



1327 Rumsey Ave., Cody, Wyoming 82414
Phone: (307) 527-7092, Fax: (307) 527-7093

2 ACRE PARCEL MINUTES FROM CODY



\$49,900

This 2 acre parcel is in a quiet neighborhood just minutes from downtown Cody. Utilities are along the road including natural gas and Northwest Rural Water. Tap fee would need to be paid to hook up to NWRW. Private building site. Country living with easy access to town.

INFORMATION ON THIS PROPERTY WAS OBTAINED FROM SOURCES OTHER THAN THAT OF CANYON REAL ESTATE, LLC, AND IS DEEMED TO BE RELIABLE, BUT IS NOT GUARANTEED BY EITHER THE SELLER OR THE SELLER'S AGENT. THIS OFFERING IS SUBJECT TO CORRECTION, WITHDRAWAL, PRIOR SALE, OR PRICE CHANGE WITHOUT PRIOR NOTICE.



MLS #: L10009490A (Active) List Price: \$49,900

0 Equine Dr Cody, WY 82414



POTENTIAL USES: Residential
APX DEEDED ACRES: 2.05
APX IRRIGATED ACRES: 0
APX LOT SQFT: 0
RIVER/STREAM FRONT: No
TOPOGRAPHY: Flat

AREA: Cody Out of Town
SUBDIVISION: Paddock Estates
COUNTY: Park
SCHOOL DISTRICT: Park County District #6
APX MILES FROM TOWN: 0

NATURAL GAS COMPANY: Energy West
SEWER: InstillSptc
DRAINAGE FEE YEAR: 0
SPECIAL ASSESSMENTS: No

ELECTRIC COMPANY: Rocky Mountain Power
PRIMARY WATER TYPE: Northwest Rural
IRRIGATION FEES \$: 0

HOA: No

INCLUSIONS: none

EXCLUSIONS: none

IRRIG CO: Cody Canal
IRGCOYR2: 0
IRGCOYR3: 0
IRGCOYR4: 0

IRGCO\$: 100

IRGCOYR: 2014

TAX YEAR: 2014 TOTAL TAX \$: 259.72 TAXED W/OTHER LAND: No
PROPERTY RIGHTS: Fee Simple ADJ TO PUBLIC LAND: No PARCELABLE: No
MOBILES ALLOWED: No MODULARS ALLOWED: No DETAILED ZONING: Park Co - 1/2 Acre (R-H)

SELLER FIN: No
DISCLOSURES: No

LEGAL DESCRIPTION: PADDOCK ESTATES THAT PT. OF LOT 24 LYING N. OF A LINE BEGINNING AT THE SE COR. OF SAID LOT, THEN N.84°44'W. FOR 681.33' TO A PT. ON THE W. LINE OF SAID LOT LYING 64' N. OF THE SW COR. (2.05 AC)

PROPERTY FEATURES: Mountain View, Natural Gas to Property, Wooded Acreage
TYPE LEASED LAND: None
PROPERTY ACCESS: County Gravel
HAS STRUCTURE: No

COMMENTS: This 2 acre parcel is in a quiet neighborhood just minutes from downtown Cody. Utilities are along the road including natural gas and Northwest Rural Water. Tap fee would need to be paid to hook up to NWRW. Private building site. Country living with easy access to town.

DIRECTIONS TO PROPERTY: Greybull Hwy. to Equine Drive, turn right(across from KOA), property on right, look for sign

SUBJECT TO 1031: No

OFFICE NAME: Canyon Real Estate, LLC (#.46)

These properties were selected from the MLS Database by the agent listed herein, who may not be the listing agent. Information herein is deemed reliable but not guaranteed.



A F F I D A V I T

RESTRICTIVE COVENANTS - PADDOCK ESTATES

STATE OF WYOMING)

COUNTY OF PARK)

Ken D. Noddings and Lois K. Noddings, husband and wife, and Philip Konop and Anita K. Konop, husband and wife, being first duly sworn on oath according to law, depose and say:

That they are, collectively, the owners of the legal title to certain real property located in Park County, Wyoming and more particularly described as follows:

Lots 1 through 25 of the Paddock Estates, T. 52 N. R. 101 W. Park County, Wyoming, and Tract "C" of the Paddock Estates,

That they have caused a plat of said lands to be prepared, dividing the property into building lots of a minimum area of one (1) acre, and into streets, and designating the same as "Paddock Estates", and have caused said plat to be recorded in the Office of the County Clerk of Park County, Wyoming in Plat Book "C", at Page 50;

That they intend to convey said lots to various purchasers by Deed, subject to the Restrictive Covenants on the part of the purchasers, as are hereinafter set forth, to the end and purpose that the restrictions herein imposed shall inure to the benefit of each and all of the purchasers of said lots, whether they shall have become such before or after the date hereof, and that such Restrictive Covenants will be and become binding upon the heirs, successors and assigns of such owners; that the invalidation of any one or more of these Covenants, by Judgment or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.

COVENANT A. All lots in the tract, without exception, shall be known and described as residential lots, and no structure or structures shall be erected, altered, placed, or permitted to remain on any residential building lot, other than one detached, single-family dwelling, not to exceed two stories in height, and a private garage for not more than three cars, and other appropriate out-buildings incidental to residential use of the plat.

COVENANT B. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line as shown on the plat. Approval shall be by the architectural control committee, composed of any three of the following, namely: Ken D. Noddings, Lois K. Noddings, Philip J. Konop, Anita K. Konop, Robert C. Moofa. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power, through a duly-recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

COVENANT C. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of porches and garages, shall be at least one thousand (1,000) square feet.

COVENANT D. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line, nor nearer than twenty-five (25) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line, and no dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

COVENANT E. No dwelling shall be erected or placed on any lot having an area of less than one (1) acre, provided, however, that in making such computation there will be included any area in any adjacent street, to the mid-line thereof.

COVENANT F. Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat; and also, appropriate easements for the installation and maintenance of a suitable ditch or ditches as necessary to provide irrigation water to the several lots in the subdivision.

COVENANT G. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may, or may become an annoyance or nuisance to the neighborhood. The owners and occupants of the several lots in the subdivision shall be permitted to keep

and maintain suitable barns, sheds, or stalls for horses or cows, but all such buildings, corrals, pastures, and the like, shall be so maintained as not to cause noxious or offensive odors to the neighbors.

COVENANT H. No structure of a temporary character, nor any trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

COVENANT I. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

COVENANT J. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

COVENANT K. UNDERGROUND UTILITIES. Any and all utilities, including, but not limited to, electric lines for either lights or power, cables for T. V., telephone wires, or other similar installations, shall be wholly underground, and no overhead lines or conductors of any kind, or any post, poles or similar installations for the support of the same shall ever be maintained within the subdivision.

COVENANT L. IRRIGATION SYSTEM. It shall be and become the obligation of the owner and holder of each lot in the subdivision to maintain and to clean, at his own cost and expense, in consideration of the mutual obligations by the owners of other lots to do the same, any and all irrigation ditches that are on his property or may hereafter be constructed on his property. In the event any owner of property shall fail, neglect or refuse to maintain or clean his ditch, after a ten-day notice in writing, then the owners and holders of adjacent property who have cleaned and maintained their own ditches may clean and maintain the ditches so neglected, at the cost and expense of the owner of the land on which such ditch is located.

COVENANT M. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

COVENANT N. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

COVENANT O. SEVERABILITY. Invalidation of any one of these covenants by Judgment or Court Order shall in no wise affect

any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands this 7th day of August, 1971.

Ken D. Noddings
Ken D. Noddings

Lois K. Noddings
Lois K. Noddings

Philip J. Konop
Philip J. Konop

Anita K. Konop
Anita K. Konop

The foregoing instrument was acknowledged before me on _____ day of August 1971, by Ken D. Noddings and Lois K. Noddings, husband and wife.

J. E. Dowling
Notary Public J. E. Dowling

My Commission expires: May 27, 1975

The foregoing instrument was acknowledged before me on 16th day of August 1971, as to Philip J. Konop and Anita K. Konop, husband and wife

JOHN H. HANINGTON
NOTARY PUBLIC, State of New York
No. 60-1880315
Qualified in Westchester County
Term Expires March 30, 1978

John H. Hanington

State of Westchester }
County of Park }

This instrument was filed for record on the 14 day of February 19 71 at 9:55 o'clock A. M., and duly recorded in Book 362 records on page 46

By *[Signature]* Notary Public
County of Park



IMPORTANT NOTICE
Canyon Real Estate, LLC
(Name of Brokerage Company)
REAL ESTATE BROKERAGE DISCLOSURE

When you select a Real Estate Brokerage Firm, Broker or salesperson (all referred to as "Broker") to assist you in a real estate transaction, the Broker may do so in one of several capacities. In accordance with Wyoming's Brokerage Relationships Act, this notice discloses the types of working relationships that are available to you.

Seller's Agent. (Requires written agreement with Seller)

If a Seller signs a written listing agreement with a Broker and engages the Broker as a Seller's Agent, the broker represents the Seller. On properties listed with other brokerage companies, the Broker may work as an agent for the Seller if the Seller agrees to have the Broker work as a subagent. As an agent or subagent for the Seller, the Broker represents the Seller and owes the Seller a duty of utmost good faith, loyalty, and fidelity in addition to the **obligations** enumerated below for Intermediaries. Wyo. Stat. §33-28-303(a). The Seller may be vicariously liable for the acts of the Seller's Agent or Seller's Subagent that are approved, directed or ratified by the Seller.

Customer. (No written agreement with Buyer or Seller)

A customer is a party to a real estate transaction who has established no intermediary or agency relationship with any Broker in that transaction. A Broker may work either as an agent for the Seller treating the Buyer as a customer or as an agent for the Buyer treating the Seller as a customer. Also when a Buyer or Seller is represented by another Broker, a Broker may work with the other Buyer or Seller as a customer, having no written agreement, agency or intermediary relationship with either party. A Broker working with a customer shall owe no duty of confidentiality to a customer. Any information shared with Broker may be shared with the other party to the transaction at customer's risk. The customer should not tell the broker any information which the customer does not want shared with the other party to the transaction. The Broker must treat the customer honestly and with fairness disclosing all material matters actually known by the Broker. The Broker owes the Customer the **obligations** enumerated below for Intermediaries which are marked with an asterisks. W.S. 33-28-310(a).

Buyer's Agent. (Requires written agreement with Buyer)

If a Buyer signs a written Buyer Agency Agreement with a Broker, the Broker will act as an agent for the Buyer. If so, the Broker represents the Buyer and owes the Buyer a duty of utmost good faith, loyalty and fidelity in addition to the **obligations** enumerated below for Intermediaries. The Buyer may be vicariously liable for the acts of the Buyer's Agent that are approved, directed or ratified by the Buyer. As a Buyer's Agent, Wyoming law requires the Broker to disclose to potential Sellers all adverse material facts, which may include material facts regarding the Buyer's financial ability to perform the terms of the transaction. Wyo. Stat. § 33-28-304(c). As a Buyer's Agent, Broker has duties to disclose to the Buyer certain information; therefore, the Seller should not tell Broker any information which the Seller does not want shared with the Buyer.

Intermediary. (Requires written agreement with Seller and/or Buyer)

The Intermediary relationship is a non-agency relationship which may be established between a Broker and a Seller and/or a Broker and a Buyer. A Seller may choose to engage a Broker as an Intermediary when listing a property. A Buyer may also choose to engage a Broker as an Intermediary. An Intermediary shall not act as an agent or advocate for any party and shall be limited to providing those services set forth below. Wyo. Stat. § 33-28-305.

As an Intermediary (Non-Agent), Broker will not represent you or act as your agent. The parties to a transaction are not legally responsible for the actions of an Intermediary and an Intermediary does not owe the parties the duties of an agent, including the fiduciary duties of loyalty and fidelity. Broker will have the following **obligations** to you:

- perform the terms of any written agreement made by the Intermediary with any party or parties to the transaction;
- exercise reasonable skill and care; *
- advise the parties to obtain expert advice as to material matters about which the Intermediary knows but the specifics of which are beyond the expertise of the Intermediary; *
- present all offers and counteroffers in a timely manner; *
- account promptly for all money and property Broker received; *
- keep you fully informed regarding the transaction; *
- obtain the written consent of the parties before assisting the Buyer and Seller in the same real estate transaction as an Intermediary to both parties to the transaction;
- assist in complying with the terms and conditions of any contract and with the closing of the transaction; *
- disclose to the parties any interests the Intermediary may have which are adverse to the interest of either party;
- disclose to prospective Buyers, known adverse material facts about the property; *
- disclose to prospective Sellers, any known adverse material facts, including adverse material facts pertaining to the Buyer's financial ability to perform the terms of the transaction; *
- disclose to the parties that an Intermediary owes no fiduciary duty either to Buyer or Seller, is not allowed to negotiate on behalf of the Buyer or Seller, and may be prohibited from disclosing information about the other party, which if known, could materially affect negotiations in the real estate transaction.

- disclose Buyer's intent to occupy property as primary residency.

As Intermediary, Broker will disclose all information to each party, but will not disclose the following information without your informed consent:

- that you may be willing to agree to a price different than the one offered;
- the motivating factors for buying or selling the property;
- that you will agree to financing terms other than those offered; or
- any material information about you, unless disclosure is required by law or if lack of disclosure would constitute dishonest dealing or fraud.

Change From Agent to Intermediary – In-House Transaction

If a Buyer who has signed a Buyer Agency Agreement with Broker wants to look at or submit an offer on property Broker has listed as an agent for the Seller, the Seller and the Buyer may consent in writing to allow Broker to change to an Intermediary (non-agency) relationship with both the Buyer and the Seller. Wyo. Stat. § 33-28-307.

An established relationship cannot be modified without the written consent of the Buyer or the Seller. The Buyer or Seller may, but are not required to, negotiate different commission fees as a condition to consenting to a change in relationship.

Designated Agent. (requires written designation by the brokerage firm and acknowledgement by the Buyer or Seller)

A designated agent means a licensee who is designated by a responsible broker to serve as an agent or intermediary for a Seller or Buyer in a real estate transaction. Wyo. Stat. § 33-28-301 (a)(x).

In order to facilitate a real estate transaction a Brokerage Firm may designate a licensee as your agent or intermediary. The Designated Agent will have the same duties to the Buyer and Seller as a Buyer's or Seller's Agent or Intermediary. The Broker or an appointed "transaction manager" will supervise the transaction and will not disclose to either party confidential information about the Buyer or Seller. The designation of agency may occur at the time the Buyer or Seller enters into an agency agreement with the Brokerage Firm or the designation of agency may occur later if an "in house" real estate transaction occurs. At that time, the Broker or "transaction manager" will immediately disclose to the Buyer and Seller that designated agency will occur.

Duties Owed by An Agent But Not Owed By An Intermediary.

WHEN ACTING AS THE AGENT FOR ONE PARTY (EITHER BUYER OR SELLER), BROKER HAS FIDUCIARY DUTIES OF UTMOST GOOD FAITH, LOYALTY, AND FIDELITY TO THAT ONE PARTY. A BROKER ENGAGED AS AN INTERMEDIARY DOES NOT REPRESENT THE BUYER OR THE SELLER AND WILL NOT OWE EITHER PARTY THOSE FIDUCIARY DUTIES. HOWEVER, THE INTERMEDIARY MUST EXERCISE REASONABLE SKILL AND CARE AND MUST COMPLY WITH WYOMING LAW. AN INTERMEDIARY IS NOT AN AGENT OR ADVOCATE FOR EITHER PARTY. SELLER AND BUYER SHALL NOT BE LIABLE FOR ACTS OF AN INTERMEDIARY, SO LONG AS THE INTERMEDIARY COMPLIES WITH THE REQUIREMENTS OF WYOMING'S BROKERAGE RELATIONSHIPS ACT. WYO. STAT. § 33-28-306(a)(iii).

THIS WRITTEN DISCLOSURE AND ACKNOWLEDGMENT, BY ITSELF, SHALL NOT CONSTITUTE A CONTRACT OR AGREEMENT WITH THE BROKER OR HIS/HER FIRM. UNTIL THE BUYER OR SELLER EXECUTES THIS DISCLOSURE AND ACKNOWLEDGMENT, NO REPRESENTATION AGREEMENT SHALL BE EXECUTED OR VALID. WYO. STAT. § 33-28-306(b).

NO MATTER WHICH RELATIONSHIP IS ESTABLISHED, A REAL ESTATE BROKER IS NOT ALLOWED TO GIVE LEGAL ADVICE. IF YOU HAVE QUESTIONS ABOUT THIS NOTICE OR ANY DOCUMENT IN A REAL ESTATE TRANSACTION, CONSULT LEGAL COUNSEL AND OTHER COUNSEL BEFORE SIGNING.

The amount or rate of a real estate commission for any brokerage relationship is not fixed by law. It is set by each Broker individually and may be negotiable between the Buyer or Seller and the Broker.

On _____ (date), I provided (Seller) (Buyer) with a copy of this Real Estate Brokerage Disclosure and have kept a copy for our records.

Brokerage Company Canyon Real Estate, LLC

By Rita Lovell

I/We have been given a copy and have read this Real Estate Brokerage Disclosure on (date) _____ (time) _____ and hereby acknowledge receipt and understanding of this Disclosure.

Seller's Signature _____ Seller's Signature _____

Seller's Signature _____ Seller's Signature _____