

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)
)
William Steiner,)
)
Plaintiff,)
)
v.)
)
Wedgefield Plantation Association, and)
Johnathan Rutstein, President)
)
DEFENDANTS.)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO.: 2023-CP-22-00410

**ORDER GRANTING
DEFENDANTS' MOTION FOR
DISMISSAL**

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AUG 16 2023

SC Court of Appeals

This matter is before the Court on motion of Defendants Wedgefield Plantation Association (the "Association") and Johnathan Rutstein, (collectively referred to as "Defendants"), for dismissal pursuant to Rule 12(b)(6), SCRPC, on the basis that the Plaintiff's claims are time-barred by the statute of limitations. The Plaintiff filed his complaint on May 22, 2022, and the Defendants filed their motion on June 21, 2022. The Plaintiff did not file any memoranda opposing the motion. A hearing was held on July 20, 2023, via WebEx. The Plaintiff appeared at the hearing *pro se* and Ford H. Thrift of Wall Templeton & Haldrup, P.A. appeared on behalf of the Defendants. After a thorough review of the Plaintiff's Complaint, careful consideration of the written brief, and conducting oral arguments on the matter, the Court GRANTS the Defendants' motion to dismiss.

Background¹

Plaintiff William Steiner brings this action against his neighborhood homeowners association, the Wedgefield Plantation Association, and the president of its board of directors, Jonathan Rutstein, alleging that they have "failed to abide by the laws of the South Carolina

¹ The facts asserted herein are taken from the four corners of the Plaintiff's complaint. See Delaney v. First Financial of Charleston, Inc., 426 S.C. 607, 611, 829 S.E.2d 249, 250 (2019) (on review of a motion to dismiss all well-pled allegations are considered true).

Nonprofit Corporation Act and the rules, policies, and covenants of Wedgefield Plantation.” (See Pl.’s Compl. filed May 22, 2023.) The Plaintiff alleges four causes of action but classifies each one as a breach of contract claim. (Id., at p. 2.) Specifically, the Plaintiff alleges (1) “Violating a Court mandated binding mediation settlement;” (2) “Terminating [his] rights as a member;” (3) “Violations of State Laws 33-31-830, and 834;” and (4) “Breach of Contract.”

Standard of Review

Although the Plaintiff is self-represented, his pleadings and causes of action must be held to the same standard as if he were an attorney. “A pro se litigant who knowingly elects to represent himself assumes full responsibility for complying with substantive and procedural requirements of the law.” See State v. Burton, 356 S.C. 259, 265 n.5, 589 S.E.2d 6, 9 n.5 (2003). Thus, his complaint must adhere to the pleading requirements of the South Carolina Rules of Civil Procedure. Under Rule 12(b)(6), a defendant may move to dismiss for failure to state facts sufficient to constitute a cause of action. Baird v. Charleston County, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999). It is axiomatic that no cause of action is stated absent sufficient allegations of facts. Akers v. Hard, 275 S.C 100, 102, 267 S.E.2d 536, 537 (1980); see also Rule 8. SCRPC. The question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief. Doe v. Marion, 373 S.C. 390, 395, 645 S.E.2d 245, 247-48 (2007) (citation and quotation omitted).

Law and Analysis

Civil actions may only be commenced within the period prescribed by the applicable statute of limitations. S.C. Code Ann. § 15-3-20(a). In cases based upon a breach of contract, the applicable statute of limitations is three years. S.C. Code Ann. § 15-3-530. “Statutes of limitations are not simply technicalities. On the contrary, they have long been respected as fundamental to a

well-ordered judicial system.” City of N. Myrtle Beach v. Lewis¹Davis, 360 S.C. 225, 231, 599 S.E.2d 462, 464 (Ct. App. 2004). Under the discovery rule, the statute of limitations begins to run from the date the claimant knew or should have known that, by the exercise of reasonable diligence, a cause of action exists.” Holmes v. Nat’l Serv. Indus., Inc., 395 S.C. 305, 309, 717 S.E.2d 751, 753 (2011). “Indeed, South Carolina’s statute of limitations requires very little to start the clock.” Maher v. Tietex Corp., 331 S.C. 371, 380, 500 S.E.2d 204, 208 (Ct. App. 1998).

The Plaintiff filed his complaint on May 22, 2023, meaning that that statute of limitations bars any claims that arose before May 22, 2020. A breach of contract action usually accrues at the time a contract is broken. State v. McClinton, 369 S.C. 167, 173, 631 S.E.2d 895, 898 (2006). A plain review of the Plaintiff’s Complaint shows that it is based upon events that occurred in 2019, if not earlier. The complaint references letters sent on September 30, 2019, and January 22, 2020, concerning the disputed application and enforcement of the Association’s restrictive covenants. The Plaintiff attached a copy of the September letter plus additional records as exhibits to his complaint, and they are therefore considered part of the pleading pursuant to Rule 10(c), SCRCPP. These exhibits detail an ongoing dispute between the Plaintiff and the Association in 2019 over the Plaintiff’s belief that the Association was not enforcing a restrictive covenant that prohibited the establishment of a business at or within a home in the neighborhood.²

Based on the four corners of the complaint, the Court finds that any cause of action for a breach of contract claim arose in 2019 and that the statute of limitations ran prior to the date when the Plaintiff filed the instant complaint. To be sure, the Plaintiff alleges that additional letters were

² At oral argument, the Plaintiff contended that his earlier complaints concerned a different dispute and not the one at issue here. The Court notes, however, that the Plaintiff’s exhibits clearly detail complaints about the operations of the Live Oak Construction Company and the application of the Association’s restrictive covenants. These same complaints are the foundation of the Plaintiff’s current complaint, where it is alleged that “the presence of this company operating on Live Oak Lane changes the residential characteristics of the neighborhood,” and “[i]here has never been an attempt by the Board to enforce the fifth, sixth, seventh, or seventeenth covenants.” (Compl., at p.5.)

exchanged after May 22, 2020, such as a June 2020 letter complaining about the Live Oak Excavation Company. South Carolina does not recognize a “~~continuing breach~~ theory” that would operate to save a party who pleads a ~~series of events~~ linking a time-barred act with an act that is within the limitations period. Poly-Med. Inc. v. Novus Sci. Pte. Ltd., 437 S.C. 343, 349, 878 S.E.2d 896, 899 (2022). Because the Plaintiff has only alleged breach of contract claims against the Association and its President, and because those complaints began in 2019 if not earlier, his continued complaints about the same issue cannot save his claims from dismissal.

THEREFORE, the Court finds that the Plaintiff’s claims are time-barred by the applicable statute of limitations. The Court GRANTS the Defendant’s motion to dismiss and orders that this case and the Plaintiff’s claims be dismissed with prejudice.

IT IS SO ORDERED!

Honorable Alex Hyman
Fifteenth Judicial Circuit

Georgetown, South Carolina
This ____ day of July, 2023



Georgetown Common Pleas

Case Caption: William Steiner VS Wedgefield Plantation Association , defendant, et al
Case Number: 2023CP2200410
Type: Order/Dismissal

15th Circuit Resident Judge

s/ B. Alex Hyman

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