

## **SIERRA SPRINGS OWNERS ASSOCIATION (SSOA) COMMERCIAL ACTIVITY RULES**

Commercial Activity, for the purposes of this Rule, is defined as activity performed within the boundaries of Sierra Springs Owners Association, that results in pay or profit for an individual. This applies to any benefit that may be received for goods, services or accommodations. Receiving something of value by swap, trade, barter or otherwise tangible or non-tangible means is considered a Commercial Activity.

All the SSOA Covenants, Conditions, and Restrictions (CC&Rs) have a section that prohibits Commercial Activity which may be or become an annoyance or nuisance to the neighborhood and/or would change the residential quality of the development.

These Rules clarify permissible and non-permissible Commercial Activity under the CC&Rs, which references El Dorado County Zoning Regulations as a source. The Rules also clarify those activities which are not considered permissible Commercial Activities.

For example: Items sold for an annual charitable, registered non-profit organization are considered permissible. Yard sales are considered permissible given they are limited to two events per calendar year. Each event is limited to two consecutive days. Notification to the SSOA Manager is required prior to a yard sale.

Members who want to hold any type of permissible event on SSOA owned property, must complete the Lodge Rental Form, pay the required deposits and rental fees, and provide proof of insurance coverage naming SSOA as an additional insured.

### **PERMISSIBLE ACTIVITIES:**

- Home office or in-door business which does not require customers or other individuals to conduct in person visits to the residence.
- Teaching or in-home tutoring.
- Art Studio.
- Music instruction.
- Where allowed by SSOA Bylaws, CC&Rs and Rules, the raising and selling of foodstuffs such as honey, eggs, dairy products or vegetables for sale at markets or to individual customers.
- Small child day care (serving 6 or fewer).
- Dress making or clothing alternations.
- Woodworking or metalworking making jewelry, wood carvings or other hobbies that create artwork or products for sale at craft fairs and/or retail outlets outside of the Association or online.
- Long-term (30 days or more) rental or lease of property or room within a residence.

Note: In circumstances where an El Dorado County license or other requirement conflicts with the SSOA Commercial Activity Rules, the more restrictive of the two shall prevail.

**PROHIBITED ACTIVITIES:**

- Short term rentals. Short term rental is defined as renting, subletting or leasing of a residence or any portion of a residence for fewer than thirty (30) days.
- Storage of materials for a commercial enterprise.
- Signage identifying the residence as a place of business.
- No store front, office or other identifier which can be seen or heard from the street or from another owners' property.
- Any activity that requires a parking lot for customers.
- Activity which creates additional traffic volume to the detriment of the Association.
- Activity that creates noise, dust, odor, smoke, vibration or light extending beyond the property lines of the individual(s) conducting such activity.
- Activity which creates excessive waste or byproducts.
- Operating a barber shop, hair or nail salon or massage services.
- Auto repair services.
- Group home, transitional housing, rehab facility and all other medical type facilities.

**GRANDFATHER PROVISIONS:**

In keeping consistent with SSOA prior grandfather provisions, all activities, both allowable and non-allowable will be grandfathered into existence provided that the owner(s) provide indisputable proof that their operation has been in effect for a minimum of five (5) years.

For ease and uniformity, proof of such activity must date prior to January 1, 2015.

**OWNER RESPONSIBILITIES:**

- Copies of all Rental Agreements submitted to SSOA office prior to tenant occupancy.
- Copy of the tenant(s)' signed acknowledgement that the (tenant) has received a copy of the SSOA Rules and applicable CC&Rs and agrees to abide by such Rules and CC&Rs.
- Rental agreements may not include a clause that allows the renter or leasing party to break the agreement with less than 30 days of residency.
- Signed acknowledgement from the owner(s) that they are solely responsible for the actions of those with whom they conduct a Commercial Activity, and that the owner(s) indemnifies and holds harmless the SSOA in all matters relating to such commercial activity.
- Architectural Applications and grandfathered proof must be submitted to the SSOA office.

No approved allowable or grandfathered Commercial Activities are transferable when a property is sold, a renter moves out, or an owner is deceased.

Owners who fail to abide by the SSOA Commercial Activity Rules will be subject to disciplinary action.