EXHIBIT 9

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
	)	
Queens Grant Regime, II, Inc., Horizontal Property Regime,	)	Civil Action No.: 2024-CP-07-00156
	)	
Plaintiff,	)	
	)	
v.	)	**DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF SUPERSEDEAS**
	)	
Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a Top Tracer Golf,	)	
	)	
Defendants.	)	

Defendants Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a Top Tracer Golf, by and through its undersigned counsel and pursuant to Rule 241 of the South Carolina Appellate Court Rules and the South Carolina Court of Appeals directive that this Court hold an expedited hearing on Defendants' Petition for a Writ of Supersedeas, respectfully submit the following:

FACTS/PROCEDURAL BACKGROUND

Plaintiff alleges that Defendants' operation of a golf course driving range on Hilton Head Island (Beaufort County), South Carolina allows golf balls to pass onto Plaintiff's property, resulting in trespass, property damages, and an unreasonable risk of physical injury. (See Compl.) Plaintiff alleges that for many years, the driving range and condominiums coexisted without issue until 2021, when Defendants incorporated TopTracer technology into the driving range, which uses image sensors to track golf balls in flight and provide users with more data and a platform for virtual games and training modes. (See id. ¶ 8.) Plaintiff alleges that this has attracted a larger crowd to the driving range, including serious, casual, and first-time golfers and, as a result, significantly increased the number of errant shots that exit the range over the protective netting.

(See id. ¶¶ 10-12.)

In response to Plaintiff's complaints, Defendants took numerous measures and precautions to limit the number of errant golf balls that pass onto Plaintiff's property, including:

1. raising the height of the netting that borders the properties from fifty (50) to seventy (70) feet in October 2021, at a cost of $373,000;
2. installing new "tee-less" hitting mats to limit a hitter's ability to hit an errant golf ball onto Plaintiff's property in May 2022, at a cost of $12,681; and
3. replacing their range balls with "Flight Restricted" golf balls in March 2023, at a cost of $28,000.

(See **Exhibit 1**, Second Franseen Affidavit, ¶ 4.) As a result of these changes, errant golf balls passing onto Plaintiff's property dropped by roughly 80%, from a daily average of nearly 55 balls a day between May and September 2021, to roughly 9.9 balls a day for the same months in 2023. (See id. ¶ 3 and attached Ball Flight Data.) The number of errant golf shots in the summer of 2023 is comparable to the level that existed prior to the implementation of TopTracer. (See **Exhibit 2**, Marra Affidavit, ¶¶ 3-5.) Even with this substantial reduction, Plaintiff nevertheless filed suit on January 23,2024, seeking monetary damages and a permanent injunction requiring Defendants to cease operations and filed a Motion for a Temporary Restraining Order the next day.

A hearing was held on Plaintiff's Motion for Temporary Restraining Order in 2024 and this Court indicated that it would not shut down Defendants' business but agreed that more needed to be done to reduce the number of errant golf balls and ordered the parties to mediation. A December 2024 mediation between the parties resulted in an impasse. Afterward, Defendants sent Plaintiff a written, detailed post-mediation settlement proposal outlining additional steps Defendants could take to further reduce errant golf balls. Plaintiff did not respond to Defendants, did not offer any counterproposal or settlement terms, and instead sought injunctive relief.

This Court ultimately granted Plaintiff's Motion and, on February 13, 2026, entered an

Order Granting Temporary Injunctive Relief and Setting Rule 65(c) Bond requiring Defendants to cease certain operations relating to the driving range for a period of sixty (60) days beginning on January 15, 2026 (and seemingly ending on March 15, 2026). (See 2/13/2026 Order.) The February 13 Order also required Plaintiff to post a Rule 65(c), SCRCP, bond in the amount of seventy-five thousand dollars ($75,000.00) and was to take immediate effect upon the payment of the bond. (See id.) By March 14, 2026, which was a day before the suspension period (as written within the Order) was to end, Defendants served and filed a Notice of Appeal with the South Carolina Court of Appeals seeking review of the February 13 Order. At that point, no bond had been posted, and the Order was not operative. Defendants served and filed its Notice of Appeal in the abundance of caution.

On March 20, 2026, four days after the day the sixty (60) day period expired, Plaintiff filed a Notice of Posting Injunction Bond. (See 3/20/2025 Notice.) Contemporaneously, Plaintiff also filed a Motion to Modify the February 13 Order pursuant to Rule 62, SCRCP, arguing that the February 13 Order contains a "clerical error" and requested the trial court alter the effective date of the temporary injunction from January 15, 2026, to March 30, 2026. (See 3/20/2025 Motion to Modify.) On March 30, 2026, this Court entered an Amended Order Granting Temporary Injunctive Relief and Setting Rule 65(c) Bond, ordering that the sixty (60) day suspension period now began on March 20, 2026. (See 3/30/2026 Amended Order.)

STANDARD OF REVIEW

While Rule 241(a) of the South Carolina Appellate Court Rules generally provides for an automatic stay of matters decided in the order on appeal, Rule 241(b)(8) provides that orders granting an injunction are not subject to the general rule. In cases subject to an exception, Rule 241(c), SCACR, allows for a party to move for an order imposing a supersedeas of matters decided

in the order on appeal. In determining whether to grant supersedeas pursuant to Rule 241, the court "should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot." Rule 241(c)(2), SCACR. "The purpose of a supersedeas is to stay proceedings in the trial court, to preserve the status quo pending the determination of the appeal, and to preserve to appellant the fruits of a meritorious appeal where they might otherwise be lost to him." Graham v. Graham, 301 S.C. 128, 130, 390 S.E.2d 469, 470 (Ct. App. 1990) (quoting 83 C.J.S. Supersedeas § 8 at 896 (1953)). The granting of this relief under the Rule does not affect the validity of the order until the order is reversed or modified by the appellate court. See Rule 241(c)(4), SCACR.

LAW/ANALYSIS

Defendants respectfully request this Court grant its Petition for Supersedeas and stay the March 30 Order until such time as the issues raised by Defendants in their appeal may be resolved to prevent any further wrongful curtailment of Defendants' business operations.

I. SUPERSEDEAS IS NECESSARY TO PRESERVE THE JURISDICTION OF THE APPEAL AND TO PREVENT A CONTESTED ISSUE FROM BECOMING MOOT.

Defendants submit that supersedeas is necessary to preserve the jurisdiction of the appeal due to the fact that the suspension period would have run its course, and the damage to Defendants would be done, before initial briefing is completed, rendering the appeal moot. Indeed, if the injunction is limited to a 60-day period, the injunction will end before initial briefing with the Court of Appeals is completed.

The South Carolina Court of Appeals was vested with exclusive jurisdiction over the issues presented in Defendants' Notice of Appeal. See, e.g., Rule 205, SCACR. Specifically, Defendants argue that the temporary injunction should never have been issued and Defendants are being wrongfully subjected to a curtailment of its business operations, leading to significant financial

losses. Plaintiff's conclusory argument that the issue of whether injunctive relief was properly granted remains live misses the point entirely. The issue is greater in scope. Defendants are being subjected to significant financial losses by a procedurally and facially defective Order. If supersedeas is not granted, this case will likely proceed to trial where the issues presented in the appeal may well reach a conclusion one way or the other, negating this Court's jurisdiction before it may issue an opinion.

Likewise, supersedeas is necessary to prevent these hotly contested issues from being rendered moot. Defendants have consistently and vigorously challenged the "low or nominal bond" of $75,000. If supersedeas is not granted, Defendants' only remedy will be the inadequate "low or nominal bond", and Defendants' appeal over the same will be rendered moot insofar as it would be impossible to go back and have a larger bond issued.

Accordingly, if this Court does not grant supersedeas, Defendants will lose any opportunity to have the bond reviewed by the Court of Appeals on the merits and the damage will have been done, divesting the Court of Appeals of jurisdiction and rendering the contested issues moot.

II. SUPERSEDEAS IS NECESSARY TO MAINTAIN THE STATUS QUO AND PRESERVE THE FRUITS OF A MERITORIOUS APPEAL.

The status quo for nearly sixty years has been for Defendants' driving range to be operational. Even when taking into account the Plaintiff's assertion that the issues with errant golf balls became a substantive issue in March 2021, the status quo for the last five years has been for Defendants' driving range to be operational with the TopTracer upgrades. The time for exigency has come and gone and Plaintiff's long delay in seeking relief indicates that a preliminary injunction is not proper. See Quince Orchard Valley Citizens Ass'n v. Hodel, 872 F.2d 75, 79–80 (4th Cir. 1989) ("Since an application for preliminary injunction is based upon an urgent need for the protection of [a] Plaintiff's rights, a long delay in seeking relief indicates that speedy action is

not required."). At this juncture, the status quo is for Defendants to continue operating its driving range, and supersedeas is necessary to preserve the fruits of a meritorious appeal that will otherwise be lost. See Graham, 301 S.C. at 130, 390 S.E.2d at 470

Moreover, Plaintiff's claim that it is currently subjected to a heightened risk of irreparable harm is simply false. The TopTracer data shows that any risk of harm to Plaintiff was greatly reduced well before Plaintiff ever filed suit. Indeed, affidavits presented by Defendants and verified data show that between May and September 2021, there was a total of 8,368 errant golf balls, nearly 55 a day. (See **Exhibit 1**, ¶ 3 and attached Ball Flight Data.) The uncontested and verified data further shows that errant golf balls were reduced by over 80%, to levels commensurate with the pre-TopTracer levels, by those same months in 2023. (See id.; **Exhibit 2**, ¶¶ 3-5.) Conversely, Plaintiff has shown no risk of irreparable harm. It is uncontested that no physical injuries have been reported as a result of an impact from an errant golf ball. While an injury may well be a possibility, that has always been the case on Plaintiff's property. Moreover, Plaintiff has failed to present any evidence of even recent property damage. The only evidence of property damage Plaintiff has produced consists of two repair estimates from June 2024.

The fact of the matter is that Plaintiff cannot show irreparable harm in the absence of the injunction, but Defendants have demonstrated significant and irreparable harm caused to them by the injunction and the opportunity to cure will be lost without supersedeas. Consequently, supersedeas is necessary to preserve the status quo and prevent irreparable harm to Defendants.

III. DEFENDANTS' PETITION FOR SUPERSEDEAS IS PROPERLY VERIFIED.

Plaintiff is correct in that Rule 241(d)(3), SCACR, does require that petitions for supersedeas be verified by the client. However, Plaintiff appears to misapprehend that requirement.

The requirement that a filing be verified simply means that factual matters contained in the filing are confirmed or substantiated by oath. Searcy v. S.C. Dep't of Educ., Transp. Div., 303 S.C.

544, 547, 402 S.E.2d 486, 488 (Ct. App. 1991) (quoting S.B. McMaster, Inc. v. Chevrolet Motor Co., 3 F.2d 469, 471 (D.S.C. 1925) ("It is clear that the requirement of a verification under modern codes and statutes . . . means to confirm or substantiate by oath.")). The filing itself does not necessarily need to contain the verification. The South Carolina Supreme Court has established that a separate affidavit is sufficient to satisfy any requirement that the filing be verified, so long as the attached affidavit meets the specific requirements for verification. See Rockland Indus. v. Interior Designers, Inc., 263 S.C. 338, 341, 210 S.E.2d 468, 469 (1974). While the South Carolina Appellate Court Rules do not set forth any specific requirements for verification, Rule 11 of the Rules of Civil Procedure does.

> Affidavits or verifications . . . shall be written statements or declarations by a party or his attorney of record or of a witness, sworn to or affirmed before an officer authorized to administer oaths, that the affiant knows the facts stated to be true of his own knowledge, except as to those matters stated on information and belief and as to those matters that he believes them to be true.

Rule 11(c), SCRCP.

All of the factual allegations proffered by Defendants in its Petition are taken from affidavits either previously filed or attached as exhibits hereto, that contain the affirmations required by Rule 11(c), SCRCP. Accordingly, the facts presented in Defendants' Petition are properly verified in accordance with Rule 241(d)(3), SCACR, and Plaintiff's assertions to the contrary lack merit entirely.

IV. THE "LOW OR NOMINAL" $75,000 BOND IS INADEQUATE AND FAILS TO PROVIDE SUFFICIENT PROTECTION FOR DEFENDANTS.

Indeed, the very purpose of a security bond is to provide "for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained." Rule 65(c), SCRCP. The South Carolina Supreme Court has held that nominal security bonds do not satisfy Rule 65(c) because they rely on the faulty assumption that

the injunction is improper, instead of providing an amount sufficient to protect the defendant in the event the injunction is ultimately deemed improper. See, e.g., Atwood Agency v. Black, 374 S.C. 68, 646 S.E.2d 882 (2007). Our Court of Appeals has held that the refusal to order a bond is grounds for reversal, even when an injunction requiring that a property owner cease commercial activities, and the owner had already ceased commercial activities, because payment of court and other costs should be considered under Rule 65(c). See AJG Holdings, LLC v. Dunn, 382 S.C. 43, 50, 674 S.E.2d 505, 508 (Ct. App. 2009).

The "low or nominal" bond ordered by this Court fails to provide sufficient protection for Defendants in the event the injunction is ultimately deemed improper and must therefore be increased. The verified information provided to this Court shows that between March 20, 2025, and May 20, 2025, the Range generated a total of $121,461.00 in revenue. (See **Exhibit 3**, Third Franseen Affidavit, ¶ 7.) Assuming similar figures for the same period in 2026, Defendants stand to lose that same amount during the 60-day injunction imposed by this Court from the Range alone. Indeed, the verified information provided to this Court shows that the driving range has already lost nearly $10,000 in range fees due to cancellations. (See id. ¶ 5.)

However, the losses from the Range being shut down extend well beyond the range fees alone. The majority of revenue derived from the Range is from food and beverage sales. Between March 20, 2025, and May 20, 2025, food and beverage sales accounted for $94,075 out of $121,461 in total revenue from the Range. (See id. ¶ 7.) In an attempt to downplay Defendants' losses, Plaintiff argues that Defendants will not suffer any decrease in sales because this Court expressly allowed continued food and beverage sales and other non-ball-hitting activities. However, Plaintiff has admitted that the Range operations center around golf and the big draw to the Range is the TopTracer technology. (See Compl. ¶¶ 8-9, 11.) It is axiomatic that food and

beverage sales at the Range disappear with TopTracer shut down.

Defendants are projecting even more significant losses in other areas of their business. With the Range shut down, Defendants anticipate that some golfers may choose to play elsewhere and, to limit this, Defendants are considering lowering the price of a round of golf from $300 to $250, a reduction of roughly 16.67%. (See id. ¶¶ 13-14.) Between March 20, 2025, and May 20, 2025, Defendants' golf courses generated a total of $1,950,262.00 in revenue. (See id. ¶ 12.) Assuming similar figures for this same period in 2026, and even assuming that no golfers cancel based on the Range being closed, the price reduction alone would result in a further loss of $325,043.67 during the 60-day injunction.

Consequently, the sworn and verified information before this Court demonstrates that Defendants will lose upwards of $446,504.67 in the first 60 days, in addition to further lost revenue and good will, as evidenced by a reduction in Defendants' online reviews based on the closure of the Range (see id. ¶ 15.) and the fees and costs associated with defending this action.

However, Defendants have serious concerns over whether the injunction would in fact be lifted after 60 days. Despite being entitled as a 60-day injunction, the March 30 Order contains language indicating that it may not be lifted at the expiration of that term. It appears that for the injunction to be lifted, Defendants must submit to this Court a professionally created and verified plan outlining how the Range may be reopened without unreasonable trespass damage or endangerment to Plaintiff and, upon the Court's approval of the plan, the Range may reopen. However, Defendants have not been given any criteria by which any such plan will be judged, other than that the plan must be prepared and attested to by an industry recognized expert. The lifting of the injunction is completely dependent on the Court's subjective review.

Defendants have already reduced errant golf balls by 80%, at a cost of $413,000. How

much further do Defendants need to go? Defendants have continued to explore and implement additional changes to further reduce the incidence of errant golf balls and has already submitted proposals, all of which has been completely ignored by Plaintiff. As it stands, Defendants face the very real prospect of an injunction that goes on for many months and resultant losses into the millions and, to counter that reality, there is only a "low or nominal bond" of $75,000. Defendants therefore respectfully request that, if this Court does not grant supersedeas, that it amend the bond to an amount sufficient to provide Defendants at least some reasonable level of protection.

CONCLUSION

Accordingly, for the reasons stated herein and in Defendants' previous filings on the same subjections, Defendants respectfully request this Court grant its Petition for Supersedeas and stay the March 30 Order until such time as the issues raised by Defendants in their appeal may be resolved to prevent any further wrongful curtailment of Defendants' business operations.

Respectfully submitted,
COLLINS & LACY, P.C.

By: *s/Evan M. Gessner*

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ATTORNEYS FOR DEFENDANTS

April 9, 2026
Columbia, South Carolina

EXHIBIT 1

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
Queens Grant Regime, II, Inc., Horizontal Property Regime,	)	Civil Action No.: 2024-CP-07-00156
Plaintiff	)	
vs.	)	**SECOND AFFIDAVIT OF ALEX FRANSEEN**
Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a Top Tracer Golf,	)	
Defendants.	)	

PERSONALLY APPEARED BEFORE ME, the undersigned, Paul A Franseen, who after being duly sworn, deposes and says:

1. I am over the age of eighteen (18) and reside at 17 Newhall Road, Hilton Head Island, South Carolina 29928. The statements below are based on my own personal knowledge.

2. I am an employee of The Robert Trent Jones Golf Course and serve as the General Manager.

3. Based on my personal knowledge and experience at the Golf Course, and proficiency with the Toptracer Software, I certify as true and accurate, the "Toptracer Ball Flight Data" attached hereto as Exhibit A.

4. Reduction of balls over the net is attributed to multiple remedial measures undertaken by the Range in installing higher netting ($373,000 October 2021), replacing hitting mats with tee-less mats ($12,681 May 2022), and replacing range balls with flight restricted golf balls ($28,000 March 2023).

5. I am personally unaware of any instances of injury to people or pets in Queens Grant Regime II as a result errant golf balls. This includes the time period from June 18, 2025 (the date of the last hearing before the Court) and presently. I am only aware of instances of alleged property damage.

6. Based on my personal knowledge and experience at the Golf Course, and proficiency with our accounting systems, I certify the truth and accuracy of the financial and operational information, as outlined below.

7. Thus far this year, the Range has generated $164,000 in range fees and range balls and food and beverage sales at the range have totaled $195,325.

8. The Golf Course averages around 5,032 rounds of golf played a month and has generated $3,047,000 in revenue year to date. If the range were to be ordered to close, food and beverage sales would dramatically suffer, and a significant number of golfers would elect not to play the course due to lack of access to the driving range.

9. Additionally, closure of the range would result in seven (7) full-time equivalent employees would lose approximately $60,000 in quarterly commissions.

10. The Golf Course and Range would suffer additional loss and damage due to; the already paid for cost of advertising for a facility that is now closed, expenses for the increased call center call volume as a result of inquires and complaints about the Range being closed, the impact of negative google and golf course reviews due to golfers not having access to the Range, as well as the cost associated with updating the website and booking platform.

11. Exhibit B includes two materials: (1) a survey of the Driving Range, clearly demonstrating its legal boundaries in relation to Queens Grant Regime II; and (2) the

legal borders of the driving range superimposed upon a satellite image. As general manager, I can attest to the legitimacy of the plat and it being a record kept in the ordinary course of business, as well as my role in commissioning the creation of the satellite image with the superimposed boundary lines following Plaintiff's initiation of the present case.

12. I execute this Affidavit with the full knowledge and intent that this is a sworn statement as if testifying in a court of law. As confirmation of this acknowledgement, I have initialized this paragraph. IV

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 19 DAY OF 2025 June

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: March 21, 2029

ABBEY HIGHTOWER
Notary Public-State of South Carolina
My Commission Expires
March 21, 2029

EXHIBIT A

EXHIBIT A

BALL FLIGHT DATA

	BALLS OVER THE NET					
Count of Shot ID	Column Labels					
Row Labels	2021	2022	2023	2024	2025	Total Over Net
Jan		291	264	44	75	674
Feb		399	217	114	96	826
Mar	389	684	174	254	228	1729
Apr	1182	1042	365	279	283	3151
May	1688	650	366	338	364	3406
Jun	1869	618	352	483	188	3510
Jul	2096	775	389	451		3711
Aug	1460	689	213	338		2700
Sep	1255	721	197	231		2404
Oct	578	500	200	255		1533
Nov	771	427	156	160		1514
Dec	397	403	119	173		1092
Total Over Net	**11685**	**7199**	**3012**	**3120**	**1234**	**26250**
Total Balls Hit	1603809	2175624	2232169	2130588	1032807	
% Over	0.73%	0.33%	0.13%	0.15%	0.12%	

Replaced left side netting	$373,000
New/tee-less range mats	$12,681
Limited Flight Balls	$28,000
Shut down Long Drive and Driving Challenge	

EXHIBIT B

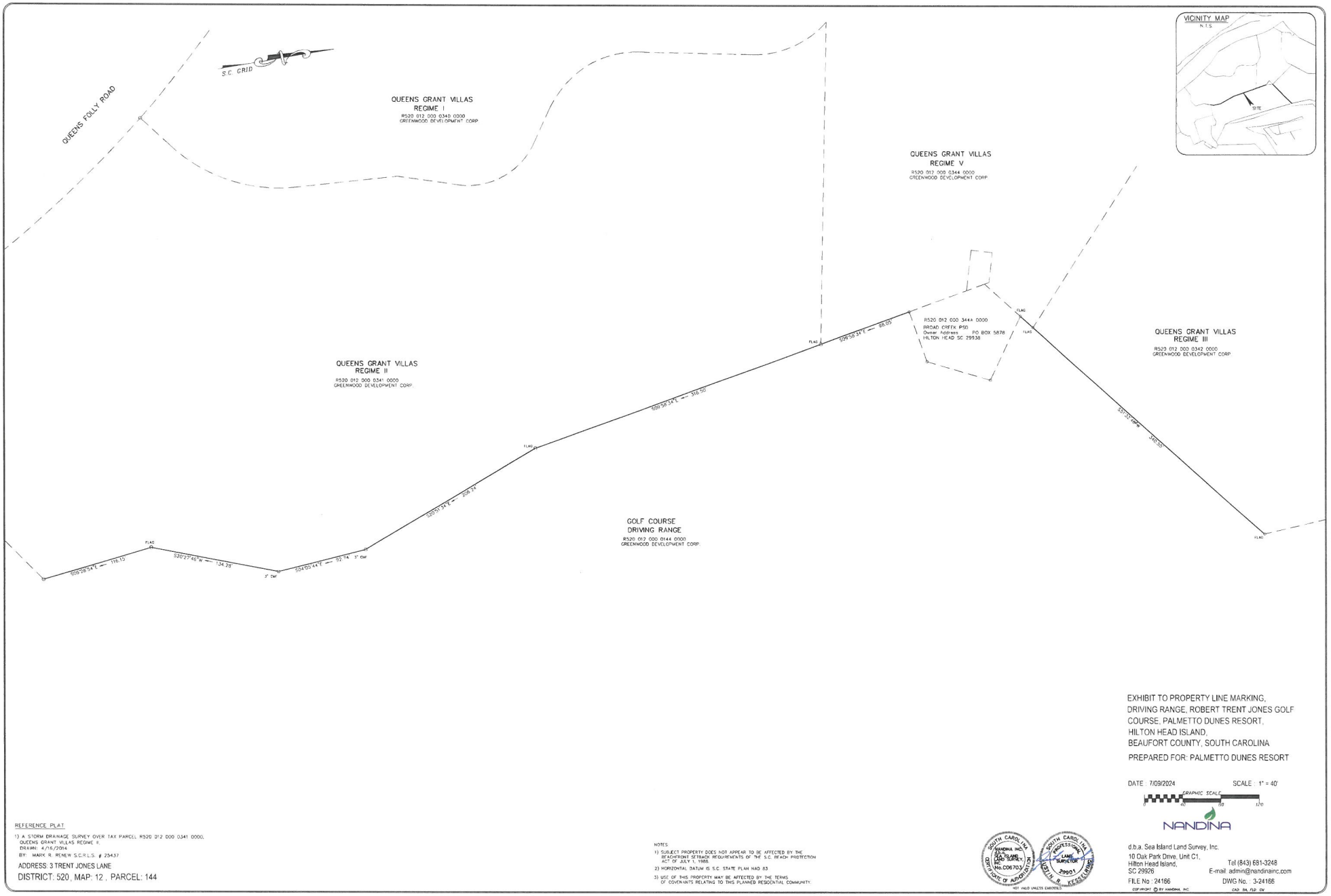

EXHIBIT TO PROPERTY LINE MARKING,
DRIVING RANGE, ROBERT TRENT JONES GOLF
COURSE, PALMETTO DUNES RESORT,
HILTON HEAD ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA

PREPARED FOR: PALMETTO DUNES RESORT

DATE : 7/09/2024 SCALE : 1" = 40'

GRAPHIC SCALE
0 40 80 120

NANDINA

d.b.a. Sea Island Land Survey, Inc.
10 Oak Park Drive, Unit C1,
Hilton Head Island,
SC 29926
Tel (843) 681-3248
E-mail: admin@nandinainc.com

FILE No : 24166 DWG No. : 3-24166

CAD BA FLD CW

REFERENCE PLAT

1) A STORM DRAINAGE SURVEY OVER TAX PARCEL R520 012 000 0341 0000, QUEENS GRANT VILLAS REGIME II.
DRAWN: 4/16/2014
BY: MARK R. RENEW S.C.R.L.S. # 25437

ADDRESS: 3 TRENT JONES LANE

DISTRICT: 520, MAP: 12 , PARCEL: 144

NOTES:
1) SUBJECT PROPERTY DOES NOT APPEAR TO BE AFFECTED BY THE BEACHFRONT SETBACK REQUIREMENTS OF THE S.C. BEACH PROTECTION ACT OF JULY 1, 1988.
2) HORIZONTAL DATUM IS S.C. STATE PLAN NAD 83.
3) USE OF THIS PROPERTY MAY BE AFFECTED BY THE TERMS OF COVENANTS RELATING TO THIS PLANNED RESIDENTIAL COMMUNITY.

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION NANDINA INC. LAND SURVEY No.C06703

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR 29901 WILLIAM R. KESSLER

NOT VALID UNLESS EMBOSSED

EXHIBIT 2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
Queens Grant Regime, II, Inc., Horizontal Property Regime,	)	Civil Action No.: 2024-CP-07-00156
Plaintiff	)	**AFFIDAVIT OF BRAD STEVEN MARRA**
vs.	)	
Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a Top Tracer Golf,	)	
Defendants.	)	

PERSONALLY APPEARED BEFORE ME, the undersigned, Brad Marra, who after being duly sworn, deposes and says:

1. I am over the age of eighteen (18) and am a resident of Berkley County, South Carolina. The statements below are based on my own personal knowledge.
2. I am an employee of Palmetto Dunes Resort, operator of the subject driving range "Range" and golf courses, and serve as its Vice President.
3. Based on my personal knowledge and experience and proficiency with the Toptracer software, I certify as true and accurate, the "Toptracer Ball Flight Data" attached hereto as **Exhibit "A"**.
4. Based on my personal knowledge and experience, I further attest that it is my belief that the current level of balls exiting the Range is comparable to the level that existed prior to the implementation of Toptracer at the Range.
5. My belief in the return to the original level is attributed to the multiple remedial measures undertaken at the Range in installing higher netting ($373,000 October

2021), replacing hitting mats with tee-less mats ($12,681 May 2022), and replacing range-balls with flight restricted golf balls ($28,000 March 2023). These measures have had a dramatic impact on limiting the number of balls exiting the Range.

6. I am personally unaware of any instances of injury to people or pets in Queens Grant as a result errant golf balls.

7. Based on my personal knowledge and experience and proficiency with our accounting systems, I certify the truth and accuracy of the financial and operational information attached hereto as **Exhibit "B"**.

8. Thus far this year, the Range has generated $163,032 in range fees and range balls, and food and beverage sales at the range have totaled $130,306.

9. Palmetto Dunes Resort's golf courses averages around 4,000 rounds of golf played a month with 5,300 rounds in May and has generated $2,617,809 in revenue year to date. If the Range were to be ordered to close, food and beverage sales would dramatically suffer, and a significant number of golfers would elect not to play the course due to lack of access to the driving range.

10. Additionally, closure of the Range would result in the loss of seven (7) full-time equivalent employees, and three (3) full-time teaching professions would lose approximately $86,000 in quarterly commissions.

11. Palmetto Dunes Resort's golf courses and Range would suffer additional loss and damage due to: the already-paid for cost of advertising for a facility that is now closed, expenses for the increased call center call volume as a result of inquiries and complaints about the Range being closed, the impact of negative Google and golf

11. I execute this Affidavit with the full knowledge and intent that this is a sworn statement as if testifying in a court of law. As confirmation of this acknowledgement, I have initialized this paragraph. BM

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

Brad Steven Marra

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 6/14 DAY OF 2024.

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 3/21/2029

ABBEY HIGHTOWER
Notary Public-State of South Carolina
My Commission Expires
March 21, 2029

EXHIBIT A

Ball Flight Data

			BALLS OVER THE NET						
	2021	'21 Average Per Day	2022	'22 Average Per Day	2023	'23 Average Per Day	2024	'24 Average Per Day	Total
Jan			291		264	9	44	2	599
Feb			399		217	8	114	4	730
Mar	389	13	684		174	6	254	8	1501
Apr	1182	40	1042		365	12	279	9	2868
May	1688	56	650	21	366	12	338	11	3042
Jun	1869	63	618	21	352	12			2839
Jul	2096	68	775	25	389	13			3260
Aug	1460	47	689	22	213	7			2362
Sep	1255	42	721	24	197	7			2173
Oct	578		500	16	200	6			1278
Nov	771		427	14	156	5			1354
Dec	397		403	13	119	4			919
Total Over	11685		7199		3012		1029		22925
Total	16038		21756		223216		938018		69496
Hit	09		24		9				20
% Over	0.73%		0.33%		0.13%		0.11%		0.33%
Replaced left side netting				$373,000					
New/tee-less range mats				$12,681					
Limited flight balls				$28,000					

EXHIBIT B

Financial and Operational Data

Palmetto Dunes Golf Course and Driving Range Financial Data
January 2024- May 2024
Potential Loss if Range is Closed

	Revenue
Golf Course Green Fees	
Robert Trent Jones Course	$2,617,809
Fazio Course	$1,324,973
Potential Loss to RTJ Course	$1,292,836
Range Fees and Golf Ball Sales	$292,228
Golf Lessons	$86,874
Food and Beverage Sales	$130,306
Total Range Losses If Closed	**$380,212**
Total Loss From Range and Potential Loss Due To Decreased Play On Course	**$1,673,048**

Exhibit C

"Rounds Played Summary" Analyzing COVID Golf Boom

Attached as Separate Document

EXHIBIT 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
Queens Grant Regime, II, Inc., Horizontal Property Regime, Plaintiff, v. Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a Top Tracer Golf, Defendants.	)	Civil Action No.: 2024-CP-07-00156 **THIRD AFFIDAVIT OF PAUL "ALEX" FRANSEEN**

PERSONALLY APPEARED BEFORE ME, the undersigned, Paul "Alex" Franseen, who after being duly sworn, deposes and says:

1. I am over the age of eighteen (18) and am a resident of Beaufort County, South Carolina. The statements below are based on my own personal knowledge.
2. I am an employee of Palmetto Dunes Resort, operator of the subject driving range ("Range") and the Robert Trent Jones golf course and serve as its General Manager.
3. Based on my personal knowledge, experience, and proficiency with our accounting systems, I certify the truth and accuracy of the financial and operational information included in this affidavit.
4. The Range closed at 10:00am, EST on March 30, 2026.
5. The closure of the Range resulted in the cancellation of 244 reservations, expected to generate $9,948.00 in revenue from range fees between March 30, 2026, and April 12, 2026. This does not account for losses in range fees and range balls that would have been realized from customers that did not make a reservation, nor does it account for losses in food and beverage sales.

6. Palmetto Dunes' losses due to the closing of the Range will increase significantly in the busier spring and summer months.
7. Between March 20, 2025, and May 20, 2025, the Range generated a total of $121,461.00 in revenue, including $27,386.00 in range fees and range balls and $94,075.00 in food and beverage sales. As a result, we anticipate losses in excess of $120,000 in revenue from the Range in 2026 for the same time period, which encompasses the initial sixty (60) day injunction period.
8. Even if the injunction is lifted prior to the expiration of the initial sixty (60) day injunction period, the projected losses are significant.
9. Between April 6, 2025, and April 20, 2025, the period of time encompassing the Masters Tournament, the RBC Heritage Tournament, and Easter, a period of time when Palmetto Dunes has historically experienced an increase in business, the Range generated a total of $47,251.00 in revenue, including $9,251.00 in range fees and range balls and $38,000.00 in food and beverage sales, which is nearly 60% greater in those fifteen (15) days than the daily average between March 20, 2025, and May 20, 2025.
10. This year, the Masters Tournament is being held from Monday, April 6, 2026, through Sunday, April 12, 2026, and the RBC Heritage Tournament will be held from Monday, April 13, 2026, through Sunday, April 19, 2026. Under the current injunction, the Range will be closed during this time period, resulting in significant losses.
11. We project that Palmetto Dunes will suffer even more significant losses in other areas as well.
12. In 2025, our golf courses realized $1,950,262.00 in revenue from fees between March 20, 2025, and May 20, 2025, including $514,486.00 between April 6, 2025, and April 20, 2025.
13. With the Range shut down, we anticipate that some golfers will not play at Palmetto Dunes,

choosing instead to play at a course with an operational driving range.

14. In response to the closure of the Range, we are considering options to limit the number of cancelations of rounds of golf, including lowering the price from $300 a round to $250, a reduction of roughly 16.67%. Even when assuming no golfers cancel based on the Range being closed, that price reduction alone would result in a loss of at least $325,043.67 between March 20, 2026, and May 20, 2026, based on the 2025 revenue.

15. During March 20 – May 20, 2025, the Range maintained a 5.0-star rating across 66 online customer reviews. In 2026, for the same period to date, the Range has so far averaged a 4.2-star rating across 6 customer reviews. The 0.8 decrease is significant and, based on the reviews, was caused directly by the closure of the Range. Maintaining a high online rating is imperative for our business and we expect this decrease will result in additional lost revenue for many months to come.

16. I execute this Affidavit with the full knowledge and intent that this is a sworn statement as if testifying in a court of law. As confirmation of this acknowledgement, I have initialized this paragraph. PW

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 9 DAY OF April, 2026

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: March 21, 2029

EXHIBIT 10

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS FOURTEENTH JUDICIAL CIRCUIT
Queens Grant Regime, II, Inc., Horizontal Property Regime, Plaintiffs, v. Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a TopTracer Golf Defendant.	)	CIVIL ACTION NO.: 2024-CP-07-00156 Plaintiff's Memorandum in Response to Remand Order

COMES NOW Plaintiff, Queens Grant Regime, II, Inc. ("Queens Grant"), by and through undersigned counsel, and respectfully submits this Memorandum in response to the Court of Appeals' remand directing this Court to conduct an expedited hearing and reconsider the amount of the Rule 65(c) bond.

Background and Facts

On February 13, 2026, the Court issued its Order Grant Temporary Injunction Relief and Setting Rule 65(c) Bond (the "Injunction"). The Injunction stated an effective date of January 15, 2026, twenty-nine (29) days prior to its entry, and required that a bond be posted before the "suspension" of golf ball hitting went into effect. The suspension under the Injunction was limited to a period of sixty (60) days. However, Plaintiff was unable to obtain the requisite $75,000 security bond until March 20, 2026.

Defendants filed their Notice of Appeal on March 16, 2026, appealing the February 13, 3036 Order. Thereafter, on March 20, 2026, Plaintiff filed a Motion to Modify Clerical Error along with Notice of Posting Inunction Bond. On March 25, 2026, the Honorable Judge McIntosh

instructed Plaintiff to amend their Order and refile it. In accordance with that instruction, the Amended Order was filed March 30, 2026.

On that same day, Defendants filed an Amended Notice of Appeal and a Petition for Supersedeas with the South Carolina Court of Appeals. Defendants filed their unverified Petition for Supersedeas directly to the Court of Appeals claiming extraordinary circumstances.

Supersedeas Should be Denied

The Court of Appeals has stated and directed:

"After careful consideration, we remand this case to the circuit court for an expedited hearing on Defendants' petition for a writ of supersedeas. See Rule 241(d)(1), SCACR ("Except where extraordinary circumstances make it impracticable, an application for an order lifting the automatic stay or for supersedeas must first be made to the lower court or administrative tribunal which entered the order or decision on appeal.")."

Defendants seek extraordinary relief under Rule 241, SCACR, while disregarding the Rule's mandatory procedural requirements. Their Petition should be denied at the threshold. Rule 241 requires that a party first seek supersedeas from the trial court and demonstrate extraordinary circumstances before invoking this Court's jurisdiction. Second, Rule 241(d) clearly requires the Petition to be verified. Defendants did neither. The Petition does not meet the threshold requirements to be considered by this Court.

Instead, Defendants bypassed an actively engaged trial court which conducted multiple hearings, supervised mediation, entertained post-order motions, and required ongoing status reporting to allow Defendants the opportunity to remedy the dangerous conditions on their own prior to judicial intervention. Defendants now seek to circumvent Rule 241 and obtain relief from the appellate court in the first instance. This procedural failure alone requires denial and dismissal of the Petition.

More fundamentally, the record establishes not merely a property dispute, but an ongoing and dangerous condition involving high-velocity golf balls entering a residential community and

posing a continuing risk of bodily injury to residents, guests, and children. The trial court's injunction was entered to prevent that danger. Defendants now seek to lift those protections during the pendency of the appeal.

Even if the Court were to reach the merits, Defendants cannot demonstrate that supersedeas is necessary to preserve appellate jurisdiction, prevent mootness, or maintain the status quo. Rather, Defendants seek to undo a properly entered injunction and permit the continuation of conduct the trial court found to be unlawful and dangerous.

Defendants Failed to Comply with Rule 241(d), SCACR

A. Rule 241(d) Requires Initial Application to the Trial Court

Rule 241(d)(1), SCACR, provides that an application for supersedeas "shall ordinarily be made in the first instance to the lower court," and only upon a showing of extraordinary circumstances may a party seek relief directly from the appellate court.

South Carolina courts recognize that supersedeas is limited relief intended to preserve appellate jurisdiction, not to provide an alternative avenue for relief that should first be sought below. See *Graham v. Graham*, 301 S.C. 128, 130, 390 S.E.2d 469, 470 (Ct. App. 1990).

B. Defendants Failed to First Seek Relief from the Trial Court

Defendants have not demonstrated that they sought supersedeas or a stay from the trial court prior to filing their Petition with this Court. This omission is particularly significant given the procedural posture of this case. The trial court conducted multiple hearings, ordered and supervised mediation on December 20, 2024, which resulted in an impasse, and required ongoing 30-60-90 day status reports to monitor conditions and compliance. The trial court further entered its Order Granting Temporary Injunctive Relief on February 13, 2026, followed by its Amended Order on March 30, 2026, and continued to exercise jurisdiction as stated in its Orders. At all

relevant times, the trial court remained actively engaged and available to consider any request for supersedeas and any attempts made by Defendants to rectify their dangerous business practices. Defendants' failure to first seek relief from the trial court constitutes a clear violation of Rule 241(d)(1) and warrants denial of the Petition. Rather than remedy a dangerous situation or follow the rules, Defendants seeks only to make money in disregard of the Rules and the safety of the Plaintiffs community.

The procedural history further reflects that the trial court exercised considerable restraint and actively worked to attempt to allow the parties to resolve the ongoing issues before imposing injunctive relief. Rather than immediately entering a temporary restraining order, the trial court conducted hearings, directed the parties to mediation, and provided an opportunity for Defendants to implement corrective measures. Defendants did, in fact, undertake certain modifications that Defendants claim reduced the number of errant golf balls leaving the driving range. However, as reflected in the continued incident tracking maintained by Lt. Col. Andy Lundgren, USMC (Ret.), an unsafe and unacceptable number of errant golf balls continue to enter Queens Grant Regime II, posing a persistent risk of physical injury to residents. This history underscores both the reasonableness of the trial court's approach and the necessity of the injunctive relief ultimately imposed.

C. Defendants Have Failed to Demonstrate Extraordinary Circumstances

Rule 241(d)(1) permits direct application to the appellate court only where extraordinary circumstances render application to the trial court impracticable.

Defendants have made no such showing. The existence of an adverse ruling does not constitute an extraordinary circumstance. Nor does speculation regarding how the trial court might rule or how long it might take. Rule 241 states delay on "this application" meaning the Petition for

Supersedeas. There is no evidence that the trial court would not timely consider a properly filed petition from Defendants.

Here, the trial court was actively exercising jurisdiction, addressing motions, and supervising the case. There was no delay, inaccessibility, or other impediment that would justify bypassing the trial court. Accordingly, Defendants have failed to satisfy the threshold requirement of Rule 241(d).

D. Defendants' Petition Lacks Proper Verification and Competent Evidentiary Support

Rule 241(b), SCACR, requires that a petition for supersedeas be supported by verified facts or affidavit evidence sufficient to justify the extraordinary relief requested.

Defendants rely on the affidavit of Alex Franseen, which fails to provide competent, verified evidence supporting supersedeas. While the affidavit contains statements regarding business operations and alleged financial impacts, it is deficient in several critical respects.

First, the affiant expressly acknowledges limitations in his knowledge, stating that he is "personally unaware of any instances of injury to people or pets in Queens Grant Regime II" and is only aware of "instances of alleged property damage." This admission does not rebut the existence of ongoing harm or risk of injury; rather, it underscores the affiant's lack of personal knowledge regarding the central issue before the Court.

Second, the affidavit focuses primarily on alleged economic harm, including projected revenue losses, employee impacts, and operational costs. Such assertions, even if accepted as true, are insufficient as a matter of law to support supersedeas, which is concerned with preserving appellate jurisdiction, not avoiding economic consequences.

Third, the affidavit relies on generalized operational data and internal records without addressing the continued intrusion of errant golf balls onto Plaintiff's property or the resulting risk to residents.

Accordingly, Defendants have failed to provide the verified, competent evidence required under Rule 241(b), and this deficiency independently warrants denial of the Petition.

Supersedeas Is Not Warranted Under Rule 241(c), SCACR

A. Supersedeas Is Not Necessary to Preserve Jurisdiction or Prevent Mootness

Rule 241(c)(2), SCACR, provides that supersedeas may be granted only where necessary to preserve the jurisdiction of the appellate court or prevent a contested issue from becoming moot. Defendants have failed to demonstrate either. The issues on appeal, whether injunctive relief was properly granted and whether Defendants' conduct constitutes actionable interference, remain live regardless of the temporary duration of the injunction.

B. Supersedeas Would Not Preserve the Status Quo

Defendants incorrectly argue that supersedeas is necessary to preserve the status quo. However, the relevant status quo is the condition established by the trial court's Order following its findings of ongoing harm.

Granting supersedeas would not preserve that condition, it would reverse it by allowing the conduct the trial court determined to be unlawful and dangerous to resume.

Defendants further contend that enforcement of the trial court's Order during Heritage week and spring break is "purely punitive in effect, whatever its stated justification." This argument is both factually and legally misplaced. The injunction was not entered to punish Defendants, but to prevent an ongoing and documented safety hazard involving errant golf balls entering a residential community. The timing of the Order reflects the procedural posture of the

case, not any punitive intent. Indeed, the trial court exercised restraint over an extended period, attempting to allow Defendants opportunities to implement corrective measures before ultimately concluding that injunctive relief was necessary.

Moreover, the risk to residents is heightened, not diminished, during periods of increased use of the driving range, such as spring break and Heritage week. Increased volume of use necessarily increases the frequency of errant shots, thereby amplifying the danger to individuals lawfully occupying their homes. Defendants' focus on lost revenue ignores the central issue before this Court: the ongoing risk of physical injury. Rule 241 does not permit supersedeas to avoid economic inconvenience, particularly where doing so would allow a known and continuing danger to persist.

C. Supersedeas Would Permit Ongoing Irreparable Harm and Danger

Supersedeas is particularly inappropriate where it would allow ongoing irreparable harm to continue during the pendency of an appeal. That is precisely the case here.

The record demonstrates that errant golf balls are not isolated or incidental, but rather frequent, unpredictable, and dangerous projectiles entering a residential community. These golf balls travel at significant speed and force and are capable of causing serious bodily injury, including head trauma, broken bones, or worse.[1] Residents, guests, and children cannot occupy outdoor areas throughout Queens Grant Regime II, including patios, walkways, and garden spaces, because it places them directly within the zone of danger created by Defendants' operations.

Pursuant to the trial court's directive, Plaintiff submitted a final status report supported by a contemporaneous spreadsheet compiled by Lt. Col. Andy Lundgren, USMC (Ret.) documenting

[1] See Exhibit 1 - Affidavit of Plaintiff's expert, Michael Johnstone dated February 26, 2025.

errant golf ball incidents between August 1 and September 26, 2025. That data reflects persistent and concentrated intrusions onto Queens Grant property.

On September 13, 2025, alone, twenty-four (24) errant golf balls landed on Queens Grant property, including three (3) direct impacts to Lt. Col. Lundgren's residence, with the remaining shots concentrated in residential clusters.[2] This evidence confirms ongoing trespass and a continuing risk of physical injury.[3]

Rather than exert effort on stopping their dangerous and damaging practices, Defendants choose to focus on making money. There are no set of facts or principles of law that justify allowing Defendants to continue to inflict damage, danger and injury on Plaintiffs. Granting supersedeas would therefore permit the continuation of a known and documented safety hazard, directly undermining the trial court's findings and the purpose of injunctive relief.

Defendants have failed to comply with the mandatory procedural requirements of Rule 241, SCACR.

Further, Defendants fail to establish that supersedeas is necessary or appropriate to preserve appellate jurisdiction, prevent mootness, or maintain the status quo. Nor do they offer any justification for modifying the Injunction.

The Injunction Is Not "Ongoing"

The Court of Appeals has further stated and directed:

> "We express concern that Defendants appear to have been required to cease operations from January 15, 2026 until March 15, 2026, and that the sixty-day period was renewed without consideration of whether the amount of the nominal bond should increase. **On remand, the court shall reconsider the amount of the bond in light of the ongoing nature of the injunction."**

[2] See Affidavits of Lundgren and PowerPoint Presentation to the Trial Court.
[3] On March 28, 2026, at 12:02PM, Lt. Col. Lundgren was hit in the shoulder with an errant golf ball while working in his garden. See Supplemental Affidavit of Andy Lundgren.

The Court of Appeals is concerned about the "ongoing nature of the injunction." However, the injunction was never intended nor desired to be "ongoing." As an initial matter the Court of Appeals seems to be under the mistaken impression that the injunction is "ongoing."

In fact, the "suspension" under the Injunction arguably expires after 60 days, unless modified by the Trial Court. The March 30, 2026, Order provides: **"Sixty (60) days from the commencement of the suspension period, or as soon thereafter is practicable, the Court shall hold a hearing to determine whether or not the suspension or the bond should be modified in any way."**

Further, as stated in the Injunction Order, the Defendants have the ability to lessen or temper the effect of the injunction by making changes to their own operation. This Injunction:

"strongly encourages the Defendants to immediately develop a professionally created and verified plan such that they can use to apply to the Court to reopen operations, partial operations, conduct test periods of operations, in order to resume maximum operational efficiency in a lawful manner which means without unreasonable trespass damage and endangerment to their neighbors."

The injunction was not to be punitive but **"is intended solely to prevent ongoing irreparable harm, serious injury and to provide Defendants with an opportunity to develop corrective measures that will allow operations to resume without continued trespass, damage, or danger"** on the Plaintiffs while the Defendants develop corrective measures.

The Defendants were given open access to the Court to **"apply at any time."** In fact, this Court set up a mechanism to revisit the matter at least every 60 days. The Defendants have no justification for ignoring the mandates of Rule 241.

The only way the Injunction becomes "ongoing" is if the Defendants fail to follow the directives of the trial court to get professional help to modify their operations such that the

Plaintiffs are no longer being damaged or placed in danger. The Defendants hold the proverbial key to their own cage.

The Bond Amount is Excessive Under Rule 65(c)

The bond amount is in the discretion of the Trial Court.

As to the determination of the bond amount, Rule 65c of the SCRCP provides in pertinent part:

> ". . . no restraining order or temporary injunction shall issue except upon the giving of security by the applicant, **in such sum as the court deems proper,** for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained."

The realistic chance of the injunction being found wrongful is almost nonexistent because as in *Shaw (infra),* danger trumps economic inconvenience. The Court need not do a dollar-for-dollar analysis, but **balance the equities**. The equities in this case are clearly and convincingly in favor of stopping the unjustified and dangerous manner in which the Defendants operate their business. In *Shaw v. Coleman* the Court of Appeals affirmed that equitable relief may properly restrict the use of property notwithstanding inconvenience in the form of economic consequences, emphasizing that financial impact does not outweigh the need to enforce lawful restrictions and protect affected parties from danger and injury[4]. *Shaw v. Coleman*, 645 S.E.2d 252, 373 S.C. 485

[4] The Court stated: The Shaws and the Snowdens testified Coleman willfully fired a rifle towards his neighbors and over their land. There was also testimony that Coleman created excessive noise through the use of an air canon. Based on Coleman's actions, several of the neighbors testified that they felt threatened. Mr. Snowden also testified that Coleman's actions prevented him from selling any area property. Therefore, we agree with the trial court that "Mr. Coleman unreasonably interfered with their ownership and possession of their land." Although we recognize, as did the trial court, the injunction will inconvenience Coleman by preventing him from maintaining his shooting range and being an instructor, the safety benefits to the Shaws and the Snowdens outweigh the inconvenience suffered by Coleman. See Citizens for a Safe Grant v. Lone Oak Sportsmen's Club, Inc., 624 N.W.2d 796, 804 (Minn.Ct.App.2001) (affirming trial court's decision to issue a permanent injunction and finding that gun club's conduct at shooting range created a nuisance where neighbors were apprehensive about going outside on their property during times of shooting, went indoors to avoid the noise, experienced bullets or shotgun pellets passing over their heads, and saw "signs of indiscriminate shooting on the club property"); see also F.S. Tinio, Annotation, Gun Club, or Shooting Gallery or Range, as Nuisance, 26 A.L.R.3d 661 (1969 & Supp.2007) ("The remedy generally availed of by persons who have been injured or have suffered damages on account of the maintenance of shooting galleries, gun clubs, or shooting ranges, is injunction. The grant or denial of this remedy depends on the relevant surrounding circumstances and the evidence presented by the plaintiff."). *Shaw v. Coleman*, 645 S.E.2d 252, 373 S.C. 485 (S.C. App. 2007)

(S.C. App. 2007) (emphasis added). There is no case law nor statutory law that allows one to make money while actively trespassing against and injuring their neighbors in doing so.

The Court of Appeals remanded this matter for the limited purpose of allowing this Court to consider Defendants' request for supersedeas and to "reconsider the amount of the bond in light of the ongoing nature of the injunction." The appellate court did not disturb the trial court's findings regarding the ongoing trespass, damage, and safety risks caused by errant golf balls, nor did it question the necessity of injunctive relief. The sole issue on remand is whether the bond remains appropriate, not whether the injunction should be lifted.

The Franseen Affidavits Demonstrate That the Economic Impact Is Limited and That The $75,000 Bond Is More Than Sufficient

Defendants rely heavily on the affidavits of Paul A. Franseen to assert economic harm. However, those affidavits demonstrate that any such harm is limited, overstated, and largely speculative. First, the Affidavits show that the golf range revenue for the first 168 days of 2024 was $163,032 and the golf range revenue for the first 170 days of 2025 was $164,000. This equates to a two-year average of $967 per day. The Court required a $75,000 bond for a 60-day suspension of golf range activity. The bond is therefore more than sufficient to cover any potential loss if the injunction were improvidently issued.

Importantly, the injunction did not shut down Defendants' operations. The Court expressly allowed continued food and beverage sales and other non-ball-hitting activities. As the Franseen affidavits acknowledge, those operations generate significant revenue. Accordingly, Defendants have continued to operate substantial portions of their business during the injunction period.

Rule 65(c), SCRCP, requires that a bond reflect a reasonable estimate of damages actually and proximately caused by the injunction, not speculative or remote losses.

The injunction was entered to prevent an ongoing safety hazard involving numerous recorded acts of errant golf balls entering a residential community and causing physical injury and physical damage. The Court of Appeals did not disturb those findings. Defendants' focus on economic impact does not outweigh the risk of physical injury to residents, guests, and children, which remains the central issue before this Court. South Carolina law does not permit a party to avoid injunctive relief designed to prevent ongoing harm simply by asserting financial inconvenience. *Shaw.*

Because the injunction remains justified, the only proper inquiry is whether the bond is reasonable. The bond amount is more than reasonable, to the Defendants, it is generous and improperly shifts the burden of cost to the Plaintiffs who merely want quiet enjoyment of their property as law guarantees them. Because the equities clearly and convincingly favor the Plaintiffs, the Bond amount should be lowered.

Finally, when are the Defendants doing to address the real problem? How do they propose to operate their business without injuring and endangering their neighbors? The Court has been more than patient with the Defendants; they need to follow the Courts' directives and find a way to or at least try to lessen the danger to their neighbors.

Conclusion

For the foregoing reasons, Plaintiff respectfully requests that this Court:

1. Deny Defendants' request for supersedeas;
2. Maintain the existing injunction in full force and effect; and
3. Either leave th3e bond amount as is or reduce the Rule 65(c) bond to a lesser amount that reflects a balance of the equities between the parties.

Respectfully submitted,

ALFORD LAW FIRM

By: s/Gregory M. Alford
Gregory M. Alford (#6932)
Post Office Drawer 8008
Hilton Head Island, SC 29938
gregg@alfordlawsc.com
(843) 842-5500
Attorneys for Plaintiff

Dated this 9th day of April 2026
Hilton Head Island, South Carolina.

EXHIBIT 11

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024 CP-07-00156

QUEENS GRANT REGIME, II, INC, HORIZONTAL PROPERTY REGIME
PLAINTIFF(S)

GREENWOOD RESORT AND COMMUNITIES INC, DEFENDANT, ET AL
DEFENDANT(S)

Submitted by:	**Attorney for :** ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

ORDER INFORMATION

THIS MATTER WAS HELD PER REMAND FROM THE COURT OF APPEALS WITH DIRECTIONS TO CONDUCT A HEARING ON DEFENDANT'S MOTION FOR SUPERSEDEAS. IN ADDITION, THE COURT WAS INSTRUCTED TO CONSIDER THE AMOUNT OF BOND, IF ANY, DUE TO THE "ONGOING NATURE OF THE INJUNCTION."

BASED ON THE PARTIES' MEMORANDA AND ARGUMENTS AT THE HEARING THE COURT DENIES DEFENDANTS PETITION FOR SUPERSEDEAS.

AS TO THE BOND, THE COURT SET THE AMOUNT OF BOND IN LIGHT OF THE LIMITED DURATION (I.E. 60 DAYS), THE FINANCIAL IMPACT ON THE DEFENDANT, AS WELL AS THE ABILITY OF THE PLAINTIFF TO PAY. THE COURT FINDS THE AMOUNT OF BOND IS APPROPRIATE, BUT SPECIFICALLY FINDS THAT IT IS LIMITED TO THE 60 DAYS OF THE TEMPORARY RESTRAINING ORDER. IF THE INJUNCTION IS CONTINUED AN ADDITIONAL BOND MAY BE REQUIRED.

MR. ALFORD TO PREPARE FORMAL ORDER.

This order ☐ ends ☒ does not end the case.

INFORMATION FOR THE JUDGMENT INDEX
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$

		$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge **Judge Code** **Date**

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Beaufort Common Pleas

Case Caption: Queens Grant Regime Ii Inc Horizontal Property Regime VS Greenwood Resorts And Communities Inc , defendant, et al

Case Number: 2024CP0700156

Type: Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

EXHIBIT 12

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
	)	
Queens Grant Regime, II, Inc., Horizontal Property Regime,	)	Civil Action No.: 2024-CP-07-00156
	)	
Plaintiff,	)	
	)	**THIRD AFFIDAVIT OF**
v.	)	**PAUL "ALEX" FRANSEEN**
	)	
Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a Top Tracer Golf,	)	
	)	
Defendants.	)	

PERSONALLY APPEARED BEFORE ME, the undersigned, Paul "Alex" Franseen, who after being duly sworn, deposes and says:

1. I am over the age of eighteen (18) and am a resident of Beaufort County, South Carolina. The statements below are based on my own personal knowledge.
2. I am an employee of Palmetto Dunes Resort, operator of the subject driving range ("Range") and the Robert Trent Jones golf course and serve as its General Manager.
3. Based on my personal knowledge, experience, and proficiency with our accounting systems, I certify the truth and accuracy of the financial and operational information included in this affidavit.
4. The Range closed at 10:00am, EST on March 30, 2026.
5. The closure of the Range resulted in the cancellation of 244 reservations, expected to generate $9,948.00 in revenue from range fees between March 30, 2026, and April 12, 2026. This does not account for losses in range fees and range balls that would have been realized from customers that did not make a reservation, nor does it account for losses in food and beverage sales.

6. Palmetto Dunes' losses due to the closing of the Range will increase significantly in the busier spring and summer months.
7. Between March 20, 2025, and May 20, 2025, the Range generated a total of $121,461.00 in revenue, including $27,386.00 in range fees and range balls and $94,075.00 in food and beverage sales. As a result, we anticipate losses in excess of $120,000 in revenue from the Range in 2026 for the same time period, which encompasses the initial sixty (60) day injunction period.
8. Even if the injunction is lifted prior to the expiration of the initial sixty (60) day injunction period, the projected losses are significant.
9. Between April 6, 2025, and April 20, 2025, the period of time encompassing the Masters Tournament, the RBC Heritage Tournament, and Easter, a period of time when Palmetto Dunes has historically experienced an increase in business, the Range generated a total of $47,251.00 in revenue, including $9,251.00 in range fees and range balls and $38,000.00 in food and beverage sales, which is nearly 60% greater in those fifteen (15) days than the daily average between March 20, 2025, and May 20, 2025.
10. This year, the Masters Tournament is being held from Monday, April 6, 2026, through Sunday, April 12, 2026, and the RBC Heritage Tournament will be held from Monday, April 13, 2026, through Sunday, April 19, 2026. Under the current injunction, the Range will be closed during this time period, resulting in significant losses.
11. We project that Palmetto Dunes will suffer even more significant losses in other areas as well.
12. In 2025, our golf courses realized $1,950,262.00 in revenue from fees between March 20, 2025, and May 20, 2025, including $514,486.00 between April 6, 2025, and April 20, 2025.
13. With the Range shut down, we anticipate that some golfers will not play at Palmetto Dunes,

choosing instead to play at a course with an operational driving range.

14. In response to the closure of the Range, we are considering options to limit the number of cancelations of rounds of golf, including lowering the price from $300 a round to $250, a reduction of roughly 16.67%. Even when assuming no golfers cancel based on the Range being closed, that price reduction alone would result in a loss of at least $325,043.67 between March 20, 2026, and May 20, 2026, based on the 2025 revenue.

15. During March 20 – May 20, 2025, the Range maintained a 5.0-star rating across 66 online customer reviews. In 2026, for the same period to date, the Range has so far averaged a 4.2-star rating across 6 customer reviews. The 0.8 decrease is significant and, based on the reviews, was caused directly by the closure of the Range. Maintaining a high online rating is imperative for our business and we expect this decrease will result in additional lost revenue for many months to come.

16. I execute this Affidavit with the full knowledge and intent that this is a sworn statement as if testifying in a court of law. As confirmation of this acknowledgement, I have initialized this paragraph. PW

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 9 DAY OF April, 2026

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: March 21, 2029