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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

R. Lawton McIntosh, Circuit Court Judge

Appellate Case No. 2026-000690

Civil Action No. 2024-CP-07-00156

Queens Grant Regime, II, Inc., Horizontal Property Regime,Respondent,

v.

Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and
Callaway Brands, Inc., d/b/a Top Tracer Golf,..... Appellants,

APPELLANTS' INITIAL BRIEF

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STATEMENT OF ISSUES ON APPEAL

- I. DID THE TRIAL COURT ABUSE ITS DISCRETION IN GRANTING AND MODIFYING THE INJUNCTION SUSPENDING THE OPERATION OF APPELLANTS' DRIVING RANGE?
- II. DID THE TRIAL COURT ABUSE ITS DISCRETION SETTING A "LOW OR NOMINAL" BOND THAT FAILED TO PROVIDE ADEQUATE PROTECTION TO APPELLANTS?
 - A. DID THE TRIAL COURT'S SETTING OF A LOW OR NOMINAL BOND VIOLATE EXISTING PRECEDENT REQUIRING THAT BONDS PROVIDE ADEQUATE PROTECTION TO ENJOINED PARTIES?
 - B. WAS THE TRIAL COURT'S SETTING OF A LOW OR NOMINAL BOND BASED ON FACTUAL CONCLUSIONS WITHOUT EVIDENTIARY SUPPORT?
- III. DID THE TRIAL COURT ABUSE ITS DISCRETION IN REFUSING TO CONTINUE THE HEARING ON RESPONDENT'S MOTION FOR TEMPORARY INJUNCTIVE RELIEF FOR LACK OF PROPER NOTICE?

STATEMENT OF THE CASE

This appeal involves the entry of a temporary injunction enjoining Appellants from operating a golf ball driving range adjacent to Respondent's property.

Plaintiff/Respondent Queens Grant Regime, II, Inc., Horizontal Property Regime, is an association of property owners, each owning an undivided interest in the real estate located at 45 Queens Folly Road, Hilton Head Island, SC 29928. (See Compl. ¶ 1.) Respondent's property lies adjacent to real estate owned by Appellant Palmetto Dunes Resort, LLC (erroneously identified in the Complaint as "Greenwood Resorts and Communities, Inc."), who operates Palmetto Dunes Resort which, in addition to multiple golf courses, includes a driving range facility (hereinafter the "Range"). (See id. ¶ 6; Ans., p. 1.)

Respondent 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 Compl. ¶ 8.) Respondent avers 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 Respondent's complaints, Appellants 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 6/19/2025 Second Franseen Affidavit, ¶ 4.)

The TopTracer technology and software allows the tracking and recording of every shot. The TopTracer data shows that as a result of the changes enacted by Appellants, errant golf balls passing onto Respondent'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 6/14/2024 Marra Affidavit, ¶¶

3-5, filed as Exhibit A to the Memo. in Opposition to Temp. Injunction.)

Even with this substantial reduction, Respondent filed suit on January 23, 2024, alleging that Appellants' operation of the Range allows golf balls to pass onto Plaintiff's property, resulting in trespass, property damages, and an unreasonable risk of physical injury, and seeking monetary damages and a permanent injunction requiring Defendants to cease operations. (See Compl.) Respondent filed a Motion for a Temporary Restraining Order the next day. (See 1/24/2024 Mtn TRO.)

By agreement between the parties, a hearing on Respondent's Motion for Temporary Restraining Order was continued to allow the parties to conduct a mediation. (See 6/20/2024 Order.) A December 2024 mediation between the parties resulted in an impasse. Afterward, Appellants sent Respondent a written, detailed post-mediation settlement proposal outlining additional steps Appellants could take to further reduce errant golf balls. (See 2/27/2025 Proposal.) Respondent did not respond to Appellants, did not offer any counterproposal or settlement terms, and instead sought injunctive relief.

In June 2025, the trial court again continued the hearing on Respondent's Motion for Temporary Restraining Order and encouraged the parties to reconvene and attempt to resolve the dispute. (See 6/20/2025 Order, p.2.) The

trial court did not issue an order but stated that it believed the current state of the errant golf balls created a hazardous condition, that Appellants' business would be significantly damaged if it is temporarily enjoined but avoids a permanent injunction, and a significant bond would be required if a TRO is granted. (Id.)

On December 9, 2025, three days before a reconvened hearing on Respondent's Motion for TRO, Respondent filed an Amended Motion altering the relief sought from a TRO to a Preliminary Injunction. (See 12/9/2025 Am. Motion.) Appellants were not given the ten (10) day notice required by Rule 6(d), SCRCP, and the trial court heard Respondent's Amended Motion over Appellants' objection.

The trial court granted Respondent's Motion and, on February 13, 2026, entered an Order Granting Temporary Injunctive Relief and Setting Rule 65(c) Bond requiring Appellants to cease certain operations relating to the 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 trial court strongly encouraged Appellants to present a professionally created and verified plan to "resume maximum operational efficiency in a lawful manner which means without unreasonable trespass damage and endangerment to their neighbors."

(See id. p. 3.)

The trial court set a Rule 65(c) bond in the amount of \$75,000, finding that “a **low or nominal bond** is appropriate under the circumstances”, and reasoning that “[r]equiring Plaintiffs to post a substantial bond as a condition of safety during a Court ordered suspension would improperly shift the burden of Defendants’ conduct onto the injured parties.” (Id. p. 4 (emphasis in original).) The trial court further opined that “the economic impact of compliance is not a ‘wrongful injunction damage’ **but a consequence of** bringing operations into conformity with the law.” (Id. (emphasis in original).) The trial court stated that at the end of the sixty day period, or soon thereafter, the trial court should hold a hearing to determine whether the suspension or the bond should be modified in any way. (See id. p. 3.)

By March 14, 2026, which was a day before the suspension period (as written within the February 13 Order) was to end, Appellants served and filed a Notice of Appeal with this Court seeking review of the February 13 Order. At that point, no bond had been posted, and the Order was not operative.

On March 20, 2026, four days after the day the sixty (60) day period expired, Respondent filed a Notice of Posting Injunction Bond. (See 3/20/2025 Notice.) Contemporaneously, Respondent also filed a Motion to Modify the

February 13 Order pursuant to Rule 62, SCRCF, 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.) Appellants filed a Response in Opposition on March 24, 2026. (See 3/24/2026 Resp. in Opp.) 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.)

That same day, Appellants filed an Amended Notice of Appeal to incorporate the March 30 Order into its appeal and filed with this Court a Petition for Supersedeas, requesting this Court stay the operation of the injunction during the pendency of this appeal. (See 3/30/2026 Am. Notice of Appeal; 3/30/2026 Pet. Supersedeas.) After briefing by the parties on Appellants’ Petition for Supersedeas, this Court remanded the petition to the trial court. (See 4/3/2026 Order.) The trial court, after briefing by the parties, issued an Order denying Appellants’ Petition for Supersedeas. (See 4/14/2026 Form 4 Order; 4/22/2026 Order.)

On April 15, 2026, Appellants renewed its Petition for Supersedeas with this Court, which was amended on April 20, 2026, and requested expedited

review. (See 4/15/2026 Renewed Petition for Supersedeas; 4/16/2026 Motion for Expedited Review; 4/20/2026 Am. Renewed Petition for Supersedeas.) Respondent moved to Dismiss Appellants' Petition on April 17, 2026, and Appellants filed a Return to the same on April 21, 2026. (See 4/17/2026 Motion to Dismiss; 4/21/2026 Return in Opposition.) Respondent filed a Return in Opposition to Appellants' Petition on April 28, 2026 and Appellants Replied on April 30, 2026. (See 4/28/2026 Return; 4/30/2026 Reply.) By Order dated April 30, 2026, this Court granted expedited review, denied Respondent's Motion to Dismiss, and Denied Appellants' Petition for Supersedeas. (See 4/30/2026 Order.)

On May 5, 2026, Appellants filed a Second Amended Notice of Appeal to incorporate the April 14 Form 4 Order and April 22 formal Order denying Appellants' Petition for Supersedeas into this appeal. (See 5/5/2026 2nd Am. Notice of Appeal.)

STANDARD OF REVIEW

By statute, appellate courts have jurisdiction to review interlocutory orders from the court of common pleas that grant, continue, modify, or refuse an injunction. S.C. Code Ann. § 14-3-330(4).

The granting of temporary injunctive relief is within the sound discretion of the trial court and will not be overturned absent an abuse of that discretion. City of Columbia v. Pic-A-Flick Video, Inc., 340 S.C. 278, 531 S.E.2d 518 (2000). An abuse of discretion occurs where the trial court is controlled by an error of law or where the trial court's order is based on factual conclusions without evidentiary support. Id. An abuse of discretion arises when the order was controlled by an error of law or when the order is based on factual conclusions that are without evidentiary support. Tri-County Ice & Fuel Co. v. Palmetto Ice Co., 303 S.C. 237, 242, 399 S.E.2d 779, 782 (1990). An abuse of discretion also occurs when the trial court is vested with discretion, but the ruling reveals no discretion was exercised. Fontaine v. Peitz, 291 S.C. 536, 538, 354 S.E.2d 565, 566 (1987) (internal citations omitted); State v. Smith, 276 S.C. 494, 498, 280 S.E.2d 200, 202 (1981) (“It is an equal abuse of discretion to refuse to exercise discretionary authority when it is warranted as it is to exercise the discretion improperly.”).

LAW/ANALYSIS

I. Did the Trial Court Abuse the Discretion Afforded to It in Granting and Modifying the Injunction Suspending the Operation of Appellants' Driving Range?

“An injunction is a drastic remedy issued by the court in its discretion to prevent irreparable harm suffered by the plaintiff.” Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc., 361 S.C. 117, 121, 603 S.E.2d 905, 907 (2004). The purpose of a preliminary injunction is to preserve the status quo and prevent irreparable harm to the party requesting it. See Powell v. Immanuel Baptist Church, 261 S.C. 219, 221, 199 S.E.2d 60, 61 (1973). When seeking a preliminary injunction, “the applicant must establish three elements to receive this relief: (1) he will suffer immediate, irreparable harm without the injunction; (2) he has a likelihood of success on the merits; and (3) he has no adequate remedy at law.” Compton v. S.C. Dep't of Corr., 392 S.C. 361, 366, 709 S.E.2d 639, 642 (2011).

The status quo for nearly sixty years has been for Appellants' driving range to be operational. Even when accepting as true Respondent's assertion that the issues with errant golf balls became a substantive issue in March 2021 with the TopTracer upgrades, the evidence reflects that the issue has largely been alleviated and the then current state of affairs did not present an

unreasonable trespass or endangerment to Respondent. Prior to Respondent filing this action, Appellants had already enacted several measures, at a total cost of \$413,681.00, resulting in an eighty percent improvement by the fall of 2023. (See 6/19/2025 Second Franseen Affidavit, ¶¶ 3-4.) The evidence further reflects that any property damage claimed by Respondent occurred prior to June 2024. (See 6/17/2024 Exhibit to Motion for TRO.)

Due to the lack of evidence showing that the claimed damages were continuing at the time the injunction was granted more than 18 months later, there was insufficient evidence to show that Respondent would suffer immediate, irreparable injury without the injunction, that there was a likelihood Respondent would succeed on the merits, or that the damages alleged by Respondent could not be addressed by monetary damages. The trial court appears to have assumed that the injuries claimed by Respondent continued. As a result, the trial court's Orders granting and modifying the injunction was based on factual conclusions without evidentiary support. Moreover, the trial court's failure to address the effectiveness of the improvements already made by Appellants and the drastic reduction in the number of errant golf balls onto Respondent's property shows that the discretion afforded to the trial court was not exercised.

In addition, by finding that “[i]n balancing the equities, the Court finds that temporary injunctive relief is warranted”, the trial court’s decision was controlled by an error of law. (2/13/2026 Order, p.2; 3/30/2026 Amended Order, p. 2) The balancing of equities was a component of the analysis for a temporary injunction for several years until it was eliminated by the South Carolina Supreme Court in 2010. See Poynter Invs. v. Century Builders of Piedmont, 387 S.C. 583, 585-87, 694 S.E.2d 15, 16-17 (2010) (“a balancing of equities is not a separate component in the preliminary injunction analysis.”) Consequently, to the extent the trial court balanced the equities, its Orders are controlled by an error of law and must be reversed.

Accordingly, the trial court’s Orders granting and modifying the injunction were based on factual conclusions without evidentiary support, show a failure of the trial court to exercise the discretion afforded to it, and were controlled by an error of law, and must be reversed.

II. Did the Trial Court Abuse the Discretion Afforded to It in Setting a “Low or Nominal” Bond that Failed to Provide Adequate Protection to Appellants?

As further explained herein, the trial court’s setting of a “low or nominal bond” of \$75,000 and refusal to increase the same was controlled by errors of law and based on factual conclusions without evidentiary support and must be

reversed. See, e.g., Tri-County Ice & Fuel Co., 303 S.C. at 242, 399 S.E.2d at 782.

A. Did the Trial Court’s Setting of a Low or Nominal Bond Violate Existing Precedent Requiring that Bonds Provide Adequate Protection to Enjoined Parties?

[N]o 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.

Rule 65(c), SCRCP.

Our precedent makes clear that a trial court may not order a temporary injunction without a bond, even when it is understood that the injunction would not curtail any commercial activities. In AJG Holdings, LLC v. Dunn, a trial court entered an injunction preventing any commercial activity on the enjoined parties’ property, but did not order a bond because the enjoined parties stated they were not using the property for commercial activities, there would be no need for a bond to protect their future losses as a result of the injunction. See 382 S.C. 43, 50, 674 S.E.2d 505, 508 (Ct. App. 2009). On appeal, this Court held that the failure to order a bond was reversible error, finding that the property had previously been used for commercial activities, and there must be a bond for the injunction enjoining those activities. Id. This Court further noted

that Rule 65(c), SCRCF, also requires security for the payment of court and other costs. See id. at 50, n.3, 674 S.E.2d at 508, n. 3.

In Atwood Agency v. Black, the South Carolina Supreme Court reviewed a trial court's order granting an injunction enjoining the misappropriation of trade secrets with a nominal bond of \$250 based on the trial court's conclusion that the enjoined parties had no right to the trade secrets and would therefore sustain only minimal damages. See 374 S.C. 68, 71, 646 S.E.2d 882, 883 (2007). The Court reversed the order entering the injunction and setting the bond, finding that “**a nominal security bond does not satisfy Rule 65(c)** because it erroneously assumes the injunction is proper instead of providing an amount sufficient to protect appellants in the event the injunction is ultimately deemed improper.” Id. at 73, 646 S.E.2d at 884. Accordingly, when setting a bond under Rule 65(c), trial courts must assume that the injunction will be reversed and determine an amount sufficient to protect the enjoined party for the costs and damages incurred.

Here, the trial court erroneously assumed the injunction was proper and determined that any economic impact on Appellants resulting from the injunction could never be considered damages. This conclusion is not born out of speculation or extrapolation. It is drawn directly from the trial court's

Orders. In granting the injunction and setting a “low or nominal bond”, which Appellants argue violates precedent at face value, the trial court stated that “the economic impact of compliance is not a ‘wrongful injunction damage’ **but a consequence of** bringing operations into conformity with the law.” (2/13/2026 Order, p. 4 (emphasis in original); 3/30/2026 Order, p. 4 (emphasis in original).) The trial court went on to state that “the likelihood of compensable damages to Defendants resulting from a wrongfully issued injunction is minimal and that any economic impact arising from compliance with this Order will not constitute wrongful-injunction damages.” (Id.)

Based on the language of the trial court’s February and March Orders alone, it is readily apparent that the trial court’s setting a “low or nominal bond” was controlled by errors of law and must be reversed.

The trial court’s assumption that the injunction was proper was made even more apparent by the trial court’s denial of Appellants’ Petition for Supersedeas. This Court, in remanding Appellants’ supersedeas petition, expressed concern over the extension of the injunction beyond the sixty-day period without consideration of whether the bond should be increased, and directed the trial court to “reconsider the amount of the bond in light of the ongoing nature of the injunction.” (4/3/2026 Order Remand Petition

Supersedeas, p. 3.) In response to this directive, the trial court stated that “the injunction was never intended nor desired to be ‘ongoing’”, but “was intended to expire after 60 days”. (4/22/2026 Order, p. 11.) The trial court went on to explain that the only reason the injunction would go beyond 60 days would be Appellants’ failure to “get professional help to modify their operations such that the Plaintiffs are no longer being damaged or placed in danger”, which is the relief sought by Respondent in its Complaint (Id.; Compl., p. 5.) In other words, the injunction may be lifted, but only if Appellants waive their right to a civil jury trial and give in to Respondent’s demands.

The trial court went on to determine the “low or nominal” bond was appropriate because “danger trumps economic inconvenience.” (4/22/2026 Order, p. 11.) However, the precedent cited by the trial court does not support its conclusions. The trial court cited to Shaw v. Coleman, 373 S.C. 485, 645 S.E.2d 252 (Ct. App. 2007), and Carter v. Lake City Baseball Club, Inc., 218 S.C. 255, 62 S.E.2d 470 (1950), two cases that addressed the entry of injunctions without even mentioning bonds. The trial court also considered Respondent’s ability to pay and concluded that “[r]equiring Plaintiffs to post a substantial bond as a condition of safety during a Court ordered suspension would improperly shift the burden of Defendants’ conduct onto the injured

parties.” (4/22/2026 Order, p. 13.) However, the trial court again cited to precedent that does not support its conclusions. The trial court cited to Levine v. Spartanburg Reg’l Servs. Dist., Inc., 367 S.C. 458, 626 S.E.2d 684 (Ct. App. 2006), a case involving the appropriateness of an injunction without any discussion or even any mention of a bond. The undersigned can find no authority allowing a trial court to lower a bond due to perceived danger or consider the financial status of a party seeking an injunction.

Consequently, the trial court’s conclusion that an increase of the “low or nominal” was not warranted is controlled by an error of law and must be reversed.

B. Was the Trial Court’s Setting of a Low or Nominal Bond Based on Factual Conclusions Without Evidentiary Support?

In addition to the errors of law, the trial court’s Orders granting and modifying the injunction are based on factual conclusions without evidentiary support. The trial court was presented with verified financial information and sworn affidavits showing that Appellants expected to lose \$121,461.00 in revenue from the Range in the first sixty days of the injunction based on figured from the previous year. (See 4/10/2026 Third Franseen Affidavit, ¶ 7.) The trial court was also presented with projections anticipating even more

significant losses in other areas of Appellants’ business, including projected losses from the Appellants’ golf courses totaling \$325,043.67 during the 60-day injunction based on figures from the previous year. (See id. ¶¶ 12-14].) The trial court’s determination that a \$75,000 bond, which would cover a mere 16.8% of the \$446,504.67 in anticipated losses, lacks evidentiary support, even when assuming the injunction would be lifted after sixty days.

The trial court’s reliance on factual conclusions without evidentiary support continued. In denying Appellant’s Petition for Supersedeas, the trial court examined Appellants’ projected losses, but included figures from winter months, ignoring Appellants’ evidence, which focused on losses for the same time of year, when Appellants’ Range and golf courses are busier and experience higher revenue. (4/22/2026 Order, p. 12.) The trial court’s conclusion that Appellants’ Range averaged \$967 in revenue per day, while technically correct for those time periods, does not accurately reflect the financial impact of the closure of the Range during peak spring and summer months. Based on the figures presented, the average revenue for the first sixty days of the injunction was \$2,024.35. (See 4/10/2026 Third Franseen Affidavit, ¶ 7.) The trial court’s continued conclusion that the “low or nominal”

\$75,000 bond is sufficient was based on a factual determination that lacks evidentiary support.

Consequently, the trial court's setting of a "low or nominal bond" of \$75,000 and refusal to increase the same was based on factual conclusions without evidentiary support and must be reversed.

III. Did the Trial Court Abuse its Discretion in Refusing to Continue the Hearing on Respondent's Motion for Temporary Injunctive Relief for Lack of Proper Notice?

As additional and further grounds for relief, Appellants submit that the trial court's permitting Respondent to amend its Motion for a Temporary Restraining Order to a Motion for a Preliminary Injunction only three days before the hearing was reversible error.

Throughout much of the proceedings before the trial court, Respondent continued to pursue a Temporary Restraining Order, in spite of the fact that our Rules do not allow TROs to suspend a business's operations. See Rule 65(e), SCRCF. It was not until December 9, 2025, three days before the hearing on Respondent's Motion for TRO, that Respondent amended their Motion to request a temporary injunction. (See 12/9/2025 Am. Motion TRO.) At the hearing, Appellants objected, arguing that they were not afforded the proper ten-day notice required by Rules 65(e) and 6(d), SCRCF, and required

additional time to prepare to address Respondent's new claims. The trial court overruled Appellants' objection and heard Respondent's Motion.

A judge's ruling on whether to grant a continuance will not be disturbed absent an abuse of discretion. Reiland v. Southland Equip. Serv., Inc., 330 S.C. 617, 500 S.E.2d 145 (Ct. App. 1998). To justify a continuance, the moving party must show not only the absence of some material evidence, but also due diligence on his part to obtain it. Id. at 617, 500 S.E.2d at 145; Hudson v. Blanton, 282 S.C. 70, 316 S.E.2d 432 (Ct. App. 1984).

Going into the December 12, 2025 hearing, Appellants had insufficient notice that Respondent corrected a critical procedural defect and would be advancing a significantly different argument. Up until that point, Respondent had been seeking a TRO, a form of relief that may not be granted to "suspend the general and ordinary business of an individual, partnership, association or corporation." Rule 65(e), SCRCP. Respondent's last-minute correction did not provide sufficient notice for Appellants make all necessary alterations to its planned defense. Appellants were further prejudiced by Respondent's last-minute switch to a form of relief that required a security bond in an amount sufficient to protect Appellants in the event the injunction is ultimately deemed improper. Had Appellants had proper notice, additional information regarding

the current state of affairs with respect to the number of errant golf balls traveling onto Respondent's property and additional financial information regarding the impact any temporary injunction may have on Appellants would have been obtained and presented. With only three days' notice, Appellants were not able to properly prepare and the trial court's refusal to continue the hearing was an abuse of discretion.

CONCLUSION

The trial court's Orders Granting the temporary injunction enjoining the operation of Appellants' Range, setting a "low or nominal" bond of \$75,000, modifying the injunction to continue beyond the initial sixty day period and imposing additional requirements for the lifting of the injunction, and refusing to increase the security bond departs from the clear directives of this Court and the South Carolina Supreme Court establishing the elements that must be established by a party seeking a temporary injunction and requiring a security bond sufficient to protect an enjoined party in the event the injunction is ultimately deemed improper.

Accordingly, Appellants Appellant Palmetto Dunes Resort, LLC (erroneously referred to as Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort) and Callaway Brands, Inc., d/b/a Top Tracer Golf

respectfully request that the trial court's Orders be reversed and this Court remand this case to the trial court with directions to deny Respondent's Motion for a Temporary Injunction or, in the alternative, to direct the trial court to increase the security bond to an amount sufficient to afford adequate protection.

Respectfully submitted,

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APPELLANTS' INITIAL BRIEF

August 5, 2026
Columbia, South Carolina

RECEIVED

Aug 05 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
R. Lawton McIntosh, Circuit Court Judge

Appellate Case No. 2026-000690
Case No. 2024-CP-07-00156

Queens Grant Regime, II, Inc., Horizontal Property Regime,Respondent,

vs.

Greenwood Resorts and Communities, Inc. d/b/a Palmetto Dunes Resort and
Callaway Brands, Inc. d/b/a Top Tracer Golf,..... Appellants,

PROOF OF SERVICE

I hereby certify that I have served **APPELLANTS GREENWOOD
RESORTS AND COMMUNITIES, INC. D/B/A PALMETTO DUNES
RESORT AND CALLAWAY BRANDS, INC. D/B/A TOP TRACER
GOLF'S INITIAL BRIEF** upon all parties by electronic mail to the below
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**PROOF OF SERVICE -
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GOLF'S INITIAL BRIEF**

August 5th, 2026
Columbia, South Carolina