


UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

PROOF OF CLAIM


  
Your Claim is Scheduled As Follows:  
Schedule/Claim ID: s3888  
AMOUNT/CLASSIFICATION:  
\$90,026.48 SECURED  
  
UNKNOWN UNSECURED

Name of Debtor:  
The Cliffs at Mountain Park Golf & Country Club, LLC

Case Number:  
12-01225

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).

Name of Creditor (the person or other entity to whom the debtor owes money or property) :  
Georgia Bridge & Dock, Inc.

Name and address where notices should be sent:  
 29347866009114  
Georgia Bridge and Dock  
Koger Bradford  
Holcombe Bomar PA  
PO Box 1897  
Spartanburg, SC 29304

RECEIVED  
MAY 25 2012  
BMC GROUP

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.

THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number (864-594-5300 email:

Name and address where payment should be sent (if different from above):  
Georgia Bridge & Dock, Inc.  
Attention: Mike Davis  
2049 GA Highway 119 N  
Ellabell, GA 31308

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.

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

Court Claim Number (if known):

Filed on: \_\_\_\_\_

Payment Telephone Number (912-531-5316 email: [mdavis@bulloch.net](mailto:mdavis@bulloch.net)

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 90,026.48

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.

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: Construction services and materials  
(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 set off, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff:  
Describe:

Real Estate  Motor Vehicle  Other \_\_\_\_\_

Value of Property: \$ \_\_\_\_\_

Annual Interest Rate: \_\_\_\_\_ %  Fixed or  Variable  
(when case was filed)

Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ \_\_\_\_\_

Basis for Perfection: \_\_\_\_\_

Amount of Secured Claim: \$ 90,026.48

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:

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

- Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
- Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( \_\_\_\_\_ ).
- Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).

\* 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.

Cliffs POC  
  
00913

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

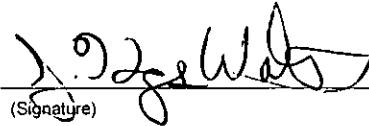
**8. SIGNATURE:** (See instruction #8)

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. (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: J. Hayes Walsh and A. Todd Darwin  
 Title: Attorneys  
 Company: Holcombe Bomar, PA



May 24, 2012

Address and telephone number (if different from notice address above):  
PO Box 1897  
Spartanburg, SC 29304-1897

(Signature)

(Date)

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

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 )

Georgia Bridge & Dock, 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.; Wall to Wall Golf, Inc.; Morgan Concrete Company; Medalist Golf, Inc.; Golf Agronomics Sand & Hauling Inc.; and Hawkins Nursery, Inc., )

Defendant(s) )

(Please Print)

Submitted By: J. Hayes Walsh

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

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2011-CP - 23- 8041

FILED CLERK OF COURT  
GREENVILLE, SC

2011 DEC - 2 A 11: 18

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

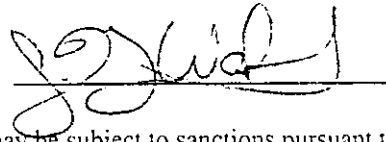
- JURY TRIAL demanded in complaint.  NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt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

NATURE OF ACTION (Check One Box Below)

- Contracts**
  - Constructions (100)
  - Debt Collection (110)
  - Employment (120)
  - General (130)
  - Breach of Contract (140)
  - Other (199)
- Torts - Professional Malpractice**
  - Dental Malpractice (200)
  - Legal Malpractice (210)
  - Medical Malpractice (220)
  - Previous Notice of Intent Case # 20\_\_-CP-\_\_\_\_-
  - Notice/ File Med Mal (230)
  - Other (299)
- Torts - Personal Injury**
  - Assault/Slander/Libel (300)
  - Conversion (310)
  - Motor Vehicle Accident (320)
  - Premises Liability (330)
  - Products Liability (340)
  - Personal Injury (350)
  - Wrongful Death (360)
  - Other (399)
- Real Property**
  - Claim & Delivery (400)
  - Condemnation (410)
  - Foreclosure (420)
  - Mechanic's Lien (430)
  - Partition (440)
  - Possession (450)
  - Building Code Violation (460)
  - Other (499)
- Inmate Petitions**
  - PCR (500)
  - Mandamus (520)
  - Habeas Corpus (530)
  - Other (599)
- Judgments/Settlements**
  - Death Settlement (700)
  - Foreign Judgment (710)
  - Magistrate's Judgment (720)
  - Minor Settlement (730)
  - Transcript Judgment (740)
  - Lis Pendens (750)
  - Transfer of Structured Settlement Payment Rights Application (760)
  - Other (799)
- Administrative Law/Relief**
  - Reinstate Driver's License (800)
  - Judicial Review (810)
  - Relief (820)
  - Permanent Injunction (830)
  - Forfeiture-Petition (840)
  - Forfeiture-Consent Order (850)
  - Other (899)
- Appeals**
  - Arbitration (900)
  - Magistrate-Civil (910)
  - Magistrate-Criminal (920)
  - Municipal (930)
  - Probate Court (940)
  - SCDOT (950)
  - Worker's Comp (960)
  - Zoning Board (970)
  - Public Service Commission (990)
  - Employment Security Comm (991)
  - Other (999)
- Special/Complex /Other**
  - Environmental (600)
  - Automobile Arb. (610)
  - Medical (620)
  - Other (699)
  - Pharmaceuticals (630)
  - Unfair Trade Practices (640)
  - Out-of State Depositions (650)
  - 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. Wald", written over a horizontal line.

Date: December 2, 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 210<sup>th</sup> 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-23-8041

Georgia Bridge & Dock, 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.; Wall to Wall Golf, )  
Inc.; Morgan Concrete Company; )  
Medalist Golf, Inc.; Golf Agronomics )  
Sand & Hauling Inc.; and Hawkins )  
Nursery, Inc., )  
 )  
Defendants. )

CLERK OF COURT  
THIRTEENTH JUDICIAL CIRCUIT  
SPARTANBURG, SOUTH CAROLINA

2011 DEC - 2 A 11: 18

**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 9, 2011 in Book 62 at Page 1600, 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: 

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

December 2, 2011  
Spartanburg, South Carolina

RECORDED IN BOOK PP2 PAGE 007

# 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 ID - 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 95 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- 8041

Georgia Bridge & Dock, 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.; Wall to Wall Golf, )  
Inc.; Morgan Concrete Company; )  
Medalist Golf, Inc.; Golf Agronomics )  
Sand & Hauling Inc.; and Hawkins )  
Nursery, Inc., )

Defendants. )

CLERK OF COURT  
THIRTEENTH JUDICIAL CIRCUIT  
SPARTANBURG, SOUTH CAROLINA


2011 DEC - 2 A 11: 19

**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: \_\_\_\_\_

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

December 2, 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-23-8041

Georgia Bridge & Dock, 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.; Wall to Wall Golf, )  
Inc.; Morgan Concrete Company; )  
Medalist Golf, Inc.; Golf Agronomics )  
Sand & Hauling Inc.; and Hawkins )  
Nursery, Inc., )  
 )  
Defendants. )  
\_\_\_\_\_ )

FILED CLERK OF COURT  
GREENVILLE CO. S.C.  
2011 DEC 2 A 11:19

2011 DEC - 2 A 11: 19

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.
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 Medalist Golf, Inc. ("Medalist"), 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.

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, 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 September 2010, Plaintiff and Defendant Mt. Park Golf Club negotiated and entered into an agreement and contract wherein Plaintiff was to provide services, materials and labor to design, engineer, construct and install golf course bridges at 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 agreement and contract, from September 2010 until June 2011, Plaintiff provided services, materials and labor for the design, engineering, construction and installation of the golf course bridges at 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 Seventy-Six Thousand Three and 02/100ths (\$76,003.02) 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 Seventy-Six Thousand Three and 02/100ths (\$76,003.02) 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 Seventy-Six Thousand Three and 02/100ths (\$76,003.02) 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 1600 on September 9, 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 Seventy-Six Thousand Three and 02/100ths (\$76,003.02) 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 Notice and Certificate of Mechanic's Lien filed against Mt. Park Golf Club, CMP, Medalist, and Wells Fargo regarding the Property 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 Medalist 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 1455, Office of the Register of Deeds for Greenville County. Defendant Medalist 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 Seventy-Six Thousand Three and 02/100ths (\$76,003.02) 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 Seventy-Six Thousand Three and 02/100ths (\$76,003.02) 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 2, 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 2.02 acres, more or less, as shown in Plat Book 1102 at pages 95 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

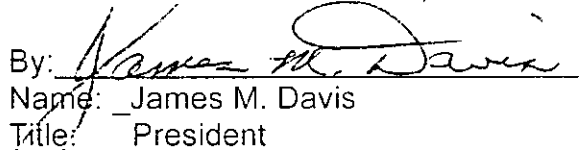


VERIFIED STATEMENT OF ACCOUNT  
OF  
GEORGIA BRIDGE & DOCK, INC.

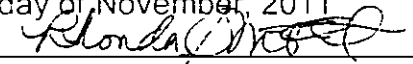
Date	Invoice/Reference	Amount	Balance
9/1/2011	Invoice No. 315		
	<b>Phase I Contract:</b>		<b>\$256,988.00</b>
	Change Order	\$ 1,988.96	
	Change Order	6,920.12	
	Change Order	6,086.37	
	Change Order	17,999.32	
	Change Order	2,391.90	
	Change Order	6,210.00	
	Change Order	9,623.00	
	Change Order	909.78	
	Credit	-13,578.43	
<b>Total Phase I</b>			<b>\$295,539.02</b>
	<b>Phase II Contract:</b>		<b>\$ 26,203.84</b>
	Credit	\$ -2,500.00	
	Credit	-1,500.00	
<b>Total Phase II</b>			<b>\$ 22,203.84</b>
Payments to Date:		\$241,739.84	
<b>BALANCE DUE:</b>			<b>\$ 76,003.02</b>

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

GEORGIA BRIDGE & DOCK, INC.

By:   
Name: James M. Davis  
Title: President

SWORN to before me this 30<sup>th</sup>  
day of November, 2011

  
Notary Public for South Carolina (SEAL)  
My Commission Expires: 12/15/2013

# EXHIBIT C



2011060447

M/ LIEN  
10 PGS  
Page 1600-1609

September 09, 2011 02 58 15 PM  
Rec \$16 00 Cnty Tax \$0 00 State Tax \$0 00

FILED IN GREENVILLE COUNTY, SC

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF GREENVILLE )  
)  
Georgia Bridge & Dock, Inc. )  
)  
Petitioner, )  
)  
v. )  
)  
The Cliffs at Mountain Park Golf )  
& Country Club, LLC, The Cliffs )  
At Mountain Park, LLC and )  
Wells Fargo Bank, N.A. )  
)  
Respondents. )  
)  
)  
)

IN THE OFFICE OF THE REGISTER  
OF DEEDS

NOTICE AND CERTIFICATE  
OF MECHANIC'S LIEN

TO: THE RESPONDENTS ABOVE-NAMED:

PLEASE TAKE NOTICE that the Petitioner, Georgia Bridge & Dock, Inc., by virtue of the attached Affidavit and Statement of Account, hereby claims and holds a Mechanic's Lien upon the building and structures and upon the interest of the owner as well as any leasehold or other interest thereof in the real property hereinafter describe by virtue of its agreement with The Cliffs at Mountain Park Golf & Country Club, LLC and The Cliffs at Mountain Park, LLC. This lien is in the amount of \$76,003.02, Seventy-six Thousand and Three Dollars and 2/100 Cents for materials furnished and used in the construction of the improvements situated on the real estate commonly known as The Cliffs at Mountain Park Golf Course, Greenville County, South Carolina. Said real estate is also further described in Exhibit A, which is attached hereto and incorporated herein by reference.

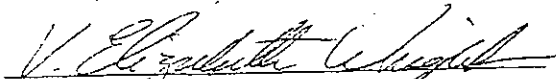
FURTHER NOTICE IS HEREBY GIVEN that the service, materials, and labor were last furnished within ninety (90) days of the date hereof; that Petitioner has and claims a lien on the stated premises, structures, buildings and tract of land, pursuant to § 29-5-10, et seq. of the Code

of Laws of South Carolina, 1976, as amended, to secure the payment of the debt, an itemized and verified statement of which is attached hereto and incorporated herein by reference; that the said Petitioner has a claim on said premises, structures, buildings and said tract of land to secure payments of an addition sum to cover the costs and disbursements of any action to foreclose the aforementioned lien, including reasonable attorneys' fees, all pursuant to the provision of the statutes applicable to such cases.

This the 7<sup>th</sup> day of September, 2011.

COVINGTON, PATRICK, HAGINS, STERN

& LEWIS, P.A.



T. S. Stern, Jr. (SC Bar ID 5337)

V. Elizabeth Wright (SC Bar ID 76029)

211 Pettigru Street  
Greenville, SC 29601

(864) 242-9000


[sstern@covpatlaw.com](mailto:sstern@covpatlaw.com)

[bwright@covpatlaw.com](mailto:bwright@covpatlaw.com)

Attorneys for Petitioner

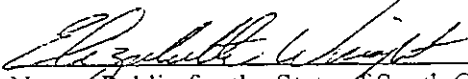
herein by virtue of its mortgage interest in the subject property.

FURTHER AFFIANT SAYETH NAUGHT.

  
 \_\_\_\_\_  
 James M. Davis, President  
 Georgia Bridge & Dock, Inc.

Sworn to and subscribed before me

This 9<sup>th</sup> day of September, 2011

  
 \_\_\_\_\_  
 Notary Public for the State of South Carolina  
 My Commission Expires: June 29, 2019



Georgia Bridge & Dock, Inc.

2049 NW GA Hwy 119  
 Black Creek, GA 31308

# Invoice

Date	Invoice #
9/1/2011	315

Bill To
The Cliffs at Mountain Park Golf & Country Club, LLC 3598 Hwy 11 Travelers Rest, SC 29690



P O No	Terms	Project
		Cliffs at Mt Park Golf Cou

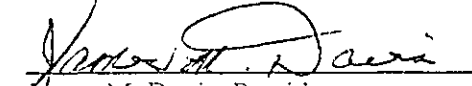
Quantity	Description	Rate	Amount
	PHASE I Contract	256,988.00	256,988.00
	Change Order- Design Change from 10 Ton Bridge to 5 Ton Bridge	1,988.96	1,988.96
	Change Order - Auguring (21) Holes	6,920.12	6,920.12
	Change Order - Rock Auguring Pilings to 10 Ft	6,086.37	6,086.37
	Change Order - Adjusting Arch with 8X12 Beams	17,999.32	17,999.32
	Change Order - Relocation of Pedestrian Bridge	2,391.90	2,391.90
	Change Order - Additional 27 Ft added to Pedestrian Bridge	6,210.00	6,210.00
	Change Order - Hole #15 Change	9,623.00	9,623.00
	Change Order - Field Measurements Additional Footage for (6) Bridges	909.78	909.78
	Change to Scope of Work	-13,578.43	-13,578.43
	TOTAL PHASE I 295,539.02		
	PHASE II Contract	26,203.84	26,203.84
	Landrum Creek Bridge Unconstructed	-2,500.00	-2,500.00
	No Mobilization	-1,500.00	-1,500.00
	TOTAL PHASE II 22,203.84		
	Payment to Date	-241,739.84	-241,739.84
		<b>Total</b>	<b>\$76,003.02</b>

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )  
 )  
 Georgia Bridge & Dock, Inc. )  
 )  
 Petitioner, )  
 )  
 v. )  
 )  
 The Cliffs at Mountain Park Golf )  
 & Country Club, LLC, The Cliffs )  
 At Mountain Park, LLC and )  
 Wells Fargo Bank, N.A. )  
 )  
 Respondents. )  
 )  
 \_\_\_\_\_ )

IN THE OFFICE OF THE REGISTER  
OF DEEDS

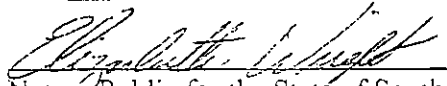
VERIFICATION

PERSONALLY APPEARED before me, James M. Davis, who first being duly sworn,  
 deposes and says that he is the President of Georgia Bridge & Dock, Inc., that he has read the  
 foregoing Notice and Certificate of Mechanic's Lien and Statement of Account, that the  
 materials set forth herein are true of his own knowledge, except those matters and things therein  
 alleged on information and belief, and as to those he believes them to be true.

  
 \_\_\_\_\_  
 James M. Davis, President  
 Georgia Bridge & Dock, Inc.

SWORN TO AND SUBSCRIBED before me

This 9<sup>th</sup> day of September, 2011

  
 \_\_\_\_\_  
 Notary Public for the State of South Carolina

My Commission Expires: June 29, 2019

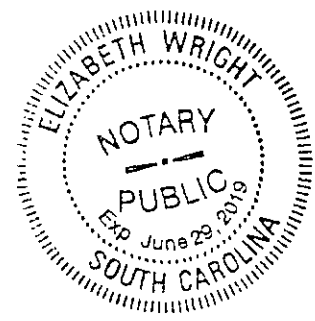


EXHIBIT A

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 ID - PORTION OF GOLF COURSE (Longview):

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

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

PARCEL 2 - GOLF MAINTENANCE:

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

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

PARCEL 3 - GOLF PRACTICE RANGE:

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

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

**PARCEL 4 - WELLNESS AND TENNIS CENTER:**

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

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

**PARCEL 5**

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

AND

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

AND

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

AND

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

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

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*Timothy J. Hanvey*



## Holcombe Bomar, P.A.

100 Dunbar Street, Suite 200  
Spartanburg, SC 29306  
P.O. Box 1897  
Spartanburg, SC 29304

phone (864) 594-5300  
fax (864) 585-3844

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William U. Gunn  
Koger M. Bradford  
Perry D. Boulter  
William B. Darwin, Jr.  
Robert M. Barrett  
Ginger D. Goforth  
W. McElhaney White  
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 24, 2012

**Via Federal Express 952-404-5700**

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

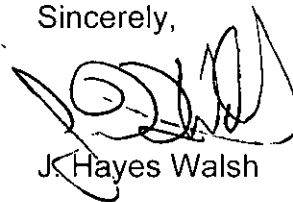
Re: Georgia Bridge & Dock, Inc., Creditor  
The Cliffs at Mountain Park Golf & Country Club, LLC, Debtor  
Case No. 12-01225  
Our File No. 12112

Dear Sir or Madam:

Enclosed please find an original and one (1) copy of the Proof of Claim to be filed on behalf of Georgia Bridge & Dock, 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: Georgia Bridge & Dock, Inc.

From: (864) 594-5313  
Rhonda Mitchell  
Holcombe Bomar PA  
100 Dunbar Street  
Suite 200  
Spartanburg, SC 29306

Origin ID: SPAA



J12101112190225

Ship Date: 24MAY12  
Act Wgt: 1.0 LB  
CAD: 5415136/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 # Cliffs 12112  
Invoice #  
PO #  
Dept #

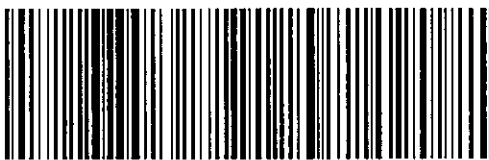
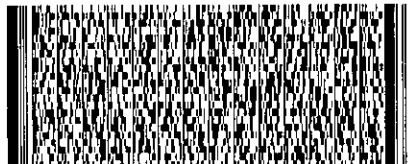
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**BMC GROUP**



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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.

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