

COUNTY OF GEORGETOWN	)	STATE OF SOUTH CAROLINA ) IN THE SOUTH CAROLINA COURT OF APPEALS
William Steiner,	)	COLUMBIA, SOUTH CAROLINA
Plaintiff	)	
v.	)	APPELLATE CASE No. 2023-001311
Wedgefield Plantation Association,	)	William Steiner
Johnathan Rutstein, President	)	APPELLANT
Defendant	)	
-----	)	

**RECEIVED**  
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SC Court of Appeals

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B. STATEMENT OF THE ISSUES ON APPEAL

Does the statute of limitations apply to Steiner v Wedgefield?

C. STATEMENT OF THE CASE

After asking the HOA to enforce the regulations in order to remove a construction company, Live Oak Excavation, operating on Live Oak lane, they took no action. As a result, I live in a commercial neighborhood, instead of a residential one.

D. STANDARD OF REVIEW

Erroneous. The Court erred in ruling that the statute of limitations applied.

E. ARGUMENT

STATUTE OF LIMITATIONS

Judge Hyman's order to dismiss was based on "...the basis that the Plaintiff's claims are time-barred by the statute of limitations." (exhibit 3, pg.1, ), based "upon events that occurred in 2019, if not earlier." (pg 3). Citing Poly-Med v. Novis, he stated "South Carolina does not recognize a 'continuing breach theory'.

The Novis case was characterized by the contractual agreement that contained two completely different obligations. In that case, the S.C. Supreme Court rejected the theory that a continuing breach applied to the facts. "Nevertheless, in a contract action, the Court held it was the intent of the parties that controlled: Whether separate breaches of the same character or type as time-barred breaches trigger a new, separate statute of limitations depends on the parties' contractual relationship--specifically, what the parties intended." The present case is based on the obligation of the HOA Board to enforce the rules in exchange for members paying membership dues and agreeing to abide by the rules (exhibit 2)

The failure of the HOA Board to enforce the 5<sup>th</sup> covenant, was not an "event" nor was the complaint based on an "event". Live Oak Excavation Company has operated at 127 Live Oak Lane continuously every day, from 2018 to the present. I submitted photographic evidence, including up to the week of the hearing (exhibit 7). This is a breach of the HOA Board's enforcement agreement by allowing and even assisting violation of the covenants, rules, and policies of Wedgefield HOA. Nevertheless, Judge Hyman states that I sued the wrong person (Exhibit 4, pg. 19). I renew my membership each year, and each year for the past six years, the Board has failed to enforce not only those rules listed in exhibit 7, but all of those in exhibit 2 multiple times, including SC Code 33-31-830 (exhibit 5, pgs. 6-7). The construction company has remained there despite the obligation of the HOA Board to enforce the rules, yet the Court rules it may remain due to my negligence in missing the statute of limitations, and the Board remains free without obligation to explain how they justify this to me or to the Court. The Court did not impose any consequences on Defendants. Although all of the defendants are equally liable, the bulk of liability falls to their attorney, acting on their behalf.

## F. CONCLUSION

The Court erred in its interpretation of the statute of limitations. Live Oak Excavation Company was in operation every day in the three years prior to my suit, in which I renewed my membership annually. The company operated continually during the year of my suit and has remained in operation until this day. There can be no three year lapse between the time I extended or renewed my membership and the operation of this business, which is not an event in some unnamed distant past. The same holds true of the rest of violations listed in exhibit 2, (1-17), including "Directors will act in good faith and candor. They will avoid even the perception of conflicts of interest, favoritism, and acting in self interest. Directors will uphold and safeguard the by-laws, conditions, restrictions, and policies regarding Wedgefield Plantation". It is not, but for my taking time to try to resolve this infraction in a reasonable way. It is but for the HOA failing year after year to perform their duty to enforce the rules (exhibit 2) with the duty of care required (exhibit 1). I ask the Court of Appeals to reverse this verdict and return the case for retrial, where it can come before a judge outside of the fifteenth circuit, unlike Judge Hyman and Wedgefield attorney Judge Crosby. Only then can I address the factual issues (exhibit 4), that the Court, in this hearing would not address.

Respectfully submitted,

William Steiner

Appellant, pro-se February 13, 2024

# **EXHIBIT 1**

**LIABILITY OF DIRECTORS OF NONPROFIT CORPORATIONS  
IN SOUTH CAROLINA  
BY  
WIMBLE BOND DICKINSON**



ARTICLES AND BRIEFINGS

## Liability for Directors of Nonprofit Corporations

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→ LIABILITY FOR DIRECTORS OF NONPROFIT CORPORATIONS

"This article originally was published in the March 2017 issue of South Carolina Lawyer magazine."

### Introduction

Lawyers are often asked to serve on Boards of nonprofit corporations and if they do so, they will often be asked by other directors about the potential individual liability of a director for actions of the nonprofit, for actions of the director and for actions of other directors. It is essential therefore that such lawyers understand the risks involved. It is the purpose this Article to further that understanding.

The risk/reward analysis resolves itself into the question of whether (1) the risk of the liability to the director outweighs the benefit of the service to the public, or (2) the benefit of the service to the public outweighs the risk of liability to the director.

Directors of nonprofit corporations must have a thorough understanding, first, of the duties of such a director because it is for a breach of those duties that a director may be sued individually, putting the director's personal assets at risk. Insurance companies providing coverage for directors of nonprofit corporations emphasize this concept. The website of one insurance company states that such potential liability "[C]ould threaten an individual's livelihood and personal fortune" and that directors owe "fiduciary duties to the nonprofit organization and its grantees and donors." [1] The website of a second insurance company brings the liability closer to home, perhaps, by stating that such potential liability threatens "your money, your house, your boat." [2]

Although a director of a nonprofit corporation has duties and standards of conduct to adhere to, a system of statutory protection does exist in South Carolina for such a director. This system is more protective of a director of a non-profit corporation than the system protecting a director of a business corporation. Liability insurance exists too, enabling the public benefit to be achieved by directors serving nonprofits to outweigh the risk of personal liability.

### Duty of Care as Interpreted by State Law

A director of a nonprofit corporation has two duties under South Carolina law: (1) a duty of care and (2) a duty of loyalty, with a third related duty being to protect the federal tax exempt status of a nonprofit corporation. This Article primarily addresses the duty

of care.

Three primary South Carolina statutory provisions address the duty of care of a director of a nonprofit corporation: S.C. Code Ann. Sections 33-31-830, 33-31-202, and 32-31-834.

A. S.C. Code Ann. Section 33-31-830

The governing statutory authority affecting directors is codified in Section 33-31-830 and is based on the second edition of the Model Nonprofit Corporation Act approved by the Committee on Nonprofit Corporations of the American Bar Association in 1987. [4] Section 33-31-830(a), entitled "General Standards for Directors," provides that a director shall discharge his duties as follows:

1. In good faith;
2. With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
3. In a manner the director reasonably believes to be in the best interests of the corporation.[5]

Subsections (1) and (2) constitute the duty of care and the standard is a negligence standard involving an analysis of the specific language of the section, including "a prudent person," "in a like position," and "under similar circumstances." *Id.*

Section 33-31-830(d) provides that a director meeting the standard of Section 33-31-830(a) is not liable to the corporation, a member, or any other person if complying with this section.

B. S.C. Code Ann. Section 33-31-202

Section 33-31-202(b)(2), provides that no director is personally liable for monetary damages for breach of any duty to a nonprofit corporation or its members, excepting, with respect to the duty of care, "acts not in good faith or intentional misconduct or knowing violation of law."

The protection in this Section has both positive and negative differences from the protection in Section 33-31-830. On the positive side, the protection from liability here is not only against negligence, but also against gross negligence, because intentional misconduct would be a higher standard than gross negligence.[6] On the negative side, the protection in Section 33-31-202(b) applies only to a breach of any duty to the corporation or its members, arguably excluding third party claims, and applies only to monetary damages, not to equitable remedies. The South Carolina Reporter's Comments recognize, again, that extending protection to grossly negligent conduct is founded on the concept that directors in these circumstances are unpaid volunteers. This is a reflection of the legislative determination that unpaid volunteers, giving of their time and often their money to an entity whose purpose is a public benefit, deserve a higher level of protection than directors of for-profit corporations, whose purpose is primarily financial and whose directors are usually paid for their service.

C. S.C. Code Ann. Section 33-31-834

Section 33-31-834, is not a part of the Model Act but was included in previous South Carolina statutory law. Section 33-31-834 provides complete immunity from liability to a director of a nonprofit corporation exempted from taxation under Federal Income Tax Code Section 501(3)(c), (c)(6) or (c)(12), except when the conduct amounts to gross negligence or willful or wanton conduct. Comparing Section 33-31-834 protection to the other two sections giving protection, the negatives are that the protection of this section applies only to federally tax-exempt organizations, not to mutual benefit nonprofits, and does not extend to gross negligence. The positive factors are that it does provide coverage against negligence, unlike Section 33-31-830 protection, and applies to any suit, including third party claims, as Section 3-31-830 does, but Section 33-31- 202(b) does not.

Statutory Protection

The levels, then, of the intentional statutory protection for directors of nonprofit corporations in South Carolina, before even addressing indemnity or insurance coverage issues, include the following:

A. A director of a corporation whose primary beneficiary is the public, recognized by a federal tax-exempt status, is protected under Section 33-31-834 against any claim by any person unless the director is grossly negligent. One of the few reported cases involving nonprofit corporation director liability[7] in South Carolina includes a perceptive analysis by Federal District Judge Norton of gross negligence in this context and states that such the applicable duty of care standard requires a finding of conscious wrongdoing. The conduct complained of in that case, brought by a terminated employee of the Medical University of South Carolina, was that two directors in a telephone call with the Plaintiff, prior to an extension of his Employment Contract for an additional period, requested that the Plaintiff agree to certain changes in his Employment Agreement. The evidence was that the Plaintiff was told by the Chairman of the Board of Directors on that telephone call that if he did not agree to extend his contract he would be terminated immediately. One of the Plaintiff's arguments was that the Chairman did not have the authority to terminate

his employment, only the Board did. The Court found that the Director's testimony was that he believed he did have that authority, so there was no "conscious wrongdoing". Obviously, someone engaged in conscious wrongdoing, even in a nonprofit context, should not have protection.

B. If a suit is brought against the director of a nonprofit by that corporation or its members, the director is protected under Section 33-31-202(b), even against gross negligence and is liable only for intentional wrongdoing, not just conscious wrongdoing. In the Official Comments to this Section, taken from the Model Nonprofit Corporation Act, intentional is defined to mean the specific intent to perform or fail to perform the act with actual knowledge that the specific action or failure to act will cause harm, rather than a general intent to perform acts which cause harm. The Official Comments also give an example of the special considerations applicable to nonprofit directors in finding that those directors could reasonably allocate all of the entities' grants to "untried and innovative programs" with little chance of success, because there could be significant benefits if those programs were in fact successful.

C. In a fact situation not covered in Section 33-31-834 or Section 33-31-202(b), Section 33-31-830 extends protection to conduct that was both in good faith and not negligent, provided, importantly, that the standard the director is held to, that of an ordinarily prudent person, should include a specific favorable analysis of the language "in a like position" and "under similar circumstances." The Official Comments give clear support for special consideration based on a nonprofit director being a volunteer and receiving no compensation, even extending the analysis to the director's personal background, qualifications, and experience.

Again, in balancing the two concepts, these special considerations do not water down the requirement for prudence. Section 33-31-830 provides parameters for such prudence, such as the statement in subsection (b) that while a director is entitled to rely on information, reports, and financial statements prepared by others, directors can do so only if they reasonably believe those providing the information or reports are competent and reliable. In regard to such special conditions, the Official Comment to that Section states that "this does not mean that directors can ignore their responsibilities because they are volunteers or have no economic interest in the corporation or its operations." An example would be that directors, in considering employment discrimination claims, including sexual harassment which are all the more common now, would not be entitled to rely solely on managements review of the relevant facts but should conduct their own independent investigation.

#### Federal Level – Volunteer Protection Act of 1997

At the Federal level, directors have protection under the Volunteer Protection Act of 1997,[8] which is applicable to directors of nonprofits exempt from federal income tax and which preempts inconsistent state law. In enacting the Volunteer Protection Act, Congress recognized "the willingness of volunteers to offer their services is determined by the protection from liability in actions against them." [9] The protection of the Act extends to all volunteers, which would include an unpaid director, and the standard under Section 14503 of that Act is that the action of the director is protected unless caused by "willful or criminal misconduct, gross negligence, reckless conduct . . . "[10] The protection of the Act does not, under that same Section, extend to an action by the nonprofit corporation itself against a director, including perhaps derivative actions, or against the corporation for harm caused by the director.

A related duty of a director of a nonprofit corporation of a federally tax exempt organization to protect that tax exemption is made clear because both Section 33-31-834 and the Volunteer Protection Act require it. A director also must ensure compliance with the IRS Guidelines applicable to tax exempt nonprofit corporations, including particularly excess benefit transactions, private inurement questions, and executive compensation issues. Failure to comply can result in loss of the tax exemption, thus eliminating the tax deductibility of contributions.

Lawyers, as well as other professionals serving as directors of nonprofit corporations may be held to a higher standard of care than other directors. The Official Comments in Section 33-31-830 state that no particular skill or expertise should be expected from directors "unless their background or knowledge evidences some special ability." [11] This would mean that a lawyer sitting on a non-profit board and reviewing contracts, not as a lawyer but just as a board member, may still be held to a higher standard of care, as would an accountant reviewing financial information, even if prepared by an outside accounting firm.

#### Ancillary Legal Concepts

Two ancillary legal concepts integral to any analysis in this area are (1) to whom the duty of care is owed and (2) the availability of a Business Judgment Rule.

The South Carolina Reporter's Comments to Section 33-31-830 state "to whom duties are owed by directors is a matter of common law." The Section does not create a statutory duty to the members of a nonprofit corporation, but it is generally thought a duty of care does extend to members of a mutual benefit corporation. The duty does not extend to beneficiaries of the chari.

purpose, such as grant donees, or to donors. For the latter reason, State Attorneys General are generally given some right of oversight of the use of funds by public benefit nonprofit corporations.[12] Suits against directors have been brought successfully by Creditors Committees in bankruptcy proceedings of non-profit corporations, including tort claims for “deepening” the insolvency.

In dealing with challenges to actions by the Boards of both for profit and nonprofit corporations, Courts often implement a business judgment rule, which means, generally, that a Court will not review a judgment of a Board of Directors in furtherance of its business unless that Board acts outside of its authority with corrupt motives or in bad faith.[13] Although the Official Comments to Section 33-31-830 state there is no need for the Business Judgment Rule because the standards of Section 33-31-830 replace the Rule, the South Carolina Comments to Section 33-31-830 state that the Business Judgment Rule would be available as a defense in South Carolina even if that Section’s standards are not met.[14]

#### Indemnity and Insurance

Even if a director of a nonprofit corporation were to be found liable for an act or failure to act, that director may still have an indemnity claim against the nonprofit corporation. Section 33-31-851 of the South Carolina Nonprofit Act provides that the Corporation may indemnify a director acting in good faith and who reasonably believed that the action was in the best interest of the corporation if acting officially and, in other cases, if the conduct is not opposed to the best interests of the corporation. Nonprofit corporations should include in their bylaws an indemnity provision covering directors as an inducement to service by those directors. A director may recover reasonable litigation expenses under Section 33-31-852 of the Act, which provides for a mandatory indemnification of directors if a director is successful on the merits in defending an action against that director personally but the section applies only to reasonable expenses.

It is common practice for both for profit and nonprofit corporations to carry directors’ and officer’s liability insurance, “D&O Coverage”, which generally protects directors of nonprofit corporations from having to personally fund the expenses of litigation against that director as well as covers, to the insurance limits, any judgment against that director. There are various issues with regard to the types of coverage available and the amounts of coverage which can be obtained. . A nonprofit corporation should offer the most coverage possible to recruit and to protect its directors .Three types of D&O coverage exist. A-Side Coverage extends to claims for direct payments to a director for defense costs and liability damages if the directors do not have a right to be indemnified or if indemnification is useless due to the financial condition of the nonprofit corporation. B-Side Coverage reimburses the nonprofit corporation for indemnity payments to directors and officers. C-Side Coverage extends to the entity itself for its wrongful acts. Subject to costs consideration, A-Side coverage would appear to best serve the directors of nonprofit corporations and, after proper analysis, could include layering primary and excess coverages and reducing policy exclusions.

To maintain coverage, nonprofits must ensure they maintain their 501(c)(3) or other federal tax exemption by adopting conforming policies for conflicts of interest, document retention, whistleblower protection, fundraising, investments, and executive compensation determination. A nonprofit corporation should also adopt a specific review policy for preparation of Form 990, which is the Form nonprofits use to report its financial activities to the Internal Revenue Service, before its filing.

As to Best Practices to be followed by directors of nonprofits corporations, Section 33-31-830(b) recognizes the ability of a director to rely on information, reports, and statements presented by others but requires that the director reasonably believes that such person is reliable and competent in the relevant area. Included would be the ability of a director to rely on outside legal counsel and accountants. In addition, ABA’s Guidebook for Directors of Nonprofit Corporations provides good practical suggestions for Best Practices,[15] to include attending regularly scheduled meetings of directors, avoiding multiple executive sessions, adopting a standard form of meeting agenda, minimizing action by written consent as opposed to by resolution adopted at a regular or special meeting of the board, limiting voting by email, and adopting a regular schedule of information to be provided to directors.

#### Conclusion

The Comments in the South Carolina Reporter for the Nonprofit Corporation Act in South Carolina state that charitable immunity, including director liability, of nonprofit corporations still exists in South Carolina, but it “takes some looking for.” [16] Indeed, subject to limitations, statutory director protection does exist in the nonprofit corporation world, and the public benefits from such service outweigh the potential individual liability. Liability should only result either from gross negligence - conscious wrongdoing that should have no protection – or breach of a negligence standard subject to a weighing of certain factual matters favorable to a director, such as volunteerism and public benefit. Directors can be covered by insurance, which all nonprofits should provide.

The statutory requirement that a director of a nonprofit corporation should act prudently should be an acceptable requirement to anyone serving, or considering service, as a director of a nonprofit corporation in South Carolina.

1. Zurich Insurance Company website. The reference to liability to grantees and donors appears to be overstated.
2. See Travelers Insurance Company website.
3. South Carolina Nonprofit Corporate Practice Manual, 2nd Edition (2015). Section 4.04, 3.
4. It should be noted that the Model Nonprofit Corporation Act, 3rd Edition, changes the language of Section 830 by deleting the negligence standard in (2) from subparagraph (a) and substituting such a standard in a different subparagraph (b) which limits the standard specifically to the decision making function and the oversight function of a director.
5. S.C. Code Ann. § 33-31-830(a)(1)-(3).
6. See South Carolina Reporter's Comments to Section 202(b), 3.
7. See *Osborn v University Med. Associates*, 278 F.Supp. 2nd 720 (D.S.C. 2003).
8. 42 U.S.C. §14501 et seq. For a detail analysis of the Federal Volunteer Protection Act, see Section 604 of the South Carolina Nonprofit Corporate Practice Manual, 2nd Edition, Page 99, et seq.
9. 42 U.S.C.
10. 42 U.S.C.
11. See Section 33-31-30, Official Comment, 2.
12. In South Carolina, see Section 33-31-1403 and, generally, Guidebook for Directors of Nonprofit Corporations, 3rd Edition (212) of the American Bar Association, page 11.
13. See *The Dockside Association v. Detyens*, 352 S.E.2d 714 (SC Court of Appeals 1987)
14. The Business Judgment Rule was applied to nonprofits in *Dockside Associates v. Detyens*, 352 S.E.2d 714 (Ct. App. 1987), *aff'd*, 362 S.E.2d 874 (1987).
15. Guidebook for Directors of Nonprofit Corporation, 3rd Edition.
16. Charity Immunity: Statutory Remnants in South Carolina, 8 S Carolina Lawyer 28, at Page 31 (1996).

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## **EXHIBIT 2**

**RULES, POLICIES, AND REGULATIONS SUBJECT TO  
ENFORCEMENT BY WEDGEFIELD HOA  
AND STATE LAWS TO INSURE COMPLIANCE**

a. The 25<sup>th</sup> Covenant: "IT IS UNDERSTOOD AND AGREED that the foregoing conditions, restrictions and limitations shall be appurtenant to and run with the said premises and that in the event of the violation of said covenants, restrictions and limitations, the grantor, its heirs, successors, or assigns, shall have the right to abatement and the right to enforce compliance by injunction or any other legal action."

b. By-Laws, Article V, Section 5: "Penalties for Violations of By-Laws, Conditions, Covenants and Restrictions and Board Policies: The Board of Directors shall have the right, in addition to any other rights set forth in these By-Laws, or in the Covenants, Conditions, and Restrictions, to provide remedies against an Owner for violations or Owner's tenant of the Covenants, Conditions, Restrictions, and By-Laws. Such remedies may include but not limited to injunctive relief, monetary damages, costs, and reasonable attorney's fees."

c. Section 3-31-1432 (a): "A court in a judicial proceeding...may appoint one or more receivers...or one or more custodians to manage the affairs of the corporation. The court appointed receiver or custodian has exclusive jurisdiction over the corporation..."

## VIOLATIONS

1. The 5<sup>th</sup> covenant:

"The lot or lots described herein shall be used for residential purpose exclusively."

2. The 7<sup>th</sup> covenant:

"No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any dangerous, unsightly, unpleasant or of a nature that may diminish or destroy the enjoyment of the other property in the neighborhood by the owners..."

3. Policy Manual Section I, 2.01:

“The WPA board is responsible for assuring adherence to the covenants in order protect and enhance the quality of life and the value of the homes of Wedgefield residents.”

4. Policy Manual Section II, 11.03:

Expenditures in excess of \$2500...can be made after Board approval. These expenditures require a scope of work to be prepared prior to being submitted to the Board. The scope of work will specify: a) why the work is to be done; b) exactly what is to be accomplished by the expenditure; and c) the measurable results from the work. It is desirable to secure three or more bids for this work, however, if not practical, the Board may accept a single bid for this work.”

5. Policy Manual III Section 1.01:

Provides for “...a private residential area designed as a PUD approved by Georgetown County.”

6. Policy Manual III Section 3.02:

Provides for “465 residential lots.” including Live Oak Lane

7. Policy Manual Section IV, 1.01:

“Directors will uphold and safeguard the By-Laws, Covenants, Conditions, Restrictions and Policies governing Wedgefield Plantation.”

8. Policy Manual Section V:

1.02: “No commercial signs, including “for rent or for sale” and any similar signs shall erected or maintained on any lot except with the written permission of the Grantors.”

1.06.01: “No commercial signs shall be allowed to be posted on any property within Wedgefield Plantation that is covered by our Conditions, Covenants, and restrictions.” (underlined definitions attached)

---

9. Policy Manual Appendix III-4(2):

“All vehicles must be parked within the job site or in an area designated for contractor parking.”

10. Policy Manual Appendix IV Code of Ethics:

“Directors will act with scrupulous good faith and candor. They will avoid even the perception of conflict of interest, favoritism, and acting in self interest. Directors will uphold and safeguard the by-laws, conditions, restrictions, and policies regarding Wedgefield Plantation,”

11. Policy Manual Section XII (4):

“There will be a ten day deadline for the acknowledgment of receipt of communications. There will be a thirty day deadline for the final respond to the resident or member, unless the final response requires more extensive research of underlining issues.”

12. S.C. App. Ct. Rule. 407-1.2:

(c) “A lawyer may limit the scope of representation if the limitation is reasonable under the circumstances...”

(d) “A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent...”

13. South Carolina Code of Laws, Section 33-31-830. General standards for directors:

a. A director shall discharge his duties as a director, including his duties as a member of a committee:

1. in good faith
2. with the care an ordinary prudent person in a like position would execute under similar circumstances and
3. in a manner the director believes is in the best interest of the corporation.

14. South Carolina Code of Laws, Section 33-31-834:

“...(the) immunity from suit is removed when the conduct amounts to willful.

---

wanton or gross negligence.”

15. By-Laws Article I:

[The purpose of the By-Laws is to conduct] “the affairs of the Plantation for the benefit of the property owners in a manner which will maintain the high standards of Wedgefield... This includes enforcing the Covenants of the subdivision and these By-Laws.”

16. By-Laws Article IV – MEMBERSHIP:

Section 1: “Classes: The Association shall have only one class of membership. Membership shall be limited to lot owners or condominium apartment owners.”

Section 2: Membership: “Every person or entity who is an owner of any lot or condominium apartment, shall be a member of the Association.

Membership shall commence at the time of legal acquisition of the property. Membership shall be appurtenant to and may not be separated from ownership of any lot or condominium apartment which is subject to assessment.”

17. A binding, court mandated, mediation agreement between Plaintiff Steiner and HOA Board (represented by member Garrison) in which defendants agreed to;

(a) apologize, and (b) put in place procedures to insure all Board members were trained in the provisions of the covenants and State Laws regulating non-profit corporations in order to prevent a re-occurrence of these violations. (2017-CP-22-00563).

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# **EXHIBIT 3**

**TRANSCRIPT OF HEARING OF 2023-CP-22-00410  
STEINER V WEDGEFIELD**

1 STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA CIRCUIT COURT 15  
2 COUNTY OF GEORGETOWN ) COURT C.A NO. 2023-CP-22-00410

3  
4 William Steiner )  
5 Plaintiff, )  
6 Versus )  
7 Wedgefield Plantation Association, Johnathan Rutstein,  
8 President, )  
9 Defendant. )

10  
11 H E A R I N G

12  
13 DATE: July 20, 2023

14  
15 LOCATION: South Carolina Circuit Court 15

16  
17 JUDGE: Alex Hyman

18  
19 TRANSCRIBED BY: ERIN REILLY

20  
21 LEGAL EAGLE  
22 Post Office Box 5682  
23 Greenville, South Carolina 29606  
24 864-467-1373  
25 depos@legaleagleinc.com

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Certificate of Transcriber . . . . . 23

EXHIBITS

(None marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH IS  
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 MR. STEINER: Yes, sir.

2 THE COURT: All right. Yeah. Now we can see you.  
3 Great.

4 MR. STEINER: Yes, sir.

5 THE COURT: All right. Mr. Steiner, you are here  
6 today because the defense has filed a motion for -- is it a  
7 motion to dismiss or a motion for summary judgment?

8 MR. THRIFT: Just to dismiss, Your Honor.

9 THE COURT: Okay. Mr. Steiner that's what we're here  
10 for, is that your understanding?

11 MR. STEINER: Yes, sir.

12 THE COURT: All right. Well, we'll go ahead. Mr.  
13 Steiner, are you represented by an attorney or no?

14 MR. STEINER: No, I'm representing myself.

15 THE COURT: Okay. All right. Mr. Steiner, we'll let  
16 Mr. Thrift go ahead and let him argue you his motion and then  
17 I'll hear from you. Okay?

18 MR. STEINER: Yes, sir.

19 THE COURT: All right. Mr. Thrift, go ahead.

20 MR. THRIFT: Thank you, judge. May it please The  
21 Court. I represent the two defendants in this case, the  
22 Wedgefield Plantation Homeowners Association and their board  
23 president, Mr. Johnathan Rutstein. Mr. Steiner is a resident  
24 within the Wedgefield Plantation and is suing them for  
25 essentially failing to enforce the covenants and restrictions.

## PROCEEDINGS

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THE COURT: William Steiner vs Wedgefield Plantation Association. Looks like Mr. Steiner, I see Ford Thrift, he's raising his hand for that.

MR. THRIFT: Good morning, Your Honor.

THE COURT: Good morning, Mr. Thrift. How are you?

MR. THRIFT: I'm doing fine, sir. How about yourself?

THE COURT: I'm doing pretty good for a Thursday. Mr. Thrift, I believe is this your motion?

MR. THRIFT: Yes it is, Your Honor.

THE COURT: Is -- I see Mr. Steiner is on there.

MR. STEINER: I'm here.

THE COURT: All right. Mr. Steiner can -- do you have a video or a way to -- I can hear you but I can't see you.

MR. STEINER: Okay. Let me -- I'm in a wheelchair. I'm trying to get up to it.

THE COURT: Okay.

MR. STEINER: Do you see me yet?

THE COURT: No, sir.

MR. STEINER: I don't know. I'm right in front of the screen. What do I do?

THE COURT: Is there a button on the bottom that says video or start video?

MR. STEINER: Start video. Oh, yeah.

1 want to point out last year, Your Honor, the Supreme Court  
2 answered a certified question from Judge Childs, I believe it  
3 was, where they said, South Carolina does not recognize the  
4 continuing breach theory. You can't delay a statute of  
5 limitations in a contracts case for any continuing breaches.  
6 The case citation for that was Poly-Med v. Novus Sci. It's  
7 437 South Carolina 343 Southeastern second reporter was 878,  
8 Southeastern second 896. Your Honor, I believe based on all  
9 that, the entire complaint should be dismissed, it all goes  
10 back to a 2019 and even earlier dispute. But if you're  
11 inclined to keep it alive on any part, I would ask as an  
12 alternative, you help us clean it up. Mr. Rutstein is being  
13 sued as an individual, the only things alleged in the complaint  
14 are board activity. There's a case that says it's just not  
15 proper to sue someone individually for what they've done as a  
16 board president or a board member. Likewise, he has alleged  
17 damages for discrimination, fraud, and malice. I will actually  
18 ask the Court to place the HOA into a receivership. I would  
19 ask that the Court strike out all of those damages. This is a  
20 failure to enforce the covenants case and so none of that's  
21 proper. Thank you, Your Honor.

22 THE COURT: All right. Thank you. Just a second,  
23 just looking over the complaint. All right. Mr. Steiner, you  
24 heard the arguments made by Mr. Thrift. Do you have any  
25 response?

1 | It's broken out across four causes of action but at the top of  
2 | the complaint under the nature of the action, it's defined as a  
3 | breach of contract case. Essentially, Your Honor, Mr. Steiner  
4 | alleges that one of his neighbors is keeping work trucks on his  
5 | property in violation of one of the covenants and that the  
6 | board hasn't done anything stop that. And instead is ignoring  
7 | him and his complaints about it. This lawsuit, Your Honor, was  
8 | filed on May 22nd of this year. We're asking you to dismiss it  
9 | in full because the statute of limitations bars his claims.  
10 | Your Honor, all the things that are alleged in his complaint  
11 | happened in 2019 and early 2020. It starts, Your Honor, with a  
12 | letter written from the board's personal counsel Joe Crosby  
13 | essentially saying, we've received your complaints, we've given  
14 | you our position, and we're not going to respond to you any  
15 | further. He has captioned that complaint as a terminating his  
16 | rights as a member. Your Honor, regardless of what it was, the  
17 | statute of limitations ran on that in September of last year.  
18 | And I think it goes even further, there have been some things  
19 | alleged and this is all on the case of the complaint within the  
20 | four corners. I have put in a footnote on my motion, Your  
21 | Honor, I think you are allowed to take judicial notice of the  
22 | other lawsuits that Mr. Steiner has filed about this very same  
23 | thing. The most recent one was in 2021, we filed a motion to  
24 | dismiss there. He voluntarily dismissed that complaint but Mr.  
25 | Steiner had notice of these things several years ago. And I

1 construction company has operated, I believe you have some  
2 pictures of it and it is not about a couple trucks. It's a  
3 construction company with trucks, flat dead trailers, metal  
4 levers, supplies on the ground, excavators, earth moving  
5 equipment. It's a full supply depot. I hope you have pictures  
6 of it and they say that this present suit -- lost my train,  
7 hold on, it is -- missed the statute of limitations, which they  
8 say is three years. And when they say that they say the suit  
9 stems from an event that occurred in 2019, so they are giving  
10 me or given the Court the impression that that company ceased  
11 to exist and it's been over three years and so the statute of  
12 limitations has passed. But there has been no cease in  
13 operational that company, it was operating then and it's  
14 continued to operate until this very day it's still operating.  
15 In this motion to dismiss, they don't actually refer to this  
16 company and state that it is no longer existence. They just  
17 implied by saying my objection occurred three years ago. Well,  
18 I did first object three years ago that's the first letter in  
19 the packet of about 30 exhibits that I had but it's continued  
20 exist. So I feel that you ought to deny the motion based on  
21 statute of limitations. That's my first point. And secondly  
22 on page one, the plaintiff has listed this case as Wedgefield  
23 Plantation Association and Johnathan Rutstein, president.  
24 Well, that's not what I filed, Your Honor. My case is  
25 Wedgefield Plantation Association, Johnathan Rutstein,

1 MR. STEINER: Yes, sir. Thank you for taking me and  
2 allowing me to ask for a dismissal of the motion to dismiss.  
3 I'd like to point out in his motion. He said that he's  
4 concerned that this is a relitigation of an old case. And he  
5 refers to when I did sue in late 2017 that this is not a real  
6 litigation of the same offenses. In that case what happened, a  
7 board member came over and erected a fence on the property line  
8 between me and the next door neighbor. And I objected to that  
9 and they declined to do anything about it. And so I asked if  
10 the fence were permitted and they said yes, it was permitted.  
11 But that turned out not to be true, there was no permit it was  
12 just the board member that erected the fence just gave an oral  
13 approval, winking or nod. And at that point, the board member  
14 sent me emails saying my dock was encroaching that the  
15 neighbors had complained about it, that it was not permitted  
16 and would not be eligible to be permitted and I had violated  
17 the 50% rule when I did some repairs on it. And all these were  
18 false allegations. And so we settled out of court on that and  
19 the board agreed to follow the covenant. They apologized,  
20 agreed to follow the covenants and laws of South Carolina and  
21 take steps to train the board members to understand, you know,  
22 the rules and everything. So this is not a litigation of any  
23 of that. On this case here, Your Honor. My wife and I retired  
24 and I'm a disabled veteran and we just want to live in a  
25 residential neighborhood. And for the last five years this

1 anything about lack of good faith. It was clear in my filing  
2 that I was suing for failure to uphold Section 830, which is  
3 good faith and I explained what good faith was. They seem to  
4 apply and continue to apply, it's just some ambiguous term that  
5 means one thing to me, different than it means to them. But  
6 it's a legal term, it is not lack of good faith that I'm suing  
7 for and the reason why they quoted lack of good faith, I think,  
8 was just to distract from having to reply to the requirement  
9 for good faith. And the examples in the suit that I gave that  
10 they didn't use good faith. And I had several of them in there  
11 but they say -- they're in construingly the lack of good faith  
12 wherever they got to mean a breach of the implied covenant of  
13 good faith. And so, you know they don't accept anything about  
14 good faith. And that's another quote. They're just  
15 deflecting, I think that's fraudulent. And another thing on  
16 page four about in the middle or well, number one. Well, in the  
17 middle. Well, number one. The plaintiff's first, and second,  
18 and third causes of action are necessarily intertwined as they  
19 arise from the plaintiff's dispute with the association  
20 concerning the plaintiff's neighbor was in violation of the  
21 association's covenants by operating a construction company  
22 from his home. Your Honor, in that packet I never once  
23 complained to the association about my neighbor. They're  
24 bringing that up throughout this motion to dismiss about  
25 constant complaints about my neighbor, I never once complained

1 president. He is the President Association, he is responsible  
2 for managing, you know, all the affairs of the plantation. So  
3 he is just the recipient of somebody I had to send it to, the  
4 recipient of the lawsuit in order to manage it, give it to the  
5 lawyer or whatever they do with it. So -- and he spent several  
6 paragraphs trying to make me understand why it was wrong for me  
7 to sue him individually. I'm not suing him individually. The  
8 board acts as a whole so it's the entire board are the once  
9 that -- I'm not suing him individually, Your Honor. So I feel  
10 that that's a -- I feel that's an intentional, I don't see how  
11 they could have accidentally done that. And another thing on  
12 page three --

13 THE COURT: Mr. Steiner, are you talking because I  
14 can't hear you?

15 MR. STEINER: Yes, sir.

16 THE COURT: Okay. I couldn't hear you. I heard on  
17 page three and then I didn't hear anything after that.

18 MR. STEINER: I'm on page three.

19 THE COURT: Okay.

20 MR. STEINER: Number one is when I referred to a  
21 while ago about the acts of omissions that occurred more than  
22 three years ago. But right now, I'm talking about number three  
23 on page three. South Carolina law does not recognize a  
24 separate cause of action for "lack of good faith". I never  
25 used -- I don't know where that quote came from. I never said

1 about my neighbor. My only complaint was through the  
2 association for not enforcing the covenants but that they  
3 continue there as can be gleaned from the plaintiff's  
4 complaint. The plaintiff contacted the association on numerous  
5 occasions, including dozens of letter raising questions and  
6 that his neighbor had been operating Live Oak Excavation  
7 Company from his home on Live Oak Lane. There's another quote  
8 that is fraudulent, Your Honor. I don't know where that quote  
9 -- dozens of letters came from. They extracted that from a  
10 letter to Judge Crosby that I wrote that said I have dozens of  
11 unanswered letters and I'm sending you several of them to  
12 answer for the \$1,500 fee that you got to settle my concerns.  
13 But this is a fraudulent statement and entry and reason to  
14 dismiss. I've got a little bit more, Your Honor, not too much.

15 MR. STEINER: On page two. At the first paragraph  
16 they mentioned several times about a binding -- a mandated  
17 binding mediation settlement. They don't acknowledge what the  
18 settlement was, what they were supposed to do. It's the first  
19 entry in my packet in which the board reported they reached the  
20 settlement and what they had to do. But in response in this  
21 motion to dismiss, they don't seems like they'd want to impress  
22 upon the Court the steps they went to and to the training they  
23 took to make sure everybody on the board was aware of the  
24 procedures to follow. First of all, aware of what the  
25 covenants and state law is required of them and it seems like

1 they don't even acknowledge they have a responsibility to  
2 follow the laws in the covenants. In one of the things I  
3 listed as a legal resource to my suit was the article by Womble  
4 Bond Dickinson on the liability for not for profit  
5 organizations. And it went through the responsibility of board  
6 members, even nonprofit board members, even recognizing that  
7 you're not trained or experienced or up on the law. It you  
8 still have a responsibility to know how far you can go and  
9 particularly act in good faith. And I spelled out exactly what  
10 the law says is meant by good faith. And I showed examples in  
11 my suit in the packet where they didn't act in good faith. And  
12 even further than that intentional acting in contribution of  
13 the law Section 202. So they replied that by saying -- they  
14 used the business judgment rule, Your Honor. And that they  
15 explained to me, you know, why they did it and they explained  
16 why it was justified and that's their prerogative using the  
17 Business Judgment rule. You know, I just don't understand why  
18 I feel that the business judgment rule is to get out of jail  
19 free card because it's not. And in the article explaining  
20 their duties, the Bond Womble Dickinson article explained their  
21 duties, it also explains where the business judgment rule falls  
22 in their activities. Let me get some water just a minute but  
23 they didn't read it. However, they did in the motion to  
24 dismiss mentioned the case Fisher v. Shipyard Village to  
25 justify their action. But I'll just read a little bit about

1 what Shipyard Village case in South Carolina --

2 THE COURT: I can read the case, I don't need you to  
3 read the case to me but I do have a question for you, Mr.  
4 Steiner.

5 MR. STEINER: Yes, sir.

6 THE COURT: It appears that everything other than one  
7 letter, there's one letter that you mentioned in your complaint  
8 to Joe Crosby, but it appears everything else would be outside  
9 of the statute of limitations. You have one letter from June  
10 of 2020 that would be in the statute of limitations. But I'm  
11 just having a hard time finding things that would -- I mean,  
12 what you're telling me is things from 2019, 2018 and 2017.

13 MR. STEINER: Well, Your Honor, as I said the company  
14 is continuing to operate

15 THE COURT: What company is it that you're telling me  
16 you're -- is continuing to operate?

17 MR. STEINER: Live Oak Excavation Company?

18 THE COURT: Are they a party to this?

19 MR. STEINER: No.

20 THE COURT: All right.

21 MR. STEINER: I haven't complained. They're not the  
22 ones -- they may be violating the covenants but I'm not suing  
23 them for -- I'm suing the board for allowing them to violate  
24 the covenants. The company is almost an arm of the board. The  
25 way it's operated there's almost every meeting they get a bid

1 but let me go back to the statute of limitations, Your Honor.  
2 It has not ceased. So even if I had not file -- well, if --  
3 what this amounts to if the statute of limitations expire is a  
4 -- like when you put up a fence and after 10 years it becomes  
5 your property. What do you call that? Adverse --

6 THE COURT: Adverse possession.

7 MR. STEINER: Adverse possession. Well, they're  
8 asking for adverse possession on this company because it's  
9 operated in this case three years not -- its operated three  
10 years. So therefore it can exist in perpetuity, because I  
11 didn't complain in the first three years.

12 THE COURT: And Mr. Steiner, I -- and I apologize but  
13 I'm having a very hard time understanding what your argument is  
14 because it appears that you're arguing about decisions that  
15 were made about the Board of Trustees, but you keep going back  
16 to a non-named party that is a company that you stay is still  
17 in existence, but they're not a party to this action. So I  
18 can't necessarily take into account anything that company has  
19 done because they're not a party.

20 MR. STEINER: I don't necessarily see why that is  
21 necessary. You have evidence of the company, you have the  
22 pictures, you have the minutes of the meetings where the board  
23 awards them contracts over the last five years.

24 THE COURT: And again, the statute of limitations is  
25 three years. And the -- what you've -- what you have cited in

1 your complaint are board meetings from 2019. And this  
2 complaint was filed, I believe in May of 2023, which would be  
3 outside the statute of limitations. That -- you know, I don't  
4 make that rule, the legislature does. You have a three year  
5 statute of limitations. Now, the stuff outside of that three  
6 years can be used as evidence but your cause of action is  
7 specifically talking about a letter that Mr. Crosby sent you  
8 September 30th, 2019. And you have in here another letter,  
9 January 26th, 2020 and March, 2020 board minutes, all of which  
10 would be outside of the statute of limitations for May of 2023.

11 MR. STEINER: Well, I filed suit on this case in  
12 2021, Your Honor, and it was dismissed without prejudice. I  
13 got a lawyer in order to help refile the case and this is the  
14 refiling of the case that was dismissed without prejudice in  
15 '21.

16 THE COURT: But that doesn't necessarily tell the  
17 statute of limitations. Who is the attorney that helped you  
18 with this?

19 MR. STEINER: The Nation's Law Firm, Eric Armstrong.

20 THE COURT: And is he still helping you with this?

21 MR. STEINER: No, he's not. I haven't heard from  
22 him. The last bill I got I sent him a payment and requested  
23 copies of some emails that I was billed for. One of them or  
24 two of them actually were to Judge Crosby. So he bill --  
25 billed me for emails to Judge Crosby. I wanted to see them. I

1 together.

2 THE COURT: And Mr. Steiner, just so you know and you  
3 have here that there's some violation of a mediation agreement.  
4 Mr. Thrift, were you a part of that mediation agreement?

5 MR. THRIFT: No, Your Honor. That was part of the  
6 2017 case. Fred Oliver at the time when he was at  
7 [indiscernible] represented the board and they mediated it and  
8 settled it. And I believe what Mr. Steiner's referencing is  
9 one of the terms in that and the actual settlement agreement is  
10 not part of the complaint. So I don't want to get too far  
11 outside of that but just for context the board essentially  
12 said, we'll obey the covenants and restrictions and enforce  
13 them.

14 THE COURT: Got you. Well -- and you know, Mr.  
15 Steiner in that regard and I'm not trying to tell you what to  
16 do, but the way that you've approached that in this complaint  
17 is not the way that you do that if you're trying to enforce a  
18 previous settlement with the Court. You know, you have filed  
19 this as a complaint, as a cause of action, rather than what  
20 would basically be a rule to show cause from a prior action.  
21 Mr. Steiner, based on what I see, it does appear that all of  
22 this stuff is outside of the statute of limitations. I do want  
23 to -- you know, let you know that things that happen in the  
24 future, this does not bar that but it does bar things that are  
25 outside of the statute of limitations.

1 paid for them, they were in order to help my case. So he -- I  
2 haven't heard from him since.

3 THE COURT: Well, you know, the reason I ask that is  
4 he is not the person who filed this you are.

5 MR. STEINER: Right.

6 THE COURT: So at no point has he been the attorney  
7 of record on this case that I'm aware of.

8 MR. STEINER: Yes. I think he may have been the  
9 attorney of record when the motion was dismissed without  
10 prejudice

11 THE COURT: Back in 2021?

12 MR. STEINER: Yes, sir.

13 MR. THRIFT: Your Honor, if I can add context there.

14 THE COURT: Please do.

15 MR. THRIFT: Mr. Snyder filed a substantially similar  
16 lawsuit in 2021, but one of the claims he had put in and I  
17 agreed back then that the statute didn't bar the case two years  
18 ago. So we filed a partial motion to dismiss, one of his  
19 causes of action was for First Amendment violation. Mr.  
20 Armstrong called me, we talked about it. The case was  
21 dismissed without prejudice in hopes that the board and Steiner  
22 would work it out organically. When I got this lawsuit across  
23 my desk a couple months ago, I called Eric. That was the first  
24 thing I did and he told me that he does not represent Mr.  
25 Steiner anymore that they had terminated their relationship

1 MR. STEINER: So -- excuse me.

2 THE COURT: Yes, sir.

3 MR. STEINER: So, Your Honor, if the Live Oak  
4 Excavation Company is continuing to operate now then you think  
5 it would appropriate --

6 THE COURT: Mr. Steiners, they're not a party to this  
7 action. You did not include them as a party, I can't even take  
8 that into consideration in this matter because you -- they are  
9 not a named party.

10 MR. STEINER: So I cannot sue the board for allowing  
11 a company to operate in the residential neighborhood that I pay  
12 to live in a residential neighborhood but it's not?

13 THE COURT: Mr. Steiner looking at the four corners  
14 of your complaint.

15 MR. STEINER: Yes.

16 THE COURT: It appears what you are saying is that  
17 they are bidding on projects that are taking place in your  
18 neighborhood, and that the board is approving those.

19 MR. STEINER: Well, I have no problem with that.  
20 With their -- doing projects in the neighborhood and taking  
21 bids from the board, I have no problem with that. My problem  
22 is that I have a full blown company storage area. I mean, you  
23 see the pictures. Flatbed, trailers and equipment and  
24 supplies, piles of supplies and trucks with four wheels on the  
25 rear axle and no cab -- I mean no bed. Just a truck with a

1 cab, four wheels, no bed, flat wheel, flatbed trailers, several  
2 flatbed trailers, several trucks and that's the problem it's  
3 not a residential neighborhood.

4 THE COURT: Well -- and I'm still, again, judging  
5 from your complaint, it is extremely hard to understand that  
6 that's what you're saying. The way that you've drafted the  
7 complaint is against the board member or the president and then  
8 the HOA board. You haven't named whoever owns this company,  
9 you know, that they've created some kind of nuisance or  
10 anything like that. And then the board minutes that you've  
11 quoted are outside of the statute of limitations.

12 MR. STEINER: Well, I just sued the association, I  
13 didn't sue the president.

14 THE COURT: No, you've named the president.

15 MR. STEINER: He -- I didn't say and Johnathan, I  
16 didn't say and, I said, Johnathan. Just -- he's in charge of  
17 handling the affairs. It was just somebody I had to mail it  
18 to, that's all his name meant. The first time I sued in '17, I  
19 sued the board member and was told, well, that's not legitimate  
20 you can't do that. But I knew that because the board acts as a  
21 whole, the only reason I listed his name the first time and  
22 sued him individually is because he acted outside the authority  
23 of the board. He put the fence in without approval of the  
24 board. He personally sent me the email saying that I was  
25 infringing. I did -- my document didn't comply. I had

1 violated this and that, so I did sue him individually. They  
2 said no so I had to refile it, you know, and that's when we  
3 reached the settlement. But this time I didn't sue -- I'm not  
4 suing the president this time. I just sent it to him to handle  
5 which that's part of his duties. And as far as the three rule  
6 -- three year statute of limitations. I know there's some  
7 flexibility in that and particularly due to Covid, Eric  
8 Armstrong had Covid during that period. I would ask the Court  
9 to give me flexibility due to Covid.

10 THE COURT: But Mr. Armstrong does not represent you  
11 in this matter?

12 MR. STEINER: He was representing me and he had  
13 Covid.

14 THE COURT: But it's my understanding he represented  
15 you in 2021 not in 2023?

16 MR. STEINER: He quit about December '22. Yes, sir.

17 THE COURT: Well -- and again, it wasn't filed then,  
18 correct?

19 MR. STEINER: I'm sorry?

20 THE COURT: It was filed in May of '23?

21 MR. STEINER: Yeah, I filed it in '23.

22 THE COURT: Mr. Thrift, anything else on your behalf?

23 MR. THRIFT: No, Your Honor. I would just assert  
24 that this is a statute of limitations case and there's no  
25 continuing breach theory.

1 THE COURT: Mr. Thrift, I agree with you on that.  
2 I'll grant your motion.

3 MR. THRIFT: Judge, I'm sorry. I believe you cut  
4 out.

5 THE COURT: I said Mr. Thrift, I agree that this is a  
6 statute of limitation issue and the Courts have continuously  
7 said there is no such thing as a continuous breach. So with  
8 that, I am going to grant your motion.

9 MR. THRIFT: Thank you, judge. Would you like me to  
10 prepare an order or do you want to do form four?

11 THE COURT: If you'll prepare an order.

12 MR. THRIFT: Thank you, judge. I'll have that  
13 submitted.

14 THE COURT: Thank you. Thank you, Mr. Steiner.

15 MR. STEINER: Thank you, judge.

16 [End of hearing]

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# **EXHIBIT 4**

## **REASONS FOR MOTION TO DISMISS**

RE: CASE NO. 2023-CP-22-00410

Motion to appeal.

The Court rejected my testimony and evidence that Live Oak Excavation Company has been in operation from the time of my first complaint to the present time. Defendants argued "The Plaintiff's claims arise from acts or omissions that occurred (past tense) more than three years ago..." The Court states that the operation of this company in Wedgefield's restricted area consist of "a series of events". By not recognizing this continuous violation, the Court interprets this as "a continuing breach theory that would operate to save a party who pleads a series of events linking a time barred act that is within the limitations period." Also, "South Carolina does not recognize a continual breach theory..." The Court somehow decided to include all of the other infractions of the policy manual, by-laws, covenants, an State Laws shown in my complaint, also barred.

The Court made no comment and took no action on my objections to fraud in the defendant's motion to dismiss:

1. Defendants changed the suit from Steiner v Wedgefield Plantation Association, Johnathan Rutstein, President to Steiner v Wedgefield Plantation Association, **and** Johnathan Rutstein, President.
2. "...the plaintiff contacted the association on numerous occasions, including "dozens of letters" raising concerns that his neighbor had been operation Live Oak Construction Company from his home on Live Oak Lane." I told the Judge this was a fabricated quote and I never complained to the Association about my neighbor.
3. Defendants change my third cause of action from failure to abide by sections 830 and 834. to "lack of good faith" , which they interpret as "breach of the implied contract of good faith."

These examples show a pattern of modifying my complaint to ones that they can easily refute. As a result, they were exempted from responding to the complaint.

They claimed : "...the Association has responded to his complaints with its interpretation of the covenants. Simply put, the Association the Association is merely not enforcing the covenants in accordncs with the Plaintiff's liking...the Association's actions are protected by the business judgment rule," When I asked Judge Hyman if they could use the business judgment rule as a get out of jail free card, he had no answer. So, I said "here is what te Supreme Court said in Fisher v Shipyard Village." He refused my request to enter it into the record. "The business judgment rule should only apply when the board acts within its authority, without corrupt motives, and in good faith."

Concluding the hearing, Judge Hyman advised me that I had sued the wrong party. I should have sued the resident in violation of the covenants. One of the many directives that place enforcement on the board is Policy Manual V, Code of Ethics: "Directors will act with scrupulous good faith and candor. They will avoid even the perception of conflicts of interests, favotitism, and acting in self interests. Directors will uphold and safeguard the by-laws, conditions, restrictions, and policies regarding Wedgefield Plantation." This is why we pay dues in order to live in a residential area.

These are a few reasons that I wish to appeal this decision, so that it can be viewed by eyes outside of the 15 circuit.

Thank you,

# **EXHIBIT 5**

**CIVIL ACTION 2023-CP-22-00410  
WILLIAM STEINER VS WEDGEFIELD PLANTATION,  
JOHNATHAN RUTSTEIN, PRESIDENT**

STATE OF SOUTH CAROLINA

COUNTY OF Georgetown

William Steiner

Plaintiff(s)

vs.

Wedgfield Plantation Association, Johnathan Rutstein,  
President

Defendant(s)

Submitted By: William Steiner

Address: 180 Live Oak Lane Georgetown, SC 29440

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2023 -CP - 22 - 00410

SC Bar #: \_\_\_\_\_

Telephone #: 843 546 6143

Fax #: \_\_\_\_\_

Other: \_\_\_\_\_

E-mail: billsteiner28@hotmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.  NON-JURY TRIAL demanded in complaint
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- |  |   |  |  |
|--|---|--|--|
| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructions (100)</li> <li><input type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> General (130)</li> <li><input checked="" type="checkbox"/> Breach of Contract (140)</li> <li><input type="checkbox"/> Fraud/Bad Faith (150)</li> <li><input type="checkbox"/> Failure to Deliver/Warranty (160)</li> <li><input type="checkbox"/> Employment Discrim (170)</li> <li><input type="checkbox"/> Employment (180)</li> <li><input type="checkbox"/> Other (199) _____</li> </ul> <p><b>Inmate Petitions</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599) _____</li> </ul> <p><b>Special/Complex /Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Environmental (600)</li> <li><input type="checkbox"/> Automobile Arb. (610)</li> <li><input type="checkbox"/> Medical (620)</li> <li><input type="checkbox"/> Other (699) _____</li> <li><input type="checkbox"/> Sexual Predator (510)</li> <li><input type="checkbox"/> Permanent Restraining Order (680)</li> <li><input type="checkbox"/> Interpleader (690)</li> </ul> | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li>Previous Notice of Intent Case # <u>20 -NI-</u></li> <li><input type="checkbox"/> Notice/ File Med Mal (230)</li> <li><input type="checkbox"/> Other (299) _____</li> </ul> <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reinstate Drv. License (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture-Petition (840)</li> <li><input type="checkbox"/> Forfeiture-Consent Order (850)</li> <li><input type="checkbox"/> Other (899) _____</li> </ul> | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Conversion (310)</li> <li><input type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Personal Injury (350)</li> <li><input type="checkbox"/> Wrongful Death (360)</li> <li><input type="checkbox"/> Assault/Battery (370)</li> <li><input type="checkbox"/> Slander/Libel (380)</li> <li><input type="checkbox"/> Other (399) _____</li> </ul> <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)</li> <li><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)</li> <li><input type="checkbox"/> Confession of Judgment (770)</li> <li><input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)</li> <li><input type="checkbox"/> Incapacitated Adult Settlement (790)</li> <li><input type="checkbox"/> Other (799) _____</li> </ul> | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Building Code Violation (460)</li> <li><input type="checkbox"/> Other (499) _____</li> </ul> <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCDOT (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Public Service Comm. (990)</li> <li><input type="checkbox"/> Employment Security Comm (991)</li> <li><input type="checkbox"/> Other (999)</li> </ul> |
|--|---|--|--|

Submitting Party Signature: \_\_\_\_\_

Date: \_\_\_\_\_

2023 MAY 22 AM 10:58  
CLERK OF COURT  
ALMA WHITE  
CLERK OF COURT  
GEOURGETOWN COUNTY

**Note:** Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

**Effective January 1, 2016,** Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

**SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.**

**Pursuant to the ADR Rules, you are required to take the following action(s):**

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210<sup>th</sup> day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR under ADR Rule 3(b) upon the following grounds:
  - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
  - b. Requests for temporary relief;
  - c. Appeals;
  - d. Post Conviction relief matters;
  - e. Contempt of Court proceedings;
  - f. Forfeiture proceedings brought by governmental entities;
  - g. Mortgage foreclosures; and
  - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. Cases may also be exempt from ADR under ADR Rule 3(c) upon motion to and approval by the court.
6. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
7. Application of a party to be exempt from payment of neutral fees due to indigency should be filed with the Clerk of Court prior to the scheduling of the ADR conference.

**Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA, )  
 )  
COUNTY OF GEORGETOWN )  
 )  
WILLIAM STEINER )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Wedgfield Plantation Association, )  
Johnathan Rutstein, President )  
 )  
Defendant. )

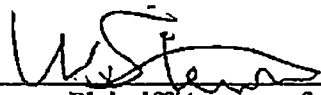
IN THE COURT OF COMMON PLEAS

SUMMONS  
2023-CP-22-00410  
FILE NO.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Georgetown, South Carolina

  
\_\_\_\_\_  
Plaintiff/Attorney for Plaintiff

Dated:

Address: 180 Live Oak Lane  
Georgetown, SC 29440

843 546-6143

ALMA Y. WHITE  
CLERK OF COURT  
2023 MAY 22 AM 10:53  
GEORGETOWN COUNTY SC

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
COUNTY OF GEORGETOWN ) 15<sup>th</sup> JUDICIAL CIRCUIT  
) CASE NO. 2023-CP-22-00410  
William Steiner )  
) )  
Plaintiff )  
) )  
vs ) COMPLAINT  
) )  
Wedgefield Plantation Association, )  
Johnathan Rutstein, President )

ALMA Y. WHITE  
CLERK OF COURT  
2023 MAY 22 AM 10:53  
GEORGETOWN COUNTY, SC

**VENUE AND JURISDICTION**

1. Plaintiff is a resident of Georgetown County SC, with his house located in Wedgefield Plantation.
2. Plaintiff currently, and for the last thirty one years, has resided in this home in Georgetown, SC.
3. The Wedgefield Policy Manual contains mandatory rules, by-laws, covenants, conditions, restrictions, and policies that the members must agree to and that the Wedgefield Plantation Association agrees to enforce.
4. Wedgefield Plantation is a nonprofit corporation with its Articles of Incorporation filed in South Carolina. Defendants are subject to South Carolina laws on corporate governance under Title 33, Chapter 31, of the South Carolina Code or Laws.
5. Venue is proper pursuant to SC Code 15-71-30 as Wedgefield Plantation operates in Georgetown County and the violations set forth herein occurred in Georgetown County.

## NATURE OF THE ACTION

This is a breach of contract case in which defendants, in four causes of action, failed to abide by the laws of the South Carolina Nonprofit Corporation Act and the rules, policies, and covenants of Wedgefield Plantation. Plaintiff Steiner alleges defendant WPA as follows:

## LEGAL BASIS OF ACTION

1. South Carolina Code of Laws, Title 33 Chapter 31 - South Carolina Nonprofit Corporation Act.
2. Wedgefield Plantation Association's by-laws, covenants, and policy manual.
3. A Court mandated, binding mediation settlement (2017 CP 22-00563).
4. Rule 407 - South Carolina Rules for Professional Conduct
5. Other relevant documents.
  - a. Minutes of Board meetings
  - b. Letters and emails exchanged between parties
  - c. Wedgefield HOA homepage, with instructions on Managing your property
  - d. Liability for Directors of Nonprofit Corporations, by Womble, Bond, Dickinson
  - e. Photographs

## FOR THE FIRST CAUSE OF ACTION

(Violating a Court mandated binding mediation settlement)

1. In a previous lawsuit (2017 CP 22-00563), brought for failure to abide by State Laws regarding non-profit organizations, and HOA rules and covenants, defendants agreed, in a Court mandated mediation binding arbitration settlement, to apologize and to put in place procedures to insure all Board members were trained in the provisions of the HOA's rules and covenants and State Laws regarding nonprofit organizations, in order to prevent a re-occurrence of these violations. Instead, they knowingly, willfully, and recklessly, ignored this duty to perform. After being given a generous offer the first time, and not being able to abide by the Court mandated mediation settlement, I ask the Court to not give them a second bite of the mediation apple for the same violations (failure to enforce the HOA's policies and State Laws mandated in 33-31, as shown in actions two through four, as follows):

## **FOR THE SECOND CAUSE OF ACTION**

(Terminating my rights as a member)

On September 30, 2019, Judge Crosby sent me a letter stating that as a result of my dissatisfaction with the Board's responses to my letters (including the ones they failed to answer), I was forbidden to have any communication directly with the Board. Judge Crosby cited no violation by me of any covenant, rule, or law. Neither did he cite a single HOA provision, State law, Federal law, or case law giving him this authority. This action violated my rights as a member under the By-Laws, Article IV – MEMBERSHIP, Sections 1 and 2. Although there is only one class of membership, that membership, and all the rights entailed, are appurtenant to, and may not be separated from membership. Nowhere in the By-Laws, Article V Section 5 is there a provision for penalties other than for violations of the By-Laws, covenants, conditions, and restrictions. Judge Crosby failed to abide by these rules that give and protect my rights. In taking this extreme sanction, he failed to consider a more reasonable (and legal) approach (S. C. App. Ct. Rule 402-1.2). This action was done knowingly and intentionally, and with malice and discrimination. Section 33-31-202, states that "no director is personally liable ... except for acts not in good faith or intentional misconduct, or knowing violation of the laws." As a lawyer, acting on behalf of the Board, this action of willful disregard of the law exceeds negligence, gross negligence, and willful and wanton conduct, and violates my rights as a member as well as the duty of care required by Section 202.

In my reply to Judge Crosby, I sent one of dozens of unanswered letters for him to respond to, as he had agreed to for the \$1,500 fee. After two weeks, he had not responded or acknowledged receipt as required by Board policy. When I inquired if he needed more time, he replied, "I have already responded. I do not intend to reply again." I replied with, "I'm sorry, I missed your response. Could you send me a copy?" He never replied, violating Board policy again. I sent several more letters (ie 11/23/19) that he did not respond to. Judge Crosby has made his position clear: He does not recognize my right as a member to question the Board about their enforcement of the fifth covenant or on any other issue, and he supports and endorses the right of the Board to ignore any legitimate communication by me.

On January 22, 2020, Judge Crosby sent me a letter disputing my claim that he was violating my rights as a member. He claimed that the reason I was forbidden to have any communication with the Board was because of the "harassing nature" of my communications. He gave no examples, but he supported the Board's harassment of me by claiming my dock was not in compliance, that I had violated the 50% rule, and other false charges. Judge Crosby could have explained why his client's failure to answer my letters, or to falsely claim that I was complaining about a truck, was in good faith. Instead, he concocted a bizarre definition of good faith that, in itself, constitutes a

violation of Section 830. He concluded by saying that this was the **only** right that I was forbidden. He said that I could "...run for office, participate on committees, and every other right as member." Judge Crosby did not explain how he managed to deny this one right by circumventing my membership rights under the By-Laws: "Membership shall be appurtenant to and may not be separated from ownership of any lot or condominium apartment which is subject to assessment." He did not explain how I was supposed to do any of these political actions to correct the illegal acts while forbidden any communication with the Board. Judge Crosby's obfuscation with the use of the term "good faith" and attempt to explain it as a political problem that I have, is in itself, a violation of the duty of care required by Section 830. These violations do not require a political solution. Violations of law require a legal solution.

In the March, 2020 Board minutes, there is a report of a "...March 2<sup>nd</sup> meeting we had [that] we approved the contract for Live Oak [Excavation Company] to do repairs on the bulkhead for \$35,750..." In a different report, there is another mention of the March 2<sup>nd</sup> meeting where an additional \$19,796.48 was approved to add to a previous contract. I can find no record of this meeting of March 2. I have several questions concerning these contracts, but I am not allowed to ask. Judge Crosby has determined these questions would be harassment. According to Judge Crosby, my letter would consist of demands or assertions that are simply wrong. Such a letter, with legitimate questions, could be left unanswered, called a complaint about a truck, or called incoherent ramblings, all actions by the Board that have been condoned by Judge Crosby. Judge Crosby's continuous support and participation in these actions constitute violation of Rule 413-7a1, as it applies to Rule 407-1.2d: "A lawyer shall not...assist a client, in conduct that the lawyer knows is fraudulent..." There has never been a request by Judge Crosby, or any Board member, for me to clarify any statement that I have made.

**FOR THE THE THIRD CAUSE OF ACTION**  
(Violations of State Laws 33-31- 830, and 834)

The standard duty of care required by Section 830 is good faith. The parameters of good faith are, 1. action that an ordinary prudent person in a like position in similar circumstances would take, and 2. in a manner the director believes is in the best interests of the organization. Directors who breach this duty of care can lose their indemnification, therefore risk losing their personal assets. The prudent director would not think it was in the best interest of the organization to intentionally fail to enforce the covenants, policies, or State Laws governing their organization that they swore an oath to abide by.

In answer to my letter (June 11, 2020), complaining about Live Oak Excavation Company operating on Live Oak Lane, a residential street that I live on,

defendants answered on June 12. In their letter, they stated that I had complained about a truck and a sign. I had made no mention of a sign or a truck. Other misrepresentations are: "His truck is a Ford F – 350, a fairly common vehicle", and "He is merely parking it on his property, the same as we all do." Referring to his trucks as a singular truck is another intentional misrepresentation used to avoid the undeniable deviation from the rules and covenants that protect our residential area. He maintains two trucks in the depot. These trucks are not common, fairly or by any other descriptive adjective. Not only is an F – 350 in itself uncommon in a residential neighborhood, but these trucks have four large wheels on their rear axles of their cabs, and the flatbed trailers that they tow have four large wheels on their rear axles. They are used to haul extremely heavy loads, especially for off road, commercial/industrial construction. Also, they are not being parked "the same as we all do". At least one is parked in the yard, with the rest of the equipment and supply depot utilized by this company, not in the driveway or garage, in order "to maintain the minimum standards" stated in the HOA website home page that address this issue, as well as Policy Manual Appendix III-4(2), covenants 5, 6, and 7, and others. Other misrepresentations are mentioned in my reply on June 17, 2020. The HOA refused to reply to this letter, a violation of Policy Manual Section XII(4), but referred to my complaint the June, 2020 minutes as "A complaint about someone parking a commercial vehicle at a home." They did not respond to my reply on June 17, but fraudulently reported it again, in the August meeting, as a complaint about a truck and a sign. The sign they refer to (LIVE OAK EXCAVATION), is posted on the cab of one of the trucks maintained on this property. This commercial sign, that they seem proud to defend, is in violation of Policy Manual Section V, 1.02 and 1.06.01. These are a few examples of conduct that meets or exceeds Section 830 violations by this HOA Board.

Section 834 provides immunity to directors except when the conduct amounts to gross negligence or willful or wanton conduct. A director who intentionally reports false information to the membership, or who willfully disregards or intentionally neglects to perform their duties would breach the duty of care required by 834.

On December 2, 2021, I sent a letter to the new board. It was not answered, violating Policy Manual Section XII (4): (a thirty day deadline to respond), Policy Manual Appendix IV – Code of Ethics (directors will uphold the policies), Policy Manual 2.01, and others. At the following board meeting, this letter was reported to the members as an "email concerning policy manual number 5 concerning business vehicles." This intentional neglect and deception easily breaches the duty of care required by 834.

From the October, 2019 HOA meeting:

“Larry McMillin asked Bob Garrison who would be responsible for the bill concerning the resident who has been directed by our Attorney for his questions? Bob Garrison says the attorney has been informed to send the bill to the resident. He is sending the bill to the resident letting him know this.” This kind of deceitful statement, unfortunately, is frequent and comes easily, with the knowledge that there will be no consequences. One board member’s concern with the misuse of \$1500 has been taken care of. This conduct violates the duty of care protection given by both 830 and 834.

Bids were accepted for Live Oak Excavation on 1/21 for \$5,793 and on 2/21 for \$10,650. Both of these contracts were issued without asking for three bids, or explaining why it was not practical to do so, as required by Policy Manual II, Section 11.03. Neither of these contracts conformed to the requirements of Section 11.04.01(c): “The measurable results from the work.” Bids were accepted for the spoils site project on 1/18. Live Oak Excavation submitted the low bid of \$25,000, well below the next lowest of \$48,034. but none of the bids were accepted. Four months later, in the May meeting, the board awarded a “bid” of \$43,000 to Live Oak Excavation. This is just one of numerous examples of Live Oak Excavation Company being given preferential treatment, in many cases, giving it the appearance of an extension of the Board. Another example is the June, 2019 Board minutes: A resident “...said that craigslist has an ad up for pipe that came up from dredging and wanted to know if that money was going into the canal reserves. [A Board member] said the dredging company gave this to [Live Oak Excavation] and it was his to do as he pleased.” These are violations of Policy Manual IV - Code of Ethics, at a minimum. That it may involve an infraction of Section 831 is beyond the causes of action in this suit, but it deserves further investigation. The presence of this company operating on Live Oak Lane changes the residential characteristics of the neighborhood, is a constant annoyance, and impacts on the quality of life, as well as the value of property of the residents. There has never been an attempt of the Board to enforce the fifth, sixth, seventh, or seventeenth covenants, Policy Manual Appendix IV, or any other HOA rule, or to give an explanation why.

### **FOR THE FOURTH CAUSE OF ACTION**

(Breach of contract)

Violation by the Board of Wedgefield Plantation of any of the first three causes of action constitute a breach of contract.

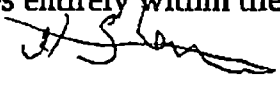
Under the 25<sup>th</sup> covenant, defendants have the right to enforce compliance in the event of

a violation of the covenants, restrictions and limitations. Article V, Section 5 of the By-Laws allows directors to set remedies for violations, including reasonable attorneys fees. Policy Manual Section 1, 2.01 states: "The WPA board is responsible for adherence to the covenants in order to protect and enhance the quality of life and the value of the homes of Wedgefield resident." Conversely, a failure to enforce the covenants detracts from the quality of life and the value of the homes. Members pay yearly membership dues to the HOA in order to receive these protections, as explained in the HOA home page. While the board warns the members "...to make sure your property meets, at a minimum, the rules that are in the HOA covenants and by-laws", they have not provided me with the protection of enforcement (as shown by these causes of action) that my dues paid for, and that they are required to provide. Further, I was denied my right as a member to have any communication with the Board.

Whereas, having fully set forth my complaint, Plaintiff requests that the Court award all available relief including the following:

1. A return of dues paid for the period 2018 through the present.
2. Reasonable attorney's fees.
3. \$16,000 for discrimination.
4. Treble damages due to fraud and malice.
5. The violations that I have documented are persistent, intentional, flagrant, and consequential in nature. They represent just the tip of the visible iceberg. An award in my favor will not change the ingrained arrogance of this dysfunctional Board's defiance of their legal duty to perform, as demonstrated by their actions, showing that they are immune from having to conform to State Law. I ask the Court to invoke the provisions of 33-31-1432(a), by appointing the Secretary of State as receiver in order to make the necessary corrections to these, and possibly other, serious violations. If the Court is unable to allow me to present this evidence and to examine the defendants under oath, or is for any reason, not be able to adjudicate this case in a fair, impartial and unbiased manner, because the HOA is represented by Judge Crosby, I will withdraw this complaint until after the Secretary of State's designated receiver completes the receivership and is able to make the necessary changes in policies, procedures, and personnel, in order to insure that this HOA operates entirely within the parameters of South Carolina law.

Plaintiff  
May 11, 2023

  
William Steiner  
pro se  
180 Live Oak Lane  
Georgetown, SC 29440

# **EXHIBIT 6**

**BOARD MEETING MINUTES AND LETTERS TO THE  
HOA AND THEIR ATTORNEY**

### Committee Reports

ARC- Bob McMahan reports, There are 13 ongoing ARC projects. There have been 6 new permits approved since the last meeting. 1 for a new home, 1 for landscaping and bulk head, 1 for solar panels, 1 for re-roof and domer, 1 for lot clearing, and 1 for tree removal.

Legal- Bob Garrison reports, Last month I reported about the lawsuit being resolved. We agreed to update the policy manual for the retention records on the ARC policy, which we are having the second reading on tonight. He requested mediation and we offered mediation. The suit was resolved without expending any money. We did not get a bill for insurance and our rate has not increased. We have made sure all of our Board members are acquainted with the Policy Manual. We have also talked about the misunderstanding and made an apology. All the requirements pursuant to the settlement agreement have been met.

Finance- Covered in Treasurer's Report.

Communications- Steve Vasey reports, The minutes should have read May 4<sup>th</sup> for the Annual Yard Sale.

Community Liaison- Adam Anderson reports, We have received a follow up letter on the illegal greenhouse in the condos, that is being handled by the WVA, a letter addressing kids that are trespassing on a vacant wooded lot near Goulet Court. A request was made to place something in the Wragg about trespassing. The resident was advised to call the police if the kids return. A pothole on Swamp Fox. It was filled with cold patch. A letter about the lawsuit. A letter about drainage issues.

Welcome Committee- Butch Williams reports, Congratulations to the Welcome Committee for a job well done. They have raised \$860 for the directory.

Drainage- Al DeMarchi reports, Ballard road project is complete. Wragg's Ferry Road is complete. Wedgefield Village Road is complete. Francis Parker Road the 12<sup>th</sup> Green will be seeded and the golf course will install two additional posts and will have large rope strung across posts to prevent golf cart traffic from the roadway. Francis Parker Road and Joanna Gillard intersection is complete. Abandoned drain has been concreted close to prevent further erosion by the light pole. Drain across from 12<sup>th</sup> green has been repaired and sealed with concrete. Swale on the south side of Francis Parker is complete. No further work will be performed on Francis Parker Rd. The Large pipe under Wedgefield Road between Governor Johnson and John Green has not started. The large pipe at lot 204 on Wragg's Ferry road has not started. They are still waiting on custom drain box.

Water Amenities- John Walton reports, The dredging company still has equipment and is using the landing. It is essentially closed for insurance purposes. Signs will remain posted until dredging is complete and contractor has removed all equipment. It will only be locked if needed. Those possessing valid marina cards may use the landing at their own risk.

Please stay clear of any equipment located on the site. If any problems arise, we will be forced to keep the gate locked and no one will be able to use the boat ramp.

Landing Road- We have contacted J.C.'s Landscaping twice and not received a reply. We hope to have contact with him when he comes to do the Wedgefield Road drainage project he has been contracted to do.

Canal Committee- We are blessed to have a very good and hard-working committee dedicated to the success of the dredging project. Also, David Carter Dredging is very compatible to our needs and is working diligently to complete the project. The dredging is over  $\frac{3}{4}$  (three quarters)

2



JOE M. CROSBY  
EMAIL: jcrosby@crosbyfirm.com

CROSBY LAW FIRM, LLC  
405 DOZIER STREET  
GEORGETOWN, SOUTH CAROLINA 29440  
TEL: (843) 546-3103 FAX: (843) 546-0747

ELISH F. CROSBY  
EMAIL: ecrosby@crosbyfirm.com

September 30, 2019

Mr. Bill Steiner  
180 Live Oak Lane  
Georgetown, SC 29440

RE: Wedgefield Property Owner's Association

Dear Mr. Steiner:

I am writing this letter on behalf of Wedgefield Property Owner's Association. I have reviewed your letters mailed to various members of the Property Owners Association Board. I have reviewed some of your correspondence, but I do not understand your contention on some of the points raised by you.

First, I am sure you understand the issue of legal fees is between insurance carriers and various law firms employed by the carriers as a contractual matter between the attorney and the carrier. The WPOA is not privy to that information and has no role in the amount paid by the carrier. Although you seem determined to make some type of statement asserting the WPOA was forced to spend large sums of money as a result of your lawsuit, the WPOA does not have the information you are demanding.

Secondly, we have presented your request to the County regarding the stormwater fee. Based on the county attorney, your request is not allowable. Thank you for raising the point.

Finally, the POA has been responsive to your request but the responses clearly have not satisfied you. The POA has therefore directed any additional communications by you to be conducted through my office.

With kindest regards, I am

Very truly yours,  


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**From:** Bill Steiner  
**Sent:** Friday, January 7, 2022 9:55 AM  
**To:** Bill Steiner  
**Subject:** Fw: Wedgefird HOA

**From:** Bill Steiner  
**Sent:** Friday, October 11, 2019 8:02 AM  
**To:** [jcrosby@crosbyfirm.com](mailto:jcrosby@crosbyfirm.com) <[jcrosby@crosbyfirm.com](mailto:jcrosby@crosbyfirm.com)>  
**Subject:** Wedgefird HOA

Joe Crosby  
405 Dozier Street  
Georgetown, SC 29440

Dear Mr. Crosby,

I received your letter directing me to communicate through your office any correspondence addressed to the Wedgefield HOA Board. The reasons you gave were that "...the POA has been responsive to your request but the responses clearly have not satisfied you.", and "...the WPOA does not have the information you are demanding." First it is entirely true that I have not been satisfied with their responses. Does that not allow me a follow up? When I ask "Was the fence permitted?", and the reply is "Yes.", must I accept this as a fact? When I am told that I violated the 50% rule, must I be satisfied. In other words. Why is my not being satisfied my problem in not understanding, instead of their problem with a factual statement or answer? Second, I have never given the list of items I wished to review with the HOA Board. I am sure they have records of financial transactions for expenses, and those records may lead an auditor elsewhere. That is only one item on a full page list. Lastly, it is ironic that the HOA Board refuses to accept my letters with legitimate concerns and questions when they are the ones who violated 16-17-430 A3 (unlawful communication) multiple times. What you did not say in your letter was that you had reviewed all my letters and all the

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response, or that any of their responses were comprehensive. You also did not say that the HOA did not spend any membership dues on the law suit.

I have selected seven out of more than thirty letters to review with you. First is the letter I sent to Jacky Walton on August 19 (attached). I sent it to Jacky because similar letters sent to Adam and then Bob McMahan went unanswered. The response I got was from Michelle, who is not even a board member. She had no response to three (2, 3, and 4) of the five action items I recommended. She failed to respond to paragraphs two, three, four and five (beginning with, At any rate...).

I am sure they could use your assistance in those questions. These anonymous emails are a serious communication problem. I never know who is actually writing to me. Once I received an email from Michelle asking for my help with some of the board members who were bothering her. I did not respond, but after a month I sent it back asking for an exclamation. I never heard anything.

As for the ones they answered, I will direct my follow up to you as they have directed me to do. As to the storm water fee, I volunteered to write a draft request for submission to county council for the fee to be removed. I was not asking for their justification, which is what the county attorney sent. That information is available on line, including this part of his explanation:

"As far as legality, the stormwater program stems from the United States Clean Water Act. SC DHEC is in charge of establishing regulations for the Act and the County is responsible for enforcement. The fee authorized is a uniform service charge as authorized under Title 4, Chapter 9, Section 30(5)(a)". As I read this section it plainly states: "...to levy ad valorem TAXES and UNIFORM service charges...".

The County attorney states these fees are a "contribution" to the utility program's sustainability. and that they are "reasonable". It is difficult for me to equate a demand for a fee on my taxes as a contribution. It is more difficult to see the fee as uniform when we receive no service for the fee. The storm water fee comes on a tax bill, is receipted as taxes paid, is listed on 1040 income tax form as a tax deductible item, and is charged to those

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who receive no service. In short, it is a tax. The County attorney conveniently left out reference to Emerson. The storm water fee does not pass a single prong of the three prong Emerson test for a fee..

My last point of concern in this letter is the request for by-law changes. I had submitted:

1. Members may not establish a company or business, whether incorporated or not, in their home that interferes with the residential atmosphere of Wedgefield Plantation. This would include construction companies, automobile or motorcycle repair shops, lawnmower repair, boat repair, etc.

You advised the board that it was not appropriate. Am I being unreasonable to ask why? Why is it appropriate to allow a construction company, motorcycle, lawnmower, or auto repair shops to operate next to any of us?

This completes my questions on the first of the seven that I considered unanswered. I will await your response. Please let me know if you do not understand any of the points I raised so that I can provide clarification.

Thank you for representing the WHOA,

Bill Steiner

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August 19, 2019  
Jacky Walton  
President, Wedgefield HOA

This is a follow up reply to an unanswered letter (8/2/19) to Adam concerning the changes I requested be made in the covenants as follows:

1. Members may not establish a company or business, whether incorporated or not, in their home that interferes with the residential atmosphere of Wedgefield Plantation. This would include construction companies, automobile or motorcycle repair shops, lawnmower repair, boat repair, etc.
2. Backyard enclosure fences must begin in a visual line at or behind the most rear line of the house. This is already a covenant online, but it is not in the manual.
3. Fences erected for joint use (on the property line), must have the request of both neighbors.

Adam said that he had an opinion from several lawyers that a change in the covenants required the vote of every member. Do you remember the complaint I sent concerning the storm water fee? I stated the fee was illegal, and I asked the HOA to request that it be stopped, saving the members \$30,000 per year. You never replied or even acknowledged receipt. Well, I furnished, not the opinion of a lawyer, but the landmark court decision, Emerson v Boston, that clearly defines the distinction between a fee and a tax. In short, fees must be requested, and you must receive something in return. We didn't and we don't.

At any rate, his reply to my three amendment changes missed the mark. Even if you had a lawyer to refute that the action of the Board on 1/11/18 did not constitute a 2/3 approval to amend the Declaration of Covenants, Conditions, and Restrictions, and you can somehow UN-ring that bell, it would make no difference. I am surprised that not one of your HOA members recently refreshed in the provisions or the covenants (as well as State Law 33-31) by agreement of the settlement, did not recognize that the back yard fence covenant that I thought was missing from section V is actually in section III 4.02.05: "**Fences:** Fences may be permitted in rear yards only. Plans must fully comply with the Architectural Design Process. Plans must be signed by the owner/agent. The fence must begin in a visual line at or behind the most rear line of the house." The

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amendments I requested to prohibit business and fences for joint use can be easily be resolved through the use of section III 1.06, the seventh covenant (annoyance or nuisance), as well as several others.

Another question I have is, if it takes the vote of every member to change a covenant, why does the Board allow changes without a vote being taken? For example, a fence being erected without complying with the first covenant. And why would the Board allow a back yard fence to be installed without a permit and be more than thirty feet out of compliance? These are examples of “a wink and a nod” approvals. These approvals are given to friends of Board members, especially when they are involved in real estate, construction, or renovation. These are but several of many violations of Section 1.01, **Code of Ethics**: “Directors shall act with scrupulous good faith and candor. They will avoid even the perception of conflicts of interest, favoritism, and acting out of Self-interest. Directors shall uphold and safeguard the Bylaws, Conditions, Covenants and restrictions, and Policies governing Wedgefield Plantation.” When I brought this to the attention of the ARC, I was told that it was “just politics”.

I want to be clear that I make no complaint against any neighbor. My complaints are only against the HOA for not knowing and enforcing the covenants, refusing to make corrections, and denying my right to examine the records.

In the online policy manual, I cannot find Article VIII, section 5, as mentioned on page 35 of my HOA manual.

There is confusion between the difference between the paper HOA version of the By-Laws and Covenants, and the online version. There is some overlap, but they are mostly divergent. The Compliance Committee should immediately reconcile these differences.

I recommend that you take the following steps in order to comply with section 1 of the by-laws:

1. Provide a full disclosure or the legal expenses for the law suit I filed pertaining to allegations the HOA made about our dock house. You have denied me access to the records. You told me the attorney was hired by the insurance company and you have no idea what it cost. It is your responsibility to know, and it is the right of the members to know if they did or did not foot the bill for this egregious action.

2. Provide instruction to all HOA Board members on the state laws, by-laws, and

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the covenants that regulate Wedgefield Plantation. This includes section 33-3. the South Carolina Code of Laws, the on-line and the booklet versions of the laws and covenants. Special emphasis should be given to those laws and cove regarding conflicts of interest, good faith, and required quorum. Even though agreed to do this six months ago, better late than never. The agreement we rea in mediation concerning the charges of more than twenty violations of S.C. Co of Laws 33-31, stipulated that in exchange for my dropping the charges, you agreed to apologize AND provide training to all HOA board members in the requirements of 33-31 and the covenants, so that this ridiculous situation would not happen again. Why is it acceptable that today, not one ARC member is awa of section III 4.02.05 (back yard fences)?

3. Combine the on-line and printed versions of the by-laws and covenants into one comprehensive version.
4. Reconstitute the ARC so that a majority of the members of the committee ma not benefit financially from any decision made.
5. Notify the County Administrator to either drop the storm water fee that Wedgefield residents pay \$30,000 per year for, or provide the services.

I hope you can see the benefit of these recommendation in helping make Wedgefield a more harmonious, transparent, and effectively run plantation

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**From:** Bill Steiner  
**Sent:** Monday, October 28, 2019 10:35 AM  
**To:** Joe Crosby  
**Subject:** Re: Wedgefird HOA

I'm sorry, I missed the response. Could you send me a copy.

**From:** Joe Crosby <jcrosby@crosbyfirm.com>  
**Sent:** Monday, October 28, 2019 8:49 AM  
**To:** Bill Steiner <billsteiner28@hotmail.com>  
**Cc:** Lee Cote (<wedgeassoc.com@frontier.com> <wedgeassoc.com@frontier.com>); Donna Gray <degray@crosbyfirm.com>  
**Subject:** RE: Wedgefird HOA

Mr. Steiner,

As I have already responded, I do not intend to reply again.

With kindest regards,

**Joe M. Crosby**  
CROSBY LAW FIRM, LLC

405 Dozier Street  
Georgetown, SC 29440

Tel.: 843-546-3103  
Fax: 843-546-0747  
jcrosby@crosbyfirm.com

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**From:** Bill Steiner [mailto:billsteiner28@hotmail.com]  
**Sent:** Monday, October 28, 2019 8:28 AM  
**To:** Joe Crosby  
**Subject:** Fw: Wedgefird HOA

Mr. Crosby,

It has been more than two weeks, and I have not received a reply. I understand the questions

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**From:** Bill Steiner  
**Sent:** Monday, November 25, 2019 7:35 AM  
**To:** Kevin@ResideRealty.com  
**Subject:** Fw: HOA violation

**From:** Bill Steiner <[billsteiner28@hotmail.com](mailto:billsteiner28@hotmail.com)>  
**Sent:** Saturday, November 23, 2019 10:01 AM  
**To:** Joe Crosby <[jcrosby@crosbyfirm.com](mailto:jcrosby@crosbyfirm.com)>  
**Subject:** Re: HOA violation

Mr. Crosby,

You previously informed me that I was forbidden from communicating with the HOA board. Setting aside whether you can legally do that, I complied. Since the HOA refused to answer, or acknowledge receipt of my questions, I thought you would be able to do so, especially after receiving up to \$1500 from the board to reply to my questions that they were not able to answer. After receiving no reply from you to this email concerning violation of the covenants, as well as many other unanswered emails to you. I remind you that communication is a two way street.

I submitted the following for inclusion in by-law changes: "Members may not establish a company or business, whether incorporated or not, in their home that interferes with the residential atmosphere of Wedgefield Plantation. This would include construction companies, automobile or motorcycle repair shops, lawnmower repair, boat repair, etc." You advised the board that this proposal was "not acceptable" for members to vote on. You refused my request for an explanation. I ask again, why do you consider it acceptable for a construction company like South Atlantic Homes, or Live Oak Excavation to operate in our residential neighborhood? Why should Linda Hardee take a large deduction on the sale of her property because of trucks, flatbed trailers, excavation equipment, and building supplies parked next to her property? If the board wants to offer special privileges to board members, or friends of board members, why don't they designate HOA property that is not in a residential area to park their equipment? The landing area is one, but there are many others. What about the vacated par three at the end of Live Oak? I'm sure Butch would allow it if the board asked. Is there no one on the board that can think through these options?

I await your reply to these emails. Now that we have new board members, maybe it will be easier for you to respond.

Thanks,

Bill Steiner

**From:** Bill Steiner  
**Sent:** Monday, November 18, 2019 8:33 AM

1 1  
From: Bill Steiner  
Sent: Friday, January 7, 2022 9:26 AM  
To: Bill Steiner  
Subject: Fw: Wedgefield HOA

From: Bill Steiner  
Sent: Thursday, October 31, 2019 9:56 AM  
To: Joe Crosby <[jcrosby@crosbyfirm.com](mailto:jcrosby@crosbyfirm.com)>  
Subject: Wedgefield HOA

Mr. Crosby,

After waiting two weeks for your answer, you informed me that you would not reply. After the HOA board was unable or unwilling to answer my letter, they hired you. You sent me notification (first attachment). Now, you informed me that you will not respond to these reasonable questions. I request that you refund any of the \$1500 you have received so far. I also feel that if you intend on remaining as HOA attorney, you should advise Jacky as to the appropriateness of his continuing to serve, even on a voluntary basis.

Thanks,

Bill

Joe Crosby  
405 Dozier Street  
Georgetown, SC 29440

Dear Mr. Crosby,

I received your letter directing me to communicate through your office any correspondence addressed to the Wedgefield HOA Board. The reasons you gave were that "...the POA has been responsive to your request but the

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From: Bill Steiner  
Sent: Friday, January 10, 2020 9:40 AM  
To: Joe Crosby  
Subject: WPOA

12/10/20  
Joe M Crosby  
405 Dozier Street  
Georgetown, SC.

Last year, you informed me that I could no longer ask questions to the WPOA Board, or inform them of any violations of the covenants, or state laws. You directed, "any additional communication by (me) to be conducted through (your) office". You gave no understandable reason for this. When I asked for a legal justification, you did not answer. When I sent you the first of many unanswered letters to the board, you could not answer any of the concerns. As a dues paying member of Wedgefield Plantation Association, I am entitled to the same privileges as all other members. Article IV, Section 1, states "The Association shall have only one class of membership." I have violated no covenants or state laws, yet you have singled me out for extra-judicial punishment by placing me in a membership class of your creation out of whole cloth. Meanwhile, your clients, the WPA Board, have violated state laws over twenty times, as well as an equal number of covenant violations. The WPA Board has insurance to provide legal assistance for issues in which they acted in GOOD FAITH. Why is it remotely appropriate for the board to hire you, using member dues, to prevent me from asking legitimate questions instead of using their own money? As WPOA attorney, do you have a responsibility to represent the interests of all members so that they receive their rights under the by-laws and covenants, or do you solely represent the board members in place of the insurance company when they have not acted in good faith?

It is for these reasons I request a refund of my dues for the three years that I had to endure this incompetent and illegal action by the WPOA Board.

Thank you,

Bill Steiner

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v

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JOE M. CROSBY  
EMAIL: jcroby@crosbyfirm.com

CROSBY LAW FIRM, LLC  
405 DOZIER STREET  
GEORGETOWN, SOUTH CAROLINA 29440

ELISE F. CROSBY  
EMAIL: ecrosby@crosbyfirm.com

TEL: (843) 546-3103 FAX: (843) 546-0747  
January 22, 2020

**VIA-E-MAIL ONLY**

Mr. William Steiner  
Wedgefield Plantation  
Georgetown, SC 29440

RE: Wedgefield POA

Dear Mr. Steiner:

Thank you for your email dated January 10, 2020. Although your email tends to mimic your previous emails accusing various individuals and the WPA itself of bad acts, you do raise a new issue. That is whether you are some type of special class of owner. You are not a special class.

You have been asked to go through the Board's attorney because of the harassing nature of our communications. Your emails to me reference multiple contacts with Board members demanding actions based upon your perceptions. The reality is many of your demands or assertions are simply wrong. The only way, according to your numerous emails, that those individuals on the WPA will be acting in "good faith" is if the Board does as you demand.

As you are also aware you have every right, just as any other member, to vote, run for office, participate on committees, and every other right as a member. What you do not have is the right to harass members or to dictate Board actions. Therefore, please continue to direct your communications regarding the WPA to my attention.

With kindest regards, I am

Very truly yours,

Joe M. Crosby

JMC/ddg

cc: Wedgefield Plantation Association

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3/20

project, in the amounts of \$101,232 and \$12,858.24, have been approved by the Board but have not been received for payment. Live Oak Excavation has submitted an invoice for \$8,600 to complete the bulkhead project on Live Oak and an invoice for \$1,625 for an additional 6.5' of bulkhead. These will be paid from the Canal Reserve when work is completed.

**Communications-** Butch Williams reports, The Community Yard Sale will be on May 5<sup>th</sup>. Butch Williams makes a motion to cancel the annual Easter Egg Hunt due to the Coronavirus. Motion seconded by Gary Dreher. All in favor. Motion Carried.

**Community Liaison-** Adam Anderson reports, We have had the following letters:

A complaint about an aggressive dog in the condo area, the resident was advised to call the sheriff's department and animal control. A resident on Live Oak had their mailbox and a section of their driveway damaged during the road repairs. The damage was repaired by Coastal Asphalt. Two potholes were reported on Francis Parker. They were both repaired. A complaint about asphalt damage and a drainage issue on Swamp Fox. The asphalt was repaired and that entire street has now been repaired. A mailbox on William Screven was damaged by the paving crew. They went back and fixed it. A request to delete a phone number from a resident's file as the number was no longer active. Several complaints about an area on Jericho Court that was from a previous drainage repair. The area has been repaired.

**Welcome Committee-** No report

**Drainage-**Gary Dreher reported, They should be coming in the next couple of weeks for the project on Gov. Johnston and Wedgfield Rd. He has been delayed due to the government shutdown.

**Water Amenities-** Butch Williams reports, at the March 2<sup>nd</sup> meeting we had we approved the contract for Live Oak to do repairs to the bulkhead for \$35,750 and we did not discuss the \$14,000 deposit on this contract needing to be paid before work begins. Butch Williams makes a motion to approve the \$14,000 to be paid to Live Oak for the deposit on this contract. Motion seconded by Jonathan Rutstein. All in favor. Motion Carried.

**Condo Liaison-** No Report

**Roads-** Adam Anderson reports, We had a special Board meeting on March 2<sup>nd</sup> to add two areas, the remaining stretch on Swamp Fox and the dip on Jericho Court, to the work already in progress. We received several complaints about these areas in the past few weeks. The cost of these additional areas was \$19,796.48. This was voted on and approved at the March 2<sup>nd</sup> meeting bringing the total cost of this second phase of work to 121,028.48. The work is now complete. The original bid was for \$357,600.79. We came in at \$304,244.39. The original bid was for 11 different areas and we ended up doing well over 30 areas and still came in \$53,356.40 under budget. The savings comes from being able to reuse the existing base instead of completely removing the road and starting over. The savings allowed us to greatly expand the project and repair all major problems. Adam Anderson makes a motion we pay Coastal Asphalt the \$121,028.48 we owe them for the completed work. Motion seconded by Jonathan Rutstein. All in favor. Motion Carried.

**Grounds-**Larry McMillin reports, A suggestion has been made to have the sign at 701 revamped with brick similar to the electronic sign. Also, the wall in the area behind the gatehouse has been damaged in two areas recently, and needs to be repaired. Possibly we could view the camera recordings to see who caused this damage to the structure. He has had the brickwork repaired in the past, and have contact information for three local brick masons. Larry called Affordable Concrete and Masonry several times with no answer. He also contacted

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Adam Anderson <andersonbodyshop@gmail.com>

Fri 10/29/2021 11:05 AM

↩ ⏪ → ...

To: You; Thomas Waties

Mr. Steiner,

Mr. Davis no longer keeps his equipment at his home. He has worked out an arrangement with the owners of the golf course to park it there when it is not at a job site. The only other items in his yard are pickup trucks and a trailer. All of which are allowed. I am not sure what you want here. Your emails are incoherent ramblings. It's very clear the small tractor is no longer there. I walk my dog by his house daily, sometimes 2-3 times. It's not there, hasn't been for some time. Its always been the position of this board that parking a commercial vehicle in a yard is not necessarily a violation of any covenants or constitutes running a business from home.

You ask in your latest email for documentation that the "violation of the 5th covenant" issue has been resolved. I don't know what you are looking for or what that would consist of. What I do have is an email between you and Mr. Davis where you say you don't have a problem with Mr. Davis or his tractor. You even admit in some of your emails with the WPA that you don't have a problem with Mr. Davis. I don't think there is anything I can do for you. It seems you just want to fight and argue. I don't. I consider this matter closed.

Have a nice day,

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June 11, 2020  
Bob McMahan  
President, Wedgefield Plantation Association

Dear Bob,

This letter is in reference to Live Oak Excavation Company.  
Wedgefield Policy Manual Section IV 1.01, Code of Ethics: "Directors shall act with good faith and candor. They will avoid even the perception of conflicts of interests, favoritism, or acting out of self interest. Directors will uphold and safeguard the By Laws, Conditions Covenants, Restrictions and Policies governing the Wedgefield Plantation."

And:

WPA By-Laws Article 1, Section 1: The purpose of the By-Laws is to conduct "the affairs of the Plantation for the benefit of the property owners... this includes enforcing the Covenants and these By-Laws..."

Why is it that the Board cannot abide by these rules when it involves the 5<sup>th</sup> Covenant?:

**"The lot or lots described herein shall be used for residential use exclusively..."**

How and why is it possible for you to allow this? Even worse, there are many concomitant rules that would exclude these companies even if the fifth covenant did not exist,:

Policy Manual III, Section 3.2: provides for Single Family Residential lots.

Covenant 7: "No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any...dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the other property in the neighborhood by the owners....."

Covenant 15: "No trailer, tent, barn, tree house or similar outbuilding or structure shall be placed on any lot ether temporary or permanent."

Covenant 17: "Each lot owner must construct ...a screening fence to shield and hide from view, a small service yard and all...maintenance equipment, etc, shall be kept within the screened area."

Policy Manual Appendix III-4(2): "Contractor Work Rules: All vehicles must be parked within the job site or an area designated for contractor parking."

There are more that refer to the beauty, tranquility, pleasant atmosphere, harmony, etc, that are violated by having commercial businesses in our residential plantation. Yet, for some reason you refuse to abide by these covenants and policies. The previous administration failed to abide by the rules and suffered the consequences. There are several nice homes on Live Oak that have been on the market for more than a year. It is time for you to enforce covenant five.

Thanking you in advance,  
Bill Steiner

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June 12th, 2020

Mr. Steiner,

I am in receipt of your email concerning Live Oak excavation. I have spoken to Bob McMahon about this issue you are raising. We do not feel Mr. Davis is in violation of any rules or covenants. His truck is a Ford F-350, a fairly common vehicle. The signage on the door is not against the rules either. The trailer and small machine is not overly intrusive and is actually smaller than a lot of boats that you will find in Wedgefield. The equipment is, for the most part, on a job site, and not in his yard. Mr. Davis is not performing commercial work on his lot, he is merely parking his truck on his property, the same as we all do. The WPA has no right to limit someone from driving a work vehicle home at night. You are taking covenants 7, 15, and 17 out of context. We see no violation of any rules or covenants.

Adam Anderson  
Community Liaison

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↳ / JE

We had one previous owner that had a lien and judgement placed by us approximately 8 years ago. He asked to have the judgement release, and paid us \$3,273.50 to have this accomplished. A Satisfaction of Judgement has been completed and filed by our attorney, Joe Crosby.

Our 2019-2020 Road Project:

5/2/19 Coastal Asphalt submitted bid for \$357,600.79 to the Board.

7/16/19 Suggested we accept one bid from Coastal Asphalt.

7/23/19 Roads Committee met with Board to discuss project with Coastal Asphalt. They explained what the contract would include.

8/20/19 Board approved contract with Coastal Asphalt in the amount of \$357,600.79.

9/17/19 Contract completed and ready to signed by President and Secretary.

The amounts paid out for our 2019-2020 Road project are as follows:

2/7/20 \$183,215.91

2/17/20 \$101,232.00

3/6/20 \$19,796.48 (originally \$12,858.24) mil change

\*mils were approved to increase from 490 to 783 on Swamp Fox.

Communications- No report.

Community Liaison- Adam Anderson reports, This month we have had the following letters:

A complaint about someone parking a commercial vehicle at a home. This is not against the rules. 

Two complaints about someone moving into a house on Wedgefield Road and the boxes and tents in the front yard. A letter was sent.

A letter asking 2 ARC questions, a complaint about parking trailers on a common area and a request to trim trees on Wedgefield Road. These were given to Tom and Larry.

A letter about kids trespassing on a lot on Wragg's Ferry. They were told to contact the police.

A thank you for the bulkhead repair on the common area at Gov Johnson and Wedgefield Rd.

A suggestion for the WPA to contract with Spectrum.

An inquiry that the May 2<sup>nd</sup> open Board meeting to discuss the drainage project on Wedgefield Road was illegally called. Once explained the writer withdrew their objection.

A complaint about chickens on a lot on Joanna Gillard.

A complaint about a vacant lot not being mowed on Swamp Fox.

Welcome Committee- Butch Williams reports, Four new families have been welcomed to Wedgefield since the Covid 19 pandemic.

Drainage-Gary Dreher reported, The repair of the drain on the HOA property at Wedgefield Rd and Governor Johnson was completed by JC Landscaping by the first excavating to remove the existing collapsed drainage pipe and catch basin along with a larger connection box. A new

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6/17/20

Bob McMahan  
President, WPOA

Bob,

I received your reply from Adam. Before I respond, I need to make a few corrections:

First, I was not accusing the resident of anything, nor did I use his name. I do not think he did anything wrong. He asked for permission to operate his construction company, and he received your permission. My complaint was only against the WPA for not enforcing the covenants. That is your responsibility as I referenced. I never said anything about his truck, much less the size or the engine. He can drive a Humvee or a tractor trailer if he wants. Also, I am unaware of any signs he has posted and I did not mention that either. Lastly, I never accused him of doing commercial work on his property. These false accusations serve your purpose of diminishing my complaint by making it seem trivial and diverting attention from the actual violation of the HOA.

When you say "the equipment is not in his yard", you do not refer to what equipment, nor whether it was or will be. Another nice diversion to keep you from responding from this central issue. (Your version of, it depends on what the meaning of IS is.)

When you say, "The trailer and small machine (are) not overly intrusive and (are) actually smaller than a lot of boats you find in Wedgefield.", you are trying to confuse the issue with irrelevant facts. The covenants regarding equipment and boats are separate and distinct. As to covenant 5, there is no restriction based on size or other subjective criteria. As a fact finder in resolving disputes, you know not to rely on subjective opinions. There is nothing in covenant 5 that refers to size, much less defining the difference between large and "small". There is nothing in covenant 5 that restricts anything based on being intrusive, much less describe the difference between intrusive and "overly intrusive". The same goes for phrases like "for the most part" not being any part of any covenant. So. The statement that you think these criteria have been satisfied are as meaningless as the phrases. I don't know how large, intrusive, or frequent, you would consider having excavators, pile drivers flat bed trailers, pallets of lumber, etc, before you would say it exceeds your level of tolerance of being exclusive.

The 5<sup>th</sup> covenant uses the term "exclusively". Exclusive means sole, excluding all others. You permit the company to operate in our residential area by striking the word "exclusively" and replacing it with "for the most part". Thus, you argue, the use of equipment is OK if it is small and only used intermittently. Think of the meaning of an exclusive relationship. One spouse cannot say, "I am, for the most part, it was a small mistake, it will only be once in awhile, it will not be overly intrusive, or I will keep a low profile." Bob, I know you and the other board members don't want to be unfaithful and cheat the members out of the protection to their property provided by the 5<sup>th</sup> covenant.

Bob, as bad as your answer was, it reached a low point when you said I was taking the covenants out of context. Quite the opposite. I cited the covenant in the context of what you are allowing Live Oak Excavation to do. You, on the other hand, wandered into subjective speculation as to the exclusion from compliance based on size, amount of intrusiveness, and duration of time or frequency of conducting the business. You made statements like, "The WPA has no right to limit someone from driving a work vehicle home night." What in the world made you think that was in context with anything I said or anything in the covenants? Having explained in detail how you were out of context, you never bothered to explain what I said that brought you to the conclusion that I was out of context..

I know that Live Oak Excavation Company has a close relationship with the HOA, having received contracts to do work for the HOA. I hope that explains the preferential treatment they received in your letter and there are no conflicts of interest with LOEC doing business, or on a personal level, with

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# Wedgefield Plantation Homeowners Association

## Managing your property

One of the main reasons that neighborhoods such as ours have HOA's (Homeowners Association) is because the homeowners that buy and live here want to live in a community that takes pride in the way it appears and is kept up to a higher standard than most. By buying a home here and joining an HOA, there is an expectation that homes and

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visible exterior properties (yards, cars, boats, sheds, etc.) will be kept up in a manner that is generally pleasing to the eye and harmonious with the surrounding properties. This does not mean that every property must meet the highest standards; just that you should care enough to make sure your property meets, at a minimum, the rules that are in the HOA covenants and by-laws.

Most of the covenants and by-laws are common sense rules such as keeping your lawn mowed on a regular basis, trimming overgrown bushes and tree limbs, and keeping your personal property such as vehicles, refuse containers, and boats in good repair and properly positioned on the said property. Ideally, we ask that all vehicles be parked in a driveway or on an appropriate hard surface on the homeowner's property, and not on the lawn at the front of the house. If you need more space to store a boat or a trailer, adding an approved structure (such as a cement pad) to the side of the house where possible should be considered. All licensed vehicles should have current plates and tags on them while being kept in the Wedgefield HOA. Unlicensed vehicles should be stored in garages if needed. All tools and maintenance equipment should be properly stored in a garage or shed (not visible from the street).

We ask that you be a good neighbor and take pride in the appearance of your home and property. If the back of your house faces the golf course or a neighbor's property, please keep those areas neat and orderly as well. Keeping your property neat and well-kept improves property values and makes Wedgefield a desirable place to live. If by circumstances beyond your control, you are not able to properly maintain your property, feel free to inquire at the HOA office for professional or volunteer help to assist you in resolving the issue(s).

**2022 Annual Assessments are PAST DUE!**

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8/20

### Committee Reports

**ARC-** Tom Macedo reports, We have had a slowdown in ARC applications. We will have an ARC meeting to approve two new houses after this meeting. We have a couple of fence projects and roofing projects ongoing at this time.

**Legal-** Adam Anderson reports, We have had two legal committee meetings this past month.

In the first meeting, we had Board attorney Joe Crosby come in and answer questions about prior year delinquents and ARC violations. He walked us through some of our options on how we can more effectively deal with these things. He suggested we try to run a few through the magistrates' court and see what kind of results we get.

The second meeting we met to go through the list of multi-year delinquents and identified two we want to pursue in the magistrates' court. Joe wants \$1,500 per case to handle these so we are going to try to pursue these on our own.

The deadline for any bylaw changes to be submitted to the office is August 3<sup>rd</sup>.

**Finance-** Peggy Phillips reports, We have 7 accounts delinquent for 2020. Previous year delinquencies were 5 accounts plus the 23 by one owner. Liens will be filed on the 2020 accounts before the end of July. We intend to pursue collection of these accounts by every legal avenue available to us.

Peggy needs all Board Members input in the preparation of next year's budget. A meeting of the Finance Committee will be called soon with the Board invited. Please have your thoughts and suggestions ready. Any capital improvement items will need to be included in the Operating Budget.

**Communications-** No report.

**Community Liaison-** Adam Anderson reports, This month we have had the following letters:

Two different residents with questions about ARC. They were directed to the ARC committee.

A drainage question about Jericho Ct. This was directed to the drainage committee.

A letter responding to a rumor about the WPA giving funds to the golf course. The resident was told there was no such plan.

A resident following up on a previous letter from last month about a resident parking a truck at his home that has signage on the door. This had already been answered.

**Welcome Committee-** Butch Williams reports, So far in 2020 six new residents have moved in.

**Drainage-** Gary Dreher reported, He Will be meeting with Brad Davis to discuss some drainage issues and getting quotes.

**Water Amenities-** Adam Anderson reports, He has gotten prices on two different systems for the gate access at the landing. They are very expensive. He is working to trim prices down. The price for three HD camera's is \$3,083.

**Condo Liaison-** No report.

**Roads-** Gary Dreher reports, He hasn't heard of any issues right now concerning the roads. He will be getting the committee together about putting speed bumps in. Coastal Asphalt put four in

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**From:** Michelle Blythe  
**Sent:** Thursday, December 2, 2021 10:03 AM  
**To:** Bill Steiner  
**Subject:** Re: Note to the new Board

Good Morning Bill,  
I have received your email and will forward it to the Board.

*Michelle Blythe*  
*Office Secretary*  
*Wedgefield Plantation Association, Inc.*  
1956 Wedgefield Road  
Georgetown, SC 29440  
843.546.2718  
843.546.4027 fax

On Thursday, December 2, 2021, 09:47:03 AM EST, Bill Steiner <[billsteiner28@hotmail.com](mailto:billsteiner28@hotmail.com)> wrote:

The purpose of the HOA Board is to ensure adherence to the covenants in order to protect and enhance the quality of life and the value of homes of Wedgefield residents. This is not being done, even though we pay dues to provide this protection. Instead, the Board, in response to reports of violations, says that the covenants are "hard to enforce." No, it is easy if they follow the procedures in the Policy Manual (Article 5, Section 5, of the By-Laws). The Board allows construction companies like South Atlantic Homes, and Live Oak Excavation Company, to operate out of residential homes, in spite of the 5th covenant that restricts the homes to residential use exclusively. Complaints about Live Oak Construction Company violating the 5th covenant are not reported to the members in the monthly communications report. We deserve honesty and transparency in the actions of our Board.

Each residence in Wedgefield receives a \$52.00 "stormwater fee" on our yearly tax statement. This amounts to about \$30,000 we pay to the

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County each year, or \$300,000 in the last ten years, but they provide no services to Wedgefield in return. This money goes to cleaning storm damages in other parts of the County, while we fund 100% of our damages. Section 6-1-300(6) of the S.C. Code of Laws, states "Service or user fee means a charge required to be paid in return for a particular government service or program made available to the payer that benefits the payer in some manner different from the general public not paying the fee. Service or user fee includes uniform service charges." This is the difference between a tax and a fee. After the Board refused to show any concern with this, I asked the attorney for the Board to bring this injustice to the attention of the S.C. Attorney General, but he refused without explanation.

Changes need to be made in some covenants. The position of the Board (based on "legal" advice) is that it takes the agreement of 100% of the members to change the covenants. The change in the Declaration on Jan. 11, 2018, provides a 2/3 vote of a quorum of members. Changes would require grandfathering provisions. The attorney for the Board should be as concerned with the members as much as the Board. Policy Manual Section XII, 1.02, provides that questions to the Board be acknowledged within ten days and answered within thirty days. This is not being done. Instead, members are prohibited from contacting the Board concerning violations. This should not happen. We need a new attorney for the Board.

Contracts are given to venders without advertising for bids. The required Scope of Work is not included. Policy Manual Section II should be revamped including requiring a minimum of three bids on projects of \$1000 or more.

In order to increase attendance at meetings, why not try changing to Saturday morning. Also, there is no reason to wait a month to post the information that those who can't attend remain unaware of changes

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that are important to them. The possibility that corrections may have to be made before final approval of the minutes -should not be a precluding factor.

These are a few of the changes that need to be made in order to be accountable to the members for having an HOA that protects the value of our homes, as well as the quality of our lives, and that operates within the legal parameters of the S. C. Non-Profit Corporation Act (Title31- Chapter33), and our By-Laws, Policys, and Covenants. I hope the new Board can do this and that no one receives a letter from the insurance company notifying them that they have lost their indemnification for not being in compliance.

Bill Steiner

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Bill Steiner

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funds shall be used for the original construction of subdivision streets, roads, water system, sewer system and canals.

WE have received our Audit for 2021 from our CPA, Mr. James Young. Mr. Young states "In our opinion, the financial statements present fairly, in all material respects, the assets, liabilities, and fund balances – modified cash basis of Wedgefield Plantation Association as of December 31, 2020, and the revenue, expenses and changes in fund balances – modified cash basis for the year then ended in conformity with the modified cash basis of accounting"

Mr. Young has agreed to be our CPA for 2022. His charges for this service will be \$160 per month to review accounting data and prepare monthly financial reports, \$225 to prepare Income Taxes, and \$1,950 to do the Audit. All charges are the same as 2021. Peggy makes a motion to approve Mr. Young as our CPA for 2022. Motion seconded by Jonathan Rutstein. All in favor. Motion carried.

#### **Communications-**

**Community Liaison-** Jonathan Rutstein reports, We had the following correspondence this month, November 22<sup>nd</sup>, email concerning ac and trash enclosures and no drainage on a new home built. November 23<sup>rd</sup>, email stating HTC cables had been cut by a contractor with a suggestion to stop all contractors. November 29<sup>th</sup>, email recommending a stop sign at retreat lane. December 1<sup>st</sup> A complaint about trash. Was turned over to compliance and taken care of. December 2<sup>nd</sup> email concerning policy manual number 5 concerning business vehicles. December 9<sup>th</sup> email asking for minutes to be posted shortly after meeting. Lawyer says not to post until they are approved. December 3<sup>rd</sup>, Beverly Homes sent an email in regards to purchasing some lots at the old 16<sup>th</sup> hole. This was referred to legal but we believe it sits in the power of the golf course. December 13<sup>th</sup>, email concerning construction on Francis Parker. A letter is being sent out. December 11<sup>th</sup>, A letter signed by residents interested in a speed bump on their street. December 11<sup>th</sup>

**Welcome Committee-** No report.

**Drainage-** Joe Myers reports, We have no complaints at this time. He would like to be more involved in ARC.

**Water Amenities-** Joe Meyers reports, We have two big projects coming up this year. The landing road needs repair. Ken was waiting on bids for recoating or eliminating millings and paving the road. We are getting bids for what it would take to get a road all the way to the landing. We will also see what we can do with the parking lot.

We will need to have a survey of the spoil site to see what work needs to be done. The survey will have to be completed within the year. SCDNR, Fema, and Earthworks try to keep track of what we do with the river. We can't let the spoils go into the river. Gary lets him know that work was just completed by our landscaper at the spoil site.

**Condo Liaison-** No Report.

**Roads-** Tom Cobb reports, He is going to follow up on two requests for do not enter sign on the triangle. He is checking on a stop sign for the intersection of Retreat/Wedgefield Rd. He is also looking for volunteers to join the roads committee.

**Grounds-** Gary Dreher reports, We are looking at retaining Howard's Quick Cut for our yearly maintenance contract when it comes due for renewal. He has responded to any request we have. We have talked to him about cleaning the pond. He is going to give us an estimate and clean it sometime in January.

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8/19

### Committee Reports

**ARC-** Bob McMahan reports, We have 32 ongoing projects at this time. There have been 10 new permits approved since the last meeting, 2 for new houses, 2 for tree removal, 2 for storage sheds, 3 for solar panels, and 1 for driveway.

**Legal-** Bob Garrison reports, Bob Garrison makes a motion to approve up to \$1500 for our attorney to get into the middle of this 1 and ½ year ongoing issue, with a resident wanting to see things that do not exist. Motion seconded by Bob McMahan. All in favor. Motion carried.

We have received 5 bylaw proposal changes. The legal committee will meet next Thursday to review them, then we will go to the Attorney to check them to see if we can put them on the ballot.

**Finance-** Peggy Phillips reports, Per policy, liens have been filed on properties delinquent for 2019 and copies were mailed to the owners. The liens will be released as we receive payment. Currently there are six properties delinquent for 2019 and we will continue to pursue collection efforts.

On August 6, 2019, the Finance Committee, with the Board invited, met to review the proposed budget for 2020. The Board has been given a copy of this budget. Based on past history of operating expenses and the updated Reserve Study, we are recommending the assessments remain at \$525 per property for 2020.

Please review this proposed budget and let me know any changes or suggestions you may have. Per policy, the document will need to be approved by the Board at the September meeting so copies may be included in the Annual Election Package mailed to all property owners.

**Communications-** No Report

**Community Liaison-** Adam Anderson reports, We have received the following letters.

A letter about several changes to the bylaws and covenants and ARC rules. The resident was advised to submit the ideas to the board for the election in November.

A question about if the Arbors are members of the WPA and if they can use the WPA boat landing. The resident was advised that they are not WPA members and are not allowed access to the boat landing.

A request to the board to look into a package deal offered by Spectrum Cable. The resident says they have a discount for homeowner associations.

A letter from a resident on Ricefield about a neighbor constantly blocking the cul-de-sac and also making sure the resident was properly permitted for the construction going on. A letter was written asking the resident to be more mindful of not blocking the street.

**Welcome Committee-** Butch Williams reports, I would like to say awesome job to the Welcome Committee. We ended up being \$250 over budget. Butch Williams makes a motion to approve the \$250 overage on this project. Bob McMahan seconds this motion. All in favor. Motion Carried. We appreciate all the hard work. We had to order 100 extra books to be prepared for new residents.

**Drainage-** Al DeMarchi reports Wragg's Ferry project is complete. We have added seeding

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10/19

storm cleanup which is not reflected in the balance. This results in the Emergency Fund now having a balance of \$38,331.46.

### Committee Reports

**ARC-** Bob McMahan reports, There are 27 on going ARC projects. There have been 3 new permits approved since the last meeting. One for solar panels, one for re-roofing, and one for driveway repair.

I received a complaint about a ham radio antenna in a backyard. I reviewed the policy manual and found it only addressed satellite dishes. During discussions with other board members information came to light about previous questions regarding ham radio antennas. The other board members and I reviewed board minutes to get clarification.

We found that on April 15, 2004, Mr. Andy Bass requested time to address the board about his ham radio antenna. The president requested Mr. Bass gather information for the board to consider.

At the July 8, 2004 meeting, the board discussed the information Mr. Bass had submitted. The fact that it included extenuating circumstances of emergency communications, the board requested the HOA attorney review the request. The attorney submitted the following change "Towers, radio, television, and other telecommunications antennas shall be prohibited in the plantation, except that ham radio antennas may be permitted that are physically attached to the rear of the dwelling and do not exceed 25' in height." This was accepted and considered a first reading.

On August 12, 2004, the proposed change to the policy was given a second reading and approved.

This change for whatever reason, was not included in the policy manual when it was rewritten. Bob McMahan makes a motion that we add paragraph 4.02.01.01 "Towers, radio, television, and other telecommunications antennas shall be prohibited in the plantation, except that ham radio antennas may be permitted that as physically attached to the rear of the dwelling and do not exceed 25" in height." To Section III, paragraph 4.02.01 of the Policy Manual. Motion seconded by Bob Garrison. All in favor. Motion carried.

**Legal-** Bob Garrison reports, There will be one by-law amendment on the ballot, that was approved by the Board Attorney.

Larry McMillin asked Bob Garrison who would be responsible for the bill concerning the resident who has been directed to our Attorney for his questions? Bob Garrison says the attorney has been informed to send the bill to the resident. He is sending a letter to the resident letting him know this.

**Finance-** Peggy Phillips reports, Any resident in the arrears on their assessments will not be able vote at the Annual meeting unless they are paid within ten days of the meeting.

**Communications-** Larry McMillin lets everyone know that The Wragg has been sent to the printer as of today.

**Community Liaison-** Adam Anderson reports, We have received the following letters and emails for October. 1. A resident with a problem logging into the WPA website. Michelle was able to help the resident. 2 A request on info about a storage building. 3. Another series of letters from a resident about the lawsuit, the proposed bylaw changes that were submitted and rejected, and the stormwater drainage issue. This has been an ongoing issue for several months

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1/21

**Welcome Committee-** Robert McMahan reports, The welcome committee has four packages to get out and have done two packages this month.

**Drainage-** Stan Earnhart reports, At the Drainage Committee meeting, four projects were selected as first priority issues. Stan Earnhart makes a motion to accept bid for \$2,000 from Live Oak Excavation to refurbish ditches and put bulkhead on each ends of pipe on Wragg's Ferry Rd. Motion seconded by Ken Gaspari. All in favor. Motion carried.

Stan Earnhart makes a motion to accept bid for \$2,500 from Live Oak Excavation to refurbish ditch at Possum Trot. Motion seconded by Gary. Six in favor two opposed and one abstained. Motion carried upon verification of who owns property.

Stan Earnhart makes a motion to accept a bid from Live Oak Excavation for \$5,793 to help minimize flooding at John Waities and Francis Parker Rd and refurbishing and digging out the ditches. Motion seconded by Gary Dreher. All in favor. Motion carried.

**Water Amenities-** Ken Gaspari reports, Ken says the committee has discussed putting up the door on the building at the landing that has been stored in the gatehouse. Ken Gaspari makes a motion to approve up to 5,000 for cameras at the boat landing. Motion seconded by Bob Garrison. Jonathan Rutstein asked where the money is coming from. Bob Garrison says from the lot sale earlier this year. The motion was tabled to be looked into.

Ken Gaspari makes a motion to add the following members to the Water amenities committee: Adam Anderson, Chris Carroll, Ed Wozniak, Jamie Cristello, Mike Downs and Steve Vasey. Motion seconded by Jonathan Rutstein. All in favor. Motion Carried.

**Condo Liaison-** Jonathan Rutstein reports, An email was received concerning the stop sign. Gary will take care of this.

**Roads-** Gary Dreher reports, Since the last meeting, potholes have been filled on Wragg's Ferry, Wedgefield and Francis Parker roads as they have been found and communicated to the office. Some areas where the edges of the roads have deteriorated due to cars driving right on or off the road edges and causing the asphalt to crack or the ground next to the road to sink deeper. We have been using gravel to fill these holes to help prevent further erosion.

The roads committee will be organizing a group of volunteers to install the speed humps that were approved by the Board over the next few weeks.

**Grounds-** No report

**Compliance-** Bob Garrison reports, He was asked to investigate outside burning concerning a lot in Wedgefield. He said a letter was sent as they were in violation.

Bob Garrison makes a motion to add Jacky Walton to the Compliance committee. All in favor. Motion carried. Bob also mentions he is seeking residents for his committee.

**Website Committee-** Jonathan Rutstein reports, He is looking into changing and updating our website. He also said he is going to get a complete list of email addresses of all residents.

**Old Business-**

**New Business-** Stan Earnhart makes a motion to give office clerk a one dollar pay raise. Motion was tabled and carried over to an executive meeting.

**Public Comments-** Woody Altman commented that the county required contractors to have one dumpster and sanitary toilet at each job site.

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**Drainage-** Stan Earnhart reports, Stan makes a motion to approve Live Oak Excavation's bid of \$10,650 to correct a pipe near Joanna Gillard Lane. Motion seconded by Tom Macêdo. All in favor. Motion carried.

**Water Amenities-** Ken Gaspari reports, A new door will be put into the Marina gatehouse in the next few weeks. Ken has contacted two people about cameras at the landing. Ken Gaspari makes a motion to approve up to \$5,500 to Strand Security to put in cameras at the landing. Motion seconded by Jonathan Rutstein. All in favor. Motion carried.

**Condo Liaison-** Jonathan Rutstein reports, No Report.

**Roads-** Gary Dreher reports, All speed humps have been installed. We have received mostly good feedback. There have been some requests to add more, but none in writing. A pot hole on Francis Parker has been repaired. There has been a request to repair a stop sign near the condos. This will be repaired shortly.

**Grounds-** Gary Dreher reports, We have received a bid from Mark Howard. He has agreed to the same price as last year. Gary Dreher makes a motion to accept the bid for the annual maintenance contract from Mark Howard. Motion seconded by Bob Garrison. All in favor. Motion carried.

**Compliance-** Bob Garrison reports, Compliance was asked to review the recommended clerk evaluation and establish a review process for the office clerk.

Bob Garrison makes a motion to add Connie Downes to the Compliance Committee. Motion seconded by Adam Anderson. All in favor. Motion carried.

**Website Committee-** Jonathan Rutstein reports, Dave DeCreny has volunteered to help with the update and review of our web-site and recommend ways for it to be more interactive for our residents.

**Old Business-** Jonathan Rutstein reports, that Michelle has sent the resident billing addresses to Jennifer Zellner at Spectrum and we should have a proposal for a Spectrum deal by the next meeting.

**New Business-** 1<sup>st</sup> reading on Appendix III-4.6 Addition of:

In the event that (2) adjacent sites are owned by the same person/s or company and the same contractor is being used on both properties, one (1) sanitary toilet and one (1) dumpster of adequate size to serve both home sites will be allowed upon approval of the Georgetown County Building Department and the Wedgefield ARC Committee.

1<sup>st</sup> reading on additions to WPA Office Clerk Job Description.

**Public Comments-** Jacky Walton asking if the money given to the sign contractor for work on the sign on Hwy 701 had ever been reimbursed. Bob McMahan lets him know that we have not received a response after we sent him the letter requesting our deposit back.

Connie Downes asked Jonathan Rutstein when does he plan on getting the Wragg out? Jonathan lets her know he is looking into the process and has just recently taken on this position. Gary lets her know that we lost the printing company we had used in the past. Connie says that we have so few ways to communicate with people we need the Wragg so we can stay up to date with what's happening.

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1/18

The voluntary funds we have collected to this date have almost been exhausted by work completed so far.

The six bids for the project were opened and are as follows; J Mac Construction of \$48,034; CL Benton & Sons \$245,000; D&L Sitework dated November 8, \$94,900 and D&L Sitework dated November 13<sup>th</sup> for \$119,900.00; Brad Davis for \$25,000; and, Herr, Inc., for \$255,000. It was decided that the Committee will check and make sure all bids are for the same scope of work and which one they want to pursue.

John has a letter regarding a collapsing board at the canal and we need to get bids on that project.

**Condo Liaison:** Steve reported that the light requested has no yet been installed by Santee Cooper and other lights had issues. The shorter lights with issues are not the responsibility of WPA.

**Roads:** We are in the process of preparing a new bid package for the sign replacement project. We have some fresh prospects of contractors interested in bidding. The extreme cold and ice and snow last week will likely have an impact on our roads. We will monitor the situation closely.

Adam stated that he didn't know exactly what to do regarding the speed bumps. Approximately 50% were for and 50% were against them according to the poll we took at the Annual Meeting in November. No recommendation at this particular time.

**Grounds:** On January 5<sup>th</sup> someone struck the Gate House at the entrance, causing considerable damage. A police report was filed and an adjuster will come to inspect the damage and write a report. We have a \$500 deductible on that building with \$40,000 in coverage.

Larry has been researching LED signs to announce activities in Wedgefield. We have several proposals, and Larry made a motion to purchase the sign from TV Liquidators at a cost of \$2,185. Steve Vasey seconded it. After much discussion about the location and cost of building a structure to house it, the motion was tabled until all information regarding final cost could be obtained.

**Compliance:** Butch Williams made a Motion to add Peggy Phillips and Bob Garrison to the Compliance Committee, John Walton seconded – motion carried.

**Old Business:** Update on credit card application of several months ago. South State has made requests for documents and we have submitted, but yet we have heard nothing.

Update on cost of Reserve study is approximately \$3,246. The specifications on what they would do is in the office for anyone interested in looking at. I think we paid about \$5,000 in 2013 for the study. A Reserve study at best is an educated guess and I would prefer that it errs on the cautionary side. What we look for is framework much like a budget. They were the company that had the most reasonable price at the time.

Searching for a possible CPA – nothing to report on that tonight, Peggy said.

**New Business**

Garrison. Motion carried. This account will only be opened after a Second Reading to adopt the Policy Manual changes.

### Committee Reports

#### Committees

**ARC-** Fence Approval Lot# 503, Storage Shed Lot# 164, Reroof Lot# 300, New Construction Lot# 490, Reroof/Color change Lot# 303 Refund Lot# 383

**Legal-** The 2 lots that were not being released because of connections to another mortgage have been released and are now our properties. Legal will meet to decide on how to proceed with these properties.

**Finance-**

**Communications-** The annual community yard sale was held on May 5<sup>th</sup>. There were approximately 65 maps handed out, with 20 residents signing up and more that just participated. It was suggested that we extend the hours to 3pm next year. I will ask for input prior to this event in the future.

**Community Liaison-** Complaint about pothole, confrontation with board member, and thanks about sign.

**Welcome Committee-** 3 new families welcomed to the community at 2146 Wedgefield Road, 2170 Wedgefield Road, and 326 Francis Parker Road. Butch Williams motion to add Jean Hayman to welcome committee. Motion seconded by Bob Garrison. Motion carried.

**Drainage-** no report

**Water Amenities-** John Walton made a motion to approve a contract between WPA and Brad Davis (contractor) in amount of \$43,000 for the required preparation work on the spoil site that has been established by Earth Works. Motion seconded by Bob Garrison. Execution of this contract contingent upon 2 requirements: 1. Proof to the board's satisfaction that the required monies to meet the canal lot owners portion of the dredging have been obtained and are available for disbursement. 2. A written commitment from the dredger of choice that the cost of the dredging will not exceed \$239,000 and that said dredge will be ready to begin work no later than December 1<sup>st</sup> 2018. Anyone parking at the Marina will be towed at the owner's expense if they do not have the proper stickers on their vehicles.

**Condo Liaison-** no report

**Roads-** Repaired a couple of pot holes with hole patch. Will repair some more this week. Asked Sign Shark to revise bid to \$12,000 now after change for wooden posts. Adam Anderson motions to make 50% deposit payment that needs to be remitted for Sign Shark to begin. Motion seconded by Jacky Walton. Bob Garrison opposed. Motion carried.

**Grounds-** Although we got a late start, the landscaping around the entrance has been completed. With limited selections, what was done looks quite pleasing. A purchase of 26 knock out roses should add color throughout the season. There was an approved motion at the April Board Meeting to spend up to \$1,800 for the flowers, but only \$1,491 has been spent. Many thanks to Dale Hayman, Peggy Phillips, and Bob and Nina McMahan for all their efforts.

The vacant grassy lot program has been finalized for the season and our maintenance contractor will begin mowing soon. Several other property owners have been contacted to encourage them to participate as well.

34

6/19

for the maintenance crew to address in the near future. They have started on some areas today and will work on more as they can.

**Compliance-** No report.

**Website Committee-** No report.

**Old Business-** Butch Williams made a motion to approve the content of the directory excluding the covenants. Motion seconded by John Walton. All in favor. Motion carried.

Butch Williams makes a motion to allow the welcome committee to go to the UPS to print directory with a contribution not to exceed \$600 for printing from the WPA. Motion seconded by Bob Garrison. All in favor. Motion Carried.

The new directories will be included in the Welcome packages for new residents. The Welcome Committee is looking for street captains to help distribute the directories when they are printed.

The cameras have been installed at the entryway. Butch has talked to the guy to find out if there was a law about having a sign. The camera guy says there is not. Butch Williams asked the rest of the Board if we wanted to put a sign up. Bob Garrison believes this would be a good idea. Butch Williams also wanted to know if we wanted to paint the one camera or leave it like it was. The Board agrees to leave it like it is. Butch also says that we need to pay the guy who installed the camera. Peggy Phillips informed him that we have not received an invoice yet. Larry McMillin let Butch know that the date stamp on the camera system was wrong and the man needed to pick up tree and was not happy about the wires and cords showing in the office.

**New Business-**

**Public Comments-** Connie Downs said that craigslist has an ad up for pipe that came from the dredging and wanted to know if that money was going into the canal reserves. John Walton said the dredging company gave this to Brad Davis and it was his to do as he pleased.

Jean Hulse-Hayman commented that the bulk head on pine grove needed some attention. John Walton let her know that this would be replaced.

Al DeMarchi let the Board know that the website needed to be corrected. The covenants should be under covenants instead of bylaws. He also asked about the funding for the Reserve Study last year. Larry let him know there was a copy in the office of this study.

Marion Cuttino asked if the Board could get the ice-cream truck to coordinate with when the school district brings the children out for the first-tee program on the golf course. Jacky Walton told her that would have to be brought to Mitch Anderson.

**Golf Course Update-** Butch Williams reported, The golf course is in better shape than it has been since he has lived here. The pool has been having adult swim nights. The golf course also has some tournaments coming up.

**Next Monthly Board Meeting-** July 16<sup>th</sup>, 2019

**Adjourn-** Jacky Walton

# **EXHIBIT 7**

**PICTURES OF LIVE OAK EXCAVATION COMPANY'S  
SUPPLY AND EQUIPMENT DEPOT AT 127 LIVE OAK LANE,  
GEORGETOWN, SOUTH CAROLINA**

3501

**5<sup>th</sup> covenant**

The lot or lots described herein shall be used for residential purposes exclusively. No structure, except as hereafter provided, shall be erected, placed, or permitted to remain on any lot other than one (1) detached single family dwelling and one accessory building which may include a detached private garage and or servants quarters provided the use of such dwelling or accessory building does not overcrowd the site and provided further that such such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

**6<sup>th</sup> covenant**

It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such lot, which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

**7<sup>th</sup> covenant**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything b one thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There hall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the other property in the neighborhood by the owners thereof.

**17<sup>th</sup> covenant**

Each lot owner must construct ... a screening fence to shield and hide from view, ... maintenance equipment, etc shall br kept within the screened area

**Policy Manual Appendix III-4 (2)  
CONTRACTOR WORK RPULES**

All vehicles must be parked within the job site or in an area designated for contractor parking.

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# Wedgfield Plantation Homeowners Association

## Managing your property

One of the main reasons that neighborhoods such as ours have HOA's (Homeowners Association) is because the homeowners that buy and live here want to live in a community that takes pride in the way it appears and is kept up to a higher standard than most. By buying a home here and joining an HOA, there is an expectation that homes and

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visible exterior properties (yards, cars, boats, sheds, etc.) will be kept up in a manner that is generally pleasing to the eye and harmonious with the surrounding properties. This does not mean that every property must meet the highest standards, just that you should care enough to make sure your property meets, at a minimum, the rules that are in the HOA covenants and by-laws.

Most of the covenants and by-laws are common sense rules such as keeping your lawn mowed on a regular basis, trimming overgrown bushes and tree limbs, and keeping your personal property such as vehicles, refuse containers, and boats in good repair and properly positioned on the said property. Ideally, we ask that all vehicles be parked in a driveway or on an appropriate hard surface on the homeowner's property, and not on the lawn at the front of the house. If you need more space to store a boat or a trailer, adding an approved structure (such as a cement pad) to the side of the house where possible should be considered. All licensed vehicles should have current plates and tags on them while being kept in the Wedgfield HOA. Unlicensed vehicles should be stored in garages if needed. All tools and maintenance equipment should be properly stored in a garage or shed (not visible from the street).

We ask that you be a good neighbor and take pride in the appearance of your home and property. If the back of your house faces the golf course or a neighbor's property, please keep those areas neat and orderly as well. Keeping your property neat and well-kept improves property values and makes Wedgfield a desirable place to live. If by circumstances beyond your control, you are not able to properly maintain your property, feel free to inquire at the HOA office for professional or volunteer help to assist you in resolving the issue(s).

**2022 Annual Assessments are PAST DUE!**

3

## WPA MONTHLY MEETING MINUTES

June 16, 2020

**Call to Order** – Bob McMahan

**Attendance** – Bob McMahan, Adam Anderson, Peggy Phillips, Larry McMillin, Tom Macedo, Jonathan Rutstein, Gary Dreher, Butch Williams

**Absent-**

**Quorum** – Yes

**Approval** – Motion to approve May 19, 2020 Minutes made by Adam Anderson. Motion seconded by Butch Williams. All in favor. Motion Carried.

Motion to approve May 4<sup>th</sup>, 2020 Minutes made by Larry McMillin. Motion seconded by Gary Dreher. All in favor. Motion Carried.

### **Officer Reports**

**Presidents Report** – Robert McMahan reports, John Walton has resigned due to his health. We will be taking resumes for his position until July 14. He will put a notice on the sign. This will make 4 seats available to vote on for the Annual election.

Hopes everyone is doing well during this time of the coronavirus pandemic. We live in a beautiful neighborhood and we all want to keep it that way. The fact that many of us have been staying home and working from home has made us become more aware of certain conditions in the plantation.

Most of us are aware that there is a Policy Manual that covers the By-laws and Covenants for the Wedgefield Plantation Association. The By-laws and Covenants have been written as not to be overly restrictive to the residents. The residents should embrace the overall intent of the By-laws and Covenants. There has been increased correspondence concerning the decreasing beauty of Wedgefield.

The two covenants covering the overall beauty of Wedgefield are Covenants #6 and #7. Covenant # 6 "It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on such lot, which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area."

Covenant #7 "No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the other property in the neighborhood by the owners thereof."

These covenants cover unkept lawns, deterioration, of house exteriors, unregistered vehicles, debris piled on vacant lots or at the sides of houses, and the parking of numerous vehicles, lawn mowers, golf carts, or boats on the front yard.

Please be aware of the beauty of our neighborhood and know that letters will be sent out for violations. Robert McMahan asked the compliance chairman Butch Williams to form a subcommittee to address these issues.

4

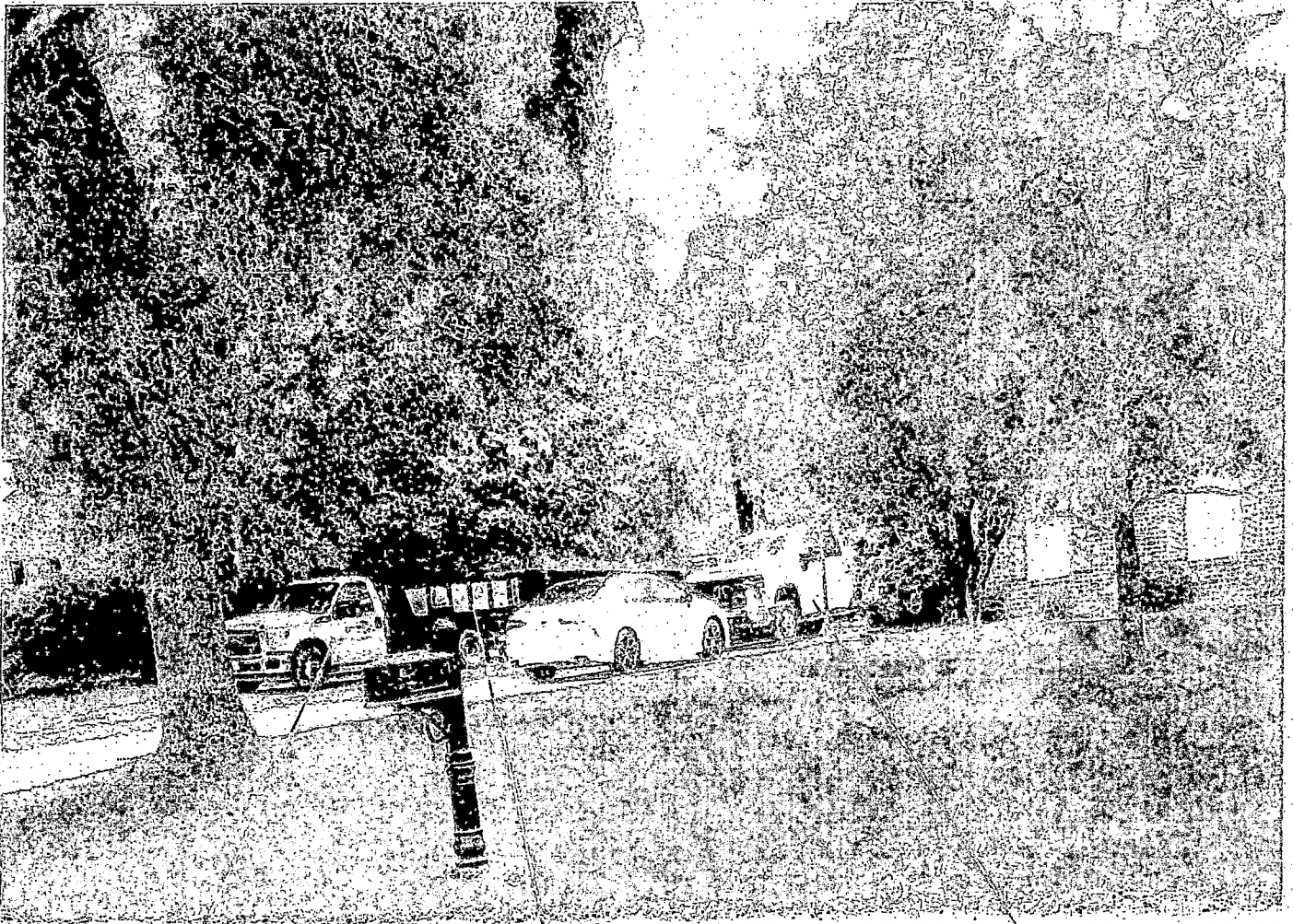


### Summary Report

127 Live Oak Ln Georgetown SC	Time In : 9:00AM Time Out 11:00AM	DAY: Tuesday	DATE: 06/29/2021	ON DUTY Agent Burgess
3 weeks Surveillance	Completion	Specific Unauthorized : Business and other activity	RELEASED KEYS/EQUIP:	
<b>Start tour of duty</b>		From the Pree surveillance day 06/11/21 until		
06/29/21 my findings reveal there is		No	Evidence of a storefront for this location. There has been little to no activity around the property on the surveillance dates and hours.	
127 Live Oak Ln., Georgetown, SC appears			To be used as a storage location for live oak construction company.	
Several days still photos were taken to show			Any and all activity on the property at that time.	
We use various equipment to help with the surveillance			To include drone, video camera and still photos.	
The surveillance was conducted under inconspicuous times			As to not to draw attention to myself and compromise the surveillance.	
I never bear witness to a work crew		*	Leaving the location and returning as a group.	
I never bear witness of any one individual come into this location			To make a purchase or to leave with a purchase item.	
No evidence was found of any type of excavation at			127 Live Oak Ln., Georgetown	
* Detail report while property will be			Delivered to Eric Armstrong as well as an SD card	
Of any video data collected. <i>the days we did video</i>				
I certify that all information obtained and given to Eric Armstrong as part of this surveillance is true to the best of my ability				
Leo Burgess CEO				
Client: Eric Armstrong	Job Location: 127 Live Oak Ln. Georgetown SC	DUTY agent SIGNATURE:		

ERICENLK PC PM

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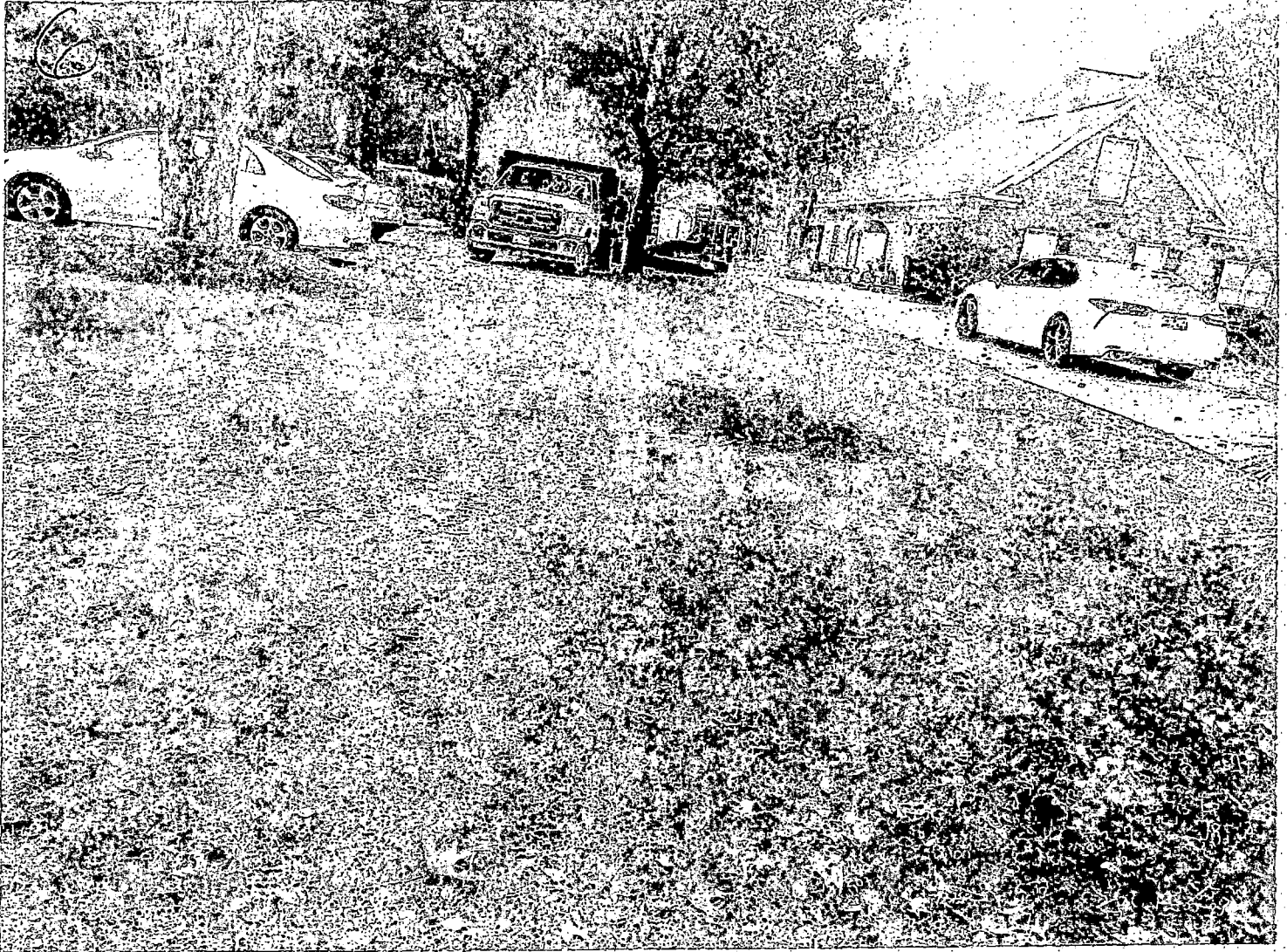
Green work truck Biss. Name

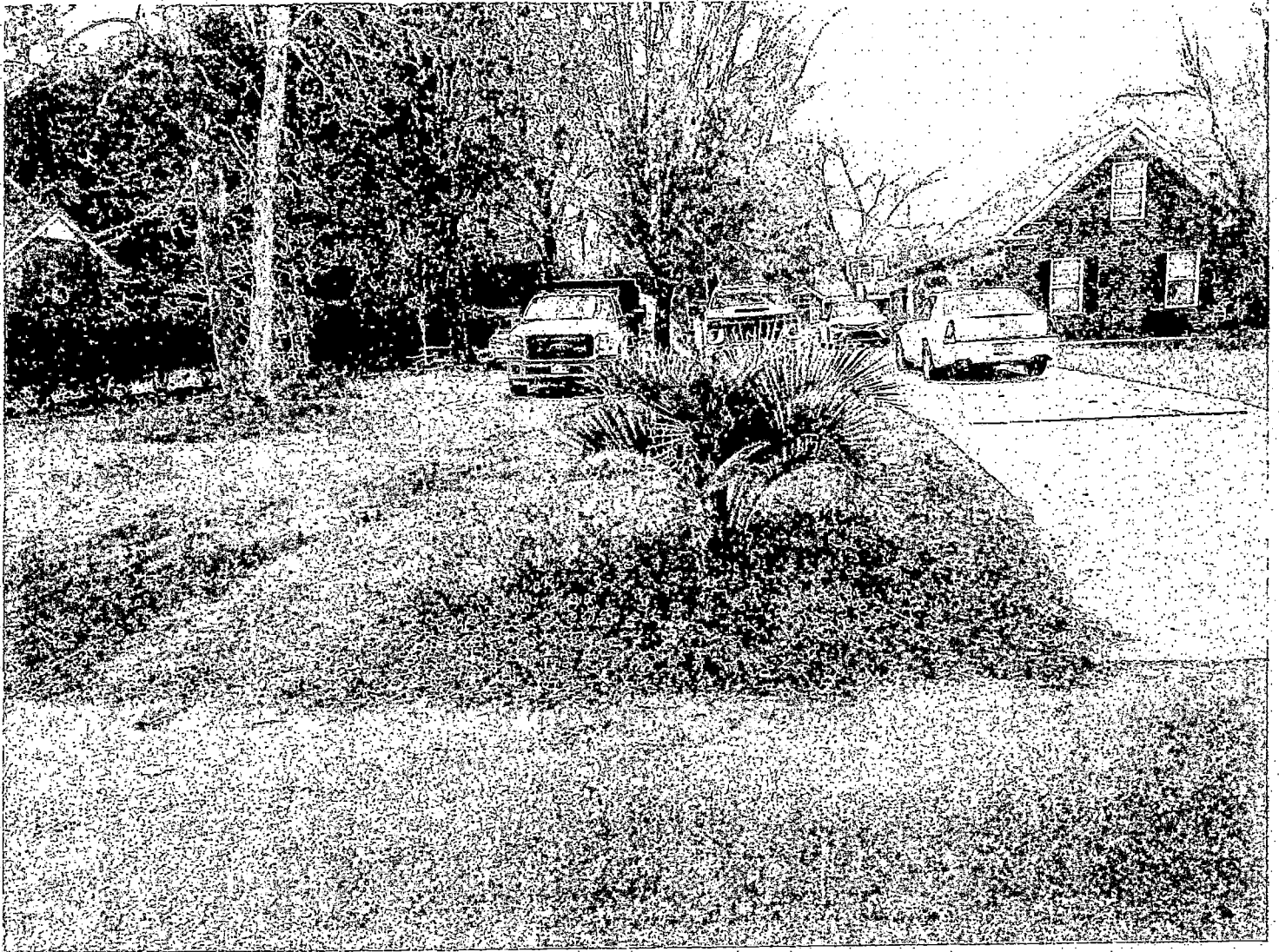
*live oak*

Wood side

2<sup>nd</sup> White work truck

6



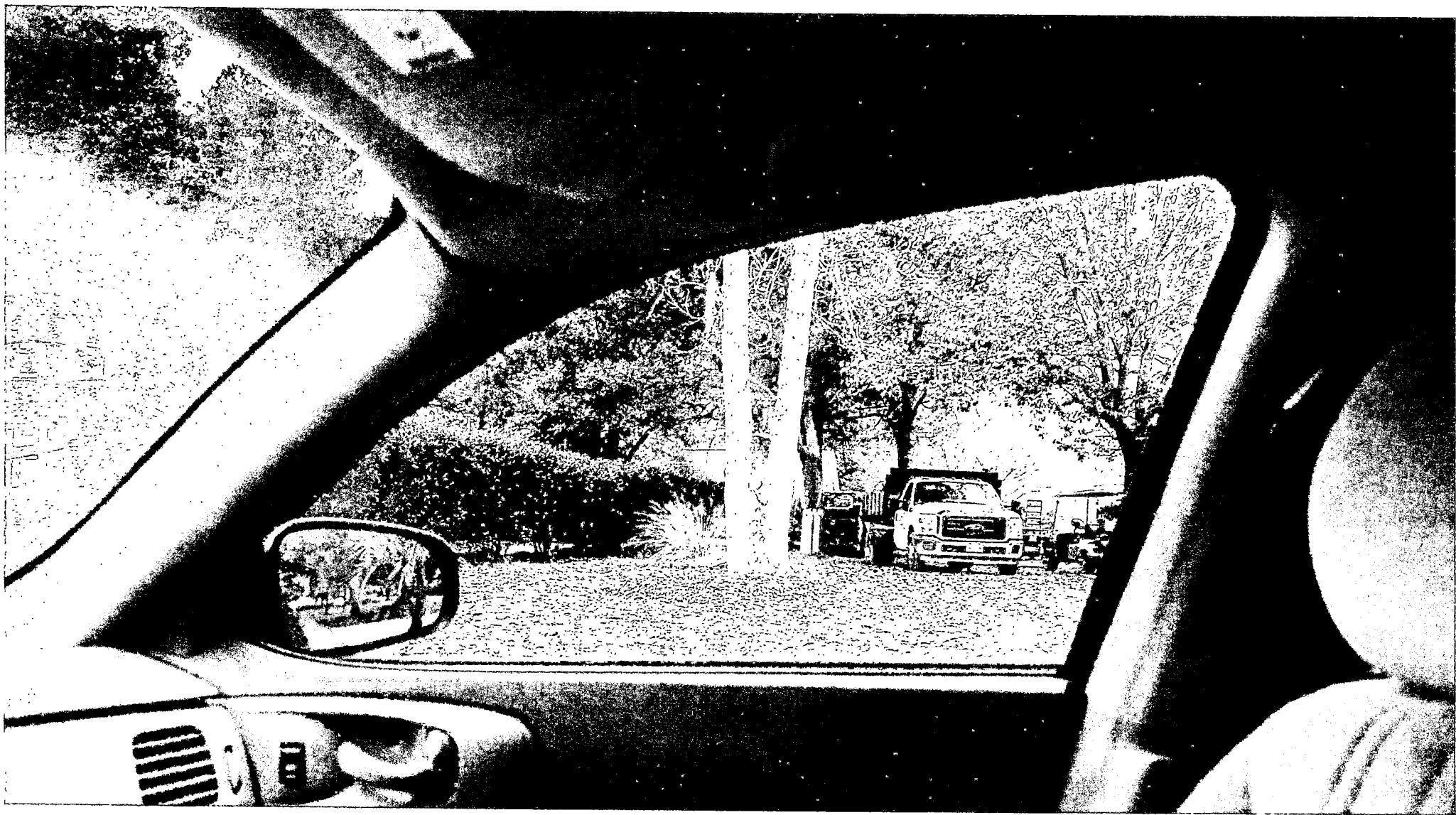


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7c



**FOR SALE**  
BEACH & RIVER  
HOMES  
Sid Ackerman  
854.312.4018

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Outlook

Search

Meet Now

New message

Reply Delete Archive Junk Sweep

Favorites

Drafts 220

Katlin Cox

Inbox 994

Add favorite

Folders

Inbox 994

Junk Email 817

Drafts 220

Sent Items

Deleted Items 8

4TH OF JULY

Adjustable Bed 4

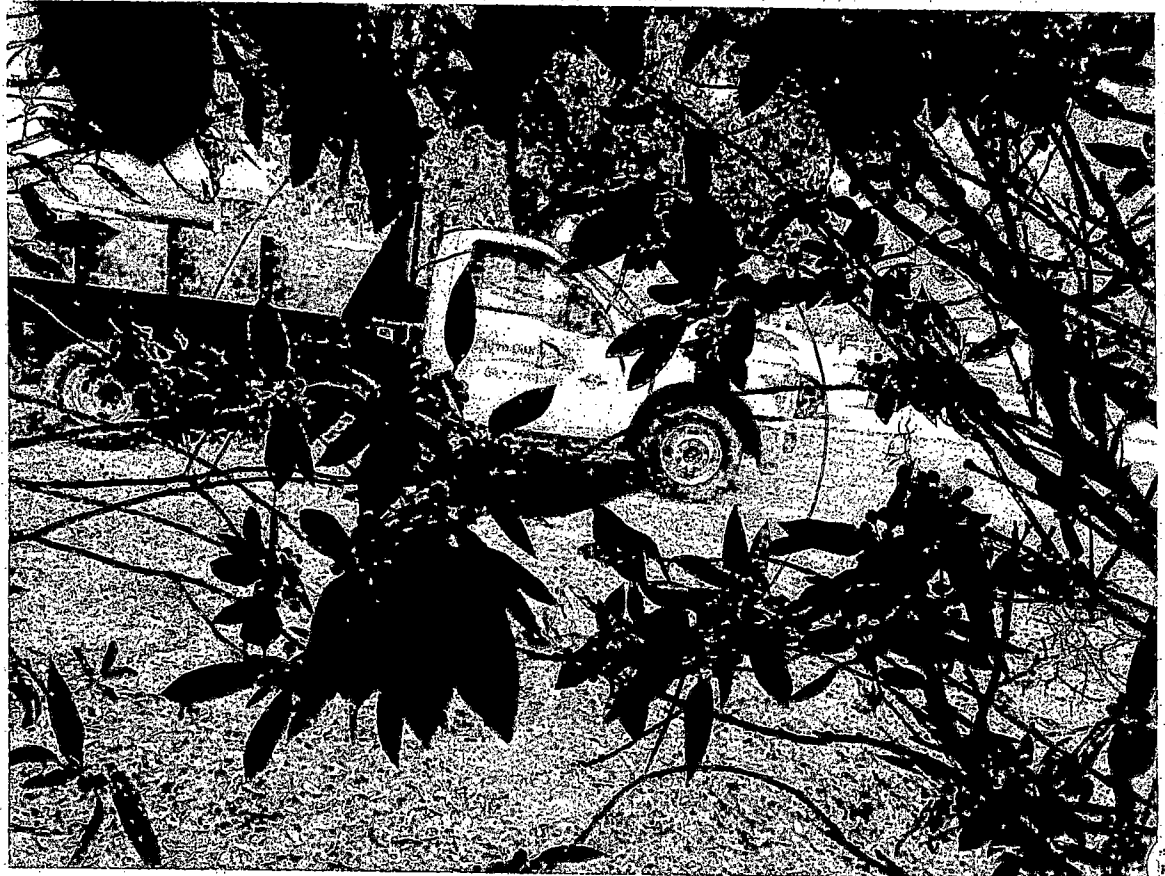
Notes

allan prichard

LOE (5-2-21) 4:45pm

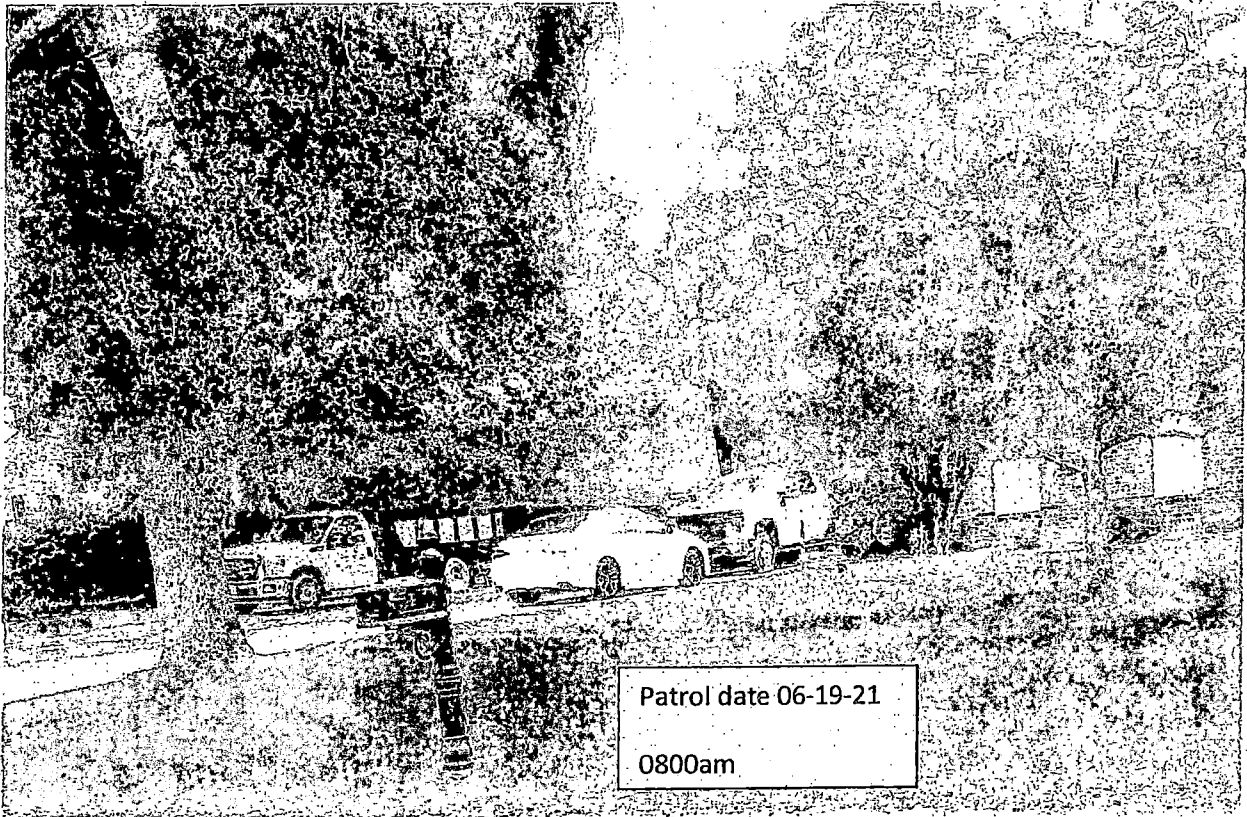
sandra steiner  
Sun 5/2/2021 5:08 PM  
To: You

Navigation icons



10

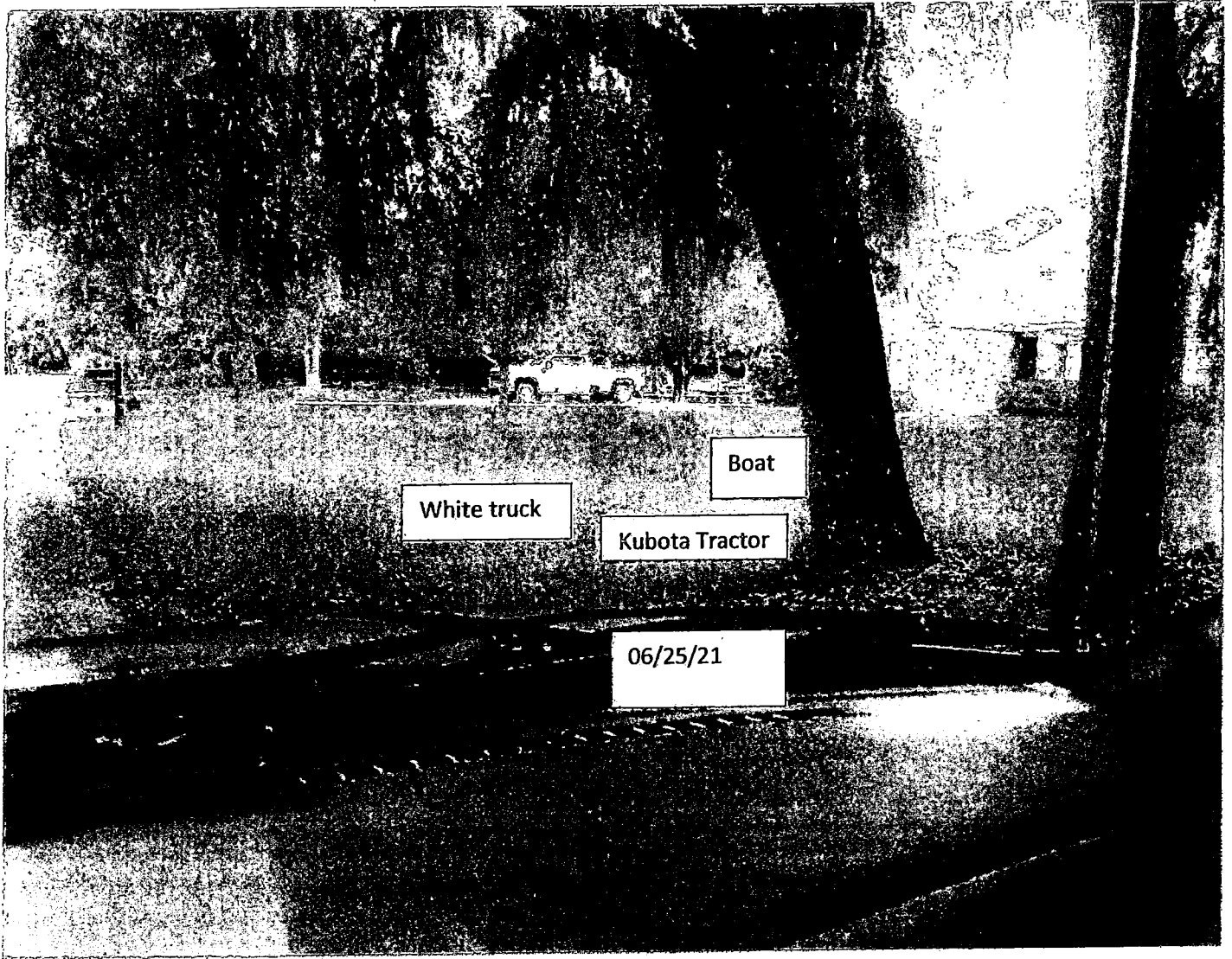
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Patrol date 06-19-21  
0800am

6/21

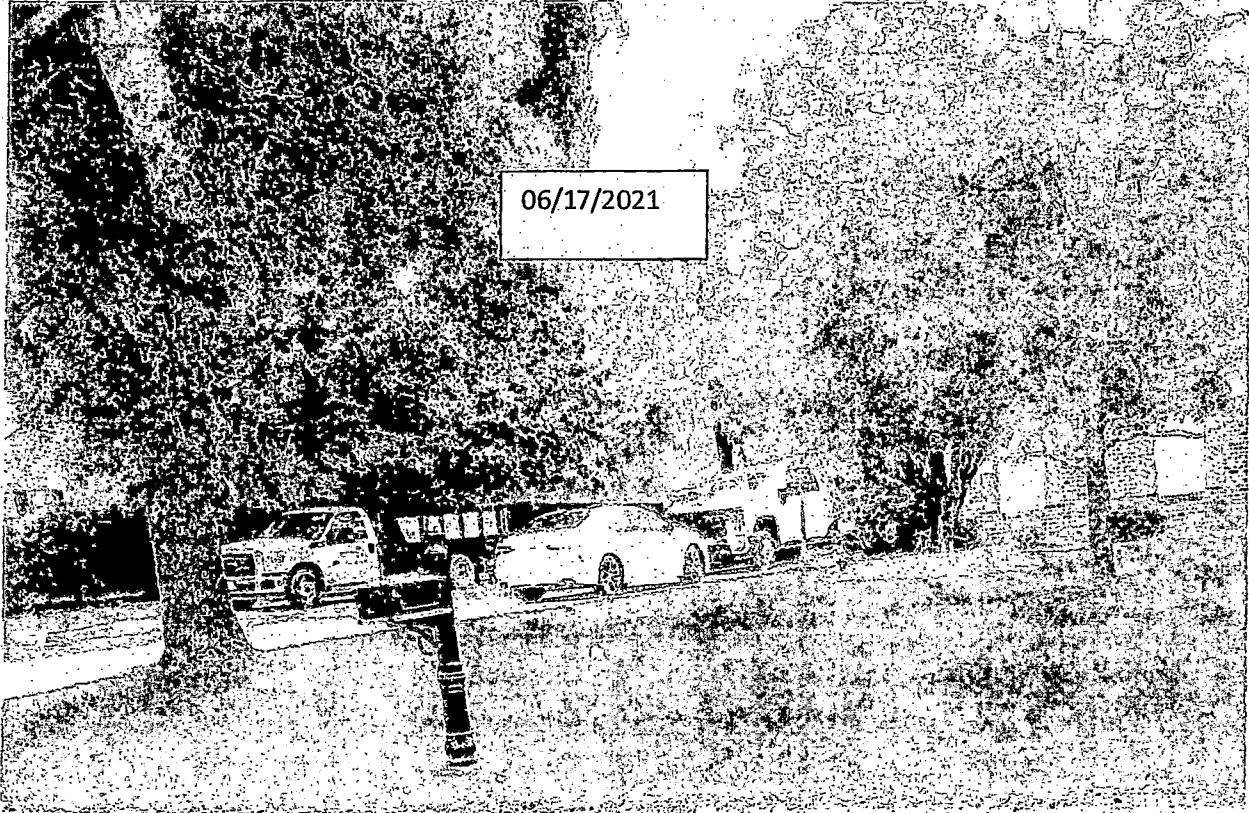
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6/25

11 AM

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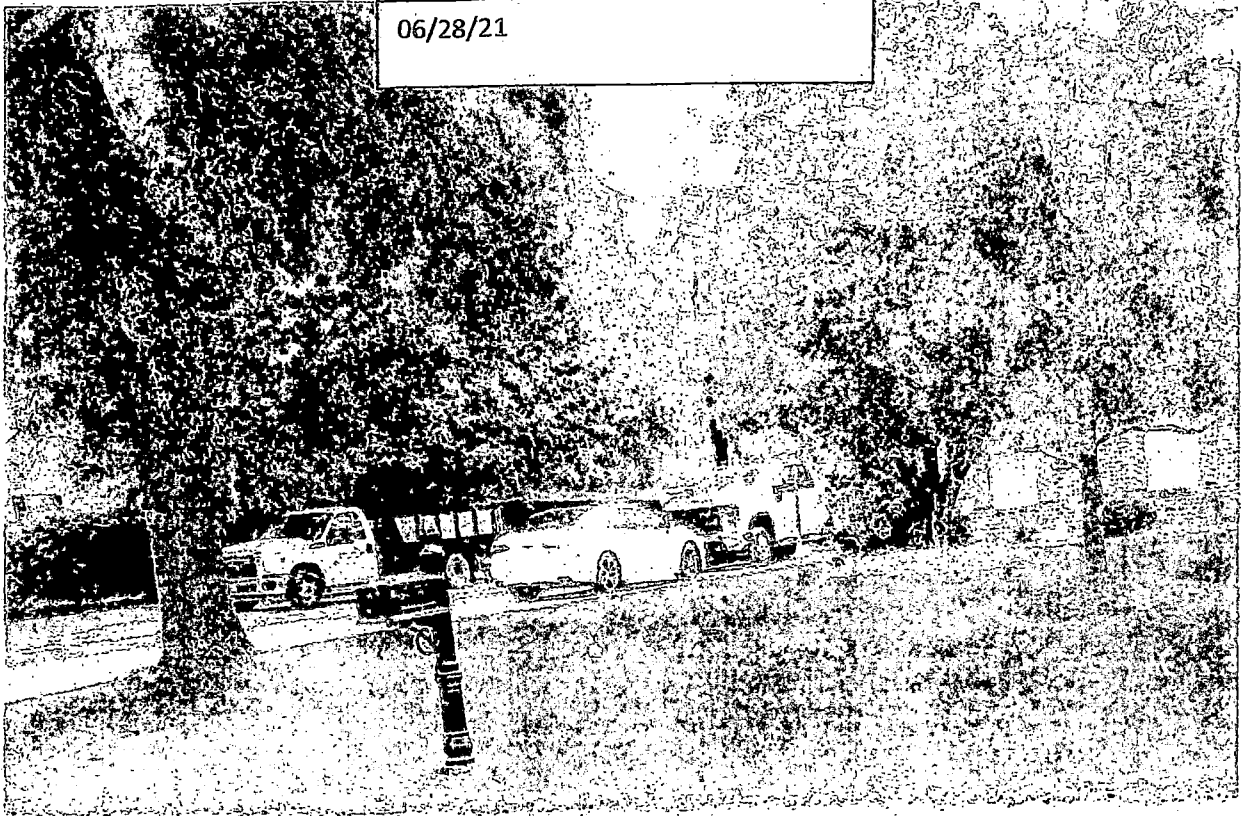


06/17/2021



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06/28/21

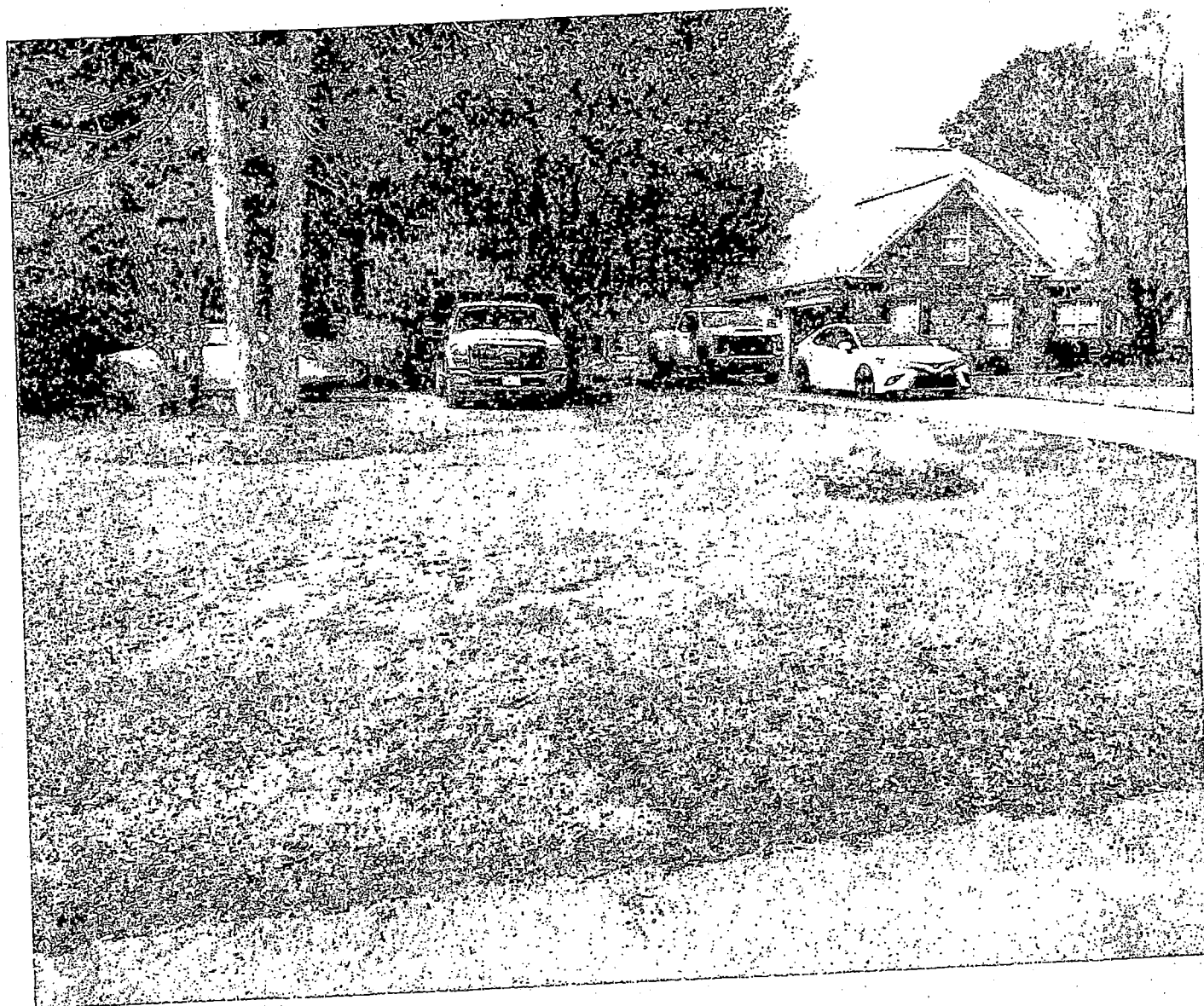


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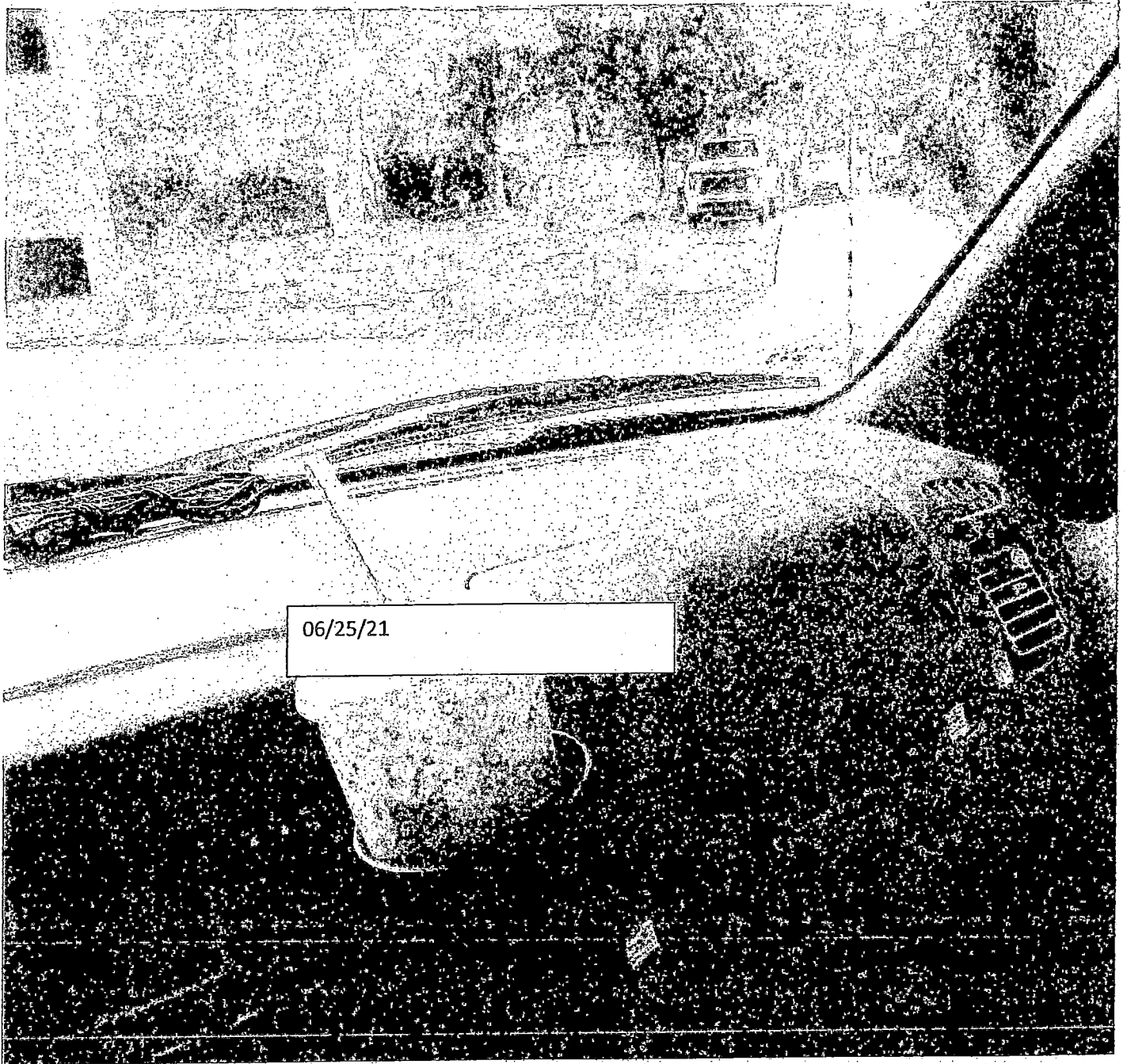
Mail - Bill Steiner - Outlook

11/20/2020

output.jpg  Download  Full screen  Print  Save to OneDrive

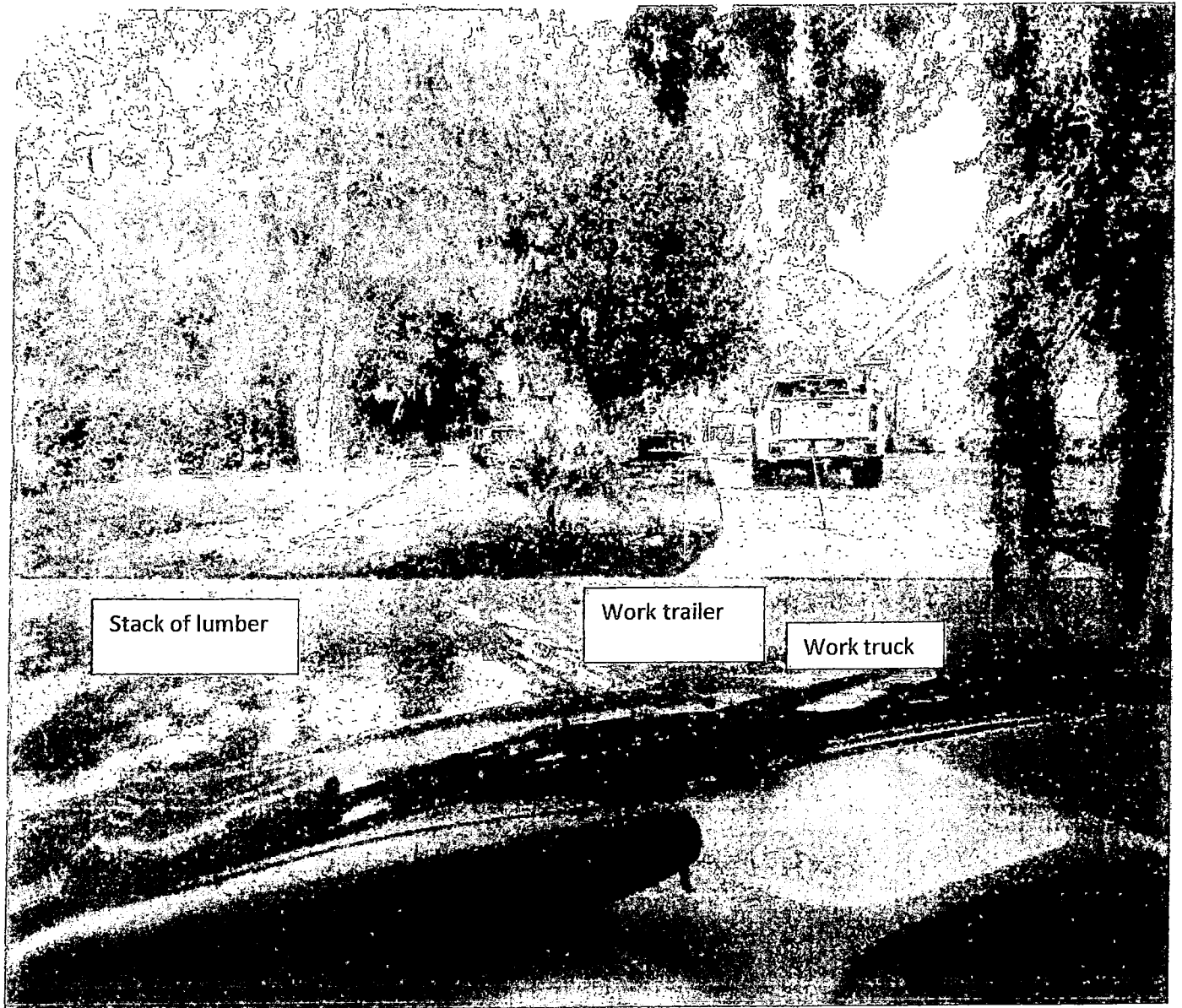


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06/25/21

17



Stack of lumber

Work trailer

Work truck

18



Stack of lumber

Metal Trailer





Small white car

06/16/2021  
6:00AM

19

11/20/2020

Mail - Bill Steiner - Outlook

output.jpg  Download  Full screen  Print  Save to OneDrive

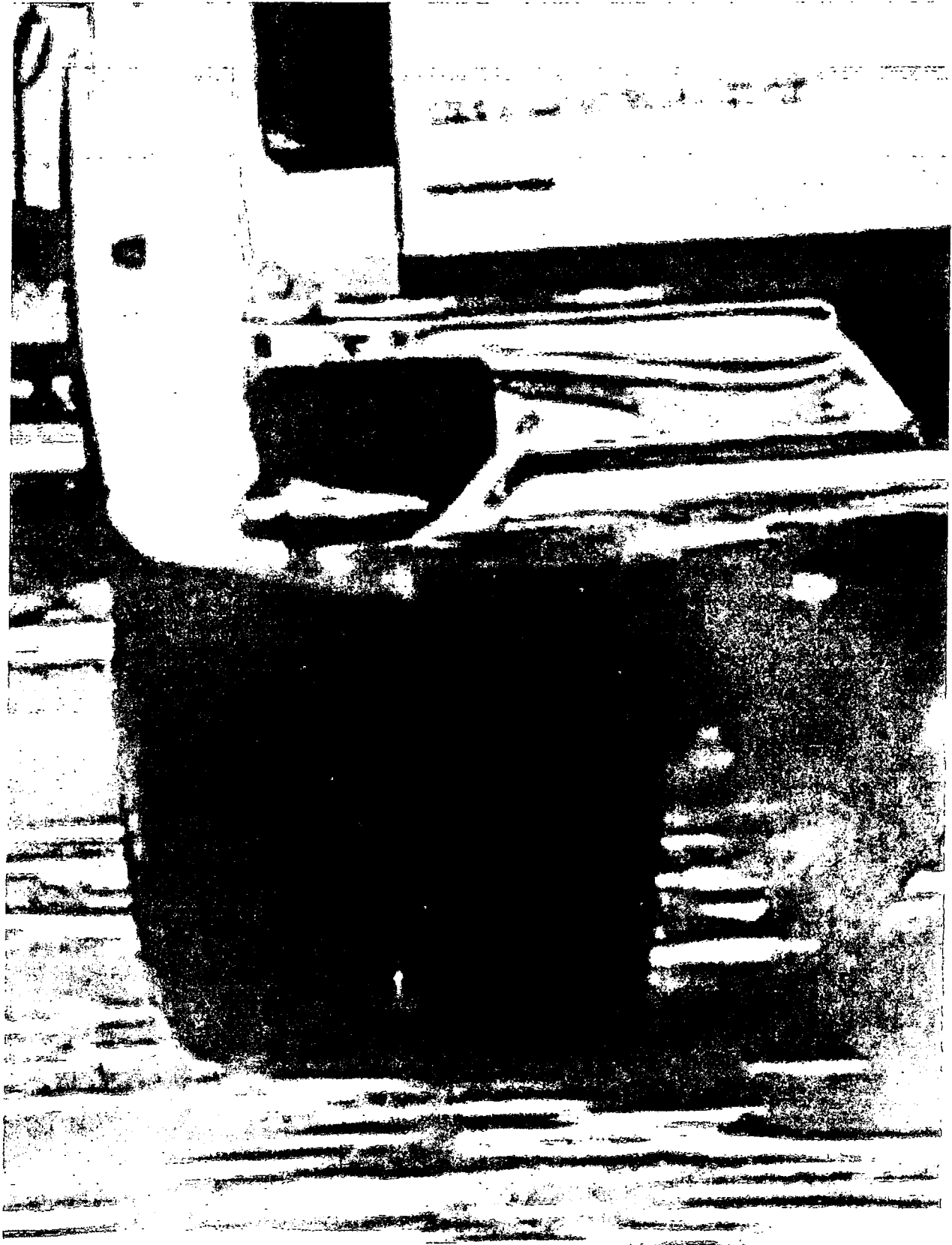


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2023-CP-22-00410  
RE CASE 410, 7/20/23

Judge Hyman,

I enclose recent pictures of Live Oak Excavation Company taken between 5/25/23 and 6/2/23. I also include papers showing that I attempted to have legal representation. After almost two years, I received no legal feedback, orally or written, on anything (including a statute of limitation). After I asked to see emails he sent to Judge Crosby, and billed me, I have not heard from him.

Thank you for allowing me to rebut the motion to dismiss.

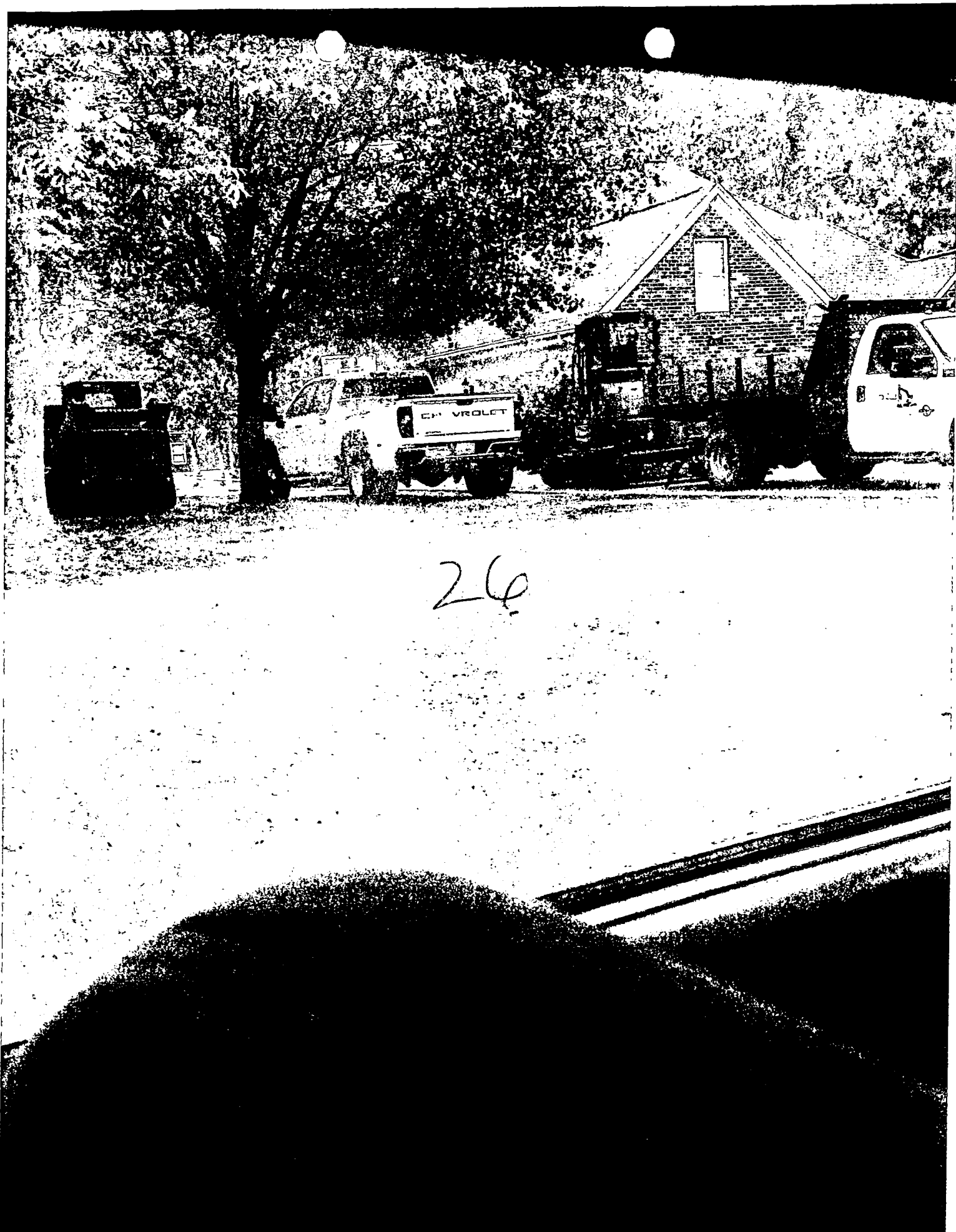
Respectfully,

Bill Steiner

FILED  
GEORGETOWN COUNTY, S.C.  
2023 JUL 13 AM 9:45  
ALMA Y. WHITE  
CLERK OF COURT

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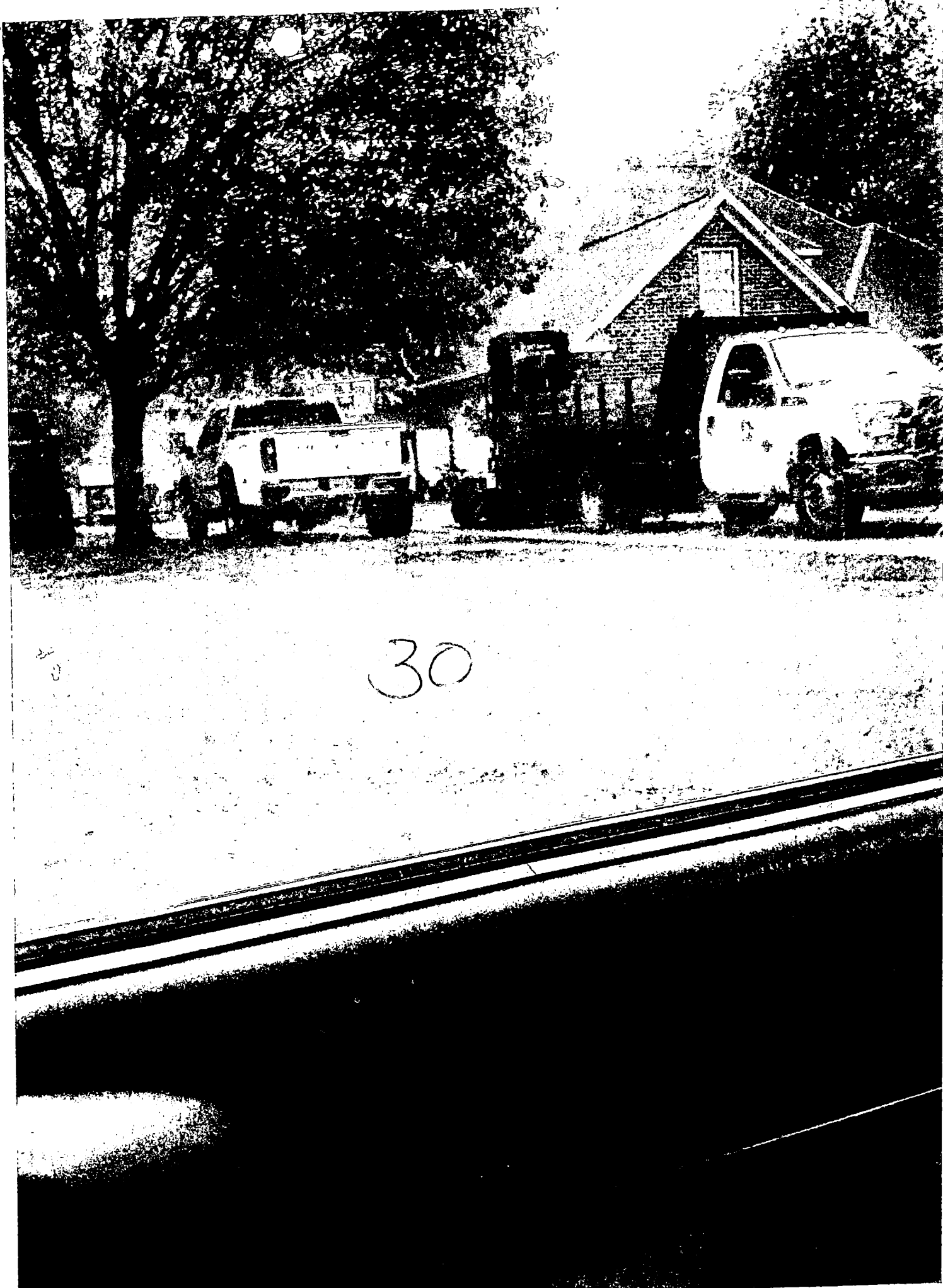


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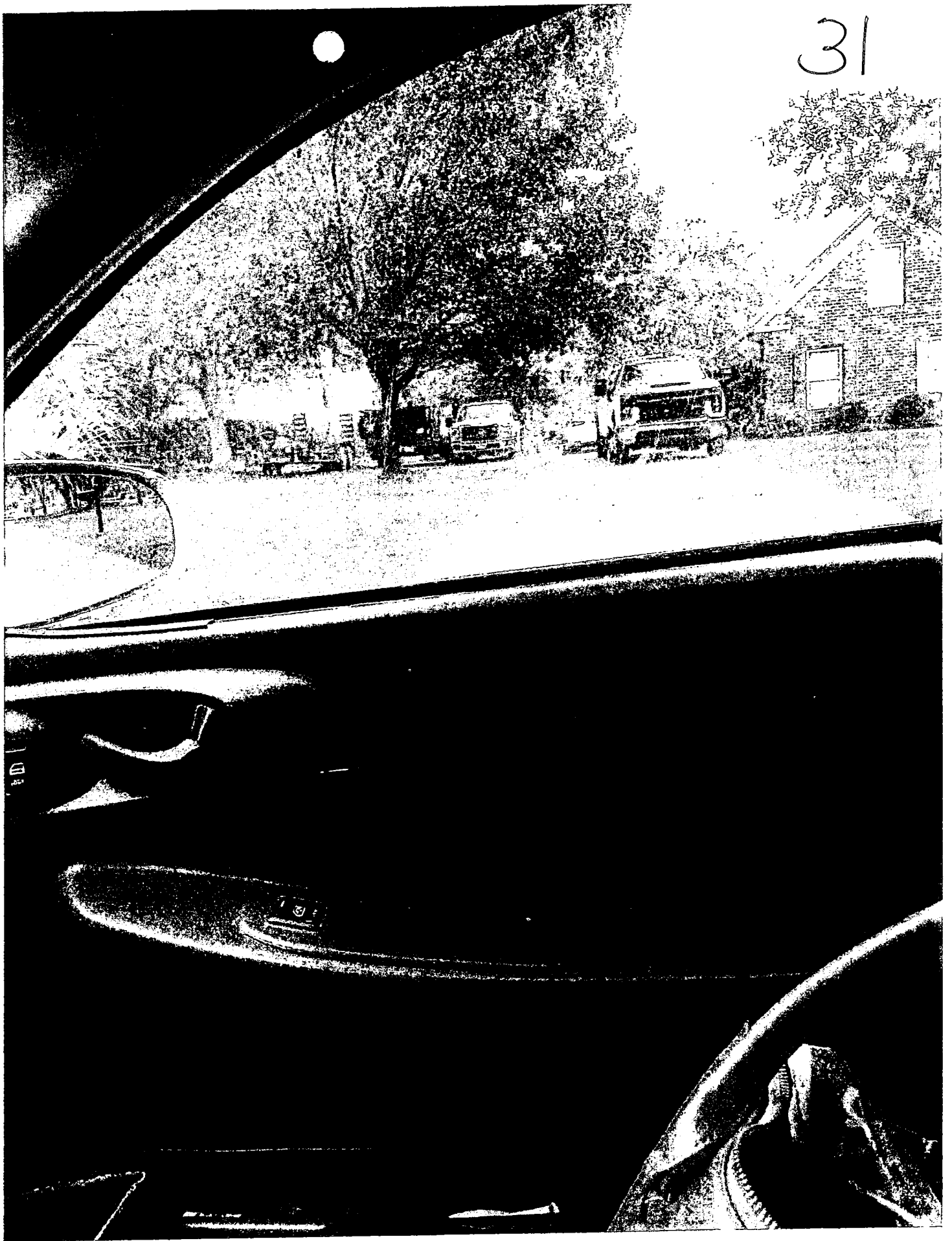


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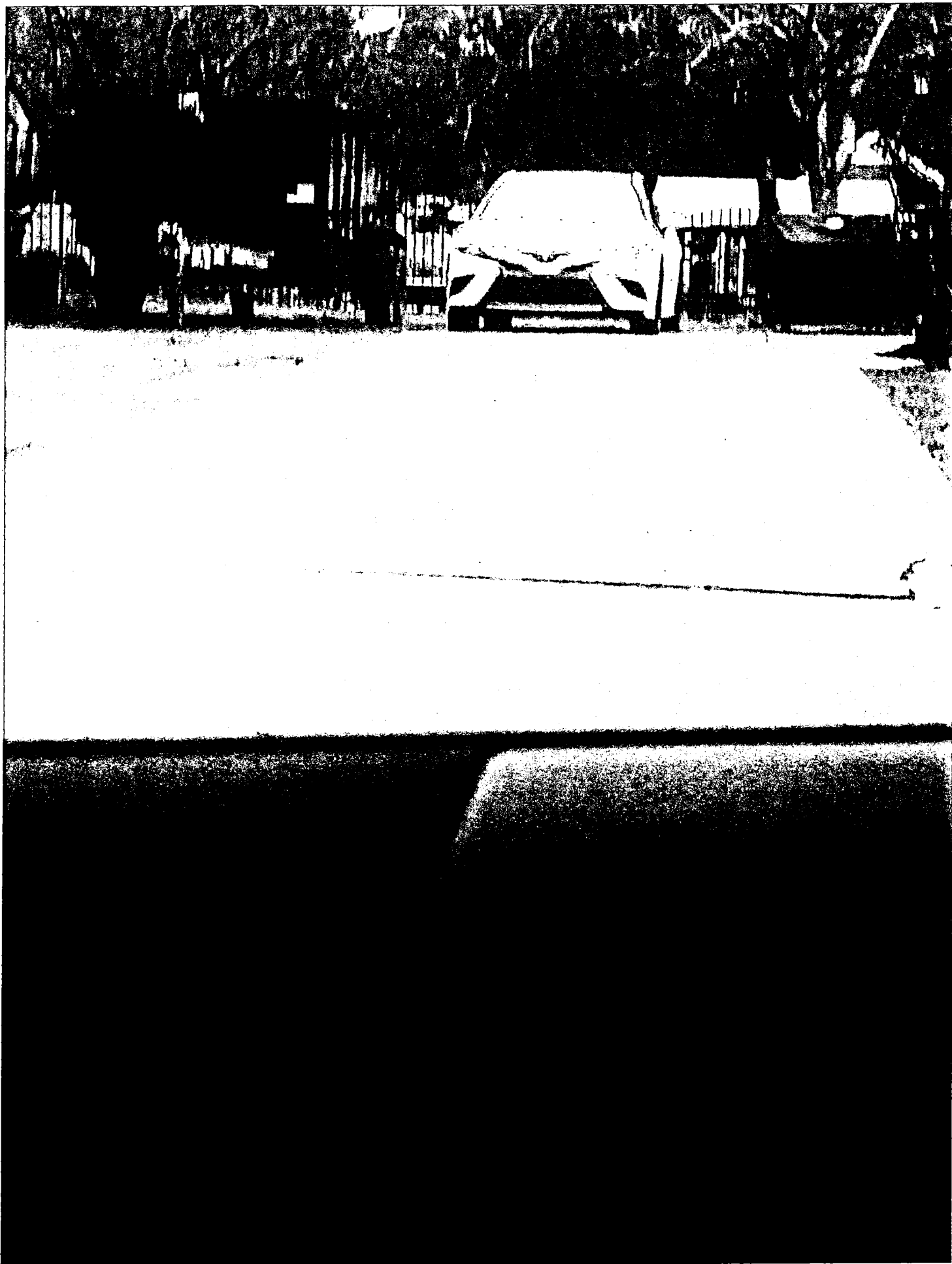
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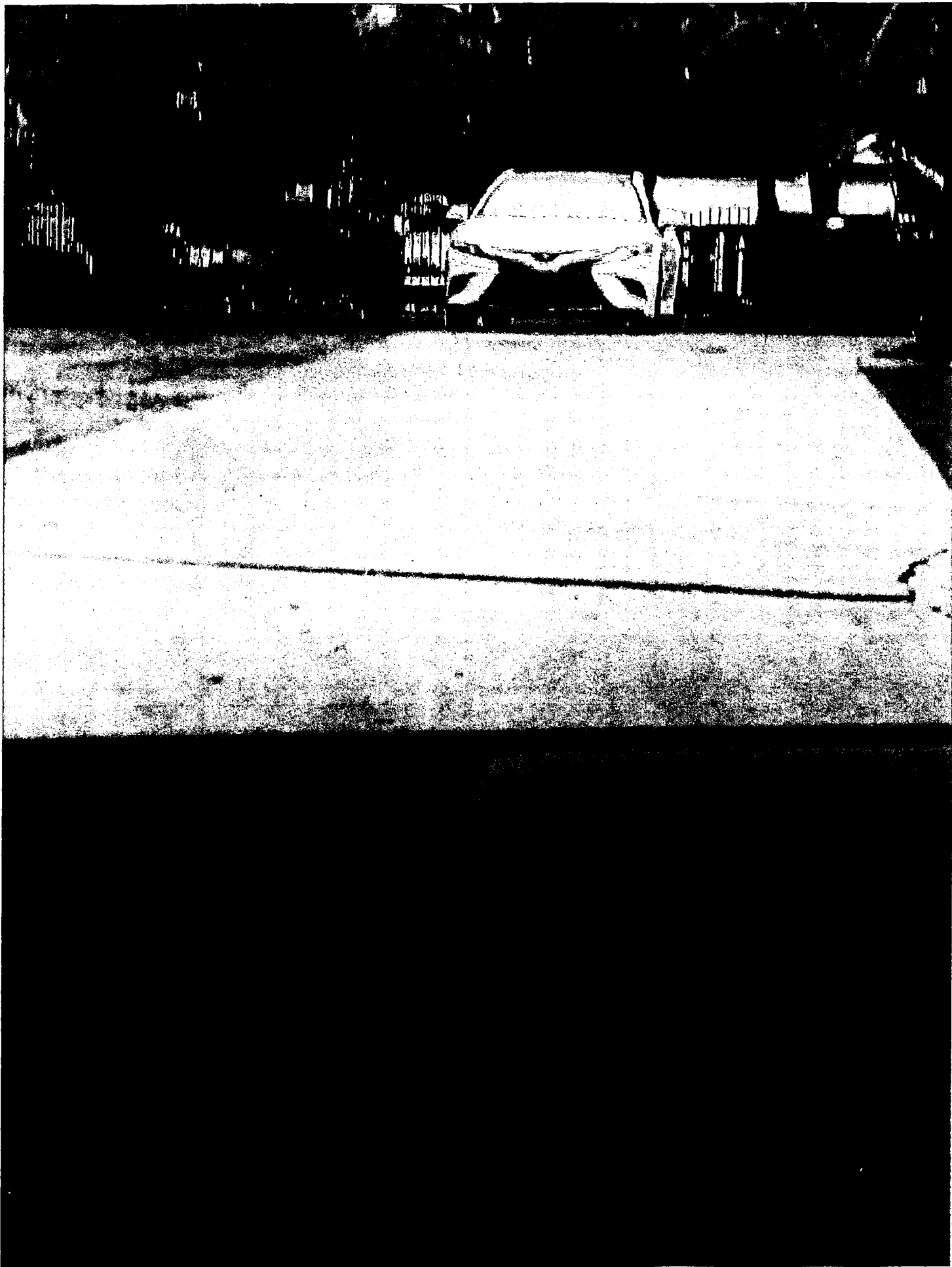
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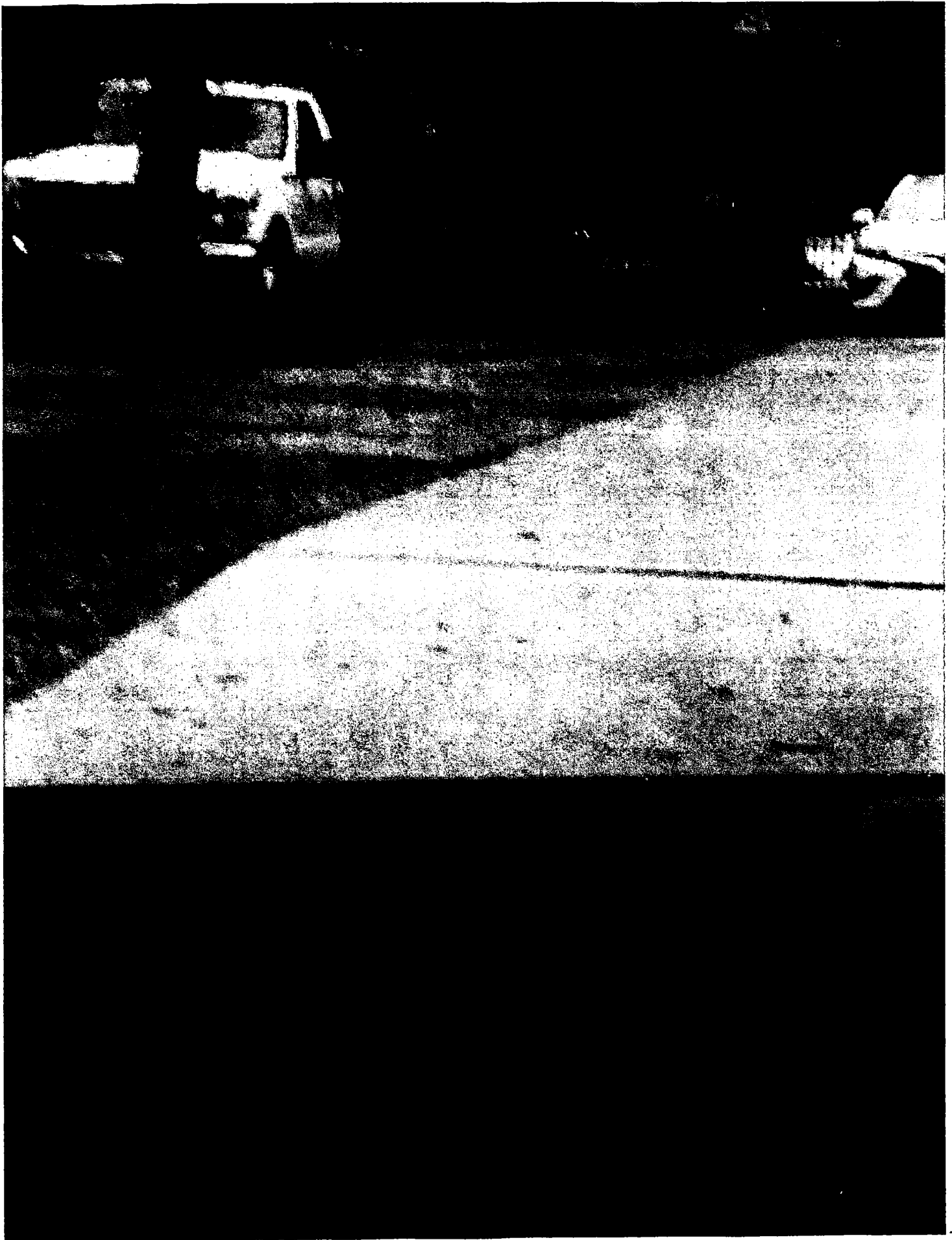
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2-5-24





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25-24

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2021



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2-5-24

PROOF OF SERVICE OF APPEAL

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

RECEIVED

FEB 15 2024

SC Court of Appeals

-----  
APPEAL FROM GEORGETOWN COUNTY  
Court of Common Pleas  
Judge Alex Hyman, Circuit Court Judge

-----  
Case No. 2023-cp-22-00410  
-----

William Steiner

Appellant

v.


Wedgefield Plantation Association,  
Johnathan Rutstein, President

Respondent

-----  
PROOF OF SERVICE  
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I certify that I have served the appeal of the above case on Wedgefield Plantation by depositing a copy in the United States Mail, certified postage, on February 14, 2024, addressed to their attorney, Ford Thrift, 145 King Street, Suite 500, Charleston, SC 28401.

February 14, 2024

  
William Steiner, Pro-se  
180 Live Oak Lane  
Georgetown, SC 20440  
843-546-6143

U.S. MAIL  
**CERTIFIED MAIL**  
9589 0710 5270 1009 8921 50

Mr. William Steiner  
180 Live Oak Ln  
Georgetown, SC 29440

**Retail**  
U.S. POSTAGE PAID  
PM  
GEORGETOWN, SC 29440  
FEB 14, 2024  
**\$15.40**  
R2304M111503-03  
RDC 03

**RECEIVED**  
FEB 15 2024  
SC Court of Appeals

*South Carolina Court of Appeals*  
*1220 Senate Street*  
*Columbia, SC 29201*