



# La Casa del Sol

## Rules & Regulations

Revised: 10/11/22

### Definitions:

**Owner:** A person or persons owning at least one deeded week at La Casa del Sol Resort.

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

**Visitor:** A person or persons visiting any owner or registered guest staying at the resort, that is not an overnight guest.

**Guest:** A person or persons staying at La Casa Del Sol and being one or more of the following:

- Non-owners
- Sponsored guest
- An RCI member or another-affiliate member
- Winter Texan
- Any other person(s) staying at the resort through any other affiliated timeshare or guest program.

**Common areas:** parking lot, sidewalks, walkways, sundeck, fishing pier, boat docks, pool area.

### 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 change, the registered owner/guest must notify the resort office.
- Non-owner guests cannot transfer occupancy of a unit without permission from the resort office. 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 dogs are allowed. Requirements for service dogs can be found on our website. All requirements must be met or the service dog will not be allowed on the 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. *A no-show fee of \$50.00 will be charged.*
- Upon check-In, the owner/guest must complete all required check in forms and sign any acknowledgment forms presented in the office.
- Upon check-in, owners/guest will be given a parking pass for their vehicle(s), limited to two, 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 two vehicles, or one vehicle and one golf cart per unit.

#### Visitors:

- The owner/guest must also list by name any visitors on property, and obtain a parking pass for any additional vehicle, not to exceed the two-parking pass limit.
- A visitor's vehicle is counted against the two-parking spot limit of the owner/guest. The total number of parking spots occupied while a guest has visitors may not exceed two. The owner/guest and visitor(s) will be required to remove as many vehicles as is necessary to comply with the two-parking spot limit.
- The number of visitors allowed is not to exceed the occupancy limit of the unit the owner/guest is staying in *See Occupancy Unit Rules.*
- All visitors must vacate the property by **9PM** on the day of arrival.
- Owners/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. 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.
- 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, marijuana (prescription or not), electronic and vapor devices. At no time is smoking permitted outside the unit's door while the door or windows are open.
- Smoking is allowed outside the units in the sundeck area, fishing pier, dock area, pool area, porch, and all other common 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, balconies, entrances, 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, kayak, surfboards, mopeds, shopping carts, benches or any other objects of a similar nature shall be left in these areas.
  - 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 signage from owners/guests is permitted on LCDS property, to include flags, banners, posters, signs, and flyers.
  - 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. Only the color towels are to be used outside the unit.
  - 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. Don't leave trash against the dumpster. 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, fireworks, 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.
  - We are a family friendly resort, please refrain from profanity or obscene language.
  - 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.
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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 guests and management. This shall include the all the common areas. Note: the sign at the pool says music listening through personal devices only.

### **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 fishing pier area.
- No more than four boats/watercraft are allowed at one time at the resort, 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.
- Only vehicles that fit within the boundaries of the parking space are allow to park in the two handicap parking spaces in front of the gate.

- Parking spots in the LCDS parking lot are limited to two per unit. Owners/Guests, who exceed the two allotted parking passes will be subject to a fine \$100/per car.
- Parking spots can only be occupied by vehicles and golf carts, not to exceed the two-parking passes. Any other towable, regardless of size, cannot occupy a parking spot, other than those designated for boat parking only.
- 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 prior to arrival. Boats and trailers that are not approved by the reservation office prior to arrival will be asked to be removed immediately or towed immediately at the owner's or guest expense.
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- 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.
- Boats/towables parked in the designated boat/towable parking spots cannot exceed 26 feet in length including the trailer and motor.
- 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 for any length of time.

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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 buildings, 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 and Service Dog Policy**

#### **Pet Policy**

Pets are not allowed anywhere on resort property at any time, including short-term visits. This includes inside any vehicle, trailer, or carrier in the parking lot.

- If you have a pet at check in or any time during your stay, you will be asked to board the pet someplace other than La Casa del Sol. If you refuse, you must vacate the property immediately.
- If there is any evidence that you have or have had a pet in your unit which the on-site management was or was not aware of, you will be charged a "Pet Fee". The Board of Directors establish this fee. The "Pet Fee" is currently \$100.00 per day.

## Service Dog Policy

***Service Dogs are allowed. We will not allow support or comfort animals at the resort.***

- La Casa del Sol is a private entity, we require a letter from a licensed medical doctor that this service dog has been certified, trained, or licensed as a service dog to an assigned individual.
- Please submit the proper paperwork to the reservations office at the time the reservation is made if you have a Service Dog at the resort during your reserved stay.
- A dog that provides only comfort or emotional support is not considered a service dog by ADA regulations and definitions.
- Fraudulent misrepresentation of a dog as a trained service dog will not be tolerated and will be reported to the proper authorities, and immediate removal from the property is required.
- Individuals who have service dogs are not exempt from local animal control or public health requirements.
- Must provide current vaccination records.
- Must provide current licensing and registration.
- Service dogs must remain with the assigned individual.
- The Service Dog must be leashed or always harnessed in public areas.
- The Service Dog MUST always be under handler's control.
- Service Dogs which are otherwise qualified to assist people with disabilities may be removed if either: (1) the dog is out of control and their handler does not take effective action to control it; or (2) the dog is not housebroken. Cleanliness of the Service Dog is mandatory.
- The registered owner/guest is solely responsible for the actions and behavior of the service dog. If a service dog is out of control and the handler does not take effective action to control it, staff may request that the animal be removed from the premises.
- Consideration of others must be considered when providing maintenance and hygiene of Service Dog.
- The ADA does not override public health rules that prohibit dogs in swimming pools. However, service dogs must be allowed on the pool deck and in other areas where the public is allowed to go.
- The owner or trainer of the Service Dog is financially responsible for any damage caused by or extra cleaning required due to the presence of the service dog.
- LCDS is a pet free resort, and as such, no place is provided for animal urination and defecation. All Service dog owners need to walk their dogs OFF and OUT of the resort to relieve themselves. No dog urine or fecal material allowed on the resort property.
- A cleaning fee of \$100.00 will be charged for any animal waste cleanup by LCDS staff.
- A letter from a licensed medical doctor who prescribed the use of service dogs needs to state the following:
  - What work or task has the Service Dog been trained to perform.
  - The letter must state the person/patient's name.
  - The letter must state the service dogs registered name.

- The letter must have the complete address and contact information of the prescribing license medical doctor.
- Must be printed on letterhead of the prescribing license medical doctor.
- Must be updated annually.
- The prescribing license medical doctor office location must be within reasonable driving distance of the person/patients living residence.
- The prescribing license medical doctor may be contacted for verification. If the prescribing license medical doctor cannot be contacted or fails to return messages from LCDS or will not verify the professional and patient relationship for any reason, the service dog will not be allowed access to the resort.

There are individuals and organizations that sell service animal certification or registration documents online. These documents do not convey any rights under the ADA and the Department of Justice does not recognize them as proof that the dog is a service animal.

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### **Reservations & Payment Information:**

- All assessments, special assessments, maintenance fees, or charges owed for any reason must be paid up to date before a reservation can be made.
- 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.
- Cancelling the reservation 15 days or more prior to check in will result in a full refund. Cancelling 14 days or less will result in forfeiture of the full amount you were charged.

### **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 3 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. 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.
- 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](#))
  - 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) Complimentary IP (CIP) & Owner Bonus Time (OBT): All of these can be reserved six (6) months in advance of desired check in date.**

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

- Interval Plus week (IP) use is for an owner and their immediate family.
- 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.
- The Interval Plus Week fee is set by the Board of Directors and is currently \$300.00 for a one-bedroom unit and \$400.00 for a two-bedroom unit.

- You will be limited to booking 2 IP weeks at a time. You can book two IPs for the same week (2 weeks in week 23), two consecutive weeks (1 week in week 23 and 1 in week 24). You will still be charged for both reservations at the time of booking.
- 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:** All fees must be paid at the time the reservation is accepted.

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

- **Definition:** 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
- 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 reservation 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.

### **Complimentary Interval Plus (CIP)**

- If you sponsor someone new who purchases a deeded week for themselves, you may qualify to use an IP week in a calendar year for free. They must tell us your name at the time of purchase.

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### **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).

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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 occupants of the unit. The occupants will be notified in advance.
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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. The Board of Directors may waive this fee.
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## **Non-Registered Owners**

### **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 registered owners, guests, and visitors.

### **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 9PM. Failure to vacate the premises by 9PM 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 member's 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.
- For more information 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/or mailed to the Reservation Office, Attn: Vice President of the Board of Directors.

Revised: 10/11/2022