

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA		PROOF OF CLAIM		 Your Claim is Scheduled As Follows: Schedule/Claim ID: s3892; AMOUNT/CLASSIFICATION: \$450,125.98 SECURED UNKNOWN UNSECURED
Name of Debtor: The Cliffs at Mountain Park Golf & Country Club, LLC		Case Number: 12-01225		<p>The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.</p> <p>If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed except as provided in the accompanying bar date notice.</p> <p>If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.</p> <p style="text-align: center;">THIS SPACE IS FOR COURT USE ONLY</p>
<small>NOTE: See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).</small>				
Name of Creditor (the person or other entity to whom the debtor owes money or property) : Medalist Golf, Inc.				
Name and address where notices should be sent: 29347866009127 Medalist Golf, Inc. Koger Bradford Holcombe Bomar PA PO Box 1897 Spartanburg, SC 29304				
Creditor Telephone Number <u>864-594-5300</u> email:		<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> RECEIVED MAY 18 2012 BMC GROUP </div>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): _____ Filed on: _____
Name and address where payment should be sent (if different from above): Medalist Golf, Inc., Attention: Kelley 327 Dahlonga St. Cumming, GA 30040		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.		
Payment Telephone Number (<u>678-679-0500</u>)email:				
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>450,125.98</u>				
<p>If all or part of your claim is secured, complete item 4.</p> <p>If all or part of your claim is entitled to priority, complete item 5.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p>				
2. BASIS FOR CLAIM: <u>Construction services and materials</u> <small>(See instruction #2)</small>				
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: _____		3a. Debtor may have scheduled account as: _____ <small>(See instruction #3a)</small>		
		3b. Uniform Claim Identifier (optional): _____ <small>(See instruction #3b)</small>		
4. SECURED CLAIM: (See instruction #4) <p>Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.</p> <p>Nature of property or right of setoff: Describe: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____</p> <p>Value of Property: \$ _____</p> <p>Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable <small>(when case was filed)</small></p> <p>Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____</p> <p>Basis for Perfection: _____</p> <p>Amount of Secured Claim: \$ <u>450,125.98</u></p> <p>Amount Unsecured: \$ _____</p>				
5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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 administrative expense or priority and state the amount.				
Amount entitled to priority: \$ _____		Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ _____		
<p>You MUST specify the priority of the claim:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><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).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).</p> </div> <div style="width: 48%;"> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____).</p> <p><input type="checkbox"/> Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).</p> </div> </div>				
<small>* 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.</small>				
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 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 definition of "redacted").
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.
If the documents are not available, please explain:

DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES OR EMAIL NOT ACCEPTED) so that it is actually received on or before 4:00 pm prevailing Eastern Time on May 31, 2012 for Non-Governmental Claimants OR on or before 4:00 pm prevailing Eastern Time on August 27, 2012 for Governmental Claimants.

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

BY MESSENGER OR OVERNIGHT DELIVERY TO:
BMC Group, Inc
Attn: Cliffs Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

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. ☐ I am a guarantor, surety, indorser, or other codebtor.
(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.

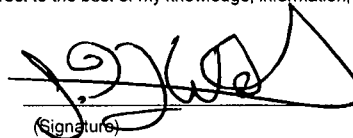
Print Name: J. Hayes Walsh and A. Todd Darwin
Title: Attorneys

Company: Holcombe Bomar, PA

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

PO Box 1897
Spartanburg, SC 29304-1897

Telephone number: (864) 594-5300 email: tdarwin@holcombebomar.com


(Signature)

May 15, 2012
(Date)

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.

LIST OF DEBTORS:

Case Name	Case Nbr
The Cliffs Club & Hospitality Group, Inc.	12-01220
CCHG Holdings, Inc.	12-01223
The Cliffs at Mountain Park Golf & Country Club, LLC	12-01225
The Cliffs at Keowee Vineyards Golf & Country Club, LLC	12-01226
The Cliffs at Walnut Cove Golf & Country Club, LLC	12-01227
The Cliffs at Keowee Falls Golf & Country Club, LLC	12-01229
The Cliffs at Keowee Springs Golf & Country Club, LLC	12-01230
The Cliffs at High Carolina Golf & Country Club, LLC	12-01231
The Cliffs at Glassy Golf & Country Club, LLC	12-01234
The Cliffs Valley Golf & Country Club, LLC	12-01236
Cliffs Club & Hospitality Service Company, LLC	12-01237

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Medalist Golf, Inc.,

Plaintiff(s)

vs.

The Cliffs at Mountain Park Golf & Country Club, LLC; The Cliffs at Mountain Park, LLC; Wells Fargo Bank, National Association; The Cliffs at Glassy, Inc.; Waterfall Investment Group, LLC; Longview Land Co., LLC; HD Supply Waterworks, Ltd.; Smoke Oil, Inc.; Aquarius II, Inc.; Georgia Bridge & Docke, Inc.; Wall to Wall Golf, Inc.; Morgan Concrete Company; Golf Agronomics Sand & Hauling Inc.; and Hawkins Nursery, Inc.,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2011-CP - 23-

8083

(Please Print)

Submitted By: J. Hayes Walsh

Address: P.O. Box 1897, Spartanburg, S.C. 29304

SC Bar #: 70261

Telephone #: (864) 594-5300

Fax #: (864) 585-3844

Other:

E-mail: hwalsh@holcombebomar.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

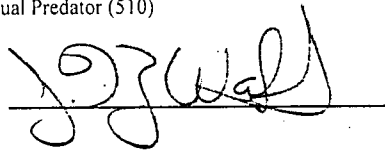
- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is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

NATURE OF ACTION (Check One Box Below)

- | | | | | | | | | | | | |
|---|--|---|---|--|--|--|---|--|---|--------------------------------------|--|
| Contracts
<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 type="checkbox"/> Foreclosure (420)
<input checked="" 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
<table border="0"><tr><td><input type="checkbox"/> Environmental (600)</td><td><input type="checkbox"/> Pharmaceuticals (630)</td></tr><tr><td><input type="checkbox"/> Automobile Arb. (610)</td><td><input type="checkbox"/> Unfair Trade Practices (640)</td></tr><tr><td><input type="checkbox"/> Medical (620)</td><td><input type="checkbox"/> Out-of State Depositions (650)</td></tr><tr><td><input type="checkbox"/> Other (699)</td><td><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)</td></tr></table> | | | | <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) | <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) |
| <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) | <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) | | | | | | | | | | |

☐ Sexual Predator (510)

Submitting Party Signature: _____

A handwritten signature in black ink, appearing to be "J. J. Wall", written over a horizontal line.

Date: December 5, 2011

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)

IN THE COURT OF COMMON PLEAS
THE THIRTEENTH JUDICIAL CIRCUIT
C.A. NO.: 2011-CP-23-2023

Medalist Golf, Inc.,)
)

Plaintiff,)
)

vs.)
)

LIS PENDENS
(Non-Jury)

The Cliffs at Mountain Park Golf &)
Country Club, LLC; The Cliffs at)
Mountain Park, LLC; Wells Fargo Bank,)
National Association; The Cliffs at)
Glassy, Inc.; Waterfall Investment Group,)
LLC; Longview Land Co., LLC;)
HD Supply Waterworks, Ltd.; Smoke Oil,)
Inc.; Aquarius II, Inc.; Georgia Bridge &)
Dock, Inc.; Wall to Wall Golf, Inc.;)
Morgan Concrete Company; Golf)
Agronomics Sand & Hauling Inc.; and)
Hawkins Nursery, Inc.,)

Defendants.)
)
_____)

NOTICE IS HEREBY GIVEN that an action shall be commenced by Plaintiff against the above-referenced Defendants for the foreclosure of its Notice and Certificate of Mechanic's Lien recorded September 7, 2011 in Book 62 at Page 1455, Greenville County Register of Deeds Office. The premises affected by this foreclosure were, at the time of the commencement of this action and at the time of the filing of this Lis Pendens, situated in the above-referenced county and are described as follows, to wit:

**SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN
BY REERENCE.**

HOLCOMBE BOMAR, P.A.

By: 

Koger M. Bradford, Esq.

J. Hayes Walsh, Esq.

Post Office Drawer 1897

Spartanburg, SC 29304

(864) 594-5300

Attorneys for Plaintiff

December 5, 2011
Spartanburg, South Carolina

RECORDED IN BOOK

PAGE 032

EXHIBIT A

Legal Description

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 16.65 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.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THE THIRTEENTH JUDICIAL CIRCUIT
C.A. NO.: 2011-CP-23-8083

Medalist Golf, Inc.,)
)

Plaintiff,)
)

vs.)
)

SUMMONS
(Non-Jury)

The Cliffs at Mountain Park Golf &)
Country Club, LLC; The Cliffs at)
Mountain Park, LLC; Wells Fargo Bank,)
National Association; The Cliffs at)
Glassy, Inc.; Waterfall Investment Group,)
LLC; Longview Land Co., LLC;)
HD Supply Waterworks, Ltd.; Smoke Oil,)
Inc.; Aquarius II, Inc.; Georgia Bridge &)
Dock, Inc.; Wall to Wall Golf, Inc.;)
Morgan Concrete Company; Golf)
Agronomics Sand & Hauling Inc.; and)
Hawkins Nursery, Inc.,)
)

Defendants.)
)

TO THE ABOVE-NAMED DEFENDANTS:

You are hereby summoned and required to serve upon J. Hayes Walsh, of Holcombe Bomar, P.A., Plaintiff's attorney, whose address is 100 Dunbar Street, Suite 200, (29306), Post Office Drawer 1897, Spartanburg, South Carolina 29304, an Answer to the Complaint which is herewith served upon you, within thirty (30) days after service of the Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

HOLCOMBE BOMAR, P.A.

By: 

Roger M. Bradford, Esq.

J. Hayes Walsh, Esq.

Post Office Drawer 1897

Spartanburg, SC 29304

(864) 594-5300

Attorneys for Plaintiff

December 5, 2011
Spartanburg, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THE THIRTEENTH JUDICIAL CIRCUIT
C.A. NO.: 2011-CP-23-8023

Medalist Golf, Inc.,)
)
Plaintiff,)

vs.)

COMPLAINT
(Non-Jury)

The Cliffs at Mountain Park Golf &)
Country Club, LLC; The Cliffs at)
Mountain Park, LLC; Wells Fargo Bank,)
National Association; The Cliffs at)
Glassy, Inc.; Waterfall Investment Group,)
LLC; Longview Land Co., LLC;)
HD Supply Waterworks, Ltd.; Smoke Oil,)
Inc.; Aquarius II, Inc.; Georgia Bridge &)
Dock, Inc.; Wall to Wall Golf, Inc.;)
Morgan Concrete Company; Golf)
Agronomics Sand & Hauling Inc.; and)
Hawkins Nursery, Inc.,)
)
Defendants.)

The Plaintiff, complaining of the above-named Defendants, alleges and would respectfully show this Honorable Court:

1. Plaintiff is a corporation organized and existing under the laws of the State of Georgia, authorized to do business in South Carolina and doing business in Greenville County, South Carolina.
2. Upon information and belief, Defendant The Cliffs at Mountain Park Golf & Country Club, LLC ("Mt. Park Golf Club"), is a limited liability company organized and existing under the laws of the State of South Carolina, doing business in Greenville County, South Carolina and is the record owner of the real property located in Greenville County, South Carolina described herein, which is the subject of this action.
3. Upon information and belief, Defendant The Cliffs at Mountain Park, LLC ("CMP"), is a limited liability company organized and existing under the laws of the State of South Carolina and doing business in Greenville County, South Carolina.

4. Upon information and belief, Defendant Wells Fargo Bank, National Association ("Wells Fargo"), is a lending institution organized and existing under the laws of the United States of America and doing business in Greenville County, South Carolina.
5. Upon information and belief, Defendant The Cliffs at Glassy, Inc. ("CG"), is a corporation organized and existing under the laws of the State of South Carolina and doing business in Greenville County, South Carolina.
6. Upon information and belief, Defendant Waterfall Investment Group, LLC ("WIG"), is a limited liability company organized and existing under the laws of the State of South Carolina and doing business in Greenville County, South Carolina.
7. Upon information and belief, Defendant Longview Land Co., LLC ("Longview"), is a limited liability company organized and existing under the laws of the State of South Carolina and doing business in Greenville County, South Carolina.
8. Upon information and belief, Defendant HD Supply Waterworks, LTD. ("HD"), is a limited partnership organized and existing under the laws of the State of Florida, authorized to do business in South Carolina and doing business in Greenville County, South Carolina.
9. Upon information and belief, Defendant Smoke Oil, Inc. ("Smoke"), is corporation organized and existing under the laws of the State of South Carolina and doing business in Greenville County, South Carolina.
10. Upon information and belief, Defendant Aquarius II, Inc. ("Aquarius") is a corporation organized and existing under the laws of one of the states of the United States and doing business in Greenville County, South Carolina.
11. Upon information and belief, Defendant Wall to Wall Golf, Inc. ("WTWG"), is a corporation organized and existing under the laws of one of the states of the United States and doing business in Greenville County, South Carolina.
12. Upon information and belief, Defendant Morgan Concrete Company ("Morgan Concrete"), is a company organized and existing under the laws of the State of Georgia, authorized to do business in South Carolina and doing business in Greenville County, South Carolina.

13. Upon information and belief, Defendant Georgia Bridge & Dock, Inc. ("Georgia Bridge"), is a corporation organized and existing under the laws of the State of Georgia.
14. Upon information and belief, Defendant Golf Agronomics Sand & Hauling Inc. ("GASH"), is a corporation organized and existing under the laws of the State of Florida, authorized to do business in South Carolina and doing business in Greenville County, South Carolina.
15. Upon information and belief, Defendant Hawkins Nursery, Inc. ("Hawkins"), is a corporation organized and existing under the laws of the State of South Carolina and doing business in Greenville County, South Carolina.
16. This is an action to foreclose a Notice and Certificate of Mechanic's Lien covering real property situated in Greenville County, South Carolina, and this Court therefore has jurisdiction of this action.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

17. Plaintiff realleges and reaffirms the prior allegations of this Complaint as if set forth herein verbatim.
18. On or about January 2011, Plaintiff and Defendant Mt. Park Golf Club negotiated and entered into a contract and agreement wherein Plaintiff was to provide goods, services, materials, products and labor for the development and construction of The Cliffs at Mountain Park Golf Course located in Greenville County, South Carolina which is owned by Mt. Park Golf Club.
19. Pursuant to their contract and agreement, from January 2011 until June 2011, Plaintiff provided goods, services, materials, products and labor for the development and construction of The Cliffs at Mountain Park Golf Course improving the real property which is owned by Mt. Park Golf Club and described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property").
20. Despite due and legal demand for payment, Mt. Park Golf Club has failed and refuses to make full and prompt payment for the supplies, services, materials and labor furnished pursuant to the parties' contract and agreement.

21. A Verified Statement of Account is attached as Exhibit "B" and incorporated herein by reference. Said itemized statement is true and correct and shows that a balance of Four Hundred Thirty-Four Thousand Fifty-Five and 82/100 (\$434,055.82) Dollars remains unpaid on this account.

22. Plaintiff is informed and believes that it is entitled to judgment against Mt. Park Golf Club in the amount of Four Hundred Thirty-Four Thousand Fifty-Five and 82/100 (\$434,055.82) Dollars, plus interest, and for the reasonable costs of this action.

FOR A SECOND CAUSE OF ACTION
(Quantum Meruit)

23. Plaintiff realleges and reaffirms the prior allegations of this Complaint as if set forth herein verbatim.

24. Plaintiff, at the special request and insistence of Mt. Park Golf Club supplied services, materials and labor to Mt. Park Golf Club, and conferred a benefit upon Mt. Park Golf Club.

25. Through its performance of the contract and agreement, Plaintiff provided valuable materials and services to Mt. Park Golf Club for the improvement of the Property, and Mt. Park Golf Club has benefitted from and received the use, value and enjoyment of the materials and services and has been unjustly enriched thereby.

26. Plaintiff is informed and believes that it is entitled to judgment against Mt. Park Golf Club for the reasonable value of the materials and services provided to Mt. Park Golf Club in the improvement of the Property owned by Mt. Park Golf Club in an amount to be determined by the Court.

27. Mt. Park Golf Club has realized and retained the benefits of said materials and services, and equity requires payment to Plaintiff for the benefit so conferred in the amount of Four Hundred Thirty-Four Thousand Fifty-Five and 82/100 (\$434,055.82) Dollars, plus interest, and for the reasonable costs of this action.

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

28. Plaintiff realleges and reaffirms the prior allegations of this Complaint as if set forth herein verbatim.

29. Plaintiff, within the time required by law after it ceased to furnish labor, materials and services for such improvements on the Property, filed a Notice and Certificate of Mechanic's Lien in the Register of Deeds Office for Greenville County in Mechanic's Lien Book 62 at Page 1455 on September 7, 2011. A copy of this Notice and Certificate of Mechanic's Lien is attached as Exhibit "C" and incorporated herein by reference.
30. Exhibit A attached hereto is a description of the real property covered by the mechanic's lien which is sought to be foreclosed.
31. There is now due the Plaintiff by Mt. Park Golf Club under said mechanic's lien the sum of Four Hundred Thirty-Four Thousand Fifty-Five and 82/100 (\$434,055.82) Dollars, together with interest, costs and expenses, and attorney's fees involved in the enforcement of said lien.
32. Plaintiff has duly complied with all requirements on its part for the perfection of its mechanic's lien with South Carolina Code Ann. §§ 29-5-10, et. seq., and is entitled to foreclose this mechanic's lien and to have the equity of redemption by the defendants barred in the amount provided for by law.
33. Defendant Wells Fargo is made a party to this action by virtue of a mortgage it holds on the Property. Mt. Park Golf Club executed and delivered a mortgage to Wells Fargo recorded June 9, 2010 in Mortgage Book 5081 at Page 3067, Office of the Register of Deeds for Greenville County. Defendant Wells Fargo is named and made a party out of an abundance of caution in order to insure that its rights are not prejudiced hereby.
34. Defendants CMP, CG, WIG and Longview are made parties to this action by virtue of their interest in the property, if any, pursuant to an Agreement Regarding Repurchase and Additional Purchase and Exchange Rights, recorded June 9, 2010 in Deed Book 2373 at Page 3532, Office of the Register of Deeds for Greenville County. Defendants CMP, CG WIG and Longview are named and made parties out of an abundance of caution in order to insure that their rights are not prejudiced hereby.
35. Defendant HD is made a party to this action by virtue of a Lis Pendens, Summons and Complaint filed by its legal representative to foreclose on its Notice and

Certificate of Mechanic's Lien filed against the Property, which foreclosure action was filed on October 25, 2011, Civil Action No. 2011-CP-23-7054. The Notice and Certificate of Mechanic's Lien was filed against Mt. Park Golf Club, CMP and Wells Fargo on August 18, 2011 in Mechanic's Lien Book 62 at Page 518, Office of the Register of Deeds for Greenville County. Defendant HD is named and made a party out of an abundance of caution in order to insure that its rights are not prejudiced hereby.

36. Defendant Smoke is made a party to this action by virtue of a Lis Pendens, Amended Summons and Amended Complaint filed by its legal representative to foreclose on its Notice and Certificate of Mechanic's Lien filed against the Property, which Lis Pendens and Amended Summons and Amended Complaint were filed on December 1, 2011, Civil Action No. 2011-CP-23-7243. The Notice and Certificate of Mechanic's Lien was filed against Mt. Park Golf Club, CMP, Plaintiff, and Wells Fargo on August 30, 2011 in Mechanic's Lien Book 62 at Page 1221, Office of the Register of Deeds for Greenville County. Defendant Smoke is named and made a party out of an abundance of caution in order to insure that its rights are not prejudiced hereby.

37. Defendant Aquarius is made a party to this action by virtue of a Notice and Certificate of Mechanics Lien filed against Mt. Park Golf Club regarding the Property on September 9, 2011 in Mechanic's Lien Book 62 at page 1594, Office of the Register of Deeds for Greenville County. Defendant Aquarius is named and made a party out of an abundance of caution in order to insure that its rights are not prejudiced hereby.

38. Defendant WTWG is made a party to this action by virtue of a Notice and Certificate of Mechanic's Lien filed against Mt. Park Golf Club, CMP, and Wells Fargo regarding the Property on September 9, 2011 in Mechanic's Lien Book 62 at Page 1610, Office of the Register of Deeds for Greenville County. Defendant WTWG is named and made a party out of an abundance of caution in order to insure that its rights are not prejudiced hereby.

39. Defendant Morgan Concrete is made a party to this action by virtue of a Notice and Certificate of Mechanic's Lien filed against Mt. Park Golf Club, CMP, and Wells

Fargo regarding the Property on September 9, 2011 in Mechanic's Lien Book 62 at Page 1620, Office of the Register of Deeds for Greenville County. Defendant Morgan Concrete is named and made a party out of an abundance of caution in order to insure that its rights are not prejudiced hereby.

40. Defendant Georgia Bridge is made a party to this action by virtue of a Notice and Certificate of Mechanic's Lien filed against Mt. Park Golf Club, CMP, and Wells Fargo regarding the Property on September 9, 2011 in Mechanic's Lien Book 62 at Page 1600, Office of the Register of Deeds for Greenville County. Defendant Georgia Bridge is named and made a party out of an abundance of caution in order to insure that its rights are not prejudiced hereby.

41. Defendant GASH is made a party to this action by virtue of a Notice and Certificate of Mechanic's Lien filed against Mt. Park Golf Club, Wells Fargo, HD, and Smoke regarding the Property on September 7, 2011 in Mechanic's Lien Book 62 at Page 1469, Office of the Register of Deeds for Greenville County. Defendant GASH is named and made a party out of an abundance of caution in order to insure that its rights are not prejudiced hereby.

42. Defendant Hawkins is made a party to this action by virtue of a Notice and Certificate of Mechanics Lien filed against Mt. Park Golf Club regarding the Property on October 21, 2011 in Mechanic's Lien Book 64 at Page 140, Office of Register of Deeds for Greenville County. Defendant Hawkins is named and made a party out of an abundance of caution in order to insure that its rights are not prejudiced hereby.

43. Plaintiff is informed and believes that it is entitled to have the subject real property sold at public auction on such dates as may be determined by the Court and the proceeds derived therefrom applied toward the satisfaction of Mt. Park Golf Club indebtedness to the Plaintiff, including attorney's fees and costs incurred.

WHEREFORE, having fully set forth is Complaint, Plaintiff prays that the Court inquire into this matter and grant the Plaintiff judgment in the following particulars:

a. For judgment against Defendant The Cliffs at Mountain Park Golf & Country Club, LLC, on the First, Second and Third Causes of Action in the amount of Four Hundred Thirty-Four Thousand Fifty-Five and 82/100 (\$434,055.82) Dollars, together with interest, costs and expenses;

- b. For judgment against Defendant The Cliffs at Mountain Park Golf & Country Club, LLC, and the Property and premises described on the Third Cause of Action in the sum of Four Hundred Thirty-Four Thousand Fifty-Five and 82/100 (\$434,055.82) Dollars, together with interest, costs and expenses, and a reasonable attorney's fee involved in the enforcement of the lien above-described;
- c. That Plaintiff have judgment of foreclosure of the amounts found to be due on the Third Cause of Action; that Plaintiff's mechanic's lien be declared valid; that the rights and priorities of all liens on the Property be determined; that due notice of said foreclosure be given to all proper parties; that all person claiming by, through, or under the Defendants be barred and forever foreclosed of all right, title and interest and equity of redemption in and to the said Property or any part thereof; that the subject real property be sold free and clear of all junior liens, with the proceeds from this sale going toward the satisfaction of Defendant The Cliffs at Mountain Park Golf & Country Club, LLC's indebtedness to the Plaintiff; and
- d. For such other and further relief as the Court deems just and proper.

HOLCOMBE BOMAR, P.A.

By: 

Koger M. Bradford, Esq.
J. Hayes Walsh, Esq.
Post Office Drawer 1897
Spartanburg, SC 29304
(864) 594-5300
Attorneys for Plaintiff

December 5, 2011
Spartanburg, South Carolina

EXHIBIT A

Legal Description

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.

EXHIBIT B

VERIFIED STATEMENT OF ACCOUNT
OF
MEDALIST GOLF, INC.

Date	Description	Debit	Credit
6/20/2011	Application #1-0365-05	\$202,548.92	
5/20/2011	Application #1-0365-04	\$228,866.91	
6/20/2011	Invoice #1481	\$83.74	
5/24/2011	Invoice #1480	\$182.45	
5/06/2011	Invoice #1479	\$2,373.80	

BALANCE:

\$434,055.82

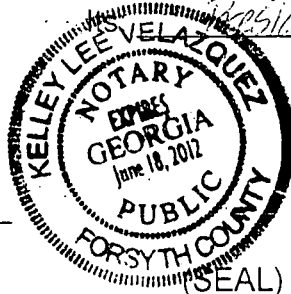
I verily believe that the amount stated above is a true and accurate accounting of that which is presently due and owing Medalist Golf, Inc. by The Cliffs at Mountain Park Golf & Country Club, LLC and, further, that no portion thereof has been paid.

MEDALIST GOLF, INC.

By: Eldon Wayne Massey
Eldon Wayne Massey

SWORN to before me this
20th day of December, 2011.

Kelley Lee Velazquez
Notary Public for Georgia



My Commission Expires: June 18, 2012

EXHIBIT C



2011059721 M/LIEN
14 PGS
Book MI 62 Page 1455-1468

September 07, 2011 02 06 38 PM
Rec \$20 00 Cnty Tax \$0 00 State Tax \$0 00

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED IN GREENVILLE COUNTY, SC
IN THE COURT OF COMMON PLEAS

Medalist Golf, Inc.,)
Plaintiff,)

NOTICE AND CERTIFICATE
OF MECHANIC'S LIEN

vs.)

ML Filing Number.: _____

The Cliffs at Mountain Park Golf &)
Country Club, LLC; Wells Fargo Bank,)
National Association, HD Supply)
Waterworks, LTD; and Smoke Oil, Inc.,)
Defendants)

NOTICE IS HEREBY GIVEN:

That the undersigned does hereby file a Mechanic's Lien on behalf of the Plaintiff above-named against the real estate described below for construction goods, materials, services, products and labor furnished in the amount of Four Hundred Thirty-Four Thousand Fifty-Five and 82/100 Dollars (\$434,055.82), for a reasonable attorney's fee, and for the costs of this action Said lien for construction goods, materials, services, products and labor furnished by Plaintiff and actually used in the improvements located on real estate described herein which The Cliffs at Mountain Park Golf & Country Club, LLC, Wells Fargo Bank, National Association, HD Supply Waterworks, LTD, and Smoke Oil, Inc (collectively "Defendants"), may now have and claim an interest in. Notice of this mechanic's lien is hereby given to said Defendants to the extent of their interests, whether fee simple or leasehold, in the subject real estate at times relevant hereto.

A verified statement of account is attached as Exhibit "A". Said materials and/or labor were actually used in the construction and improvement of the real estate described in the attached Exhibit "B", by virtue of an agreement with, or by consent of The Cliffs at Mountain Park Golf & Country Club, LLC, or a person or persons authorized by, or rightfully acting for said companies, or by virtue of, upon information and belief, the authorization of said companies. The first item of labor or service or materials were actually furnished on May 6, 2011, and the last item of labor or service or materials was actually furnished on June 17, 2011. Less than ninety (90) days have elapsed since the date that the last materials and/or labor were furnished.

The Plaintiff is authorized and qualified to do business in the State of South Carolina.

Plaintiff has and claims a mechanic's lien upon and against any interest of the Defendants in the real property described herein, specifically including all improvements thereon, together with the interest of any and all other persons or entities having actual or record notice hereof, to the full extent permitted by law.

The legal description of the property subject to this mechanic's lien is attached as Exhibit "B" hereto and incorporated herein by reference.

See Exhibit "B" attached hereto.

Address: 3598 Highway 11, Travelers Rest, South Carolina 29690
Tax Map No. P/O 0666 02 01 00 601; 0662 04 01 00 400; 0662 03 01 00 602

{END OF DOCUMENT. SIGNATURE AND NOTARY ON NEXT PAGE.}

HOLCOMBE BOMAR, P.A.

By. 

Koger M. Bradford (SC Bar No. 844)

J. Hayes Walsh (SC Bar No. 70261)

Attorneys for Plaintiff

Post Office Drawer 1897

Spartanburg, SC 29304

(864) 594-5300

September 7, 2011

Spartanburg, South Carolina

SWORN TO and subscribed before me
this 7th day of September, 2011.



Notary Public for State of South Carolina

My commission expires 12/15/2013

{Affix Seal}

EXHIBIT "A"

VERIFIED STATEMENT OF ACCOUNT
OF
MEDALIST GOLF, INC

Date	Description	Debit	Credit
=====			
6/20/2011	Application #1-0365-05	\$202,548 92	
5/20/2011	Application #1-0365-04	\$228,866.91	
6/20/2011	Invoice #1481	\$83.74	
5/24/2011	Invoice #1480	\$182 45	
5/6/2011	Invoice #1479	\$2,373 80	

BALANCE \$ 434,055 82

I verily believe that the amount stated above is a true and accurate accounting of that which is presently due and owing Medalist Golf, Inc. by The Cliffs at Mountain Park Golf & Country Club, LLC and, further, that no portion thereof has been paid

MEDALIST GOLF, INC

By Eldon Wayne Massey
Eldon Wayne Massey
Its President

SWORN to before me this
31st day of August, 2011

Kelley Lee Velazquez
Notary Public for Georgia

My Commission Expires June 18, 2012



APPLICATION AND CERTIFICATE FOR PAYMENT

TO (CONTRACTOR)	The Cliffs at Mountain Park Golf and Country Club, LLC 3598 Hwy 11 Travelers Rest, SC 29690	PROJECT	Completion of the Cliffs at Mountain Park Golf Course designed by Gary Player Design located at 114 River Rd. Travelers Rest, SC	APPLICATION NO	1-0365-04	Distribution to <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM (SUBCONTRACTOR)	Medalist Golf, Inc 327 Dahlonega Rd Ste 1005 Cumming, GA 30040	VIA (ARCHITECT)	Gary Player Design 635 Garden Market Dr Travelers Rest, SC 29690	PERIOD TO	May 20 2011	
CONTRACT FOR			ARCHITECTS	PROJECT NO		

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owners	ADDITIONS	DELETIONS
TOTAL		
Approved this Month		
Number	Date Approved	
TOTALS \$ \$		

Net Change by Change Orders

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work, for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR MEDALIST GOLF, INC

By  Date May 20, 2011

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

Application is made for Payment, as shown below, in connection with the Contract

1 ORIGINAL CONTRACT SUM	\$	1 143,867.50
2 Net change by Change Orders	\$	
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	1 143,867.50
4 TOTAL COMPLETED & STORED TO DATE	\$	588,560.77
5 RETAINAGE		
a 10% of Completed Work	\$	29,428.04
b % of Stored Material	\$	
(Total in Column F on Continuation Sheet)	\$	29,428.04
6 TOTAL EARNED LESS RETAINAGE	\$	559,132.73
(Less Line 5 Total)		
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	330,265.82
8 CURRENT PAYMENT DUE	\$	228,866.91
9 BALANCE TO FINISH, PLUS RETAINAGE	\$	584,734.77
(Less Line 6)		
State of Georgia	County of Forsyth	
Subscribed and sworn to me on this 20th day of May 2011		
Notary Public		

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for)

ARCHITECT

By _____ Date _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without


APPLICATION AND CERTIFICATE FOR PAYMENT

TO (CONTRACTOR)	The Cliffs at Mountain Park Golf and Country Club, LLC 3598 Hwy 11 Travelers Rest, SC 29690	PROJECT	Completion of the Cliffs at Mountain Park Golf Course designed by Gary Player Design located at 114 River Rd Travelers Rest, SC	APPLICATION NO	1-0365-05	Distribution to <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR
FROM (SUBCONTRACTOR)	Medalist Golf, Inc. 327 Dahlgren Rd Ste 1005 Cumming, GA 30040	VIA (ARCHITECT)	Gary Player Design 635 Garden Market Dr Travelers Rest, SC 29690	PERIOD TO	June 20, 2011	
CONTRACT FOR			ARCHITECT'S PROJECT NO			

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders approved in previous months by Owners	ADDITIONS	DELETIONS
TOTAL		
Approved this Month		
Number	Date Approved	
TOTALS \$		

Net Change by Change Orders \$
The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due
CONTRACTOR MEDALIST GOLF INC

By  Date June 20, 2011

ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

Application is made for Payment, as shown below in connection with the Contract

1 ORIGINAL CONTRACT SUM	\$	1,143,867.50
2 Net change by Change Orders	\$	
3 CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	1,143,867.50
4 TOTAL COMPLETED & STORED TO DATE	\$	761,681.65
5 RETAINAGE: a 10% % of Completed Work \$		
b % of Stored Material \$		
6 TOTAL EARNED LESS RETAINAGE (Total in Column 1 of Continuation Sheet)	\$	761,681.65
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	559,132.73
8 CURRENT PAYMENT DUE	\$	202,548.92
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	382,185.65
State of Georgia County of Forsyth Subscribed and sworn to me on this 20th day of, June 2011 Notary Public		

AMOUNT CERTIFIED.
(Attach explanation if amount certified differs from the amount applied for.)
ARCHITECT
By _____ Date _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without



INVOICE #1481
For
Cliffs at Mountain Park
June 20, 2011

DESCRIPTION	Installed Quantities	UNITS	UNIT PRICES	Subtotal
-------------	-------------------------	-------	----------------	----------

Fuel Surcharge - See Backup

\$83.74

Total

\$ 83.74

327 Dahlonga St
Suite 1005
Cumming, GA 30040
678-679-0500
678-679-0499 Fax



INVOICE #1480
For
Cliffs at Mountain Park
May 24, 2011

DESCRIPTION	Installed Quantities	UNITS	UNIT PRICES	Subtotal
-------------	-------------------------	-------	----------------	----------

Fuel Surcharge - See Backup

\$182.45

Total

\$ 182.45

327 Dahlonega St
Suite 1005
Cumming, GA 30040
678-679-0500
678-679-0499 Fax

327 Dahlonga St Suite 1005
Cumming, GA 30040
678-679-0500

[illegible]

DIG UP AND RELAY 200' OF 18" PIPE ON #8 CLOSE TO GREEN PIPE WAS CLOGGED AND HAD NO GASKETS AT COUPLER

Signature _____ Date _____

EXHIBIT "B"

EXHIBIT "B"

Legal Description

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.

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September 07, 2011 02:05:38 PM

Timothy J. Harney



Holcombe Bomar, P.A.

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A. Todd Darwin
J. Hayes Walsh
Nathaniel P. Mark
Joshua T. Thompson
Kyle T. Clelland

Neville Holcombe, 1902-1983
Horace L. Bomar, 1912-1994

May 15, 2012

Via Federal Express 952-404-5700

BMC Group, Inc.
Attention: Cliffs Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

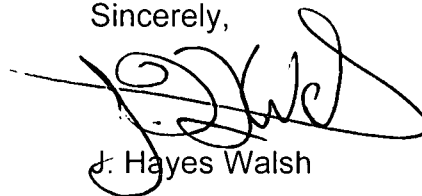
Re: Medalist Golf, Inc., Creditor
The Cliffs at Mountain Park Golf & Country Club, LLC, Debtor
Case No. 12-01225
Our File No. 12032

Dear Sir or Madam:

Enclosed please find an original and one (1) copy of the Proof of Claim to be filed on behalf of Medalist Golf, Inc. as Creditor in Bankruptcy Case No. 12-01225. Please also find enclosed a return envelope for your use in returning a clocked copy as acknowledgment of this filing.

Thank you.

Sincerely,



J. Hayes Walsh

/rsm

Enclosures

cc: Medalist Golf, Inc.

From: (864) 594-5313
Rhonda Mitchell
HOLCOMBE BOMAR, P.A.
100 DUNBAR STREET

Origin ID: SPAA



SPARTANBURG, SC 29306

Ship Date: 17MAY12
ActWgt: 1.0 LB
CAD: 1424755/INET3250

Delivery Address Bar Code



SHIP TO: (952) 404-5700

BILL SENDER

Attention: Cliffs Claims Processing
BMC GROUP, INC.
18675 LAKE DR E

CHANHASSEN, MN 55317

Ref # Medalist 12032
Invoice #
PO #
Dept #

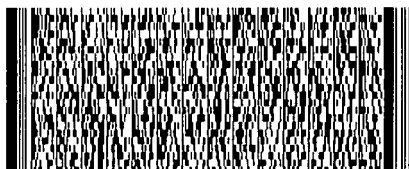
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PRIORITY OVERNIGHT

TRK# 7984 0753 0721
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MAY 18 2012
BMC GROUP



512G361A4/A278

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