Autumn Ridge Condominium Association

Rules

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Autumn Ridge Condominium Association

INTRODUCTION:

The community lifestyle associated with condominium ownership is unique. In such a community, it is imperative that a harmonious atmosphere is achieved and preserved. Respect for the rights of our fellow neighbors to enjoy their home and surrounding grounds should be shared by all in the Association community. It is most important that the rights of others are recognized and protected while, at all times, acting in the best interest of the Association as a whole.

The following Rules and Regulations ("Rules") were formulated for the purpose of governing the day to day use of the Common and Limited Common Elements and the activities of owners, residents, and visitors alike. They were prepared using the best judgment of the Board of Directors, accompanied by substantial input from Ownership, and are based on Wisconsin Condominium Law and the Autumn Ridge Condominium Association Declaration and By-laws.

All owners share in the responsibility of following and enforcing these Rules. The Rules are best enforced through personal friendly contact, but an owner seeking to avoid confrontation may also report transgressions to the managing agent or the Board of Directors for remedy. Inasmuch as no set of rules and regulations can address every conceivable situation, it is expected that these Rules will, from time to time, be altered and updated as experience and circumstance may dictate.

POLICY STATEMENT:

In order to maintain high standards of appearance and quality living at Autumn Ridge Condominium Association, Inc., ("Association"), all unit owners and their respective tenants, guests, successors and assigns shall abide by these Rules which have been adopted by the Association.

SECTION I. PARKING

I. Fire Lanes.

A. All blacktop surface that is not an individual Unit's driveway or guest parking area must be kept free of parked vehicles to assure a free flow of traffic and access for fire, rescue or other emergency vehicles.

II. Surface Parking.

A. During daytime hours, a resident may park or allow a guest to park a vehicle in front of that resident's own garage door, provided it does not inhibit general traffic flow, your neighbor's mobility, or block sidewalk access.

B. At night all resident's vehicles must be parked in the resident's garage.

C. Vehicles other than automobiles, pick-up trucks and motorcycles shall not be parked in any non-assigned surface parking space.

D. If a Unit Owner is moving, they may acquire the use of a moving POD or other storage device for a limited amount of time as long as the device is placed in front of the Unit Owners garage and the Unit Owner has gained written permission from the Board of Directors or any officer.

III. Guest Parking.

A. The Guest parking areas are part of the Association Common Area and are only for use by occasional Guests of Association. Member Unit Owners and residents/occupants of Units may not park in the Guest parking areas without prior written approval from the Board of Directors.

B. Unit Owners must obtain prior written permission from the Board of Directors for any Guest to use Guest parking areas overnight for more than one week per month. A visitor hang tag must be present during overnight hours when parking in any Guest Lot. Overnight hours are defined as midnight until 5:00 a.m.

C. If multiple guest vehicles are anticipated for overnight parking, they are to be parked on Franklin City Cobblestone or Franklin City 54th Streets to avoid blocking the fire lanes and/or damage to property.

D. Any vehicle parking in any Guest parking area in violation of the above sections A-C is subject to fines or immediate towing at owner expense.

IV. Snow Parking.

A. Plowing at the Association will begin with a snowfall of two (2) inches or more. Therefore, all cars must be parked either inside a garage or off site (not within the Association). Failure to do so may result in the following:

1. Damage to the car for which the Association will not be responsible; or

2. Extra cleanup charges billed to the resident for the return of the plowing company to clean an area should a resident either not clean or, properly clean the area that was occupied by the resident's or the resident's guest's vehicle. Repeat violations will result in a fine, in addition to the extra clean up charges being assessed by the Board against the resident and/or Unit Owner.

V. Towing.

A. Any vehicle parked in violation of the Declaration, Bylaws or Rules may be towed.

B. Towing charges and penalty fines will be assessed to the resident and/or Unit Owner.

C. The Association shall not be liable for any damages or claims of any kind relating to the towing of any vehicle, including alleged damages to the vehicle.

SECTION II. LAWN AND COURT AREAS

I. Lawn.

A. Driving or parking vehicles, including bicycles, on the lawn areas of the Association is forbidden.

B. The permanent or long-term placement of lawn furniture, lawn ornaments, grills, toys, sports equipment, etc. on the lawn (outside of patio or deck area) is not permitted.

C. Placement of swing sets, playground equipment, sandboxes, tents, swimming pools or any apparatus that would cause damage to the lawn surface is not permitted at any time.

D. Bird baths are not allowed on any Common or Limited Common Element.

E. Bird feeders are not allowed in/on any Common or Limited Common Element (*i.e.*, Decks, Patios, Lawn, Trees) to protect property from weeds, bird droppings, attraction of rodents, and waste from feeders onto lower decks.

II. Paved Areas.

A. For safety reasons, the paved areas of the Association are to remain free from all activities, except vehicular traffic, bicycling or walking. The paved areas may not be used as playground or play areas under any circumstance.

B. The riding of tricycles, big wheels, roller blades, and skateboards, etc., is not allowed on the paved areas of the Association.

C. Basketball backboards/hoops, street hockey, baseball, Frisbee, sidewalk chalk, or other gaming equipment is not permitted on the paved areas of the Association.

III. Care and Use.

A. Unit Owners shall be liable for the repair or replacement of damage to lawns, shrubs, lampposts, lamps, mailboxes, asphalt paving and other portions of the Association caused by themselves, their tenants, invitees and guests. This includes damage caused by vehicles and pets. The responsible Unit Owner will be assessed by the Association for the repair of said damage if correction is not complete or timely. If the damages are covered by the Association's insurance, then the Unit Owner shall be liable for the deductible.

B. Newspaper, bush or flower trimmings and other trash must be immediately picked up and properly discarded.

IV. Driving In the Community.

A. Attentive safe driving at all times shall be the responsibility of all residents and their guests. Drivers are strongly cautioned to enter and exit the Community at prudent, slow speeds, never exceeding 15 mph, being mindful of the possible presence of pedestrians, children and pets.

V. Community Utility Lighting.

A. For the safety and uniformity of all Association residents, the outdoor Utility Lighting that is attached to each building must he maintained by the Association. Residents shall not open or replace light bulbs in these fixtures.

VI. Trash Corrals

A. Trash Corrals are monitored. Association Members are responsible for appropriate trash and recycling disposal. (Reference Garbage & Recycling Information published each year by the City of Franklin).

1. Flatten boxes per Johns Recycling rules.

2. To properly dispose of brush, large recycling items, furniture, hazardous waste, electronics, sharps, etc., contact the following:

(a) Franklin Residential Brush Drop-Off and Recycling Center (414-425-2592)

(b) Waste Management Metro Landfill (414-529-6180)

(c) Veolia Environmental Services (262-255-6655)

(d) Franklin Health Department (414-425-9101)

(e) Johns Disposal Service (262-473-4700)

SECTION III. LANDSCAPING, DECKS AND PATIOS

I. Common Element Plantings.

A. The planting of ornamental flowers, bushes, or shrubs that have not been planted by the Association must be done in a manner that such plantings are not permanent, *i.e.,* Planters or pots, and such plantings are ONLY allowed on the resident's limited common elements.

B. A resident seeking to plant anything other than as set forth above, must first obtain the written consent of the Board of Directors. Any such approved planting would then become the property of the Association, which the Association may or may not care for as it sees fit.

II. Landscaping.

A. It is not the policy of the Association to remove healthy or non-diseased trees, bushes or shrubs to accommodate a unit owner's personal design or preference. There are circumstances however, which may dictate the removal of otherwise healthy stock. (*i.e.,* growing over roofline, roots threatening foundations, etc.).

B. No one shall remove any landscape stock that was planted by or is owned by the Association, regardless of whether it is dead or diseased, except for a contractor hired by the Association or with the written consent of the Board of Directors.

C. Any resident or guest violating these planting rules will be assessed for the replacement of removed landscape stock.

D. Climbing on trees and playing in or around landscaped areas or garbage/recycling sites is forbidden.

E. No hibachi, gas fired grill, charcoal grill or other similar device used for cooking, heating or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 feet of any structure.

III. Laundry.

A. No laundry may be hung outside to dry on any part of the Common or Limited Common Elements, or any part of a Unit that would be visible from the outside.

SECTION IV. MISCELLANEOUS

I. Pets.

A. Any animal, other than fish in an aquarium, to be housed at the Association or within a Unit for more than 7 days in any year, must have a Pet Permit. An Application for the Pet Permit can be obtained from the Association for a $5.00 fee. The Association Pet Permit does not replace any pet license that is required by the City of Franklin.

B. No reptile or un-caged birds shall be permitted within the Association. Only one (1) pet is allowed to be kept in each unit, except that more than 1 fish may be maintained in an aquarium.

II. Club House Usage.

A. Members in good standing are entitled to four clubhouse reservations per year on a first come first serve basis. Usage beyond four reservations is subject to board approval. Meetings of the board of directors, the association, and the association's committees are exempt from the usage quota.

III. Nuisances/Excessive Noise.

A. Residents, tenants, guests and invitees shall not cause or permit any nuisance or unlawful activity to occur or persist within the Association.

B. Excessive and offensive noise, including that caused by verbal means (shouting, yelling, use of profanities), or any recurring or persistent noise that disturbs the individual or collective peace of surrounding neighbors will not be tolerated. These disturbances may also be reported to the Franklin Police Department.

C. No sound device may be played outdoors at such a volume, or in such a manner as to cause disturbances to others. This includes vehicle sound systems.

IV. Flags and Flagpoles.

A. No windsocks, banners or flags may be flown, other than the United States flag in a respectful manner at the Association.

B. Any flag pole holder may ONLY be attached to the Unit Owner's wooden deck and may not be attached to any other Common or Limited Common Element.

V. Signage.

A. The posting of signs, other than signs specifically allowed under Ch. 703 Wis. Stat., will be limited to real estate "For Sale" type only for a period of time not exceeding three hours. No business, personal property-for-sale, rummage, political or other signs are allowed. Signs that support or oppose a candidate for a public office or referendum question may be displayed to public view from a unit as long as the sign is less than 24 inches by 24 inches in size, is placed no more than 60 days prior to the pertinent election or vote, and is removed within 7 days of the pertinent election or vote. The "For Sale" sign shall be subject to the following:

1. The sign is to be non-obtrusive in design and size, not exceeding 3 feet by 2 feet.

2. Use is limited to posting of one (1) sign per unit.

3. The "For Sale" sign may be displayed only during the times of an Open House.

4. Placement may be either in front or rear of unit (Depending on which way the Unit Owner's unit faces the road.) and must not interfere with routine grounds maintenance.

5. An "Open House" sign may also be placed at the entrance of the Association on 51st Street or the corner of 54th and Cobblestone Street during the times the Open House is running.

6. The Unit Owner shall contact Digger's Hotline for the placement of any authorized sign(s) and Unit Owner shall be liable for any damage caused by the sign placement, including to underground utilities.

7. No signage of any kind may be attached to the outside or inside of a Unit.

8. The Community bulletin board, located at each waste site, is solely for the use and such other postings that are pre-approved by the Board of Directors.

VI. Antennas, Satellite Dishes/Cables.

A. Antennas or satellite dishes that are one meter or less in diameter that are used to receive or transmit wireless signals may be installed by a Unit Owner in compliance with the following:

1. Notice must be given to the Board of Directors prior to installation.

2. Must be installed on the roof of the unit facing away from the view of 51st and 54th Streets.

3. Installation in an area within the exclusive use and control (above your Unit) of the Unit Owners.

4. Installation and removal must be performed by a professional contractor to minimize visibility of equipment and prevent the possibility of damage by untrained individuals.

5. Must be removed by a professional upon such time unit is sold and vacated. If not removed, then the cost of this service will be deducted from monies due vacating party.

B. Each Unit Owner installing an antenna or satellite dish shall indemnify and hold the Association harmless from all claims, liability and causes of action, including reasonable attorney fees, caused by the installation, maintenance or use of the antenna or dish.

C. Each Unit Owner along with the Unit Owner's successor and assigns shall be liable for any damages to condo property caused by installation or removal of equipment.

VII. Non-Licensed Recreational Vehicles.

A. Non-licensed motorized vehicles, such as snowmobiles, mini-bikes, ATVs, water craft and go carts, are not allowed on and shall not be driven, operated or parked on Association Common Element or Limited Common Element.

VIII. Business Activity.

A. No trade or business activity which generates any additional traffic or use of Association grounds is allowed. (*E.g*. Day care, home improvement business.)

B. Any trade or business activity that otherwise meets the requirements of Section A, but causes unnecessary disturbances or would be considered a noxious activity, will not be permitted.

C. Rummage and Yard Sales are prohibited unless sponsored by the Association.

IX. Fireworks.

A. Fireworks and related products (*i.e.,* firecrackers, sparklers, bottle rockets, snakes, etc.) are prohibited from use on Association property at all times.

X. Garage Doors.

A. Garage doors are to be kept closed at all times when not in use.

XI. Non-Owner Occupied Unit.

A. Only 10% of the total units shall be leased at any one time, and no single unit shall be leased for more than 5 consecutive years. All units that are not owner-occupied or vacant shall be deemed leased.

1. Approval to lease unit must be obtained from the Board of Directors.

2. Unit must be owner occupied for first year of ownership.

3. Initial lease must have term of at least 12 months.

4. Humanitarian situations will be reviewed by the Board of Directors.

B. Unit Owner Responsibility.

1. It is the Unit Owner's responsibility to convey all necessary documentation and ensure that their lessee(s) and residents know and understand their duty to comply with the Governing Documents. A Unit Owner shall be liable, subject to Section 703.24 Wis. Stat, for any and all breaches or violations of the Governing Documents, including any fines or assessments.

2. Any unit leased, including every part thereof, shall be used for residential purposes only.

3. The following must be submitted by the Unit Owner to the Management Company (also referred to as "Property Manager") no later than ten (10) days prior to the Unit being non-Owner occupied or a tenant taking occupancy:

(a) An executed copy of any lease;

(b) A completed Emergency Contact Form for the Unit Owner;

(c) A completed Emergency Contact Form for each Non-Owner occupant

4. No unit may be sub-leased.

XII. Appliances and Fireplaces.

A. Maintenance, repair and replacement of the appliances and fireplaces are the responsibility of the Unit Owner.

B. Unit Owners are responsible for maintenance on the following items, using approved paint colors, light fixtures, doors and windows.

1. Window replacement style must match existing window.

2. Outdoor light fixture replacement must match approved fixture and be painted with approved color.

3. Garage door replacement style must match existing door and must be painted with approved color to include painting/repair/replacement of trim.

4. Entry door replacement style must match existing door and must be painted with approved color to include painting/repair/replacement of trim.

5. Storm/screen door replacement style must match existing door and must be painted with approved color to include painting/repair/replacement of trim.

6. Windows and Screen must be kept in good repair and/or replace if necessary.

XIII. Owner Damage Liability.

A. A Unit Owner shall be liable for any damage, not covered by insurance, caused by the action or inaction of any resident or guest in the unit, subject to section 703.24 Wis. Stat., including any insurance deductible owed by the Association.

B. **Insurance Deductible**. In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) who would be responsible for such maintenance under the Condominium Documents, in the absence of insurance. If the loss is caused by more than one Unit or a Unit and the Common Elements, the deductible shall be equitably apportioned by the Board in its sole discretion among the parties suffering loss in proportion to the total cost of repair of insurable items. The amount due from any Unit owner for the deductible shall be an assessment and the Board's decision on the allocation of the deductible shall be conclusive as long as the Board provided

each interested party an opportunity to state its position prior to any apportionment. In determining the allocation of the deductible, the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that unit (*e.g.*, unit owner leaves window open in winter and common element pipe freezes) and may allocate the deductible based on any such negligence.

SECTION V. TRANSFER OF OWNERSHIP

The sale of a unit should be reported to the managing agent of the Association as soon as possible to facilitate the preparation of necessary paperwork.

A. Governing Documents.

1. The current and official status of all Governing Documents can only be guaranteed when obtained from the Managing Agent for the Association.

2. Transferring Governing Documents from one Unit Owner to the next Unit Owner does not guarantee that the Governing Documents are current or that the transferred materials include all the pertinent materials, nor will it release any Unit Owner or subsequent Unit Owner from compliance requirements.

B. Financial Information for Closing.

1. Any unpaid assessments and unfulfilled or pending repair citations will be reported to the buying party as part of' financial disclosure obligations of the Association.

C. Unit Registration Information.

1. Each Unit Owner shall maintain current registration form information on file with the Managing Agent of the Association.

2. Transfer Fees. Each time ownership of a Unit is transferred from one party to another (whether by purchase and sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure) the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to twice the monthly installments for common expenses for such unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything to the contrary contained herein, in the event the Association takes title to a Unit, the Association is not responsible for payments under this paragraph.

SECTION VI. ENFORCEMENT PROCEDURES

I. Reporting Violations.

A. Any Unit Owner/Resident may initiate a complaint regarding an infraction of the Governing Documents of the Association.

B. In addition, complaints may be initiated by the Rules & Enforcement Committee through direct report, observation, or periodic inspection of the grounds.

C. Violations may be reported in the following ways:

1. Directly to the Franklin Police Department if the violation is an infraction of a City Ordinance;

2. Directly to the Managing Agent for the Association;

3. Directly to a member of the Rules & Enforcement Committee; or

4. Directly to an officer of the Association.

D. Any violation reported to the Managing Agent, officer or member of the Rules & Enforcement Committee shall be in writing and contain the following:

1. Violation observed and description of relevant facts proving the violation.

2. Date(s), time(s) and place of occurrence.

3. Name and address of offender, if known.

4. Contact information of the reporting Unit Owner/Resident.

E. In the interest of timeliness and effectiveness, violation reports may be initiated verbally to enable the investigation, notification and resolution process to begin immediately. However, any verbal report must be followed up in writing within three (3) days in order to be recorded as a violation for purposes of applying follow-up sanctions, including fines that may become necessary.

II. Resolution.

A. Upon receipt of a complaint, the Property Manager and/or the Board of Directors shall attempt to resolve the matter by:

1. Obtaining voluntary correction of the violation by either verbal or written notice to the offending party citing the particular violation and requesting immediate compliance.

2. Issuing a fine; and/or

3. Finding the claim is not supported by the evidence.

B. If any party to a complaint does not agree with the decision of the Management Company and/or Board, that party may demand a hearing before the Grievance Committee. Any request for a hearing before the Grievance Committee must be made in writing and submitted to the Management Company within fifteen (15) days from receipt of notice of the decision of the Management Company and/or Board. If the demand for hearing is not provided in writing to the Management Company within fifteen (15) days, any right to a hearing before the Grievance Committee shall be deemed waived and the decision of the Management Company and/or Board shall be final.

SECTION VII. DISPUTE RESOLUTION

The Grievance Committee shall consist of six (6) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

A. Each member at large shall serve for one (1) year.

B. For any grievance hearing, three (3) of the six (6) Grievance Committee members shall serve, one of whom shall act as Chairperson. A majority vote of the Committee will determine the action and decisions of the Committee.

C. Members serving on any Grievance Committee must not be directly or indirectly involved in the specific dispute at hand.

D. Upon receipt by the Grievance Committee of a grievance, the Chairperson, through the Managing Agent, shall proceed as follows:

1. A letter shall be sent by certified mail, return receipt requested, informing all parties:

(a) Of the time, place and date of a hearing before the Grievance Committee.

(b) Of the right to counsel.

(c) That evidence shall be received and a record made whether or not the party complained against attends.

(d) That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees incurred by the Association.

(e) That any such fine imposed may be secured by filing a lien against the subject Unit, as prescribed by law.

2. The hearing shall be divided into two (2) sections:

(a) The Presentation of Evidence. The evidence portion of the hearing shall be open to only the Committee, the Association's lawyer, the parties involved, their attorneys and witnesses.

(b) The Determination and Decision. The Determination and Decision Section of the hearing shall be open only to the Committee. The decision will be rendered in writing to concerned parties within five (5) business days of the hearing.

3. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable to the Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

4. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

E. The decision of the Grievance Committee is final, non-appealable and binding upon all parties.

SECTION VIII. SCHEDULE OF SANCTIONS AND FINES

A. Each violation of the Governing Documents shall be enforced as set forth in the Rules, By-laws, Condominium Declaration or any law and/or by one or more of the following.

1. The following is a schedule of the fines which will be imposed for non-compliance with the law, the Declaration, the Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents":

(a) **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

(b) **FIFTY DOLLARS ($50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

(c) **ONE HUNDRED DOLLARS ($100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

(d) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

(i) The violation is in direct defiance of a previous mandate from the Board of Directors.

(ii) The violation was malicious in its intent.

(iii) The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

(iv) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined (*i.e., if alterations are made that cannot be restored to their original state*).

2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

3. Attorney Fees

(a) The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

(b) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal**.

4. Either in lieu of or in addition to fining, the Association may also remove or correct the violation, the cost of which, including reasonable attorney fees, shall be borne by the Unit Owner.

5. The Board may also revoke a violating Unit Owner's privilege to use the Association's recreational facilities.

6. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee by the procedure set forth in Rule VI, II.B.

B. For any amounts not paid to the Association when due, compound interest at the rate of 1.5% per month shall be added to the outstanding balance. For any amounts not paid when due the unit owner and/or resident shall pay all costs of collection, including actual attorney fees.

SECTION IX. INTEREST AFFECTED

A. All Unit Owners shall be responsible for all actions of their guests, tenants, and tenants' guests. In the case of the alleged offender being a tenant, a copy of all notices shall be mailed by certified mail to the Unit Owner of the Unit affected; and the Unit Owner shall be entitled to attend the hearing, and present evidence as prescribed above.

SECTION X. REMEDIES NON-EXCLUSIVE

A. The provisions of these Rules shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

B. In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees.