

**BY-LAWS
OF
COOL BREEZE VILLAGE PROPERTY OWNERS ASSOCIATION, LLC**

ARTICLE I

NAME AND LOCATION

The name of the Corporation is Cool Breeze Village Property Owners Association, LLC, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2330 Edmonds Rd. Galax VA. 24333 Grayson County, Virginia, and being situated in the Oldtown Magisterial District of Grayson County, Virginia, and shown on a Plat recorded as M-2137, and being a portion of the land conveyed to LandPlus RV Resorts, Inc. recorded in Deed Book 418 Page 851. See also Deed Book 567 Page 217 wherein LandPlus RV Resorts, Inc. conveyed a thirty (30) foot access easement from Cool Breeze Campground to Route 613 (Edmonds Road) as shown on said plat.

ARTICLE II

DEFINITIONS

Association: shall mean Cool Breeze Village Property Owners Association, LLC, a non-profit corporation responsible for the operation of the property for the benefit of the members of the Association. The Association shall have all powers and duties granted to or imposed upon it by this Declaration and the Bylaws of the Association.

Architectural Committee: shall mean the developer of Cool Breeze Village and or the committees created by Cool Breeze Village Property Owners Association, LLC to over see and manage the improvements placed on the sites governed by these restrictive covenants, and to create guidelines to preserve and to protect against any unnecessary active.

Lot or Lots / Site or Sites: shall mean and refer to any plot of land as shown on the recorded plat of Cool Breeze Village, with the exception of the plots of land labeled "Common Property"

Common Property: are all those areas of land that are located within the area known as Cool Breeze Village that are not deeded to a private entity. The "Common Property" includes, but is not limited to the following: the sewage collection systems, the roads,

pathways, bathhouses, designated recreation facilities in the recreation areas, parking areas, drainage facilities, and any other areas which are for the common benefit and enjoyment of the Owner and which are conveyed or leased as "Common Property."

Common Utilities: are all underground / aboveground electrical power systems, water systems, cable tv systems, sewer systems, septic tanks, Wi-Fi network for internet, common lighting and storm drainage.

Developer: shall mean LandPlus RV Resorts. Inc. its successors and assigns.

Owner of Site or Owners of Site: hereinafter referred to as Owner, shall mean and refer to the owner of record whether one or more persons, firms, associations, partnerships, corporations or other legal entities, in the fee simple title to any lot / site, but the term "Owner" shall not mean and refer to any lessee or tenant of the owner of record.

Family: shall consist of owner(s), their children, their parents, their grandparents and their grandchildren.

Guest(s): are invited person(s) who accompany the Owner to Cool Breeze Village.

Occupant(s): shall mean the person(s) other than the Owner in possession of the Lot / Site.

PUD: Shall mean Planned Unit Development as approved by the Grayson County Planning Commission under the Subdivision Ordinance in Article VII and conforms to Virginia Condominium Act 55-79-39 to 55-79-103.

Phase: Any lots, sites or common area, which are simultaneously made subject to the provisions in these covenants, either now or at a later date. Any additional phases added shall be contained to and shown on the original recorded plat of Cool Breeze Village.

Recreational Vehicle or RV'S: shall mean those vehicles described in these covenants as Eligible Recreational Vehicle.

Declarant: shall mean and refer to Cool Breeze Village Property Owners Association, LLC, its successors and assigns.

Declaration: shall mean and refer to any Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded or to be recorded in the Clerk's Office of Grayson County, Virginia.

Member: shall mean and refer to those persons or entities entitled to membership with voting rights as provided in the Declaration and in Article III, Section 1 of these By-Laws.

ARTICLE III

MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. Every owner of a Site, which is subject to assessments, shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Site subject to assessment. Members / Owners shall be entitled to one (1) vote for each Site in which they hold the interest required for membership. Each site shall have one vote.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the Common Property as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Property to the members of his family, his guest or occupants of lease.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held between April 1 2014 and October 31 2014, and each subsequent regular annual meeting of the Members shall be held between April 1st and October 31th of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. The meetings of members and managers may be held at such places within the Common Wealth of Virginia, County of Grayson, as may be designated by the Managers.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Managers, or upon written request of one-fourth (1/4) of the Members entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such Meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast sixty percent (60%) of the votes of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Site.

**ARTICLE V
BOARD OF MANAGERS, SELECTION, TERM OF OFFICE**

Section 1. Number. A Board of two (2) Managers, who need not be members of the Association, shall manage the affairs of this Association.

Section 2. Term of Office. At the first annual meeting, and at each annual meeting thereafter, the Members shall elect two (2) Managers for a term of one year, or until their successors are properly chosen.

Section 3. Removal. Any Manager may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Manager, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Manager shall receive compensation for any service he may render to the Association as a Manager. However, any Manager may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Managers shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Managers. Any action so approved shall have the same effect as though taken at a meeting of the Managers.

ARTICLE VI

NOMINATION AND ELECTION OF MANAGERS

Section 1. Nomination. A Nominating Committee shall make nomination for election to the Board of Managers. Nominations for election to the Board may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Managers, and two or more Members of the Association. The Board of Managers prior to each annual meeting shall appoint the Nominating Committee until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Managers as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Managers shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF MANAGERS

Section 1. Regular Meeting. Regular meetings of the Board of Managers shall be held quarterly, or at such other periodic intervals as may be established by the Board of Managers from time to time, without notice, at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special Meetings of the Board of Managers shall be held when called by the President of the Association, or by any two Managers, after not less than three (3) days' notice to each Manager.

Section 3. Quorum. A majority of the number of Managers shall constitute a quorum from the transaction of business. Every act or decision done or made by a majority of the Managers present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF MANAGERS

Section 1. Powers. The Board of Managers shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Property, Eligible Recreational Vehicle Guidelines, Motor Vehicles, and the personal conduct of the Members, and their guests thereon;

(b) Suspend the voting rights and any other rights of a Member during any period in which such Member shall be in default in the payment of any assessment, dues or charges levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty(60)days for an infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association, and not reserved to the membership by other provisions of these By- Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Managers to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Managers;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, to prescribe their duties; and

(f) Employ attorneys to represent the Association when deemed necessary.

Section 2. Duties. It shall be the duty of the Board of Managers to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting, when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Site at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability insurance covering the Association, its managers, officers, agents and employees and to procure and maintain adequate hazard insurance on any real and personal property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) Cause any Site, Common Property and Recreation Area, trails, walkways, and access easements to the Recreation Area to be maintained on a weekly basis or as necessary.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Managers, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Managers and following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be (1) year unless they shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date and receipt of such notice or at any later time specified therein, and unless otherwise specifies therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. Multiple Offices. The same person may hold the offices of Secretary and Treasurer. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Managers; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, disability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Association together with their addresses and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Managers; shall authorize payment of all checks and co-sign promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership of its annual meeting and deliver a copy of each to the members.

ARTICLE X

COMMITTEES

The Board of Managers shall appoint an Architectural Committee as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Managers shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest costs and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property, Recreation Area, or abandonment of his Site. The initial annual assessment shall be \$ 900.00 per year, per Site. The Property Owners Association shall make an annual determination as to what the annual assessment shall be for each Site for the following year and shall notify each owner of the new assessment.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Cool Breeze Village Property Owners Association, LLC., Grayson County, Virginia.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of three-fourths (3/4) of all Members.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2. No part of the net earnings of the organization shall inure to the benefit of, its members, managers, officers, or other persons except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes of the organization.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the fully elected and acting Secretary of Cool Breeze Village Property Owners Association, LLC. a Virginia corporation, and

THAT the foregoing By-Laws constitute the original By-Laws of the corporation as duly adopted at a meeting of the Board of Directors hereof, held on the 10^m day of October, 2013.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 31 day of October, 2013.

Robert Sells, Secretary

(Corporate Seal)

City of Grayson
County/wealthy/State of VA
The foregoing instrument was acknowledged
before me this 31st day of Oct,
2013, by Robert Sells
Evelyn B. Osborne
(Name of person seeking acknowledgement)
Notary Public
Commission expires: 11-30-2014
Notary ID: 317902

