

## **LA CASA del SOL CONDOMINIUMS**

### **RULES AND REGULATIONS**

**Revised: 11/10/19**

#### **Definitions:**

- **Owner:** A person or persons owning at least one deeded week at La Casa del Sol Resort.
- **Guest:** A person or persons staying at La Casa Del Sol and being one or more of the following:
  - The guest of an owner.
  - An RCI member or other affiliate member
  - Non Registered Owner
  - Winter Texan (Formerly Associate Member)
  - Any other persons staying at the resort through any other affiliated timeshare or guest program.

#### **Unit Occupancy:**

- No more than four (4) persons in a one bedroom unit.
  - One child, age six or under, is allowed in addition to the 4 persons.
- No more than six (6) persons in a 2 bedroom unit.
  - One child, age six or under, is allowed in addition to the 6 persons.
- If an owner or guest has more than the maximum occupancy, the excess number of occupants shall be required to vacate the unit immediately.
- A cost of \$100.00 per night per person will be charged for any violation of the maximum occupancy limits.
- The maximum occupancy limits shall not be exceeded for any reason.

#### **Check In & Check Out Procedures:**

##### **Check In:**

##### **Owners & Guests:**

- Check-in time shall be on the first Friday of the reserved week no earlier than 3PM CST. If a member cannot check in by 8:00PM CST on Friday, other arrangements must be made with the Resort Manager by calling 361-949-6050 before the office closes.
- In the event that an owner/guest does not check in by either the time established by the Board of Directors, or by the time of the other arrangements, the owner will have lost the use of the week period (including the Deeded Week) for which they failed to check in.

- If the IP or Bonus Time fees have not been paid, the Owner shall be billed for such fees.
- Upon Check-In, the owner/guest must list by name all who will occupy the Unit.

**Visitors:**

- The owner/guest must also list by name any persons they expect to be visiting on property, and obtain a parking pass for any additional vehicle.
- The number of visitors allowed is not to exceed the occupancy limit of the unit the owner/guest is staying in (ie: someone staying in a one-bedroom unit may have no more than four visitors on property at a time without getting specific permission from the Resort Manager).

**Check Out:**

- Any owner/guest failing to vacate the unit by 10 A.M. on the last day of their reserved week (Friday - 10 A.M.) may be charged a per hour "Late check-out fee". This fee is established by the Board of Directors. This fee is currently \$50.00 per hour.
- An owner/guest failing to vacate the unit by 10 A.M. on the last day of their reserved week (Friday - 10 A.M.) who remains for another day/s shall be considered an "Over-Stay Occupant".
- If an over-stay occupant has to be removed, they shall be charged a per day amount for the period of over-stay. This fee is established by the Board of Directors. The fee is currently \$200.00 per day.
- If the next occupant is housed, other than at La Casa del Sol, the over-stay occupant shall be charged three times the cost of the alternative accommodations for the over-stay time in addition to the over-stay charge.
- On-site management shall assist the next occupant in finding alternate accommodations during the time of the over-stay.

**Vacating A Unit:**

- Each owner/guest, or guest of an owner, shall keep the unit and all common furnishings clean and in good condition and report any repair or maintenance issues to management during their occupancy.
- Cleaning fees for any excessive (to be determined by the on site management and/or the Board of Directors) mess left in the unit, or made in the common areas, shall be charged to the owner/guest in an amount to be determined by the Board of Directors. A bill shall be sent to the unit week owner and shall be due and payable on receipt.
- The refrigerator and freezer shall be emptied of all items before leaving.
- Dirty dishes, etc. and detergent shall be put in the dishwasher and the dishwasher turned on before checking out.
- If any kitchen cleaning is required such as washing dishes, cleaning cooking utensils, or any mess of excessive nature is left, a cleaning charge will be made to the Unit Week Owner/guest in an

amount to be determined by the Board of Directors. A bill shall be sent to the Unit Week Owner/Guest and shall be due and payable on receipt.

- No fish shall be cleaned in the unit. A charge will be made for any fish or fish bait odor left in the unit. This includes, but is not limited to, the carpet, refrigerator or freezer.
- All trash shall be disposed of in the dumpster when vacating the unit.
- Upon request, any item left in the unit by an owner will be sent to the owner at the owner's expense plus a fee established by the Board of Directors.
- There will be a \$25.00 charge for a lost key or for any key not turned in when checking out.

#### **General Resort Rules:**

- **Smoking is not permitted in the office or in units.** This includes tobacco products, electronic and vapor devices.
- Smoking is allowed outside the units in the dock area, pool area and all other outside areas of the resort. Disposal should be in the ash containers supplied.
- A fee of \$250.00 will be assessed for smoking inside any unit. Subsequent violations will result in the owner/guest vacating the property.
- The sidewalks, walkways, porches, patios, entrance, and all of the common areas must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the unit. No carriages, velocipedes, bicycles, mopeds, shopping carts, benches or any other objects of a similar nature shall be left in these areas.
- All personal property of any occupant shall be stored within the unit, not on patios or balconies.
  - La Casa del Sol management or Board of Directors are not responsible for any valuables or other property of an owner or guest.
- No linens, clothing, laundry or other articles shall be shaken or hung from any window, door, or railing.
- No clothing, towels, etc. shall be hung on the patio or balcony railings.
- No debris shall be thrown on the grounds, walkways, sidewalks, etc. No cigarettes, cigars or smoking material of any kind shall be put or thrown on the ground, walkways, sidewalks, etc.
- No unit linens, towels, etc. shall be taken to the beach, dock, or pool. Beach towels are available from the resort office.
- During the week, all trash shall be disposed of, as needed, in the dumpster on the parking lot. Trash shall not be left in a trash can for a period of time long enough to draw ants, bugs, etc.
- No fish shall be cleaned in the unit. There is a fish cleaning station at the dock. A charge will be made for any fish or fish bait odor left in the unit. This includes, but is not limited to the carpet, refrigerator or freezer.

- No flammable, combustible or explosive fluid, chemical or substance shall be kept in any unit or on the resort grounds.
- The use of propane cookers, charcoal grills or open flame grills is not allowed on the resort property. Gas grills are provided at the pool area for use by owners and guests.
- No owner or guest shall make or permit any disturbing noises.

**Dock, Pool & Parking Lot Areas:**

- There shall be no excessive noise in the pool area after 10 pm or before 9 am.
- No personal items shall be left in the dock, pool or spa area.
- The dock shall be properly cleaned after fishing or cleaning fish on the dock.
  - o All remains of all fish cleaned on the dock shall be deposited in the trash can provided on the dock and not left on the dock or in the water.
  - o No fish or unused bait shall be left on the dock.
  - o The trash can on the dock is also for paper, cans, etc.
- The parking facilities shall be used in accordance with the regulations adopted by the Board of Directors:
  - o Recreational vehicles are not allowed to be parked in the resort parking lot. Parking on the street is allowed.
  - o Boats, boat trailers, personal watercraft, etc. belonging to any owner or guest shall be kept in the designated areas only. Boats parked in the parking lot cannot exceed 26 feet in length including the trailer.
  - o A reservation must be made in advance for boat parking as there are only two boat parking slots available in the LCDS parking lot. All boats without a reserved parking spot in the designated boat parking area must be parked somewhere other than in the LCDS parking lot.
  - o No electrical or water hook up is allowed except boat batteries may be recharged at the designated electrical plugs. The present charge for this is \$3.00.
  - o No pets are allowed to stay in a car or any other vehicle in the parking lot.
- No radio, television, musical instrument, etc. shall be loud enough to disturb any other guest. If another guest or on-site management indicates it is too loud, then the sound must be turned down to a level acceptable to the other guest/s and management. This shall include the dock, pool, and spa areas.
- La Casa del Sol is considered a family resort. If the on-site management or another guest observes and reports to the on-site management that anyone staying or visiting the resort does not have on appropriate clothing (i.e. skinny dipping, sun tanning, etc.) that person will be asked to leave the premises immediately.

**Owner & Guest Responsibilities:**

- Each owner or guest shall be responsible for checking for any missing or damaged items and reporting any discrepancy to the on-site manager in writing.
  - o This shall be reported, within 24 hours of check-in, on the inventory form provided in each unit.
  - o Any loss or damage not reported as stated above can be charged to the owner or guest.
  - o Any loss or damage caused by the owner or guests shall be charged to the owner or guest.
  - o The Board of Directors shall determine this charge.
- Owners and guests shall not permit, or allow anything to be done or kept on the premises, which shall increase the rate of insurance.
- Owners and guests shall not permit, or allow anything which will obstruct or interfere with the rights of other owners or guests.
- Owners and guests shall not permit any nuisance, or immoral or illegal acts on La Casa del Sol premises.
- Any damage to the building/s, furniture, fixtures, equipment, structures, recreational facilities, or other common areas caused by the owner or guest shall be repaired or replaced at the expense of the owner or guest.
- A complete inventory of each unit shall be placed in each unit.

**Pet & Service Animal Policy:** [Revised 6/18](#)

- Pets are not allowed anywhere on resort property at any time, including short term visits.
- If you have a pet, you will be asked to board the pet someplace other than at La Casa del Sol, or vacate the property immediately.
- If there is any evidence that you have or have had a pet in your unit, that the on-site management was unaware of, you will be charged a [Pet Fee](#)
- This fee is established by the Board of Directors.
- The "Pet Fee" is currently \$100.00 per day. ([Current Fees](#))
- **Service Animals that meet the requirements of Texas law and the ADA are permitted at La Casa Del Sol.**
- **An animal that provides only comfort or emotional support is not considered a service animal and is not allowed at La Casa Del Sol.**
- Fraudulent misrepresentation of an animal as a trained service animal will not be tolerated and will be reported to the Texas Department of Assistive and Rehabilitative Services. If possible, please notify the reservations office in advance if a Service Animal will be at the resort. As per

Texas law and the ADA, all Service Animals must be leashed at all times while outside the owner's or guest's unit. Service Animals which are otherwise qualified to assist persons with disabilities may be removed if either: (1) the animal is out of control and their handler does not take effective action to control it; or (2) the animal is not housebroken. Cleanliness of the Service Animal is mandatory. Consideration of others must be taken into account when providing maintenance and hygiene of Service Animals. The owner/trainer is expected to clean and dispose of all animal waste. The owner or trainer of the Service Animal is financially responsible for any damage caused by or extra cleaning required due to the presence of the service animal.

### **Deeded & Interval Weeks;**

- Deeded Interval Unit Week Dates:  
Red Week (26 Wks) - Week 18 - 43....Highest  
White Week (19 Wks) - Week 09 – 17 and Week 44 -53....2nd Highest  
Blue Week (8 Wks) - Week 01 - 08 .....Lowest
- A Unit Week is a seven day period commencing at 4 p.m. Friday through 10 a.m. the following Friday.
- Unit week #1 shall commence on the first Friday of the year and the following weeks shall be counted from Week #1.
- Deeded Interval Unit use: The purchased Deeded Week number will remain the same from year to year.
- A Deeded Unit Week is considered a floating week, and even though you use your Deeded Week, you may not be in the same Unit number stated on your deed.
- A Deeded Week may be used any week within the same calendar year.
- Reservations to use a Deeded Week at another time may not be made more than 6 months in advance and are subject to availability and any applicable upgrade fees.
- One-bedroom and two-bedroom units are not interchangeable. A one-bedroom exchange to a two-bedroom unit may be requested by calling the Reservations Office no more than 29 days in advance. Also, a one-bedroom unit owner may upgrade to a two-bedroom unit only if space is available and they cannot use two one-bedroom units as an alternative. If available, the Unit Owner shall be charged an “Upgrade Fee” established by the Board of Directors. The upgrade fee is currently \$175.00 per week. ([Current Fees](#))

- A two-bedroom unit owner using a deeded week outside of his designated time may use two one-bedroom units if no two-bedroom unit is available, and will be charged an additional cleaning and maintenance fee established by the Board of Directors. This fee is currently set at \$50. If using an IP week, additional fees may apply.

#### **To Reserve Your Deeded Week:**

- A Deeded Week Reservation must be made at least six months in advance of the reservation date.
- A reservation made less than six months in advance of the Deeded Week will be on a space available basis. There is no guarantee of space available and the unit week may be used by someone else.
- A Deeded Week may be reserved no more than 365 days in advance of the first day of the Deeded Week.
- The owner must notify the Reservations Office in writing or by telephone of their intent to use their Deeded week. Reservations may NOT be made by e-mail.
- If space available allows for the reservation to be made in any other color time period that is higher than the actual Deeded Week, a "Season Upgrade Fee" shall be charged. This fee is currently \$150.00 per week for a one bedroom unit and \$175.00 for a two bedroom. (Current Fees)
- All assessments, Special Assessments, Maintenance Fees, or charges owed for any reason must be paid up to date before a reservation can be made.
- The Council shall retain any monies charged for weekly or daily use of the unit.
- An owner, not using their Deeded Week, and allowing someone else to use their Deeded Week, is responsible for the actions of anyone they permit to use the Unit Week and any guests they may have.

#### **Interval Plus and Bonus Time:**

- **Interval Plus (IP) use is for an owner and their immediate family**
  - o Immediate family is defined as children, parents and grandparents.
- The number of IP weeks available to an owner is established when your deeded weeks are purchased.
  - If your ownership includes 2 IP weeks, only one IP week can be reserved per half year, for each Deeded Week owned.
  - If your ownership includes 4 IP weeks, only one IP week can be reserved per quarter, for each Deeded Week owned.
- The Interval Plus Fee is set by the Board of Directors and is \$250.00 for a one-bedroom unit and \$350.00 for a two-bedroom unit. [\(Current Fees\)](#)

- Bonus time is available to owners or immediate family or to those who are at La Casa on an RCI exchange and wish to extend their stay.
  - Bonus Time is a daily and/or weekly fee set by the Board of Directors and is the same regardless of season (Effective 1/1/2015). ([Current Fees](#))
- The total amount due for any reservation shall be paid at the time the reservation is made with a credit card or by check.
  - o If paid by check, the check must be received in the Reservations and Accounting office within seven calendar days of making the reservation.
- Interval Plus (IP) and Bonus Time reservations cannot be made more than 30 days in advance of the reservation week.
  - o 30 days is counted from date to date, i.e.: 30 days previous to March 15th would be February 15th.
  - o Reservations are made on a space available basis.
- For all reservations, you should call the Reservations Office at or after 9.00 a.m. and, if the telephone is not answered, leave a message and contact number and you will be placed on the Call Back List. Any messages left before 9.00 a.m. will not be placed on the Call Back List. If we cannot reach you on our first attempt, to respond to your message, you will fall to the bottom of the Call Back List. A second and final attempt to reach you will be made after others on the list have been called for the first time. All fees must be paid at the time the reservation is accepted.
- A two-bedroom owner wishing to use an IP week when there is no two-bedroom unit available, may use two one-bedroom units if space permits and by paying an additional charge of \$50.00 for the additional maintenance and cleaning of the second unit. ([Current Fees](#))
- Interval Plus is for one full week (Friday to Friday). Less than a week usage will be considered as one full week for billing purposes.
- An owner having Interval Plus time and allowing someone in the immediate family to use their Interval Plus Week is responsible for the actions of anyone they permit to use the Unit Week and all guests they may have.
- To cancel a reservation, notification must be made to the Reservations Office a minimum of two (2) weeks prior to the check-in date. If the reservation is cancelled within the two week window a Cancellation Fee as set by the Board of Directors shall be charged to the Owner's account. The Cancellation Fee is currently set at \$50.00. ([Current Fees](#)) The Fee may be waived by the approval of the Board of Directors.

#### **Maintenance Days:**

- Maintenance Days shall be set aside for maintenance, alteration, improvements and repairs of the units, deemed necessary by the Board of Directors.
- The Board of Directors, on site management, or any agent appointed by the Board of Directors, shall have the right to enter the units to do any maintenance, alterations, improvements or repairs to the units.



- The resort manager and/or any Board of Director member reserves the right to conduct periodic inspection/s of the unit/s (by themselves, or by La Casa del Sol employees) during the time of stay of any owner/s, guest/s or occupant of any unit.

#### **Transfer of Ownership:**

- A processing fee of \$250.00 per transfer shall be made for any change in ownership by any means. ([Current Fees](#))
- The Board of Directors may waive this fee.

#### **Non-Registered Owners:**

- Non-registered owners are not allowed to use the resort facilities when not staying at the resort.
- Use of La Casa del Sol facilities by a temporary day guest is at the sole and final discretion of the on-site management, depending on the number of registered guests already using the facilities.
- The owner must give the on-site management, in writing, the number of persons and their names.
- Any/all temporary day guests that have not complied with the above rules shall be asked to leave immediately, and at any time may asked to leave by the on-site management.

#### **Winter Texan (Formerly Associate Member):**

- Winter Texans are allowed to be a guest from November 1 through March 1 with a minimum stay of four (4) weeks.
- Winter Texan guests shall abide by all rules established in the By-Laws and the Rules and Regulations.
- The monthly maintenance fee charge for the stay shall be established by the Board of Directors and is included in the monthly Winter Texan rate.

#### **RCI Guests:**

- Resort Condominiums International, hereafter called RCI, exists as an exchange group to all owners with exchanges of other Timeshare Projects affiliated with RCI.
- Membership in RCI is optional and at the members sole expense.
- Owners must be current in their maintenance fees and all other charges to space bank their deeded week.
- To space bank outside of the current calendar year, the owner will have to make a payment to the La Casa del Sol Accounting Office equal to the current year's maintenance fees. This will be applied to the next year's maintenance fee when it becomes due.
- Any owner wanting more information should contact RCI directly at 1-800-338-7777.

**Complaints or Questions:**

- Complaints regarding the service/s and/or conditions of the resort shall be made in writing to the on-site management at the resort office and mailed to the [Vice President](#) of the Board of Directors.

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