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. PV

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

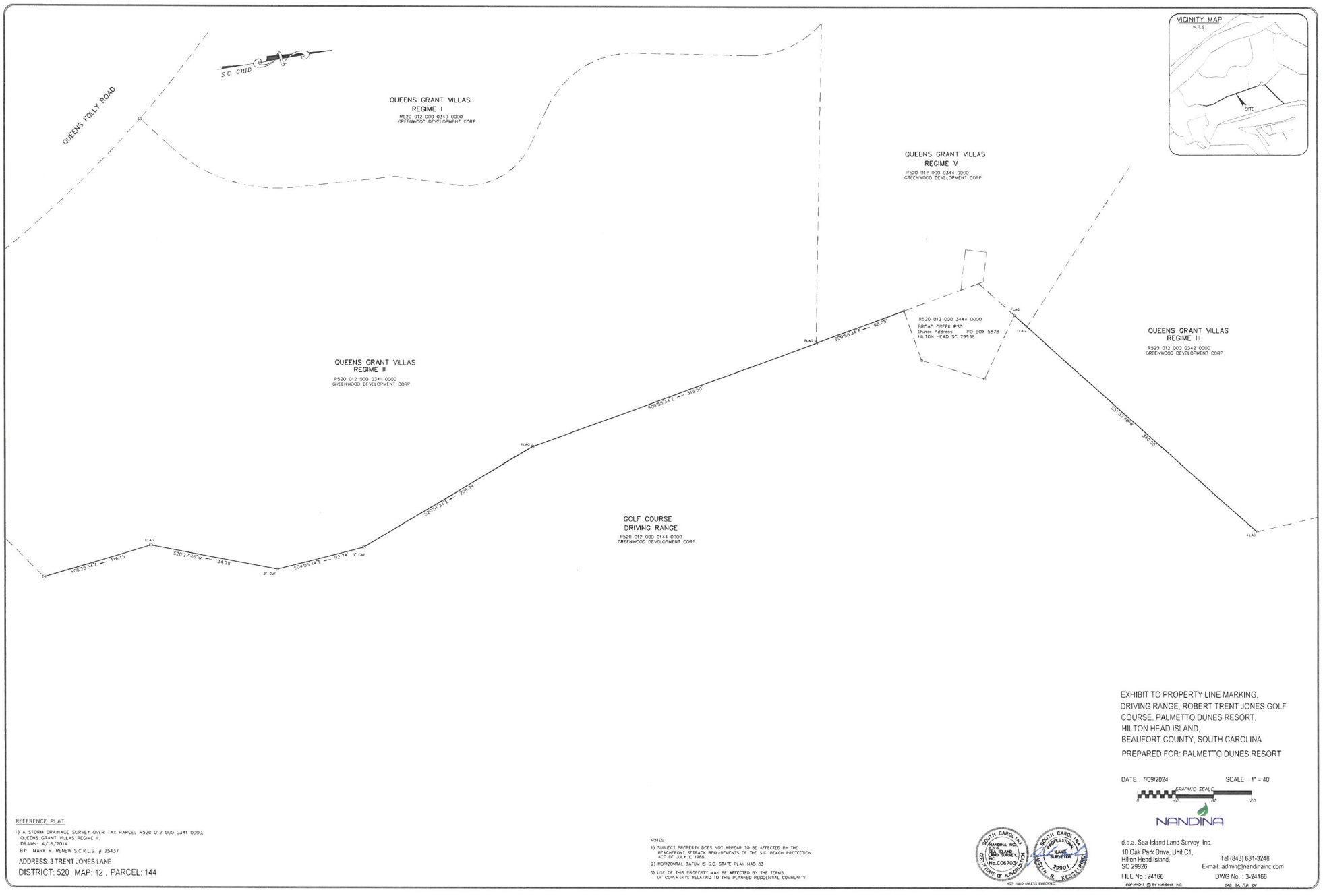

EXHIBIT TO PROPERTY LINE MARKING,
DRIVING RANGE, ROBERT TRENT JONES GOLF
COURSE, PALMETTO DUNES RESORT,
HILTON HEAD ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA

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 CK

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 NANDINA INC. SEA ISLAND LAND SURVEY CERTIFICATE OF AUTHORIZATION No.C06703

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR 29901 WILLIAM R. KESSLER

NOT VALID UNLESS EMBOSSED

EXHIBIT 2

EXHIBIT D

Collins Lacy
ATTORNEYS AT LAW

Christian Stegmaier | D: 803.255.0454 | E: cstegmaier@collinsandlacy.com

February 27, 2025

RULE 408, SCRE COMMUNICATION

VIA EMAIL AND U.S. MAIL
Gregory M. Alford, Esquire
Alford Law Firm, LLC
Post Office Drawer 8008
Hilton Head Island, SC 29938
gregg@alfordlawsc.com

Re: Queens Grant Regime, II, Inc., Horizontal Property Regime vs. Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a Top Tracer Golf
Civil Action No. 2024-CP-07-00156
Claim No. 1629169
C&L File No. 001832-00214

Dear Gregg:

I. Purpose of Settlement Offer

In the interest of resolving this matter amicably and in accordance with Judge McIntosh's guidance, Palmetto Dunes proposes a settlement focused on additional corrective actions to further reduce the frequency of errant golf balls reaching the Plaintiff's property. This proposal seeks to balance the interests of the driving range and the neighboring property owners, ensuring continued operations with enhanced protective measures.

II. Proposed Corrective Measures

Palmetto Dunes Resort is willing to implement the following additional mitigation strategies to continue to reduce ball over-the-net numbers.

1. **Proposed ball over-the-net mitigation strategies**

   - ADD additional aim-point targets to the range. This may reduce the number of balls being hit across the range, (from a bay on the right to a target on the left).
   - REMOVE "Long Drive" and "Driving Challenge" from the offering.

- ADD player responsibility statement to the in-bay monitors. This includes express directive/warnings to players regarding over-the-net and errant shots.

2. Operational Changes & Monitoring

- ADD additional, highly visible, ball over-the-net monitoring screens to the Proshop and Toptracer Ball Shack.

- DEVELOP additional bay reservation process than may include (technology may be limiting)

    1. Limit reservable bay availability by Bay number, time of day, number of bays available to consolidate non-golfers to the middle of the range.
    2. Restrict left-handed, reservation only golfers to bay right of center. The typical errant left-hand golf shot is left of target.

3. Signage & User Awareness

- INSTALL signs on the shared property line, facing Queens Grant that beyond this point is property of the Robert Trent Jones Golf Course and is a potential errant golf ball landing area..

- INSTALL Signs along the CART PATH that runs down the left of the range, making any pedestrian, biker, dog walker, beach goer aware that they are on Robert Trent Jones Golf Course property and in a potential golf ball landing area. The golf course and its partners are not responsible to personal injury or damage.

4. Improved Resident/Guest Safety

- CLOSE the cart path to the left of the range to ALL non-golf course employees.

- INSTALL a fence on the property line to prevent residents/guests from accidentally entering the golf course property.

III. No Admission of Liability

This settlement proposal is made solely in the interest of resolution and does not constitute an admission of liability by Palmetto Dunes Resort, Callaway Brands, Inc., or any affiliated entity.

IV. Conclusion

This proposal provides a reasonable and mutually beneficial solution that meets the concerns raised in the lawsuit while avoiding excessive litigation costs and disruptions to business operations. We trust that these corrective actions address Plaintiffs' primary concerns regarding errant golf balls and look forward to working toward a resolution.

Please confirm Plaintiff's willingness to proceed with this framework, or provide any specific, reasonable counter-proposals so that we may reach an agreement.

Respectfully,

/s Christian Stegmaier

Christian Stegmaier

CS/emb

cc: Clients
Brandon Smith, Esquire
Ned Nicholson, Esquire
Mitch Griffith, Esquire

Candace M. Oxner

From: Christian Stegmaier
Sent: Wednesday, February 26, 2025 10:05 AM
To: 'Gregg Alford'
Cc: 'Victoria Gill'
Subject: RE: Queens Grant II HPR v. Top Tracer, Et. Al. Case No: 2024-CP-07-00156
Attachments: Queens Grant Settlement Proposal.pdf

Please see attached settlement proposal. All proposals are meant to go into immediate effect.

Please advise of any counterproposals, etc.

Available for a call at your convenience.

CS
Cell: 803-467-9699

Candace M. Oxner

From: Christian Stegmaier
Sent: Thursday, February 27, 2025 12:09 PM
To: 'Gregg Alford'
Cc: 'Victoria Gill'
Subject: RE: Queens Grant II HPR v. Top Tracer, Et. Al. Case No: 2024-CP-07-00156
Attachments: Alford (Settlement Terms) - final.pdf

Gregg-

Good afternoon.

Attached is a revised/amended version of the proposed strategies to reduce errant golf balls in the Queen Grant area. This version includes several additional strategies our client believes would make the situation that much safer to the surrounding homes.

I would appreciate a call from you at your convenience to discuss the same.

CS
Cell: 803-467-9699

EXHIBIT 3

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT
Queens Grant Regime, II, Inc., Horizontal Property Regime, Plaintiff, vs. Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a TopTracer Golf, Defendants.	)	CIVIL ACTION NO.: 2024-CP-07-00156 Amended Motion for Temporary Restraining Order and/or Preliminary Injunction

To The Defendants Named Above:

Please take notice that the Plaintiff, herein, will move before this Honorable Court for an Order, pursuant to Rule 65 of the SCRCP, ordering the Defendants to cease and desist in having golf balls enter the Plaintiff's property. The Plaintiff and its members have been under an almost constant barrage of golf balls which cause property damage, injury and emotional distress. The Plaintiff's have no adequate remedy at law and are suffering irreparable harm. Defendants challenged the original motion as being made under Rule 65 (a) and not 65 (b). Plaintiff hereby amends its motion to encompass the entirety of Rule 65.

For the record, **Plaintiff is not asking this Court to "suspend the general and ordinary business of the Defendants."** Plaintiff is seeking an order enjoining, restraining and prohibiting the Defendants from further trespassing, damaging, and endangering the property and members of the Plaintiff. In other words, Plaintiff just wants to stop being barraged, damaged, and terrorized by almost constant danger of concentrated errant golf shots. It is up to the Defendants to properly operate their business without interfering with and invading their neighbor's property rights and causing damage and dread.

A. Standard for Temporary Relief.

"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 plaintiff's complaint must allege facts sufficient to constitute a cause of action for injunction and demonstrate it is reasonably necessary to protect the legal rights of the plaintiff pending in the action. *Peek v. Spartanburg Reg'l Healthcare Sys*., 367 S.C. 450, 454, 626 S.E.2d 34, 36 (Ct. App. 2005); *County of Richland v. Simpkins*, 348 S.C. 664, 669, 560 S.E.2d 902, 904 (Ct. App. 2002). Generally, for a preliminary injunction to be granted, the plaintiff must establish that: (1) he would suffer irreparable harm if the injunction is not granted; (2) he will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law. *Scratch Golf Co.,* 361 S.C. at 121, 603 S.E.2d at 908; *Peek*, 367 S.C. at 454-55, 626 S.E.2d at 36. "Before granting an injunction, the trial court should balance the equities: the court should look at the particular facts of each case and the equities of each party and determine which side, if any, is more entitled to equitable relief." *Peek*, 367 S.C. at 455, 626 S.E.2d at 36-37. The purpose of an injunction is to preserve the status quo and prevent possible irreparable injury to a party pending litigation. Id.

The plaintiff is not required to prove an absolute legal right when seeking a preliminary injunction, but the plaintiff must present a reasonable question as to the existence of such a right. Id. at 456, 626 S.E.2d at 37. "When a court is requested to issue a temporary injunction it may consider the merits of a case to the extent necessary to determine whether a temporary injunction is appropriate." *Helsel v. City of N. Myrtle Beach*, 307 S.C. 29, 32, 413 S.E.2d 824, 826 (1992). "Once a prima facie showing has been made entitling the plaintiff to injunctive relief, a temporary injunction will be granted without regard to the ultimate termination of the case on the

merits." Id.

The Plaintiff has made much more than a prima facie case for immediate relief. There exists no legal or equitable principle that allows anyone anywhere to operate a business that regularly damages and endangers their neighbors. Are we just waiting for a serious injury or death and ignoring the damage to the Plaintiff's property and property rights so the Defendants can make money?

B. Plaintiffs are Suffering Irreparable Harm.

Irreparable harm is, by its very nature, harm that is difficult, if not impossible to quantify. *See e.g. Columbia Broad. Sys., Inc. v. Custom Recording Co*., 258 S.C. 465, 477-78 (1972) (holding that the mere uncertainty of fixing the measure of damage may be sufficient to justify equitable jurisdiction). While irreparable harm is a fact-based inquiry that depends on the particularities in each case, South Carolina courts have found irreparable harm, for example, where residents' right to use and enjoy their property was interfered with by the noise and traffic caused by a bed and breakfast operating in the subdivision in violation of restrictive covenants, *AJG Holdings, LLC v. Dunn*, at 52, and where residents "had legitimate grievances" about traffic, excessive noise, trespass, roaming dogs, and illegal and improper parking, *Ware v. Beaufort Cnty.*, No. 2023-000581, 2025 WL 18400, at *5 (S.C. Ct. App. Jan. 2, 2025). *Oil Co. v. Pee Dee Oil & Ice Co.*, 62 S.C. 196 (1901) (reversing the denial of a temporary injunction because the denial of access to property is irreparable harm, making the temporary injunction proper).

If annoyance from traffic, excessive noise, dogs and parking are sufficient to warrant temporary relief, certainly causing your neighbor actual damage, putting them in danger and materially interfering with their use of their own property is more than sufficient.

C. No Adequate Remedy at Law.

While it may make up for the harm caused so far, money will not make the Plaintiffs safe or free from danger. Third, no adequate remedy at law exists, as only an order of the Court will prevent the immediate, irreparable harm from which Plaintiffs are suffering and will continue to suffer, including the harm from the near constant barrage of errant shots, damage, fear and stress. The adequate remedy at law must be equitable and provide for "preservation of the property at issue until the matter has been adjudicated." *Grosshuesch v. Cramer,* 367 S.C. 1, 5 (2005). Neither the ability to call law enforcement or to pursue damages is an adequate remedy at law for intrusions on property rights. *AJG Holdings, LLC*, 382 S.C. at 52 (affirming finding that "criminal law resolutions and an award of monetary damages [were] . . . inadequate remedies for intrusions on Respondents' property rights"). Even where a legal remedy like money damages exists, injunctive relief is appropriate where, as here, the wrongful act continues. See *Levine v. Spartanburg Reg. Serv. Dist., Inc.,* 367 S.C. 458, 467 (Ct. App. 2005) (holding that an injunction is proper where monetary damages alone would not remedy harm); see also *Columbia Broad. Sys., Inc. v. Custom Recording Co*., 258 S.C. 16 465, 477-478 (1972) (rejecting argument that availability of money damages was a sufficient basis upon which to deny a motion for temporary injunction, where wrongful act may continue).

D. Plaintiffs Are Likely to Succeed on the Merits of Their Claims.

A plaintiff has shown a likelihood of success on the merits if the facts alleged constitute a prima facie showing. In evaluating whether a prima facie case has been made, courts only look to the allegations in the complaint. *Atwood Agency v. Black*, 374 S.C. 68, 72, 646 S.E.2d 882, 884 (2007) ("The merits of the underlying case are to be considered only to the extent necessary to determine whether there has been a prima facie showing to support a temporary injunction." (quoting *Curtis v. State*, 345 S.C. 557, 549 S.E.2d 591 (2001)); *see also Compton v. S.C. Dept. of*

Correcs., 392 S.C. 361, 367-8 (2011).

One wonders how much the Plaintiffs in this matter must endure. If broken windows, people being hit, damaged siding, roofs and automobiles are not enough to get relief, what is?

E. The Plaintiff is Not Seeking to Shut Down Defendant's Business, but Only Seeking a Lesser Temporary Remedy to Protect People and Property.

Understandably, this Court and the parties have struggled to come up with a "middle ground" somewhere between the current conditions (a free fire zone) and a shutdown of a viable business. Plaintiff acknowledges that a bond is required by Rule 65. However, that bond is to be determined by a balancing of the equities.

Although not binding, the unpublished opinion *Ware v. Beaufort County* is instructive. In *Ware*, the County was operating a ferry service from a location which caused the neighbors to seek an injunction. The Trial Court issued an injunction ordering the County to move the ferry operations to another location and required a $10,000 bond. The Court of Appeals, while not taking issue with the $10,000 bond, did find the injunction to be overly broad reasoning as follows:

> "Although an injunction was appropriate based upon Residents' nuisance claim, we hold the circuit court abused its discretion by issuing an excessively broad preliminary injunction rather than tailoring the scope to address the specific nuisance elements about which Residents complained. *See Richland County v. S.C. Dep't of Revenue*, 422 S.C. 292, 309, 811 S.E.2d 758, 767 (2018) ("An order granting or denying an injunction is reviewed for abuse of discretion (*internal citations omitted), see also* 27 S.C. Jur. *Injunctions* § 12 ("[An] injunction should not be overbroad or provide relief more sweeping than is necessary.").
>
> Even assuming the use of the ferry was appropriate under the applicable zoning laws, the County must use the Property responsibly in a manner that does not cause unreasonable disturbance. *See LeFurgy v. Long Cove Club Owners Ass'n, Inc.*, 313 S.C. 555, 558, 443 S.E.2d 577, 579 (Ct. App. 1994) ("If a lawful business is operated in an unlawful or unreasonable manner so as to produce material injury or great annoyance to others or unreasonably interferes with the lawful use and enjoyment of the property of others, it will constitute a nuisance."). Residents had legitimate grievances regarding how the County operated the ferry service. They complained of increased traffic, dangerous traffic conditions, excessive noise, trespass, roaming dogs, and illegal and improper parking.

> However, Residents failed to demonstrate the complete cessation of the ferry service was necessary to address these concerns. *See Richland County*, 422 S.C. at 309-10, 811 S.E.2d at 767 ("An injunction is a drastic remedy issued by the court in its discretion to prevent irreparable harm suffered by the plaintiff." (quoting *Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc.*, 361 S.C. 117, 121, 603 S.E.2d 905, 907 (2004))); *Jennings-Dill, Inc.*, 442 S.C. at 106, 897 S.E.2d at 205 ("An applicant for a preliminary injunction must allege sufficient facts to state a cause of action for injunction and demonstrate that this relief is reasonably necessary to preserve the rights of the parties during the litigation." (quoting *Compton v. S.C. Dep't of Corr.*, 392 S.C. 361, 366, 709 S.E.2d 639, 642 (2011)). Thus, the complete cessation of ferry operations from the Buckingham Landing site was more sweeping than was necessary to preserve Residents' rights during the litigation. *See* 27 S.C. Jur. *Injunctions* § 12 ("[An] injunction should not be overbroad or provide relief more sweeping than is necessary.").
>
> Rather, the circuit court should have tailored the injunctive relief to address Residents' specific concerns without shutting down the ferry. *See Strong v. Winn-Dixie Stores, Inc.*, 240 S.C. 244, 257, 125 S.E.2d 628, 634 (1962) ….. For example, the circuit court could have reduced the number of times the ferry departed from and arrived at the Buckingham Landing site or directed the County to increase patrol of the area, provide a specified area where passengers could take their dogs to relieve themselves, build (or improve existing structures to provide) sufficient facilities for passengers to await the ferry, and increase enforcement of traffic violations and other relevant offenses.

In the present case, the Court could easily tailor the remedy by (A) Ordering Defendants to cease and desist trespassing and damaging Plaintiff and its property, and set up an enforcement mechanism that fines the Defendants for each errant shot; or (B) Requiring the Defendants to do one or some of the following (1-9 paid for by Plaintiff through its expert's report):

1. Build a higher net, or a portion in the hot zones;
2. Indemnify the Plaintiffs for any injuries;
3. Re-orient the tee box to angle them away from the Defendant;
4. Extend screens from the tee boxes;
5. Impose a fine system for errant shots (Defendants claim they track in real time);
6. Require customers to sign an acknowledgement of fine system and liability for errant shots;
7. Aggressive signage and an acknowledgement at sign in;

8. Restrict hitting bays closest to Plaintiffs to lesser distance clubs;

9. Angle hitting surface downward,

10. Finally, impose a monetary fine on the Defendants for every ball (over a certain threshold) that trespasses onto Plaintiff's property.

The Court could also order any combination of the above. The main point is to ORDER THE DEFENDANTS TO DO WHATEVER THEY HAVE TO DO TO STOP HARMING THE DEFENDANTS AND ITS MEMBERS WITH ERRANT SHOTS! PLEASE! How the Defendants accomplish this is up to them.

The *Ware* case invites and directs this Court to try to fashion a tailored remedy. Plaintiffs prayer for relief is not to shut down Defendants' business but rather to make them stop harming the Plaintiff.

Pursuant to Rule 65 SCRCP, the Plaintiff is entitled to an Order enjoining the Defendants from further trespassing and damaging Plaintiff's property and terrorizing its members with errant golf shots.

Respectfully submitted,

ALFORD LAW FIRM, LLC

By: s/Gregory M. Alford

Gregory M. Alford, Esq.
SC Bar #: 6932
gregg@alfordlawsc.com
Post Office Drawer 8008
Hilton Head Island, South Carolina 29938
(843) 842-5500

Dated this 9th day of December 2025
Hilton Head Island, Beaufort County, South Carolina.

EXHIBIT 4

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT
Queens Grant Regime, II, Inc., Horizontal Property Regime, Plaintiff, vs. Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a TopTracer Golf, Defendants.	)	CIVIL ACTION NO.: 2024-CP-07-00156 PROPOSED ORDER GRANTING TEMPORARY INJUNCTIVE RELIEF AND SETTING RULE 65(c) BOND

THIS MATTER comes before the Court on Plaintiff's Motion for Temporary Restraining Order and/or Preliminary Injunction pursuant to Rule 65, SCRCP. The Court, having reviewed the pleadings, affidavits, exhibits, and memoranda submitted by the parties, having heard the arguments of counsel, and having carefully considered the matter, now issues the following Order.

Findings of Fact and Law

Based on the record, the Court finds that Plaintiff has made a prima facie showing that Defendants' operation of the TopTracer driving range has resulted in ongoing unlawful trespass onto Plaintiff's property, damage to homes and vehicles, and an unreasonable risk of physical injury to Plaintiff's members, residents, and guests. The Court further finds that Plaintiff has demonstrated irreparable harm for which there is no adequate remedy at law and that temporary injunctive relief is reasonably necessary to protect Plaintiff's property and safety interests pending final adjudication of this action. *See AJG Holdings, LLC v. Dunn,* 382 S.C. 43, 52, 674 S.E.2d 505, 510 (Ct. App. 2009).

The Court finds that Defendants designed, control, and operate all aspects of the TopTracer driving range and are therefore solely and uniquely positioned to implement corrective measures

necessary to prevent further harm. The Court further finds that, to date, Defendants have not demonstrated that they can operate the driving range without continuing trespass, property damage, and danger to neighboring residents. In essence, the Defendants are operating a lawful business in an unlawful manner. *See LeFurgy v. Long Cove Club Owners Ass'n, Inc.*, 313 S.C. 555, 558, 443 S.E.2d 577, 579 (Ct. App. 1994).

In balancing the equities, the Court finds that temporary injunctive relief is warranted and that such relief must be narrowly tailored to address the specific harms at issue. *See Richland Cnty. v. S.C. Dep't of Revenue,* 422 S.C. 292, 309–10, 811 S.E.2d 758, 767 (2018); *see also* 27 S.C. Jur. Injunctions §12. The Court further finds that Rule 65(c), SCRCP, requires security only to protect Defendants against damages incurred if the injunction is later determined to have been wrongfully issued and does not require a bond sufficient to insure Defendants against speculative lost profits or the economic consequences of being required to operate their business in a lawful manner such that it does not cause physical damage to Plaintiffs property.

The Court fully understands that temporary relief is an extraordinary measure. However, it is undisputed that an unreasonable number of errant shots are trespassing onto the Plaintiff's property thereby creating an empirical potential for significant injury or death (see Plaintiffs Expert Report filed in the record) temporary relief is fully justified in this case. The Court also seeks herein to temper and/or tailor the relief such that Defendants are fully able to suspend or lessen the effect through their owe efforts.

Temporary Injunctive Relief and Suspension of Operations

This Court and the parties have struggled with identifying, much less implementing, intermediate safety measures short of installing a net over 130 feet. Since Defendants appear to be unable or unwilling to install such a netting system, and the trespass, damage and endangerment

has continued, this Court Orders as follows: (1) effective January 15, 2026, Defendants are ordered to temporarily suspend the golf ball hitting portions of the Defendants' TopTracer driving range for a period of sixty (60) days; (2) during this period of time, Defendants shall provide to the Court a concrete plan to modify the design and operations of the golf ball portions of the Defendants' TopTracer driving range (the "Operations Plan")[1]. Defendants shall be permitted to continue their food and beverage operations and any other activities that do not involve driving golf balls.

The Court 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.

This suspension is not punitive in nature 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.

During the suspension period, any proposed plan shall be reviewed and approved by an industry recognized expert, prior to submission for judicial consideration.

Defendants may apply to the Court **at any time** during the suspension period to reopen any type of operations upon submission of a proposed plan. Any application to reopen shall be subject to Court review and approval after notice to Plaintiff and an opportunity for Plaintiff to be heard.

Sixty (60) days, or soon thereafter the effective date of this Order, the Court should hold a hearing to determine whether or not the suspension or the bond should be modified in any way.

---

[1] The "Plan" shall be prepared by and attested to by an industry recognized and court expert for the Courts review.

RULE 65(c) BOND

Pursuant to Rule 65(c), SCRCP, the Court finds that a **low or nominal bond** is appropriate under the circumstances of this case. Requiring 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. Equity does not require such a result. *See Levine v. Spartanburg Reg'l Servs. Dist., Inc.,* 367 S.C. 458, 467, 626 S.E.2d 684, 689 (Ct. App. 2006). Where a lawful business is operated in an unlawful or unreasonable manner so as to materially interfere with neighboring property rights, injunctive relief is appropriate notwithstanding economic impact. *See LeFurgy v. Long Cove Club Owners Ass'n, Inc.,* 313 S.C. 555, 558, 443 S.E.2d 577, 579 (Ct. App. 1994). Under such circumstances, the economic impact of compliance is not a "wrongful-injunction damage" **but a consequence of** bringing operations into conformity with the law.

The bond requirement is not intended to punish the party seeking injunctive relief, nor is it a proxy for alleged damages arising from the underlying dispute. Rather, the bond serves the narrow purpose of protecting the enjoined party against damages proximately caused by the injunction itself. *See Helsel v. City of N. Myrtle Beach*, 307 S.C. 29, 32, 413 S.E.2d 824, 826 (1992).

The Court finds 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.

Accordingly, the Court sets the Rule 65(c) bond in the amount of $ 75,000. Upon posting of the bond, if any, this Order shall take immediate effect.

(Seventy-five thousand)
RLB

Scheduling and Reservation of Rights

The Court retains jurisdiction to modify this Order, including the duration of the suspension, the scope of permitted operations, the approval of any proposed operational plan, or the amount of the bond, upon motion and good cause shown.

This Order is temporary in nature and does not constitute a final adjudication of the merits of Plaintiff's claims or Defendants' defenses.

AND IT IS SO ORDERED.

Walhalla, SC

The Honorable R. Lawton McIntosh

EXHIBIT 5

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

TO: CHRISTIAN STEGMAIER ATTORNEY FOR THE DEFENDANTS

YOU WILL PLEASE TAKE NOTICE that pursuant to that Order Granting Preliminary Injunction dated February 13, 2026, the Plaintiffs did, on March 20, 2026, post with the Clerk of Court of Beaufort County, a Seventy-Five Thousand Dollar injunction bond. This bond is posted pursuant to Judge McIntosh's February 13, 2026, Order, as security for any damages that may be incurred in the event the Defendants are determined to have been wrongfully enjoined.

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 20th day of March 2026
Hilton Head Island, South Carolina.

EXHIBIT 6

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 Rule 62 (c) Motion to Modify Clerical Error on February 13, 2026, Order Granting Temporary Relief

COMES NOW Plaintiff, pursuant to SCRCP Rule 62(c), and moves this Court to modify its Order Granting Temporary Relief dated February 13, 2026, by changing the effective date from January 15, 2026, to March 30, 2026, or to such other date the Court deems appropriate.

Plaintiff makes this motion because the commencement date for the Order is January 13, 2026, which appears to be a clerical error since the Order was not signed until February 13, 2026. Plaintiff has posted the requisite bond with the Beaufort County Clerk of Court and is in need of having the injunction in effect to prevent further harm and danger.

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 20th day of March 2026
Hilton Head Island, South Carolina.

EXHIBIT 7

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT
Queens Grant Regime, II, Inc., Horizontal Property Regime, Plaintiff, vs. Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a TopTracer Golf, Defendants.	)	CIVIL ACTION NO.: 2024-CP-07-00156 AMENDED ORDER GRANTING TEMPORARY INJUNCTIVE RELIEF AND SETTING RULE 65(c) BOND

THIS MATTER comes before the Court on Plaintiff's Motion for Temporary Restraining Order and/or Preliminary Injunction pursuant to Rule 65, SCRCP. The Court, having reviewed the pleadings, affidavits, exhibits, and memoranda submitted by the parties, having heard the arguments of counsel, and having carefully considered the matter, now issues the following Order.

Findings of Fact and Law

Based on the record, the Court finds that Plaintiff has made a prima facie showing that Defendants' operation of the TopTracer driving range has resulted in ongoing unlawful trespass onto Plaintiff's property, damage to homes and vehicles, and an unreasonable risk of physical injury to Plaintiff's members, residents, and guests. The Court further finds that Plaintiff has demonstrated irreparable harm for which there is no adequate remedy at law and that temporary injunctive relief is reasonably necessary to protect Plaintiff's property and safety interests pending final adjudication of this action. *See AJG Holdings, LLC v. Dunn,* 382 S.C. 43, 52, 674 S.E.2d 505, 510 (Ct. App. 2009).

The Court finds that Defendants designed, control, and operate all aspects of the TopTracer driving range and are therefore solely and uniquely positioned to implement corrective measures necessary to prevent further harm. The Court further finds that, to date, Defendants have not

demonstrated that they can operate the driving range without continuing trespass, property damage, and danger to neighboring residents. In essence, the Defendants are operating a lawful business in an unlawful manner. *See LeFurgy v. Long Cove Club Owners Ass'n, Inc.*, 313 S.C. 555, 558, 443 S.E.2d 577, 579 (Ct. App. 1994).

In balancing the equities, the Court finds that temporary injunctive relief is warranted and that such relief must be narrowly tailored to address the specific harms at issue. *See Richland Cnty. v. S.C. Dep't of Revenue,* 422 S.C. 292, 309–10, 811 S.E.2d 758, 767 (2018); *see also* 27 S.C. Jur. Injunctions §12. The Court further finds that Rule 65(c), SCRCP, requires security only to protect Defendants against damages incurred if the injunction is later determined to have been wrongfully issued and does not require a bond sufficient to insure Defendants against speculative lost profits or the economic consequences of being required to operate their business in a lawful manner such that it does not cause physical damage to Plaintiffs property.

The Court fully understands that temporary relief is an extraordinary measure. However, it is undisputed that an unreasonable number of errant shots are trespassing onto the Plaintiff's property thereby creating an empirical potential for significant injury or death (see Plaintiffs Expert Report filed in the record) temporary relief is fully justified in this case. The Court also seeks herein to temper and/or tailor the relief such that Defendants are fully able to suspend or lessen the effect through their owe efforts.

Temporary Injunctive Relief and Suspension of Operations

This Court and the parties have struggled with identifying, much less implementing, intermediate safety measures short of installing a net over 130 feet. Since Defendants appear to be unable or unwilling to install such a netting system, and the trespass, damage and endangerment has continued, this Court Orders as follows: **(1) Defendants are ordered to temporarily suspend**

the golf ball hitting portions of the Defendants' TopTracer driving range for a period of sixty (60) days, which sixty (60) day period shall commence upon the filing of the required Rule 65(c) bond with the Beaufort County Clerk of Court. The Court notes that the Seventy-Five Thousand Dollar ($75,000.00) bond was filed on March 20, 2026; (2) during this period of time, Defendants shall provide to the Court a concrete plan to modify the design and operations of the golf ball portions of the Defendants' TopTracer driving range (the "Operations Plan")[1]. Defendants shall be permitted to continue their food and beverage operations and any other activities that do not involve driving golf balls.

The Court 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.

This suspension is not punitive in nature 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.

During the suspension period, any proposed plan shall be reviewed and approved by an industry recognized expert, prior to submission for judicial consideration.

Defendants may apply to the Court **at any time** during the suspension period to reopen any type of operations upon submission of a proposed plan. Any application to reopen shall be subject to Court review and approval after notice to Plaintiff and an opportunity for Plaintiff to be heard.

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[1] The "Plan" shall be prepared by and attested to by an industry recognized and court expert for the Courts review.

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.

RULE 65(c) BOND

Pursuant to Rule 65(c), SCRCP, the Court finds that a **low or nominal bond** is appropriate under the circumstances of this case. Requiring 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. Equity does not require such a result. *See Levine v. Spartanburg Reg'l Servs. Dist., Inc.,* 367 S.C. 458, 467, 626 S.E.2d 684, 689 (Ct. App. 2006). Where a lawful business is operated in an unlawful or unreasonable manner so as to materially interfere with neighboring property rights, injunctive relief is appropriate notwithstanding economic impact. *See LeFurgy v. Long Cove Club Owners Ass'n, Inc.,* 313 S.C. 555, 558, 443 S.E.2d 577, 579 (Ct. App. 1994). Under such circumstances, the economic impact of compliance is not a "wrongful-injunction damage" **but a consequence of** bringing operations into conformity with the law.

The bond requirement is not intended to punish the party seeking injunctive relief, nor is it a proxy for alleged damages arising from the underlying dispute. Rather, the bond serves the narrow purpose of protecting the enjoined party against damages proximately caused by the injunction itself. *See Helsel v. City of N. Myrtle Beach*, 307 S.C. 29, 32, 413 S.E.2d 824, 826 (1992).

The Court finds 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.

Accordingly, the Court sets the Rule 65(c) bond in the amount of Seventy-Five Thousand Dollars ($75,000.00). Upon the filing of the required bond with the Beaufort County Clerk of Cort, this Order shall take immediate effect, and the sixty (60) day suspension period shall begin to run. The Court notes that the Seventy-Five Thousand Dollar ($75,00.00) bond was filed on March 20, 2026.

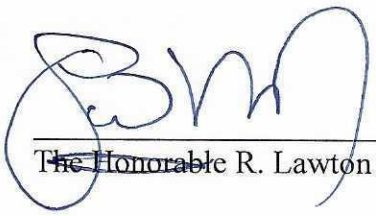
Scheduling and Reservation of Rights

The Court retains jurisdiction to modify this Order, including the duration of the suspension, the scope of permitted operations, the approval of any proposed operational plan, or the amount of the bond, upon motion and good cause shown.

This Order is temporary in nature and does not constitute a final adjudication of the merits of Plaintiff's claims or Defendants' defenses.

AND IT IS SO ORDERED.

3-26-26
Pickens, SC



The Honorable R. Lawton McIntosh