

PP

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
Wedgfield Plantation Association,	)	William Steiner
Johnathan Rutstein, President	)	APPELLANT
Defendant	)	<b>RECEIVED</b>
-----	)	MAR 04 2024
	)	SC Court of Appeals

A. TABLE OF CONTENTS  
Seven Exhibits

- EXHIBIT 1: LIABILITY OF DIRECTORS OF NONPROFIT CORPORATIONS IN SOUTH CAROLINA
- EXHIBIT 2: RULES, POLICIRS, AND REGULATIONS SUBJECT TO INFORCEMENT BY WEDGEFIELD HOA AND STATE LAWS TO INSURE COMPLIANCE
- EXHIBIT 3 TRANSCRIPT OF HEARING OF 2023-CP—22-00410- STEINER V WEDGEFIELD
- EXHIBIT 4 REASONS FOR MOTION TO APPEAL
- EXHIBIT 5: CIVIL ACTION 2023-CP-22-00410
- EXHIBIT 6: BOARD MEETING MINUTESAND LETTERS TO THE HOA AND THEIR ATTORNEY
- EXHIBIT 7: PICTURES OF LIVE OAK EXCAVATION COMPANY’S SUPPLY AND EQUIPMENT DEPOT AT 127 LIVE OAK LANE GEORGETOWN, SOUTH CAROLINA

B. STATEMENT OF THE ISSUES ON APPEAL

Does the statute of limitations apply to Steiner v Wedgfield?

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'.

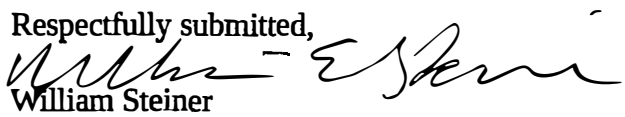
The Novis case was characterized by the contractual agreement that contained two completely different obligations. In that case, the S.C. Supreme Court rejected the theory that a continuing breach applied to the facts. "Nevertheless, in a contract action, the Court held it was the intent of the parties 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>, 6<sup>th</sup>. 7<sup>th</sup>. Covenants, in regard to Live Oak Excavation, as well as the Covenants, Rules, and Policies, 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. Since the statute of limitations begins after the event ends, that time has not yet 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. The actions of judge Hyman in suppressing my arguments about Judge Crosby violating Section 830, not an implied covenant of good faith, and other actions, far exceeds the appearance of conflict of interest, and should far outweigh any failure of my plea to conform to rule 208.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'William Steiner', written in a cursive style.

William Steiner

Appellant, pro-se

March 1, 2024

PROOF OF SERVICE OF APPEAL

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THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

MAR 04 2024  
SC Court of Appeals

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

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Case No. 2023-cp-22-00410

William Steiner

Appellant

v.

Wedgefield Plantation Association,  
Johnathan Rutstein, President

Respondent

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PROOF OF SERVICE

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~~ <sup>March 2,</sup> addressed to their attorney, Ford Thrift, 145 King Street, Suite 500, Charleston, SC <sup>WES</sup> 28401.

~~February 14, 2024~~

March 2, 2024

WES

*William E Steiner*

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

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



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*PO Box 11629*  
*Columbia, SC 29211*

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**ATTENTION:** *Jenny Abbott Kitchings, Clerk*

