

**TIMBER MANOR CONDOMINIUM ASSOCIATION (TMCA)**

**6038 & 6110 East 12th Avenue  
Anchorage, Ak 99504**

**TMCA RULES & HIGHLIGHTS OF THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&R),  
RESERVATION OF EASEMENTS AND CONDOMINIUM PLAN**

**PURSUANT TO THE HORIZONTAL PROPERTY REGIMES ACT OF THE STATE OF  
ALASKA FOR TIMBER MANOR CONDOMINIUMS AND BYLAWS**

**UNIT OWNERS AND RESIDENTS ARE RESPONSIBLE FOR UNDERSTANDING AND  
COMPLYING WITH THE COMPLETE CC&Rs AND BYLAWS**

Each unit owner should have received a copy of the CC&R and Bylaws from the seller or agent upon buying the unit.

**I. PREFACE**

The intent of these Highlights and TMCA Rules is to provide a fair, equitable, reasonable and nondiscriminatory enforcement policy for maintaining the equality of a peaceful living environment.

**II. GENERAL**

1. The TMCA Board of Directors has the authority to:

- a) adopt, enforce and amend such additional rules as it may deem necessary or advisable.
- b) impose reasonable fines, penalties or legal action upon the owner for violations of the TMCA Rules and CCRs. Fines may be noted herein or on notice of violation.

NOTE: Fines assessed are not in lieu of charges for repair of damage which may require assessment at a later date.

2. For an infraction of each rule, notice of violation and charge to be assessed against the unit owner will be sent to the owner with the reason for the charge stated in the notice.

- a) Where a fine is associated with a violation, a warning without fine assessed may be issued for the first violation of said rule.
- b) The owner may request to appear at the next Board Meeting so he/she can be heard on the issue of the charge.
- c) All such rule violation charges will be subject to a late charge of 10 percent if not paid by the end of the month in which they are billed. Within 30 days from the date of assessment.
- d) CHARGES ARE MADE AGAINST THE UNIT OWNER, AND NOT AGAINST THE TENANT, GUEST, VISITOR, ROOMMATE, ETC.

3. The Board of Directors or managing office may authorize entry to a unit in EMERGENCIES where the unit or any part of the project is threatened whether or not the unit owner or resident is present at the time.

**III. RESPONSIBILITIES & LIABILITIES**

1. In the event a Unit Owner or the Unit Resident is not reachable the Board of Directors or Managing Agent may authorize entry to a unit in EMERGENCIES where the unit or any part of the Association is jeopardized whether the unit owner or resident is present at the time.
2. TMCA is not responsible for damages, under any circumstances, to personal affects located within any individual unit. Homeowners and Renters are responsible for personal coverage.
3. Water shall not be left running (i.e. running toilets, dripping faucets). TMCA pays for water by the gallon and it is imperative that fixtures be in working condition. This helps reduce the need to raise dues.
4. Owners are responsible AT ALL TIMES for the action and conduct of their tenants and their tenant's guests.
5. Each unit owner shall be liable for any damages to the common areas or any equipment thereon which may be sustained by reason of negligence of said unit owner, tenants or guests.
6. Nothing shall be done or kept upon the premises which will increase the liability and/or the insurance rates for the Association or which will obstruct or interfere with the rights of other owners. (fine to be determined commensurate with increase in liability/ insurance rate and depending on activity).
  - a) Units are restricted to single family residential usage. Professional and administrative occupations only may be carried on within units only as long as the activity is not evident externally.
  - b) No obvious commercial activity (such as shops within the unit) are allowed that would create a disturbance to another owner or resident by foot traffic, noise or parking.
  - c) No garage sales are allowed without prior approval of the Board of Directors.
  - d) Common areas may not be used for any commercial purposes. (\$25.00 per occurrence).
7. A fee will be charged for additional building entry/laundry room keys. Keys will be available from the managing agent.

#### **IV. EMERGENCIES, SAFETY, CLEANLINESS, CONSIDERATION OF NEIGHBORS**

1. IN THE CASE OF EMERGENCIES, FOLLOW APPROPRIATE EMERGENCY PROCEDURES AND NOTIFY NEIGHBORS, BOARD OF DIRECTORS, AND MANAGEMENT AGENT AS APPROPRIATE. In case of hazardous, potentially hazardous, or dangerous situations or emergencies, notify the Board of Directors or Management Agent as soon as possible.
2. Repairs and adjustments of the following items are to be made by authorized personnel (as required by the Board or Management Agent) only:
  - Smoke Alarms, CO2 Detectors
  - Common Area Heaters
  - Common Area Electrical
  - Common Area Plumbing, including water heaters and boilers
3. All malfunctions are to be reported immediately to a board member or to the Management Agent. Please - **DO NOT ATTEMPT UNAUTHORIZED REPAIR** unless it is a lifesaving emergency. NOTE: If the smoke alarm goes off, call the fire department immediately.
4. No improper, offensive or unlawful use shall be made of any part of the association.

- a) Explosives, flammables or illegal products may not be kept or used on the property. Barbecues and smokers are restricted to electric style only. No open-flame equipment is permitted.
- b) No exterior fires are permitted.
- c) No arms including firearms, BB guns, pellet guns, sling shots, etc. may be used recreationally on the property.
- d) TMCA Board of Directors and Managing Agent requests notification by owners of all reports of alleged illegal activities and/or police (or other emergency response) reports. This includes reports of burglaries and other alleged illegal activities such as disturbances of peace and illegal drug use or commerce.

5. **TMCA garbage pick-up days are Monday and Thursday.** It is best to empty trash regularly rather than emptying several bags at once. **Please break down boxes prior to placing them in dumpster.**

- a) Trash, garbage or other waste shall be disposed of in designated trash containers and shall not be deposited anywhere else and shall not be left in the common areas (such as outside unit door in stairwell landing).
- b) Do not place garbage outside of dumpster. If dumpster is full, wait until it is emptied to deposit trash.
- c) Dumpster lids shall be kept closed upon depositing trash. Please help keep them closed if open when passing by.

6. Each unit owner shall comply with all the requirements of the local or State health authorities and with all other governmental authorities with respect to the occupancy and use of a residence.

7. Each unit owner is responsible for keeping his/her assigned deck(s) and parking space clean. Storage of personal items and trash is not permitted, with the exception of patio furniture and décor as long as maintained in a neat and clean condition.

8. Owners and residents shall not litter (including cigarette butts) in common areas including hallways, stairs, laundry rooms, recreation rooms, decks, driveways, parking, lawn, landscaping areas, etc.

9. **SMOKERS: NO SMOKING IN INDOOR COMMON AREAS** (including stairwells, laundry area, etc.). **DISPOSE OF ALL CIGARETTE BUTTS PROPERLY.**

10. All owners are responsible for keeping their units repaired and maintained in good order and condition. All repairs and maintenance to internal installations shall be made at the owner's expense. Owner shall notify the Association of interior unit remodels or repairs so that in the event an issue that impacts other units or the building, the unit under construction can be reached to verify the issue.

- a) Maintenance, repairs or replacement include interior walls, plumbing and electrical as well as windows and exterior doors to units are the responsibility of the unit owner.
- b) However, it is in the best interest of TMCA that all interior items including plumbing, electrical, exterior doors and all exterior windows be kept in good order and replaced swiftly when broken or defaced for the integrity of the building.
- c) If the owner does not act within 30 days to replace or repair needed items, the Board of Directors will have the repairs made at the owner's expense. (Warning, \$25 per occurrence; if damage repaired by TMCA, costs charged to owner).

d) No internal structural alterations are allowed. Owners are **REQUIRED TO USE LICENSED, BONDED AND INSURED ELECTRICAL CONTRACTORS FOR ANY WIRING**. For other repairs performed within owner's unit, owners are encouraged to use licensed, bonded contractors. (\$50 per occurrence, \$100 thereafter, in addition to charges for any repairs required).

11. Any alterations or installation of signs to any part of the building (homeowner unit or common area) must **FIRST** be approved by the Board of Directors in writing. Signage, such as but not limited to: trespassing, decorative, etc. placed by owners in a common area must first be approved by the Association, except for one for sale or for rent sign in front of a unit's balcony or in the sliding glass door. No political signs may be displayed anywhere on the property.

12. Reckless activities which could lead to injury or damage will not be tolerated whether or not activities are drug/alcohol induced. For example, no climbing up, around, over the decks/guardrails or posts.

13. Any resident who uses an outdoor spigot and/or hose with/without attachment, shall return equipment neatly at the spigot. All hoses must be removed from outdoor spigots no later than October 1<sup>st</sup> to avoid freezing and bursting pipes.

14. Please conserve energy by turning off lights in common areas when you leave them and by leaving the thermostats alone.

15. Do not prop any doors open. All common area doors should be left closed for the security and safety of the residents. The doors may be open for a period of time for moving of furniture or similar, if it is done quickly and under adult supervision at all times.

16. A fee will be charged for additional building entry/laundry room keys. Keys will be available from the managing agent.

17. Owners, residents and their guests shall not cause a nuisance to other residents. A nuisance is defined for the purposes of these TMCA rules as excessive noise, noise producing activities, and noxious or other offensive activities. This shall include, but not be limited to:

a) playing musical instruments, radios, audio equipment, television, amplifiers or other associated mechanical or electrical equipment.

b) operating any other noise producing machinery or equipment.

c) storage of noxious smells or toxic materials in the unit or storage area or vehicle, and other as the Board of Directors may determine.

d) Honking, reckless driving, revving engines, etc.

19. Excessive noise is defined as any unreasonable noise or loud sound produced by unreasonable or inappropriate activities. It is understood by owners and residents that occasional sound is transmitted through walls/floor/ceilings. It is also understood that sound bounces easily back and forth between the two apartment buildings which means that all residents and guests should be additionally considerate of neighbors when producing any noise anywhere on the property.

a) **UNDER NO CIRCUMSTANCES ARE NOISE-PRODUCING ACTIVITIES TO OCCUR BETWEEN 10:00 PM AND 7:00 AM.**

b) **LAUNDRY ROOM HOURS ARE: 7:00AM - 10 PM ONLY. PLEASE BE MINDFUL OF SLAMMING DOORS.**

## **V. OWNERS AND LESSEES:**

1. Any unit owner may lease his/her unit to a third party only if all of the following requirements are met:

- a) No unit may be rented/leased for a period of less than thirty (30) days. No unit owner may lease a unit for transient or hotel purposes and no less than the entire unit. Short-term rentals (Airbnb, VRBO, etc.) are not permitted.
- b) All units shall be utilized in conformance with owner-occupancy requirements established by the Municipality of Anchorage.
- c) No owner may enter into such a lease agreement without having obtained the written consent of the board of directors, which shall be granted on a first-come, first-served basis, and be dependent only upon compliance with the restrictive owner-occupancy requirements established by Alaska Housing Financing Corporation (AHFC), The Federal Home Loan Mortgage Corporation (FNMA), or The Veterans Administration (VA). These agencies will only approve loans based on an association's current owner occupancy ratio-status (e.g. will not approve a loan if more renters than owners) – this can affect a unit's ability to sell or refinance an existing loan.

Request for approval of a proposed lease shall be made in writing, to the association via its management company.

- d) Regardless of any agreement between owner and lessee, each unit owner is responsible for its tenant's compliance with all TMCA rules and CC&R. Fines are assessed to the unit owner.
- e) Upon renting/leasing a unit, the renter/lessee **MUST** sign an agreement stating that they agree to abide by the TMCA Rules and CC&R. A copy of this agreement must be filed at the office of the Management Agent with a copy of the lease.
- f) A unit owner who leases his unit to another party shall report the following information to the Management Agent within 10 days of the rental occupancy or signing of a lease agreement (whichever is earlier):
  - (a) A copy of the executed lease agreement and rule agreement
  - (b) Unit Address
  - (c) Lessee (Renter) Name
  - (d) Name and ages of all children under 18
  - (e) Mailing address
  - (f) Contact Numbers
  - (g) Identify all vehicles owned by residents to be parked on premises:
    - (i) name of registered vehicle owner
    - (ii) Year and Make of Vehicle(s)
    - (iii) License Plate Number

Failure to report this information within 10 days may result in fine assessments.

## **VI. CHILDREN:**

1. Unit owners will be assessed for violations of all residents and guests, including adults and children.
2. Children are not allowed to play in the carport area.

3. Children playing in the driveway or visitor parking must be TMCA residents and under the direct supervision of a responsible resident, parent or guardian. No balls, no bicycling, no roller blading, no climbing any part of any buildings, no activities which could potentially damage any part of the TMCA buildings or property (i.e. break windows, railings, etc.) or which disturb any of the neighbors.

4. Children who are not invited guests or supervised by TMCA responsible adult residents are not allowed to play on TMCA property. TMCA requests that all residents remind these children to play somewhere else.

5. Children shall comply with Municipality curfew laws and quiet hours while on premises.

**September through May:** 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 5:00 a.m. of the following day; and 1:00 a.m. on any Saturday and Sunday until 5:00 a.m. of the same day.

**June through August:** 1:00 a.m. on any day until 5:00 a.m. of the same day.

## **VII. VEHICLES:**

1. Because of the limited space for vehicles, each unit is permitted to have no more than two (2) vehicles. If a unit has more than two licensed drivers living in the unit, the unit owner may submit for a waiver.

2. Spaces in the carport are assigned to each unit. Parking in an unauthorized assigned parking space is subject to towing enforcement and/or fine enforcement.

3. Assigned parking spaces may hold one vehicle and one motorcycle as long as neither vehicle encroaches into adjacent parking spaces. Encroachment is considered if touching or hovering over the painted parking lines.

4. No unattended parking allowed in driveways except for active loading and unloading purposes not taking longer than ten minutes.

5. Parking is not permitted in front of the dumpster.

6. All parking spaces, including designated visitor parking and assigned parking shall be used for parking vehicles only. No boats, snowmachines, motorhomes, other recreational vehicles or other personal effects shall be left anywhere on the property. Parking spaces shall not be used for living, recreational, business or any other purpose than parking appropriate vehicles.

7. Except with the prior approval of the board of directors, only automobiles and trucks rated at not more than three-quarter (3/4) tons shall be parked on the common grounds at any time. Larger trucks and/or commercial vehicles may only be permitted to remain on the property for the purpose of moving in or out of a unit.

8. No unlicensed, inoperable vehicles or otherwise unacceptable as judged by the Board of Directors shall be parked or left anywhere on the property.

9. Storage of vehicles on the property is not permitted. Storage is considered when a vehicle is not used on a regular reoccurring basis. Regular recurring basis refers to parking that occurs repeatedly on a predictable schedule or pattern. Vehicles that are not used after 72 hours are considered stored. Visitor parking is considered daily use parking.

10. Any vehicles not included on TMCA list may be towed from visitor parking if they remain longer than 24 72 hours at a time.

11. Any vehicle which is improperly parked is subject to immediate towing without warning at the owner's risk and expense. All owners and residents are responsible for knowing when and where they or their guests may park vehicles.

12. Vehicles may be washed at the south end of the buildings in visitor parking area only (not in the carport or in the driveway). Please limit car washing to 60 minutes and keep in mind each owner shares the expense of water consumption.

13. All owners are responsible for keeping list of vehicles of residents up to date for TMCA at Management Agent's office. Refer to requirements of Owners and Lessees.

14. There shall be no automotive repair conducted in the open anywhere on the property except for emergency repairs thereto, and then only to the extent necessary to enable movement thereof to a repair facility.

15. Snow Storage: Certain visitor areas will be closed for parking from October 1<sup>st</sup> through April 15<sup>th</sup> for snow storage. Areas will be identified with signage. Any vehicle parked in a closed parking area is subject to immediate towing enforcement.

### **VIII PETS:**

1. The Association shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Board of Directors, a nuisance to any other unit owner.

2. Dogs and cats belonging to unit owners, occupants or their guests must be kept on a leash at all times when outside of unit.

3. Pet owners must scoop up poop after their pets. No animals are allowed to relieve themselves anywhere on TMCA property.

4. No deck shall be used as living areas for any animal or depositories for any fecal matter. Animal control and/or the health department may be called to resolve the issue.

5. A unit owner shall be absolutely liable to each and all remaining owners, for any damage to person or property caused by any pets brought by owner, tenant or guest or kept upon the property.

6. Under no circumstances are pets allowed to play or run free in the interior common areas. Any animal observed within the common areas will be reported to the municipal animal control officers and/or subject to removal to the pound.

### **IX. FINE SCHEDULE**

The Board of Directors reserves the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary, with the right to amend the same from time to time, and to impose reasonable fines for infractions of all rules and regulations. The Board of Directors adopted the following schedule of fines for violations:

First violation \$50

Second violation \$100

Third violation \$200

If the violation continues, the Board of Directors may seek injunctive relief by legal action, the cost of which will be

billed back to the unit owner involved or may decide on further consequences based on the infraction.

Fines are enforceable liens against the property.

The Board reserves the right to set other fines assessments as it sees fit for case by case scenarios.

The application of terms in the above shall be interpreted by the Board of Directors as that which a reasonable person, under reasonable circumstances, would normally interpret the application of terms to be.

Adopted July 17, 1996

Revised July 1, 2025