

# CYNTHIA B FORTE

BERKELEY COUNTY

REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

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**\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\***

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Instrument #: 2023001428

Receipt Number: 281257

Return To: CAPELL THOMSON LLC

Recorded As: MISCELLANEOUS DOCUMENT

102 WAPPOO CREEK DR STE I

Recorded On: January 17, 2023

CHARLESTON, SC, 29412

Recorded At: 11:37:47 AM

Received From: CAPELL THOMSON LLC

Recorded By: WK03

Parties:

Book/Page: RB 4460: 966 - 968

Direct- LIBERTY HALL RESIDENTIAL PROPERTY

Total Pages: 3

Indirect- LIBERY HALL PLANTATION

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**\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\***

Recording Fee: \$25.00

Tax Charge: \$0.00



*Cynthia B. Forte*

Cynthia B Forte - Register of Deeds



**Residential Property Owners Association, Inc.**

## ***Parking Policy***

A system of reasonable enforcement policies, which includes fines, has been put into place to allow the Home Owner's Association authority when enforcing the standards set forth in the Declaration of Covenants Restrictions and Easements for Liberty Hall Plantation Residential Community, Inc. (hereafter Covenants). This enforcement policy and fine structure is subject to further definition by way of Rules, Resolutions and Policies as per the authority granted to the Board of Directors in Section 12 of the Bylaws of Liberty Hall Residential Property Owners Association, Inc. and so long as not inconsistent with the terms or provisions of the Association Documents. A Policy has been adopted by the Board of Directors to enhance the current standards of the Parking and Vehicular Restrictions line item set forth at Page 23, Article 11, Section E of the Liberty Hall Plantation Covenants. The additions to the Parking and Vehicular Restrictions are as follows:

1. A homeowner, resident, guest or other may not park on the grass at Liberty Hall Plantation. This includes but is not limited to any parcel, lot, HOA lot, city/county owned lot, etc. Any vehicle parked on HOA owned land, other than in designated parking areas, will be towed immediately without warning.
2. A homeowner, resident, guest or other may not park on the sidewalks at Liberty Hall Plantation. This includes but is not limited to any parcel, lot, HOA lot, city/county owned lot, etc. A vehicle parked in a driveway that extends into the sidewalk flow/pathway is acceptable. A vehicle parked with two wheels in the street and two wheels on the sidewalk is not acceptable and will be subject to the assessment/fine structure outlined in this policy, any repair costs to the sidewalk, and any and all fees associated with or costs incurred during dispute resolution and/or collection of repair moneys. In addition, the vehicle owner will be responsible for any parking tickets that may be issued by Goose Creek Police Department under SC ST SEC 56-5-2530.
3. A homeowner, resident, guest or other may not park trailers, recreational vehicles, campers, tiny-homes, commercial vehicles, or any other means of transport, with the exception of personal passenger vehicles, at Liberty Hall Plantation. Commercial vehicles, as defined in the Covenants, are not permitted with the exception of a temporary stop for deliveries, home maintenance, or utilities providing service to that home. Boats may only be parked/stored in a backyard behind a privacy fence as defined in the Liberty Hall Covenants. Boats are not permitted to be parked/stored in driveways or on streets.
4. A homeowner, resident, guest or other may not park on the streets overnight at Liberty Hall Plantation. This includes but is not limited to any parcel, lot, HOA lot, city/county owned lot, etc. Overnight hours are deemed by the Board of Directors to be 11:00 pm until 6:00am.

From the date of this Policy forward, this Policy will prescribe to the following method of resolution unless stated otherwise in this document:

1. An owner will be given a warning notice for the first violation of the Policy. The warning notice will have a 14 day cure period from the date of the notice.

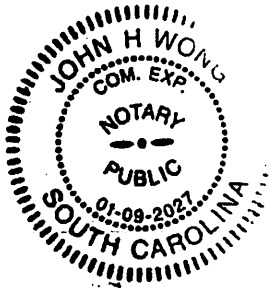
2. If the owner violates the Policy at any time after the first warning notice cure expires a fine of \$25.00 will be assessed per occurrence, per violation..
3. If the owner violates the Policy at any time after the second warning notice cure period expires a fine of \$25.00 will be assessed per occurrence, per violation.
4. If the owner violates the Policy at any time after the third warning notice cure period expires a fine of \$50.00 will be assessed per occurrence, per violation.
5. If the owner violates the Policy at any time after the fourth warning notice cure period expires a fine of \$75.00 will be assessed per occurrence, per violation.
6. If the owner violates the Policy at any time after the fifth warning notice cure period expires a fine of \$75.00 will be assessed per occurrence, per violation and the same amount for all future violations which occur within the same year.
7. If there are no similar violations during the last quarter of the year, the violation stage will reset to notification stage at the beginning of the new year.

Notice of these violations and fees will be sent in accordance with the Covenants. Written notice describing the violation will be supplied to the Owner at the last known address/e-mail address on file. At any point during the violation process, the Association may choose to turn the matter over to legal counsel where all legal remedies will be pursued at the expense of the Owner.

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Before me, the undersigned officer of Liberty Hall Residential Property Owners Association, Inc., on December 22, 2022, who solemnly affirms that the foregoing instrument was duly approved by the Board of Directors for the Liberty Hall Residential Property Owners Association, Inc. in December 2022.

**LIBERTY HALL RESIDENTIAL PROPERTY OWNERS ASSOCIATION, INC.**



*Eric J. Bennett II*  
 By: ERIC J. BENNETT II

Print Name

Its: RESIDENT

Print Title

SWORN TO AND SUBSCRIBED before me this 22 day of December, 2022.

*John H. Wong*  
 Notary Public, State of SC  
 My Commission expires: 1-9-27