DECLARATION OF RESTRICTION

This DECLARATION OF RESTRICTION, (this "Declaration") is made this 29th day of October, 1991 by GFI-Casper Investments Limited Partnership, a Utah Limited Partnership, (hereinafter collectively referred to as "Declarant") for the benefit of the GFI Property (as defined herein); and GFI-Casper Investments Limited Partnership ("GFI"); which is the owner of the GFI Property, with reference to the following facts:

A. Declarant is the fee interest owner of certain real property located in the City of Casper, County of Natrona, State of Wyoming, more particularly described on Exhibit "A" attached hereto (the "Restricted Property").

B. GFI is the fee interest owner of certain real property located in the City of Casper, County of Natrona, State of Wyoming, which real property lies contiguous to the Restricted Property (the "GFI Property").

C. To ensure that the separation required by the applicable fire and building codes of the City of Casper are, at all times maintained, and to allow GFI to construct and maintain its improvements on the GFI Property, Declarant has agreed to place a restriction prohibiting the construction and/or maintenance of certain types of improvements on the Restricted Property.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Declarant, intending to be legally bound, does hereby agree as follows:

1. Building Restriction. No improvement, building, or structure of any kind shall be constructed and/or maintained on or over the Restricted Property which would in any way cause the GFI Property and the structures thereon to be in violation of the building separation provisions of the applicable building and fire codes. Should either Declarant or its successors and assigns violate the foregoing restriction, then GFI or its respective successors and assigns, may, as their sole and exclusive remedies, seek and shall be entitled to injunctive relief and/or specific performance to ensure that the violating improvement, building or structure is removed and that this restriction is fully and strictly enforced.

2. Covenant Running with the Land. The Restricted Property shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to and in accordance
with the restriction set forth in this Declaration, which is declared to be in furtherance of and for the improvement of the GFI Property and for purposes of enhancing its value, use, desirability and safety. The restriction created hereby is imposed as an equitable servitude upon the Restricted Property in favor of the GFI Property, and shall be a covenant running with the land, binding upon and inuring to the benefit of Declarant and GFI, and their respective successors and assigns, and all other persons having or acquiring any right, title or interest, including leasehold interest, in all or any portion of the Restricted Property or the GFI Property, and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have duly executed this Declaration as of the day and year first above written.

DECLARANT: GFI-Casper Investments Limited Partnership, a Utah Limited Partnership.

BY: WGA-Casper, Inc., a Utah Corporation, General Partner

BY: G. Walter Gasser
Its: General Partner

STATE OF Utah )
COUNTY OF Davis )

On the 9th day of December, 1991, personally appeared before me G. Walter Gasser, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public

Janet N. Bowles
Notary Public
STATE OF UTAH
My Commission Expires
October 31, 1993
Utah, UT 84010

500500
A Parcel located in and being portions of Lots 8, 9 and 10, Hodder Park and a portion of Lot 2, Hodder Park II, Additions to the City of Casper, Wyoming and being more particularly described by metes and bounds as follows:

Commencing at the northwesterly corner of Lot 2, Hodder Park; thence along the easterly line of 55 feet wide Walsh Drive N.0°06'E., 545.83 feet to the southwesterly corner of the Parcel being described and the true Point of Beginning; thence from said Point of Beginning and along the westerly line of said Parcel and the easterly line of said Walsh Drive, N.0°06'E., 25.00 feet to the northwesterly corner of said Parcel; thence along the northerly line of said Parcel, N.89°17'E., 546.92 feet to the northeasterly corner of said Parcel and a point in the westerly line of 50 feet wide Thelma Drive; thence along the easterly line of said Parcel and the westerly line of said Thelma Drive, S.0°01'E., 25.00 feet to the southeasterly corner of said Parcel; thence along the southerly line of said Parcel, S.89°17'W., 546.98 feet to the Point of Beginning and containing 15,109 square feet or 0.347 acres, more or less and as shown on the plat attached and made a part hereof.

Exhibit "A"