

# LINDENLEE BODY CORPORATE MANAGEMENT RULES: 2023

## 1: INTRODUCTION

The rules contained in this document constitute the conduct rules applicable to Lindenlee, and replace the rules dated 2013. The below falls within the Sectional Titles Schemes Management Act, 2011 and Regulations of the Act 2016 and 2021

The provisions of these rules shall be binding upon all members and, insofar as they may be applicable, to all persons occupying any unit by, through or under any member, whatever the nature of such occupation.

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## 2: INTERPRETATION AND DELEGATION

- 2.1 In these Conduct Rules unless it appears to the contrary either expressly or by necessary Implication:
- 2.1.1 "Act" means the Sectional Titles Act, No 8 of 2011: Sectional Titles Schemes Management Act, 2011 and Regulations of the Act 2016 and 2021 as amended.
  - 2.1.2 "Body Corporate" means the Body Corporate of Lindenlee;
  - 2.1.3 "Chairman" means the Chairman of the trustees of the Body Corporate;
  - 2.1.4 "Trustees" mean the trustees of the Body Corporate;
  - 2.1.5 "Scheme" means the sectional title scheme known as Lindenlee situated in Shearer Road, South Beach, Durban, KwaZulu-Natal.
  - 2.1.6 "Members" mean the members of the Body Corporate.
- 2.2 Notwithstanding anything contained in these rules, any consent to be obtained from the Trustees must be given by it in writing and signed by a duly appointed official or employee of the Body Corporate delegated with the necessary authority to sign such consent.
- 2.3 The statutory records and books of account of the Body Corporate shall be open for inspection at the offices of the managing agents on reasonable notice.
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## 3: REFUSE AND WASTE DISPOSAL

- 3.1 The owner or occupier of a section must not leave refuse or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by another owner or occupier.
- 3.2 Unless the body corporate provides some other way to dispose of refuse, the owner or occupier of a section must keep a receptacle for refuse of a type specified by the trustees in a clean and dry condition and adequately covered in the section, or on a part of the common property designated by the trustees for the purpose.
- 3.3 The owner or occupier of a section must ensure that when disposing of refuse, they do not adversely affect the health, hygiene or comfort of the owners or occupiers of other sections.
- 3.4 Any items of refuse, building rubble or furniture is the responsibility of the owner/tenant to dispose of immediately.
- 3.5 No refuse, garbage or litter may be thrown out of units, windows or doors or thrown off balconies.
- 3.6 Owners/Tenants are to ensure when making use of the dustbin area, that the designated green bins within the dustbin area are closed at all times.
- 3.7 The dumping of refuse and garbage or any building materials or any other item whatsoever on the common property is strictly forbidden
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## 4: ANIMALS, BIRDS AND REPTILES

- 4.1 An owner or occupier suffering from a disability and who reasonably requires a guide, hearing or assistance dog must be considered to have the trustees' consent to keep that animal in a section and to accompany it on the common property.
- 4.2 Save for the provisions of clause 4.1 above, no registered owner or occupier shall keep any animals or pets (other than sterilised cats and small birds in cages) in a section or on the common property.
- 4.3 The trustees may provide for any reasonable condition in regard to the keeping of an animal, or bird in a section or on the common property.
- 4.4 It is the duty of the owner to ensure that his/her animals do not cause a nuisance to other owners in the scheme which affects the use and enjoyment of their respective sections.
- 4.5 The trustees may withdraw any consent if the owner or occupier of a section breaches any condition imposed in terms of sub-rule (3).

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**5: VISITORS, CHILDREN AND EMPLOYEES**

- 5.1 Lindenlee is a child-friendly scheme and as such recognises children's rights as well as parental responsibilities and rights as per South African Children's Act 38 of 2005. This includes amongst others the child's rights as set out in the Act and Bill of Rights to: freedom of movement and play, a suitable and safe living space, guidance of behaviour of a child in a humane manner and accommodation of any special needs of children with disabilities. Lindenlee also welcomes visitors and employees.
- 5.2 If and when the main security gate is manned, a member is required to timeously request the Body Corporate's appointed security for permission to admit any person other than members of his family, to the scheme and to abide by the rules from time to time that applies to the gate security.
- 5.3 Owners must ensure that occupants, visitors, guests, employees, and children do not interfere with fire hose reels, plants, light fittings or any other equipment on common property.
- 5.4 Owners or occupants of units will be held responsible if they or their visitors, guests, children, or employees cause damage or loss of any kind whatsoever in any part of the scheme.
- 5.5 Children of residents and of their visitors are to be supervised to ensure that no damage is caused to the common property or nuisance caused to other residents. This is not withstanding the child's right to play; normal child play is not a nuisance.  
**Please ensure that children do not create any excessive disturbance or noise so as to disturb residents.**
- 5.6 Should the Body Corporate face any legal action or incur any legal expense or penalty as a result of excessive occupancy or misbehaviour by any owner or his employee, lessee, visitor, guest, or child of any of the aforesaid, the owner and/or persons concerned will be held liable for any cost, loss or damage incurred by the Body Corporate.
- 5.7 Visitors are not allowed to loiter, wonder, or walk around the property without being accompanied by the residence they are visiting. The entertainment of guests on the common property will not be tolerated.
- 5.8 Residents will be held responsible for the behaviour or conduct of their guests, and disturbance or damage which they may cause, ie making a noise at any time anywhere on the common property. Visitors are not to be unruly even in the homes they are visiting. Visiting adults / children must adhere to the rules of Lindenlee.

- 5.9 Visiting hours are no later than 21:00 weekdays and 22:00 on weekends. Guests visiting after the stipulated hours will be considered as overnight guests and the respective penalties and administrative charges will apply.
- 5.10 Guests that are residing overnight shall be charged R150 per person per night. There shall be no overcrowding. Under no circumstances can visitors be pushed through the security gate or access the building by any other such illegal means. Any breach of our security protocols will not be tolerated and are subject to the Penalties and Administration Charges applicable to the Scheme.

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**6: OCCUPATION OF DWELLING UNITS**

- 6.1 The maximum number of persons permitted to occupy any unit within the scheme shall be no more than **3 persons per the 1-bedroom bachelor units and 4 persons per the larger 2-bedroom units**, unless with the prior written consent of the trustees.
- 6.2 Everyone in the scheme must observe the "quiet hours" curfew from 22:00 hours to 06:30.
- 6.3 No garments, household linen, washing or other items may be hung out on any balustrades or courtyard walls or in the windows visible to the common area or another unit.
- 6.4 No person shall keep anywhere in the scheme any flammable substances, provided however that this rule shall not apply to the keeping of such substances and in such quantities as may be required for domestic use.
- 6.5 Where any unit is owned by more than one person, or by a corporate entity, the co-owners or representatives of that entity concerned shall elect one of their number as the liaison person for the unit concerned and shall notify the trustees of the name and address of such liaison person.
- 6.6 No member shall use any unit for any purpose other than for residential purposes. Quite computer-based work is permitted but cannot be used to claim nuisance and restrict other owners' residential enjoyment of life.
- 6.7 No work that causes undue noise may be carried out except between the hours of 08:00 and 16:00 on weekdays or 08:00 and 12:00 on Saturdays. No work which causes undue noise shall be carried out on Sundays and Public Holidays, except emergency work.

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**7: LETTING**

- 7.1 No member shall let or otherwise part with occupation of his unit and/or exclusive use area, whether temporarily or otherwise, unless the member:
- 7.1.1 enters into a written lease agreement with such prospective tenant or occupier on such terms and conditions as might be found in any standard lease agreement relating to the letting of a residential dwelling.
- 7.1.2 has, prior to moving in, provided the tenant or occupier with a copy of these Rules and has had the tenant or occupier sign acknowledgment of receipt of these Rules which signed acknowledgement he has provided to the Trustees/Managing Agents and has agreed with the tenant or occupier that such tenant or occupier shall in all ways be bound by the terms and conditions of these Rules and any amendments thereto.
- 7.2 For security reasons the owner of a unit, the agents managing the lease, or the prospective tenant shall be obliged to notify the Trustees/Managing Agents in writing within 14 days of the date of conclusion of a lease of his unit of the full names of the tenant. Similarly, an owner shall forthwith notify the Trustees/Managing Agents in writing of the full names of any other person granted rights of occupancy. Provided that no lease shall be entered into

for a period of less than Thirty (30) days without the permission of the Body Corporate having been obtained, which permission shall not unreasonably be withheld. Short term holiday letting is not allowed.

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**8: MAINTENANCES OF UNIT AND EXCLUSIVE USE AREAS**

- 8.1 Every member who is the owner of a unit and exclusive use area shall be obliged to keep and maintain his unit and exclusive use areas in a good state of repair and take all reasonable steps to keep them in a clean, hygienic, neat, and attractive condition.
- 8.2 A member who contravenes the provisions of this Rule 8 and who, after due notice has been given to him by the trustees to remedy such fault or omission, fails to rectify repair or remedy the same, shall be liable to pay any costs incurred by the trustees in rectifying, repairing, or remedying such fault or omission. In giving effect to this Rule 8.2 the member may not refuse the trustees or their duly appointed agent or employees entry into his unit and exclusive use area for the purposes of carrying out the provision hereof.
- 8.3 No member shall deviate from the restrictions imposed by the trustees relating to compliance with the nature and amenity of the scheme and shall be obliged to strictly adhere to the requirements, terms and conditions relating thereto.

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**9: ALTERATIONS OR ADDITIONS TO A SECTION, EUA or COMMON PROPERTY**

- 9.1 An owner/tenant of a section shall not mark, paint, drive nails or screws or the like into, or otherwise, damage, or alter any part of the visible common property without first obtaining the written consent of the trustees, the nature and design of the device and the manner of its installation.
- 9.2 Request for consent to alterations will be made in writing to the trustees and shall be accompanied by plans and specifications in accordance with counsel submission requirements. All relevant information: such as the dimensions, elevations and sections and location of the proposed alteration, addition or decoration must be clearly visible.
- 9.3 All alterations/additions to a unit will be required to be compliant and follow the architectural guidelines as directed by the trustees.
- 9.4 An owner/tenant of a section shall be obliged to maintain all approved alterations, additions and/or decorations made by him to the exterior of his unit at his cost in a state of good repair and take all reasonable steps to keep them in a clean, hygienic, neat, and attractive condition.
- 9.5 Subject to the rules stated in paragraphs 9.1, 9.2, 9.3, alterations, additions, or decorations to the exterior of sections, including radio/television aerials and satellite dishes, or to exclusive use areas or to any other portion of the common property may not be made without the prior written consent of the trustees and then only upon the terms and conditions contained in such consent. Should there in the opinion of the trustees be a possibility that an alteration or addition may affect the strength of the structure or any servitude or implied servitude, the trustees may require a certificate signed by a practicing civil engineer certifying that the proposed alterations or additions will not adversely affect the structure or any servitude or implied servitude before granting the consent to such alteration or addition. All costs in relation to such certificate will be born solely by the owners seeking such permission.
- 9.6 Any alterations must be carried out at reasonable hours (Mondays - Fridays from 08:00 -16:00 and Saturdays from 8:00 – 12:00). No such work is to be carried out on Sundays and Public Holidays and no such work will cause any undue disturbance to owners/tenants or neighbouring sections.

- 9.7 If an owner/tenant of a unit fails to comply with the provisions in Clause 9, and such failure persists for a period of 30 (thirty) days after written notice to repair or maintain is given by the trustees or the managing agent, the trustees shall be entitled to remedy the owner's failure in question, in such a manner as it deems fit and to recover the costs of doing so from such owner. Such costs incurred will be added to such owner/resident's levy statement at the end of the month.
- 9.8 Notwithstanding any approval granted by the trustees in writing, no alteration, addition, or decoration to the exterior of a unit may be undertaken until any permit or approval from the necessary authority has been obtained, in particular the offloading of sand and bricks on the pavement. It is the duty and responsibility of the owner/tenant of the unit concerned to obtain such necessary permit or approval from the relevant authority.
- 9.9 Should any alteration/addition or decoration obstruct any employee or contractor of the body corporate performing any work on the common property or common services, the owner/tenant concerned shall be liable for any additional costs incurred by the body corporate in the performance of such work. Such costs incurred will be added to such owner/resident's levy statement at the end of the month.
- 9.10 Owners that have installed gas ovens/stoves are required to supply the trustees with a compliance certificate from a certified installer.
- 9.11 An owner/tenant of a unit will not be entitled to interfere with electrical installation and plug points in the section unless such work is undertaken by a licensed electrician, who is capable of immediately issuing an electricity certificate in relation to the work done.
- 9.12 Interior repairs and maintenance, including geysers and hot water systems are the responsibility of the owner/resident of a unit and neither the trustees nor the managing agents nor any employee of the body corporate are to be requested to attend to such matters.
- 9.13 The insurance excess payable in respect of a burst geyser must be borne by the owner/resident of that unit. Any insurance claim in respect of geysers require prior approval from the trustees.
- 9.14 In the event of a contractor damaging any part of the common property, whilst doing work for a specific owner/resident or for the body corporate, this damage will be inspected by the trustees and/or managing agent and recorded in writing and signed by the owner/resident or the contractor or the domestic staff member as well as the trustee. Should it become apparent after inspection of the work that the contractor and/or any other person employed by the person/resident concerned is responsible, then they are responsible for the full costs of the repairs.
- 9.15 All rubble, building materials and the like are to be removed on a daily basis by the contractors. On larger approved alterations/additions, it is recommended that a skip be utilised for all rubble and building materials. The skip needs to be placed in an un-obstructive area and not cause any problems.

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**10: DOMESTIC STAFF**

- 10.1 Owners / tenants wishing to employ domestic staff shall submit to the trustee's such person's full names, duration of employment for permission to be granted.
- 10.2 The trustees shall be entitled to withhold their consent where they are of the opinion that the proposed domestic staff would prove a security risk if employed within the scheme.
- 10.3 In granting their consent, the trustees may in addition impose certain terms and conditions relating to the domestic staff employment, where they deem such imposition necessary and in which event such conditions as may have been imposed by the Body Corporate.

- 10.4 A member owning a unit may only employ 1 live in domestic staff.
- 10.5 The trustees may issue to such domestic staff an identification card to facilitate entry to the scheme, which card shall be issued on such terms and conditions which the trustees may wish to impose, provided that any abuse of the use thereof will constitute a material breach of the conditions of entry and the employee will be denied access.
- 10.6 Any member employing domestic staff shall be liable to the trustees for such person's conduct and behaviour within the scheme, as well as for any visitor of such domestic staff who enters the scheme, provided that such visitor shall not be entitled to enter the scheme unless the member has complied fully with the provisions of Rule 5.
- 10.7 For the purposes of this Rule, a member shall include any person who occupies or leases a unit in the scheme.

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**11: FIREARMS, STONES AND FIREWORKS**

- 11.1 No firearms, pellet guns, paint ball guns or fireworks may be discharged in a section or in the common property.
- 11.2 No stones or solid objects may be thrown or propelled in a section or in the common property.

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**12: FIREHOSES**

- 12.1 The owner or occupier of any unit shall not tamper with, abuse, or use or cause or permit to be tampered with, abuse or use, any fire hose, reel, or extinguisher in any manner or for any purpose other than as permitted or prescribed by the fire regulations of the relevant local authority or other relevant legislation.
- 12.2 No fire extinguisher, fire hose or similar device anywhere in a section or anywhere on the common property shall be used for any other purpose except for emergency purposes and shall not be used for the washing of motor vehicles, watering of gardens or any other unauthorized purpose. Any person found tampering with the seals or using the fire hoses for any other purpose other than that for which they are intended will be fined the fee it will cost the Body Corporate to have the fire hose resealed.

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**13: LITTERING**

- 13.1 An owner or occupant of a unit, his children, visitors, domestic workers/employees, or any contractor/service provider shall not deposit, throw or permit or allow to be deposited or thrown on the common property or onto any exclusive use areas any rubbish including, but not limited to, excrement, dirt, cigarette butts, food scraps or any other litter whatsoever.

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**14: OCCUPATION AND VACATION OF PREMISES**

- 14.1 Owners, tenants, domestic staff, and contractors are not to cause any damage to the entrance to the complex, including the entrance/exit gates, passage walls, stairs or any other part of the common property when moving in and out of the complex. Should it become apparent after the move in or move out or completion of the work by the contractor or others that damage has been caused, the owner concerned shall be responsible to the Body Corporate for any repairs required and the costs involved.
- 14.2 A resident needs to give the body corporate notice that he/she will be moving out the building.
- 14.3 No moving in or out of the building on Sundays or Public Holidays. No moving in or out of the building between the hours of 17:00 and 08:00 during weekdays or 12:00 and 08:00 on Saturdays.

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**15: ERADICATION OF PESTS**

- 15.1 An owner shall keep his unit free from ants, white ants, cockroaches, borer, and other wood destroying or other insects and to this end shall permit the Trustees, the Managing Agents and its duly authorized agents or employees, to enter upon his unit from time to time at all reasonable times for the purpose of inspecting the unit and taking such action as may be reasonably necessary to eradicate any such pests. The costs of the inspection or eradicating of any pests as may be found within the unit, replacement of any woodwork or other material forming part of such unit which may be damaged by any such pests, shall be borne by the owner of the unit concerned.

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**16: SECURITY**

- 16.1 No owner or occupier may in any way whatsoever interfere with or give instructions to any of the security personnel employed by the Body Corporate from time to time to safeguard the complex. In particular, no owner or occupier shall instruct any of the security personnel to:
- 16.1.1 perform any task for him other than in an emergency; or
  - 16.1.2 wash cars or clean any part of his unit or any other part of the common property.
- 16.2 In the event of an emergency arising on the common property, residents are to contact the current security company employed by the Body Corporate who will assess the situation and call the SAPS should it be deemed necessary.

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**17: ACCESS**

- 17.1 Each owner/tenant shall be responsible for the safe keeping and proper use of his/her individual access disk.
- 17.2 Each owner/tenant will be liable for any costs incurred for the replacement and re-programming of access disks.

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**18: GENERAL PROVISIONS**

- 18.1 No fixed improvements of a permanent nature shall be made to any section, nor shall the floor of any part of a section be re-tiled, without the prior written consent of the body corporate which, in granting such consent, may impose such conditions relating to the approval of the contractor who is to carry out the work, and/or the supervision of such work at the cost of the owner by a suitable expert, as the body corporate may deem appropriate.
- 18.2 No owner shall bring into or construct in his section anything which is excessively heavy and which might exceed the floor loading capacity of the section, or otherwise jeopardize the insurance in respect of the section or the structural integrity of the building or the water proofing thereof.
- 18.3 Owners must obtain the prior written consent from the trustees if they wish to install burglar guards and/or security gates to their units, and in this regard, if consent is given, the trustees shall be entitled to prescribe the type, style and colour of such guards, gates so as to ensure uniformity in the scheme. No personal CCTV cameras are permitted to be mounted anywhere on any section or exclusive use area or on the common property.
- 18.4 No owner shall use any unit for any purpose other than for residential purposes.
- 18.5 No owner shall place or allow to be placed on any part of the external building any air conditioning equipment or apparatus, television or satellite equipment, which requires attachment to the structure of the building, except with the prior written consent of the body corporate, which in giving such consent, may impose such conditions as to the method

of installation, type, specification, position, colour and removal as it in its absolute discretion shall deem fit.

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**19: DISCLAIMER AND INDEMNITY**

- 19.1 The Body Corporate disclaims generally any responsibility for any injury to any person, damage, loss, or theft of any property belonging to any person, which occurs or arises within the scheme, irrespective of the cause thereof.
- 19.2 A member, his family, his guest, invitees, or any other person who has entered the scheme, either with or without the permission or consent of the trustees, may not make any claim or institute any action of whatsoever nature against the Body Corporate for payment of damages, loss or otherwise.

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**20: BREACH OF RULES**

- 20.1 In the event of any breach of these rules by a members' household, his guest, or tenants, such breach shall be deemed to have been committed by the member himself.
- 20.2 Notice of breach shall be given in writing and/or electronically to the member and/or their designated letting agent (if so, stipulated by the member) by the managing agent on behalf of the Body Corporate and shall contain the following information:
- 20.2.1 the nature of the breach;
  - 20.2.2 the time period, if applicable, in which the breach is to be remedied;
  - 20.2.3 the fine, as per the Penalties and Administration Charges attached to these Rules, imposed on the member for committing such breach;
  - 20.2.4 any other information the trustees and/or Managing Agent may deem necessary.
- 20.3 All members are obliged at all times to provide the trustees with details of their physical and postal addresses, telephone and fax numbers, and email addresses.
- 20.4 Any notice given in connection with these Rules shall:
- 20.4.1 be delivered by hand; or
  - 20.4.2 be sent by prepaid registered post; or
  - 20.4.3 be affixed to a prominent fixture on the member's unit; or
  - 20.4.4 be sent by email or telefax to the relevant address provided by the member.
- 20.5 A notice given as set out above shall be deemed to have been duly given:
- 20.5.1 if delivered, on the date of delivery;
  - 20.5.2 if sent by post, 7 days after posting;
  - 20.5.3 if affixed to a prominent fixture on the member's unit, on the date the notification was affixed;
  - 20.5.4 if sent by email or telefax, on the day the email or telefax was transmitted.
- 20.6 In the event of any member disputing the fact that he has committed a breach of these rules, and/or wishes to appeal against a penalty fine imposed, such dispute must be done so in writing and/or electronically and be submitted to the Managing Agent within 5 business days from issue of the notification of the breach following which the trustee committee shall adjudicate upon the issue, including the fine, at such time and in such manner and according to such procedure (provided that natural justice shall be observed) as the Chairman may direct.
- 20.7 In the event of a continuing offence, any person who contravenes or fails to comply with any provision of these Rules, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offence for every calendar month or part of such period during which such offence continues and shall be liable as set out in Rule 20, in respect of such offence.



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**21: FINES**

- 21.1 Any person who contravenes or fails to comply with any provision of these Rules, or any condition or direction given in terms thereof, shall be deemed to have breached these Rules and will be liable to a penalty fine as detailed in the Penalties and Administration Charges attached to these Rules. The fine will be debited to the member's levy account and will reflect immediately therein.
- 21.2 In the event of a member failing to pay a fine imposed within the period prior to their next levy amount being due, such fine shall accrue interest at the same rate stipulated for levies that are in arrears.
- 21.3 Any fine imposed upon any member shall be deemed to be a debt due by the member to the Body Corporate and shall be recoverable by ordinary civil process.

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**22: NON-COMPLIANCE**

- 22.1 Any complaints regarding non-compliance with the above rules should be addressed with the owner involved and settled amicably if possible. If the problem cannot be resolved or the owner continues breaking the rules, then a written complaint must be directed to the Chairman/Board of Trustees. The Chairman/Board of Trustees will then follow the procedure of written warnings and fines. (Procedure and schedule of fines laid out below)

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**PENALTIES AND ADMINISTRATION CHARGES**

**PLEASE NOTE:** Infringements of the Conduct Rules hold a penalty and/or administration fee as per the schedule below and/or as the Trustees may determine from time to time. Infringements include, but are not limited to:

	1 <sup>st</sup> OFFENCE	2 <sup>nd</sup> OFFENCE	3 <sup>rd</sup> OFFENCE
Laundry/washing visible from outside of the unit	Warning	R500	R1 000
Abuse/assault/harassment of security guard, gardener, fellow owner, trustee, or domestic worker	R500*	R1 000*	R1 500*
Littering	Warning	R500*	R1 000*
Refuse/Construction materials left on common property	Warning *	R500*	R1 000*
Excessive noise and/or partying after hours	Warning	R500	R1 000
Conducting business within the complex	Warning	R500	R1 000
Wilful damage to complex	R1 000*	R1 500*	R2 000*
Unauthorized alterations	R1 000	R2 000	R3 000
Storing of dangerous/hazardous materials	Warning	R2 000	R3 000
Setting off fireworks/firearms	R1 000*	R1 500*	R2 000*
Use of fire hoses for personal use	Warning	R1 000*	R2 000*
Blatant disregard for Conduct Rules	R1 000*	R1 500*	R2 000*
Loud Music Not Permitted from Unit Holders	Warning	R500*	R1 000*
No consumption of alcohol/Drugs on common property	R500*	R1 500*	R2 000*
Unauthorised use of turnstile access	R500	R1 000	R2 000
Unauthorised CCTV cameras installations	R1 000	R2 000	R3 000
Refusal to sterilise and vaccinate cats	R1 000	R2 000	R3 000

**\*Including all costs incurred for medical, cleaning or repair**

Overnight guests shall be charged R150 per person per night. Payment is to be made via eft directly into the body corporates trust account and proof of payment submitted to the building supervisor prior to being granted access.

**The Chairman / Board of Trustee reserves the right to amend the penalties, fines and administration charges from time to time as deemed necessary.**