

Rimfire Lodge Amenity Fee Policy

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Name:	Amenity Fee Policy

Rimfire Lodge Condominium Association, Inc.
Amenity Fee Policy
Adopted 04/06/20

WHEREAS, Article 6, Section 6.03 of Rimfire Lodge Condominium Association Bylaws grants the Board of Directors all of the powers and duties necessary for the administration of the Association; and

WHEREAS, the Rimfire Lodge Board of Directors has determined that Rental Guests and Long-Term Tenants cause additional wear and tear to the common areas; and

WHEREAS, the Rimfire Lodge Board of Directors is in receipt of notice from Snowshoe Mountain, Inc. that parking fee income will no longer be remitted to the Association thus creating a negative impact to the association's budget and available funds for common area and parking lot maintenance; and

WHEREAS, the Rimfire Lodge Board of Directors has created an Amenity fee to offset the allocated cost of the additional labor and operational expenses of the common areas caused by rental guest and long-term tenants.

NOW, THEREFORE, BE IT RESOLVED THAT the following policy regarding Amenity Fees be adopted by Rimfire Lodge Board.

1. PURPOSE

This Amenity Fee Policy (the " Policy") has been developed by Rimfire Lodge Condominium Association, Inc. (TSA) and applies to all owners, long term tenants and nightly rental guests within Rimfire Lodge community.

All Rimfire Lodge owners and their agents who rent their unit(s) for a monetary income are bound by this Policy and must comply with and abide by all Rimfire Lodge Condominium Association Policies and Rules regardless of whether their guests use Rimfire Lodge facilities and/or parking area(s) or not.

The rental agency or unit owner is obligated to pay all applicable fees to Rimfire Lodge Condominium Association for all rental guests under Section 3 of this Policy.

Any abuse or non-adherence to the Association's policies will be dealt with in accordance with the Uniform Common Interest Ownership Act of West Virginia (UCIOA), which sets forth the ability of the Association to impose reasonable fines for said non-compliance and allows a cease and desist request to be issued to all unit owners, their guests, invitees, or lessees for those actions which are inconsistent with the UCIOA, Condominium Declaration, Bylaws, and the Rules, Policies and Regulations of the Rimfire Lodge Condominium Association.

Rimfire Lodge Amenity Fee Policy

All owners and their agents should obtain a copy of the Policy and any required forms from the Association Manager or through the property owner by way of the Rimfire Lodge Association webpage.

As of May 15, 2020 nightly Amenity Fees shall be collected and remitted in accordance within Section 3 of this Policy on a year-round basis.

2. USER CATEGORIES

A. Rimfire Lodge Property Owners

Rimfire Lodge Property Owners in good standing are granted access to all Association common space as permitted by the Association Bylaws and Policies and Rules during normal operating hours.

B. Rimfire Lodge Rental Guest

A Rimfire Lodge Rental Guest is defined as any person(s) who is renting at Rimfire Lodge and paying a monetary fee, either to the homeowner directly or through an agent representing the homeowner, for a period of less than or equal to thirty (30) consecutive days. The owner is responsible for paying all Amenity Fees due to the Association as stated in Section 3 of this Policy, regardless of whether the owner or his agent collects the fee from the rental guest.

C. Rental Agent

A Rental Agent is defined as any person, corporation, or business that is representing a Rimfire Lodge Homeowner in the nightly rental of their unit(s) including but not limited to Snowshoe Mountain Inc., Snowshoe Properties Management at Snowshoe LLC, Mountain Valley Realty LLC, and Kip Darling LLC dba snowshoerealestate.com. A Rental Agent may also include a self-renting homeowner that may use the services such as VRBO, FlipKey, HomeAway, Airbnb, or any other reservation service.

In accordance with this policy, all Rental Agents doing business within Rimfire Lodge Condominium must adhere to all governing documents including policies, rules, regulations, bylaws, and condominium declaration. All Rental Agents must collect a nightly amenity fees and remit to Rimfire Lodge Condominium Association in accordance with Section 3 of this Policy.

Failure of a Rental Agent to collect and remit the amenity fee does not relieve the primary obligation of the Property Owner to do so in Section 3 of this Policy.

D. Long Term Tenants

Long Term Tenants are defined as persons that are lodging for thirty (30) or more consecutive days and typically sign a long-term lease. In addition, rental agents, acting as landlords including self-renting homeowners, shall collect appropriate monthly amenity fee (*See Rental Agent Amenity Fee Schedule*) from the long-term tenant, and remit in accordance with Section 3 of this Policy.

Long-Term Tenants that are not occupying a full month at the beginning or end of the lease term will still be responsible for a full month Long-Term Tenant Amenity Fee.

Rimfire Lodge Amenity Fee Policy

Current long-term tenant leases are grandfathered and all new long-term tenants landlords as of the effective date of this policy shall collect and remit the appropriate amenity fee on a monthly basis.

3. COLLECTION AND REMISSION OF FEES

All rental agents and self-renting owners (collectively referred to in this Section 3 as "Agent(s)") who are renting to a short-term guest or long-term tenant are engaged in commercial activity and shall remit all Amenity Fees to the Association for the use of the common elements in connection with this commercial activity. Agents shall be required to remit amenity fees, according to the most current fee schedule, regardless of whether the guests of said Agent actually use Rimfire Lodge facilities or park in the parking areas. Owners, through extension of their Agents, shall be solely responsible for the collection and remission of any applicable taxes (including but not limited to WV Sales Taxes) and for compliance with any other requirements of applicable law related to the rental of a unit. All amenity fees are due to the Association whether or not the Agent collects the fee from the guest(s). Agents have the responsibility of collecting all amenity fees from the guest(s).

A. Fees and Payment

The amount of the nightly Amenity Fee is based on the size of the unit. The fees are located on the *Amenity Fee Schedule* that can be found attached to this policy, on the Rimfire Lodge Condominium Association website, or by contacting the Association Manager.

All Agents shall submit the amenity fees to the Association on or before the thirtieth (30th) day of the month for fees collected in the previous month (for example, fees collected in February are due by March 30th). Agents submitting fees to the Association shall also submit a detailed accounting of the nights rented for the previous month including dates, number of nights rented, and fee amount remitted to the Association. Failure to provide the detailed accounting may result in an administrative fee of \$150 per unit being imposed on the unit owner if the Association must collect the accounting data itself.

B. Nonpayment

Failure of the Agent to collect amenity fees from rental guests does not exempt any Rimfire Lodge Property Owner from submitting amenity fees to the Association. Failure to pay amenity fees or falsifying information may result in fines and/or late fees to the unit owner in accordance with the Association's Fines & Enforcement Policy. Property Owners using an Agent to rent their unit are responsible for ensuring the amenity fees are collected and remitted to the Association. Delinquencies incurred due to nonpayment will be handled in accordance with the Association's Collection Policy which can be found on Rimfire Lodge Condominium Association's website or by contacting the Association Manager.

C. Audits

The Association reserves the right to audit all daily amenity fees submitted to the Association by all Agents or Rimfire Lodge Property Owner, as well as any additional information to determine whether fees have been properly remitted under this Section 3.

Rimfire Lodge Amenity Fee Policy

D. Availability

Rental guest access to all common facilities is not guaranteed and is on a first come, first served basis. The Association shall maintain, or cause to be maintained, the facilities in a clean, neat, safe, operable and orderly condition. Access to a parking space in the Rimfire Lodge parking garage is not granted through payment of the Amenity Fee. Parking in the garage is offered on a first come, first serve basis at a separate parking fee for Rimfire Lodge Rental Guests. Access to the garage is facilitated by a parking meter located at the ingress/egress of the garage.

E. Rate Changes to the Fee Schedule and Rimfire Lodge Rental Agent Policy

The Association may review all rates on a yearly basis in conjunction with the Association's budgeting process. The Association reserves the right to change rates at any time. All efforts will be made to provide notice to unit owners and rental agents within 30 days of any rate change.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Rimfire Lodge Condominium Association, Inc., a West Virginia nonprofit corporation, certifies that the foregoing Resolution was adopted by the Board of Directors at a duly called and held meeting of the Board of Directors on the 6th day of April, 2020 and, in witness thereof, the undersigned has subscribed his name.

RIMFIRE LODGE CONDOMINIUM ASSOCIATION, INC.
A West Virginia Nonprofit Corporation

BY:  F42FA6122E0A446...
PRESIDENT

Rimfire Lodge Amenity Fee Policy

Rental Agent Amenity Fees**EFFECTIVE DATE: May 15, 2020****Approved APRIL 6, 2020**

All Amenity fees are considered due by the thirtieth day of the following month. Any delinquencies that exist due to Amenity Fees not being remitted to the Association by the due date or based on the result of an audit will be dealt with in accordance with the Association's Collection Policy.

Amenity fees are nightly fee based on the size of the unit. Rates are the same regardless of the number of vehicles or guests. Rates shall be based on a nightly fee for Rental Guest and a Monthly Fee for Long Term Tenants. Example – Rental Guest rents a 2 bedroom for three nights. The nightly fee if paid before the 30th of the following month would be \$10.00 per night or \$30.00 for the entire stay. All Rental Agents are responsible for collecting amenity fees.

	Pay on or before 30 th day of month
RENTAL GUEST (Nightly Fees)	
Studio	\$5.00
One Bedroom	\$5.00
Two Bedroom	\$10.00
Three Bedroom	\$15.00
LONG-TERM TENANT (Monthly Fee)	
Studio	\$30.00
One Bedroom	\$40.00
Two Bedroom	\$60.00
Three Bedroom	\$80.00

In addition to remitting Amenity Fees to the Rimfire Lodge Condominium Association, Inc., the rental agent is also responsible for remitting all applicable taxes to the State of West Virginia.