

Notice of Change of Body Corporate Operational Rules

Section 106, Unit Titles Act 2010

Unit Plan: 321655 (North Auckland Registry)
Body Corporate Number: 321655
Supplementary Record Sheet: 101005


Notice

Body Corporate 321655 gives notice that the body corporate operational rules in schedule 1 of the Unit Titles Regulations 2011 are changed as specified in the **attached** schedule of amendments.

The Body Corporate has adopted and modified the body corporate operational rules in schedule 1 of the Unit Titles Regulations 2011 pursuant to special and ordinary resolutions passed at a general meeting held on 19 SEPTEMBER 2012.


Signed for and on behalf of Body Corporate 321655

By:


Body Corporate Chairperson/
Body Corporate Committee Chairperson

TREVOR NOEL GILBERT
Name

Before me:


Body Corporate Member/
Body Corporate Committee Member

CHRISTOPHER DEVEREAUX
Name

AUCTIONEER CONSULTANT
Occupation

113/8 HOWE ST
Address

FREEMANS BAY
AUCKLAND

Date: 12/02/13

Schedule of Amendments

Body Corporate Operational Rules for Body Corporate 321655

1 Application

- 1.1 All previous Body Corporate Rules and the Body Corporate Operational Rules in schedule 1 of the Unit Titles Regulations 2011 ("Regulations") are revoked and replaced with these rules.
- 1.2 These operational rules are binding on the Body Corporate, all Owners, occupiers and mortgagees in possession of a Unit in the Unit Title Development and their employees, agents, licensees, lessees, invitees and tenants.

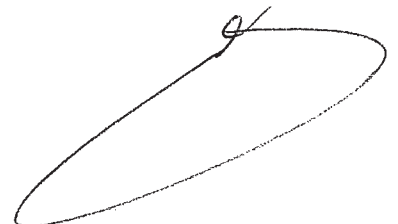
2 Interpretation

2.1 In these rules:

- (a) Terms defined in the Unit Titles Act 2010 ("Act") and Regulations have the same meaning in these rules as they have in the Act and Regulations unless these rules or context require otherwise;
- (b) Headings are included for convenience and information only and do not form part of the rules; and
- (c) References to the singular include references to the plural and vice versa and references to any action by the Body Corporate or an Owner include references to permitting or causing that action.

2.2 The following words have the meanings set out below:

- (a) "**Body Corporate**" means Body Corporate 321655;
- (b) "**Body Corporate Secretary**" means the person or company contracted, engaged or appointed by the Body Corporate to perform body corporate administration, management and secretarial services for the Body Corporate. If such a person has not or is not contracted, engaged or appointed, the Body Corporate shall be the Body Corporate Secretary;
- (c) "**Commercial Units**" means all or any of principal units G1 to G9;
- (d) "**Manager**" means the person or company contracted, engaged or appointed by the Body Corporate to perform building or property management services for the Body Corporate. If such a person has not or is not contracted, engaged or appointed, the Body Corporate shall be the Manager;
- (e) "**Owner**" has the same meaning as in the Act and includes any occupier or mortgagee in possession of a Unit in the Unit Title Development and their employees, agents, invitees, licensees, lessees and tenants;
- (f) "**Residential Units**" means all or any of principal units in the Unit Title Development other than the Commercial Units;



- (g) "Unit" has the same meaning as in the Act and includes principal units and accessory units as context requires; and
- (h) "Unit Title Development" means the principal units, accessory units and common property in the unit title development on unit plan DP 321655 (North Auckland Registry) at Symonds Street, Auckland.

3 Use of Common Property

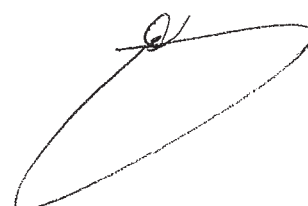
- 3.1 An Owner must not smoke or consume alcohol on the common property other than in those parts of the common property designated by the Body Corporate from time to time for that purpose.

4 Use of Unit Property

- 4.1 An Owner must not use a Unit for any purpose that is illegal or that may be injurious to the reputation of the Unit Title Development or any other Owner. For the avoidance of doubt this rule prohibits the use of a Unit as a brothel or for prostitution or any other form of adult sex entertainment.
- 4.2 An Owner must not use a Unit for any purpose that interferes with the reasonable use or enjoyment of the common property or any other Unit by any other Owner.
- 4.3 Subject to any other rule, an Owner must not use a Unit for any purpose other than for an activity that is a permitted activity in the District Plan.
- 4.4 An Owner of a Residential Unit must not use the Residential Unit for any purpose other than as a residential apartment without the prior written consent of the Body Corporate; such consent may at any time be revoked or varied by the Body Corporate provided that the power of revocation or variation shall not be used unreasonably or arbitrarily.
- 4.5 An Owner of a Residential Unit must ensure that the following maximum occupancy levels are not exceeded:
 - (a) Studio and 1 Bedroom Residential Units: 2 persons plus 1 child up to 1 year old;
 - (b) 2 Bedroom Residential Unit: 4 persons plus 1 child up to 1 year old;
 - (c) 3 Bedroom Residential Unit: 6 persons plus 1 child up to 1 year old;
 - (d) Occasional guests: 2 additional persons per bedroom (excluding studio Residential Units) not exceeding 5 nights in any 30 day period.

For the purposes of this rule 4.5, a "person" is any adult or child over 1 year old.

- 4.6 An Owner of a Commercial Unit must not use the Commercial Unit for any purpose other than for an activity that is a permitted activity in the District Plan. In accordance with rule 4.1, a Commercial Unit must not be used as a brothel, for prostitution, sex shops, massage parlours or any other similar use.
- 4.7 An Owner of an accessory unit must not use the accessory unit for any purpose other than the purpose it was designed and constructed for.



5 Use of Water Infrastructure

5.1 An Owner must not:

- (a) Use any stormwater or wastewater facility, appliance, fittings, pipes or drains including sinks, toilets, waste disposal units, washing machines and dishwashers ("Water Infrastructure") for any purpose other than the purpose they were designed and constructed for. The cost of repairing any damage or blockages caused by an Owner's misuse or negligent use of any Water Infrastructure shall be paid for by the Owner responsible; or
- (b) Use water unnecessarily and shall ensure that all taps in the Unit or on the common property are promptly turned off after use and that tap washers are replaced as required.

6 Use of Lifts

6.1 An Owner must:

- (a) Comply with the operating instructions and any notice or direction displayed in any lift in the Unit Title Development; and
- (b) Take all reasonable care not to damage any lift. The Body Corporate shall be entitled to recover the cost of repairing any damage to a lift from the Owner responsible.

7 Obstruction

7.1 The common property and all accessways, footpaths, corridors, stairs, lifts, entrances and lobbies:

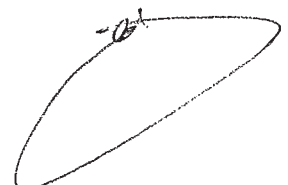
- (a) Must be kept clear and free from obstructions;
- (b) Must not be used for any purpose other than reasonable ingress and egress to and from the Units; and
- (c) Must not be used in a manner likely to cause damage or undue wear and tear to any paved or sealed surface. The Body Corporate shall be entitled to recover the cost of repairing any such damage from the Owner responsible.

8 Carparking

8.1 An Owner must not park a car or other vehicle on the common property unless the Body Corporate has designated it for carparking or has given its prior written consent.

8.2 The Body Corporate may remove any car or other vehicle that is improperly parked on the common property. The cost of removing any such car or other vehicle shall be borne by the owner of the vehicle or the Owner responsible. The Body Corporate shall not be liable for any damage, loss or costs associated with the removal of an offending vehicle from the common property.

8.3 An Owner of a Commercial Unit must ensure that the occupier or tenant the Commercial Unit and their employees and invitees do not park on or obstruct the designated parking areas set aside for customers of the Commercial Units.



- 8.4 All carparking spaces including accessory units that have been designed and constructed as carparks must be kept tidy and free of litter, no outside carparking spaces shall be used for storage of any kind and no maintenance work or repairs other than minor maintenance work may be carried out on any car or other vehicle.

9 Storage

- 9.1 An Owner must only use a storage locker allocated to the Owner for the purpose of clean, dry storage and shall keep such locker clean and free of all vermin and shall not deposit or accumulate any matter of thing which may become a nuisance to any other Owner or interfere with the future use of the storage locker.

10 External Appearance

- 10.1 An Owner must not alter or interfere with the colour scheme or appearance of the exterior of a Unit or the common property without first obtaining the Body Corporate's written consent.

11 Aerials, Satellite Dishes and Antennae

- 11.1 An Owner must not erect, fix or place any aerial, satellite dish or antenna to the exterior of a Unit or the common property without the prior written consent of the Body Corporate. All Owners shall have access to the inbuilt reticulated aerial system.

12 Signs

- 12.1 An owner must not erect, fix, place or paint any sign, including any real estate sign advertising a Unit for sale or lease, to any part of the common property or the exterior of a Unit without first obtaining:
- (a) The prior written consent of the Body Corporate, such consent at the Body Corporate's sole discretion; and
 - (b) Any other statutory or regulatory approval required.
- 12.2 Where a sign is allowed under this rule, an Owner must comply with any directions issued by the Body Corporate in respect of the location, size, colour and style of the sign and must maintain and keep the sign clean.

13 Blinds and Curtains

- 13.1 All blinds and curtains in all Units must, as far as practicable, present a uniform and orderly appearance when viewed from the common property or from outside the Unit Title Development.
- 13.2 An Owner must not erect or install any blinds or curtains in a Unit that are visible from the common property or from outside the Unit Title Development without the prior written consent of the Body Corporate as to the colour and design of the backing of the blinds or curtains.



14 Washing

- 14.1 An Owner must not erect a clothes line or clothes drying apparatus on the exterior of a Unit nor hang or dry clothes, bedding, linen or other washing on or from the exterior of a Unit.

15 Windows

- 15.1 All windows and doors in a Unit must be kept clean and if broken, cracked or otherwise damaged, must be promptly replaced by the Owner of the Unit with new materials of the same or better weight, quality, design, tint and specification.

16 Animals

- 16.1 No animals or pets may be kept in a Unit or brought onto the common property which may unreasonably interfere with the reasonable use or enjoyment of the Unit Title Development by other Owners or that may become or create a nuisance.

17 Dust

- 17.1 An Owner must not deposit anything, throw any dust or beat any mat or carpet on or in any Unit or on the common property.

18 Noise and Conduct

- 18.1 An Owner must not make any noise, vibration, odour or fume that may interfere with the reasonable use or enjoyment of the Unit Title Development by any other Owner or carry out any activity that may cause a nuisance or disturbance to any other Owner.

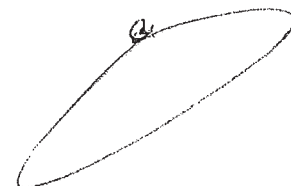
- 18.2 An Owner must not make any objectionable noises in a Unit or on the common property or interfere in any way with the peaceful enjoyment of other Owners or those having business with them. All musical instruments, radios, stereos, televisions, computers and the like must be controlled so that the sound arising from them shall be reasonable and not cause annoyance to any other Owner. In particular, an Owner must not hold a social gathering in a Unit in which there shall occur any noise which unreasonably interferes with the peace and quietness of any other Owner at any time of day or night. The volume of musical instruments, radios, stereos, televisions, computers and the like must be kept as low as possible at all times and must not be operated so as to be unreasonably audible in another Unit.

- 18.3 All persons entering or leaving a Unit between 11pm and 7am the following day shall enter and leave the Unit Title Development quietly.

- 18.4 In the event of unavoidable noise in a Unit, an Owner must take all practical steps to minimise annoyance to other Owners by closing all doors, windows and curtains in the Unit and taking such further steps as may be within the Owner's power for the same purpose.

19 Cleaning

- 19.1 An Owner must ensure that the Unit is kept clean and tidy in a manner appropriate for high cost residential accommodation at all times and must take all reasonable steps to keep the Unit free of vermin, pests, rodents and insects.



- 19.2 If an Owner chooses to employ a cleaning contractor, the Owner shall only employ a cleaning contractor nominated or approved by the Body Corporate.

20 Rubbish

- 20.1 An Owner must not throw or allow to fall any paper, rubbish, refuse, cigarette butts or other things, substances or liquids whatsoever in the lifts, out of the windows or doors or down the staircase, from balconies, from the roof or in passageways of the building. The Body Corporate shall be entitled to recover the cost of any cleaning or repairs made necessary by a breach of this rule from the Owner responsible.
- 20.2 An Owner must not permit rubbish or recycling material to accumulate on the common property. All rubbish and recycling material must be promptly, hygienically and tidily be disposed of in accordance with these rules. The Body Corporate shall recover the cost of removing any rubbish or recycling material improperly disposed from the Owner responsible.
- 20.3 All rubbish must be properly secured in plastic rubbish bags and disposed of in the rubbish bins. No liquids, oils, paints, solvents or glass shall be deposited in the rubbish bins other than as provided for in rule 20.4.
- 20.4 Recycling material must be disposed of tidily in the area designated for recycling collection.

21 Contractors

- 21.1 An Owner must not employ or engage any contractor or other worker for the purpose of repairing or altering any building element or infrastructure in a Unit unless that contractor or other worker has been appointed or approved by the Body Corporate and the work is carried out under the Body Corporate's supervision to the satisfaction of the Body Corporate subject to any conditions imposed by the Body Corporate. For the avoidance of doubt, this rule does not prevent an Owner from employing or engaging the contractor or other worker of its choice in respect of any other work in the Unit.

22 Moving

- 22.1 An Owner shall ensure that any tenant, licensee or occupier gives the Manager notice of the taking up of residence at least two (2) working days prior to the commencement of occupation. The commencement of occupation shall take place within reasonable hours and the movement of furniture shall only be permitted between 8am and 9pm.

23 Hazards and Insurance

- 23.1 An Owner must not bring onto, use or store any thing or undertake any activity on the common property or in any Unit that creates a hazard, is offensive, noxious, illegal or dangerous in nature, increases the premium of or makes void or voidable any Body Corporate insurance policy, breaches any enactment or rule of law relating to fire, hazardous substances or dangerous goods or any requirements of the territorial authority, or affects the operation of fire safety devices or equipment or reduces the level of fire safety in the Unit Title Development.
- 23.2 An Owner must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Unit, nor in any other way increase the risk of fire or explosion in the Unit.



24 Heavy Objects

- 24.1 An Owner must not bring onto the common property or into any Unit any object or machinery of such weight, size or nature that it could cause damage, weakness, movement or structural defect to any Unit or the common property without the prior consent of the Body Corporate. The Body Corporate may impose conditions on any consent granted under this rule.

25 Security, Ventilation and Fire Safety Equipment

- 25.1 An Owner must not install any air conditioning and/or refrigeration plant or other equipment ("Plant") on the roof of the Commercial Units without the prior written consent of the Body Corporate as to the location and design of the Plant. The Body Corporate's decision shall be final. In the event that the Body Corporate consents to any roof-mounted Plant, the Plant shall be located as close as practicable to the front façade of the Commercial Units, concealed from view from the street and mounted behind a suitably designed screen to provide acoustic and visual attenuation to the Residential Units.
- 25.2 An Owner must comply with the operating and maintenance instructions of any security, ventilation and fire safety equipment in a Unit or on the common property at all times.
- 25.3 An Owner must comply with any directions issued by the Body Corporate from time to time in respect of maintaining the integrity and effectiveness of the fire sprinkler system.

26 Security

- 26.1 An Owner must:
- (a) Keep the Unit locked and all doors and windows securely fastened at all times when the Unit is not occupied and take all reasonable steps to protect the Unit from fire, theft or damage;
 - (b) Comply with all directions issued by the Body Corporate in respect of the security of the Unit Title Development; and
 - (c) Ensure that the Unit has a working telephone connected to a telephone network to enable the access system to dial without variable charge to the Body Corporate.

27 Emergency and Evacuation Procedures

- 27.1 An Owner must cooperate with the Body Corporate during any emergency and evacuation drills and must observe and comply with all emergency and evacuation procedures.

28 Notice of Damage and Defects

- 28.1 An Owner must give immediate written notice to the Body Corporate of any damage or defect in any part of the Unit Title Development. The Body Corporate shall be entitled to recover the cost of repairing any such damage or defect from the Owner who caused the damage or defect.



29 Directory

29.1 The Body Corporate may maintain a directory of Owners at the entrance to the Unit Title Development. Nameplates on the directory shall be of a form and style approved by the Body Corporate and shall be installed by the Body Corporate at the Owners' cost.

30 Leasing

30.1 An Owner who leases or otherwise tenants or lets a Unit must:

- (a) Provide a full copy of these operational rules to the lessee, tenant or occupier of the Unit;
- (b) Advise the lessee, tenant or occupier that they are bound by these rules and that they must comply with these rules;
- (c) Ensure that a copy of these rules is exhibited in a prominent place in any Unit that is leased or made available for letting; and
- (d) Advise the Body Corporate of the terms of the lease (or other arrangement); and
- (e) Provide the Body Corporate with the contact details (name, landline phone number, cell phone number, email address and address for service) for all lessees, tenants and occupiers and any letting agent or property manager responsible for the Unit (if any) and promptly advise the Body Corporate of any changes to those details.

31 Requests

31.1 All requests for consideration by the Body Corporate or the Body Corporate Committee shall be directed to the Body Corporate Secretary in the first instance.

32 Letterboxes

32.1 An Owner must:

- (a) Ensure that their allocated letterboxes are kept clear of accumulated mail or junk mail and that suitable arrangements; and
- (b) Make suitable arrangements for the clearance of their letterboxes when absent so as to avoid the accumulation of mail or junk mail.

32.2 The Manager shall be permitted to clear an Owner's letterbox and retain the same for the benefit of the Owner such mail or junk mail should the Manager deem this necessary and in such event the Owner shall indemnify the Body Corporate and the Manager and hold the Body Corporate and the Manager harmless from any claim, loss or damages arising from such an action.

33 Inspections

33.1 The Body Corporate must give at least one (1) day's notice in writing prior to entering a Unit to exercise its powers and perform its duties under section 80(1)(a) of the Unit Titles Act 2010. The Body Corporate shall ensure that its servants, agents and employees cause as little inconvenience to the Owner as is reasonable in the circumstances.



Form 15
Notice of change to body corporate operational rules
Section 106, Unit Titles Act 2010

Unit plan: 321655

Body Corporate Number: 321655

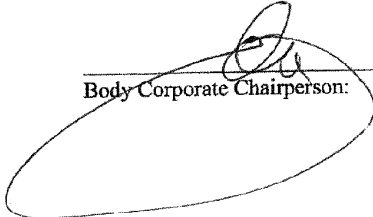
Supplementary record sheet: 101005

Notice

The body corporate gives notice that the body corporate operational rules are changed as specified in the **attached** schedule of amendments.

The changes have been made in accordance with an ordinary resolution passed at the body corporate general meeting held on 24 September 2020.

Signed for and on behalf of Body Corporate 321655



Body Corporate Chairperson:

TREVOR GILBERT
Name

203/60 MARK ST
MT EDEN AUCKLAND
Address

Before me:



Body Corporate Committee Member

JOY OLIVER
Name

1EA 160 SYMONDS ST
EDEN TCE. AUCKLAND
Address

Date: 13 October 2020

**Body Corporate 321655
Madison on Symonds Apartments
160 Symonds Street, Eden Terrace
Additional/Amendments to the Operational Rules**

New Rule 34 - Absent Owner must appoint an agent

In accordance with section 81 of the Act, an Owner who leases or licences their Unit, and who is absent from New Zealand for more than 3 consecutive weeks, must:

- (a) appoint a person in New Zealand to act as their agent unless the lease is in respect of a residential tenancy under the Residential Tenancies Act 1986 and an agent has already been appointed under that Act; and
- (b) advise the Body Corporate in writing of the agent's name, address for service, and contact details.

New Rules 35 to 37 - Short-term accommodation

35. For the purposes of rules 35 to 37 the following definitions apply:

(a) "Short-Term Accommodation" means using a Unit (whole or part) for casual visitor accommodation, bed and breakfast accommodation, or other accommodation which is facilitated by Air BnB or similar operation, for reward, or any similar accommodation not covered by the Residential Tenancies Act 1986;

(b) "Short-Term Accommodation Guest" means a person or persons occupying a unit for Short-Term Accommodation.

36. An Owner who uses their Unit for Short-Term Accommodation;

(a) shall notify the Body Corporate in writing prior to commencing Short-Term Accommodation in their Unit, and shall provide the Body Corporate with any other information relating to the use upon request by the Body Corporate, acting reasonably, and shall comply with all lawful directions or requests made by the Body Corporate in relation to Short-Term Accommodation and Short-Term Accommodation Guests;

(b) shall ensure that the Short-Term Accommodation use complies with all applicable legal and Council requirements including (without limitation), Council consent requirements under the district plan, fire compliance, the Building Act 2004 and its associated Building Code, and upon request the Owner must provide the Body Corporate with written evidence satisfactory to the Body Corporate that all applicable requirements are met;

(c) when requested by the Body Corporate for insurance purposes, shall provide written confirmation of whether the Owner contemplates using their Unit for Short-Term Accommodation during the forthcoming Body Corporate insurance year, to enable the Body Corporate to advise its insurer accordingly and meet the insurer's requirements. Notwithstanding rule 36, this rule (c) applies to all Units in the complex;

(d) shall (notwithstanding any other rule) pay any increase in the Body Corporate's insurance premiums that result from the Owner using their Unit for Short-Term Accommodation, and pay any insurance excesses charged to the Body Corporate in relation to insurance claims for damage caused by the Owner of their Short-Term Accommodation Guests;

(e) shall ensure that all Short-Term Accommodation Guests are met on their arrival and are given an induction into the building, including the health and safety matters, emergency evacuation procedures and these operational rules;

(f) shall advise the Short-Term Accommodation Guest(s) that they are bound by the operational rules and that they must comply with these rules;

(g) shall include a clause in the document recording the Short-Term Accommodation arrangement stating that the Short-Term Accommodation Guest is bound by the operational rules and attach a full copy of the rules (and any subsequent additions or variations to the rules) to the document recording the arrangement;

(h) in order for the Body Corporate and Manager to maintain a current register of all Short-Term Accommodation Guests in the building, the Owner shall, before the Guests arrive, provide the Body Corporate and Manager with the contact details for Guest(s) under rule 30 above, any agent appointed under rule 34 above, and any letting agent or property manager responsible for the Unit, and shall promptly advise the Body Corporate and Manager of any changes to all these details. These details shall be provided to the Body Corporate and Manager using the prescribed form available on the web portal provided by the Body Corporate or Manager.

37. If, as a result of an Owner operating Short-Term Accommodation in their Unit the Manager finds it necessary to carry out additional duties over and above the standard duties in the Manager's service contract with the Body Corporate, the Body Corporate may recover from the Owner responsible any additional costs the Manager charges the Body Corporate to address the additional duties. Any such additional duties include (without limitation) those the Manager must carry out under urgency at the time, those the Manager carries out by request from an Owner operating Short-Term Accommodation, additional duties caused by inadequate Owner supervision of Guests and their accommodation arrangements, plus any costs incurred to remedy a breach of the rules caused by Guests.

New rule 38 - Removal of disorderly person

38. A drunken, idle or disorderly person found on the common property may be ejected and removed from the Unit Title Development by a representative of the Body Corporate, a security officer, or a member of the New Zealand Police. Any cost associated with ejecting or removing a person under this rule shall be borne by the Owner responsible.

Addition to existing rule 3 – Use of Common Property

3.2 An Owner must not damage or deface the common property. The Body Corporate may recover the cost of repairing any such damage from the Owner responsible.

3.3 An Owner must not use the common property, or any facilities contained within the common property, or assets and improvements that form part of the common property, or any building elements or infrastructure that relate to or serve more than one Unit, for any use other than the use for which they were designed and constructed and must comply with any conditions set by the Body Corporate from time to time.

Addition to existing rule 25 – Security, Ventilation, and Fire Safety Equipment

25.4 An Owner must take reasonable precautions to ensure that security, fire or smoke alarms are not activated unnecessarily or so as to cause disturbance or inconvenience to other Owners. Any costs incurred by the Body Corporate where a security, fire or smoke alarm is activated unnecessarily or so as to cause disturbance or inconvenience to other Owners may be recovered from the Owner responsible.

Addition to existing rule 26 - Security

26..1 An Owner must:

(e) Not install on common property any security system or key lock box or similar equipment serving their Unit; and

(f) Not install any security system or key lock box or similar equipment in any Unit without the Body Corporate's prior written consent.

New rule 39 – Health and Safety

39.1 An Owner shall comply with all health and safety requirements in relation to the Unit Title Development under the Health and Safety at Work Act 2015, and all health and safety directions given by the Body Corporate, or any contractor engaged by the Body Corporate.

39.2 An Owner shall notify the Body Corporate of any health and safety issues in the Unit Title Development immediately upon the Owner becoming aware of it.

New rule 40 – Breach of Operating Rules

40.1 An Owner or occupier guilty of breaching these rules must remedy that breach immediately upon becoming aware of it, and in any event within the timeframe set in a breach notice issued by the Body Corporate requiring them to do so. The notice shall include what, if anything, the Owner or occupier must do to rectify the breach.

40.2 The Body Corporate may recover from an Owner any fees, costs or expenditure incurred by the Body Corporate in connection with remedying any breach by the Owner or their occupier of these rules or any law or regulation in force at the time of the breach, including (but not limited to) the cost of issuing a breach notice and all actual solicitor/client legal fees incurred in connection with the breach. All such fees, costs and expenditure shall be recoverable by the Body Corporate as if they were a levy.

New rule 41 – Recovery of Body Corporate costs

41. The Body Corporate may recover from an Owner who defaults in paying any levies or other monies owed to the Body Corporate by the due date any fees, costs or expenditure incurred in connection with the recovery of those levies or other monies, including actual solicitor/client legal fees incurred in connection with the levy recovery. All such fees, costs and expenditure shall be recoverable by the Body Corporate as if they were a levy.