



Eustachy-Wysong

2024

Eustachy-Wysong Ranch
Response to Staff Report-Preliminary Plat



Civilize, PLLC

Management and Engineering

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8/19/2024



Eustachy-Wysong Subdivision

Supplementary Information

Application for Subdivision – Preliminary Plat

Introduction

A staff report was issued on July 8, 2024, reviewing the materials contained in the Preliminary Plat submittal for use by the Teton County Planning & Zoning Commission at the Planning & Zoning Meeting and Public Hearing held on July 9, 2024. While the staff report contains various sections germane to the project for consumption by the P&Z Commission along with a copy of the full Preliminary Plat submittal, this narrative will focus specifically on the section titled Conditions of Approval. The intent is to demonstrate to staff and the P&Z Commission that the Applicant intends conformance with the requirements for approval of the Preliminary Plat by rectifying most, if not all, of the minor comments and discrepancies, providing further elucidation to comments that may need more detailed information, and seeking further explanation from staff where the criteria may not be well understood by the Applicant. The response document will also include a response to the additional conditions of approval incorporated into the motion by the P&Z Commission at the public hearing and project deliberation.

Response to Staff Report and Review Comments

Conditions of Approval

1. Plat needs to be amended

a. Include the Floodplain Firm. Not Approximate Floodplain

Idaho statute *Title 50 Municipal Corporation, Chapter 13 Plats and Vacations, Section 1304 Essentials of Plats*, provides the requirements established by the State of Idaho for preparation of land survey plats, including those items necessary for depiction on said plat. The state does not specifically require the floodplain boundary to be depicted on the survey plat for subdivision of land.

Title 9 of the 2011 Teton County Land Development Code, Section 2 – Application indicates the Preliminary Plat, presumably referring to the Preliminary Plat application packet as a whole, not necessarily the survey document itself, lists as a required element, “depiction of any Overlay Areas defined by Title 8 and 9 on the proposed subdivision property.” The same section also stipulates, “The application materials shall include the following as applicable,” whereupon Paragraph a.-Maps, Subparagraph ii describes, “a map showing any Overlay Areas required by Titles 8 and 9 on the proposed subdivision/PUD property, whereupon it proceeds to define the Overlay Areas in Title 9 as the Hillside Overlay and the Wildlife Habitat Overlay. While the Floodplain Overlay is described in Title 8-5-1-B, it is not specifically highlighted in Title 9-3-2-C.2.a Maps. However, Title 9-3-2-C.2.b.i.(a) does specifically identify the floodplain, wetlands, and riparian areas for inclusion in the Existing Conditions Inventory of the Natural Resources Analysis and Title 9-3-2-C.2.b.ii.(c) indicates a requirement for a map showing any Overlay Areas defined by Title 8 and 9 on the proposed subdivision boundary. Section II of the applicable Teton County Preliminary Plat Subdivision/Planned Unit Development Application form provides the checklist of items required on the plan/plat document. The checklist duplicates most of what is required in Idaho Statute 50-1304 but does not include a floodplain boundary as a requirement. However, Section IV of the applicable Teton County Preliminary Plat Subdivision/Planned Unit

Development Application form does include Overlay Areas and Flood Hazard areas be presented in the Maps/Studies/Plans for the proposed subdivision.

It appears the requirement to prepare a map depicting the Floodplain Overlay is clearly a requirement of the Teton County Code, but not necessarily a requirement imposed by the State of Idaho, nor Teton County, for depiction on the survey plat itself. Never-the-less, the approximate floodplain boundary as depicted on FEMA FIRM maps and duplicated on the Teton County GIS system is presented on the Preliminary Plat survey document and appropriately labeled as approximate.

In an attempt to conform with the Teton County Land Development Code, the applicant has included a depiction of the floodplain boundary on the Preliminary Plat survey document, acknowledged the flood hazard area on page 14 of the Supplementary Information Document, and specifically identified the Floodplain Overlay on Page 3 of the Natural Resources Analysis and included a map labeled as Figure 1. While building is clearly allowed under Federal Law in the Flood Fringe as well as the Floodway of the Floodplain; the Applicant eliminated the potential for “loss of human life or significant property damage due to flooding,” by creating building envelopes that limit the construction of habitable structures in the floodplain.

The FIRM maps identify the floodplain affecting the proposed development as Zone A. The FEMA website defines Zone A as follows:

Areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas; no depths or base flood elevations are shown within these zones.
(<https://www.fema.gov/glossary/zona>)

FEMA FIRM maps provide approximate locations for the boundaries of flood hazard zones. Typically, the presence of a flood hazard area does not prevent the subdivision of land. Flood insurance is mandated by Federal Law for mortgages backed by Federal Loan Guarantees but does not prevent building within the designated floodplain. However, there are stipulations that apply to construction within a designated floodplain which include Elevations Certificates and Zero Rise documentation depending upon the portion of the floodplain within which the building is proposed.

In this case, we believe we have conformed with Federal Law, State Statute, and local ordinance regarding depiction of the Floodplain Overlay. The floodplain is depicted on the Preliminary Plat survey document and labeled appropriately as Zone A. Contours are also depicted on the Preliminary Plat survey document. The building envelopes for Lots 9 and 10 are clearly outside the floodplain boundary as mapped by FEMA on the FIRM maps. The area encompassed by the building envelope sits higher in elevation than the land within the floodplain boundary by one to four feet. If a structure were proposed in the floodplain, which based on the building envelope cannot be constructed, it would be subject to Federal Law, State Statute, and local ordinance for building within a floodplain and appropriate measured would be implemented to more accurately define the floodplain boundary and base flood elevation in proximity for the proposed structure.

b. Planning & Zoning Commission Chair is the signature required for PZC review

The signature label on the Preliminary Plat has been changed to specify the signature is required from the Planning and Zoning Commission Chair. The revised Preliminary Plat signature page is found in Appendix A.

2. A shared fire pond agreement needs to be submitted if the applicant is sharing with Dorothy Gayle Subdivision. Further, another method will need to be utilized if the development is not approved.

A shared fire pond agreement with the Dorothy Gayle Subdivision is attached in Appendix B. If the development is not approved, another method will be utilized, presumably a fire suppression pond designed and constructed within the proposed development.

3. The financial guarantee of 125% of the total cost estimate needs to be fully provided by the time of final plat application. The draft letter provided is adequate for a draft only.

The financial guarantee of 125% of the total cost estimate will be provided by the time of the final plat application.

4. The Nutrient Pathogen Evaluation was submitted successfully and transmitted for review on June 25, 2024. Applicants will need to review and respond before further hearings are scheduled, if necessary

The Applicant has not yet received any review comments from the County's consultant regarding the N-P Evaluation submitted as part of the Preliminary Plat application. The Applicant will review and respond to the evaluation once it is available, if necessary.

5. The CCRs should be updated to include:
 - a. Section G. Dwelling size should match County regulations for ADUs.

The dwelling size restrictions have been updated to restrict the size of the accessory dwelling unit in accordance with the new Teton County Land Development Code. See revised CC&Rs in Appendix C.

- b. Section H. Height maximum for Teton County is 30' unless it is an agricultural building.

Section H Maximum Height has been updated to reflect Teton County Standards of a maximum height of 30'. See revised CC&Rs in Appendix C.

- c. Article 11; Section C. STRs must also adhere to Teton County permitting.

Article 11; Section C has been amended to include permitting requirements for Teton County. See revised CC&Rs in Appendix C.

- d. Land Management Plan items from the Natural Resource Analysis (page 9)

Land Management Plan items are already implemented into the CC&Rs. For example, noxious weeds are addressed in Article 9 Section AA – Noxious Weeds, lighting requirements are described in Article 9 Section Q – Light Pollution, pet control is described in Article 9 Section N – Livestock and Household Animals, bear attractant restraints are described in Article 9 Section V Waste Disposal – Bear Attractants, and fencing requirements are described in Article 9 Section X - Fencing. See revised CC&Rs in Appendix C

6. Address Fire Marshal Comments:
 - a. Fire department access is currently obstructed by farm equipment.

The farm equipment obstructing fire department access is described as the center pivot currently used to irrigate this property as well as three adjacent properties. If the development is approved, the current irrigation method, which is the center pivot, becomes obsolete and will be removed from the property. Thus, any potential conflict related to obstruction of emergency vehicles will be eliminated.

7. Address Public Works Comments
 - a. Improvement plans do not show any fire protection.

Fire protection was provided via joint agreement with Dorothy Gayle Ranch subdivision as described above.

b. Utility Site Plan does not show power or communications.

Power and communication systems are designed by Fall River Electric and Silver Star Communications respectively. The civil engineer often depicts private utilities for informational purposes but does not control the design of private utilities. Often the design of the utility is not provided by the utility provider at this juncture of the project. Rather, the private utilities prefer to conduct their preliminary design work after approval of the preliminary plat by the jurisdiction to avoid unnecessary and speculative work. However, an anticipated, or assumed, location for power and communication has been added to the drawings, a feature that will be revised per the design provided by the selected private utility provider prior to submission of the Final Plat.

c. All Roads between N 3000 W and subdivision will need to meet County Local Road Standards

The design drawings depict roads from N 3000 W to subdivision being improved to county standard. See sheet C-103 note 1 for W 5000 N and N 3250 W and Sheet C-104 note 1 for W 4850 N. See sheet C-SD-01 for cross-section details.

8. The public works director has yet to review the Traffic Impact Study but should confirm the HWY 33 and 4000 N intersection findings before a discussion on a proportionate share of the development occurs.

The Applicant will await response of public works director and looks forward to having a discussion.

Response to Additional Conditions in the Motion

9. Reviewing lots 5, 6, 7, and 8 not be reviewed in the NRA.

The second paragraph on page 7 of the NRA states,

“Although the Teton County Big Game Migration Corridors and Seasonal Range, Priority Wetland Habitat-South Leigh Forested, and the Songbird/Raptor Breeding and Wintering Habitat overlays overlap the property, the best habitat that would be used by wildlife would include the approximately 14% (8.65 acres) of the western portion of the Property that intersects with South Leigh Creek and its associated riparian forest/emergent wetlands.”

The second line of the first paragraph of Impact Analysis and Mitigation Plan on page 7 of the NRA continues,

“Lots 1-8 range in size from 4.84 to 5.29 acres and are oriented north to south (Figure 3). Those lots are in disturbed agricultural lands and do not contain protected natural resources. Land use south of the Property consists of disturbed agricultural lands and several single-family dwellings. As indicated above, given the previously disturbed condition of the smaller lots 1-8 of the Property, a fence along the southern border of the Property, the presence of free-roaming dogs in the area, and the distance to undisturbed riparian/wetlands, building on these lots would not significantly affect the value of this area as wildlife habitat despite the mapping of the Wildlife Habitat Overlay with the presence of the Big Game Migration Corridors and Seasonal Range, Priority Wetland Habitat-South Leigh Forested, and Songbird/Raptor Breeding and Wintering Habitat overlays.”

While the Applicant respects the comments and suggestions of the P&Z Commission, the scientific analysis conducted by credentialed professionals experienced in natural resources analysis and wildlife habitat assessment are relied upon to evaluate the potential impacts and to recommend mitigation solutions to those impacts. In this case, those individuals indicated in the NRA that Lots 5, 6, 7, and 8 were already disturbed by agricultural activity and had lesser value as wildlife habitat than the westernmost portions of the property on lots 9 and 10.

APPENDIX A

Revised Preliminary Plat

PRELIMINARY PLAT EUSTACHY-WYSONG RANCH

BEING PART OF THE NW¹ SECTION 5, TWP. 5 N, RANGE 45 E, B.M.
TETON COUNTY, IDAHO

NOTES:
BEARINGS SHOWN HEREIN ARE BASED ON THE IDAHO STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD 83 DATUM. DISTANCES SHOWN HEREON ARE GROUND DISTANCES USING AN AVERAGE PROJECT ELEVATION OF 6100 FEET.

BOUNDARY DESCRIPTION
SITUATED IN THE STATE OF IDAHO, COUNTY OF TETON, BEING PART OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 45 EAST, OF B.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 5;
THENCE SOUTH 00°33'40" EAST, A DISTANCE OF 651.63 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89°31'39" EAST, A DISTANCE OF 3,954.27 FEET TO A POINT;
THENCE SOUTH 01°27'10" EAST, A DISTANCE OF 608.03 FEET TO A POINT;
THENCE SOUTH 69°25'34" WEST, A DISTANCE OF 263.46 FEET TO A POINT;
THENCE SOUTH 42°11'19" WEST, A DISTANCE OF 80.00 FEET TO A POINT;
THENCE NORTH 47°47'08" WEST, A DISTANCE OF 130.73 FEET TO A POINT;
THENCE SOUTH 89°55'52" WEST, A DISTANCE OF 929.20 FEET TO A POINT;
THENCE SOUTH 89°55'45" WEST, A DISTANCE OF 1,318.44 FEET TO A POINT;
THENCE SOUTH 89°26'23" WEST, A DISTANCE OF 1,318.36 FEET TO A POINT;
THENCE NORTH 00°33'40" WEST, A DISTANCE OF 654.91 FEET TO THE POINT OF BEGINNING, CONTAINING 60.01 ACRES OF LAND, MORE OR LESS.

OWNER'S CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, IS THE OWNER OF THE TRACT OF LAND INCLUDED WITHIN THE BOUNDARY DESCRIPTION SHOWN HEREON AND HAVE CAUSED THE SAME TO BE PLATTED INTO BLOCKS, AND LOTS TO BE HEREAFTER KNOWN AS EUSTACHY-WYSONG RANCH, TETON COUNTY, IDAHO, THE EASEMENTS SHOWN HEREON ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES OR FOR ANY OTHER USE DESIGNATED ON THE PLAT. THE LANDS INCLUDED WITHIN THIS PLAT WILL BE IRRIGATED IN COMPLIANCE WITH TETON COUNTY POLICY, WATER AND/OR CANAL COMPANY REGULATIONS AND IN ACCORDANCE WITH IDAHO CODE 31-3805. WE ALSO CERTIFY THAT THE LOTS SHOWN ON THIS PLAT WILL BE SERVED BY INDIVIDUAL WELLS.

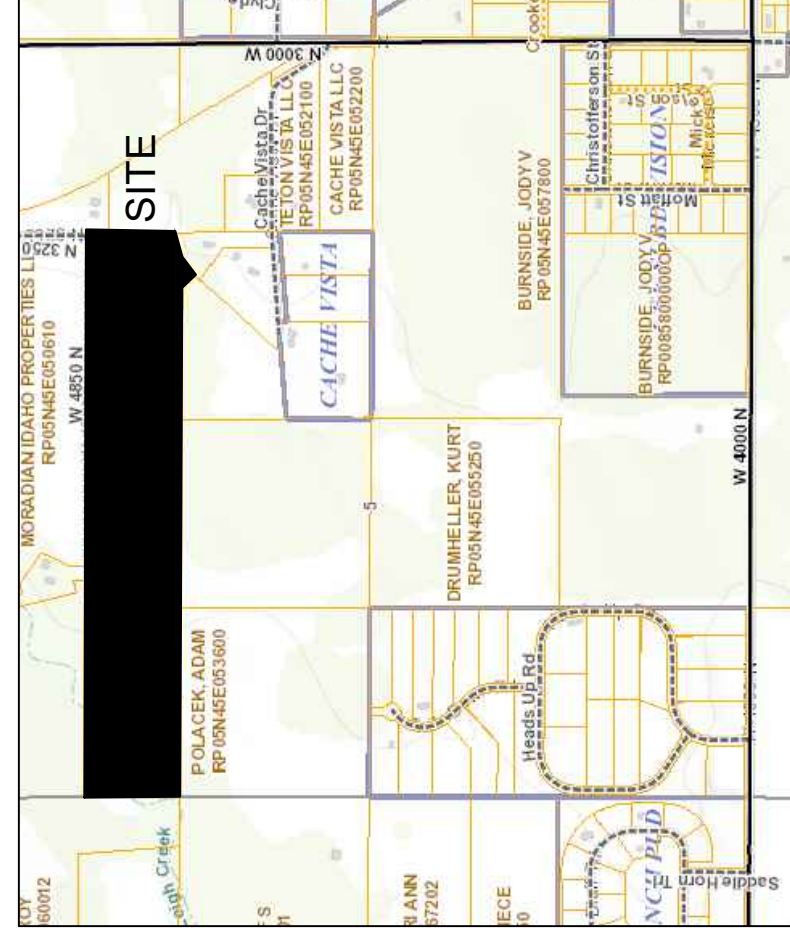
IN WITNESS WHEREOF THE UNDERSIGNED HAVE DULY SIGNED THIS CERTIFICATE ON THIS ____ DAY OF _____, 2024
EUSTACHY-WYSONG RANCH

_____- MEMBER _____
ACKNOWLEDGMENT
STATE OF _____)
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2024, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED _____, KNOWN OR IDENTIFIED TO ME AND THE PERSON WHO SUBSCRIBED TO THE ATTACHED OWNER'S DEDICATION AND ACKNOWLEDGED TO ME THAT (HE) (SHE)(THEY) EXECUTED THE SAME.

IN WITNESS WHEREOF: I HAVE HEREBY SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR THE STATE OF _____
RESIDING IN _____ COUNTY, _____
MY COMMISSION EXPIRES _____



LOCATION MAP

EXAMINING SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND ACCEPTABLE AS REQUIRED IN SECTION 50-1303 OF THE IDAHO CODE.

TETON COUNTY REVIEW SURVEYOR _____ DATE _____

HEALTH DEPARTMENT CERTIFICATE
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

EASTERN IDAHO PUBLIC HEALTH

ENVIRONMENTAL HEALTH SPECIALIST _____ DATE _____

TREASURER'S AND ASSESSOR'S CERTIFICATE
WE THE UNDERSIGNED COUNTY TREASURER AND COUNTY ASSESSOR IN AND FOR THE COUNTY OF TETON, STATE OF IDAHO, HAVING REVIEWED THIS PLAT PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY TAXES FOR THE PROPERTY SHOWN AND DESCRIBED ON THIS PLAT AS BEING SUBDIVIDED ARE CURRENT.

TETON COUNTY TREASURER _____ DATE _____ TETON COUNTY ASSESSOR _____

COUNTY COMMISSIONERS APPROVAL
THIS PLAT WAS DULY ACCEPTED AND APPROVED BY THE TETON COUNTY BOARD OF COMMISSIONERS, ON THE FOLLOWING DATE:

PLANNING AND ZONING COMMISSION CHAIR _____ DATE _____

PLANNING AND ZONING CERTIFICATE
PRESENTED TO THE TETON COUNTY PLANNING AND ZONING ADMINISTRATOR ON THE FOLLOWING DATE AT WHICH TIME THIS PLAT WAS APPROVED AND ACCEPTED.

ADMINISTRATOR, PLANNING AND ZONING _____ DATE _____

COUNTY FIRE MARSHAL
I HEREBY CERTIFY THAT THE PROVISIONS FOR FIRE PROTECTION FOR THIS PLAT MEET TETON COUNTY FIRE CODE AND HAVE BEEN APPROVED BY MY DEPARTMENT

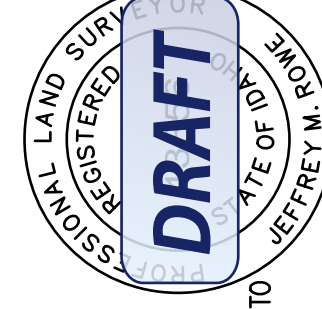
TETON COUNTY FIRE MARSHAL _____ DATE _____

FLOOD ZONE NOTICE
THIS SUBDIVISION FALLS OUTSIDE THE 100 YEAR FLOOD PLANE AS PER FIRM MAP NO. 16081C 0100C, EFFECTIVE DATE 8-4-1988.

REFERENCES:
AW ENGINEERING ROS IN. 238813
AW ENGINEERING ROS IN. 263416
CACHE VISTA IN. 120090
SILVER DOLLAR RANCH IN. 196953

NARRATIVE:
WE WERE HIRED BY CIVILIZE DESIGN TO PREPARE A 10 LOT SUBDIVISION. MULTIPLE GAPS AND OVERLAPS EXIST BETWEEN THE DEEDS AND SURVEYS. THE SOUTH LINE WE HELD THE CENTER 1/4 FOUND AND THE NE COR OF SILVER DOLLAR RANCH. THE WEST LINE WE HELD THE PINS FOUND IN INSTRUMENT NO. 263416 AFTER DISCUSSING WITH HARMONY DESIGN GROUP WHO ARE DOING THE SUBDIVISION TO THE SOUTHWEST. THE NORTH LINE AND SOUTH LINE WE HELD THE LINE DESCRIBED IN INSTRUMENT NO. 269565.

RECORDER'S CERTIFICATE



SURVEYOR'S CERTIFICATE

I, JEFFREY M. ROWE, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, NUMBER 13856, DO HEREBY CERTIFY THAT THIS MAP AND THE SURVEY REFERRED TO HEREON WERE PERFORMED UNDER MY RESPONSIBLE CHARGE IN ACCORDANCE WITH IDAHO STATE CODE, RELATING TO SURVEYS.

PRELIMINARY PLAT - EUSTACHY-WYSONG RANCH
PART OF NW¹ SECTION 5, TWP. 5 N, R. 45 E, B.M.
TETON COUNTY, IDAHO

TETON VIEW SURVEYING

2847 East 700 North
St. Anthony, Id. 83445
P: 208.516.6877

APPENDIX B

Letter for Shared Fire Pond

August 20, 2024

Michael Wysong
3158 Shallow Springs Terrance
Chico, CA 95928

RE: Shared Use of Fire Suppression Pond Between Dorothy Gayle Ranch and Eustachy-Wysong Ranch

Dear Mr. Wysong,

This letter establishes an agreement for shared use of the fire suppression pond proposed on Lot 1 of the Dorothy Gayle Ranch with costs allocated proportionally based on the number of lots served by the fire suppression pond

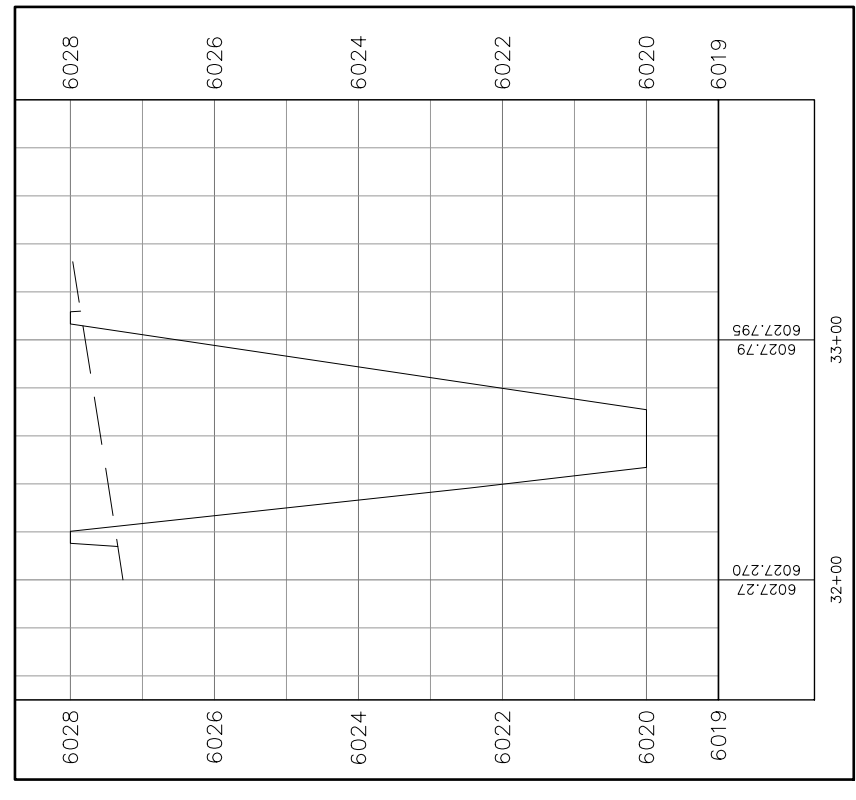
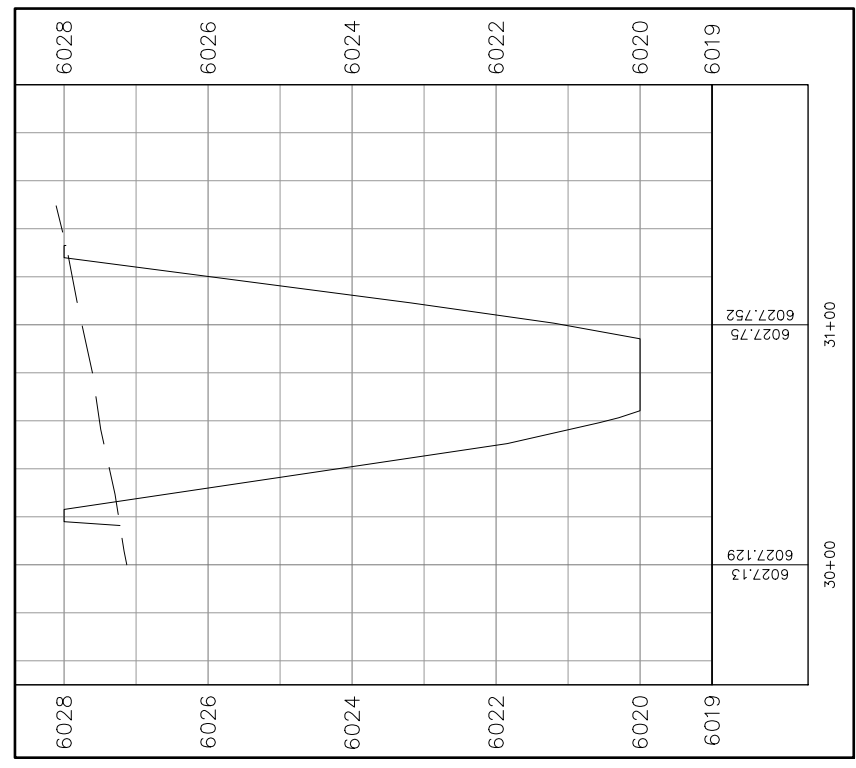
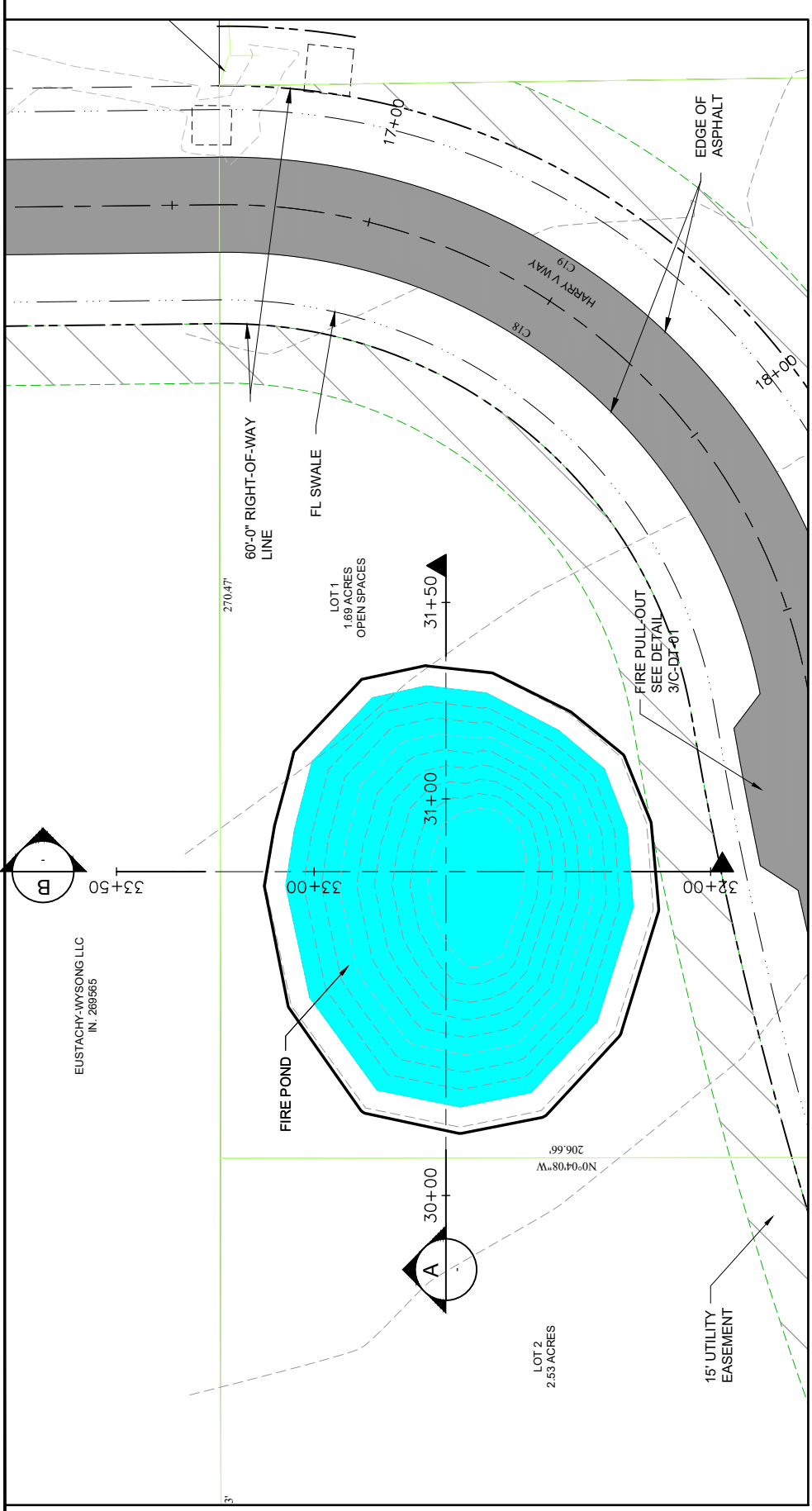
The Dorothy Gayle Ranch has proposed a fire suppression pond on Lot 1 near the entrance to the proposed Dorothy Gayle Ranch subdivision which is located immediately south of the proposed Eustachy-Wysong Ranch. The fire marshal has approved the use of the fire suppression pond for the Dorothy Gayle Ranch and currently supports shared use of fire suppression ponds.

The two developments currently share access to a county road via easement through neighboring property with the Dorothy Gayle Ranch access through existing easements on the Eustachy-Wysong Ranch. The shared road access is complementary to the shared use of a fire suppression pond.

Sincerely,



Curt Behle



NO.	REVISIONS	BY	DATE

Civilize, PLLC
Management and Engineering

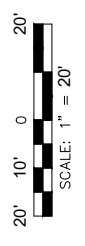
PROJECT NO. 0204/2022
DRAWN: D. MILLER
DESIGNED: B. CROWTHER
APPROVED: B. CROWTHER

DOROTHY GAYLE RANCH

SUBDIVISION
FIRE POND SITE PLAN

SHEET NO.: C-FP-01
DATE: JANUARY 2023
PAGE NO.: 7 OF 13

- CONSTRUCTION NOTES:**
- GENERAL NOTES - DRY HYDRANT AND FIRE POND
- DESIGN AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH NFPA 1231 "STANDARD ON WATER SUPPLIES FOR SUBURBAN AND RURAL FIRE FIGHTING."
 - FLOW: PER THE LOCAL FIRE MARSHAL, THE DRY HYDRANT SYSTEM SHALL BE CAPABLE OF PROVIDING A FLOW RATE OF 1,000 GALLONS PER MINUTE FOR TWO HOURS (120,000 GALLONS)
- POND VOLUME AND CONFIGURATION**
- THE INTAKE STRAINER SHALL BE PLACED AT LEAST EIGHT FEET BELOW THE NORMAL WATER ELEVATION OF THE POND
 - THE TOP TWO FEET OF WATER BELOW THE NORMAL WATER ELEVATION SHOULD ALLOW FOR DROUGHT AND ICE CONDITIONS AND SHOULD BE CONSIDERED NON-USABLE
 - THE SIX FEET IMMEDIATELY ABOVE THE INTAKE STRAINER SHOULD BE CONSIDERED USABLE WATER WITH A TOTAL VOLUME IN THIS ZONE OF 120,000 GALLONS
 - A MINIMUM OF TWO FEET SHALL SEPARATE THE BOTTOM OF THE INTAKE STRAINER AND THE BOTTOM OF THE POND.
- DRY HYDRANT PLACEMENT**
- THE DRY HYDRANT FITTING AT THE ROAD SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LOCAL FIRE DISTRICT.
- SPECIFICATIONS**
- PIPING, ELBOWS, AND COUPLINGS, REDUCERS, AND UNDERWATER STRAINER SHALL BE SCHEDULE 40 OR HEAVIER PVC AND SHALL BE JOINED WITH APPROPRIATE PVC-TYPE CEMENT ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS TO ENSURE THE JOINTS ARE AIRTIGHT.
 - HORIZONTAL PIPING SHALL HAVE A MINIMUM INSIDE DIAMETER OF SIX INCHES.
 - RISER PIPING SHALL HAVE A MINIMUM INSIDE DIAMETER OF SIX INCHES.
 - AN INTAKE STRAINER CAPABLE OF SUPPORTING THE FLOW REQUIREMENTS SHALL BE PROVIDED.
 - HORIZONTAL PIPE SHALL BE BURIED AND PLACED NEARLY LEVEL WITH MINIMUM COVER OF 5 FEET BELOW FINISHED GRADE.
 - THE NORMAL WATER SURFACE IN THE RISER SHALL BE A MINIMUM OF 4 FEET BELOW FINISHED GRADE UNLESS ALTERNATE FROST PROTECTION IS PROVIDED.



- POND CONSTRUCTION**
- THE FOUNDATION AREA, POOL AREA, AND BORROW AREA SHALL BE CLEARED OF ALL TREES, STUMPS, ROOTS AND OTHER DEBRIS.
 - TOPSOIL SHALL BE STRIPPED FROM THE FOUNDATION AREA AND STOCKPILED FOR FUTURE USE.
 - THE FOUNDATIONS AREA SHALL BE SCARIFIED BEFORE THE FIRST LAYER OF FILL IS PLACED.
 - SUITABLE FILL MATERIAL FOR EMBANKMENT CONSTRUCTION SHALL BE USED TO CONSTRUCT THE POND LINER. MATERIAL SHALL CONTAIN A MINIMUM OF 40% CLAY AND SHALL BE FREE OF SOD, ROOTS, FROZEN SOIL, STONES, ETC.
 - THE PRINCIPAL OUTLET SHALL BE PLACED ON A FIRM FOUNDATION TO THE LINES AND GRADES SHOWN ON THE PLAN.

DESIGN CRITERIA:

FIRE FLOW: 1,000 GPM X 2 HOURS
 VOLUME REQUIRED: 120,000 GALLONS
 FREEBOARD: J FOOT
 ALLOWANCE FOR ICE: 2 FEET

POND DESIGN

SURFACE AREA: 5,000 SQUARE FEET
 SIDE SLOPES: 4H:1V
 MAXIMUM DEPTH: 9 FEET
 AVERAGE WIDTH: 60 FEET
 AVERAGE LENGTH: 100 FEET
 CALCULATED TOTAL VOLUME ESTIMATE: 230,000 GALLONS
 CALCULATED USABLE VOLUME (WITH ICE): 150,000 GALLONS

This document or any part thereof in detail or design concept is the property of Civilize, PLLC and shall not be copied without the written authorization of Civilize, PLLC.

APPENDIX C

Revised CC&Rs

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EUSTACHY-WYSONG RANCH SUBDIVISION

This is a Declaration of the Protective Covenants, Conditions, and Restrictions regulating and controlling the use and development of real property, made effective this 7 Day of July, 2024, by **Eustachy-Wysong Ranch** subdivision, identified as, Teton County, Idaho, consisting of **Eustachy-Wysong, LLC**, an Idaho Limited Liability Company, herein referred to as “Declarant” the Owner or Beneficial Owner of all the lots in the Eustachy-Wysong Ranch subdivision, according to the plat filed for record in Teton County, Idaho, and which shall herein be referred to as “properties.” Eustachy-Wysong Ranch Homeowners Association, Inc. (“Association”) is bound and governed by the terms of this Declaration.

ARTICLE 1 - PURPOSE AND DECLARATION

NOW THEREFORE, the declarant hereby declares that all properties described shall be owned, held, sold, conveyed, encumbered, leased, used, occupied, and developed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of said land and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns.

ARTICLE 2 - DESIGN GROUP AND COMMITTEE

“Design Group and Committee” shall mean a committee consisting of two or more people to consider and act upon proposals for plans submitted for construction. The initial committee shall consist of the Declarant. Upon the sale of 75% of the lots, the successors to the Design Group shall be elected by the existing Lot Owners. The Lot Owners shall be entitled to one vote per lot and a determination shall be made at that time, prescribing the number and size of the Design Group.

ARTICLE 3 - HOMEOWNERS ASSOCIATION

After 15% of the lots have been sold, a Homeowners Association shall be formed from the existing Lot Owners to administer and enforce these covenants. Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a member of the Association so long as such Owner has an ownership interest in a Lot and such membership shall automatically terminate when the Owner ceases to have an ownership interest in the Lot. Upon the transfer of an ownership interest in a Lot the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. If titled ownership to a

Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such Persons in the same proportional interest and by the same type of tenancy in which title to the Lot is held. Notwithstanding the foregoing, the Declarant shall also be granted voting rights as a Class "B" Member, as defined below.

The members of the Association shall hold meetings at intervals set by the Association. Additional regular or special meetings of the members may be held if deemed necessary. This entity shall be responsible for the contracting for services and the collection of Homeowners Fees along with the disbursement of the same.

ARTICLE 4 - VOTING

Each Owner shall be entitled to one (1) equal vote for each Lot in which they are an Owner. Si an Owner may be more than one Person, if only one of such Person(s) is present at the meeting of the Association that Person shall be entitled to cast all votes appertaining to that Lot. But if more than one of such Person(s) is present, the votes appertaining to that Lot shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast the votes appertaining to that Lot without protest being made forthwith by any of the others to the person presiding over the meeting. The votes appurtenant to any one Lot may not be divided between Owners of such Lot or with respect to matters before the Association, and all such votes appurtenant to any one Lot shall be voted in one block. If the vote of a majority of the owners of a Lot cannot be determined, no vote shall be cast in relation to such Lot. With regard to any approval that requires a specified percentage of the total membership, the total membership shall be calculated from the total number of Owners eligible to vote at the time such approval is sought.

The Association shall have two (2) classes of voting membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of Class "B" membership, if any. Only an Owner that is current on all assessments and/or other fees, and whose Lot does not have any outstanding violations, shall be deemed in good standing and entitled to vote at any annual or special meeting.

(b) Class "B". The Class "B" Member shall be Declarant. In all matters requiring a vote, the Class "B" membership shall receive one hundred (100) votes for each recorded Lot owned by Declarant. The Class "B" membership shall also be entitled to appoint the members of the Board and Association during the Declarant Control Period. During the Declarant Control Period the Declarant may exercise all rights and privileges of the Association, and such additional rights as stated herein, without prior notice, meeting, or vote of the members. It is the intent of this Declaration to allow Declarant to exercise full control of all aspects of the Association and the Subdivision during the Control Period, or sooner if Declarant assigns or terminates its rights in writing.

ARTICLE 5 - CONTROL PERIOD

The Declarant Control Period runs until the first to occur of the following:

- (a) When the total number of votes for the Class “B” Member is less than the total number of votes for the Class A Members (Declarant no longer owns at least one Lot in the Subdivision); or
- (b) When, at its discretion, the Class “B” Member so determines.

Notwithstanding anything to the contrary in this Declaration, Declarant may exercise its discretionary termination of control in whole or in part as to any portion of the Subdivision at its sole election and determination. In doing so as to a portion of the Subdivision, it does not waive any reversionary or remaining control as to all other portions of the Subdivision, the control of which is not expressly terminated by Declarant.

ARTICLE 6 - HOMEOWNERS FEES

Each Lot Owner shall be responsible for his or her pro-rata share for the snow removal, road maintenance, fire pond maintenance, dust control, weed control program, and perimeter fence maintenance. All costs associated with any maintenance occurring on the easement accessing the property shall be included in these fees. On a yearly basis, the homeowner’s association shall assess fees against each lot and notify the respective owners of the same for the following year. Unless the Homeowner’s Association designates otherwise, annual assessments shall be paid in full during the fiscal year and shall be due on the first day of January, of the calendar year. Failure to pay the fees can result in a lien being placed on the lot or lots owned and/or additional legal action. Any installment or other portion of an assessment not paid within 15 days after its due date shall be delinquent and shall be subject to interest and late charges not to exceed the maximum rate permitted by law, as well as all other additional charges. Until 15% of the lots have been sold, the Design Group shall act in this capacity.

ARTICLE 7 – ARCHITECTURAL DESIGN AND CONTROL

No building, fence, or other improvement shall be constructed, erected, or maintained, on a lot in the subdivision, nor shall any addition thereto, or alteration therein, be made until the ideas, plans, specifications, and such other information relating to such improvements have been submitted and approved in writing by the Design Group. In passing upon such plans and specifications, the type of materials, the quality of the materials, and the color to be used shall be considered by the Design Group in approving or disapproving the plans. Consideration shall be given to compliment the type of other structures in the subdivision and no manner be derogatory thereto. The Design Group shall have absolute discretion in making determinations as to acceptability.

ARTICLE 8 - DESIGN REVIEW

All plans and specifications shall be acted upon by the Design Group within 15 days of submission thereof to determine if the proposed use or development conforms to the requirements of these covenants. The Design Group may approve plans and specifications subject to any conditions or modifications which the Design Group determines to be necessary in order to ensure conformity with the requirements of these covenants. The Design Group shall retain one set of plans and specifications.

Limitation of Liability. Neither the Design Group nor any member thereof shall be liable to any party for any action or inaction with respect to any provision of these covenants, provided that such committee or member thereof has acted in good faith.

ARTICLE 9 - DEVELOPMENT AND RESTRICTIONS ON USE

All construction, development, or use shall conform to the following requirements:

A. Provisions in addition to County Land Use Regulations. Conformity with all applicable land use regulations of Teton County, Idaho, shall be required in addition to the requirements of these covenants. In case of any conflict, the more stringent requirements shall govern.

B. Residential Use. Every lot is hereby restricted in use for residential purpose only, and neither the premises, nor any improvements thereon, shall be used for any commercial, including hotel, industrial, public, illegal, or immoral purposes and no nuisance shall be maintained or permitted to exist thereon. No signs for purposes of advertising shall be permitted.

C. Authorized Structures. No building or structure shall be constructed, placed, or maintained on any lot except a single-family residence and one accessory structure. All buildings or structures that have been approved in writing by the Design Group prior to any construction.

D. Accessory structures. All accessory structures, including barns, garages, corrals, and guest residences on any Lot must be approved by the Design Group and must be constructed of the same materials or materials of similar architectural style and quality as the Dwelling on the Lot. Accessory structures are allowed only after the primary Dwelling has been constructed on the Lot. Size, height, color, other features, and placement of all accessory structures must be approved by the Design Group. The total number of all accessory structures shall not exceed one (1). A multipurpose structure may be constructed e.g., a small greenhouse attached to a barn or a guestroom above a secondary garage would be counted as one structure. The purpose of this subsection is to reduce the clutter of buildings and the impact of the scenic view of all owners. All such structures must comply with municipal and County codes. All such structures must be placed behind the fence line. All structures on any lot shall be compatible in design and materials.

E. Driveways/egress. Driveway access to accessory structures shall be the same driveway used to access the main residence, or an extension thereof, so long as a separate driveway from the subdivision interior access road is not installed. It is the intent that driveway access to the interior subdivision access road be minimized.

F. Construction and Architectural Guidelines. All homes and structures must be “Architecturally Significant” in design to distinguish Eustachy-Wysong Ranch from other common subdivisions. All architectural designs, modern or traditional, must include design aspects that respect the farming and mountain lifestyle heritage and traditions of Teton Valley. Modern versions and interpretations using current or future design and construction methods and materials are encouraged and welcomed, but all concepts and designs must be approved by the Design Group first.

No A-frame, Tiny Home, Prefabricated, Mobile, or Yurt structures shall be allowed. Only new construction shall be permitted. No non-approved used materials shall be used. Exterior colors shall be flat, subdued white, dark, in the earth tone range. Color samples, on pieces of all exterior siding and roofing materials to be used, shall be submitted to the Design Group for approval.

No non-approved materials, nor prefabricated materials of any kind other than structural components (wall panels, and truss systems), shall be permitted on any lot. Pre-cast concrete panels and or prefabricated structural panels are allowed for use as construction or architectural components but cannot be used as finished exterior surfaces unless those components are part of the architectural features and approved by the Design Group.

Natural materials shall be preferred. No vinyl siding shall be allowed. Unless otherwise permitted by the design group, no garage, stable, corral or other outbuildings shall be constructed of vinyl materials.

The roofs of all structures shall be constructed of shake shingles, slate, cement, or ceramic tile, approved metallic roof coverings, or such materials as may be approved by the Design Group. Any and all roof pitches are allowed as long as they provide adequate weather-shedding faculties and are not architecturally unappealing. Solar collectors shall not be considered as roofs unless the solar panels are integrated into the roofing system themselves or can be considered an architectural feature and are approved by the Design Group.

All construction shall be completed within one year from the commencement date of construction unless the Design Group approves an extension for good cause. All construction must conform to the Uniform Building Code (UBC). All construction and alteration shall comply with all current county and state building and safety codes. All construction and alteration, in addition, shall comply with all zoning and applicable laws of Teton County, Idaho.

G. Dwelling size Limitations. The interior area of any Primary Dwelling constructed on a Lot, exclusive of the porches and garages, must be at least two thousand (2,000) square feet livable space. An accessory dwelling unit (ADU) may be attached or detached. An attached ADU must comply with current standards for the zoning district may not exceed one

thousand five hundred (1,500) square feet. A detached ADU must comply with current standards for the zoning district and may not exceed the size standard based on the area of the relevant lot.

H. Height Limitations, Setbacks, Building locations. No building shall be of a height which will unreasonably obstruct the view of the Tetons, which is defined as “to block an existing Owner from having natural, direct, line-of-sight to 9,000 ft. and higher of the actual peaks, that includes Mt. Owen, Grand Teton, Middle Teton, and South Teton from said Owner’s place of residence, limited to their main living room window, center of width and at 5 feet high. The right to an “unobstructed view of the Tetons” is given to all Owner’s in their existing main dwelling. Building height shall be measured from established building grade to the highest point of the roof structure but shall not include chimneys or vents. No building or structure of any kind constructed on the lot shall exceed a height of 30 feet above the established building grade.

I. Set Back Requirement for Improvements. All structures shall be set back a reasonable distance from the lot line, be in compliance with applicable County standards and requirements required at the discretion of the Design Group during the design review process.

J. Construction Debris. The burning of construction debris within the Property is strictly prohibited. Builders must repair any damage done to roads or other improvements in connection with their work on the Property.

K. Utilities. All utilities must be installed underground. Electrical and telephone lines, cable and or fiber will be installed underground along the roads accessing the subdivision. All propane tanks and similar facilities shall be (i) installed underground, screened, or enclosed in a separate structure, or constructed as an integral part of the main structure of the residence, all in accordance with applicable laws and code requirements; and (ii) conspicuously flagged or otherwise marked to be easily identified by fire and other emergency vehicles and by snow removal equipment.

L. Temporary Structure Prohibited. No RV’s or temporary structures, such as trailers, tents, shacks, or other similar buildings used as a residence or habitation shall be permitted on the lot, except during construction as authorized by the Design Group or visitation for 90-day maximum per calendar year.

M. Vehicles. Construction on each lot must include garaged parking, attached or detached, for a minimum of 2 automobiles. No dilapidated, un-repaired, inoperable, or unsightly vehicles or similar equipment (working or non-working) shall be parked or stored on any portion of the Property (including streets and driveways) unless enclosed by a structure or screened from view behind the side yard. All boats, travel trailers, recreational vehicles, motorhomes, campers, or similar vehicles shall be stored in a garage or shielded from the road and/or neighbors.

N. Livestock and Household Animals. Owners may keep a reasonable number of dogs, cats, or other domestic household pets, which must be contained in designated, enclosed areas to prevent interactions with wildlife. It is the responsibility of each Owner to maintain and

restrain all animals to eliminate disturbance or annoyance of others and wildlife. To ensure the safety of wildlife, domestic cats should not be permitted to roam freely outdoors, particularly to prevent mortality of songbirds and waterbirds protected by Teton County. Special care should be taken to keep cats out of the riparian/emergent wetlands habitat on the western portions of the development.

Moreover, livestock, including horses, pigs, sheep, or other farm animals, may be kept for non-commercial purposes, subject to the maximums listed in the table below. Owners are obligated to prevent disturbance or nuisance of their livestock to other Lot Owners, ensuring harmony within the community.

Livestock	Max # Grazed per 2.5 Acres	Max # Boarded / Penned per Lot Owner
Horses/Lama	2	6
Cattle	0	0
Pigs	0	2
Chickens	15	15
Goats/sheep	2 (staked)	4

O. Duty to Maintain. The Eustachy-Wysong Ranch Subdivision is an agriculturally supportive development and as such Owners shall ensure undeveloped areas of their Lots are kept as agricultural ground, in a manner for ease of tillage or planting and harvesting crops as default (unfenced where applicable). Owners may opt to individually or mutually lease property areas for this purpose to support the healthy maintenance of the subdivision. This keeps the unconstructed areas healthy, green in the summer and white and open in the winter. The Design Group may establish other rules and standards for maintaining Dwellings, Improvements, and Landscaping on Owner Lots. It is the obligation of each Owner to maintain their Lot at all times in order to preserve and enhance the enjoyment of the Subdivision. The Owner shall be responsible for keeping the Dwelling and Improvements thereon in a clean and sanitary condition, free of pests and rodents, and uncluttered.

Landscaping around dwellings and structures shall be kept in a healthy, well-trimmed manner, free from weeds, with lawns properly watered, fertilized, and mowed on a regular basis, and trees pruned. The Owner shall comply with County rules regarding noxious/invasive weeds/thistles and follow control recommendations to keep Lot(s) free from thistles. Trees adjacent to Solstice Circle and Eclipse Place are intended to be species that are indigenous to the local area such as pine, aspen, etc., and will not be planted as to, nor when fully grown, “obstruct the view of the Tetons” as defined in Section 1. Owners are responsible to maintain said trees on their Lot(s).

Refuse, garbage, and trash shall be kept, at all times, in a covered container, and any such container shall be kept within an enclosed structure. Service areas, storage piles, compost piles, and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view. No lumber, grass, shrub, or tree clippings or plant waste, metals, bulk materials or scraps or refuse or trash shall be kept, stored, or allowed to accumulate on the lot.

(a.) Blithe – All property Owners shall be responsible for cleaning and maintaining their property to a standard that is respectful of adjacent property owners and the subdivision by maintaining visually appealing properties. This means no abandoned vehicles, junk, trash, signs, or other materials and activities that may negatively affect the property values of the subdivision. Any property deemed by the Homeowner's Association or a majority of property Owners to be visually or physically offensive will be subject to penalties and made responsible for the cleanup. If the property owner is unwilling or unable to perform the required cleanup, the homeowner's association will assume that responsibility and a \$1000 penalty will be assessed to the lot, and a lien recorded in the Office of the Clerk of Teton County, Idaho, to collect the penalty and the cost of the cleanup.

P. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to Owners in the area in the enjoyment of their lots. In determining whether there has been a violation of this paragraph, recognition must be given to the premise that adjoining Owners, by virtue of their interest and participation, are entitled to the reasonable enjoyment of the natural benefits surrounding the lot.

Q. Light Pollution. Without limiting the foregoing, no light shall be emitted from a lot which is unreasonably bright or causes unreasonable glare for any adjacent Lot Owner. Downward-directed, low-wattage, dark sky lighting, in conformance with the Teton County, Idaho, Dark Sky Lighting Ordinance 9-4-12, is required. Outdoor lighting will be designed to downcast, per Teton County's Dark Sky Lighting Ordinance, to minimize light pollution and its adverse effects on wildlife and neighboring properties. Bright lights have been shown to disrupt wildlife movement and impair avian species' navigation abilities. Motion detector lights are encouraged, provided they meet the requirements for floodlights. When not needed, such as when the residence is unoccupied, lights should remain off to mitigate disturbance to wildlife.

R. Solar Collectors. Solar collectors may be of any construction, materials or pitch required for efficient operation, but they shall not be placed on any structure in a manner which causes objectionable glare to any neighboring residence. Solar collectors shall be integrated into the structure of a residence, garage, carport, or accessory building and shall not be free-standing. If for whatever reason it is deemed necessary to create a free-standing solar system, that system shall be completely enclosed and shielded from view of the road and or neighboring properties in a way that is aesthetically pleasing and accepted and approved by the Design Group or majority of Owners. No solar collectors of any kind shall be permitted without specific approval of the Design Group or a majority of the Homeowners.

S. Water System. Each structure designed for occupancy or use by human beings shall be connected to a water supply system at the Owner's expense. Such water system shall conform to the standards applicable to the area, including, without being limited to, the District 7 Health Department and other applicable state or local agencies. Per county regulations, residents are permitted to irrigate 0.5 acres. Irrigation ditches if any are present can be altered

or moved, but water volumes cannot be impeded.

T. Septic Systems. Each Owner will maintain their septic system in compliance with all applicable Eastern Idaho Public Health and Idaho Department of Environmental Quality recommendations.

As per Idaho Statutes, access shall be granted as follows:

TITLE 42

IRRIGATION AND DRAINAGE – WATER RIGHTS AND RECLAMATION

CHAPTER 12 MAINTENANCE AND REPAIR OF DITCHES

42-1204. PREVENTION OF DAMAGE TO OTHERS. *If any water ditches or canals are present, the owners or constructors of ditches, canals, works or other aqueducts, and their successors in interest, using and employing the same to convey the waters of any stream or spring, whether the said ditches, canals, works or aqueducts be upon the lands owned or claimed by them, or upon other lands, must carefully keep and maintain the same, and the embankments, flumes or other conduits, by which such waters are or may be conducted, in good repair and condition, so as not to damage or in any way injure the property or premises of others. The owners or constructors have the right to enter the land across which the right-of-way extends, for the purposes of cleaning, maintaining and repairing the ditch, canal or conduit, and to occupy such width of the land along the banks of the ditch, canal or conduit as is necessary to properly do the work of cleaning, maintaining and repairing the ditch, canal or conduit with personnel and with such equipment as is commonly used, or is reasonably adapted, to that work. The right-of-way also includes the right to deposit on the banks of the ditch or canal the debris and other matter necessarily required to be taken from the ditch or canal to properly clean and maintain it, but no greater width of land along the banks of the canal or ditch than is absolutely necessary for such deposits shall be occupied by the removed debris or other matter.*

U. Waste Disposal - Septic. Each structure designed for occupancy or used by human beings shall be connected to an authorized waste disposal system at the Owner's expense. Such waste disposal system will conform to the standards applicable to the area, including without being limited to, the District 7 Health Department and other applicable state or local agencies. No outdoor toilets shall be permitted, except during construction at which time all construction toilets must be screened from view of other residents. It must be of a storage type and be serviced on a needed basis.

V. Waste Disposal – Bear Attractants. To mitigate the risk of attracting bears, any outdoor food storage areas should be designed to minimize artificial attractants. This involves taking measures to manage or remove livestock carcasses promptly and ensuring that human foods, garbage, and dog food are stored properly.

W. Excavation and Mining. No excavation for stone, sand, gravel, or earth shall be made on any lot, except for such excavation as may be necessary in connection with the erection

of an approved structure or improvement thereon. No oil drilling, oil development operation, quarrying, or mining operations of any kind shall be permitted on any lot without the consent of all Lot Owners of the subdivision. All spoils from excavation related to construction must be replanted within 6 months.

X. Fencing. Fences on the Property shall be treated as improvements and require prior written approval from the Design Group. If a Lot Owner fails to adequately maintain the lot boundary fences, the Design Group may take necessary action after providing proper notice to ensure property values are protected, with any expenses incurred assessed to the Lot Owner. While not mandatory for every Lot Owner, fences must comply with this provision if needed and be maintained accordingly. Additionally, all fences will be designed to minimize impacts on indicator species' current use of the Property and habitat connectivity. Design considerations, conducted by a qualified individual, will account for adjacent land use, especially in the riparian forest/emergent wetlands on the western portion of the Property. Guidelines from the Teton County Idaho Zoning Ordinance will be followed, with livestock containment fences (if permitted) clustered near buildings to regulate livestock use of the wetland habitat, ensuring grazing intensity is low enough to preserve wildlife habitat.

Y. Landscaping. The area between the Lot line and the finished road surface shall be landscaped and maintained by the Owner in a uniform manner. Additional landscaping requirements may be contained in the Design Group Guidelines. Xeriscaping in the front yard may be allowed, subject to submission of a detailed landscape plan and prior written approval by the Design Group. Landscaping shall be maintained in the same location and species as approved in the original Landscape Plan. Modifications to landscaping must be preapproved in writing by the Design Group.

Z. Trees, Landscaping, and Weed Abatement Program. Plans for landscaping and tree and shrubbery planting shall be submitted to the Design Group for prior approval. The Design Group will implement a weed abatement program when the development begins in the subdivision and at the time of road reclamation. Existing lots will not be disturbed and will be left in agricultural use until development begins.

AA. Noxious weeds. Lot Owners are responsible for ensuring that state-listed noxious weeds are kept under control at all times, at their own expense, and that their lots are properly maintained. In the event of non-compliance with weed control, either the Lot Owner or the Homeowners' Association, as applicable, must take action to eliminate the weeds from the affected lots. Failure to comply will result in a \$1000 penalty assessed to the lot, with a lien recorded in the Office of the Clerk of Teton County, Idaho, to collect the penalty and the cost of weed eradication if the Owner does not reimburse the weed control costs. Weed control measures should avoid herbicide use in wildlife habitat areas during the breeding season and promote methods that support the thriving of native plant species. Preservation of existing natural features, such as forested and shrub vegetative cover types, is prioritized to enhance the attractiveness and habitat quality of the property. In addition to controlling noxious weeds, lot owners must ensure that ornamental plants selected for landscaping are non-toxic. Special attention should be given to avoiding the cultivation of ornamental yews, including Japanese yew (*Taxus cuspidata*), European or English yew (*Taxus baccata*), and Chinese yew (*Taxus*

chinensis) and their hybrids, on any portion of the Property.

ARTICLE 10 – EASEMENTS AND SUBDIVISION

A. Easements – Each lot will be assigned one prescribed easement for access to and from the lot onto common roads, based on the final building location and safety of the subdivision as approved by the Design Group. No additional easements can be granted or sold by Lot Owners to other parties. Each lot may or may not be subject to common easements for roads, utilities, maintenance, access, recreation, open space and other possible easement requirements for the proper maintenance and compliance requirements of the subdivision.

B. Fire Control Pond. Easement rights to and around the pond shall be granted to emergency crews for the purpose of utilizing the pond. Easement shall also be granted to the Homeowners Association for the purpose of maintaining the pond. The Homeowners Association shall be responsible for all costs associated with maintaining the pond.

C. Subdivision of Lots - No lots within the Eustachy-Wysong Ranch Subdivision may be further divided.

ARTICLE 11 – LEASES AND RENTAL AGREEMENTS

All lease/rental agreements are made subject to the covenants, conditions, restrictions, limitations, and uses contained in this Declaration. Any failure on the part of any tenant to comply with this Declaration shall constitute a default under the terms of such rental agreement and a violation of this Declaration by the Owner of the Lot.

A. Farming. Owners may provide individual or group leases of their lot(s) or a portion of their lot(s) to individuals for the agricultural purposes of farming and/or grazing. The Association may establish additional rules regulating leasing which may not prohibit the rental rights of Owners in this Section but may impose additional requirements and burdens on the Owner.

B. Third Parties. All Owners' guests, invitees, licensees, tenants, and occupants shall be required to comply with the rules and restrictions of the Association contained in this Declaration and the other Governing Documents including the Teton County code. Owners shall remain responsible and subject to enforcement for the actions of their guests, invitees, licensees, tenants, and occupants.

C. Vacation Rentals. Subject to the foregoing restrictions and any subsequent amendments to this Section that may hereafter be adopted as well as Teton County code and attendant permitting requirements, Owners of Lots shall have the right to rent out their dwellings pursuant to Idaho Code § 55-3211 and § 67-6539: For the purposes of subdivision safety and security and to cover additional expenses caused by excessive use of vacation renters the following conditions will apply to Owners wishing to rent their homes as vacation rentals.

(a) Vacation Rental License Fee - Owners wishing to rent their homes as vacation rentals will be subject to a vacation renter license fee of \$1,000 per year. This

right can be revoked permanently or at any time if the renters cause damage to common areas or violate the right of adjacent Owners to quiet enjoyment of their property.

(b) Rental Terms - Dwellings may be rented by the Owners thereof for short-term, transient or hotel purposes, which shall be defined as:

- 1) a rental for any period less than thirty (30) days, or any rental if the occupants of the dwelling are provided customary hotel service, maid service, furnishing laundry and linen.
- 2) Owner is approved in good standing with a rental or property management agency approved and listed by Eustachy-Wysong Ranch Subdivision. This includes: VRBO®, Airbnb Inc., Teton Valley Property Management, PMI Grand Tetons, Wydaho Property Management.
- 3) All rental agreements are made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration. Any failure on the part of any tenant to comply with this Declaration shall constitute a default under the terms of such rental agreement and a violation of this Declaration by the Owner of the Lot.

(c) Renter Vehicles - Vacation renters shall be limited to no more than 2 vehicles and 1 boat or RV per rental period.

(d) Certificate of Insurance – A Certificate of Insurance shall be required of homeowners wishing to rent their homes as vacation rentals naming the subdivision as additionally insured to protect the subdivision from damage or liability caused by renters. Please contact the Homeowner’s Association for current insurance coverage requirements.

(e) Disposal Fees – Any additional disposal charges caused by excessive waste by rented homes and incurred or charged to the Homeowner’s Association will be the sole responsibility of the Lot Owner and will be charged accordingly.

(f) Rules and Responsibility – In the interest of safety and security and respect for our neighbors the requirements listed above will be strictly enforced. Any violations may result in the permanent revocation of your ability to rent your home for our definition of short-term rentals. In addition, if you are found to be renting your home without proper authorization or payment of your vacation rental license fee from the Homeowner’s Association a \$1000 penalty along with whatever license fee charges will be assessed to the lot, and a lien recorded in the Office of the Clerk of Teton County, Idaho, to collect the penalty and the cost penalty and license fee. All property Owners will be responsible for the actions of their renters that negatively affect the rights and property of other Owners and the subdivision in any way. Check with City and County for other regulations and fees that may apply.

ARTICLE 12 – COVENANTS DURATION, AMENDMENTS, AND ENFORCEMENT

A. Occupancy. No Certificates of Occupancy will be issued until all public improvements are completed. No lots may be sold (warranty deeds transferred) prior to the completion of the improvements for the infrastructure, which are the responsibility of the owner/developer, and/or final plat approval.

B. Severability. Any decision by a Court of competent jurisdiction validating any part or paragraph of these covenants shall be limited to the part or paragraph affected by the decision of the Court, and the remaining paragraphs and the covenants, conditions and restrictions therein shall remain in full force and effect.

C. Duration of Covenants. All the covenants, conditions and restrictions set forth herein shall continue and remain in full force and effect at all times against the property and the Owners and purchasers of any portion thereof. These covenants shall be deemed to automatically renew themselves at ten-year intervals.

D. Amendment. These covenants may be amended at any time by the Declarant prior to the sale of 75% of the lots in the subdivision. Upon the sale of 75% of the lots, a majority of the Lot Owners can amend these covenants.

E. Violations; Enforcement; Liens; Costs. The limitations and requirements for land use and development set forth in these covenants shall be enforceable by the Design Group. A lien may be placed on properties as deemed necessary for assessment collection.

F. The Right to Farm Act. Idaho Code Chapter 45, Sections 22-4501, is hereby made a part of this document.

IN WITNESS WHEREOF, Declarant has executed this declaration effective the day and year first set forth above.

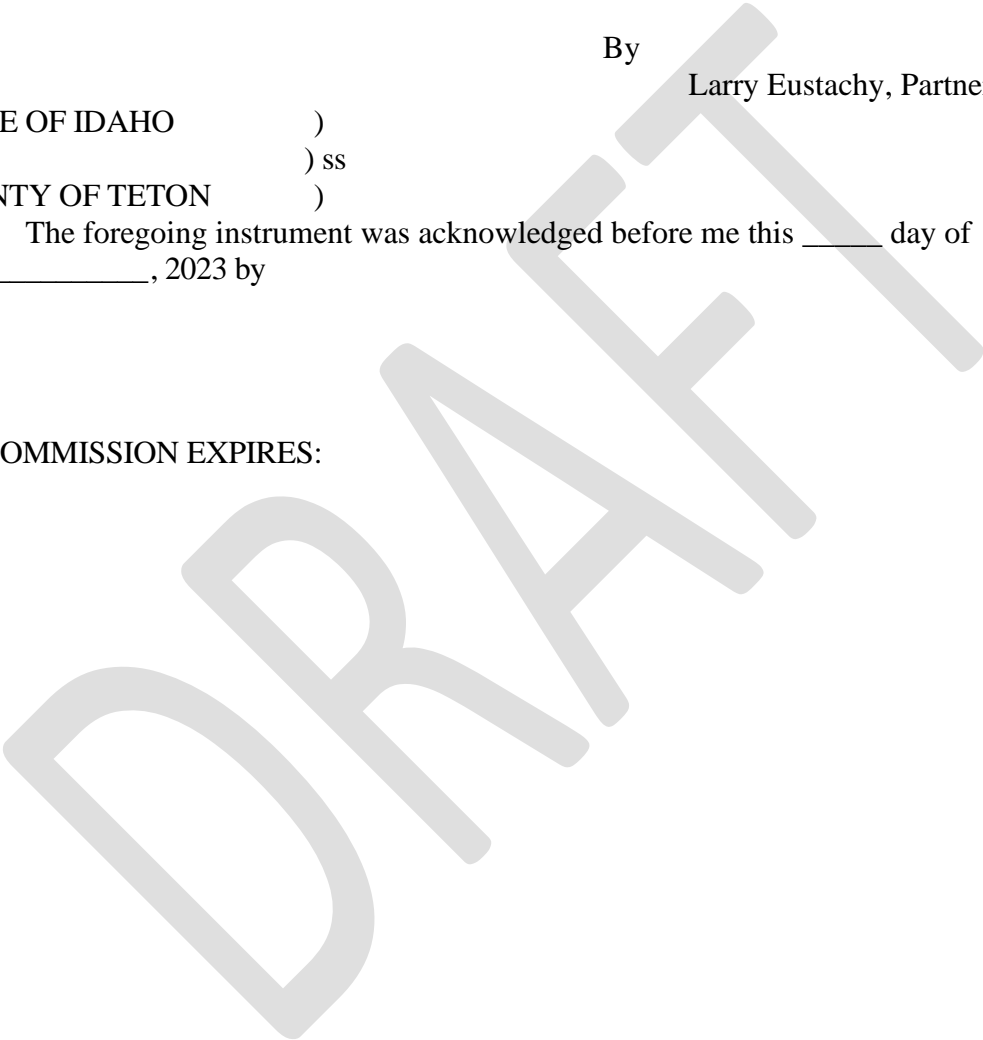
EUSTACHY-WYSONG LLC

By
Larry Eustachy, Partner

STATE OF IDAHO)
) ss
COUNTY OF TETON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by

MY COMMISSION EXPIRES:



APPENDIX D

Revised Utility Plan with Private Utilities

EUSTACHY-WYSONG RANCH
 UTILITY SITE PLAN

EUSTACHY-WYSONG LLC
 PROJECT NO. 01-21-0000
 DESIGNED BY B. CROWTHER
 APPROVED BY B. CROWTHER
 OADC

Civilize, PLLC
 Management and Engineering

NO.	REVISIONS	BY	DATE
1	PRELIMINARY DESIGN	BEG	3/23

C102 - UTILITY PLAN

CONSTRUCTION NOTES

A. GENERAL LOCATION OF UTILITIES IS SHOWN ON THE PLANS. THEY ARE SHOWN FOR GENERAL INFORMATION ONLY AND DO NOT DESIGNATE EXACT UTILITY LOCATIONS. UTILITIES SHOWN MAY NOT BE INCLUDE OF ALL UTILITIES THAT EXIST.

B. THE CONTRACTOR SHALL VERIFY THE DEPTH OF ALL UTILITIES TO BE INSTALLED AND SHALL COMPLY WITH LOCAL CODE SECTION 5-207 AND ALL OTHER APPLICABLE LAWS AND REGULATIONS REGARDING THE PROTECTION OF UNDERGROUND UTILITIES.

C. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND EXPOSE OR IDENTIFY ALL UTILITIES TO BE DELETED, BOTH UNDERGROUND AND OVERHEAD, FOR THE PURPOSE OF PREVENTING DAMAGE TO THEM.

D. THE CONTRACTOR SHALL NOTIFY ALL CONCERNED UTILITY OFFICES AT LEAST 48 HOURS IN WRITING OF THE LOCATION AND DEPTH OF ALL UTILITIES TO BE DELETED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CHANGES TO OR RECONNECTIONS TO UTILITIES AND ALL COSTS RELATED THERETO SHALL BE BORNE BY THE CONTRACTOR.

E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CHANGES TO OR RECONNECTIONS TO SANITARY SEWER, TELEPHONE, GAS, AND ELECTRIC.

F. CONTINUOUS SERVICE - UNLESS OTHERWISE REQUIRED IN THE CONTRACT DOCUMENTS, ALL UTILITIES SHALL BE INSTALLED IN SUCH A MANNER AS TO MAINTAIN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONTRACT PERIOD.

G. ACCIDENTAL INTERRUPTION OF SERVICE - IN THE EVENT OF INTERRUPTION OF OTHER UTILITY SERVICE (ELECTRICITY, TELEPHONE, GAS, AND ELECTRIC), THE CONTRACTOR SHALL MAKE EVERY EFFORT TO RESTORE SERVICE AS SOON AS POSSIBLE.

H. TEMPORARY INTERRUPTION AND RELOCATION - IF THE CONTRACTOR DESIRES TO DISRUPT ANY UTILITIES OR REMOVE ANY UTILITIES FROM THE SITE, THE CONTRACTOR SHALL COORDINATE AND AGREE WITH THE OWNER OR OPERATOR OF THE RESPECTIVE UTILITY AND SHALL BE COMPLETELY RESPONSIBLE FOR ALL COSTS CONCERNED WITH THE DISRUPTION AND RELOCATION.

I. DIMENSIONS TO, OR COORDINATES FOR, MANHOLES, PIPELINES, ETC., ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

J. ELEVATIONS SHOWN ARE TO THE FINISHED SURFACE OR PIPE INVERT UNLESS OTHERWISE NOTED.

K. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL HEALTH DEPARTMENT AND OTHER AGENCIES FOR THE PROPOSED SEWERAGE SYSTEM. THE CONTRACTOR SHALL INVESTIGATE GROUNDWATER CONDITIONS PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY DEWATERING OPERATIONS NECESSARY TO MAINTAIN DRY CONDITIONS FOR CONSTRUCTION OF THE SEWERAGE SYSTEM.

L. UTILITY INSTALLATION SHALL CONFORM WITH TETON COUNTY HASDC AND WITH THE ISWC:

SANITARY SEWER
 N. 7 HEALTH DEPARTMENT
 7 HEALTH DEPARTMENT



PROFESSIONAL ENGINEER
 Brent E Crowther
 8500
 3/14/24
 175 EAST COUNTY
 TETON, WY 83424

SETBACKS FOR SEPTIC TANK

50 FT.
 PROPERTY LINES 5 FT.
 BUILDING FOUNDATIONS 5 FT.
 POTABLE WATER PIPES 2 FT.
 SURFACE WATER 50 FT.

SETBACKS FOR ABSORPTION SYSTEM

WELLS 100 FT.
 POTABLE WATER PIPES 5 FT.
 BUILDING FOUNDATIONS 2 FT.
 POTABLE WATER PIPES 2 FT.

SEPTIC TANKS

SURFACE WATER 6 FT.
 SEPTIC TANK 50 FT.

GROUNDWATER AND SOILS

GROUNDWATER DEPTH (BY EXPLORATION PIT OBSERVED BY HEALTH DEPT.) > 10 FT. 6GS
 SOIL TEXTURAL CLASSIFICATION (A-4 BGS PER DISTRICT HEALTH DEPT.) A-29
 SUBGROUP CORRECTION (ONE SUBGROUP) B-1
 MINIMUM EFFECTIVE SOIL DEPTH BY SOIL DESIGN SUBGROUP TO LIVING LAYER (TGM TABLE 25)

LIMITING LAYER	A-1	A-2	B-1	B-2	C-1	C-2
	6	5	4	3	3	2.5
FRAC TURED BEDROCK	6	5	4	3	3	2.5
NORMAL HIGH GROUNDWATER	6	5	4	3	3	2.5
SEASONAL HIGH GROUNDWATER	1	1	1	1	1	1

MODIFIED EFFECTIVE SOIL DEPTH TO IMPERMEABLE LAYER ALLOWED (TGM TABLE 24)

a. SITE SLOPE SEPTIC SYSTEM E TO W	10% -	0-1%
b. SITE SLOPE DRAIN FIELD E TO W	0-1%	0-1%
c. POTENTIAL MODIFIED EFFECTIVE DEPTH	40 FEET - NO MODIFICATION	<= 1 ACRE
d. LOT SIZE AREA	40 FEET - NO MODIFICATION	<= 1 ACRE

EFFECTIVE SEPARATION DISTANCE TO PERMANENT WATER ALLOWED 20 FEET

REMARKS TO BE PROVIDED TO CONTRACTOR:
 I. SEPARATION DISTANCE TO PERMANENT WATER 20 FEET
 II. SEPARATION FOR LINED POND 100 FEET

CULINARY WATER

R. EUSTACHY WYSONG SHALL HAVE AN INDIVIDUAL WELL UNDER THE DOMESTIC EXEMPTION ALLOWED BY THE STATE OF WYOMING.
 PRIVATE UTILITIES
 S. FALL RIVER ELECTRIC IS THE POWER PROVIDER FOR ELECTRICITY AND WILL DESIGN THE POWER DISTRIBUTION SYSTEM.
 GAS WILL BE PROVIDED BY THE INDIVIDUAL HOMEOWNER THROUGH THE INSTALLATION OF A T. PROPANE TANK.

PLAN VIEW
 SCALE: 1" = 40'