documents.

(b) Scope of Association. If formed, the Association's responsibilities may include, but are not limited to: (i) management and maintenance of the Road (assuming the Manager role described in the Road Declaration); (ii) management and allocation of any shared irrigation water or canal company shares obtained for the Subdivision; (iii) enforcement of these covenants; (iv) management of any other shared infrastructure or common areas; and (v) collection of assessments from Owners to fund the foregoing.

(c) Assessments. If an Association is formed, each Owner shall be obligated to pay assessments as determined by the Association's governing documents. Assessments shall be a lien against the applicable Lot until paid.

13.2 Transfer of Lots. Any sale, transfer, or conveyance of a Lot shall be effectuated by the execution and recordation of a deed which shall specifically state that the Property is conveyed SUBJECT TO this Declaration and the Road Declaration. Notwithstanding the foregoing, each Owner shall continue to be bound by this Declaration and the Road Declaration without regard to whether such exclusions to the warranty of title appear in such Owner's deed.

13.3 Partial Invalidity; Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

13.4 Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provisions, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until 21 years after the death of the survivor of the now living lawful descendants of the person holding the office of the President of the United States of America as of the Effective Date.

13.5 No Waivers. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur, except as provided by MCA § 70-17-210(2).

13.6 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate the purposes set forth in the Recitals.

13.7 Notices. Any notice required or permitted to be given under this Declaration shall be in writing and shall be deemed given: (a) when delivered personally with written acknowledgment of receipt; or (b) three (3) business days after deposit in the United States mail, sent by certified or registered mail, return receipt requested, postage prepaid.

All Notices shall be sent to the Owner at the address of the Lot, and a copy to the address on file with the Carbon County Assessor to receive tax notices.

13.8 No Public Dedication. Nothing contained in this Declaration shall be deemed a gift or dedication of all or any part of the Property to the public or for any public use, except as otherwise provided on the final Subdivision plat or by separate recorded instrument.

13.9 Headings. The headings of the articles and sections of this Declaration are for convenience only and shall not affect the interpretation of this Declaration.

13.10 Gender and Number. Whenever the context requires, the singular shall include the plural and vice versa, and the masculine, feminine, and neuter shall each include the others.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, Declarant has executed this Declaration to be effective as of the date first written above.

**EAST BENCH OVERLOOK, LLC,
a Montana limited liability company**

By: _____
Name: [REDACTED]
Title: Member

STATE OF MONTANA)
) SS
COUNTY OF CARBON)

Acknowledged before me this _____ day of June 2026, by [REDACTED], as Member of East Bench Overlook, LLC, a Montana limited liability company.

Notary Public for the State of Montana

EXHIBIT A
Legal Description of the Property

South Subdivision

The following real property located in Carbon County, Montana, legally described as:

Lots 1 through 5 of Graham Subdivision South, being a first minor subdivision lying in Tract 1 of Certificate of Survey 1924 lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 7 South, Range 20 East, P.M.M., and recorded as Plat No. 2557 on file in the Office of the Clerk and Recorder for said County, under Document # 405623.

North Subdivision

The following real property located in Carbon County, Montana, legally described as:

That part of SE $\frac{1}{4}$ of Section 11, Township 7 South, Range 20 East, P.M.M., described as Tract 1 Amended, Certificate of Survey No. 2393 FT, according to the official plat on file in the Office of the Clerk and Recorder for said County, under Document #392276

EXHIBIT B
Approved Building Area

Subdivision	Lot No.	Maximum Impervious Square Footage Allowed
South	1	7,700
South	2	10,000
South	3	10,000
South	4	10,000
South	5	10,000
North	To be Designated Upon Final Plat Approval	

EXHIBIT C Drainfield Areas

*As depicted and further described on DEQ's Certificate of Subdivision Approval
E.Q. #24-1245, Site Plan C.100*

