

# CASA DE LA PLAYA

## Rules and Regulations

As approved by the Board of Directors August 19, 2019

**RULES AND REGULATIONS  
OF  
CASA DE LA PLAYA RESORT SHARES**

The following Rules and Regulations have been established for the benefit of all Resort Share Owners. These Rules and Regulations are subordinate to the Declaration of Resort Share, Casa de la Playa (the “Declaration”) however, they do not change the obligations of an Owner under the Declaration or the Governing Instruments. The Rules and Regulations may be amended from time to time by the Board of Directors and, in the event there is a conflict between the Declaration and the Rules and Regulations, the Declaration shall control.

**DEFINITIONS**

The terms used in these Rules and Regulations, which are defined terms in Declaration shall have the same meanings set forth in the Declaration. To assist you in the reading these Rules and Regulations, some of the definitions contained in the Declaration are repeated or paraphrased below. Several definitions not contained in the Declaration are also included.

1. **“Association”** means the Casa de la Playa Resort Share Owners Association whose members are Resort Share Owners.
2. **“Holiday Weekend”** means any three or four day period which includes Saturday and Sunday which is recognized nationally or statewide as a holiday weekend, including but not limited to the following weekends: New Year’s, Presidents Day, Memorial Day, Labor Day, Veteran’s Day, Thanksgiving and Christmas.
3. **“Permitted User”** mean any person whom you permit to occupy a Resort Share Unit during your Use Period.
4. **“Season”** means either of the following two seasons designated in the Declaration:
  - (a) **“Prime Season”** means the 17-week period commencing at Check-In-Time on the Friday immediately proceeding the last Monday in May of each Resort Share Year and ending at Check-Out-time on the Friday in September of each Resort Share Year which is 17 weeks after the commencement of Prime Season.
  - (b) **“High Season”** means the time period consisting of (i) the time period commencing at Check-In-time on the first Friday of each Resort Share Year and ending at Check-Out-Time on the Friday immediately proceeding the last Monday in May and each Resort Share Year and (ii) the time period commencing at Check-In-Time on the Friday in September which ends in the Prime Season for such Resort Share Year.
5. **“Owner’s Unit Type”** means the type of Resort Share Unit designated in your Original Deed, which type of Resort Share Unit you may reserve for use during your

Season if you follow the reservation procedures set forth under General Reservations Procedures.

6. **“Use Periods”** means the time period reserved by you for use pursuant to these Rules and Regulations.
7. **“Resort Share Year”** means the one-year period commencing at Check-In-Time on the first Friday in January and ending at Check-Out-Time on the first Friday in January of the following year.

### **AMENDMENT**

The Association, through its Board, may amend these Rules and Regulations from time to time, at its discretion.

### **VIOLATIONS**

Your Failure to abide by these Rules and Regulations or the terms and conditions contained in the Declaration may result in suspension of your rights and privileges as a Resort Share Owner, including non-acceptance of future reservation request.

### **RESERVATIONS**

Making reservations for your **Casa de la Playa** vacation is just like making reservations at any fine resort. A reservation request may be made as follow:

- (1) **Phone (858-459-3446)**
- (2) **FAX (858-459-2060)**
- (3) **Written request sent to:**

**Casa de la Playa  
321 Coast Boulevard  
La Jolla, California 92037  
Attn: Reservation Department**

- (4) **In person at the Reservation Office**
- (5) **E-Mail/FAX**

Please provide the following information:

- (1) Your name, address and location where you can be reached by phone.
- (2) Your Owner’s Unit type and Season.
- (3) Request arrival date and anticipated departure date.
- (4) Indicate the number of adults and children who will be occupying the unit during your requested Use Period (**4 PERSON MAXIMUM PER UNIT**).

(5) Be sure to record the dates of your reservation request for your own records.

**General Reservation Procedures**

(1) A reservation for a Use Period may be requested from the Association based on the same unit type (studio or one-bedroom) and same season (Prime or High). If you own more than one (1) Resort Share, you may request consecutive Use Periods as long as the weeks are the same unit type (studio and one-bedroom) and same season (Prime or High). Every effort will be made to accommodate such requests, however there are no guarantees.

(2) Your reservation shall be confirmed by the Association before it is valid. Confirmation of reservation requests will be made in writing, by fax or by e-mail. Reservations confirmed less than seven (7) days prior to the commencement date of the Use Period to be reserved may be confirmed by telephone. (Be sure to record the date and the name of the individual who confirmed such reservation for the Association.)

(3) There will be no accrual or carry-over of unused time if any of your seven (7) nights is not used in any Resort Share Year. Unused reservations will be charged against your Use Period.

(4) No reservation request or confirmation shall be confirmed by the Association if Resort Share Owner is delinquent in the payment of Assessments, fines, late fees as of January 31, April 30, July 31 and October 31. The Resort Share Owner who is delinquent in payment of Assessments, fines, late fees as of January 31, April 30, July 31 and October 31 will lose his/her reservation for the current year. Upon payment of the past due amounts, the owner may make reservations for the current year, if a week of use is available, and for the following year.

(5) You may cancel your reserved Use Period without penalty, by giving notice at least seven days prior to Check-In-Time on the first day of the Use Period so reserved; however, if you cancel your reservation, the Association may not be able to confirm another reservation in the same Resort Share Year. If you cancel a reservation less than seven (7) days prior to the Check-In-Time on the first day of the Use Period so reserved, you will be considered to have used the entire Use Period for which the reservation was made. If you “no show” on the first day of your Use Period without notifying the Association, you shall be deemed to have used the entire Use Period reserved by you.

(6) A Lottery Draw shall be conducted on the “First Day to Reserve” as indicated on the current Reservation Guide for confirmation of unit assignments.

(7) ONLY reservation requests submitted in writing on the Standard Reservation Request Form shall be eligible for the Lottery Draw. E Mail request shall scan or recreate the Standard Reservation Request Form in order to participate in the Lottery Draw.

(8) Standard Reservation Request Forms shall be received in the Casa de la Playa Office by 4:00 PM, PST on the day prior to “First Day to Reserve” on the current Reservation Guide. Submitting the Request Forms earlier than 4:00PM on the day prior to “First Day to Reserve” does not constitute a preference.

(9) Reservation Request Forms may be submitted **ANYTIME** after the current Reservation Guide has been received by the owners each year.

(10) Reservation Request Forms shall be complete and legible.

(11) Multiple week owners may request continuous weeks of use on one Reservation Request Form as long as they are the same unit type (ie: Studio or One-bedroom) and same season (ie: Prime Season or High Season).

(12) Multiple week owners shall submit a separate Reservation Request Form when requesting reservations for non continuous weeks during the “use year.” Multiple week owners may request consecutive Use Periods. If the multiple consecutive weeks exceed four weeks only four (4) weeks shall be assigned in the same unit. For example if a multiple week owner is requesting nine (9) weeks for the same unit type and same season, the first four (4) weeks will be assigned to a unit, the second four (4) weeks will be assigned to a unit different than that for the first four (4) weeks and the ninth week will be assigned to a unit different than the first and second four (4) weeks.

(13) The Lottery Draw shall be conducted by Staff from the Mail, E Mail, Fax, or other means of written communication requests **ONLY** and units shall be assigned prior to accepting phone requests or personal appearances on the “**First Day to Reserve**” as indicated on the current Reservation Guide.

(14) Should a Reservation Request not be drawn for the first choice indicated, the second choice shall be assigned and so on.

(15) In the unlikely event a Reservation Request is not drawn for any of the choices indicated, it may:

- a) Be moved to the next available use week;
- b) Be moved as directed by the owner through a telephone call;
- c) Be returned to the owner for a new and revised Reservation Request Form.

(16) Lottery Draw will be in two phases, first phase is for the choice of week and second phase is for the unit assignment. Every effort will be made to honor preferences on units; however, management reserves the right to assign units of the same ownership category based on the Lottery Draw. Flexibility on unit choices by the owner enhances the opportunity for a successful draw.

(17) Confirmation will be e-mailed or sent via USPS mail immediately after the Lottery Draw and if the owner does not receive a confirmation within seven (7) days, it is likely their reservation request was not drawn

(18) Owners may call the Casa Office to verify drawing results after 1:00 PM, PST on the “**First Day to Reserve**” as indicated on the Reservation Guide.

(19) Requests for existing availability of units already subject to the Lottery Draw should be handled with the Casa Office by phone or personal appearance.

(20) All questions regarding the Reservation System should be directed to the Casa Office.

## **USE RIGHTS AND RESTRICTIONS**

### **Prime Season**

Subject to all the terms and conditions contained in the Declaration and in these Rules and Regulations, if you are a Resort Share Owner whose Resort Share designates the Prime Season and if you are not delinquent in the payment of your Assessments, you have the right for each Resort Share owned by you which designates the Prime Season, during each Resort Share Year, to use and occupy a Resort Share Unit which is of the same Unit type as your Owner's Unit type for seven (7) consecutive nights ONLY, commencing at Check-In-Time on a Friday during the Prime Season provided you have reserved such use and occupancy in accordance with these Rules and Regulations.

### **High Season**

Subject to all the terms and conditions contained in the Declaration and in these Rules and Regulations, if you are a Resort Share Owner whose Resort Share designates the High Season and if you are not delinquent in the payment of your Assessments, you have the right for each Resort Share which designates the High Season owned by you, during each Resort Share Year, to use and occupy a Resort Share Unit which is of the same Unit Type as your Owner's Unit type for seven (7) nights ONLY during the High Season provided you has reserved such use and occupancy in accordance with these Rules and Regulations. During the High Season ONLY, the owner may elect, subject to availability, to split the weeks under the following guidelines:

- (a) Each resort week comprises a seven night stay, which includes a Friday, Saturday, Sunday, Monday, Tuesday, Wednesday and Thursday. Each night of the week may be used only once during the Resort Year.
- (b) Minimum reserved time shall be for 3 nights commencing on Friday or Monday nights of the Resort week.
- (c) The Board, at its discretion and with prior notice to all the Share Owners, may impose a special clean up fee for split week use.

### **Service Period**

The Association will reserve 14 nights and days, for each Resort Share Unit during which period the Association may maintain, refurbish and repair such Resort Share Unit as necessary. The Association will determine which days and nights will be contained within the Service Period for each Resort Share Unit, which determination may be changed from time to time. No reservations for the Resort Share Unit will be accepted during the Service Period for each Resort Share Unit.

### **BONUS USE**

Bonus time or use is restricted to Resort Share Owners and their Permitted Users and is subject to availability and all terms and conditions contained in the Declarations and in these Rules and Regulations. If you are not delinquent in the payment of your Assessments and your basic entitlement of seven (7) nights for your Resort Share(s) has been reserved, used or lost with

penalty, you have the right to use and occupy a Resort Share unit of any Unit Type during any Season, for time periods other than your basic entitlement of seven (7) nights per Resort Share owned by you provided you have reserved such use and occupancy (“Bonus Use”) in accordance with the following procedures:

- (a) “Resort Share Owners may not make a reservation for bonus use more than ninety (90) days prior to Check-In-Time on the date which is the first date for which such reservation is sought.”
- (b) Resort Share Owners may take reservations for not less than a three (3) night stay commencing at Check-In-Time on Friday or Monday of each week.
- (c) Reservations made for bonus use shall be honored on a first-come, first-served basis and may be made in person, by telephone, FAX, mail or other recognized methods of communication.
- (d) Reservations for bonus use will not be accepted during the Service Period for each Resort Share Unit.
- (e) If you reserve a Resort Share Unit for Bonus Use you will be charged a reasonable rental thereof, which rental will be fixed from time to time by the board. All rental revenues generated by Bonus Use of Resort Share Units will be deposited in the General Account of the Association.

### **UNIT TYPE CHANGE**

Based on availability an owner of a reserved studio or a one bedroom unit may change the reservation to another unit type. The charge for changing unit type will be set by the Board of Directors.

The following rules apply:

- Unit change placed no more than 30 days prior to arrival
- Partial weeks may be subject to additional cleaning fee
- An additional cleaning fee may be charged if owner has already been checked into reserved unit prior to changing unit.
- Unit Change payments are non-refundable
- Occupancy for any Sand Dollar Unit is four (4) persons and for any Torrey Pine Unit is four (4) persons

### **CHECK-IN AND CHECK-OUT TIMES; SERVICE PERIOD**

**Effective January 1, 2019, Check-In-Time** shall commence at 4:00 PM and **Check-Out-Time** shall be 10:00 AM Pacific Time. The Six (6) hour period from 10:00 AM (**Check-Out-Time**) to 4:00 PM (**Check-In-Time**) between Use Periods is reserved exclusively as a service period for cleaning, repair and maintenance of the Resort Share Unit and occupancy during the Service Period is prohibited

### **FAILURE TO VACATE**

If you or your Permitted User fail to vacate the Resort Share Unit at the end of your Use Period, such failure to vacate may result in the severe consequences set forth in the Declaration.

### **CARE OF INTERIOR FURNISHINGS AND EQUIPMENT**

When you or your Permitted User use an assigned Resort Share Unit, you, the Resort Share Owner, are responsible for any damage done to the Resort Share Unit and its furnishings during your Use Period, other than normal wear and tear. Any non-reimbursed charges for damage or loss will be added to your bill at Check-Out-Time or will be billed directly to you. Non-payment of such a charge will be cause for suspension of use privileges until such charge has been paid. You should report any damage or deterioration to your assigned Resort Share Unit or its Common Furnishings to the Manager as soon as possible after checking-in. All Resort Share Owners and their Permitted Users shall be responsible for removing all their personal property from their assigned Resort Share Units at Check-Out-Time.

### **BUILDING MODIFICATIONS**

No structure changes, reorganizations or removal of furniture, wall hangings or floor coverings or redecorating of any type within the assigned Resort Share Units or other areas of the Property are permitted to be made by any Resort Share Owner.

### **MAID SERVICE**

Maid service is provided **without additional charge**, to assure that your assigned Resort Share Unit(s) will be clean and neat upon your arrival. Additional maid service may be available to you for an additional charge. A charge will also be made for additional maid service required by reason of your (or your Permitted User's) use and occupancy of a Resort Share Unit. Charges for maid service will be payable upon your departure.

### **UNIT AMENITIES AND EQUIPMENT**

Please notify the office as soon as possible after check-in if you are missing any item in your unit, or if any item present in your unit is noticeably damaged, worn or unusable. Any items which are missing or damaged following your departure, or the departure of your Permitted User, will be charged to you unless you have promptly advised the Manager of such condition. If any damage to or loss of any items of the Common Furnishings occurs, during your use the occupancy of your assigned Resort Share Unit, please report such damage or loss to the Manager as soon as possible.

### **PASS KEY**

The Manager is provided with a pass key to all rooms, In case of emergency, the Manager or his/her employee may enter your assigned Resort Share Unit, and, in such case, will notify you, as soon as reasonably possible, of the reason for such entry.

## **SAFETY AND HEALTH RULES**

1. The Association reserves the right to establish specific rules governing such potentially loud or disturbing activities such as the use of musical instruments, hi-fi equipment, or late-evening entertaining.
2. Pets may NOT be brought onto the premises at anytime.
3. The Spa at the Project is to be used only in accordance with the rules and regulations posted at the Spa and each person using the Spa do so at his or her own risk. No one under the age of six (6) may use the Spa. Those over the age of six (6) years and up to fourteen (14) years may use the Spa ONLY with adult supervision.

## **STORAGE**

Neither the Manager nor the Association is responsible to you for any loss of or damage to your personal belongings. The Manager shall not be responsible for any belongings left by you or your Permitted User at the expiration of your Use Period. Except in areas which may be designated for such purpose by the Manager (storage lockers, for example), neither you nor your Permitted User may keep personal property on the premises other than within the assigned Resort Share Unit.

## **CONTROL OF CHILDREN**

Resort Share Owners are responsible for the conduct of their children within the Project and shall ensure that the conduct of their children within the Project does not offend other occupants within Casa de la Playa or damages in Common Areas with the Project. Children will not be allowed to play in the Common Areas unless otherwise designated by the Association.

## **MAXIMUM OCCUPANCY**

The maximum allowable occupancy for any Sand Dollar Unit is four (4) persons and for any Torrey Pine Unit is four (4) persons.

## **GUESTS**

You may lend your Use Period to others without charge and may invite guests to share occupancy of your assigned Resort Share Unit during you Use Period(s), provided that maximum allowable occupancy limits are not exceeded. The Manager will not give access to any Resort Share Unit without written permission from the Resort Share Owner in whose name there is a confirmed reservation. If you intend for a guest to use your reserved Use Period, you must inform the Association in writing prior to the first day of the Use Period reserved. Please indicate the name(s) and address(es) of the guest(s). Upon check-in, guests will be required to show proof of identification and sign a registration card.

### **PERSONAL CHARGES**

Since Casa de la Playa operates in much the same fashion as any fine hotel, Resort Share owners and their Permitted Users shall pay any personal charges upon check-out. In the event you have made a reservation for Permitted User, you will be responsible for any charges not paid by such Permitted User upon check-out. Local and long distance (domestic) phone service is included in your Assessment. If your Personal Charges (or those of your Permitted User) are not paid upon check-out, a service fee will be charged to you for each necessary billing from the Association. Non-payment of Personal Charges may result in rejection of future reservations requests or in the suspension of your use privilege as provided for the Declaration.

### **SMOKING**

Casa De La Playa is a 100% smoke free resort. Smoking is not permitted in the units or on the grounds.

### **NO SHOW POLICY**

-Effective January 1, 2019

On the third day an Owner or guest has not arrived or called the resort, the rest of the reservation may be cancelled to open time for others. We make a diligent effort to reach Owners and guests on the first and second day of a No-Show; however, if we cannot reach you, and you have not called us, we may release the time. If you forfeit your time, we cannot reschedule. We are here to help you. If you know you will be arriving late, please call us!

### **SERVICE ANIMALS**

Please note that service animals are defined by the ADA as:

Dogs that are individually trained to do work or perform tasks for people with disabilities. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do NOT qualify as service animals under the ADA. Any attempt to present a comfort or emotional support service animal or pet as a service dog is fraud.