



# La Casa del Sol

## Rules & Regulations

Revised: 8/8/20

### Definitions:

**Visitor/Day Guest:** A person or persons visiting any registered guest during that guest's stay at the resort.

**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
- Winter Texan
- Any other person(s) staying at the resort through any other affiliated timeshare or guest program.

**Immediate Family:** Children, parents and grandparents of a deeded owner.

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### 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.
- If, for any reason and time, the identity of the person(s) occupying a unit changes, the registered owner/guest must notify the resort office.
- Occupancy of a unit cannot be transferred, for any length of time, to person(s) who are not immediate family of the registered owner. The resort and reservations offices must be notified if occupancy is transferred to immediate family for any length of time.
- Non-owner guests cannot transfer occupancy of a unit without permission from the resort office and a Board of Director. This includes, but is not limited to, non-owner guests using Interval Plus weeks, Owner Sponsored Interval Plus weeks, the Winter Texan program and RCI or other affiliated programs.
- Any transfer of occupancy, for any length of time, may result in additional fees if it is determined the transfer would result in the definition of an Interval Plus week, Owner Sponsored Interval Plus week, Bonus Time or Winter Texan program.

- No pets are allowed anywhere on LCDS property at any time. Service animals are allowed. Requirements for comfort animals can be found [here](#). All requirements must be met or the comfort animal will not be allowed on resort property.
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## **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 Interval Plus or Bonus Time fees have not been paid before check in, the Owner shall be billed for such fees.
- Upon check-In, the owner/guest must complete all required check in forms presented in the office.
- Upon check-in, owners/guest will be given a parking pass for their vehicle(s) which must be prominently displayed at all times while the vehicle is parked in the LCDS parking lot. Vehicles parked at LCDS without a parking pass displayed will be subject to towing.
- No more than two parking spots are allowed per unit. Except for designated boat/trailer parking, the two parking spots allowed per unit may contain vehicles only. No trailers, boats or golf carts may occupy the allowed parking spots.

#### **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 (Example: someone staying in a one-bedroom unit may have no more than four visitors on property at the same time without getting specific permission from the Resort Manager).
- All visitors must vacate the property by 9PM on the day of arrival.
- A visitor's vehicle is counted against the two parking spot limit of the guest. The total number of parking spots occupied while a guest has visitors may not exceed two. The guest and visitor(s) will be required to remove as many vehicles as is necessary to comply with the two parking spot limit.
- Guests who have visitors are financially responsible for any fines, fees or damages incurred by the visitor(s).

### **Check Out:**

- Check out is no later than 10AM on the last day of the reservation.
- 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 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 mess (to be determined by the on site management and/or the Board of Directors) 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.
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### **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.
- No pets are allowed anywhere on LCDS property at any time. Service animals are allowed. Requirements for comfort animals can be found [here](#). All requirements must be met or the comfort animal will not be allowed on resort property.

- The pool area opens at 10AM daily and closes at 11PM nightly.
  - 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.
  - Pool towels should not be taken from the pool area for bathing use in the units.
  - 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.
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## **Dock, Pool & Parking Lot Areas:**

### **Pool/Grill Area:**

- The pool area is open from 10AM to 11PM daily.
- There shall be no excessive noise in the pool area after 10 pm.
- All personal items shall be removed from pool/grill area upon exiting.
- No personal items shall be left in the dock, pool or spa area.
- 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 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.

### **Fishing Area:**

- The dock and fish cleaning facility shall be properly cleaned after use or cleaning fish.
- 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 dumped into the water.
- No fish or unused bait shall be left on the dock or fish cleaning facility.
- No fish may be cleaned or bait cut on the benches, handrails or sitting areas. Bait must be cut on the designated bait stations or fish cleaning facility. Fish can be cleaned at the fish cleaning facility only.
- The trash can on the dock is also for the disposal of paper, cans, etc.

### **Boat Dock Area:**

- Boats and all other watercraft must be docked at the designated boat slip area only. At no time can a boat or watercraft be tied to any other area of the sundeck or pier area.
- No more than four boats/watercraft are allowed at one time, and must be docked in one of the four designated boat slips only. **\*\*Violation of these rules will result in a fine of \$250.00 per occurrence. If the owner of the boat cannot be located within 2 hours, the boat will be towed at the owner's expense\*\***
- Visitors of guests are not allowed to dock their boats at LCDS at any time.
- Boat slips cannot be reserved, and are occupied on a first come, first served basis. Having a boat parking reservation for the parking lot does not insure a boat slip reservation at the boat dock area.

### **Parking Lot Area:**

- The parking facilities shall be used in accordance with the regulations adopted by the Board of Directors.
- Parking spots in the LCDS parking lot are limited to two per unit. Guests who expect visitors will be required to make the necessary accommodation of vehicles to abide by the two parking spot limit.
- Parking spots can only be occupied by vehicles. Boat trailers, golf carts and any other towable cannot occupy a parking spot, other than those designated for boat parking only, regardless of size.
- LCDS has limited boat/towable parking. Reservations for these designated parking spots can only be made by contacting the reservations office at 817-396-4676.
- Boats/towables parked in the designated boat/towable parking spots cannot exceed 26 feet in length including the trailer.
- Guests bringing boats/towables to the resort without a boat parking reservation will be required to make other arrangements for their boat/towable if all designated boat parking is reserved.

- Recreational vehicles are not allowed to be parked in the resort parking lot.
  - No electrical or water hook up is allowed except for boat batteries, which may be charged at the designated electrical plugs.
  - No pets are allowed to stay in a car or any other vehicle in the parking lot.
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### **Owner & Guest Responsibilities:**

- Each guest shall be responsible for notifying the resort office of any missing, damaged or non-operational items, furniture, appliances or room amenities in writing by submitting a maintenance request form. The maintenance request form is included in the guest check in packet.
  - Any loss or damage not reported as stated above can be charged to the owner or guest.
  - Any loss or damage caused by the owner or guests shall be charged to the owner or guest. The Board of Directors shall determine the charge amount.
  - 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.
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### **Pet & Service Animal Policy:** [Revised 8/20](#)

#### **Pet Policy:**

- **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. A list of local [pet boarding facilities](#) is available on the LCDS website.
- If there is any evidence that you have or have had a pet in your unit that are not legal Service Animals or have not been previously approved by LCDS as [Comfort/Support Animals](#), you will be charged a [Pet Fee](#), which is established by the Board of Directors.
- The "Pet Fee" is currently \$100.00 per day per animal. ([Current Fees](#))

## Service & Comfort/Support Animal Policy:

- 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 requires the owner to submit the appropriate paperwork to the reservations office at least two (2) weeks in advance of occupancy. The requirements for comfort animals can be found [here](#). All requirements must be met or the comfort animal will not be allowed on resort property.
  - 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.
  - Service Animals and Comfort/Support Animals are not allowed to urinate or defecate in any common area of LCDS, including the breezeway, breezeway planting beds, grassy areas, parking lot, dock/deck area or pool area. The owner of the animal is responsible for ensuring the animal is away from all common areas of the resort before urination/defecation.
  - A cleaning fee of \$100.00 will be charged for any animal waste cleanup by LCDS staff.
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## Deeded & Interval Weeks:

- Deeded Week & Interval Plus Week Dates:
  - Red Week (26 Wks) - Weeks 18 - 43
  - White Week (19 Wks) - Weeks 09 – 17 and Weeks 44 -53
  - Blue Week (8 Wks) - Weeks 01 – 08
- 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 availability 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 and damages of anyone they permit to use the Unit Week and any guests they may have.
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### **Interval Plus (IP), Owner Sponsored Interval Plus (OSIP) & Owner Bonus Time (OBT):**

#### **Interval Plus Weeks (IP)**

- Interval Plus week (IP) use is for an owner and their immediate family.
- Immediate family is defined as children, parents and grandparents.
- The number of IP weeks available to an owner is established when your deeded week is purchased. The amount of IP weeks the deeded owner can apply for are guaranteed by your deed, but not guaranteed to be available on any given date.
- 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 Week fee is set by the Board of Directors and is currently \$250.00 for a one-bedroom unit and \$350.00 for a two-bedroom unit. ([Current Fees](#))



- Interval Plus Week (IP) reservations cannot be made more than 30 days in advance of the reservation week.
- 30 days is counted from date to date, regardless of number of days in the month. (Example: 30 days previous to March 15th would be February 15th.)
- 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.
- The owner allowing someone in the immediate family to use an Interval Plus Week is financially responsible for the actions of anyone they permit to use the Unit Week and all guests they may have.
- 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](#))
- **To make IP reservations:** You should call the Reservations Office at or shortly after 9.00 a.m. on the 30<sup>th</sup> day from your preferred reservation date. On these “Call In” days, the reservation office phone is not answered until 9:30-10AM to ensure equal chance of getting a reservation. Leave a message with your contact information and you will be placed on the Call Back List. Messages are returned on a first come, first serve basis and in the order they were received, according to the time stamp of the call. 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.

### **Owner Sponsored Interval Plus Weeks (OSIP):**

- Owner Sponsored Interval Plus Weeks (OSIP) allow use of the resort to anyone for whom an LCDS owner is willing to be financially responsible, including friends and family not included in the use of regular IP weeks.
- OSIP week reservations cannot be made more than 29 days in advance of the reservation week.
- 29 days is counted from date to date, regardless of number of days in the month. (Example: 29 days previous to March 15th would be February 16th.)
- The sponsoring owner is financially responsible for any fines, damages, fees or assessments levied against the guest for any reason.
- The sponsoring owner must complete and submit the [Financial Responsibility Form](#) to the reservations office.
- The [rate for OSIP weeks](#) fluctuates by season, and is determined by the Board of Directors.
- OSIP weeks are for one full week (Friday to Friday). Less than a week usage will be considered as one full week for billing purposes.

### **Owner Bonus Time:**

- Owner Bonus Time is available, on an availability basis, to owners or immediate family or to those who are at LCDS on an RCI exchange and wish to extend their stay.
- Owner 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](#))

- Owner Bonus Time reservations cannot be made more than 30 days in advance of the reservation week.
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## **Reservations & Payment Information:**

- Reservations of any kind can only be made by calling the reservations office at 817-396-4676. The resort office cannot accept reservations of any kind.
  - The total amount due for any reservation shall be paid at the time the reservation is made with a credit card or by check.
  - If paid by check, the check must be received in the Reservations and Accounting office within seven calendar days of making the reservation.
  - Reservations are made on a space available basis.
  - 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.
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## **Maintenance & Right of Entry:**

- 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, maintenance staff, or any agent appointed by the Board of Directors, shall have the right to enter any unit to perform maintenance, alterations, improvements, repairs or inspections of the unit during the time of stay of any guest(s) or occupant of any unit.
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## **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.
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## Non-Registered Owners & Day Guests:

### Non-Registered Owners:

- Non-registered owners are not allowed to use the resort facilities when not staying at the resort.
- The use of LCDS facilities is only for guests and their visitors who are currently registered to stay at the resort.

### Day Guests & Visitors:

- Any owner/guest expecting day guests or visitors while staying at the resort must complete and submit a Visitors Registration Form each day the day guest(s) or visitor(s) access the resort.
- The sponsoring owner/guest is financially responsible for any day guests, including any fines, fees, damages and rules violations resulting in such.
- The sponsoring owner/guest is responsible for explaining and educating the day guest(s) on the rules and regulations of LCDS.
- At the sole discretion of the resort management or Board of Director, any day guest/visitor may be asked to vacate the premises due to drunkenness, disorderly conduct, profanity, drug use or failure to comply with LCDS rules.
- The sponsoring owner/guest must be present at the resort before any day guest or visitor can access the resort.
- The sponsoring owner/guest is responsible for adhering to the parking spot limitations of two parking spots allowed per unit while day guests or visitors are at the resort. Failure to comply may result in a vehicle(s) being towed.
- All day guests/visitors must leave the resort by 9 PM. Failure to vacate the premises by 9 PM could result in over occupancy violations and be subject to the [“Over Occupancy Fee”](#) of \$100.00 per day per person.
- Any day guests/visitors that have not complied with the above rules shall be asked to leave immediately, and at any time may be asked to leave by a Board of Director or resort management.

### Winter Texan:

- [The Winter Texan program](#) is open to anyone, regardless of ownership status, to be a guest at La Casa Del Sol from the first Friday in November to the first Friday in March.
  - All Winter Texan guests shall abide by the rules established in the [By-Laws](#) and the [Rules and Regulations](#) of La Casa Del Sol.
  - The number of units available for the Winter Texan program is determined by the Board of Directors, and is subject to change.
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## **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.

Revised: 8/8/2020