




UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA		PROOF OF CLAIM		
Name of Debtor: The Cliffs at Mountain Park Golf & Country Club, LLC		Case Number: 12-01225		Your Claim is Scheduled As Follows: Schedule/Claim ID: s3885 AMOUNT/CLASSIFICATION: \$217,242.73 SECURED UNKNOWN UNSECURED
<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) : Aquarius II, Inc.				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. 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. If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
Name and address where notices should be sent:  29347866008032 Aquarius II Jamison W Hinds 601 East McBee Ave, Suite 200 Greenville, SC 29603 29601				
Creditor Telephone Number () email:				
Name and address where payment should be sent (if different from above): Aquarius II, Inc. P. O. Box 239 Greensboro, GA 30642-0239		<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.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number (if known): _____ Filed on: _____
Payment Telephone Number () email:		THIS SPACE IS FOR COURT USE ONLY		
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>217,242.73</u> <small>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.</small> <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.				
2. BASIS FOR CLAIM: <u>Construction services & 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) 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. Nature of property or right of setoff: Describe: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable <small>(when case was filed)</small> Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____ Basis for Perfection: _____ Amount of Secured Claim: \$ <u>217,242.73</u> Amount Unsecured: \$ _____				
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): \$ _____ You MUST specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <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"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <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). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). <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).				
<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>				
 Cliffs POC 00895				
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
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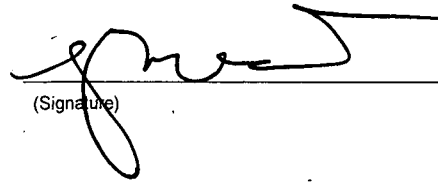
8. SIGNATURE: (See instruction #8)

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: Jamison W. Hinds
 Title: Attorney
 Company: Ashmore Leaphart Rabon Hinds, LLC
 Address and telephone number (if different from notice address above):
601 E. McBee Avenue, Ste 200
Greenville, SC 29601

 5/23/12
 (Signature) (Date)

Telephone number: 864 271-2594 email: jhinds@alr.law.net

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)

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE)

C.A. NO: 2011-CP-23-7243

Smoke Oil, Inc.)

Plaintiff,)

vs.)

Medalist Golf, Inc. Eldon Wayne)
Massey, Individually, The Cliffs at)
Mountain Park Golf & Country Club, LLC,)
The Cliffs at Mountain Park, LLC,)
Wells Fargo Bank, National Association,)
Golf Agronomics Sand & Hauling, Inc.,)
HD Supply Waterworks, LTD.,)
Maverick Golf Designs, LLC d/b/a)
Fezler Golf, Morgan Concrete Co., Wall)
To Wall Golf, Inc., Georgia Bridge &)
Dock, Inc., Aquarius II, Inc., and)
Hawkins Nursery, Inc.,)

AQUARIUS II, INC.'S
SUMMONS TO THE CLIFFS AT
MOUNTAIN PARK GOLF AND
COUNTRY CLUB, LLC

Defendants.)

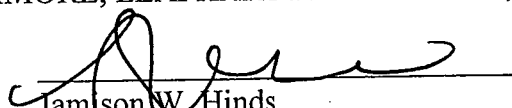
FILED-CLERK OF COURT
GREENVILLE CO. S.C.
NATHAN R. WICKENBARGER

2011 DEC - 6 A 11:33

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Cross-Claim in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the said Cross-Claim on the subscribers at 601 E. McBee Avenue, Suite 200, Greenville, South Carolina, 29601, within thirty (30) days, exclusive of the day of such service. If you fail to answer the Cross-Claim in the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Cross-Claim.

ASHMORE, LEAPHART RABON HINDS, LLC



Jamison W. Hinds.
SC Bar # 68544
601 E. McBee Ave., Suite 200
Greenville, SC 29601
864 271 2594

12/6, 2011

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS)

COUNTY OF GREENVILLE)

C.A. NO: 2011-CP-23-7243)

Smoke Oil, Inc.)

Plaintiff,)

vs.)

Medalist Golf, Inc. Eldon Wayne)

ANSWER OF)
AQUARIUS II, INC.)

Massey, Individually, The Cliffs at)

AND CROSSCLAIM AS TO)
THE CLIFFS AT MOUNTAIN)

Mountain Park Golf & Country Club, LLC,)

PARK GOLF & COUNTRY)
CLUB, LLC)

The Cliffs at Mountain Park, LLC,)

Wells Fargo Bank, National Association,)

Golf Agronomics Sand & Hauling, Inc.,)

HD Supply Waterworks, LTD.,)

Maverick Golf Designs, LLC d/b/a)

Fezler Golf, Morgan Concrete Co., Wall)

To Wall Golf, Inc., Georgia Bridge &)

Dock, Inc., Aquarius II, Inc., and)

Hawkins Nursery, Inc.,)

Defendants.)

FILED: CLERK OF COURT
GREENVILLE CO S.C.
PAUL B. WICKENS/SHEN

2011 DEC -5 AM 11:30

The Defendant Aquarius II, Inc., (Aquarius) answers the Complaint and Crossclaims as to The Cliffs at Mountain Park Golf and Country Club, LLC (Cliffs) and respectfully shows unto the Court:

FOR A FIRST DEFENSE

1. Aquarius admits Paragraphs 1-9, 17, 53-57 of the Complaint
2. Aquarius lack sufficient knowledge to answer the remainder of the Complaint and therefore denies the same.

FOR A FIRST CROSSCLAIM AS TO THE CLIFFS
(Foreclosure of Mechanic's Lien)

3. That Aquarius is a corporation duly organized and existing under the laws of the State of Georgia authorized to do business in South Carolina.

4. That Defendant The Cliffs at Mountain Park Golf and Country Club, LLC, is duly organized and existing under the laws of the State of South Carolina doing business in the County of Greenville State of South Carolina and is the developer and the owner of a tract of land located in the County of Greenville, State of South Carolina; that a general description of said tracts of land is set forth on Exhibit A attached hereto, entitled, "Property Description," and is further set forth on Notice and Certificate of Mechanic's Lien filed by Aquarius herein, as referred to hereinbelow, on Exhibit A thereto, that all of said real property which is a subject of this foreclosure proceeding is located entirely in Greenville County, South Carolina.

5. Aquarius entered into an agreement with the Cliffs, and was to furnish labor and/or materials for the installation of irrigation on the property described in Exhibit A attached hereto and incorporated herein; that Aquarius did furnish labor and materials for the construction of said improvements.

6. That The Cliffs has failed to pay for said labor and materials provided on said property by Aquarius despite timely demands.

7. That Aquarius, within the time required by law, filed a Notice and Certificate of Mechanic's Lien in the Register of Deeds Office for Greenville County, South Carolina which was recorded on September 9, 2011 as Book 62 page 1594.

8. That there is now due Aquarius under said Mechanic's Lien the sum of \$214,728.17 with interest at the rate allowed by law through the date of the decree of this Court, plus attorney fees and costs in an amount to be established by the Court, awarded in favor of the prevailing party as permitted by law, plus interest thereafter at the legal rate from the date of entry of judgment by this Court.

9. That the Plaintiff is informed and believes that it is entitled to foreclosure of its lien and hereby requests foreclosure of its Mechanic's Lien and to the sale of the aforementioned real property with the proceeds of such sale being used to pay all amounts due, and all such other relief as is afforded under the South Carolina Mechanics' Lien statutes.

FOR A SECOND CROSSCLAIM
(The Cliffs-Breach of Contract)

10. Aquarius reiterates each and every allegation set forth here and above as if fully repeated herein.

11. Aquarius and The Cliffs entered into an agreement whereby Aquarius agreed to furnish labor and material for the improvements to the premises herein described on Exhibit A.

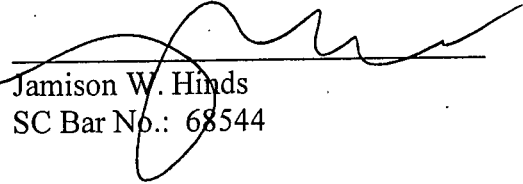
12. That under the terms of said agreement, and for the work and materials furnished and performed by Aquarius, The Cliffs became indebted to Aquarius in amount \$214,728.17.

13. The Cliffs at Mountain Park Golf & Country Club, LLC by reason of its breach of the agreement regarding payment to Aquarius is now in default under said agreement and is indebted to Aquarius in the said sum above, together with interest thereon, and although Aquarius has duly demanded payment of the amount due, The Cliffs has failed and refused to make any further payments on said indebtedness. Aquarius sustained damages as set forth herein; each is informed and believes each is entitled to judgment against the Defendants for those damages.

WHEREFORE, Aquarius II, Inc. prays as follows:

1. That the amount due on the Aquarius II, Inc.'s lien for principal and interest be ascertained and adjudged separately and individually.
2. That Aquarius II, Inc. be determined and adjudged to have a valid and subsisting lien on the interest of The Cliffs at Mountain Park Golf & Country Club, LLC in the real property above described, for the amount of the Plaintiff's claim, with interest thereon from the date of the lien.
3. That the interest of The Cliffs at Mountain Park Golf & Country Club, LLC as of the date of the filing of said notice of lien, be decreed to be sold according to law; that the monies arising from the sale be brought into Court; that Aquarius be paid therefrom the amount adjudged to be due it, with interest thereon to the time of such payment, together with the attorney fees, costs, and expenses of this action and the expenses of such sale, so far as the amount of such money properly applicable thereto are paid the same; The Cliffs at Mountain Park Golf & Country Club, LLC be adjudged and required to pay any deficiency that may remain after applying all of such monies so applicable thereto.
4. That Aquarius, II have a judgment against The Cliffs at Mountain Park Golf & Country Club, LLC for the sum of \$214,728.17 with interest.
5. That Aquarius has such other and further relief as to the Court appears equitable and proper.

Respectfully submitted,



Jamison W. Hinds
SC Bar No.: 68544

P.O. Box 10766
Greenville, SC 29603
(864) 271-2594
ATTORNEY FOR DEFENDANT,
AQUARIUS, II, INC.

DATED: _____

R/S

LEGAL DESCRIPTION
EXHIBIT "A"

All that property approximately 213 acres located on River Road in northern Greenville County shown on the plat recorded in Book 1102 at Page 95 filed May 4, 2010 in the Greenville County ROD.

This property includes that deed by The Cliffs at Glassy, Inc. recorded on June 8, 2010 in Book 2373 at Page 3508.

Tax map No. 0666020100601

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF GREENVILLE) C.A. NO: 2011-CP-23-7243
)
 Smoke Oil, Inc.)
)
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 Medalist Golf, Inc. Eldon Wayne)
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 Golf Agronomics Sand & Hauling, Inc.,)
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 To Wall Golf, Inc., Georgia Bridge &)
 Dock, Inc., Aquarius II, Inc., and)
 Hawkins Nursery, Inc.,)
)
 Defendants.)

LIS PENDENS

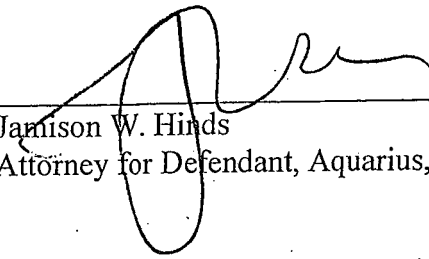
2011 DEC -5 AM 11: 29
 FILED-CLERK OF COURT
 GREENVILLE CO. S.C.
 PAUL B. WICKENSIMMER

NOTICE IS HEREBY GIVEN that a Cross-Claim has been commenced and is now pending in the Court upon complaint of Aquarius, II, Inc. against the above-named Defendant, The Cliffs at Mountain Park Golf and Country Club, LLC for a foreclosure of lien recorded in Book 62 at Page 1594 on September 9, 2011 in the Greenville County Register of Deeds Office. The premises covered and affected by the said complaint, was, at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

All that property approximately 213 acres located on River Road in northern Greenville County shown on the plat recorded in Book 1102 at Page 95 filed May 4, 2010 in the Greenville County ROD.
 This property includes that deed by The Cliffs at Glassy, Inc. recorded on June 8, 2010 in Book 2373 at Page 3508.

RECORDED IN BOOK PP2 PAGE 028

Tax map No. 0666020100601



Jamison W. Hinds
Attorney for Defendant, Aquarius, II

Greenville, South Carolina
Dated 12/5, 2011



ASHMORE LEAPHART RABON HINDS, LLC
Attorneys at Law

G. Maurice Ashmore
Ben G. Leaphart*
R. O'Neil Rabon, Jr.*
Jamison W. Hinds

* also admitted in Ga.
+ certified Mediator and Arbitrator

May 23, 2012

VIA FEDERAL EXPRESS

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

Re: *Aquarius II, Inc. - Creditor*
The Cliffs at Mountain Park Golf & Country Club, LLC - Debtor
Case No. 12-01225

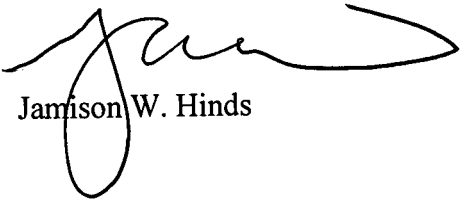
Dear Sir or Madam:

Enclosed please find an original and one (1) copy of the Proof of Claim to be filed on behalf of Aquarius II, 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 acknowledgement of this filing.

Thank you.

Yours very truly,

ASHMORE LEAPHART RABON HINDS, LLC

By:  Jamison W. Hinds

JWH:mpf

Enclosures

From: (864) 271-2594
Melissa Fox
Ashmore Leaphart Rabon & Hinds
601 E. McBee Avenue
Suite 200
Greenville, SC 29601

Origin ID: LQKA



J12101112190225

Ship Date: 23MAY12
ActWgt: 0.5 LB
CAD: 4600352/INET3250

Delivery Address Bar Code



SHIP TO: (952) 404-5700 **BILL SENDER**
Attn: Cliffs Claims Processing
BMC Group, Inc.
18675 LAKE DR E

Ref # Aquarius, II
Invoice #
PO #
Dept #

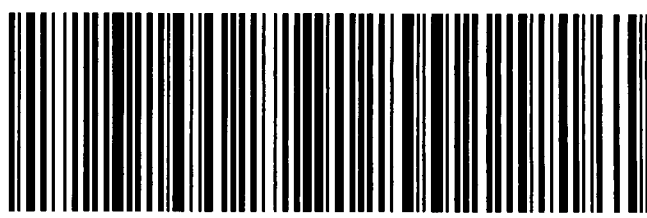
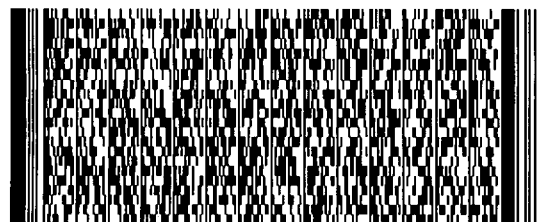
CHANHASSEN, MN 55317

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PRIORITY OVERNIGHT
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After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.