

11-383-1

Document Prepared by:
Baumgardner, Brown & Cupp, P.L.C.
P.O. Box 270
Washington, VA 22747
Tax Map Parcel: 22-31, 22-32 and 31-1B

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS & EASEMENTS**

**THIS AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS & EASEMENTS** is made this 7th day of March, 2011, by **ETLAN PARTNERS, LLC**, a Texas limited liability company, hereinafter referred to as the "Etlan Partners" and "Declarant;" **5 RIVERS VINEYARD, LLC**, a Virginia limited liability company, hereinafter referred to as "5 Rivers Vineyard;" and **BARRY L. TINGLER and JOHN S. DAY, TRUSTEES**, either of whom may act, and who join solely for the purpose of consenting to the Amended and Restated Declaration;

WITNESSETH:

Etlan Partners is the owner of two certain tracts or parcels of land, located in Jackson Magisterial District, Rappahannock County, Virginia, shown as Lot 1 containing 39.9143 acres, more or less (**Tax Map parcel 22-31**) and Residue containing 78.5753 acres, more or less (**Tax Map parcel 31-1B**) as shown on a plat of survey entitled "Division of the Land of ETLAN PARTNERS, LLC A Portion of Tax Map 31-1B Lying on the West Side of Route #729 Instrument No. 08-401" prepared by Aaron Mountain Survey's dated September 23, 2009, attached to instrument recorded as Instrument No. 09-1398 among the land records of the Clerk's Office of the Circuit Court of Rappahannock County, Virginia ("the Plat");

5 Rivers Vineyard is the owner of a certain tract or parcel of land, located in Jackson Magisterial District, Rappahannock County, Virginia, shown as Lot 2 containing 25.5516 acres, more or less (**Tax Map parcel 22-32**) as shown on the Plat;

The properties of Etlan Partners and property of 5 Rivers Vineyard are subject to the terms and conditions of a Declaration of Covenants, Conditions, Restrictions & Easements dated October 14, 2009 recorded as Instrument No. 09-1398 among the land records of the Clerk's Office of the Circuit Court of Rappahannock County, Virginia;

Section VI, paragraph C of the original Declaration of Covenants, Conditions, Restrictions & Easements dated October 14, 2009 provided for Amendments to the Declaration of Covenants, Conditions, Restrictions & Easements by a recorded instrument bearing the signatures of a majority of the Owners;

Etlan Partners and 5 Rivers Vineyard, being all of the Owners, desire to amend the original Declaration of Covenants, Conditions, Restrictions & Easements dated October 14, 2009 as set forth herein, and to such end have entered into this Amended and Restated Declaration of Covenants, Conditions, Restrictions & Easements;

NOW, THEREFORE, Etlan Partners and 5 Rivers Vineyard declare that the above described properties (hereafter, the "Property") shall be subject to the following covenants,

411111 Ret. to: Sovereign Title
6718 Whittier Ave
McLean, VA 22101

conditions, restrictions, and easements which shall run with the land and shall be for the benefit of and binding upon all present and future owners of the Property or any portion thereof, their heirs, legal representatives, successors, and assigns so long as this Declaration shall remain in full force and effect in accordance with its terms:

1. DEFINITIONS

A. Lot shall mean and refer to any parcel shown on the plat of survey entitled "Division of the Land of ETLAN PARTNERS, LLC A Portion of Tax Map 31-1B Lying on the West Side of Route #729 Instrument No. 08-401" prepared by Aaron Mountain Surveys dated September 23, 2009, attached to the original Declaration of Covenants, Conditions, Restrictions & Easements dated October 14, 2009 recorded as Instrument No. 09-1398.

B. Owner shall mean and refer to the record owner, whether one (1) or more, of any Lot, including Declarant, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded contract of sale, and the contract specifically so provides, then such contract purchaser (rather than the fee owner) will be considered the Owner. For the purpose of determining any vote or amendment of the Declaration, if there is more than one Owner of a Lot, all of the Owners of a single Lot shall be considered a single Owner.

II. EXISTING PROPERTY AND MODIFICATIONS.

A. Existing Property. The real property which is subject to this Declaration are the Lots shown on the plat of survey entitled "Division of the Land of ETLAN PARTNERS, LLC A Portion of Tax Map 31-1B Lying on the West Side of Route #729 Instrument No. 08-401" prepared by Aaron Mountain Surveys dated September 23, 2009, attached to the original Declaration of Covenants, Conditions, Restrictions & Easements dated October 14, 2009 recorded as Instrument No. 09-1398.

B. Modifications. The Declarant may further subdivide the Property strictly in accordance with the Zoning and Subdivision Ordinances of Rappahannock County by executing and recording a Supplemental Declaration in the land records of Rappahannock County, Virginia. Further, a majority of the Owners of Lots acting together may execute and record a Supplemental Declaration containing such additions and/or modifications of the covenants, conditions, restrictions, and easements contained in this Declaration as may be necessary or convenient.

III. GENERAL RESTRICTIONS.

A. Residential & Agricultural Use. Only the following types of buildings and structures shall be erected or maintained on the Property: private dwelling houses for a single family, servant houses or quarters, and guest houses; private garages and utility buildings for the sole use of the Owners and their guests; and buildings such as barns, sheds, stables, and others of like kind to be used for those purposes expressly permitted herein. Lots shall be used only for those purposes designated as "Permitted Uses" (including "Home Occupations") for properties located in "Agriculture Districts" as set forth in the Zoning Ordinance of Rappahannock County, Virginia. Additionally, the following uses (which would otherwise be permitted by the Zoning

Ordinance) shall be expressly prohibited on the Property: mobile home dwellings, animal hospital/veterinary clinic, commercial feed lots, swine farms and poultry farms.

B. Maintenance. Each Owner shall (i) maintain his Lot and all improvements located thereon in a clean, sightly and safe condition; (ii) cause the prompt removal of all trash, debris, and refuse, burn piles, and inoperable vehicles, machinery, and equipment; and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations.

C. Nuisances. No noxious, boisterous, or offensive activities shall be carried on, upon or in the Property, nor shall anything be done thereon which may be or may become a nuisance, fire hazard, or safety hazard to the Property or the Owners. No recreational use of all-terrain vehicles, four-wheelers, three-wheelers, motor- or mini- bikes or, dirt bikes or snowmobiles shall be permitted on the Property. Use of such vehicles in connection with agricultural or agriculturally-related activities, as well as occasional use by Owners and their guests, shall be permitted. The provisions of this section shall not proscribe or limit in any way the rights of Owners to carry on construction activities related to Lot improvements or any activities permitted in Section III.A. Owners and their invitees shall have the right to hunt or otherwise discharge firearms on their own Lots.

D. No Temporary Structures. No structures of a temporary character such as tents, trailers, mobile homes, or recreational vehicles shall be used on the Property as a permanent residence, but only for incidental recreational use by Owners and their guests. Such temporary structures shall be permitted for periods not exceeding twelve (12) consecutive months in connection with construction activities related to Lot improvements.

E. Buildings and Improvements. Any buildings used for residential purposes shall conform to the yard and property setback requirements of the Zoning Ordinance of Rappahannock County. No other buildings, improvements or structures shall be built within fifty feet (50') of any Property line, with the exception of fences and driveway entrance features; and provided, however, that this building setback restriction may be waived in writing by the Owner of the Lot adjoining such Property line.

F. Animals. Common household pets or companion animals shall be permitted on the Property. Livestock as permitted by the Zoning Ordinance of Rappahannock County may be bred, raised, or kept upon the Property. Other animals may be raised and maintained on the Property by Owners only for their personal (i.e. non-commercial) use or consumption.

IV. UTILITIES.

All new facilities for utilities, including, but not limited to gas, electric, telephone, water, sewer, septic, broadband and television, shall be constructed underground, except for utilities existing as of the date of this Declaration, and future utilities along the rights-of-way of public roads. All fuel, gas or propane storage tanks shall be placed underground. No commercial telecommunications towers shall be allowed on the Property.

V. GENERAL PROVISIONS.

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A. Enforcement. If a dispute arises out of or relates to this Declaration, or the breach of any provision hereof, and if the dispute cannot first be settled through negotiation, the parties shall attempt in good faith to settle the dispute by mediation administered by a third party mediator before resorting to litigation. Thereafter, enforcement of the provisions of this Declaration and any Supplemental Declaration shall be by legal proceedings brought by any Owner of any Lot against any person or persons violating or attempting to violate said provisions, either to restrain violation or to recover damages, or both. If the party or parties instituting any such action substantially prevail, they shall be entitled to recover their reasonable attorney's fees incurred in such action. Failure to enforce any covenant or restriction contained herein shall, in no event, be deemed to be a waiver of the right to do so hereafter.

B. Severability. Invalidation of any one or more of the provisions of this Declaration by judgment, court order, or otherwise, shall in no way affect any other provisions hereof, which other provisions shall, in such event, remain in full force and effect.

C. Amendments. This Declaration may be amended in whole or in part, only by a recorded instrument bearing the signatures of a majority of the Owners.

D. Duration. The provisions of this Declaration shall run with and bind the land subject to this Declaration for a term of twenty (20) years from the date hereof, and, thereafter, shall automatically renew for additional twenty (20) year terms unless terminated by an instrument of record executed by those then required for amendment as provided in foregoing Section C.

E. Successors and Assigns. This Declaration shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and shall, unless otherwise stated herein, be binding upon and inure to the benefit of the parties and their respective successors and assigns.

F. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the Owner as it appears on the real estate tax records of Rappahannock County, Virginia.

G. Trustee's Consent. Barry L. Tingler and John S. Day, Trustees under the Deed of Trust made by Declarant dated March 17, 2008 securing a loan from Farm Credit of the Virginias, ACA and recorded in the Clerk's Office on March 19, 2008 as Instrument No. 080000402 (Deed of Trust), either of whom may act, hereby consent to this Amended and Restated Declaration, by and at the direction of the lender, and the Trustees warrant that any foreclosure under the Deed of Trust shall not effect the covenants, conditions, restrictions and easements contained herein.

WITNESS the following signatures and seals:

ETLAN PARTNERS, LLC,
a Texas limited liability company

By: [Signature] (SEAL)
JOHN ALBRIGHT, Manager

STATE OF Virginia
CITY/COUNTY OF Appomattox, to-wit:

The foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements was acknowledged before me by John Albright, Manager, on behalf of Etlan Partners, LLC, on this 18th day of March, 2011.

(SEAL)
[Signature]
Notary Public

CINDY W. ROBINSON
NOTARY PUBLIC
REGISTRATION # 315521
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
APRIL 30, 2014

My commission expires: _____
Notary Registration No.: _____

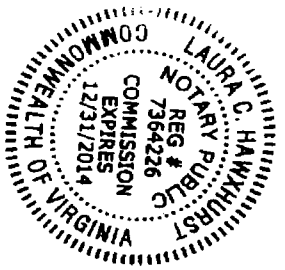
5 RIVERS VINEYARD, LLC,
a Virginia limited liability company
By: [Signature] (SEAL)
AMARDIP RANDHAWA, Manager

STATE OF VIRGINIA
CITY/COUNTY OF EMERY, to-wit:

The foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements was acknowledged before me by Amardip Randhawa, Manager, on behalf of 5 Rivers Vineyard, LLC, on this 31st day of MARCH, 2011.

(SEAL)
[Signature]
Notary Public

My commission expires: 12/31/2014
Notary Registration No.: 7364226



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TRUSTEE:

John S. Day
SOLE ACTING TRUSTEE (SEAL)

STATE OF VIRGINIA, Culpeper
CITY/COUNTY OF _____, to-wit:

The foregoing Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements was acknowledged before me by John S. Day, sole acting Trustee, on this 17th day of March, 2011.

(SEAL) Sandra G. Hetzer
Notary Public

My commission expires: 11-30-14
Notary Registration No.: 229086



INSTRUMENT #110000383
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
APRIL 1, 2011 AT 02:08PM

MARGARET R. RALPH, CLERK
RECORDED BY: LMM

MW