

Ref. 3-9-12 Rapp. Title.

Prepared by: Grantee's Address:

Baumgardner Brown, & Cupp, PLC
P. O. Box 270, Washington, VA 22747-0270

3316 Shepherd Street
Chevy Chase, Maryland 20815

Consideration: \$460,000.00
Assessed value \$40,371.00

Title Insurer: Old Republic National Title Insurance Company
Robert L. Boykin, Jr., L.S., Rappahannock Title, LLC, Washington, VA

THIS DEED, made and entered into this 2ND day of March, 2012 by and between ETLAN PARTNERS, LLC, a Texas limited liability company, party of the first part, hereinafter referred to as GRANTOR; and JEFFREY Y. LIN and LUCIANA L. BORIO, husband and wife, parties of the second part, hereinafter referred to as GRANTEES;

WITNESSETH:

That for and in consideration of the sum of FOUR HUNDRED SIXTY THOUSAND Dollars (\$460,000.00) cash in hand paid to Grantor herein by Grantees, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Grantor herein hereby bargains, sells, grants, and conveys, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto **Jeffrey Y. Lin And Luciana L. Borio**, husband and wife, Grantees herein, as tenants by the entireties with the common law right of survivorship, all the following described tract or parcel of land (**portion of Tax Map 31-1B**), together with buildings and improvements thereon and privileges and appurtenances therewith connected, situate, lying and being in Jackson Magisterial District, Rappahannock County, Virginia, to-wit:

ALL THAT certain tract or parcel of land, lying and being situate in Jackson Magisterial District, Rappahannock County, Virginia, on the West side of State Route 729, containing 52.8849 acres, more or less, known as Lot "A" as shown on a plat of survey by Robert L. Boykin, Jr., L.S. entitled "Plat Showing Division of the Land of ETLAN PARTNERS, LLC" dated February 27, 2012, and which plat of survey is attached hereto, made a part hereof and incorporated by reference herein.

AND BEING a portion of the property conveyed to Etlan Partners, LLC, a Texas limited liability company, by Deed from Latham Farm, LLC, a Virginia limited liability company, dated March 18, 2008 and recorded March 19, 2008 as Instrument Number 08-401 in the aforesaid Circuit Court Clerk's Office.

AND, FURTHER, in consideration of the premises, Grantor hereby grants and conveys unto Grantees, their successors and assigns, a non-exclusive perpetual easement of right-of-way for pedestrian and vehicular ingress and egress across Grantor's property shown as Lot "B" containing 25.9292 acres, which easement is more fully described as "50' Wide Ingress-Egress Easement Hereby Granted" on the aforesaid plat of Robert L. Boykin, Jr., L.S.

AND, in further consideration of the premises and the mutual covenants contained herein, the parties hereby declare and covenant as follows:

(1) Grantor has previously constructed a gravel road along a substantial portion of the right of way. Accordingly, Grantees or their successors or assigns shall be responsible for the cost of completing or enhancing the existing driveway road within the right of way to its terminus at the boundary line of Lot "A," such construction to be of comparable or better quality than the existing roadway. Thereafter, the owner of Lot "A" shall pay two-thirds ($2/3$) of the costs of repair and maintenance of the joint driveway, including costs for removal of snow for snowfalls in excess of six (6) inches, and for the clearing of debris from the joint driveway. The owner of Lot "B" shall pay for one-third ($1/3$) of such costs.

(2) Repairs and/or maintenance, to include the cost of gravel, grading, culvert replacement and any other normal repair and maintenance to said roadway, will be performed when both the owners of Lots "A" and "B" shall so agree in writing, but either party shall have the right to require resurfacing of the driveway easement every five (5) years from the anniversary date of this agreement by giving a written notice to the other at any time within six (6) months from said anniversary dates. The

materials to be used for the surface of the road, and the quality of such materials, shall be mutually agreed upon by the owners of Lot "A" and Lot "B," but shall be of comparable or better quality than the existing roadway.

(3) In addition, if either owner of Lot "A" or Lot "B" (or their family members, contractors, tenants or invitees) causes extraordinary damage to any portion of the road within the right of way, such owner shall individually bear the entire cost to repair said damage and restore said portion of the road to its prior existing condition. During any construction on a lot, the owner of the lot upon which construction is occurring shall be individually responsible for the cost of repairs made necessary by equipment making use of the road during construction.

(4) Repairs, maintenance, snow removal for snowfalls in excess of six (6) inches, and debris removal shall be contracted for by the owners of Lots "A" and "B" or by one owner or the other, if the parties so agree by separate writing to designate one owner for this purpose.

(5) At the time such agreed snow or debris removal, repairs, or maintenance is completed, or upon resurfacing as described above, the owner of each lot shall pay the person or corporation performing such repairs, maintenance, or resurfacing that owner's share of the costs thereof within 30 days after a bill for such services has been submitted by the person or corporation performing such services. If the amounts so due are not paid within said time period, then the owner of either lot paying his share may bring an action at law against the defaulting lot owner and may record in the Clerk's Office of the Circuit Court of the County of Rappahannock, a Notice of Lien against the defaulting lot owner for that lot's share of said costs. Any such lien shall be subordinate to the lien or liens of any previously recorded deed of trust. Costs, interest

at the judgment rate, and reasonable attorney's fees shall be added to the amount of such charge for which said defaulting owner is liable.

(6) The owner of each Lot shall be entitled to install and maintain a mailbox within the right of way in a location approved by the U.S. Postal Service. Further, the owner of each Lot may maintain a sign not to exceed six (6) square feet in size for their respective property within the right of way at the entrance to Virginia Route 729, and provided that the siting of such sign shall not interfere with the use of such right of way. Neither owner shall allow any person to park within the easement, and each owner hereby authorizes the other to arrange for the towing (at the expense of the owner of vehicle) of any vehicle violating this paragraph.

Inclusion of the Tax Map Parcel number in this Deed is pursuant to Section 17.1-252 of the Code of Virginia, 1950, as amended, is not a part of the legal description of the property conveyed, and the Grantor makes no warranty as to its accuracy.

This conveyance is expressly subject to the easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed, which have not otherwise expired by a limitation of time contained therein or have not otherwise become ineffective.

WITNESS the following signatures and seals.

**ETLAN PARTNERS, LLC, a Texas limited
liability company**


By: John Albright, Manager

(SEAL)

12-289-8

STATE OF FLORIDA,

CITY/COUNTY OF Volusia, ss;

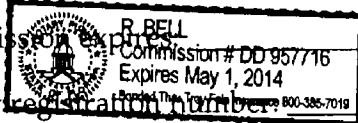
I, Robyn Bell, a Notary Public in and for the County and State aforesaid, hereby certify that **John Albright**, whose name is signed to the foregoing writing as **Manager of Etlan Partners, LLC, a Texas limited liability company**, has this day acknowledged the same before me in my County and State aforesaid.

Given under my hand this 2 day of March, 2012

Bell
Notary Public

(SEAL)

My commission expires May 1, 2014
My notary registration number 957716



INSTRUMENT #120000289
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF RAPPAHANNOCK ON
MARCH 9, 2012 AT 10:03AM
\$460.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$230.00 LOCAL: \$230.00

MARGARET R. RALPH, CLERK
RECORDED BY: LTS

12-289-1

REDUCED SCALE

RECORD NORTH - INSTR. #05-1168

T.M. 21-29B
MASSIE
DB 187, PG. 837

T.M. 22-28
EASTHAM
INSTR. # 05-0524

I.P.F.

1176.32'

N68°49'54"E

I.R.F.

S 08°37'30" E

894.17'

INST.

N 82°55'24" E 392.10'

I.R.P.

WIRE FENCE

STONE WALL

INSTR. #05-1168
LOT 3 (REV)
BATTLE RUN FARM
PHASE I
INSTR. #04-1324
TAX MAP 31-2
INSTR. #06-1817

N20°48'35"W

1835.94'

I.P.F.

O'HEAD ELEC.

STONE

N81°20'22"W

716.50'

LOT "A"
52.8849 ACRES

TAX MAP 31, PG. 10

I.R.S.

PARC
HEREBY

N04°46'12"E 262.50'

Reduced Scale

T.M. 22-28
EASTMAN
INSTR. # 05-0524

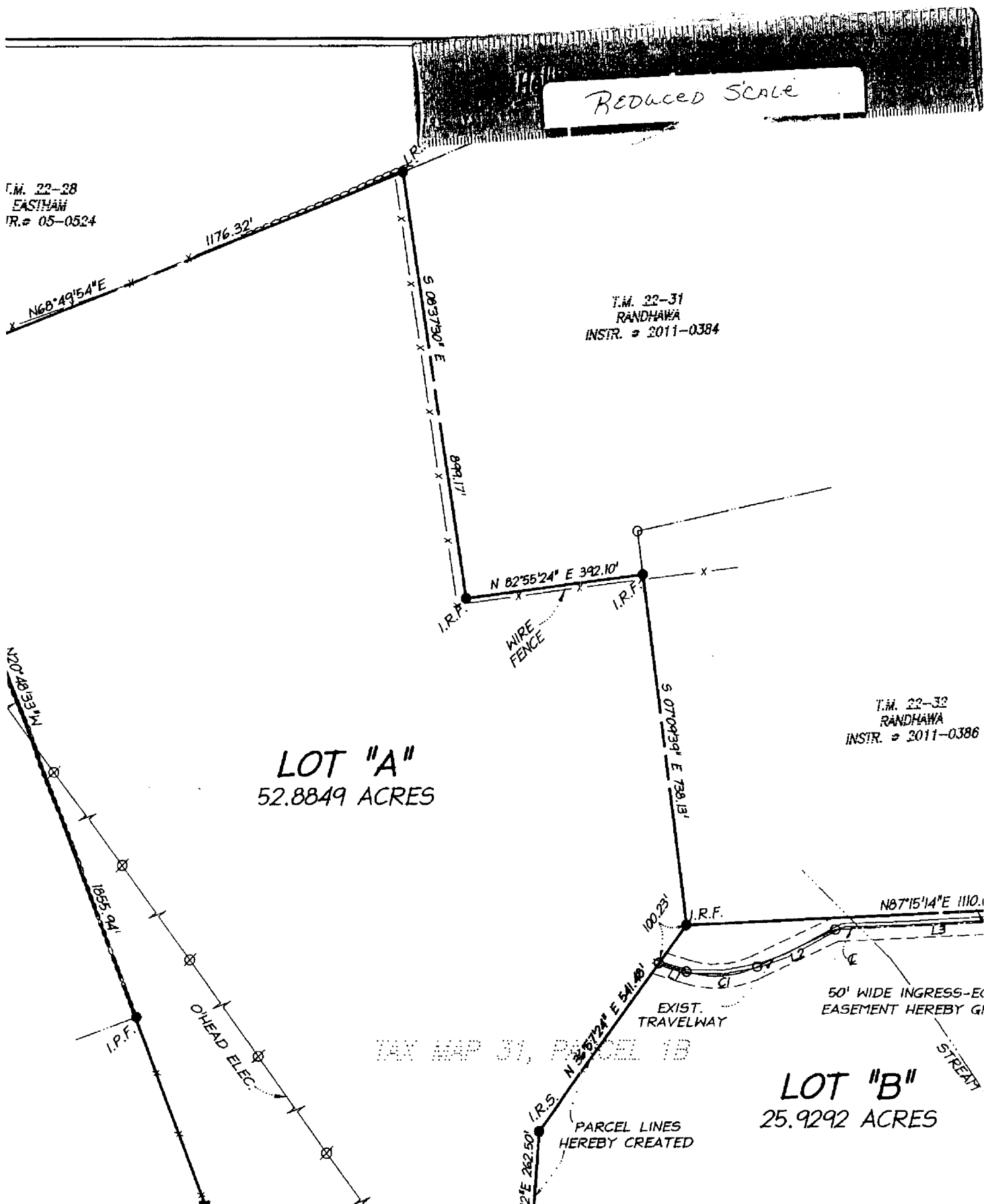
T.M. 22-31
RANDHAWA
INSTR. # 2011-0384

T.M. 22-32
RANDHAWA
INSTR. # 2011-0386

LOT "A"
52.8849 ACRES

TAX MAP 31, PARCEL 1B

LOT "B"
25.9292 ACRES



NOTES:

1. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT, THEREFORE ALL APPLICABLE EASEMENTS AND ENCUMBRANCES OF RECORD ARE NOT NECESSARILY SHOWN.
2. THE PROPERTY SHOWN HEREON IS DESCRIBED AS TAX MAP 31, PARCEL 1B, LYING ON THE WEST SIDE OF ROUTE #729. IT WAS ACQUIRED BY ETLAN PARTNERS, LLC BY DEED DATED MARCH 18, 2008 AND WAS RECORDED AS INSTRUMENT No. 08-401.
3. I.P.F. DENOTES IRON PIPE FOUND.
I.R.F. DENOTES IRON ROD FOUND.
I.R.S. DENOTES IRON ROD SET.

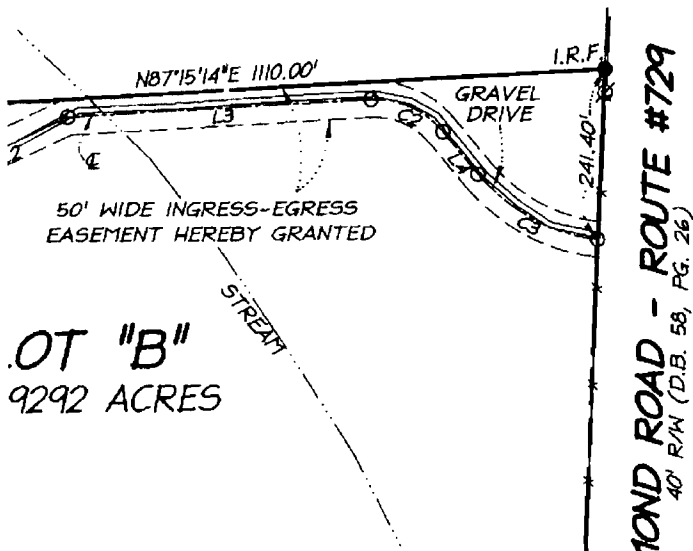
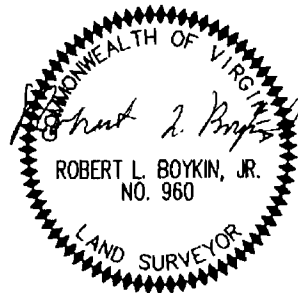
SURVEYOR'S CERTIFICATE:

I, ROBERT L. BOYKIN, JR. A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE LAND DELINEATED BY THIS PLAT REPRESENTS AN ACTUAL SURVEY MADE BY THE UNDERSIGNED, ON THE GROUND, AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Robert L. Boykin, Jr.
ROBERT L. BOYKIN, JR., VA #960

2/27/12
DATE

T.M. 22-32
RANDHAWA
INST. # 2011-0386



12-02-03 DATE
~~RAFFAENOCK COUNTY~~
~~APPROVED~~
~~ZONING ADMINISTRATOR~~
~~RAFFAENOCK COUNTY~~
DATE *2-28-12* #

John
PLAT SHOWING
DIVISION OF THE LAND OF

11-383-1

Document Prepared by:
Baumgardner, Brown & Cupp, PLC
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 17th 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 Surveys 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,

4/11/11 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 an 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.

V. GENERAL PROVISIONS.

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

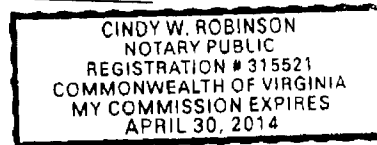
STATE OF Virginia
CITY/COUNTY OF Stafford County, to-wit:

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

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 FAIRFAX, 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



11-383-6

TRUSTEE:

John L. Day (SEAL)
SOLE ACTING TRUSTEE

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)

Sandria 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: LWW

MW