

Mountain Lodge Homeowners Guide

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INTRODUCTION

The purpose of this document is to assist Mountain Lodge (ML) Homeowners in becoming knowledgeable, satisfied, contributing members of our ML community. Owners have a variety of reasons for owning in Mountain Lodge, from those looking for their own private get-away, to those seeking financial profit, or a combination of both. To thrive as a community with these varied interests, we all need to understand our governance, rules, and the nuances of owning (and, often, renting) a ski-in/ski-out condo at a resort, and the mechanics of how ML operates. As is the case with any community, informed members are better empowered to succeed.

ML has 228 separate condos; most are one- and two-bedrooms, with a few three-bedroom condos that Owners made by combining two condos into one. The Homeowners Association (HOA) owns a one-bedroom and a two-bedroom condo, which are used to generate HOA income and to support HOA operations. ML HOA owns the first, second, and third floors of the building, whereas the Snowshoe Mountain Resort owns the lower (basement) Conference Center Level, which houses a restaurant, meeting spaces, and offices.

ML has a full-time Management team, Maintenance team, Housekeeping team, and after-hours Security team. We are one of the few complexes on the mountain that offers this complete package. The HOA Board (elected by the Owners) represents the Owners and directs the ML Management team through the General Manager (GM). In turn, the Management team directs the Maintenance, Housekeeping, and Security teams.

The ML HOA bills Owners for condo fees monthly, with payments due to be received at ML by the 25th of each month. There are three different fees included in the consolidated monthly billing. They include the “**ML Regime/Condominium Fee**,” which includes water and sewer, phone, cable TV, wireless internet, and building operations; the “**Capital Construction Fee**,” which is used for capital expenditures such as building upgrades, repairs, and maintenance; and the “**Mountaintop Assessment**,” which is paid directly to Snowshoe Resort to fund common services such as shuttle buses, fire and rescue, road repairs, and security. The ML HOA collects the Mountaintop Assessment as a convenience to our Owners, whereas most other complexes do not offer this convenience. Housekeeping and Maintenance Services are both “fee-for-service,” which means that they are billed to Owners only when used.

This document is not a replacement for the Bylaws or Declaration, nor does anything in it supersede or in any way modify the Bylaws or Declaration. If you have a specific concern, please refer to the Bylaws or Declaration, which are posted on the Mountain Lodge website, password-protected, for all owners to read. (The parenthetical citations in the text below identify the origin of the rules, whenever possible.)

CONSTRUCTION, REMODELING, AND ADDITIONS

a. Before starting any remodeling, Owners must have ML HOA approval in writing. Time spent planning and discussing changes in advance with the GM will be worthwhile. Some of the

following questions highlight the potential impact to other Owners, which is why you must request permission, to which the ML HOA must respond within 45 days (Bylaws 5.7, 5.8). Other questions indicate the valuable feedback the ML HOA can offer. Consider:

- Do you know which walls are load-bearing?
- Can ML maintain what you intend to install?
- Do you know how your modifications will impact the condos above, below, and beside you (e.g., sound transmission, wall strength, water pipe freezing, etc.)?
- Will your remodeling impact the exterior aesthetics of the building?
- Will your remodeling stand up to the wear and tear of renters with ski equipment?
- Will your remodeling cause the HOA's insurance rates to increase? This includes items such as electric fireplaces and other stand-alone heating devices.
- Are you meeting the requirements for rental accommodations (e.g., enough seating space at a bar/table for the number of people the unit sleeps)?

b. You cannot modify the "common areas," which include anything outside the hallway door to your condo, as the ML HOA owns these areas. If you want something in the common areas modified, bring your idea to the GM's attention (Bylaw 5.8).

c. Contractors must show a valid WV contractor's license and proof of insurance to the GM and display it outside the condo they are working on (Chapter 21, Article 11 of WV State Code).

d. ML HOA representatives will inspect the work while in progress and upon completion.

e. Do not use the lobby luggage carts to transport your remodeling supplies. Ask the GM for the special carts and trolleys that are reserved exclusively for this purpose.

f. If you leave a mess in the common areas overnight, you may be charged a clean-up fee.

g. Some ML condos require additional heating capacity to retain comfortable internal air temperatures. ML HOA strongly recommends against removing or downsizing heaters in any condo, and will closely scrutinize requests to do so from these specific condos due to the inherent risk of pipes freezing, leading to water damage and interruption of water service.

h. ML Housekeeping and Maintenance staffs are available to perform certain contract work. The benefits of hiring these staffs over an outside contractor are potentially lower labor costs, seasoned knowledge of ML, and personal commitment to making ML better. If you rent out your condo, neither your Guests nor ML staff are likely to be familiar with the fancy remote control or high-tech digital thermostat you may want to install. The staff may not have replacement parts for your non-standard fan, refrigerator, or dishes. When considering upgrades, keep your plans simple and standard and ask the ML staff for recommendations.

HOUSEKEEPING AND MAINTENANCE

a. ML HOA is authorized to direct up to \$300 in repairs/replacements in a condo without consulting the Owner. The ML HOA will endeavor to incorporate Owner discretion in needed repairs whenever practical. However, during high rental volume periods, this can be incredibly difficult to do while ensuring condos are ready on time for Guest check in (Housekeeping Contract).

b. You have a responsibility to maintain your condo in a **safe condition**. If you do not, the ML HOA may restrict your access to Housekeeping and other needed services, thereby

rendering you unable to rent your condo. This policy endeavors to prevent unsafe/unkempt properties from negatively impacting their neighboring properties (Bylaw 5.5(b)).

c. ML HOA bills all labor in 30-minute increments, but endeavors to avoid “nickeling and diming” Owners for sub-30-minute periods by bundling multiple small repairs into one 30-minute billed increment (e.g., a light bulb replacement one day with a fuse repair another day).

d. The ML Housekeeping and Maintenance services are the only such services the ML HOA permits to function within ML. This does not apply to contractors conducting remodeling or construction (Housekeeping Contract).

e. The Housekeeping rates are the same year-round, and only cover the initial set-up for the room. The rates do change if you choose to add beds or upgrade to king size beds. Housekeeping and Maintenance bills include 6% WV State Sales Tax.

f. When replacing bedding, please select washable, light-weight bedspreads, rather than comforters, etc., unless the bed has a decorative footboard and sides. This choice will ease and expedite housekeeping, and will also save on dry cleaning for oversized bedding.

g. When replacing any outward-facing window treatments, use only white or off-white treatments (although existing window treatments are “grandfathered” until their replacement).

h. Owners may purchase memory foam toppers for older mattresses from the ML HOA or provide their own. ML HOA will require Owners renting their condos to replace mattresses if Guests repeatedly complain about mattress quality or comfort.

SAFETY, SECURITY, AND PARKING

a. The ML Management team can access your condo without first securing your permission under certain circumstances. This is a condominium complex, and where your floor ends, someone else’s ceiling begins, etc. Even those condos located on the ground floor have Snowshoe’s Conference Center, restaurant, and office spaces underneath them. Emergency repairs to your condo, or to common pipes and electrical systems, may require immediate access to your condo (Bylaw 5.9, Deed Article 3). Non-emergency access requirements, such as fire extinguisher safety inspections, may also occur without prior Owner permission.

b. Grills and other outdoor cooking equipment are prohibited on outdoor wooden surfaces to minimize fire hazard and comply with ML’s insurance (Bylaws, pg. 33).

c. Bikes are prohibited from entering ML. The **only** exceptions are the parking lot, bike racks in the building entryways, and designated Ballhooter storage lockers (Bylaws, pg. 33).

d. There is not enough parking for every condo at maximum occupancy. During high-occupancy periods, such as winter weekends, holidays, and special summer events, Guest parking will be limited to **one vehicle per one-bedroom condo, two vehicles per two-bedroom condo, and three vehicles per three-bedroom condo**. Additional vehicles will be permitted to unload, but must park elsewhere, e.g., the “Top of the World” public parking area.

INSURANCE

a. ML carries a master insurance policy to cover the building as a whole, which includes all common areas, but does not cover damage to the interiors of individual condos. ML recommends that all Owners obtain their own liability and property insurance for their condos.

b. A few of the many options for individual condo insurance include: Allegheny Insurance in Elkins, Mountaineer Insurance in Slatyfork, and USI Insurance Services in Charleston.

c. ML HOA's responsibility for the building's physical structure ends at the entry doorway to each condo. When estimating replacement costs for your condo, consider that Owners are responsible for interior areas, **from exterior wall studs inward** (but not including the wall studs) into their condos, and for the exterior windows and doors.

RENTAL MANAGEMENT

a. You have a number of options for management if you choose to rent your condo. Snowshoe's Rental Management (SRM) Program manages the majority of condos in the building; however, there are other management companies at the base of the mountain. Some Owners operate private rental services, or you can manage your own rentals. Regardless of which option you elect, you are responsible for compliance with all rules and regulations.

b. To ensure ML knows who to let into your condo, each owner is required to submit an Owner Usage Statement of Intent. This informs ML whether or not you intend to rent out your condo, and who you grant the authority to do that.

c. The Owner or rental manager must use the web-based *Booking Center* Property Management System (PMS) to notify ML of all occupancies within your condo. This ensures you or your guests gain access to the gated parking and, for those who require it, can receive keys from our front desk. You should notify your guests of the ML rules described in this document, including but not limited to the "Three Big Nos," as you'll be held accountable for any of their violations. These processes and rules ensure that ML can best serve your Guests, and that Guests have the appropriate expectations. The ML check-in desk requires the first and last names of any Guest authorized to receive keys to be included in the PMS notification. This prevents unauthorized access to your condo.

d. ML HOA assesses a Check-In Fee on all rentals that check-in at the ML front desk. SRM has its own check-in area, so this does not apply to them. This fee covers the additional labor cost for your guests to check-in at the ML front desk.

e. ML may assess an Improper Booking Fee to the Owner for any Guest who arrives at ML without proper notification, or having been promised services in violation of ML policies (MLUOA Policy G-101-0).

f. ML will accept PMS notifications for same-day arrival until 3:00 P.M. After 3:00 P.M., reservations for same-day arrival/check in will be accepted **only if** the condo has already been cleaned and is ready for occupancy.

g. You or your rental manager should specify the maximum occupancy for your condo and state it on the Rental Contract. The standard bed configuration allows for four Guests in a one bedroom, six Guests in a two bedroom, and eight Guests in a three bedroom. (These occupancy limits assume the use of sleeper sofas.)

h. Report your Guests' complaints and compliments to the ML HOA, which keeps track of these to identify trends and needed improvements.

i. Non-Snowshoe Rental Management condos: SRM has very specific qualitative requirements for the condos it manages, and SRM enforces these requirements through inspections. The growing number of non-SRM-managed properties creates the potential for

some ML Owners to disregard prudent maintenance and improvements, leaving their Guests with a poor image of the ML building and little desire to return to ML. To prevent and reverse this trend, ML instituted an inspection policy for all condos not on the SRM Program.

i. As of April 2016, ML HOA began inspecting non-SRM condos annually between April and July. Owners may contact ML HOA for a copy of the resulting inspection checklists.

ii. ML HOA will notify Owners not later than August 1 annually regarding recommended maintenance and/or improvements. Owners should complete the maintenance and/or improvements by October 31 to ensure your condo is ready by the time Snowshoe opens for the winter season, which is typically the weekend following Thanksgiving.

iii. The ML Maintenance team can repair or replace many items (e.g., vanities and faucets, etc.). Where several of the same items are needed, quantity discounts will be pursued.

“THREE BIG NOs”

a. Pets: ML has a strict No-Pet Policy, which prohibits all animals from the premises, with the exception of certified service animals. Animals pose an increased health, property damage, and security risk, and impose costs to the ML HOA in the form of insurance and cleaning requirements (ML No-Pet Policy). Any Owner or Guest, who meets the requirements to be accompanied by/assisted by a Service Animal, needs to obtain a copy of the ML Service Animal Policy, and complete an Application in order to certify/register the animal prior to arrival. The ML staff is authorized to restrict access to Owners or Guests who violate this policy, and the Owner will be required to pay a punitive fee of \$200 for violating, or having Guests who violate, the No-Pet Policy.

b. Smoking: ML has a strict No-Smoking Policy, which prohibits smoking anywhere inside the Lodge. Smoking is permitted outside the individual condos on the balcony with the sliding glass door completely closed to prevent the smoke from drifting back into the Property. Those electing to smoke on the balcony must properly dispose of “butts” and other smoking materials, or face additional cleaning fees. The Owner will pay a punitive fee of \$200 for violating, or having Guests who violate, the No-Smoking Policy.

c. Bicycles: ML has a strict No-Bicycle Policy, which prohibits bicycles anywhere inside the Lodge, with the exception of the secure storage lockers on the first floor inside the Ballhooter entrance/exit. These lockers are large enough to hold a normal adult bicycle and are available for rent from the Front Desk at a daily rate. The Owner will pay a punitive fee of \$200 for violating, or having Guests who violate, the No-Bicycle Policy.

LEGAL / HOA BYLAW / HOA POLICY EXCERPTS

Bylaw 5.7 – ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY THE CONDO OWNER.

No condo Owner shall make any structural addition, alteration, or improvement in or to his/her condo without the prior written consent of the Executive [HOA] Board. No condo Owner shall paint or alter the exterior of his condo, including the doors and windows, nor shall any condo Owner paint or alter the exterior of any building, without the prior written consent of the Executive Board as appropriate. The Executive Board shall be obligated to answer any written request by a condo Owner for approval of a proposed structural addition, alteration, or improvement in such Owner's condo within 45 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Executive Board or the Covenants Committee to the proposed structural addition, alteration, or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration, or improvement in or to any condo requires execution by the condo Owners Association [HOA], and provided consent has been given by the Executive Board, then the application shall be executed on behalf of the condo Owners Association by the Executive Board only, without however incurring any liability on the part of the Executive Board or any of them to any contractor or subcontractor on account of such addition, alteration, or improvement, or to any person having claim for injury to person or damage to property arising there from.

Bylaw 5.8 – RESTRICTIONS ON USE OF CONDOS/COMMON ELEMENTS; RULES/REGULATIONS.

Nothing shall be done or kept in any condo or in the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Executive Board. No condo Owner shall permit anything to be done or kept in his condo or in the Commons Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Elements.

No condo Owner shall obstruct any of the Common Elements nor shall any condo Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for such storage by the Condominium Instruments or the Executive Board) without the approval of the Executive Board. Nothing shall be altered or constructed in or removed from the Common Elements without the prior written consent of the Executive Board.

Sufficient carpeting, rugs, and padding shall be maintained on the floor surfaces (excluding kitchens, laundry rooms, closets, and bathrooms) in condos to adequately reduce transmission of sound between condos. Additional washers, dryers, and other major appliances may not be installed in a condo without the prior written approval of the Executive Board.

Bylaw 5.9 – RIGHT OF ACCESS.

By acceptance of his deed of conveyance, each condo Owner thereby grants a right of access to his condo, as provided by section 36B-3-107 of the Uniform Condominium Executive Board or the Managing Agent, or any other person authorized by the Executive Board or the Managing Agent, or any group of the fore going, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections correcting any condition originating in his/her condo or in a Common Element to which access

is obtained through his/her condo and threatening another condo or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in his/her condo or elsewhere in the Property or to correct any condition which violates any Mortgage; provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the condo Owner. In case of an emergency, such right of entry shall be immediate, whether or not the condo Owner is present.

Deed Article 3

An easement on behalf of the Snowshoe Mountain Lodge Owners Association [HOA] to enter said residence condo to maintain, repair, or replace common elements, as well as to make repairs to residence condos of such repairs are reasonably necessary for public safety as to prevent damage to other residence condo or the common elements.

ML HOA No-Pet Policy (December 30, 2003- Reaffirmed and Updated March 11, 2016)

The maintenance, keeping, visiting, boarding and/or raising of animals of any kind, regardless of number or size, is and shall be prohibited within any condo or upon any Common Element of Mountain Lodge Association property, by any party. This policy applies to all condos whether or not enrolled in any rental program. There shall be no exceptions. Animals can present hazards relative to human safety, damage to property, cleanliness of the condos and common areas, vermin, noise and other disturbances, fear of injury, etc. Animals found within Mountain Lodge condos or Common Elements can be removed from the property without notice. Any condo occupants who violate this policy are subject to eviction, fine and/or such other penalties as the Executive Board deems appropriate. Any condo owner in violation of this policy is subject to fine and/or such other penalties as the Executive Board deems necessary in order to deter non-compliance with the Association's NO-Pet Policy.