

**RESOLUTION OF
RIMFIRE LODGE CONDOMINIUM ASSOCIATION, INC.
GARAGE PARKING POLICY**

SUBJECT: Rimfire Lodge Garage Parking Policy

PURPOSE: To provide a policy outlining the system for charging a fee for guests and owners of guests to park in the secured Rimfire parking garage.

AUTHORITY: The Declaration, Bylaws, Articles of Incorporation of the Association, and the Uniform Common Interest Ownership Act of West Virginia

DATE: July 3, 2020

RESOLUTION: The Association hereby accepts the policy for charging a monetary fee to guests who park their vehicle in the secured parking garage.

Parking Policy

WHEREAS, Article 6, Section 6.03 of the Rimfire Lodge By-Laws grants the Board of Directors all of the powers and duties necessary for the administration of the Unit Owners Association, and;

WHEREAS, Article 10, Section 10.12 of the Rimfire Lodge Declaration states that The Owners of a Residential Unit and their Guests shall have the right to use on a first come, first serve basis, one parking space in the Garage during any period in which one or more of such Owners or their Guests are staying in the Owners' Unit and that the Association may charge any guest for the use of such parking space, and;

WHEREAS, the Board of Directors has decided to implement a pay-for-parking system for the Rimfire Lodge Parking Garage in an effort to offset allocated cost of maintenance expenses of the parking garage and other common areas caused by rental guests and long-term tenants.

NOW THEREFORE BE IT RESOLVED THAT the following revised policy regarding parking in the Rimfire parking garage be adopted by the Board:

1. **PURPOSE**

This Garage Parking Policy (the "Policy") has been developed by the Rimfire Lodge Condominium Association, Inc. (RLCA) and applies to all owners, residents, tenants, and employees, guests of the aforementioned, nightly rental guests, and invitees within the RLCA community. All vehicles located, whether standing or parked, within the Rimfire Lodge parking garage, are subject to the parking policies contained herein.

All Rimfire Lodge owners and their agents are bound by this Policy, and must comply and abide by this Policy, regardless of whether their guests use the Rimfire Lodge parking garage or not, thus giving the guest the opportunity to use the area.

Any abuse or non-adherence to the parking garage policy 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. Any vehicle in violation of these policies shall be subject to fees and/or loss of future parking privileges. Tenants, guests, and invitees may be subject to removal and eviction from the property.

2. PARKING AREAS FOR RIMFIRE LODGE OWNERS AND GUESTS

A. Rimfire Lodge Parking Garage – the underground parking spaces contained in the condominium.

B. Open Parking Lot (Western side of the building)

i. To the extent that space is not available in the Parking Garage, or if the guest does not wish to pay for parking in the Garage, parking is granted on a first come, first serve basis in the open parking lot to the west of Rimfire Lodge at no charge to Rimfire Lodge owners and guests via the Parking Lot License Agreement contained in the Association Declaration.

3. USER CATEGORIES

The following are the categories of users that may access the parking garage followed by a description of each category:

- A. Rimfire Lodge Property Owners;
- B. Friends and Family of Rimfire Lodge Property Owners;
- C. Rimfire Lodge Rental Guests;
- D. “Outside” Rental Guests;
- E. Employees;
- F. Long Term Tenants/Lessee/Designee;
- G. Contractors and Vendors;

A. Rimfire Lodge Property Owners

Rimfire Lodge Residential Property Owners are granted one complimentary parking garage access card (RFID card) per unit. Rimfire Lodge Residential Property Owner RFID cards are **non-transferrable** to others, including rental guests and long-term tenants. If an owner enters the garage and no spaces are available, owners should exit the garage and park in the open parking lot referenced in Section 2(b) of this policy.

Owners of the Commercial Units shall have no right to use and shall not permit their lessees and/or employees, vendors, contractors, and other Guests to use, any parking space located in the Garage. Owners of the Commercial Units shall have an easement through the Garage for purposes of making deliveries of goods and services to the Commercial Units and to remove trash and other items from the Commercial unit.

Under no circumstance should the Owner of a Commercial Unit tamper with or disable any part of the garage door or parking meter for deliveries or any other purpose.

B. Friends and Family of Rimfire Lodge Unit Owners

Friends and Family (F&F) of Rimfire Lodge unit owners are defined as guests of a Rimfire Lodge owner who are lodging at Rimfire Lodge and are not paying a monetary fee for the use of the Rimfire Lodge owner's unit. Friends and Family ARE NOT automatically granted free parking privileges in the Rimfire Lodge parking garage. A Friend or Family must physically have the owner RFID card to park for free. Rimfire Lodge Rental guests are not allowed to use free parking.

Abuse of the Friends and Family passes may result in the unit owner being fined and loss of all garage parking privileges for a period not greater than one year. Abuse includes allowing any rental guest (staying at Rimfire Lodge or otherwise) to use the owner RFID card. If caught, the owner will be assessed for the parking periods plus applicable penalties as dictated by the most recently revised Fines & Enforcement Policy.

C. Rimfire Lodge Rental Guest

A Rimfire Lodge Rental Guest is defined as any person(s) who is renting a unit at Rimfire Lodge and paying a monetary Amenity Fee, either to the homeowner directly or through an agent representing the homeowner, for a period of less than or equal to 30 consecutive days. If a Rimfire Rental Guest chooses to park in the garage, a daily fee will be assessed to the guest through the parking meter located in the garage. Otherwise, rental guests may park in the Open Parking Lot.

D. "Outside" Rental Guest

An outside rental guest is defined as any person(s) who is renting property in the Snowshoe Mountain Resort area and is not lodging at Rimfire Lodge. These persons are not permitted to park in the Rimfire Lodge parking garage.

E. Employees

Rimfire Lodge Association, Snowshoe Mountain Resort, and any other commercial entity's employees are not permitted to park in the parking garage.

F. Long Term Tenants/Lessee/Designee (Non-Employee Rimfire Lodge and Snowshoe)

Long Term Tenants are defined as persons that are lodging for thirty (30) or more consecutive days and typically sign a long term lease. Long term tenants are permitted to park in the garage with the unit owner's RFID card. A separate RFID card for the long-term tenant will not be issued.

G. Vendors and Contractors

All vendors and contractors doing business within the Rimfire Lodge Condominium must park their vehicles in the open parking lot.

Vendors doing business inside the building, such as unit housekeeping or maintenance, must load and unload at the western loop entrance located adjacent to Snowshoe Drive. The vendor will be permitted 15 minutes for loading and unloading in this area. Failure to abide by loading zone time limits will result in applicable penalties as dictated by the most recently revised Fines & Enforcement Policy.

Absolutely no vending, soliciting, or other conducting of business of any type is permitted in the parking garage or out of any vehicle and/or trailer located in the parking garage.

Exceptions for approval to park in the garage must be granted in writing by HOA management and/or the Rimfire Lodge Board of Directors.

4. ACCESS & COLLECTION OF PARKING FEES

A. Availability & Access

Access to the parking garage is not guaranteed and is on a first come, first serve basis for owners and guests who own or occupy a unit within the Rimfire Lodge Condominium. Persons occupying properties outside of Rimfire Lodge will not be permitted to park a vehicle in the Rimfire Lodge parking garage.

RIMFIRE LODGE RESIDENTIAL PROPERTY OWNERS, their Friends and Family, and long-term tenants will have access to one complimentary parking space, based on availability, in the garage by use of the owner's RFID owner access card. Possession of an RFID owner access card DOES NOT guarantee the availability of a parking space.

Rimfire Lodge Rental Guests are permitted to park in the garage based on availability and payment for parking based on 24-hour parking periods. The acceptance of an access ticket from the parking meter gives the ticket holder the right to park in the parking garage only when parking spaces are available and does not guarantee an available parking space in the garage. **There is a 30-minute grace period once entering the garage.** This allows enough time for guests to enter and exit the garage without incurring parking fees in the event there are no available parking spaces. If no garage parking is available, parking spaces can be obtained in the exterior Open Parking Lot.

The Association shall maintain, or cause to be maintained, the facilities in a clean, neat, safe, operable and orderly condition.

B. Fees and Payment

Parking Fee Rates can be found on the [Parking Garage Fee Schedule](#) and are subject to change at the direction of the Board of Directors.

Upon entry to the garage, RIMFIRE LODGE RENTAL GUESTS will use their Rimfire Lodge Saflok room key card (provided by the Rental Agent at Check-in) to open the garage door. An access ticket can then be obtained from the parking meter just inside the garage door. Parking fees are assessed based on a 24-hour period.

Fees for parking are received via credit card payment at the stationary parking meter located at the ingress/egress of the garage. Upon exiting the garage, the access ticket must be scanned and parking fees must be paid at the parking meter for the number of days the vehicle occupied a parking space in the garage.

Payment must be received before a vehicle can exit the garage. If a guest leaves and reenters the garage, they will be assessed for another 24-hour period for parking. Guests are encouraged to keep their access ticket on the dashboard of their vehicle so that the HOA can ensure only authorized occupants are in the garage. This will also ensure that the ticket does not get lost. See [Parking Garage Fee Schedule](#) for the lost ticket fee.

C. Nonpayment

It is the Rimfire Lodge Property Owner's responsibility to inform guests of the parking fees for the Rimfire Lodge parking garage. Failure to pay parking fees by a guest, including tortious credit card disputes, may result in legal action taken by the Association. The Association may use camera footage from surveillance cameras located throughout the Rimfire Lodge property as documentation of occupancy of the parking garage.

5. OTHER PARKING INFORMATION

A. Deliveries to Lodge/Ski Area and Trash Pick-Up

Vendors performing outside deliveries to Rimfire Lodge commercial units will be permitted access to the receiving areas in the garage and will be permitted no more than 30 minutes for loading and unloading in the garage. Deliveries must be received between the hours of 9:00am EST and 9:00pm EST and access through the garage door and the parking meter must be granted by Rimfire Lodge maintenance personnel. Rimfire Lodge employees are not responsible for overseeing any deliveries for commercial or residential owners and do not assume any responsibility or liability related to those deliveries or any delivery contents contained within. Under no circumstance should any vendor or delivery agent tamper with or disable any part of the garage door or parking meter for deliveries or any other purpose.

Vendors and Contractors that are performing work or deliveries for any entity or owner outside of Rimfire Lodge is prohibited from accessing the garage. Rimfire Lodge is not to be used as an access thoroughfare for other locations within the Snowshoe Resort Village.

B. Emergency Vehicles

Shavers Fork emergency vehicles and Public Safety will have access cards allowing them to access the gates at all times.

C. Replacement Access Cards

RFID access cards are the property of the Rimfire Lodge Condominium Association, Inc. Only 1 (one) RFID card per unit will be issued. Rimfire Lodge property owners who lose their RFID access card for the parking meter will be charged for replacements. See Parking Garage Fee Schedule. Upon the sale of a residential unit, RFID cards appurtenant to that unit will be deactivated unless surrendered to the HOA to be reissued to the new unit owner.

D. Illegally Parked Vehicles

Illegally parked vehicles and/or any vehicles that do not possess proper parking authorization, are subject to being towed and shall be assessed applicable fees in accordance with the Association's Fines & Enforcement Policy. Examples of parking violations include, but are not limited to, the following:

1. Parking by a non-Rimfire Lodge owner or guest;
2. Damage to Association property;
3. No Valid Handicap Permit for Handicap Parking;
4. Double Parked Vehicles;
5. Excessive speed;
6. Not obeying signage;

Parking privileges may be revoked because of consistently not obeying the parking rules and procedures or any rude behavior exhibited toward the Association's staff.

All non-registered, unlicensed, illegal and/or damaged vehicles are subject to removal from the parking garage at the owner's expense.

No junk vehicle, derelict vehicle, wrecked vehicle or other vehicle on which current registration, inspection and/or license plate and/or sticker and/or tag, as required by State Law are not properly displayed shall not be kept on RLCA Property. Any such vehicle will be considered "Abandoned". Abandoned vehicles, as determined in the sole discretion of the RLCA Management and/or the Rimfire Lodge Board of Directors, will be removed from the Property **and disposed of at the sole expense of the responsible Owner and/or Unit Owner**. The Association and its Unit Owners will have no obligation or liability whatsoever to any abandoned vehicle owner for any damages, claim of loss or other expense to or caused by or as a result of any Abandoned Vehicle and the disposal thereof.

Landlords of Long-Term Tenants may be fined shall their tenant not abide by this section of the Parking Policy. It is the Landlords responsibility to notify their Tenant if they are found in violation of this policy.

E. Parking Lot Hours of Operation

The parking garage will be open twenty four (24) hours a day; however, the garage may be temporarily closed for limited periods of time for garage pressure washing and maintenance.

F. Surveillance Cameras

The Rimfire Lodge parking area is under surveillance by the use of HD IP cameras. Willful damage to any property, including the cameras, may result in loss of parking privileges within the Rimfire Lodge parking area as well as criminal charges being filed.

G. Complaints, Suggestions and Questions

All questions, suggestions, and complaints should be directed to the Association’s Managing Agent. Contact information can be located on the Association’s website at www.rimfirelodgeatsnowshoe.com.

H. Rate Changes to the Fee Schedules and RLCA Garage Parking 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.

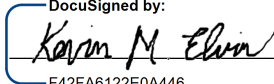
I. Disclaimer

The Rimfire Lodge Association and agents of these entities do not assume responsibility for any vehicle or its contents when parked on Rimfire Lodge property.

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 3rd day of July, 2020 and, in witness thereof, the undersigned has subscribed his name.

RIMFIRE LODGE CONDOMINIUM ASSOCIATION, INC.

A West Virginia Nonprofit Corporation

BY:  _____
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ITS PRESIDENT

PARKING GARAGE FEE SCHEDULE

- WINTER season rate (Dec. 4th – March 21st) \$20/day
- OFF SEASON/SUMMER rate \$15/day
- LOST TICKET fee \$300
- Residential Owner RFID Replacement Card \$75