DECLARATION OF RESTRICTIVE COVENANT

This declaration is executed this date by LUKER REALTY CO., a Wyoming corporation, and L & L INVESTMENTS, a Wyoming general partnership consisting of Betty Jayne Luker and William B. Luker, (hereinafter collectively referred to as "Declarant") and shall provide as follows:

RECITALS

A.  L & L Investments is the owner of Lot 9, Luker Addition to the City of Casper, and Luker Realty Co. is the owner of Lots 58 and 59 of the Longview Addition No. 2 to the City of Casper, all located in Natrona County, Wyoming and all collectively hereinafter referred to as "restricted real property".

B.  Gulley Brothers, L.C., a Wyoming limited liability company, has purchased that portion of the restricted real property as fully described on Exhibit "A" attached hereto.

C.  As a condition to the purchase of said real property by Gulley Brothers, L.C., the Declarant has agreed to place certain restrictive covenants on the restrictive real property as set forth herein.

NOW THEREFORE, the Declarant does hereby declare that the restricted real property as described above shall be subject to the following restrictions, covenants and conditions which shall constitute a covenant upon said lands which covenants shall run with said restricted real property and shall be binding upon all parties having any right, title or interest therein, including their heirs, successors and assigns and shall inure to the benefit of the owners of those lands as described on Exhibit "A" and to their heirs,
successors and assigns.

1. Declarant covenants and agrees that it shall not construct or permit the construction, operation or maintenance upon the restricted real property (or any portion thereof) of any restaurant or other food service establishment having a seating capacity in excess of ten (10) persons for the purpose of serving food or drink to the public unless the owner or owners of those lands as described on Exhibit "A" shall otherwise agree in writing.

2. Excepted from this restrictive covenant shall be the construction and operation of the restaurant facilities to be constructed upon those lands as described on Exhibit "A" attached hereto, it being the intention of these restrictive covenants that the only restaurant facility that shall be allowed to be constructed and operated upon the restricted real property shall be the facility anticipated to be constructed upon the Exhibit "A" property by GULLEY BROTHER, L.C. and any subsequent restaurant or food service operation that may hereafter be constructed or maintained upon said real property as described on Exhibit "A" by the owner or owners thereof.

3. These conditions, covenants and restrictions as contained herein shall continue and be binding upon said restrictive lands and upon the Declarant and its successors and assigns and all persons and parties claiming under them for a period of fifty (50) years from the date hereof. Said covenants shall run with the land and shall bind the present owners and their successors and assigns and all parties claiming under them. The Declarant, GULLEY BROTHER, L.C., and their respective successors and assigns to the real property as described herein shall have the right to sue for and obtain an
injunction to prevent the breach of or to enforce the observance of said covenants and restrictions as set forth herein in addition to ordinary legal action for damages. The failure of any party to enforce any of the covenants and restrictions as set forth herein at the time of its violation shall in no event be a waiver of the right to enforce any subsequent violation. Reasonable attorney fees shall be recovered by the successful party in any proceeding either to enjoin the violation of these covenants, to enforce the observance of said covenants or to recover damages resulting from such violation.

4. The invalidation of any one or any portion of these covenants and restrictions by a judgment, court order, or statute shall in no way or manner effect any of the remaining provisions which shall remain in full force and effect.

DATED this 15th day of November, 1995.

L & L Investments

Betty Jayne Luker

Luker Realty Co.

By: Betty Jayne Luker

William B. Luker

ATTEST: William B. Luker

Secretary

STATE OF WYOMING

County of Athena

ss.

The foregoing was acknowledged before me this 15th day of December, 1995 by Betty Jayne Luker and William B. Luker, as partners of L & L Investments.

Witness hand and official seal.

Notary Public
STATE OF WYOMING    )
                    ) ss.
County of                       )

The foregoing was acknowledged before me this 15th day of December, 1995 by Betty Jayne Luker, President of Luker Realty Co., a Wyoming corporation who represented to me they were duly authorized to execute the foregoing document.

Witness my hand and official seal.  

[Signature]
Notary/Public

My Commission expires:

[Seal]

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A Parcel located in and being a portion of Lot 9, Luker Addition to the City of Casper and all of Lot 59, Longview Addition No. 2 to the City of Casper and being subdivisions of a portion of the NE1/4 NW1/4, Section 12, Township 33 North, Range 79 West of the Sixth Principal Meridian, Natrona County, Wyoming and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Parcel being described and also the northeasterly corner of said Lot 9, Luker Addition and also a point in the curved westerly line of Wyoming Boulevard; thence along the easterly line of said Lot 9, Luker Addition and the westerly line of said Wyoming Boulevard and along the arc of a true curve to the left, having a radius of 1195.92 feet and through a central angle of 6°12'25", southeasterly, 129.56 feet and the chord of which bears S.16°54'21"E., 129.49 feet to the southeasterly corner of said Lot 9, Luker Addition; thence along the southerly line of said Lot 9, Luker Addition and the northerly line of Lot 60, Longview Addition No. 2, S.89°21'07"W., 62.26 feet to the northerly and back corner common to Lots 59 and 60, Longview Addition No. 2 and Lot 9, Luker Addition; thence along the easterly line of said Parcel and Lot 59, Longview Addition No. 2, S.0°14'24"E., 210.03 feet to the southeasterly corner of said Parcel and the southerly and front corner common to Lots 59 and 60, Longview Addition No. 2; thence along the southerly line of said Parcel and Lot 59, Longview Addition No. 2, S.89°39'02"W., 102.05 feet to the southwesterly corner of said Parcel and the southerly and front corner common to Lots 58 and 59, Longview Addition No. 2; thence along the westerly line of said Parcel and Lot 59, Longview Addition No. 2, N.0°44'24"W., 209.86 feet to the northerly and back corner common to Lots 58 and 59, Longview Addition No. 2 and Lot 9, Luker Addition; thence along the southerly line of said Parcel and Lot 9, Luker Addition and the northerly line of said Lot 58, Longview Addition No. 2, S.89°44'30"W., 37.00 feet to a point; thence continuing along the westerly line of said Parcel and across said Lot 9, Luker Addition, N.0°14'24"W., 123.24 feet to the northwesterly corner of said Parcel and a point in and intersection with the northerly line of said Lot 9, Luker Addition; thence along the northerly line of said Parcel and Lot 9, Luker Addition, N.89°18'19"E., 164.18 feet to the Point of Beginning.