

UNITED STATES BANKRUPTCY COURT, District of South Carolina

PROOF OF CLAIM

Name of Debtor: The Cliffs Golf and Country Club

Case Number: 12-01220

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): C. BYRON ELMORE AND SANDRA M. ELMORE

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent: C. BYRON ELMORE AND SANDRA M. ELMORE, 36 MOCCASIN FLOWER TRAIL, LANDRUM, SC 29356

Court Claim Number: (If known)

Telephone number: 864-895-5420

Filed on:

RECEIVED

Name and address where payment should be sent (if different from above):

MAR 08 2012

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

BMC GROUP

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$50,000.00

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Specify the priority of the claim.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

2. Basis for Claim: Initiation Deposits Refund (See instruction #2 on reverse side.)

Wages, salaries, or commissions (up to \$11,725\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3. Last four digits of any number by which creditor identifies debtor: E-49

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)

Up to \$2,600\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe:

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

Amount entitled to priority:

\$

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

\*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

FOR COURT USE ONLY

Date: 3/1/2012

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Cliffs POC



00006

[Signature]

[Signature]

C. BYRON ELMORE

SANDRA M. ELMORE

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

## SUMMARY OF PROOF OF CLAIM

UNITED STATES BANKRUPTCY COURT, DISTRICT OF SOUTH CAROLINA  
Case Number 12-01220

BMC Group, Inc.  
Attn: The Cliffs Club & Hospitality Group,  
Inc., et al, Claims Processing  
PO Box 3020  
Chanhassen, MN 55317-3020


On November 19, 2001 we purchased our present home at 36 Moccasin Flower Trail, the Cliffs at Gassy Mountain, Landrum, SC 29356. We also purchased a Class A Membership in the Cliffs Golf and Country Club for \$50,000.00 dated November 19, 2001 and November 20, 2001 (see Exhibit A-1, Exhibit A-2, and Exhibit A-3 attached). We maintained this membership in good standing through December 31, 2007. We resigned our membership effective January 1, 2008 (see Exhibit B attached). Our member account E-49 was paid in full and our membership cards were returned as requested to Mr. Nate Weyand, Membership Director of the Cliffs Golf and Country Club. We were promised a full refund (see Exhibit B attached) of the Initiation Deposit of \$50,000.00 (see Exhibit A-1 attached) as provided in the Membership Contract (see Exhibit A-1, Exhibit A-2 and Exhibit A-3 attached).

At the time we presented our Membership resignation the rules and regulations provided for one refund for every five memberships issued by the Cliffs Golf & Country Club (see Exhibit B attached). We were placed on a priority waiting list as 17th in line for a refund (see Exhibit B attached). We have made numerous efforts to obtain the refund but were always given vague explanations and unfulfilled promises by Cliffs Management. A little over a year ago we were told that our refund would be issued within the next few months. We were recently told that we are 15th in line on the priority waiting list. We know factually that refunds have been made to others within the past four years.

In light of the above documentation we respectfully request the Court to approve full payment of \$50,000.00 which the Cliffs Golf and Country Club has unquestionably owed us since January 1, 2008 (see Exhibit B attached).



C. Byron Elmore  
March 1, 2012



Sandra M. Elmore  
March 1, 2012



THE  
**C·L·I·F·F·S**  
GOLF & COUNTRY CLUBS

**THE CLIFFS GOLF AND COUNTRY CLUB, INC.**  
**CLIFFS A ENROLLMENT FORM**

This is to certify that **Byron and Sandra Elmore** have made application for membership in the CLIFFS GOLF AND COUNTRY CLUB. The membership classification applied for is **Cliffs A** membership. It is acknowledged that the applicant has submitted a payment of **Fifty thousand dollars (\$50,000)**. The following is the scheduled due dates and amounts of future payments:

**Due at Closing**

By signing this form, the Member(s) acknowledges, as a matter of record, the type of Membership classification, and its privileges, and the refund value of initiation deposit paid in the event of resignation or transfer of membership. Furthermore, the Member(s) has received a copy of the club by-laws, rules and regulations, as modified June 1, 1999, and has an understanding of the same.

MEMBERSHIP CLASSIFICATION:	<b>Cliffs A</b>
MEMBERSHIP ACCOUNT NUMBER:	<b>E49</b>
INITIATION DEPOSIT PAID:	<b>\$50,000</b>
TOTAL FEES PAID:	<b>\$50,000</b>
PROPERTY REFERENCE:	<b>36 Moccasin Flower Trail</b>
DATE:	<b>November 19, 2001</b>

11/19/01  
Date

[Signature]  
Member Signature

[Signature]  
Patt M. Fero  
Vice President of Membership  
The Cliffs Golf & CC, Inc.

11/20/2001  
Date

[Signature]  
Member Signature

[Signature]  
Mimsy DeMars  
Membership Services Coordinator  
The Cliffs Golf & CC, Inc.



Exhibit A-2

**THE CLIFFS GOLF AND COUNTRY CLUB, INC  
MEMBERSHIP AGREEMENT**

I have received and reviewed official club documents, specifically The Cliffs and Country Club, Inc. constitution and by-laws, rules and regulations (as modified June 1, 1999), outlining the Cliffs Membership Program. I agree to participate and become enrolled as a member of The Cliffs Golf and Country Club, Inc., which is managed and operated by The Cliffs Golf and Country Club, Inc. and agree to pay the applicable membership fees in the amount(s) indicated below:

<u>Membership Classification</u>	<u>Membership Fees</u>
<u>      </u> Cliffs Social Athletic	\$ <u>                    </u>
<u>  X  </u> Cliffs A Golf	\$50,000
<u>      </u> Cliffs Sports	\$ <u>                    </u>

My rights and privileges as a member shall be governed by the plan documents and the club's by-laws, rules and regulations. Membership in the club does not convey any ownership, stock or equity certificate or other rights of ownership. As a member, I cannot be assessed as a matter of contract with the Club, and I assume no liability whatsoever in connection with the membership other than the payment of an applicable membership fee, dues and charges incurred by myself, my family and guests.

The Club reserves the right to set membership classification limitations. The Club has the plenary power to modify classes of memberships, their definitions, privileges, requirements and availability.

I shall be bound by the terms and conditions of the plan documents, as they may be amended from time to time in accordance with their terms and this membership purchase agreement.

I agree to pay the dues, fees and charges applicable to my membership classification(s) set forth by the club ownership, as it may be amended from time to time.

I hereby agree to release and discharge the Club, its ownership, affiliates, employees and agents from any and all claims and causes of actions that I may have against any of them regarding the Club membership program and facilities, except claims and causes of action arising from misrepresentations or omissions in the club documents.

11/19/01  
Date  
[Signature]  
Member Signature  
Patt M. Fero  
Patt M. Fero  
Vice President of Membership  
The Cliffs Golf & CC, Inc.

11/20/2001  
Date  
[Signature]  
Member Signature  
Mimsy DeMars  
Mimsy DeMars  
Membership Services Coordinator  
The Cliffs Golf & CC, Inc.

Exhibit A-3

**THE CLIFFS GOLF & COUNTRY CLUB, INC.  
MEMBERSHIP ADDENDUM**

This document shall serve as official record of membership transfer between Byron and Sandra Elmore (buyer) and William Bolt (seller) in conjunction with property transfer identified as 36 Moccasin Flower Trail, The Cliffs at Glassy Community.

It is understood that Byron and Sandra Elmore have purchased said property from William Bolt and Cliffs A Membership held by William Bolt is hereby transferred to Byron and Sandra Elmore. The Cliffs A membership shall transfer for the fee of Fifty thousand dollars (\$50,000). Of the \$50,000 membership fees collected, William Bolt is due a refund in the amount of Forty thousand dollars (\$40,000), or 80% of the total fees in accordance with refund policies and procedures as outlined in The Cliffs Golf & Country Club by-laws, rules and regulations.

The Cliffs A membership transferred shall retain all rights, benefits and privileges as provided for in the master membership program, as outlined in the club by-laws, current edition published January 1999, and as **modified** on June 1, 1999. As evidenced by signatures below, the parties agree to a full understanding of the Cliffs A membership classifications transfer procedure.

11/19/01  
Date *Patt M. Fero*  
Patt M. Fero  
Vice President of Membership  
The Cliffs Golf & Country Club, Inc.  
*Mimsy DeMars*  
Mimsy DeMars  
Membership Services Coordinator  
The Cliffs Golf & CC, Inc.

11/20/2001  
Date *Byron Elmore*  
Byron Elmore  
*Sandra M. Elmore*  
Sandra Elmore



*The Cliffs*

**Exhibit B**

March 7, 2008

Dr. and Mrs. Byron Elmore  
36 Moccasin Flower Trail  
Landrum, SC 29356

Dear Dr. and Mrs. Elmore,

It is with regret we write at this time to confirm acknowledgment of your resignation of your **Cliffs at Glassy Golf Membership** with The Cliffs Golf and Country Club. Your resignation is effective with the receipt of your written resignation notice and will be effective January 1, 2008. You are obligated for payment of dues for the month in which we received the notice. Your refund will be processed in accordance with the refund policies and procedures as outlined in the Master Membership Plan. If you need a copy of this document, please let us know. In summary, the refund is processed as follows:

- Your Glassy Golf Membership is placed in a priority waiting list based on the classification and location of your membership; you are currently 17<sup>th</sup> in line. The Master Membership Plan outlines the refund procedure and explains that such refund will be paid within a reasonable period of time following such re-issuance of the original membership, consistent with the Cliffs Clubs processing of accounts payable, and will be processed only on the basis of one (1) refund for every five (5) memberships issued by the Club from its previously unissued memberships within the same classification as the original membership.

As part of the acknowledgment of your resignation, the club requires the following conditions to be met prior to the issue of any refund:

- Your Member account needs to be paid in full and show a zero balance.
- Please return any membership card(s) by mail.

It is important to mention that the Clubs Master Membership Plan does not provide for this resigned membership to be reactivated in the future. Specifically, Section 20 (I) states, "A Member that voluntarily resigns his/her membership may not reactivate the resigned membership in order to have the membership available to the resale purchaser of the resigned Member's property." Please consider this as it may impact you going forward.

I wish you the best in your future endeavors. If you have any questions regarding the procedures as outlined above or the restriction on availability of a Full Golf Membership for your resale buyer, please call the Membership Office at 864-660-1160.

Kind regards,

Nate Weyand  
Membership Director

The Cliffs Golf and Country Clubs  
Membership Office  
3598 Highway 11, Travelers Rest, South Carolina 29690  
(864) 660-1100  
[www.cliffscommunities.com](http://www.cliffscommunities.com)



C Elmore  
36 Moccasin Flower Trl  
Landrum SC 29356



1000



55317

U.S. POSTAGE  
PAID  
LANDRUM, SC  
29356  
MAR 05 '12  
AMOUNT

\$0.65

00055675-09

BMC Group, Inc.  
Attn: The Cliffs Club & Hospitality Group,  
Inc., et al, Claims Processing  
PO Box 3020  
Chanhassen, MN 55317-3020

RECEIVED

MAR 08 2012

BMC GROUP