

FORM 14
BRIEF OF THE APPELLANT

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

Alex Hyman, Circuit Court Judge

Case No. 2023-CP-22-00410

RECEIVED

MAR 18 2024

SC Court of Appeals

William Steiner


Appellant,

v.

Wedgefield Plantation Association

Respondent.

BRIEF OF THE APPELLANT


William Steiner
180 Live Oak Lane
Georgetown, SC 2944
Pro-se

STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN FINDING THIS ACTION WAS BARRED BY THE STATUTE OF LIMITATIONS?
2. DID THE TRIAL COURT ERR IN ALLOWING THE DEFENDANTS USE OF THE BUSINESS JUDGMENT RULE TO OVERRIDE THEIR DUTY OF CARE AS REQUIRED BY STATE LAW?

STATEMENT OF THE CASE

I, William Steiner, brought this case alleging Wedgefield Plantation Association failed to abide by their responsibility to enforce the rules, covenants, and policies of the Association. The action was tried on July 20, 2023.

STANDARD OF REVIEW

Erroneous.

ARGUMENTS

1. The 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 'continuous breach theory'.

The Novis case was characterized by a continual contract agreement that contained two completely different obligations. In that case the S.C. Supreme Court rejected the theory that a continuing breach applied to those 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 5th, 6th and 7th covenants, as well as all of those listed in exhibit 2 was not an "event" nor was the complaint based on an event. Live Oak Excavation Company has operated at 127 Live Oak Lane continuously from 2018 to the present. I submitted photographic and other evidence of this up to the week of the hearing (exhibit 7). This is a breach of the HOA enforcement agreement by allowing and even assisting violation of the covenants, rules, and policies of Wedgefield Plantation. 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 those rules listed in exhibit 7, but failed to perform with the required duty of care (exhibit 1). Defendant made no attempt to show that the operation of this company did not violate the rules. If they could they would have answered my letter of 6/17/20(exhibit 6, pg.19). Yet they take the position that it may operate because I missed the statute of limitations, and the Court agrees.

2. DUTY OF CARE

On September 30, 2019, I received a letter from Judge Crosby on behalf of the Wedgefield Property Owners Association (exhibit 6, pg. 2), directing me to have no further communications with the POA. This prohibition was permanent. I attempted to reestablish communications when a new board was elected on December 2, 2021 (exhibit 6, pg.23), but I received no answer. This violation of my rights as a member is covered in the By-Laws, Article IV -MEMBERSHIP: "Membership shall be appurtenant to and may not be separated from ownership of any lot...". (exhibit 2, no.16). As a minimum, this is a violation of S.C.Code, Section 33-31-830 (exhibit 2, no. 13) as well as S.C.App Ct rule 407-1.2 (no.12). In the hearing (exhibit 3), I attempted to bring this to the Court (pg. 13, line 9). Defense had claimed these actions were permissible under the business judgment rule citing the case Fisher v. Shipyard Village. When I attempted to correct this interpretation by reading what the Supreme Court said, Judge Hyman said he could read it (pg.14, line 2). If he read it, he did not weigh it in his decision to dismiss. "The business judgment rule should only apply when the board acts within its authority, without corrupt motives, and in good faith".

CONCLUSION

For the reasons stated, this court should reverse the judgment of the circuit court.

March 12, 2024

Respectfully submitted,

William S Steiner

William Steiner. Pro-se
180 live Oak Lane
Georgetown, SC 29440
843-546-6143

PROOF OF SERVICE OF APPEAL

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Appellant

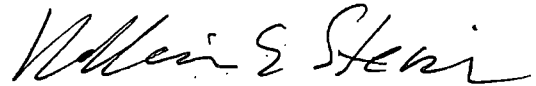
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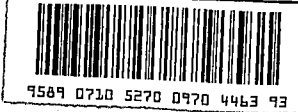
Respondent

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 March 13, 2024, addressed to their attorney, Ford Thrift, 145 King Street, Suite 300, Charleston, SC 28401.

March 13, 2024


William Steiner, Pro-se
180 Live Oak lane
Georgetown, SC 29440
843-546-6143

Steiner
180 Live Oak Ln
Georgetown, SC 29440



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