

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT District of South Carolina		▼	PROOF OF CLAIM
Name of Debtor: The Cliffs at Mountain Park Golf & Country Club, LLC		Case Number: 12-01220	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): HD Supply Waterworks, Ltd.			
Name and address where notices should be sent: Thomas M. Gore 319 Tattnall Street Savannah, Georgia 31410		Telephone number: (912) 232-6000 email: tmg@mccorklejohnson.com	COURT USE ONLY
Name and address where payment should be sent (if different from above):		Telephone number: email:	<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
		RECEIVED MAR 20 2012 BMC GROUP	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>66,071.61</u>			
If all or part of the claim is secured, complete item 4.			
If all or part of the claim is entitled to priority, complete item 5.			
<input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>Goods sold</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ <u>66,071.61</u>	
Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Basis for perfection: <u>Mechanic's Lien</u>	
Value of Property: \$ _____		Amount of Secured Claim: \$ <u>66,071.61</u>	
Annual Interest Rate <u>8.750%</u> <input checked="" type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ <u>0.00</u>	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
<input type="checkbox"/> 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).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)().	
		Amount entitled to priority: \$ _____	
*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.			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			



Cliffs POC

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B 10 (Official Form 10) (12/11)

2

7. Documents: Attached are 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. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

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

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor.
(Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Thomas M. Gore

Title: Attorney for Creditor

Company: McCorkle & Johnson, LLP

Address and telephone number (if different from notice address above):

(Signature)

03/12/2012

(Date)

Telephone number: _____ email: _____

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.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Principal Amnt	Annual Interest Rate	Attorneys' Fees	Int. Begin Date	Int. End Date
\$60,048.65	8.75%	\$3,230.29	8/18/2011	2/28/2012

Claim Amount:
\$66,071.61

Per Diem Int.
\$14.40

Total Interest
\$2,792.67

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HD SUPPLY WATERWORKS, LTD.,

Plaintiff,

vs.

THE CLIFFS AT MOUNTAIN PARK, LLC, THE
CLIFFS AT MOUNTAIN PARK GOLF & COUNTRY
CLUB, LLC, THE CLIFFS COMMUNITIES, INC.,
DARRELL WHITAKER, and WELLS FARGO BANK,
NATIONAL ASSOCIATION,

Defendant.

COURT OF COMMON PLEAS

CASE NO. _____

2011-CP-23-

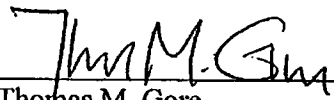
7054

SUMMONS

FILED
GREENVILLE CO. SC
2011 OCT 25 PM 1:12

TO THE DEFENDANTS NAMED ABOVE:

You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint to the subscriber herein at McCorkle & Johnson, LLP, 319 Tattnall Street, Savannah, Georgia 31401, within thirty days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court, and Judgment by default will be rendered against you for the relief demanded in the Complaint.


Thomas M. Gore
Attorney for the Plaintiff
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401
Phone No.: (912) 232-6000
Fax No.: (912) 232-7060

COUNTY OF GREENVILLE

HD SUPPLY WATERWORKS, LTD.,

Plaintiff(s)

vs.

THE CLIFFS AT MOUNTAIN PARK, LLC, et.al.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2011-CP -

2011-CP-23

7054

OCT 25 PM 1:

(Please Print)

Submitted By: Thomas M. Gore, Esq.

Address: McCorkle & Johnson, LLP

319 Tattnell Street

Savannah, GA 31401

SC Bar #: 78008

Telephone #: (912) 232-6000

Fax #: (912) 232-7060

Other:

E-mail: tmg@mccorklejohnson.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|---|---|--|
| Contracts | Torts - Professional Malpractice | Torts - Personal Injury | Real Property |
| <input checked="" type="checkbox"/> Constructions (100) | <input type="checkbox"/> Dental Malpractice (200) | <input type="checkbox"/> Assault/Slander/Libel (300) | <input type="checkbox"/> Claim & Delivery (400) |
| <input type="checkbox"/> Debt Collection (110) | <input type="checkbox"/> Legal Malpractice (210) | <input type="checkbox"/> Conversion (310) | <input type="checkbox"/> Condemnation (410) |
| <input type="checkbox"/> Employment (120) | <input type="checkbox"/> Medical Malpractice (220) | <input type="checkbox"/> Motor Vehicle Accident (320) | <input checked="" type="checkbox"/> Foreclosure (420) |
| <input type="checkbox"/> General (130) | <input type="checkbox"/> Notice/ File Med Mal (230) | <input type="checkbox"/> Premises Liability (330) | <input type="checkbox"/> Mechanic's Lien (430) |
| <input type="checkbox"/> Breach of Contract (140) | <input type="checkbox"/> Other (299) | <input type="checkbox"/> Products Liability (340) | <input type="checkbox"/> Partition (440) |
| <input type="checkbox"/> Other (199) | | <input type="checkbox"/> Personal Injury (350) | <input type="checkbox"/> Possession (450) |
| | | <input type="checkbox"/> Wrongful Death (360) | <input type="checkbox"/> Building Code Violation (460) |
| | | <input type="checkbox"/> Other (399) | <input type="checkbox"/> Other (499) |
-
- | | | | |
|--|--|---|--|
| Inmate Petitions | Judgments/Settlements | Administrative Law/Relief | Appeals |
| <input type="checkbox"/> PCR (500) | <input type="checkbox"/> Death Settlement (700) | <input type="checkbox"/> Reinstate Driver's License (800) | <input type="checkbox"/> Arbitration (900) |
| <input type="checkbox"/> Sexual Predator (510) | <input type="checkbox"/> Foreign Judgment (710) | <input type="checkbox"/> Judicial Review (810) | <input type="checkbox"/> Magistrate-Civil (910) |
| <input type="checkbox"/> Mandamus (520) | <input type="checkbox"/> Magistrate's Judgment (720) | <input type="checkbox"/> Relief (820) | <input type="checkbox"/> Magistrate-Criminal (920) |
| <input type="checkbox"/> Habeas Corpus (530) | <input type="checkbox"/> Minor Settlement (730) | <input type="checkbox"/> Permanent Injunction (830) | <input type="checkbox"/> Municipal (930) |
| <input type="checkbox"/> Other (599) | <input type="checkbox"/> Transcript Judgment (740) | <input type="checkbox"/> Forfeiture (840) | <input type="checkbox"/> Probate Court (940) |
| | <input type="checkbox"/> Lis Pendens (750) | <input type="checkbox"/> Other (899) | <input type="checkbox"/> SCDOT (950) |
| | <input type="checkbox"/> Other (799) | | <input type="checkbox"/> Worker's Comp (960) |
| | | | <input type="checkbox"/> Zoning Board (970) |
| | | | <input type="checkbox"/> Administrative Law Judge (980) |
| | | | <input type="checkbox"/> Public Service Commission (990) |
| | | | <input type="checkbox"/> Employment Security Comm (991) |
| | | | <input type="checkbox"/> Other (999) |
-
- | | |
|--|---|
| Special/Complex /Other | |
| <input type="checkbox"/> Environmental (600) | <input type="checkbox"/> Pharmaceuticals (630) |
| <input type="checkbox"/> Automobile Arb. (610) | <input type="checkbox"/> Unfair Trade Practices (640) |
| <input type="checkbox"/> Medical (620) | <input type="checkbox"/> Out-of State Depositions (650) |
| <input type="checkbox"/> Other (699) | |

Submitting Party Signature: _____

Date: October 24, 2011

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HD SUPPLY WATERWORKS, LTD.,

Plaintiff,

vs.

THE CLIFFS AT MOUNTAIN PARK, LLC, THE
CLIFFS AT MOUNTAIN PARK GOLF & COUNTRY
CLUB, LLC, THE CLIFFS COMMUNITIES, INC.,
DARRELL WHITAKER, and WELLS FARGO BANK,
NATIONAL ASSOCIATION,

Defendant.

COURT OF COMMON PLEAS

CASE NO. _____

2011-CP-23-7054

COMPLAINT
(Jury Demanded)

FILED-CLERK OF COURT
GREENVILLE CO S.C.
2011 OCT 25 PM 1:12

The Plaintiff, complaining of the Defendants above named, alleges and shows unto this Honorable Court:

1. Plaintiff, Coastal Concrete Southeast II, LLC ("plaintiff" or "HDSW"), claims a mechanic's lien on the property at issue in this suit, which is recorded in Book MI 62, Page 518, Greenville County Records, a true and correct copy of which is attached hereto as Exhibit "1."
2. The Cliffs at Mountain Park, LLC, and The Cliffs at Mountain Park Golf & Country Club, LLC ("Owners") own property located in Greenville County, South Carolina--said real property is at issue in this case and is more particularly described in Exhibit "1" attached hereto.
3. The Cliffs Communities, Inc. ("Cliffs, Inc."), entered into a contract with plaintiff in Greenville County, South Carolina, to be performed in Greenville County, South Carolina, which was guaranteed by Darrell Whitaker.
4. Wells Fargo Bank, National Association, may claim an interest in the property at issue in this lawsuit.

FOR A FIRST CAUSE OF ACTION
(Breached of Contract - Verified Complaint on Account)

5. At the specific instance and request of Cliffs, Inc., plaintiff supplied construction materials to Cliffs, Inc., on open account for use in improvements to a parcel of real property owned by Owners, pursuant to a credit application and incorporated guaranty executed by James Smith attached hereto as Exhibit "2."

6. Cliffs, Inc., and Darrell Whitaker have breached the terms of the contract by failing to pay for materials supplied under said account and there is due, owing, and unpaid for said materials the principal sum of \$60,722.14 plus interest from May 21, 2011, at the rate specified in the credit application (1.5% per month), as shown by the verified statement of account attached hereto as Exhibit "3."

7. Pursuant to the terms of the contract, the defendants are further indebted to the plaintiff for all costs of collection, including reasonable attorney's fees. Exhibit "2."

FOR A SECOND CAUSE OF ACTION
(Foreclosure of Mechanic's Lien)

8. Pursuant to a contract with Cliffs, Inc., plaintiff furnished materials and services, which said materials and services were used in erection, alteration, or repair of real property owned by Owners and which said materials and services improved the real property owned by Owners, the last date of such furnishing of materials and services was on or after May 21, 2011.

9. Plaintiff has not been fully paid for the labor and materials it supplied to Owners and plaintiff and is owed the principal amount of \$60,722.14, plus interest from May 21, 2011, at the maximum allowable legal rate, plus a reasonable attorneys fee, and the costs and disbursement of this action for materials used in the erection, alteration, or repair of real property owned by Owners and at issue in this case.

10. Plaintiff gave Owners, as owner of the real estate, notice of statement of account for Mechanic's Lien within ninety (90) days after plaintiff supplied the materials which are the subject of this lawsuit.

11. Within ninety (90) days following the last date upon which plaintiff supplied the materials and services which are the subject of this action, plaintiff filed in the Office of the R.M.C. for Greenville County its Notice and Certificate of Mechanic's Lien with Verified Statement of Account, a copy of which is attached as Exhibit "1."

12. Plaintiff claims a Mechanic's Lien on the subject premises, more particularly described on Exhibit "1."

13. Plaintiff is entitled to an order of foreclosure of its Mechanic's Lien on the subject real estate for the amount of its account and costs and requiring that the property be sold and that the proceeds of the sale after deducting all lawful charges and expenses be applied to the debt owed to plaintiff, including reasonable attorney's fees and costs incurred.

14. Plaintiff has performed any and all conditions precedent to enforcement of its lien and recovery of the claims alleged herein.

WHEREFORE, plaintiff demands a judgment as follows:

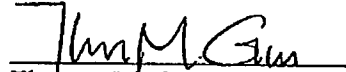
(a) on its first cause of action, plaintiff demands judgment against defendants Cliffs, Inc., and Darrell Whitaker, jointly and severally, in the principal amount of \$60,722.14 plus interest from May 21, 2011, at the rate specified in the credit application (1.5% per month);

(b) on its Second Cause of Action, plaintiff demands that its Mechanic's Lien described in Exhibit "1" be declared valid; that the rights and priorities of all liens on the property be determined; that plaintiff's Mechanic's Lien described in Exhibit "1" be foreclosed, that due notice of said foreclosure be given to all proper parties; that all persons claiming by, through, or under defendants

be barred and forever foreclosed of all right, title and interest and equity of redemption in and to the said properties or any part thereof; and that the subject real estate be sold, and that the proceeds used to satisfy the amounts due plaintiff on its Mechanic's lien and for the costs incurred in prosecuting this action including a reasonable attorney's fee. Plaintiff demands moreover on its First Cause of Action that the named defendants who claim an interest in the real estate be compelled to set forth that interest or forever barred from asserting it;

- (c) a jury trial;
- (d) reasonable attorney's fee;
- (e) costs and disbursement of this action; and
- (f) for such other relief as this court deems just and proper.

Respectfully submitted,



Thomas M. Gore
Attorney for the Plaintiff
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401
Phone No.: (912) 232-6000
Fax No.: (912) 232-7060

October 24, 2011.
Savannah, Georgia.

EXHIBIT “1”



2011054970

M/LIEN
7 PGS

Book:MI 62

Page:518-524

August 18, 2011 10:00:41 AM

Rec:\$13.00

Cnty Tax:\$0.00

State Tax:\$0.00

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HD SUPPLY WATERWORKS, LTD.,

Petitioner,

vs.

THE CLIFFS AT MOUNTAIN PARK, LLC,
THE CLIFFS AT MOUNTAIN PARK GOLF &
COUNTRY CLUB, LLC, and WELLS FARGO BANK,
NATIONAL ASSOCIATION,

Respondents.

FILED IN GREENVILLE COUNTY, SC

IN THE RMC OFFICE

NOTICE AND CERTIFICATE
OF MECHANIC'S LIEN

License No.: No license required.

PERSONALLY appeared before me THOMAS M. GORE, attorney for petitioner, who duly being sworn, deposes and says as follows:


That he is acting on behalf of the Petitioner and Mechanic's Lien Claimant herein, and that the statement of account attached hereto as Exhibit "A" and incorporated herein by reference is a true and just account of the amount due to the Petitioner with all just credits given for labor and/or materials furnished and actually used in the erection, alteration, or repair of buildings or structures situated on the real estate described in Exhibit "B," attached hereto and incorporated herein by reference;

That said labor and/or materials were furnished to said real estate with the consent of THE CLIFFS AT MOUNTAIN PARK, LLC, and THE CLIFFS AT MOUNTAIN PARK GOLF & COUNTRY CLUB, LLC, as the owners of said real estate, less than ninety (90) days from the date of the filing and service of this Mechanic's Lien;

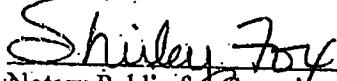
That WELLS FARGO BANK, NATIONAL ASSOCIATION, may hold an interest in the property; and

That pursuant to S.C. Code Ann. § 29-5-10 et seq., by virtue of the materials and/or labor furnished to the real estate described herein and by the service and filing of this Mechanic's Lien, Petitioner has and claims a Mechanic's Lien for the payment of the indebtedness described in Exhibit "A," plus interest and the cost of enforcing said lien upon the buildings or structures mentioned above and the real estate described in Exhibit "B."

Respectfully submitted,


Thomas M. Gore
Attorney for Plaintiff
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401
Phone: 912-232-6000

SWORN TO AND SUBSCRIBED before me
this 17th day of August, 2011.

 (L.S.)
Notary Public for Georgia
My Commission Expires: 10/13/2013

Q:\DATA\WP\DATA\12-0002218-37 cliffs mountain park lien.doc
SHIRLEY FOX
Notary Public, Effingham County, GA
My Commission Expires October 13, 2013

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) **VERIFIED STATEMENT OF ACCOUNT**

Claimant: HD Supply Waterworks, Ltd.

Nature of Labor, Materials
and/or Equipment Supplied: Building Materials

Contracting Party: The Cliffs Communities, Inc.

Principal Amount Owed: \$60,722.14

Property Subject to Lien: See Exhibit "B" to Notice and Certificate
of Mechanic's Lien

I hereby certify that there is due and owing by the contracting party listed above, over and above any just credit and/or discount and without deduction or set-off, the principal amount listed above, plus interest thereon at the maximum allowable legal rate, plus a reasonable attorneys fee, and the costs and disbursement of this action. The amounts described herein, represent goods and materials supplied and furnished by the claimant to the property described in Exhibit "B."

HD SUPPLY WATERWORKS, LTD.

By: Lynn M. Wilkes

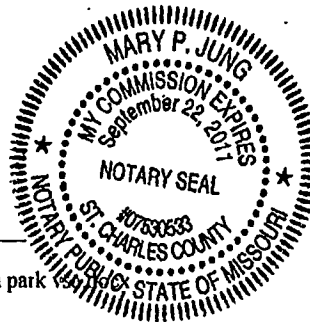
Title: Litigation & Contracts Analyst

Sworn to before me this 15TH

day of AUGUST, 2011.

Mary P. Jung
Notary Public for the State of Missouri.

My Commission Expires: 09/22/11



\\MJL01\\sys\\DATA\\WPDATA\\2200\\2218-37 the cliffs mountain park

EXHIBIT "A"

EXHIBIT "B"

Parcel 1A - PORTION OF GOLF COURSE (CAG):

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 50.52 acres, more or less, as shown on survey recorded in the Office of the Register of Deeds for Greenville County, State of South Carolina, in Plat Book 1102 at pages 95-96, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from The Cliffs at Glassy, Inc. to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County, South Carolina on June 9, 2010 in Book 2373, Page 3502

Parcel 1B - PORTION OF GOLF COURSE (WIG):

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as that tract containing 4.85 acres, more or less, that tract containing 16.85 acres, more or less, that tract containing 11.22 acres, more or less, that tract containing 10.43 acres, more or less, that tract containing 9.23 acres, more or less, that tract containing 10.41 acres, more or less, that tract containing 13.68 acres, more or less, that tract containing 2.07 acres, more or less, that tract containing 27.68 acres, more or less, and that tract containing 0.04 acre, more or less, that tract containing 0.09 acre, more or less, and that tract containing 10.72 acres, more or less, and that tract containing 11.40 acres, more or less, as shown on survey recorded in the Office of the Register of Deeds for Greenville County, State of South Carolina in Plat Book 1102 at pages 95-96, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from Waterfall Investment Group, LLC to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County, South Carolina on June 9, 2010 in Book 2373, Page 3511

Parcel 1C - PORTION OF GOLF COURSE (CMP):

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as that tract containing 0.86 acres, more or less, and that tract containing 0.06 acre, more or less, and that tract containing 24.41 acres, more or less, as shown on survey recorded in the Office of the Register of Deeds for Greenville County, State of South Carolina in Plat Book 1102 at pages 95-96, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from The Cliffs at Mountain Park, LLC to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County, South Carolina on June 9, 2010 in Book 2373, Page 3514

Parcel 1D - PORTION OF GOLF COURSE (Longview):

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as that tract containing 8.74 acres, more or less, as shown on survey recorded in the Office of the Register of Deeds for Greenville County, State of South Carolina in Plat Book 1102 at pages 95-96, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from Longview Land Co., LLC to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County, South Carolina on June 9, 2010 in Book 2373, Page 3517

PARCEL 2 - GOLF MAINTENANCE:

ALL that piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 3.02 acres, more or less, as shown in Plat Book 1102 at pages 93 and recorded in the Register of Deeds Office for Greenville County, State of South Carolina, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from The Cliffs at Mountain Park, LLC to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County on June 9, 2010 in Book 2373 at page 3520 and Deed from Longview Land Co., LLC to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County on June 9, 2010 in Book 2373 at page 3523.

PARCEL 3 - GOLF PRACTICE RANGE:

ALL that piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 11.49 acres, more or less, as shown in Plat Book 1101 at Page 55 and recorded in the Register of Deeds Office for Greenville County, State of South Carolina, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from The Cliffs at Mountain Park, LLC to The Cliffs at Mountain Park Golf & Country Club, LLC dated June 1, 2010 and recorded in the Office of the Register of Deeds for Greenville County on June 9, 2010 in Book 2373 at page 3526.

PARCEL 4 - WELLNESS AND TENNIS CENTER:

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 5.00 acres, more or less, on plat recorded in the Register of Deeds Office for Greenville County, State of South Carolina, in Plat Book 1101 at Page 56, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from The Cliffs at Glassy, Inc. to The Cliffs at Mountain Park Golf & Country Club, LLC dated June 1, 2010 and recorded in the Office of the Register of Deeds for Greenville County on June 9, 2010 in Book 2373 at page 3529.

PARCEL 5

All that certain piece, parcel, or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 10.99 acres on a plat prepared by Lindsey & Associates, Inc., entitled "Survey for Waterfall Investment Group, LLC," dated May 10, 2006, and recorded in the Register of Deeds Office for Greenville County in Plat Book 1007, at Page 46, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

AND

All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Greenville, being shown and designated as 15.84 acres, more or less, according to plat prepared by Hutchison-Biggs and Associates, Inc., for Waterfall Investment Group, LLC, dated October 13, 2006, entitled "Survey for Waterfall Investment Group, LLC, of the property of Walter and Mary Klima," which plat is recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1023, at Page 47, on November 3, 2006. Reference to said plat is hereby craved for a more complete metes and bounds description hereof.

AND

All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Greenville, known as 34.73 acres, more or less, according to the plat entitled "Boundary Survey for William C. Sullivan and Shelby T. Sullivan," prepared by J. C. Smith & Associates dated August 3, 1998, and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 38-V at Page 65, reference to which plat is hereby made for a more particular description.

AND

All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Greenville, known as 226.71 acres, more or less, according to plat prepared by The Cliffs Communities, Inc., dated June 13, 2006, and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1011, at Page 7, on June 20, 2006, reference to which plat is hereby made for a more particular description.

Derivation: Deed from The Cliffs at Glassy, Inc., to The Cliffs at Mountain Park, LLC, dated December 13, 2006, and recorded in the Office of the Register of Deeds for Greenville County on December 14, 2006, in Book 2241 at page 1919

TMS# 0666020100601

TMS# 0662030100602

TMS# 0662040100400

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2011054970 Book:MI 62 Page:518-524
August 18, 2011 10:00:41 AM

Timothy J. Hamner

EXHIBIT “2”

National Waterworks

CREDIT APPLICATION

DATE 2-3-2003

1. BRANCH NO. 218

2. ACCT. MANAGER NO. _____

3. PROFILE # _____

4. LEGAL NAME OF BUSINESS: The Cliffs Communities

A. Mailing Address 301 Beaver Dam Rd.

B. Physical Address _____

C. City Travelers Rest

D. State & Zip SC. 29690

E. County _____

F. PHONE NO. (864) 371-1000

G. FAX NO. (864) 836-1123

5. Tax Exempt YES X NO TAX NO. 57-1112849

6. Officers or Partners of Company

A. President/Owner James B. Anthony

B. Social Security # _____

C. Vice President Coop

D. Secretary/Treasurer Controler

7. Individual _____ Corporate ✓ Partnership _____

8. License/Registration # _____

9. Insurance Agent Who Handles Bonding For Company: _____

10. List 3 Material Suppliers and at Least One Bank As References

A. _____ C. _____

Phone (____) _____ Fax (____) _____

B. _____ Bank _____

Phone (____) _____ Fax (____) _____

11. Special Instructions: _____

TERMS 100% due net 30 days subject to continuing approval of Credit. In the event amount becomes past due customer agrees to pay to seller interest and handling charges at the rate of 1 1/2% (or the highest rate allowable by law) of the unpaid balance each month until paid, plus all costs of collection including reasonable attorney fees.

National Waterworks, Inc. does not discriminate, in its approval and/or extension of credit, on the basis of sex, marital status, race, color, national origin, religion or age. If credit is denied, you have a right to a statement of the specific reason.

Signature below verifies all information to be correct and indicates agreement in accordance with Terms & Conditions set forth above and on the reverse side.

* BY Pat Christenbury BY Dr. Purchasing

Witness Officer or Partner

IN CONSIDERATION of the extension of credit to the above named applicant, and to induce the extension of credit, the undersigned does hereby personally guarantee to National Waterworks, Inc. (hereafter called Company) the prompt payment, when due, of every claim, credit charge, account, or money due which may hereafter be in favor of the Company against the applicant named. This is a continuing guaranty and shall remain in force until revoked by me by notice in writing to the Company, but such revocation shall be effective only as to claims of the renewal of any claim, credit charge account, or money due guaranteed by this instrument or extensions of time payment thereof, and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed.

Witness _____ Guarantor _____

FOR CREDIT DEPARTMENT USE:

D & B Rating: _____ APPROVED BY: _____ DATE: _____

COMMENTS: _____

ACCOUNT NO. 131899 STOCK CREDIT LIMIT \$ _____

TAX CODE: _____

08/27/2002 13:31 FAX 18648774644

US FILTER

08/27/2002 02:12 864-895-1123

CLIFFS COMMUNITIES

002/003

PAGE 02

USFilter

DISTRIBUTION GROUP

CREDIT APPLICATION

Russ

8/27/02

1. BRANCH NO. 218
2. ACCT. MANAGER NO. 578
3. PROFILE # _____

4. LEGAL NAME OF BUSINESS: The Cliffs Communities

A. Mailing Address 301 Beaver Dam Rd. E. County _____

B. Physical Address Same

C. City Travelers Rest

D. State & Zip S.C. 291690

F. PHONE NO. 804-371-1000

G. FAX NO. 804-836-1123

8. Tax Exempt YES X NO TAX NO. 57-112849

9. Officers or Partners of Company

A. President/Owner James B. Anthony

B. Social Security # _____

7. Individual Corporate X Partnership _____

8. License/Registration # _____ Date Started 12/1990

9. Insurance Agent Who Handles Bonding For Company: _____ State _____ Anticipated Order \$ _____

10. List Material Suppliers and at Least One Bank As References

A. Greenville Office Supply

P.O. Box 335B, Greenville, SC 29602

Phone 804-233-5346 Fax ()

B. Masters Touch Computers

3172 Wade Hampton Blvd., Taylors

Phone 804-292-1290 Fax ()

11. Special Instructions _____

TERMS 100% due net 80 days subject to continuing approval of credit. In the event amount becomes past due customer agrees to pay to seller interest and handling charges at the rate of 1 1/2% (or the highest rate allowable by law) of the unpaid balance each month until paid, plus all costs of collection including reasonable attorney fees.

U.S. Filter Distribution Group, Inc. does not discriminate, in its approval and/or extension of credit, on the basis of sex, marital status, race, color, national origin, religion or age. If credit is denied, you have a right to a statement of the specific reason.

Signature below verifies all information to be correct and indicates agreement in accordance with Terms & Conditions set forth above and on the reverse side.

BY Vonch Batten Witness

BY [Signature] Officer or Partner

IN CONSIDERATION of the extension of credit to the above named applicant, and to induce the extension of credit, the undersigned does hereby personally guarantee to U.S. Filter Distribution Group, Inc. (hereinafter called Company) the prompt payment, when due, of every claim, credit charge, account, or money due which may hereafter rise in favor of the Company against the applicant named. This is a continuing guaranty and shall remain in force until revoked by me by notice in writing to the Company, but such revocation shall be effective only as to claims of the renewal of any claim, credit charge account, or money due guaranteed by the instrument of extension of credit payment thereof, and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed.

[Signature] Witness

FOR CREDIT DEPARTMENT USE:

D & B Rating: _____ APPROVED BY: Jeannine Caccacci DATE: 8-29-02

COMMENTS: _____

ACCOUNT NO. 131899 STOCK CREDIT LIMIT \$ 3000.00

TAX CODE: _____

PHONE: 804-895-1123

VIVENDI
water company

399-75202

1294
54K High

191.227 n Bal of Time

U.S. FILTER

CREDIT APPLICATION WORKSHEET

CUSTOMER NAME: The Office Communities DATE STARTED: 2/28/12
 ADDRESS: 301 Bowler Drive
Greenville, SC 29606
864.311.1000

MATERIAL SUPPLIER: Greenville Office Supply PERSON CONTACTED: 864.619.0132
864.333.8346

OPEN	HIGH	PAY HABITS	BALANCE	TERMS	LAST SOLD
9/9/12	100-K	prompt	16,141	N/30	8.98-02

COMMENTS:

MATERIAL SUPPLIER: Greenville Office Supply PERSON CONTACTED: 864.619.0132
864.333.8346

OPEN	HIGH	PAY HABITS	BALANCE	TERMS	LAST SOLD

COMMENTS: Called into govt the same it is about called & was
told I had the wrong #

MATERIAL SUPPLIER: Carlas PERSON CONTACTED: 364-59735
864.889.1567

OPEN	HIGH	PAY HABITS	BALANCE	TERMS	LAST SOLD
8/01	OPEN	prompt	16-K	N/10-21	8.02

COMMENTS:

EXHIBIT “3”

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HD SUPPLY WATERWORKS, LTD.,

Plaintiff,

vs.

THE CLIFFS AT MOUNTAIN PARK, LLC, THE
CLIFFS AT MOUNTAIN PARK GOLF & COUNTRY
CLUB, LLC, THE CLIFFS COMMUNITIES, INC.,
DARRELL WHITAKER, and WELLS FARGO BANK,
NATIONAL ASSOCIATION,

Defendant.

COURT OF COMMON PLEAS

CASE NO. _____

VERIFICATION

PERSONALLY appeared before me, Lynn Wilkes, Litigation and Contracts Analyst of HD Supply Waterworks, Ltd., who, upon being duly sworn, did depose and say that she has read the foregoing Complaint, that the allegations contained therein are true, except as to matters contained therein as being upon information and belief, and as to those matters she believes them to be true.

Lynn Wilkes

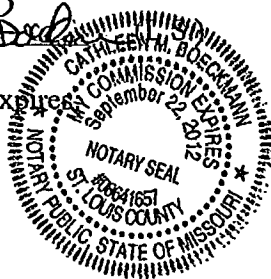
LYNN WILKES

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

SWORN TO AND SUBSCRIBED before
me this 21 day of October, 2011.

Cathleen M. Boeckmann
Notary Public
My Commission Expires



STATE OF MISSOURI)
) **VERIFIED STATEMENT OF ACCOUNT**
COUNTY OF ST. LOUIS)

I hereby certify that on this 21 day of October, 2011, personally appeared before me LYNN WILKES, who, being duly sworn, deposes and says:

1. I am the Litigation and Contracts Analyst of HD SUPPLY WATERWORKS, LTD., and I have been duly authorized by HD SUPPLY WATERWORKS, LTD., to make this Affidavit.

2. As a result of materials supplied and furnished to property described in the foregoing verified complaint, there is due and owing by THE CLIFFS COMMUNITIES, INC., over and above any discount and without deduction or set-off, the principal amount of \$60,722.14, plus interest thereon at the maximum allowable legal rate, plus a reasonable attorneys fee, and the costs and disbursement of this action.

3. The amounts described in paragraph two (2) herein, represent goods and materials sold by HD SUPPLY WATERWORKS, LTD., to THE CLIFFS COMMUNITIES, INC., said goods and materials having been supplied and described in the foregoing verified complaint.

4. HD SUPPLY WATERWORKS, LTD., has not, directly or indirectly, received any part of the money or goods charged herein as due or received any security or satisfaction for which credit has not already been given.

5. HD SUPPLY WATERWORKS, LTD., keeps regular books of account and that the keeping of said books of account is in the charge of or under the supervision of the affiant. The entries in said books of account are made in the ordinary course of business. Said entries show that THE CLIFFS COMMUNITIES, INC., is indebted to HD SUPPLY WATERWORKS, LTD., in the manner and amount set forth herein.

Lynn Wilkes
LYNN WILKES

Sworn to before me this 21
day of October, 2011 .

Cathleen M. Boeckmann
Notary Public for the State of Missouri

My Commission Expires: _____



STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HD SUPPLY WATERWORKS, LTD.,

Plaintiff,

vs.

THE CLIFFS AT MOUNTAIN PARK, LLC, THE
CLIFFS AT MOUNTAIN PARK GOLF & COUNTRY
CLUB, LLC, THE CLIFFS COMMUNITIES, INC.,
DARRELL WHITAKER, and WELLS FARGO BANK,
NATIONAL ASSOCIATION,

Defendant.

COURT OF COMMON PLEAS

CASE NO. _____

2011-CP-23-7054

LIS PENDENS

FILED
CLERK OF COURT
GREENVILLE COUNTY
SOUTH CAROLINA
2011 OCT 25 PM 1:13

Notice is hereby given that an action has been commenced and is pending in this Court upon complaint of the above named Plaintiff against the above named Defendants for the Foreclosure of a Mechanic's Lien filed in the R.M.C. Office for Greenville County on August 18, 2011, in Book MI 62, Page 518, on the property described on Exhibit "A," which is attached hereto and incorporated by reference.

Respectfully submitted,

Thomas M. Gore

Thomas M. Gore
Attorney for the Plaintiff
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401
Phone No.: (912) 232-6000
Fax No.: (912) 232-7060

October 24, 2011.
Savannah, Georgia.

Q:\DATA\WPDATA\2200\2218-37 CLIFFS MOUNTAIN PARK FORECLOSURE SUIT.DOC

RECORDED IN BOOK NB PAGE 053

EXHIBIT “A”



2011054970

M/LIEN
7 PGS

Book:MI 62

Page:518-524

August 18, 2011 10:00:41 AM

Rec:\$13.00

Cnty Tax:\$0.00

State Tax:\$0.00

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HD SUPPLY WATERWORKS, LTD.,

Petitioner,

vs.

THE CLIFFS AT MOUNTAIN PARK, LLC,
THE CLIFFS AT MOUNTAIN PARK GOLF &
COUNTRY CLUB, LLC, and WELLS FARGO BANK,
NATIONAL ASSOCIATION,

Respondents.

FILED IN GREENVILLE COUNTY, SC

IN THE RMC OFFICE

NOTICE AND CERTIFICATE
OF MECHANIC'S LIEN

License No.: No license required.

PERSONALLY appeared before me THOMAS M. GORE, attorney for petitioner, who duly being sworn, deposes and says as follows:

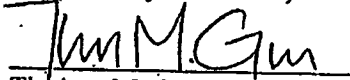
That he is acting on behalf of the Petitioner and Mechanic's Lien Claimant herein, and that the statement of account attached hereto as Exhibit "A" and incorporated herein by reference is a true and just account of the amount due to the Petitioner with all just credits given for labor and/or materials furnished and actually used in the erection, alteration, or repair of buildings or structures situated on the real estate described in Exhibit "B," attached hereto and incorporated herein by reference;

That said labor and/or materials were furnished to said real estate with the consent of THE CLIFFS AT MOUNTAIN PARK, LLC, and THE CLIFFS AT MOUNTAIN PARK GOLF & COUNTRY CLUB, LLC, as the owners of said real estate, less than ninety (90) days from the date of the filing and service of this Mechanic's Lien;

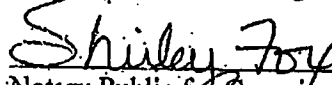
That WELLS FARGO BANK, NATIONAL ASSOCIATION, may hold an interest in the property; and

That pursuant to S.C. Code Ann. § 29-5-10 et seq., by virtue of the materials and/or labor furnished to the real estate described herein and by the service and filing of this Mechanic's Lien, Petitioner has and claims a Mechanic's Lien for the payment of the indebtedness described in Exhibit "A," plus interest and the cost of enforcing said lien upon the buildings or structures mentioned above and the real estate described in Exhibit "B."

Respectfully submitted,


Thomas M. Gore
Attorney for Plaintiff
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia 31401
Phone: 912-232-6000

SWORN TO AND SUBSCRIBED before me
this 17th day of August, 2011.

 (L.S.)
Notary Public for Georgia
My Commission Expires: 10/13/2013

Q:\DATA\WRD\1220012218-37 cliffs mountain park lien.doc
SHIRLEY FOX
Notary Public, Effingham County, GA
My Commission Expires October 13, 2013

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) **VERIFIED STATEMENT OF ACCOUNT**

Claimant: HD Supply Waterworks, Ltd.

Nature of Labor, Materials
and/or Equipment Supplied: Building Materials

Contracting Party: The Cliffs Communities, Inc.

Principal Amount Owed: \$60,722.14

Property Subject to Lien: See Exhibit "B" to Notice and Certificate
of Mechanic's Lien

I hereby certify that there is due and owing by the contracting party listed above, over and above any just credit and/or discount and without deduction or set-off, the principal amount listed above, plus interest thereon at the maximum allowable legal rate, plus a reasonable attorneys fee, and the costs and disbursement of this action. The amounts described herein, represent goods and materials supplied and furnished by the claimant to the property described in Exhibit "B."

HD SUPPLY WATERWORKS, LTD.

By: Lynn M. Wilkes

Title: Litigation & Contracts Analyst

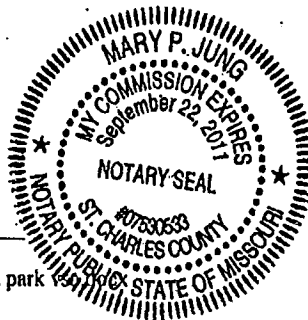
Sworn to before me this 15TH

day of AUGUST, 2011.

Mary P. Jung

Notary Public for the State of Missouri.

My Commission Expires: 09/22/11



\\MJL01\sys\DATA\WPDATA\2200\2218-37 the cliffs mountain park

EXHIBIT "A"

EXHIBIT "B"

Parcel 1A - PORTION OF GOLF COURSE (CAG):

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 50.52 acres, more or less, as shown on survey recorded in the Office of the Register of Deeds for Greenville County, State of South Carolina, in Plat Book 1102 at pages 95-96, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from The Cliffs at Glassy, Inc. to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County, South Carolina on June 9, 2010 in Book 2373, Page 3508

Parcel 1B - PORTION OF GOLF COURSE (WIG):

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as that tract containing 4.85 acres, more or less, that tract containing 16.85 acres, more or less, that tract containing 11.22 acres, more or less, that tract containing 10.43 acres, more or less, that tract containing 9.23 acres, more or less, that tract containing 10.41 acres, more or less, that tract containing 13.68 acres, more or less, that tract containing 2.07 acres, more or less, that tract containing 27.68 acres, more or less, and that tract containing 0.04 acre, more or less, that tract containing 0.09 acre, more or less, and that tract containing 10.72 acres, more or less, and that tract containing 11.40 acres, more or less, as shown on survey recorded in the Office of the Register of Deeds for Greenville County, State of South Carolina in Plat Book 1102 at pages 95-96, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from Waterfall Investment Group, LLC to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County, South Carolina on June 9, 2010 in Book 2373, Page 3511

Parcel 1C - PORTION OF GOLF COURSE (CMP):

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as that tract containing 0.86 acres, more or less, and that tract containing 0.06 acre, more or less, and that tract containing 24.41 acres, more or less, as shown on survey recorded in the Office of the Register of Deeds for Greenville County, State of South Carolina in Plat Book 1102 at pages 95-96, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from The Cliffs at Mountain Park, LLC to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County, South Carolina on June 9, 2010 in Book 2373, Page 3514

Parcel 1D - PORTION OF GOLF COURSE (Longview):

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as that tract containing 8.74 acres, more or less, as shown on survey recorded in the Office of the Register of Deeds for Greenville County, State of South Carolina in Plat Book 1102 at pages 95-96, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from Longview Land Co., LLC to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County, South Carolina on June 9, 2010 in Book 2373, Page 3517

PARCEL 2 - GOLF MAINTENANCE:

ALL that piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 3.02 acres, more or less, as shown in Plat Book 1102 at pages 93 and recorded in the Register of Deeds Office for Greenville County, State of South Carolina, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from The Cliffs at Mountain Park, LLC to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County on June 9, 2010 in Book 2373 at page 3520 and Deed from Longview Land Co., LLC to The Cliffs at Mountain Park Golf & Country Club, LLC recorded in the Office of the Register of Deeds for Greenville County on June 9, 2010 in Book 2373 at page 3523.

PARCEL 3 - GOLF PRACTICE RANGE:

ALL that piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 11.49 acres, more or less, as shown in Plat Book 1101 at Page 55 and recorded in the Register of Deeds Office for Greenville County, State of South Carolina, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from The Cliffs at Mountain Park, LLC to The Cliffs at Mountain Park Golf & Country Club, LLC dated June 1, 2010 and recorded in the Office of the Register of Deeds for Greenville County on June 9, 2010 in Book 2373 at page 3526.

PARCEL 4 - WELLNESS AND TENNIS CENTER:

ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 5.00 acres, more or less, on plat recorded in the Register of Deeds Office for Greenville County, State of South Carolina, in Plat Book 1101 at Page 56, reference to said plat is hereby made for a more complete metes and bounds description thereof.

Derivation: Deed from The Cliffs at Glassy, Inc. to The Cliffs at Mountain Park Golf & Country Club, LLC dated June 1, 2010 and recorded in the Office of the Register of Deeds for Greenville County on June 9, 2010 in Book 2373 at page 3529.

PARCEL 5

All that certain piece, parcel, or lot of land together with all improvements located thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as 10.99 acres on a plat prepared by Lindsey & Associates, Inc., entitled "Survey for Waterfall Investment Group, LLC," dated May 10, 2006, and recorded in the Register of Deeds Office for Greenville County in Plat Book 1007, at Page 46, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

AND

All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Greenville, being shown and designated as 15.84 acres, more or less, according to plat prepared by Hutchison-Biggs and Associates, Inc., for Waterfall Investment Group, LLC, dated October 13, 2006, entitled "Survey for Waterfall Investment Group, LLC, of the property of Walter and Mary Klima," which plat is recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1023, at Page 47, on November 3, 2006. Reference to said plat is hereby craved for a more complete metes and bounds description hereof.

AND

All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Greenville, known as 34.73 acres, more or less, according to the plat entitled "Boundary Survey for William C. Sullivan and Shelby T. Sullivan," prepared by J. C. Smith & Associates dated August 3, 1998, and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 38-V at Page 65, reference to which plat is hereby made for a more particular description.

AND

All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Greenville, known as 226.71 acres, more or less, according to plat prepared by The Cliffs Communities, Inc., dated June 13, 2006, and recorded in the Office of the Register of Deeds for Greenville County in Plat Book 1011, at Page 7, on June 20, 2006, reference to which plat is hereby made for a more particular description.

Derivation: Deed from The Cliffs at Glassy, Inc., to The Cliffs at Mountain Park, LLC, dated December 13, 2006, and recorded in the Office of the Register of Deeds for Greenville County on December 14, 2006, in Book 2241 at page 1919.

TMS# 0666020100601
TMS# 0662030100602
TMS# 0662040100400

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
2011054970 Book:MI 62 Page:518-524
August 18, 2011 10:00:41 AM

Timothy J. Murray

District of South Carolina Claims Register

12-01220-jw The Cliffs Club & Hospitality Group, Inc.

Chief Judge: John E. Waites

Chapter: 11

Office: Spartanburg

Last Date to file claims:

Trustee:

Last Date to file (Govt): 08/27/2012

Creditor: (541953309)
HD Supply Waterworks, Ltd.
c/o Thomas M. Gore, Esq.
McCorkle & Johnson, LLP
319 Tattnall Street
Savannah, Georgia
31401

Claim No: 2
Original Filed
Date: 03/12/2012
Original Entered
Date: 03/12/2012

Status:
Filed by: CR
Entered by: Thomas M. Gore
Modified:

Amount claimed: \$66071.61

Secured claimed: \$66071.61

History:

Details 2-1 03/12/2012 Claim #2 filed by HD Supply Waterworks, Ltd., Amount claimed: \$66071.61
(Gore, Thomas)

Description: (2-1) Mechanic's Lien

Remarks: (2-1) Goods Sold

Claims Register Summary

Case Name: The Cliffs Club & Hospitality Group, Inc.

Case Number: 12-01220-jw

Chapter: 11

Date Filed: 02/28/2012

Total Number Of Claims: 1

Total Amount Claimed*	\$66071.61
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$66071.61	
Priority		
Administrative		