

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: The Cliffs at Mountain Park Golf & Country Club, LLC d/b/a The Cliffs Golf & Country Club,	Case Number: 12-01225 Jointly Administered	\$40,483.25 SECURED
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): HAWKINS NURSERY		
Name and address where notices should be sent: Hawkins Nursery Inc. PO Box 581 Travelers Rest, SC 29690		<div style="text-align: center; font-weight: bold; font-size: 1.2em;"> RECEIVED MAY 11 2012 BMC GROUP </div> <div style="text-align: right;"> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____ </div>
Name and address where payment should be sent (if different from above): Telephone Number: _____ email: _____		<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>\$40,483.25</u> If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>11 USC 506(b); SC Code Ann. 29-5-10, et. seq.</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 your claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Plat Book 1102, Pages 95-96 East Side River Road between S.C. Hwy 11 and U.S. Hwy 25 Value of Property: \$ + 1,000,000.00 Annual Interest Rate: _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: Mechanics Lien, filed Oct. 21, 2011, Greenville County, SC; Amount of Secured Claim: \$ 40,483.25 Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your 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"/> 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"/> 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"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5). <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.		



B10 (Official Form 10) (12/11)

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)

7. **Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or 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
(attach copy of power of attorney, if any.)

☐ I am the trustee, or the debtor, or
their authorized agent.
(See Bankruptcy Rule 3004.)

☐ I am a guarantor, surety, indorser, or
other codebtor.
(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: Malinda McAleer Pennington

Title: Attorney at Law

Company: McAleer Pennington Law, LLC

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

**7 Altamont Ct.
Greenville, SC 29609**


/s/ Malinda McAleer Pennington
(Signature)

May 7, 2012
(Date)

Telephone number: **864-593-1217**

email: **malinda@mcaleerpennington.com**

Penalty for presenting fraudulent claim: Fine of up to \$500,00 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:

**The Cliffs at Mountain Park Golf &
Country Club, LLC d/b/a The Cliffs Golf
& Country Club,**

Debtor.

CASE NO.: 12-01225
CHAPTER: 11

CLAIM INTEREST AND OTHER CHARGES

Invoices:	\$31,013.00
Finance Charges (.02 after 30 days):	\$620.25
Interest:	\$750
Pre-Petition Legal Fees:	\$7550.00
(see attached detail from Fisher Law Firm)	
Pre-Petition Costs:	\$550.00
<u>(mechanics lien, civil complaint filing)</u>	

Total: \$40,483.25

/s/ Malinda McAleer Pennington

Malinda McAleer Pennington
McAleer Pennington Law Firm, LLC
Fresh Start SC, public-charity
7 Altamont Ct., Greenville, SC 29609
State Court Bar No.: 78558
District Court Bar No.: 10618
864-593-1217-phone
866-936-8048-fax

This 7th day of May, 2012
Greenville, South Carolina

THE FISHER LAW FIRM

Adam Fisher, Jr.

531 S. Main Street

Greenville, SC 29601

Invoice Submitted to:

Charles Hawkins
91 Garren Rd.
Travelers Rest SC 29690

Invoice Date

May 03, 2012

Invoice Number

Last Bill Date

3/30/2012

In Reference To: 11-4009

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
10/5/2011	AFJ Conf client	0.75 200.00/hr	150.00
10/10/2011	AFJ Work on Certificate of Mechanics Lien form	0.25 200.00/hr	50.00
	AFJ Go to tax office, deeds office, tax office again, deeds office again, research deeds and LP on computer	2.00 200.00/hr	400.00
10/11/2011	AFJ Draft fax to client	0.25 200.00/hr	50.00
	AFJ Work on Notice of ML	0.25 200.00/hr	50.00
	AFJ Call client re: property ID	0.25 200.00/hr	50.00
	AFJ Fax to client	0.25 200.00/hr	50.00
	AFJ Research ROD records and photos	1.00 200.00/hr	200.00

Charles Hawkins

1015 14000 8/20/11

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		<u>Hrs/Rate</u>	<u>Amount</u>
10/11/2011	AFJ Work on copy relevant deed or deeds and secretary of state for LLC	0.50 200.00/hr	100.00
	AFJ Work on draft mechanics lien and verified stmt of account	0.25 200.00/hr	50.00
	JJ Set up new file	0.25 100.00/hr	25.00
10/12/2011	AFJ Work on notice and certificate of Mechanics Lien	0.25 200.00/hr	50.00
	JJ Work on draft mechanics lien	0.50 100.00/hr	50.00
10/15/2011	AFJ Go to M. Lien site Review site characteristics Review both locations Go to Hawkins nursery Try to meet w/ client Leave message	2.25 200.00/hr	450.00
10/18/2011	JJ Copies for AFJ client meeting	0.25 100.00/hr	25.00
	AFJ Check on ML status	0.25 200.00/hr	50.00
	AFJ Call client re: ML location	0.25 200.00/hr	50.00
10/19/2011	JJ Online plat research	0.25 100.00/hr	25.00
	AFJ Go to RMC office to identify and copy plat	0.75 200.00/hr	150.00
	AFJ Go to client office, conf client, revie property description	1.75 200.00/hr	350.00
	AFJ Research on computer RMC deeds/plats/descriptions	2.25 200.00/hr	450.00
	JJ online plat search	0.25 100.00/hr	25.00
10/20/2011	AFJ Work on revising ML contents	0.25 200.00/hr	50.00

			<u>Hrs/Rate</u>	<u>Amount</u>
10/20/2011	AFJ	Go to nursery, review package with client, sign lien papers, leave copy w/ client	1.75 200.00/hr	350.00
	JJ	Revise ML	0.25 100.00/hr	25.00
10/21/2011	JJ	ROD re: filing	0.50 100.00/hr	50.00
10/24/2011	AFJ	Work on service of ML	0.25 200.00/hr	50.00
	JJ	Research registered agent location and phone number	0.25 100.00/hr	25.00
	JJ	Call to registered agent re: service	0.25 100.00/hr	25.00
	JJ	2nd Telephone call to registered agent	0.25 100.00/hr	25.00
10/26/2011	JJ	Service to registered agent	0.25 100.00/hr	25.00
10/27/2011	AFJ	Work on ML and f/c issues	0.25 200.00/hr	50.00
	JJ	Letter to client	0.25 100.00/hr	25.00
10/28/2011	JJ	Work on draft mechanics lien affidavit	0.25 100.00/hr	25.00
11/1/2011	JJ	Filing at ROD	0.25 100.00/hr	25.00
	JJ	Letter to client re: Affidavit of Service copy	0.25 100.00/hr	25.00
11/2/2011	AFJ	Review and sign letter to client	0.25 200.00/hr	50.00
11/3/2011	AFJ	Review ML status	0.25 200.00/hr	50.00
11/15/2011	AFJ	Work on F/C papers	0.25 200.00/hr	50.00
11/16/2011	JJ	Case research at circuit court	0.25 100.00/hr	25.00

		<u>Hrs/Rate</u>	<u>Amount</u>
11/16/2011	AFJ Continue to perfect f/c of ML	0.25 200.00/hr	50.00
11/17/2011	JJ Letter to client re: service invoice	0.25 100.00/hr	25.00
	AFJ Issue payment for service	0.25 200.00/hr	50.00
	AFJ Workon f/c letter	0.25 200.00/hr	50.00
	AFJ Research mortgages/liens/mech. liens	1.00 200.00/hr	200.00
11/18/2011	AFJ Work on f/c action	0.50 200.00/hr	100.00
	AFJ Work on demand interest and f/u letter	0.25 200.00/hr	50.00
	AFJ Review and sign letter to client re: liens	0.25 200.00/hr	50.00
	AFJ Review and sign letter to Defendant	0.25 200.00/hr	50.00
	AFJ Review and sign letter to client	0.25 200.00/hr	50.00
	AFJ Work on tract description	0.25 200.00/hr	50.00
11/29/2011	AFJ Review f/c Complaint	0.25 200.00/hr	50.00
	JJ Draft f/c pleadings	2.00 100.00/hr	200.00
11/30/2011	AFJ Work on f/c complaint	0.25 200.00/hr	50.00
	AFJ Work on ML f/c	0.25 200.00/hr	50.00
12/1/2011	AFJ Work on Complaint	0.25 200.00/hr	50.00
12/5/2011	AFJ Prep for and conf w/ client, review smoke oil f/c, review our f/c action	0.75 200.00/hr	150.00

		<u>Hrs/Rate</u>	<u>Amount</u>
12/5/2011	AFJ Work on ML f/c schedule	0.25 200.00/hr	50.00
12/12/2011	AFJ Work on MC f/c Complaint	0.50 200.00/hr	100.00
12/13/2011	JJ Prep pleadings for filing, meet w/ AFJ re: same	0.50 100.00/hr	50.00
	JJ Filing at Court	0.25 100.00/hr	25.00
	JJ Review filing at RMC	0.25 100.00/hr	25.00
	AFJ Work on MC f/c	0.50 200.00/hr	100.00
12/14/2011	JJ Research registered agent for Wells Fargo	0.25 100.00/hr	25.00
	JJ Fax to client re: payment due	0.25 100.00/hr	25.00
	AFJ Review filed papers	0.25 200.00/hr	50.00
	AFJ Set up to serve papers	0.25 200.00/hr	50.00
	AFJ Check with SOS re: reg. agent for Wells Fargo	0.25 200.00/hr	50.00
12/15/2011	JJ Letter to registered agent	0.25 100.00/hr	25.00
	JJ Take certified mail to post office for processing	0.25 100.00/hr	25.00
12/16/2011	JJ Draft Affidavit of Service re: certified mail	0.25 100.00/hr	25.00
12/19/2011	AFJ Status check on pleadings	0.25 200.00/hr	50.00
12/20/2011	JJ Filing at Court	0.25 100.00/hr	25.00
	AFJ Work on service	0.25 200.00/hr	50.00

		<u>Hrs/Rate</u>	<u>Amount</u>
12/21/2011	AFJ Sign proof of service on Wells Fargo	0.25 200.00/hr	50.00
	JJ Draft proof of service	0.25 100.00/hr	25.00
	JJ Filing at Court	0.25 100.00/hr	25.00
12/29/2011	AFJ Review ML F/C status	0.25 200.00/hr	50.00
1/3/2012	JJ Draft affidavit of service	0.25 100.00/hr	25.00
	AFJ Monitor status and check deadlines	0.25 200.00/hr	50.00
1/4/2012	JJ Filing at Court	0.25 100.00/hr	25.00
	JJ Call to Master's office re: timeline	0.25 100.00/hr	25.00
	AFJ Telephone call and leave word Anthony	0.25 200.00/hr	50.00
	AFJ Telephone call Mr. Hawkins	0.25 200.00/hr	50.00
	AFJ 2nd Telephone call w/ client	0.25 200.00/hr	50.00
1/5/2012	AFJ Work on time factors hearing	0.25 200.00/hr	50.00
	AFJ Return call from Lucas Anthony to our office	0.25 200.00/hr	50.00
	AFJ Prep for and conference with client, work on issues	0.75 200.00/hr	150.00
1/9/2012	AFJ Calendar status	0.25 200.00/hr	50.00
	JJ Letter to client	0.25 100.00/hr	25.00
1/10/2012	JJ Letter to client re: service invoice	0.25 100.00/hr	25.00

		<u>Hrs/Rate</u>	<u>Amount</u>
1/10/2012	AFJ Review and sign letter to client	0.25 200.00/hr	50.00
	AFJ Review and sign letter to client re: service on Defendant	0.25 200.00/hr	50.00
	AFJ Telephone call and leave word Anthony	0.25 200.00/hr	50.00
1/11/2012	AFJ Telephone call and leave word client	0.25 200.00/hr	50.00
1/15/2012	AFJ Telephone call w/ Anthony	0.25 200.00/hr	50.00
	AFJ Review file re: f/c status	0.25 200.00/hr	50.00
	AFJ Call w/ bookkeeper	0.25 200.00/hr	50.00
1/16/2012	JJ Fax letter to client	0.25 100.00/hr	25.00
1/17/2012	AFJ Call Rhonda	0.25 200.00/hr	50.00
2/1/2012	AFJ Review, work on default and order of reference	0.50 200.00/hr	100.00
	JJ Draft Affidavit of Default	0.25 100.00/hr	25.00
	JJ Draft Order of Reference	0.50 100.00/hr	50.00
2/2/2012	JJ Hand delivery to court for filing	0.25 100.00/hr	25.00
2/5/2012	JJ Letter to Judge re: affidavit of default and order of reference	0.50 100.00/hr	50.00
2/15/2012	AFJ work on Order of Reference	0.25 200.00/hr	50.00
	AFJ Sign check	0.25 200.00/hr	50.00
2/16/2012	AFJ Review and sign letter to re: default	0.25 200.00/hr	50.00

		<u>Hrs/Rate</u>	<u>Amount</u>
2/16/2012	JJ Letter to client re: affidavit of default	0.25 100.00/hr	25.00
2/21/2012	AFJ Review and sign check to clerk	0.25 200.00/hr	50.00
2/22/2012	JJ To court to pay fee for f/c	0.25 100.00/hr	25.00
2/27/2012	AFJ Review f/c posture	0.25 200.00/hr	NO CHARGE
2/28/2012	JJ Call from Master's office re: Order of Reference	125 0.25 100.00/hr	25.00
TOTAL FEES TO DATE PETITION FILED \$7550			
3/2/2012	AFJ Review and sign letter to client re: Bankruptcy	0.25 200.00/hr	50.00
	JJ Letter re: bankruptcy issue	0.25 100.00/hr	25.00
3/6/2012	JJ Letter to client re: brutcy notice	0.25 100.00/hr	25.00
	AFJ Review bankruptcy notice	0.25 200.00/hr	50.00
3/12/2012	AFJ Plan trip to Spburg	0.25 200.00/hr	50.00
3/13/2012	AFJ Call to Malinda Pennington	0.25 200.00/hr	50.00
	AFJ Review Bankruptcy materials	0.25 200.00/hr	50.00
3/14/2012	AFJ Review Pennington notes	0.25 200.00/hr	50.00
	JJ Call from Pennington re: bankruptcy	0.25 100.00/hr	25.00
3/15/2012	AFJ Review and sign letter to client re: bankruptcy notices	0.25 200.00/hr	50.00
	JJ Letter client re: status	0.25 100.00/hr	25.00
3/19/2012	AFJ Review notice hearing	0.25 200.00/hr	50.00

		<u>Hrs/Rate</u>	<u>Amount</u>
3/20/2012	AFJ Review and sign letter to Pennington	0.25 200.00/hr	50.00
	JJ Letter to Pennington	0.25 100.00/hr	25.00
3/21/2012	KH Bill prep per AFJ	0.25 100.00/hr	NO CHARGE
	AFJ Conf w/ client	0.25 200.00/hr	50.00
	AFJ Review and sign letter to client	0.25 200.00/hr	50.00
	KH Call Pennington	0.25 100.00/hr	25.00
	KH Work on Bankruptcy posture	0.25 100.00/hr	25.00
	JJ Client meeting	0.25 100.00/hr	25.00
	JJ Fax billing to client	0.25 100.00/hr	NO CHARGE
	AFJ Telephone call MP	0.25 200.00/hr	50.00
	AFJ Work on bankruptcy posture	0.25 200.00/hr	50.00
3/22/2012	KH Finalize packet and copy for hearing tomorrow	0.50 100.00/hr	50.00
	AFJ Review and sign letter to client	0.25 200.00/hr	50.00
	JJ Letter to client re: bankruptcy issues	0.25 100.00/hr	25.00
3/26/2012	AFJ Review bankruptcy status	0.25 200.00/hr	50.00
4/10/2012	AFJ Review bankruptcy info	0.25 200.00/hr	50.00
	AFJ Review 2nd packet of bankruptcy info	0.25 200.00/hr	50.00

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		<u>Hrs/Rate</u>	<u>Amount</u>
4/11/2012 JJ	Letter to client re: status of case	0.25 100.00/hr	25.00
	AFJ Review and sign letter to client	0.25 200.00/hr	50.00
4/16/2012 JJ	Letter to client re: options	0.25 100.00/hr	25.00
	AFJ Call Pennington	0.25 200.00/hr	50.00
4/17/2012 AFJ	Review and sign letter to client re: bankruptcy	0.25 200.00/hr	50.00
4/23/2012 AFJ	Review claim status	0.25 200.00/hr	50.00
4/25/2012 AFJ	Review and sign letter to Pennington re: claim	0.25 200.00/hr	50.00
	AFJ Conf client	1.00 200.00/hr	200.00
4/30/2012 JJ	Telephone call x 2 MMP	0.25 100.00/hr	25.00
	For professional services rendered	55.25	\$9,200.00

Additional Charges :

		<u>Qty/Price</u>	
10/25/2011 AFJ	Register of deeds fee	1 22.00	22.00
11/1/2011 AFJ	ROD fee	1 6.18	6.18
12/13/2011 AFJ	Filing fee for Complaint	1 150.00	150.00
12/29/2011 AFJ	Postage December 2011	1 21.02	21.02
2/14/2012 AFJ	Filing fee for Order of Reference	1 25.00	25.00

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	<u>Qty/Price</u>	<u>Amount</u>
2/21/2012 AFJ Filing fee for foreclosure	1 125.00	125.00
2/28/2012 AFJ February 2012 postage	1 2.45	2.45
3/30/2012 AFJ Malinda Pennington fee	1 250.00	250.00
4/25/2012 KH Malinda Pennington	1 500.00	500.00
Total additional charges		<u>\$1,101.65</u>
Client funds transactions		
New balance of Default		<u>\$0.00</u>

\$9200.00
1101.65
Total \$ 10,301.65

3/30/2012

5/3/2012

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HAWKINS NURSERY, INC.

Plaintiff(s)

vs.

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

Defendant(s)

(Please Print)

Submitted By: ADAM FISHER, JR., ESQUIRE

Address: 531 S MAIN ST, ST RL-1

GREENVILLE, SC 29601

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2011-CP - 23-8345

SC Bar #: 02027

Telephone #: 864-242-1114

Fax #: 864-242-0162

Other:

E-mail: fisherlaw@bellsouth.net

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
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> Employment (120)
<input type="checkbox"/> General (130)
<input type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Other (199) | Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20-CP-
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) | Torts - Personal Injury
<input type="checkbox"/> Assault/Slander/Libel (300)
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Other (399) | Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input checked="" type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) |
| Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) | Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured
Settlement Payment Rights
Application (760)
<input type="checkbox"/> Other (799) | Administrative Law/Relief
<input type="checkbox"/> Reinstate Driver's License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture-Consent Order (850)
<input type="checkbox"/> Other (899) | Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)

<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"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699) | <input type="checkbox"/> Pharmaceuticals (630)
<input type="checkbox"/> Unfair Trade Practices (640)
<input type="checkbox"/> Out-of State Depositions (650)
<input type="checkbox"/> Motion to Quash Subpoena in
an Out-of-County Action (660)
<input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature: Spach Thg

Date: 12-13-11

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

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

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

HAWKINS NURSERY, INC.,

PLAINTIFF

-VS.-

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

DEFENDANTS

IN THE COURT OF COMMON PLEAS

2011-CP-23-

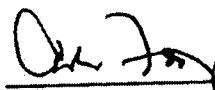
8345

LIS PENDENS

TO THE ABOVE NAMED DEFENDANTS AND ALL OTHERS CONCERNED:

NOTICE IS HEREBY GIVEN, that not more than 20 days from the filing of this Notice of Lis Pendens, an action will be commenced by the above-named Plaintiff against the above named Defendants for the purpose of foreclosing the Mechanics Lien of Plaintiff filed in the Register of Deeds Office for Greenville County, South Carolina in Book 64 at page 140, against the property more fully described in Exhibit A attached hereto and incorporated herein by this reference.

THE FISHER LAW FIRM



Adam Fisher, Jr., Esquire
Attorney for the Plaintiff
531 South Main St., Suite RL-1
Greenville, SC 29601
864-242-1114
864-242-0162
Bar No. 002027

Greenville, South Carolina
at November 13, 2011
December

RECORDED IN BOOK PP3 PAGE 052

Legal Description

ALL that piece parcel, lot or tract of land situate, lying and being in the County of Greenville, State of South Carolina, with all improvements thereon and being shown in Plat Book 1102 on Page 95-96, and having according to said Plat the following descriptions.

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):

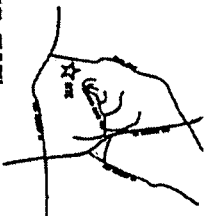
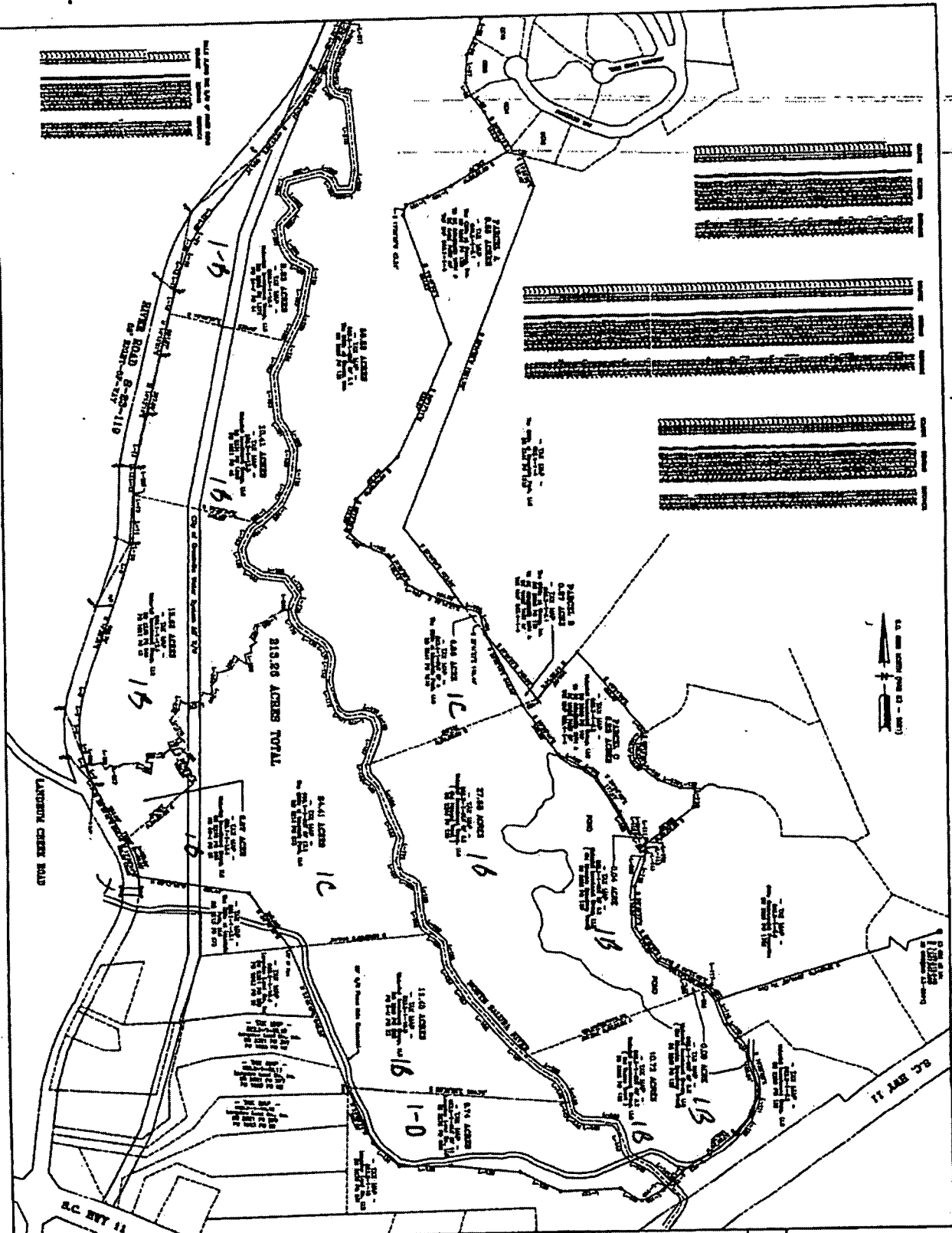
ALL that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as that tract containing 0.86 acres, more or less, and that tract containing 0.06 acre, 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



LEGEND

1. BOUNDARY LINE	2. EASEMENT
3. RIGHT-OF-WAY	4. ADJACENT LAND
5. WATER	6. ROAD
7. FENCE	8. UTILITY



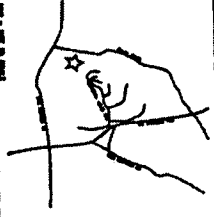
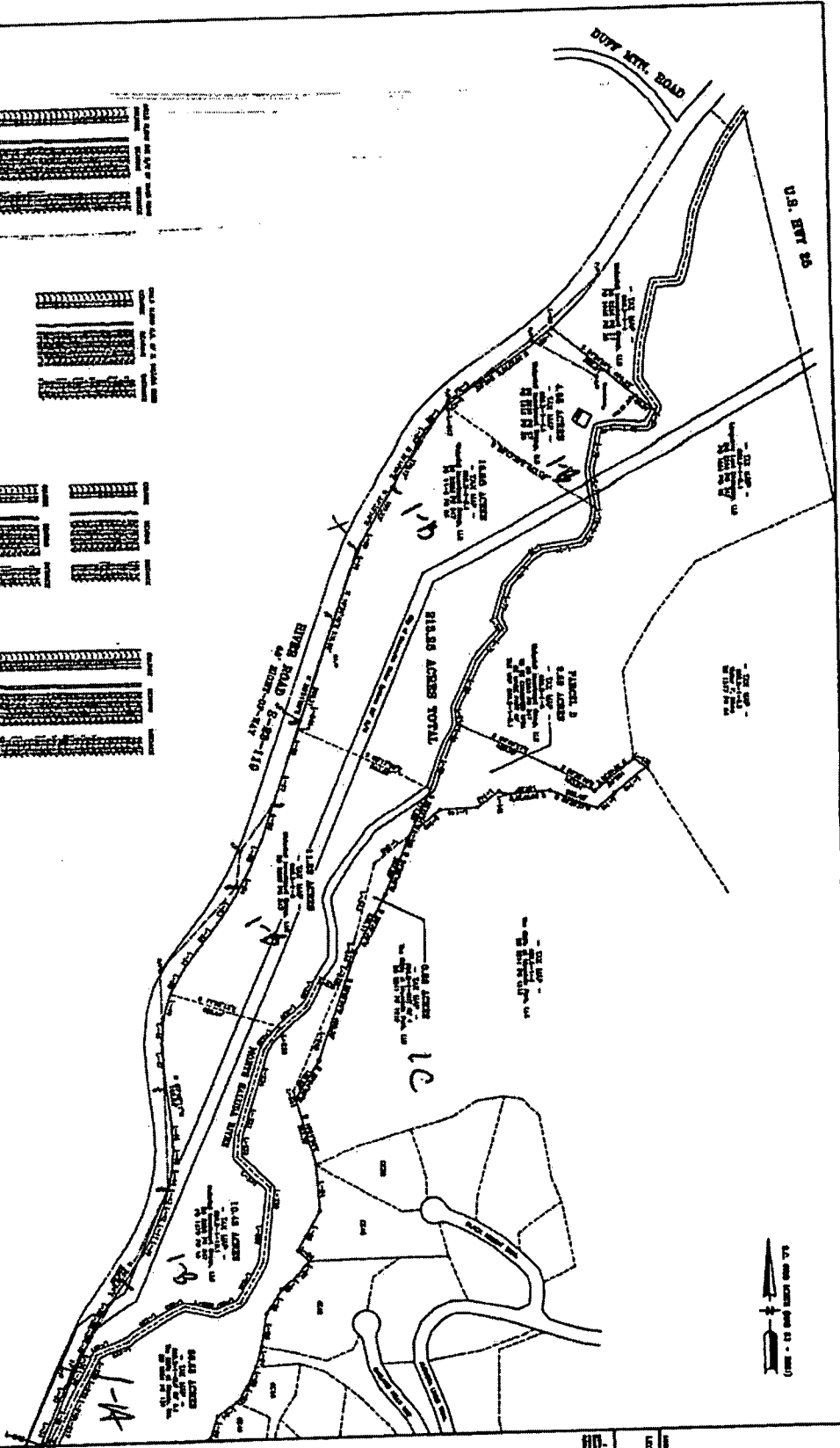
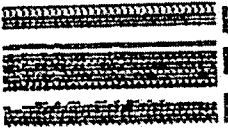
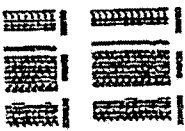
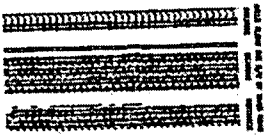
THIS MAP WAS PREPARED BY THE
LAND SURVEYING DIVISION OF THE
SOUTH CAROLINA DEPARTMENT OF
NATURAL RESOURCES



THE CLIFFS AT GLADYS, INC.
LANDSCAPE ARCHITECTS, INC.
THE CLIFFS AT MOUNTAIN PARK, LLC
THE CLIFFS AT MOUNTAIN PARK, LLC

THE CLIFFS AT MOUNTAIN PARK
GOLF AND COUNTRY CLUB, LLC
Sheet 1 of 2

UNIKSEY & ASSOCIATES, INC.
P.O. BOX 9 TOWNVILLE, S.C. 29686
LAND & HYDROGRAPHIC SURVEYORS



LINDSEY & ASSOCIATES, INC.
 P.O. BOX 9 TERNALL, S.C. 29688
 LAND & METROGRAPHIC SURVEYORS



THE CLIFFS AT MOUNTAIN PARK
 GOLF AND COUNTRY CLUB, LLC
 SHEET 8 OF 8



The Cliffs at Mountain Park
 Golf and Country Club, LLC
 SHEET 8 OF 8

The Cliffs at Mountain Park
 Golf and Country Club, LLC
 SHEET 8 OF 8

LINDSEY & ASSOCIATES, INC.
 P.O. BOX 9 TERNALL, S.C. 29688
 LAND & METROGRAPHIC SURVEYORS

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

NOTICE AND CERTIFICATE OF
MECHANICS LIEN

TO: THE CLIFFS AT MOUNTAIN PARK
GOLF AND COUNTRY CLUB, LLC

NOTICE IS HEREBY GIVEN, that Hawkins Nursery, Inc., is the due the sum of Thirty one thousand, thirteen (\$31,013.00) Dollars from The Cliffs at Mountain Park Golf and Country Club, LLC. A statement of a just and true account of said indebtedness with all just credits given is attached hereto as 'Exhibit A' and made a part hereof. This amount is due and owing with interest and fees as allowed by law.

That said debt is due for labor performed or furnished, and/or for materials furnished, and actually used in the erection, alteration or repair of buildings, environs, or structures situated on, or in otherwise improving, the real estate hereinafter described, by virtue of an agreement with, or by consent of:

**THE CLIFFS AT MOUNTAIN PARK GOLF & COUNTRY CLUB, LLC, AKA THE CLIFFS AT
MOUNTAIN PARK GOLF AND COUNTRY CLUB, LLC.**

the owner thereof, or a person or persons authorized by, or rightfully acting for, said owner; or said debt is due because such improvements have been authorized by said owner. That, Hawkins Nursery, Inc., labored on, or furnished labor and/or materials for such buildings, structures, environs, or improvements on October 5, 2011, which is within ninety (90) days of the date hereof.

That by virtue thereof, by the service and filing of this Notice and Certificate, and pursuant to the provisions of the Statutes in such cases made and provided, Hawkins Nursery, Inc., has and claims a lien to secure the payment of the debt so due and the costs of enforcing said lien upon the buildings, environs, or structures herein above mentioned and upon the following described real estate:

The Cliffs at Mountain Park Golf and Country Club, LLC.
Property, as shown on Plat Book 1102, Pages 95-96
East Side River Road between S.C. Hwy 11 and U.S. Hwy 25,
Greenville County, South Carolina

RESPECTFULLY SUBMITTED,



October 21, 2011 11:47:41 AM
Rec:\$18.00

2011071252

Book:MI 64

M/LIEN
12 PGS
Page:140-151

State Tax:\$0.00
FILED IN GREENVILLE COUNTY, SC

October 20, 2011

Adam Fisher, Jr., Esquire
Attorney for Hawkins Nursery, Inc.
SC Bar No.2027
531 South Main St.
Suite RL-1
Greenville, SC 29601
(864)242-1114

Hawkins Nursery, Inc.

"EXHIBIT A"

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

)
)
)
VERIFIED STATEMENT OF ACCOUNT

Personally appeared the undersigned, who being duly sworn, states that he is an officer of Hawkins Nursery, Inc., and he is familiar with the contract and payments related to work services or goods furnished, performed by Hawkins Nursery, Inc., at the golf course and property for The Cliffs at Mountain Park Golf & Country Club, LLC, AKA the Cliffs at Mountain Park Golf and Country Club, LLC., East Side River Road between S.C. Hwy 11 and U.S. Hwy 25, Greenville County, S.C.. The status of the account, including all offsets for payments and any credits, is as follows:

Balance Due:

\$31,013.00

Per attached sheets incorporated herein.

The undersigned is informed and believes that there is due to Hawkins Nursery, Inc., the sum of \$31,013.00, plus attorney's fees and interest as allowed by law. Hawkins Nursery, Inc., last performed services at the premises on October 5, 2011.

Hawkins Nursery, Inc.

By: Anthony Hawkins

Pres. Title

Sworn to and subscribed before me
this 20 day of October, 2011.

Anthony J. [Signature]

Notary Public of South Carolina

My Commission Expires: 11/11/16

"EXHIBIT A"

Phone (864) 836-3030 • Fax (864) 836-3622

**CUSTOMER'S
ORDER NO. _____**

CUSTOMER'S ORDER NO. PO#35807

DATE 5-23 2011

M The Cliffs @ Mt. Park

ADDRESS[illegible]

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

RECEIVED BY _____

Phone (864) 836-3030 • Fax (864) 836-3622

**CUSTOMER'S
ORDER NO. _____**

DATE May 11 20 11

M

ADDRESS[illegible]

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

RECEIVED BY _____

INVOICE
HAWKINS NURSERY, INC.

P. O. Box 581

Travelers Rest, SC 29690

Phone (864) 836-3030 • Fax (864) 836-3622

**CUSTOMER'S
ORDER NO. _____**

PO# 35807

DATE 4-26 2011

M

The Cliffs

ADDRESS

Phil Corn / Scott Rector

[illegible]

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

RECEIVED BY. _____

Phone (864) 836-3030 • Fax (864) 836-3622

**CUSTOMER'S
ORDER NO.**

CUSTOMER'S ORDER NO. P0#35807

DATE April 14 20 11

M The Cliffs

ADDRESS[illegible]

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

RECEIVED BY _____

P. O. Box 581
Travelers Rest, SC 29690
Phone (864) 836-3030 • Fax (864) 836-3622

DATE April 4 20 11

ADDRESS Requested Phil Corn

RECEIVED BY

mail
4-5-11

INVOICE

HAWKINS NURSERY, INC.

P. O. Box 581

Travelers Rest, SC 29690

Phone (864) 836-3030 • Fax (864) 836-3622

CUSTOMER'S
ORDER NO.

DATE March 23 20 11

M

The Cliffs

ADDRESS

Attn Phil Carr P.O. # 35807

		C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D.	
QUANTITY	DESCRIPTION			PRICE	AMOUNT	
7 hours	Tree spade per hr			20.00	140.00	
7 hours	Loader & Operator per hr			55.00	385.00	
1 1/2 hours	Flat Bed Truck per hr			60.00	90.00	
1 1/2 hours	Driver for Truck per hr			25.00	37.50	
7 hours						
20 1/2	2 workers 3-23-11 per hr			22.00	451.00	
37	Jiniper			75.00	2775.00	
	Delivery Fee			200.00	200.00	
					4078.50	
	paid 1000.00 5-19-11			-	1000.00	
	J# 015338					
	paid 1000.00 5-30-11			-	1000.00	
	J# 015545					
	paid 1078.50 8-1-11			-	1078.50	
	J# 016591					
					1000.00	

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

RECEIVED BY _____

P. O. Box 581
Travelers Rest, SC 29690
Phone (864) 836-3030 • Fax (864) 836-3622

**CUSTOMER'S
ORDER NO. _____**

DATE 3-23 2011

M

ADDRESS[illegible]

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

RECEIVED BY

Phone (864) 836-3030 • Fax (864) 836-3622

**CUSTOMER'S
ORDER NO. _____**

DATE 3-3 2011

M The Lites ordered by

ADDRESS Phil Conn P.O. # 35807

QUANTITY	DESCRIPTION	PRICE	AMOUNT
25	12' Colmer Hetzi	75.00	1875 00
	Juniper		
	Deliver	125.00	125 00
			2000 00
	Paid CK# 091554 5-24-2011		- 116 00
			1884 00
	Paid CK# 066147 8-7-6-11		- 1000 00
			884 00

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

RECEIVED BY _____

INVOICE
HAWKINS NURSERY, INC.

P. O. Box 581

Travelers Rest, SC 29690

Phone (864) 836-3030 • Fax (864) 836-3622

CUSTOMER'S

ORDER NO.

DATE 2/23 2011

M

ADDRESS

C.O.D.

CHARGE

ON ACCT.

MDSE. RET'D.

QUANTITY

DESCRIPTION

PRICE**AMOUNT**

50

50 nelli R. Stevens

15.00

3250.00

~~\$~~ 3,250.00

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

RECEIVED BY

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD

2011071252

Book: MI 64

Page: 140-151

October 21, 2011 11:47:41 AM

Timothy J. Hanney

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HAWKINS NURSERY, INC.,

PLAINTIFF

-VS. -

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

DEFENDANTS

IN THE COURT OF COMMON PLEAS

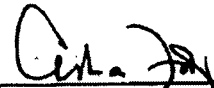
2011-CP-23- 8345

SUMMONS

2011 DEC 13 11:52

PLEASE TAKE NOTICE that you are hereby served with a Complaint in the above referenced action and that you are required to Answer said Complaint within 30 days of service of process by filing an Answer with the Clerk of Court and forwarding an answer to the address below or judgment by default will be rendered against you for the relief demanded in the Complaint.

THE FISHER LAW FIRM



Adam Fisher, Jr., Esquire
Attorney for the Plaintiff
531 South Main St., Suite RL-1
Greenville, SC 29601
864-242-1114
864-242-0162
Bar No. 002027

Greenville, South Carolina
December 3, 2011

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

HAWKINS NURSERY, INC.,

PLAINTIFF

-VS.-

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

DEFENDANTS

IN THE COURT OF COMMON PLEAS

2011-CP-23- 8345

COMPLAINT

2011 FEB 13 AM 11:52

The Plaintiff, complaining of the Defendants, would respectfully allege and show unto the Court that:

1. Plaintiff, Hawkins Nursery, Inc. ("Plaintiff"), is a corporation organized and existing under the laws of the State of South Carolina.

2. Defendant, The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC. ("Owner") is, upon information and belief, a limited liability company organized in South Carolina, and conducts business in South Carolina, is the owner of the real property in Greenville County upon which Plaintiff provided services that is the subject of this suit.

3. That the Defendant, Wells Fargo Bank, National Association, is joined as a party herein as the mortgage holder over the subject of this property.

4. The real property that is the subject of this suit is situated and located in Greenville County, South Carolina.

5. Jurisdiction and venue are proper in this Court.

**FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mechanics' Lien)**

6. The allegations of the preceding paragraphs are fully incorporated herein by reference.

7. Hawkins Nursery, Inc., with the knowledge and consent of the Owner, contracted with The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC., to provide labor, material and services on and for the property located in Greenville County, South Carolina. A more complete description of the property being found in Exhibit A attached hereto and incorporated herein by this reference. ("Project").

8. Owner is the actual owner of the Project.

9. The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC., subsequently contracted with Plaintiff for Plaintiff to provide labor, material and services to the Project.

10. Despite demand made, there is due and owing to Plaintiff, on account of labor, materials and services furnished to the Project, the principal sum of \$31,013.00, which is exclusive of interest and attorney fees and cost.

11. Defendant The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC. failed to pay Hawkins Nursery, Inc., in full for its provision of labor and materials on the Project, despite it being past due.

12. The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC. failed to pay Plaintiff for its provision of labor and materials on the Project.

13. Heretofore, Plaintiff filed with the Register of Deeds for Greenville County, South Carolina a Notice and Certificate of Mechanics' Lien (the "Notice") within 90 days of the last day Plaintiff provided labor and materials to the Project. The Notice is filed in Book 64 beginning at page 140. A copy of said Notice is attached hereto as Exhibit A and incorporated herein by this reference.

14. The Notice was provided to the Owner within 90 days of the last day Plaintiff provided labor and materials to the Project.

15. Simultaneously with the filing of this action, Plaintiff has filed with the Clerk of Court for Greenville County its Notice of Lis Pendens. The Notice of Lis Pendens was filed, and this action was commenced within six months of the last day Plaintiff provided labor and/or materials to the Project.

19. Plaintiff claims a Mechanics' Lien on the real property and improvements being more fully described in Exhibit A attached to this Complaint and hereby requests that this Mechanics' Lien be foreclosed for the satisfaction of the debt, pursuant to S.C. Code § 29-5-10, et. seq., as amended, together with attorney fees, interest and costs to the Plaintiff.

**FOR A SECOND CAUSE OF ACTION
(Breach of Contract)**

20. The allegations of the preceding paragraphs are incorporated herein by reference.

21. Plaintiff fully performed its contract with The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC.

22. The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC. breached its contract with Plaintiff in all, but not limited to, the following particulars:

- (a) by failing to pay Plaintiff for labor, materials and services furnished to the Project.

23. As a direct and proximate result of the breach of the contract, Plaintiff has been damaged and is entitled to a judgment against The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC. in a minimum amount of \$31,013.00 plus reasonable attorney fees, prejudgment interest, and costs associated with this action, totaling \$39,000.00.

**FOR A THIRD CAUSE OF ACTION
(Quantum Meruit)**

24. The allegations of the preceding paragraphs fully incorporated herein by reference.

25. Plaintiff provided labor, materials and services to the project for use by The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC., Owner.

26. The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC. Owner accepted, used and benefited from Plaintiff's provision of labor, materials and services.

27. Despite demand made, Plaintiff remains unpaid for the provision of its labor, materials and services resulting in the unjust enrichment of The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC., Owner and Plaintiff is entitled to recover the fair value of same, which amounts to a minimum of \$31,013.00 plus interest and costs.

**FOR A FOURTH CAUSE OF ACTION
(Violation of SC Code 27-1-15)**

28. The allegations of the preceding paragraphs are fully incorporated herein by reference.

29. Pursuant to SC Code Section 27-1-15, Plaintiff, through letter of its counsel, made due and just demand upon The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC, via certified mail, on November 18, 2011 said letter sent to The Cliffs at Mountain Park Golf & Country Club, LLC, AKA the Cliffs at Mountain Park Golf and Country Club, LLC, on or about November 23, 2011. A copy of the letter is attached hereto and incorporated herein as Exhibit B.

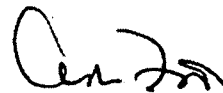
31. Despite such demand The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC., failed to pay Plaintiff.

32. Therefore, Plaintiff is entitled to interest at the judgment rate on the \$31,013.00 since the date of the demand, i.e. November 18, 2011 plus cost and attorney fees.

WHEREFORE, Plaintiff prays for the following relief:

1. That it be awarded \$31,013.00 under its Mechanics' Lien, together with reasonable attorney fees, ~~interest and the costs of this action~~, totaling 39,000.00.;
2. That the rights and priorities of others claiming an interest in the property be ascertained and determined;
3. That the subject property, described above, be sold, subject to any senior liens having priority over the lien of the Plaintiff, and free and clear of any junior lien, and the proceeds of the sale after deducting all lawful charges and expenses, be applied to the discharge of the amount due to the Plaintiff, including reasonable attorney fees, interest and costs;
4. That judgment be entered against The Cliffs at Mountain Park Golf & Country Club, LLC, AKA The Cliffs at Mountain Park Golf and Country Club, LLC., for breach of contract, Quantum Merit and violation of SC Code 27-1-15 and that the Plaintiff be awarded the \$31,013.00 due, together with reasonable attorney fees, interest and costs and actual, totaling 39,000.00.;
5. That judgment be entered against Owner under the Quantum Merit cause of action in the amount of \$31,013.00.
6. For such other and further relief that the Court deems just, equitable and proper.

FISHER LAW FIRM



Adam Fisher, Jr., Esquire
Attorney for the Plaintiff
531 South Main St., Suite RL-1
Greenville, SC 29601
864-242-1114
864-242-0162
Bar No. 002027

At Greenville, South Carolina
November 13, 2011
December

STATE OF SOUTH CAROLINA

)

VERIFICATION

)

COUNTY OF GREENVILLE

)

PERSONALLY appeared before me, Charles A. Hawkins of Hawkins Nursery, Inc., Plaintiff herein the foregoing action, who, begin duly sworn, state:

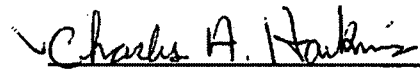
That this Deponent has read the allegations contained in the attached **(XX)** Pleadings, consisting of ___ page(s).

That the attached pleading was prepared by Deponent's attorney based upon information Deponent personally furnished to said attorney.


That the allegations contained in the attached **(XX)** Pleadings, are true and correct based upon personal knowledge of this Deponent, except for the allegations, which are based upon information and belief, and as to those, this Deponent verily believes the same to be true.

That Deponent has authorized said attorney to file the attached **(XX)** Pleadings to present the same to the Court and secure any necessary Orders based thereon, and to secure service upon the adverse party of said **(XX)** Pleadings and necessary process based thereon.

If not an individual Verification, the Deponent acting in the capacity shown below, has the authority to act for and on behalf of the organization or other entity named below to sign this Verification.


Charles A. Hawkins

Sworn to before me this 5 day of December, 2011



Notary Public for S-C
My Commission expires: 11/1/11

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

NOTICE AND CERTIFICATE OF
MECHANICS LIEN

TO: THE CLIFFS AT MOUNTAIN PARK
GOLF AND COUNTRY CLUB, LLC

NOTICE IS HEREBY GIVEN, that Hawkins Nursery, Inc., is the due the sum of Thirty one thousand, thirteen (\$31,013.00) Dollars from The Cliffs at Mountain Park Golf and Country Club, LLC. A statement of a just and true account of said indebtedness with all just credits given is attached hereto as 'Exhibit A' and made a part hereof. This amount is due and owing with interest and fees as allowed by law.

That said debt is due for labor performed or furnished, and/or for materials furnished, and actually used in the erection, alteration or repair of buildings, environs, or structures situated on, or in otherwise improving, the real estate hereinafter described, by virtue of an agreement with, or by consent of:

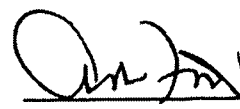
THE CLIFFS AT MOUNTAIN PARK GOLF & COUNTRY CLUB, LLC, AKA THE CLIFFS AT
MOUNTAIN PARK GOLF AND COUNTRY CLUB, LLC.

the owner thereof, or a person or persons authorized by, or rightfully acting for, said owner; or said debt is due because such improvements have been authorized by said owner. That, Hawkins Nursery, Inc., labored on, or furnished labor and/or materials for such buildings, structures, environs, or improvements on October 5, 2011, which is within ninety (90) days of the date hereof.

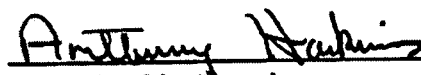
That by virtue thereof, by the service and filing of this Notice and Certificate, and pursuant to the provisions of the Statutes in such cases made and provided, Hawkins Nursery, Inc., has and claims a lien to secure the payment of the debt so due and the costs of enforcing said lien upon the buildings, environs, or structures herein above mentioned and upon the following described real estate:

The Cliffs at Mountain Park Golf and Country Club, LLC.
Property, as shown on Plat Book 1102, Pages 95-96
East Side River Road between S.C. Hwy 11 and U.S. Hwy 25,
Greenville County, South Carolina

RESPECTFULLY SUBMITTED,



Adam Fisher, Jr., Esquire
Attorney for Hawkins Nursery, Inc.
SC Bar No.2027
531 South Main St.
Suite RL-1
Greenville, SC 29601
(864)242-1114


Hawkins Nursery, Inc.



2011071252

Book:MI 64

M/LIEN
12 PGS
Page:140-151

October 21, 2011 11:47:41 AM

Rec:\$18.00 Cnty Tax:\$0.00 State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

October 20, 2011

"EXHIBIT A"

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

)
) VERIFIED STATEMENT OF ACCOUNT
)

Personally appeared the undersigned, who being duly sworn, states that he is an officer of Hawkins Nursery, Inc., and he is familiar with the contract and payments related to work services or goods furnished, performed by Hawkins Nursery, Inc., at the golf course and property for The Cliffs at Mountain Park Golf & Country Club, LLC, AKA the Cliffs at Mountain Park Golf and Country Club, LLC., East Side River Road between S.C. Hwy 11 and U.S. Hwy 25, Greenville County, S.C.. The status of the account, including all offsets for payments and any credits, is as follows:

Balance Due:

\$31,013.00

Per attached sheets incorporated herein.

The undersigned is informed and believes that there is due to Hawkins Nursery, Inc., the sum of \$31,013.00, plus attorney's fees and interest as allowed by law. Hawkins Nursery, Inc., last performed services at the premises on October 5, 2011.

Hawkins Nursery, Inc.

By: Anthony Hawkins

Pres. Title

Sworn to and subscribed before me
this 20 day of October, 2011.

Anthony Hawkins

Notary Public of South Carolina

My Commission Expires: 11/11/16

"EXHIBIT A"

Phone (864) 836-3030 • Fax (864) 836-3622

N

The Cliffs mt. Park

ADDRESSRECEIVED BY _____

RECEIVED BY _____

Phone (864) 836-3030 • Fax (864) 836-3622

**CUSTOMER'S
ORDER NO. _____**

DATE May 11 20 11

M

The Cliffs

ADDRESS

Phil Corn PO# 35807

[illegible]

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

RECEIVED BY _____

INVOICE
HAWKINS NURSERY, INC.

P. O. Box 581
Travelers Rest, SC 29690
Phone (864) 836-3030 • Fax (864) 836-3622

CUSTOMER'S ORDER NO. PO#35807 DATE 4-26 2011

M The Cliffs

ADDRESS Phil Corn / Scott Rector

[illegible]

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

RECEIVED BY _____

INVOICE
HAWKINS NURSERY, INC.

P. O. Box 581
Travelers Rest, SC 29680
Phone (864) 836-3030 • Fax (864) 836-3622

CUSTOMER'S ORDER NO. PO# 35807 DATE April 14 20 11
M The Cliffs

ADDRESS[illegible]

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

RECEIVED BY _____

INVOICE
HAWKINS NURSERY, INC.

P. O. Box 581

Travelers Rest, SC 29690

Phone (864) 836-3030 • Fax (864) 836-3622

**CUSTOMER'S
ORDER NO. _____**

DATE April 4 2011

M

ADDRESS

C.O.D.

CHARGE

ON ACCT.

MDSE RETD.

QUANTITY

DESCRIPTION

PRICE**AMOUNT**

50

Baskets

32¹¹

4.750

237	50
-----	----

50

Bus lap

32"

3.80

190	00
-----	----

427	60
-----	----

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

RECEIVED BY

mail
4-5-11
1

INVOICE HAWKINS NURSERY, INC.

P. O. Box 581
Travelers Rest, SC 29690
Phone (864) 836-3030 • Fax (864) 836-3622

CUSTOMER'S
ORDER NO. _____

DATE March 23rd 11

M _____

ADDRESS The Cliffs
Attn Phil Carr P.O. # 3580

		C.O.D.	CHARGE	ON ACC'T.	MDSE. RET'D.		
QUANTITY	DESCRIPTION			PRICE	AMOUNT		
7 hours	Tree spade			per hr 20.00	140 00		
7 hours	Loader & Operator			per hr 55.00	385 00		
1 1/2 hours	Flat Bed Truck			per hr 60.00	90 00		
1 1/2 hours	Driver for Truck			per hr 25.00	37 50		
7 hours							
20 1/2	2 workers 3-23-11			per hr 22.00	451 00		
37	Juniper			75.00	2775 00		
	Delivery Fee			200.00	200 00		
					4078 50		
	paid 1000.00 5-19-11			-	1000 00		
	✓ # 015338						
					3078 50		
	paid 1000.00 5-30-11			-	1000 00		
	✓ # 015545						
					2078 50		
	paid 1078.50 8-1-11			-	1078 50		
	✓ # 016591						
					1000 00		

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

RECEIVED BY _____

Phone (864) 836-3030 • Fax (864) 836-3622

**CUSTOMER'S
ORDER NO. _____**

DATE 3-23 2011

M**ADDRESS**

C.O.D.

CHARGE

ON ACCT.

MDSE. RET'D.

QUANTITY

DESCRIPTION

PRICE**AMOUNT**

5

Knock-out-Roses³⁹

10 00

50	00
----	----

5

Mon: Do Varogata '8

3.50

17	50
----	----

3

Butterfly Bush 39

9.00

24 00

91	50
----	----

A finance charge of 2% will be added to all unpaid accounts after 30 days.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.

RECEIVED BY.

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL™



7011 1150 0001 8177 9708

Malinda McAleer Pennington
McAleer Pennington Law Firm, LLC
Fresh Start SC, public charity
7 ALTAMONT CT.
GREENVILLE, SC 29609

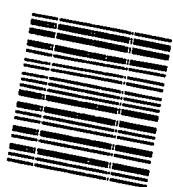
062S0007578176



\$2.50
US POSTAGE
FIRST-CLASS
FROM 29609
MAY 08 2012
stamps.com



1000



55317

U.S. POSTAGE
PAID
GREENVILLE, SC
MAY 08 2012
AMOUNT
\$8.00
00033592-10



BMC Group, Inc.
Attn: Cliffs Claims Processing
PO Box 3020
Chanhassen MN 55317-3020



RECEIVED

MAY 11 2012

BMC GROUP