

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA		PROOF OF CLAIM	
Name of Debtor: <u>Cliffs Club & Hosp. Serv Co., LLC</u>		Case Number: <u>12-01237</u>	
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) : <u>Wall to Wall Golf</u>			
Name and address where notices should be sent: <u>Wall to Wall Golf</u> <u>Kenism. Andley & Crawford, LLC (KK(TS))</u> RECEIVED <u>704 E. McBee Ave</u> <u>Greenville, SC 29601</u> <div style="text-align: right; margin-top: 10px;"> MAY 29 2012 BMC GROUP </div>			
Creditor Telephone Number (<u>804 242-4899</u>) email:		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 <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):		<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 () email:		Filed on:	
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>259,200.00</u> If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input 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>See Exhibit A</u> (See instruction #2)			
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:		3a. Debtor may have scheduled account as: <u>515250</u> (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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> 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: <u>Mech. Lien</u> Amount of Secured Claim: \$ <u>259,200.00</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: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). </div> <div style="width: 48%;"> <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). <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). </div> </div>			
* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			



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: TOWNES B. JOHNSON II
Title: ATTORNEY
Company: KENTSON, DUDLEY & CRAWFORD, LLC

John B. Johnson 5/25
(Signature) (Date)

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

704 E. MCBEE AVE
GREENVILLE, SC 29601

Telephone number: email:

804-242-4899 johnson@conlaw.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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's full name, and the case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

3b. Uniform Claim Identifier:

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

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions) If the claim is secured,

check the box for the nature and value of property that secures the claim, attach copies of lien documentation and state, as of the date of the bankruptcy filing the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Administrative Expense Under 11 U.S.C. § 503 (b)(9) or Priority Under 11 U.S.C. § 507(a).

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

6. Credits:

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

7. Documents:

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

8. Date and Signature:

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

DEFINITIONS

DEBTOR

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

CREDITOR

A creditor is a person, corporation, or other entity to whom the debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

CLAIM

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

PROOF OF CLAIM

A proof of claim is a form sued by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of the first page.

SECURED CLAIM Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court

judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED CLAIM

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

CLAIM ENTITLED TO PRIORITY Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

REDACTED

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

EVIDENCE OF PERFECTION

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

OFFERS TO PURCHASE A CLAIM

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Date-Stamped Copy

Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the second page of this form.

Please read - important information: upon completion of this claim form, you are certifying that the statements herein are true.

Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/cliffs

Proof of Claim
Exhibit A

THIS PROOF OF CLAIM IN DUPLICATIVE OF
WALL TO WALL GOLF'S PROOF OF CLAIM IN CASE NUMBER 12-01225

Creditor Wall to Wall Golf ("WWG") entered into an agreement with Debtor The Cliffs at Mountain Park Golf and Country Club, LLC ("Debtor"), wherein WWG agreed to supply Debtor with labor and material for improvement of real property commonly known as The Cliffs at Mountain Park Golf Course, located in Greenville County, South Carolina.

WWG is currently owed Two Hundred Fifty-Nine Thousand, Two Hundred and no/100 (\$259,200.00) Dollars for the labor and materials it provided as shown on Pay Applications Nos. 6, 7, and 8, attached hereto and incorporated herein as "**Exhibit 1**". As a result of the amount due and owing, WWG filed a mechanics' lien against the real property and perfected its mechanics' lien by foreclosing on same. A true and correct copy of WWG's Foreclosure Complaint is attached hereto as "**Exhibit 2**".

Further Debtor has acknowledged WWG is owed money on the project. *See Case No. 12-01225, Schedule D and Exhibit 3: Emails from Debtor.*

Exhibit 1

AIA Document G703TM - 1992

Wau To Wall Golf, Inc.
The Cliffs at Mountain Park

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Continuation Sheet

AIA Document G703TM, Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

May 20, 2011

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Mobilization	25,000	25,000			25,000		
2	Beige Exposed Aggregate Concrete Cart Path	751,130	225,257	144,337 (23,417 SF x 2.276)		369,594	381,536	7217 (144,337 x 5%)
3	Beige Exposed Aggregate Concrete Cart Path Curb	35,750	16,198	5,632 (1,733 LF x 3.25)		21,830	13,920	282 (5,632 x 5%)
	GRAND TOTAL	811,880	266,455	149,969		416,424	395,456	7,499

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA Document G703™ - 1992

Continuation Sheet

Wau to Wall Golf, Inc.
THE CLIFFS AT MOUNTAIN PARK

#7

AIA Document G703™, Application and Certification for Payment,

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

June 20, 2011

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
1	Mobilization	25,000	25,000		0		25,000	0	
2	Beige Exposed Aggregate Concrete Cart Path	751,130	369,594	90,282 (39,667 SF x 2.276)			459,876	291,254	4514 (90,282 x 5%)
3	Beige Exposed Aggregate Concrete Cart Path Curb	35,750	21,830	3949 (1,215 LF x 3.25)			25,779	9,971	197 (3949 x 5%)
	GRAND TOTAL	811,880	416,424	94,231			510,655	301,225	4,711

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Continuation Sheet

AIA Document G703™, Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

WALL TO WALL GOLF, INC.

THE CLIFFS AT MOUNTAIN PARK

#8

APPLICATION NO: B
APPLICATION DATE: August 18, 2011
PERIOD TO: August 15, 2011
ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD E				
1	Prepackaged Integral Color for Concrete, #57 Alabama River Stone (Prepaid Materials Presently stored)		0	0	\$15,000.00	15,000.00	0	
	GRAND TOTAL				15,000.00	15,000.00		

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Exhibit 2

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

Wall to Wall Golf, LLC, d/b/a Wall to Wall
Golf, Inc. and Wall to Wall Concrete, Inc.,

CIVIL ACTION COVERSHEET

Plaintiff(s)

vs.

The Cliffs at Mountain Park Golf & Country
Club, LLC, et al

Defendant(s)

2011- CP - 23 - 8165

(Please Print)

Submitted By: Townes B. Johnson, III

Address: 704 E. McBee Ave.

Greenville, SC 29601

SC Bar #:

75412

Telephone #:

(864) 242-4899

Fax #:

(864) 242-4844

Other:

E-mail:

johnson@conlaw.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 Circuit Court Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR (certificate 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)
☐ Other (299)

Torts - Personal Injury

- ☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ 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)
☐ Sexual Predator (510)
☐ 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)
☐ Other (799)

Administrative Law/Relief

- ☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture (840)
☐ 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)
☐ Administrative Law Judge (980)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999)

Special/Complex /Other

- ☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Other (699)

Submitting Party Signature:



Date:

12/7/2011

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

Florence, Horry, Lexington, Richland, Greenville**, and Anderson**

** Contact Respective County Clerk of Court for modified ADR Program Rules

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 within 210 days of filing of this action, and the Plaintiff shall file a "Stipulation of Neutral Selection" on or before the 224th day after the filing of the action. If the parties cannot agree upon the selection of the neutral within 210 days, the Plaintiff shall notify the Court by filing a written "Request for the Appointment of a Neutral" on or before the 224th day after the filing of this action. The Court shall then appoint a neutral from the Court-approved mediator/arbitrator list.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Case 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. Cases which are appellate in nature such as appeals or writs of certiorari;
 - c. Post Conviction relief matters;
 - d. Contempt of Court proceedings;
 - e. Forfeiture proceedings brought by the State;
 - f. Cases involving mortgage foreclosures; and
 - g. Cases that have been submitted to mediation with a certified mediator prior to the filing of this action.
4. 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 had 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

Wall to Wall Golf, LLC, d/b/a Wall to
Wall Golf, Inc. and Wall to Wall
Concrete, Inc.,

Plaintiff,

vs.

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

Defendants.

) IN THE COURT OF COMMON PLEAS
)

) C. A. No. 2011-CP-23- 8165
)

SUMMONS

FILED
CLERK OF COURT
GREENVILLE, SC
2011 DEC 8 PM 12:00

2011 DEC -8 PM 12:00

TO: THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY summoned and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscribers at their offices, 704 East McBee Avenue, Greenville, South Carolina, 29601, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court and judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,



Keven Kenison (SC Bar# 66068)
Townes B. Johnson, III (SC Bar # 75412)
KENISON, DUDLEY & CRAWFORD, LLC
704 E. McBee Avenue
Greenville, South Carolina 29601
PH: (864) 242-4899
FAX: (864) 242-4844
Attorneys for Plaintiff

December 7th, 2011
Greenville, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	C. A. No. 2011-CP-23- <u>8165</u>
)	
Wall to Wall Golf, LLC, d/b/a Wall to)	
Wall Golf, Inc. and Wall to Wall)	
Concrete, Inc.,)	
)	
Plaintiff,)	
)	
vs.)	FORECLOSURE COMPLAINT
)	
The Cliffs at Mountain Park Golf &)	
Country Club, LLC, The Cliffs at)	
Mountain Park, LLC, Wells Fargo Bank,)	
National Association, Medalist Golf,)	
Inc., Golf Agronomics Sand & Hauling,)	
Inc., HD Supply Waterworks, LTD.,)	
Maverick Golf Designs, LLC d/b/a)	
Fezler Golf, Smoke Oil, Inc., Morgan)	
Concrete Co., Georgia Bridge & Dock,)	
Inc., Aquarius II, Inc., and Hawkins)	
Nursery, Inc.,)	
)	
Defendants.)	

FILED
CLERK OF COURT
GREENVILLE SC
2011 OCT -2 PM 12:00

COMES NOW, the plaintiff, Wall to Wall Golf, LLC, d/b/a Wall to Wall Golf, Inc. and Wall to Wall Concrete, Inc., ("Plaintiff"), complaining of the defendants, The Cliffs at Mountain Park Golf & Country Club, LLC, The Cliffs at Mountain Park, LLC, Wells Fargo Bank, National Association ("Bank"), Medalist Golf, Inc., Golf Agronomics Sand & Hauling, Inc., HD Supply Waterworks, LTD., Maverick Golf Designs, LLC d/b/a Fezler Golf, Smoke Oil, Inc., Morgan Concrete Co., Georgia Bridge & Dock, Inc., Aquarius II, Inc., and Hawkins Nursery, Inc., and would show the following:

1. Plaintiff is a Florida company duly licensed, organized and existing under the laws of the State of Florida and, at all times mentioned herein, was transacting business in Greenville County, South Carolina.

2. Upon information and belief, The Cliffs at Mountain Park Golf & Country Club, LLC is a limited liability company organized and existing under the laws of the State of South Carolina and, at all times mentioned herein, was transacting business in Greenville County, South Carolina.

3. Upon information and belief, The Cliffs at Mountain Park, LLC is a limited liability company organized and existing under the laws of the State of South Carolina and, at all times mentioned herein, was transacting business in Greenville County, South Carolina.

4. Upon further information and belief, The Cliffs at Mountain Park Golf & Country Club, LLC and The Cliffs at Mountain Park, LLC (collectively hereinafter "The Cliffs") are the owners of real property commonly known as The Cliffs at Mountain Park, located in Greenville County, South Carolina and more fully described in Plaintiff's mechanics' lien, attached hereto as "**Exhibit B**" (hereinafter "Subject Property").

5. Upon information and belief, Bank is a Delaware company authorized to do business in the State of South Carolina and is a properly licensed lending institution and at all times mentioned herein, was transacting business in Greenville County, South Carolina. Upon further information and belief, Bank is named as a Defendant by virtue of its mortgage interest in the Subject Property and recorded in the Register of Deeds Office for Greenville County on June 9, 2010 in Book MO 5081 at Page 3067-3085, which is a subject real property of the Foreclosure cause of action forthcoming in this Complaint.

6. Upon information and belief, Medalist Golf, Inc., Golf Agronomics Sand & Hauling, Inc., HD Supply Waterworks, LTD., Maverick Golf Designs, LLC d/b/a

Fezler Golf, Smoke Oil, Co., Morgan Concrete Co., Georgia Bridge & Dock, Inc., Aquarius II, Inc., and Hawkins Nursery, Inc. (collectively hereinafter "Lien Claimants") are authorized to do business in the State of South Carolina and at all times mentioned herein, were transacting business in Greenville County, South Carolina. Upon further information and belief, Lien Claimants are named as defendants by virtue of their respective mechanics' lien interests in the Subject Property which is a subject real property of the Foreclosure cause of action forthcoming in this Complaint.

7. Plaintiff entered into an agreement with The Cliffs wherein Plaintiff agreed to furnish provide certain labor and materials for use in the construction of the development located on the Subject Property ("Project").

8. Plaintiff provided materials to The Cliffs as required by the agreement.

9. Plaintiff's materials were furnished to and incorporated into the Project.

10. Smoke has performed all requirements associated with the agreement and has completed all of its contractual obligations pursuant to the agreement. Plaintiff has received no written notice that its work or its materials were defective.

11. The Cliffs has no defenses to the payment obligations owed to Plaintiff.

12. As of September 9, 2011, 2011, Plaintiff had not been paid for materials it furnished on the Project in the amount of Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars.

13. Pursuant to *South Carolina Code Ann. § 27-1-15*, Plaintiff hand delivered a demand letter dated September 7, 2011 to The Cliffs. A true and correct copy of this letter is attached hereto as "Exhibit A" and is incorporated herein by reference.

14. On or about September 9, 2011, Plaintiff served and filed its Notice and Certificate of Mechanic's Lien, Statement of Account, and Affidavit of Service upon The Cliffs for the Subject Property, totaling Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars. A true and correct copy of the Notice and Certificate of Mechanics' Lien, Statement of Account, Verification and Affidavit of Service are attached hereto as "**Exhibit B**" and are incorporated herein by reference.

15. Despite Plaintiff's demand pursuant to *South Carolina Code Ann. § 27-1-15*, to date, The Cliffs has failed and refused to pay the credit balance in excess of Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars.

16. Jurisdiction and venue are proper in this Court.

**FOR A FIRST CAUSE OF ACTION
(Breach of Contract – The Cliffs)**

17. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

18. Plaintiff has fully performed its obligations under its agreement with The Cliffs.

19. The Cliffs has wrongfully failed and refused to pay Plaintiff for materials furnished in the amount of Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, as set forth on Plaintiff's verification of its mechanics' lien. *See Exhibit B.*

20. The Cliffs has no defenses to its payment obligations to Plaintiff under their agreement.

21. This failure to pay Plaintiff constitutes a breach of the contract between the parties. As a result of The Cliffs' breach of the Contract, Plaintiff has been damaged

in excess of Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, for which it hereby sues together with attorneys' fees, costs, and interest.

**FOR A SECOND CAUSE OF ACTION
(Quantum Meruit – The Cliffs)**

22. Plaintiff alleges its Second Cause of Action as an alternative claim to its First Cause of Action, and Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

23. Plaintiff furnished materials for the benefit of The Cliffs, which materials were accepted, used, and enjoyed by The Cliffs. At the time that the materials were delivered to The Cliffs, it was understood that Plaintiff was to be paid for the materials; further, The Cliffs specifically requested the materials. The acceptance of the materials by The Cliffs created an implied contract between Plaintiff and The Cliffs.

24. Such materials were furnished under such circumstances that it was clear that Plaintiff expected to be paid for those materials. The Cliffs will be unjustly enriched if Plaintiff is not paid for the materials supplied by Plaintiff to The Cliffs

25. The reasonable market value of the materials furnished is at least Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, for which Plaintiff hereby sues in quantum meruit or other equitable theory for the reasonable value of the materials supplied.

**FOR A THIRD CAUSE OF ACTION
(Violation of South Carolina Code Ann. § 27-1-15 – The Cliffs)**

26. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

27. Pursuant to *South Carolina Code Ann. § 27-1-15*, Plaintiff served on The Cliffs a written demand, dated September 7, 2011, requiring The Cliffs to perform a reasonable investigation and pay all undisputed amounts to Plaintiff within Forty-Five (45) days from the date of the demand letter. *See Exhibit A.*

28. The Cliffs failed and refused to make said reasonable investigation or pay Plaintiff.

29. The Cliffs has not disputed any amount claimed owed by Plaintiff, and thus, pursuant to that statute, The Cliffs is liable to Plaintiff for attorneys' fees and interest from the date of the demand letter.

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

30. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

31. Pursuant to the terms of its agreement with The Cliffs, Plaintiff furnished labor and materials for the improvements of the Subject Property, real property which is more fully in the property description of the Notice and Certificate of Mechanics' Lien and Statement of Account. *See Exhibit B.*

32. The Subject Property, described in "Exhibit B", which is the subject of this Cause of Action, is situated and located in Greenville County, South Carolina.

33. On or about September 9, 2011, Plaintiff served The Cliffs and filed for record in the Register of Deed's Office for Greenville County, its Notice and Certificate of Mechanics' Lien, its Statement of Account, and its Affidavit of Service on September 9, 2011 in Book MI 62 at Pages 1610-1619. *See Exhibit B.*

34. Upon information and belief, at the time Plaintiff entered into its agreement with The Cliffs to furnish labor and materials for the improvements to the Subject Property, The Cliffs were, and upon further information and belief, still are, the record owner of the Subject Property; with the The Cliffs at Mountain Park Golf & Country Club, LLC owing Parcels 1A, 1B, 1C, 1D, 2, 3, and 4 and The Cliffs at Mountain Park, LLC owing Parcel 5 as listed in "**Exhibit B**".

35. The Cliffs has failed and neglected to pay Plaintiff the amount due and owing Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, and there is, as of the filing of this Complaint, still due and owing Plaintiff from The Cliffs a sum of Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars which may be accounted for by the properly filed Mechanics' Lien.

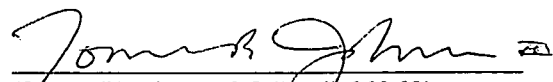
36. Upon information and belief, by virtue of its duly perfected Mechanics' Lien and properly filed Lis Pendens, attached hereto and incorporated herein by reference as "**Exhibit C**", Plaintiff is entitled to foreclose on the Subject Property, described in "**Exhibit B**", have said property sold, and have its Lien, along with interest and attorneys' fees, satisfied from the proceeds thereof.

WHEREFORE, the Plaintiff prays for the following relief:

- (a) Judgment against Defendant The Cliffs at Mountain Park Golf & Country Club, LLC for the First Cause of Action in the principal amount of at least Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, together with attorney's fees and interest at the legal rate;
- (b) Judgment against Defendant The Cliffs at Mountain Park, LLC for the First Cause of Action in the principal amount of at least Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, together with attorney's fees and interest at the legal rate;

- (c) Judgment against Defendant The Cliffs at Mountain Park Golf & Country Club, LLC for the Second Cause of Action in the principal amount of at least Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, together with interest at the legal rate;
- (d) Judgment against Defendant The Cliffs at Mountain Park, LLC for the Second Cause of Action in the principal amount of at least Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, together with interest at the legal rate;
- (e) Judgment against Defendant The Cliffs at Mountain Park Golf & Country Club, LLC and Defendant The Cliffs at Mountain Park, LLC, jointly and severally, for the Third Cause of Action pursuant to *South Carolina Code Ann. § 27-1-15*, together with attorneys' fees and interest at the legal rate from the date of the demand letters;
- (f) Judgment against Defendants The Cliffs at Mountain Park, LLC, and The Cliffs at Mountain Park Golf & Country Club, LLC, jointly and severally for the Fourth Cause of Action and foreclosure of the Subject Property, with the proceeds of the sale of the land being used to satisfy the appropriate aforementioned Lien, plus attorneys' fees, interest, and costs;
- (g) For attorneys' fees;
- (h) For costs of this action; and
- (i) For such other and further relief that this Court deems just and proper.

Respectfully submitted this 7th day of December, 2011.


Keven Kenison (SC Bar# 66068)
Townes B. Johnson, III (SC Bar# 75412)
KENISON, DUDLEY & CRAWFORD, LLC
704 E. McBee Avenue
Greenville, South Carolina 29601
PH: (864) 242-4899
FAX: (864) 242-4844
Attorneys for Plaintiff

Greenville, South Carolina

Exhibit A

September 7, 2011

KEVIN Y. FOWLER

THOMAS E. DUGGER, III

JOHN T. CRISTOFORO, JR.

W. STEPHEN HODGES

THOMAS R. JOHNSON, III

ELLEN PARKER, D.D.

Via Hand Delivery

The Cliffs at Mountain Park Golf & Country Club, LLC
 Lucas T. Anthony, Registered Agent
 3598 Highway 11
 Travelers Rest, SC 29690

The Cliffs at Mountain Park, LLC
 Lucas T. Anthony, Registered Agent
 3598 Highway 11
 Travelers Rest, SC 29690

Re: *Wall To Wall Golf, Inc.*
 Project: The Cliffs at Mountain Park Golf Course
 Debt Owed: \$259,200.00

Dear Mr. Anthony:

This firm represents Wall To Wall Golf, Inc. ("Wall To Wall"). We have been asked to assist Wall To Wall in obtaining payment for materials which have been provided to The Cliffs at Mountain Park Golf & Country Club, LLC ("The Country Club"). It is our understanding that Wall To Wall contracted with The Country Club to provide materials on the above-referenced project by and with express consent of the co-owners, The Cliffs at Mountain Park, LLC ("The Cliffs"). It is also our understanding that Wall To Wall has fulfilled its obligations to The Country Club and The Cliffs and has provided all materials requested on the Project, but that The Country Club has nonetheless refused to pay the outstanding contract balance of \$259,200.00.

All prior attempts to amicably resolve this matter have been to no avail. Because Wall To Wall's prior demands and attempts to resolve this matter have been refused and unsuccessful, Wall To Wall, by and through its undersigned attorney, herewith makes the following demands and gives the following Notices:

- This letter serves as Wall To Wall's demand for payment of \$259,900.00 under its contract with The Country Club on the above-referenced Project. Pursuant to South Carolina Code Ann. § 27-1-15, The Country Club and The Cliffs have a duty to make a reasonable and fair investigation of the merits of this claim and pay it, or whatever portion of it is determined to be valid, within forty-five days from the date of mailing of this demand. If The Country Club and The Cliffs unreasonably refuse to pay the claim or proper portion, they shall be liable for reasonable attorneys' fees and interest at the

701 East Morris Avenue — Greenville, South Carolina 29601
 Phone 803.262.0500 — Fax 803.262.0501

1201 Main Street — Suite 1900 — Columbia, South Carolina 29201
 Phone 803.775.1320 — Fax 803.775.1325

534 Bickens Ridge — Edisto Beach, South Carolina 29526
 Phone 803.380.1000

1150 Hurricane Shoals Road — Suite 600 — Lawrenceville, Georgia 30043
 Phone 770.333.6000 — Fax 770.333.6001

judgment rate from the date of this demand. At a minimum, such investigation should include you providing this office with complete documentation of any evidence that the sums demanded are incorrect, as well as complete documentation of any claims you assert are properly offset from sums otherwise due Wall To Wall. This documentation should include, without limitation, documentation of costs incurred and compliance with legal and/or contractual notice requirements.

- Pursuant to the South Carolina Prompt Pay Act, South Carolina Code Ann. § 29-6-50, Wall To Wall herewith demands payment in full of the principal amount listed above. Further, pursuant to the Prompt Pay Act, you will be liable for 1% interest per month as set forth in the above-referenced statute.
- That The Cliffs, as Co-Owners of the Project, hereby take notice that Wall To Wall demands that it has a claim on all funds in the Owners hands now due or due in the future to The Country Club, including all existing, outstanding, and future pay applications and retainage presently being held, or which will be withheld in the future which will satisfy Wall To Wall's claims. Any disbursements of the above-referenced funds without the consent of Wall To Wall via a joint check may subject you to additional liability.
- Wall To Wall further demands that you forward a complete copy of this demand letter to any surety of the Project and direct that surety to forward a copy of the payment bond for this Project to and contact the undersigned immediately.
- Wall To Wall further demands that the surety pay Wall To Wall's claim in full.
- Wall To Wall further herewith demands that The Country Club and The Cliffs immediately forward a complete copy of any payment bond issued on this Project to the undersigned. Further, that you immediately forward a copy of this demand to your surety that issued a payment bond for this Project, and have them contact the undersigned within seven (7) days from the date of this demand letter. The surety shall take notice that this demand shall act as a demand on the payment bond for this Project.

Additionally, enclosed please find a copy of the Notice and Certificate of Mechanic's Lien, Statement of Account and Verification which is being filed against the Project.

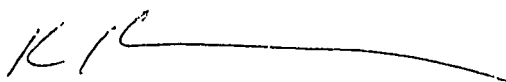
The Cliffs at Mountain Park Golf & Country Club, LLC
The Cliffs at Mountain Park, LLC
September 7, 2011
Page 3

Please direct all future correspondence concerning the outstanding amount to the undersigned at this law firm's Greenville, South Carolina office.

I appreciate your immediate response to this demand.

Sincerely,

KENISON, DUDLEY & CRAWFORD, LLC

A handwritten signature in dark ink, appearing to read 'K. Kenison', with a long horizontal flourish extending to the right.

Keven Kenison

KK/pd

Enclosures

Exhibit B

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE OFFICE OF THE
REGISTER OF DEEDS

Wall To Wall Golf, Inc.,)
)
Petitioner,)
v.)

**NOTICE AND CERTIFICATE
OF MECHANIC'S LIEN**

The Cliffs at Mountain Park Golf &
Country Club, LLC, The Cliffs at
Mountain Park, LLC, and Wells Fargo
Bank National Association,

Respondents.)
_____)



2011060458 M/LIEN
10 PGS
Book:MI 62 Page:1610-1619

September 09, 2011 03:33:41 PM
Rec:\$16.00 Cnty Tax:\$0.00 State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

TO: THE RESPONDENTS ABOVE NAMED:

PLEASE TAKE NOTICE that the Petitioner, Wall To Wall Golf, 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 described 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 Two Hundred Fifty-Nine Thousand, Two Hundred and no/100 (\$259,200.00) Dollars, for labor and 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 services, 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 additional sum to cover the costs and disbursements of any action to foreclose the aforementioned lien, including reasonable attorneys' fees, all pursuant to the provisions of the statutes applicable to such cases.

This 7th day of September, 2011.

By: 

Keven Kenison (SC Bar #66068)
Townes B. Johnson, III (SC Bar # 75412)
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, South Carolina 29601
(864) 242-4899

Attorneys for Petitioner

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE OFFICE OF THE
REGISTER OF DEEDS

Wall To Wall Golf, Inc.,)
)
Petitioner,)

v.)

STATEMENT OF ACCOUNT

The Cliffs at Mountain Park Golf &)
Country Club, LLC, The Cliffs at)
Mountain Park, LLC, and Wells Fargo)
Bank, National Association,)
)
Respondents.)

PERSONALLY APPEARED before me, Paul Powers, who first being duly sworn, deposes
and says:

1. That I am the President of Wall To Wall Golf, Inc.
2. That the sum of Two Hundred Fifty-Nine Thousand, Two Hundred and no/100 (\$259,200.00) Dollars is past due and owed to Wall To Wall Golf, Inc.
3. That the same sum is past due for materials supplied by Wall To Wall Golf, Inc. in connection with the certain improvements located at the real estate commonly known as The Cliffs at Mountain Park Golf Course, Greenville County, South Carolina, which is owned by Respondents The Cliffs at Mountain Park Golf & Country Club, LLC and The Cliffs at Mountain Park, LLC. Said real estate is also further described in "Exhibit A" which is attached hereto and incorporated herein by reference. Wells Fargo Bank, National Association is named herein by virtue of its mortgage interest in the subject property.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and subscribed before
me this 8 day of September, 2011

Melissa Edwards Lugo
Notary Public, State of Florida
My Commission Expires: 2/8/2013

Paul Powers
Paul Powers, President
Wall To Wall Golf, Inc.

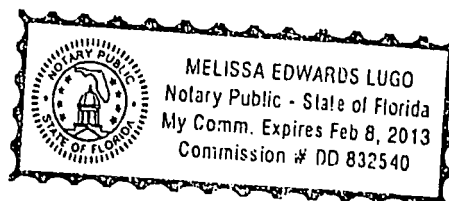


EXHIBIT A
Legal Description

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 3508

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

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

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

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

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

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

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

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

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

PARCEL 2 - GOLF MAINTENANCE:

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

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

PARCEL 3 - GOLF PRACTICE RANGE:

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

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

PARCEL 4 - WELLNESS AND TENNIS CENTER:

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

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

PARCEL 5

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

AND

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

AND

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

AND

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

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

TMS# 0666020100601

TMS# 0662030100602

TMS# 0662040100400

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE OFFICE OF THE
REGISTER OF DEEDS

Wall To Wall Golf, Inc.,)
)
Petitioner,)

v.)

VERIFICATION

The Cliffs at Mountain Park Golf &)
Country Club, LLC, The Cliffs at)
Mountain Park, LLC, and Wells Fargo)
Bank, National Association,)
)
Respondents.)

PERSONALLY APPEARED before me, Paul Powers, who first being duly sworn, deposes and says that he is the President of Wall To Wall Golf, 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. Further, Wall To Wall Golf, Inc. is a subcontractor working under a General Contractor's supervision and license and is therefore not required to have a license pursuant to S.C. Code Ann. §40-11-270.

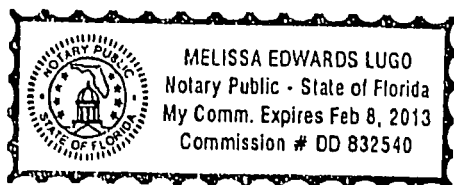
Paul Powers

Paul Powers, President
Wall To Wall Golf, Inc.

Sworn to and subscribed before me
this 8 day of September, 2011.

Melissa

Notary Public, State of Florida
My Commission Expires: 2/8/2013





AFFIDAVIT OF SERVICE

Wall To Wall Golf, Inc.

Case No. _____

(Plaintiff)

VS

Court Register Of Deeds Greenville County

The Cliffs At Mountain Park Golf & Country Club, LLC, The Cliffs At Mountain Park, LLC, Wells Fargo Bank, National Association

(Defendant)

I personally appeared before me the undersigned, who being duly sworn, deposes and states that he/she served a copy of the following: Letter, Notice And Certificate of Mechanic's Lien, Statement of Account, Exhibit A, Verification

PON Lucas T. Anthony As Registered Agent For The Cliffs At Mountain Park Golf & Country Club, LLC
_____ by
delivering to him/her a copy of the same at 3598 Hwy 11, Travelers Rest, SC 29690

on the 9th day of September 2011 at 1:53 am/pm, and that the above papers were served in compliance with all state and local laws.

ANNER OF SERVICE-

☒ Personal: By personally delivering copies to the person being served.

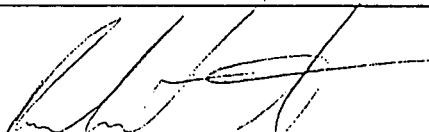
☐ Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household of suitable age and explaining the general nature of the papers

☐ Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof

☐ Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed below, have been unable to effect process upon the person/entity being served because of the following reason(s):

Subscribed to before me this 7th day of Sept. 2011

Notary Public for 1-24-250
Commission Expires 1-24-21


(process server)
Robert Shuter
code KD&C/Paula



AFFIDAVIT OF SERVICE

Wall To Wall Golf, Inc.

Case No. _____

(Plaintiff)
 VS

Court Register Of Deeds Greenville County

The Cliffs At Mountain Park Golf & Country Club, LLC, The Cliffs At Mountain Park, LLC, Wells Fargo Bank, National Association

 (Defendant)

I personally appeared before me the undersigned, who being duly sworn, deposes and states that he/she served a copy of the following: Letter, Notice And Certificate of Mechanic's Lien, Statement of Account, Exhibit A, Verification

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
 2011060458 Book: MI 62 Page: 1610-1619
 September 09, 2011 03:33:41 PM

Timothy J. Hanney

I, Lucas T. Anthony As Registered Agent For The Cliffs At Mountain Park, LLC
 _____ by
 delivering to him/her a copy of the same at 3598 Hwy 11, Travelers Rest, SC 29690

on the 9th day of September 2011 at 1:53 pm, and that the above papers were served in compliance with all state and local laws.

MANNER OF SERVICE-

☒ XX Personal: By personally delivering copies to the person being served.

 Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household of suitable age and explaining the general nature of the papers _____

 Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof _____

 Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed below, have been unable to effect process upon the person/entity being served because of the following reason(s): _____

Subscribed and sworn to before me this 9th day of Sept 2011

P Dalton
 Notary Public for SC
 Commission Expires 1-24-21

Robert Shultz
 (process server)
 code KD&C/Paula

Exhibit C

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE) C. A. No. 2011-CP-23-_____

Wall to Wall Golf, LLC, d/b/a Wall to
Wall Golf, Inc. and Wall to Wall
Concrete, Inc.,

Plaintiff,

vs.

LIS PENDENS

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

Defendants.

TO THE ABOVE NAMED DEFENDANT(S):

NOTICE IS HEREBY GIVEN, pursuant to *South Carolina Code Ann.* §15-11-10, that not more than 20 days from the filing of this Notice of Lis Pendens, an action will be commenced by the above-named Plaintiff against the above-named Defendants for the purpose of foreclosing the Mechanics' Lien filed with the Register of Deeds Office for Greenville County, South Carolina on September 9, 2011 in Book MI 62 at Pages 1620-1629 against the real property located in the State of South Carolina, County of Greenville commonly known as The Cliffs at Mountain Park and more fully described in Exhibit "A" attached hereto and incorporated by reference.

Respectfully submitted this 7th day of December, 2011.



Keven Kenison (SC Bar# 66068)

John T. Crawford, Jr. (SC Bar# 69682)

Townes B. Johnson, III (SC Bar# 75412)

KENISON, DUDLEY & CRAWFORD, LLC

704 E. McBee Avenue

Greenville, South Carolina 29601

PH: (864) 242-4899

FAX: (864) 242-4844

Attorneys for Plaintiff

Greenville, 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 3508

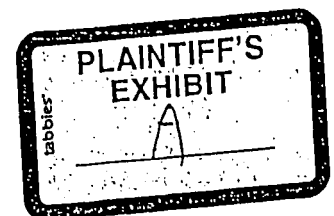
Parcel 1B - PORTION OF GOLF COURSE (WIG):

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

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

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

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



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

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

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

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

PARCEL 2 - GOLF MAINTENANCE:

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

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

PARCEL 3 - GOLF PRACTICE RANGE:

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

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

PARCEL 4 - WELLNESS AND TENNIS CENTER:

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

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

PARCEL 5

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

AND

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

AND

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

AND

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

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

TMS# 0666020100601
TMS# 0662030100602
TMS# 0662040100400

Exhibit 3

Townes Johnson

From: Wall to Wall Golf [wall2wallgolf@hotmail.com]
Sent: Wednesday, August 31, 2011 11:11 AM
To: Keven Kenison
Subject: FW: Update
Attachments: smCliffsLogo.jpg

From: sseman@cliffscommunities.com
 To: wall2wallgolf@hotmail.com
 CC: jharris@cliffscommunities.com
 Date: Fri, 1 Jul 2011 16:19:26 -0400
 Subject: Update

Paul,

I got your voice message, but I thought email would be more secure.

My controller and the other members of the finance team are working hard to be able to come up with some resolution to our issues at Mountain Park. I understand that you need to get the concrete company paid and we are going to do everything in our power to make that occur for you.

I am now being told that they are working on a transaction over the weekend and holiday which should provide some clarity to the situation.

However, I also want to make sure I am being clear with the expectations. They still feel that this very tight cash pinch will be on us for a 45 to 60 day period. If we are able to provide some funds for the concrete bill, it will in all likely come in small increments over a several week period. I just do not want to set any unrealistic expectations.

We certainly understand the burden this is causing yourself and your suppliers and we are making this a very top priority. We have every intention of paying this obligation completely.

I will be out of the office until Wednesday next week and will give you an update on Thursday, unless of course I know something before that.

Thanks for your continued patience.

Steve

**Steve Seman**

Director of Procurement and Retail Operations

The Cliffs Communities

864.371.1042 | office

864.430.6491 | mobile

864.371.1730 | fax

800.371.1000 | toll-free

sseman@cliffscommunities.com

www.cliffscommunities.com

"...one of the most comprehensive and impressive club memberships in the world." – *Resort Living*

Townes Johnson

From: Wall to Wall Golf [wall2wallgolf@hotmail.com]
 Sent: Wednesday, August 31, 2011 11:14 AM
 To: Keven Kenison
 Subject: FW: payment schedule

From: jharris@cliffcommunities.com
 To: wall2wallgolf@hotmail.com
 Date: Thu, 2 Jun 2011 07:31:23 -0400
 Subject: FW: payment schedule

From: Jason Harris
 Sent: Tuesday, May 31, 2011 7:11 AM
 To: 'Wall to Wall Golf'
 Cc: Jason Harris; Steve Seman
 Subject: payment schedule

Paul,

Here is a rough payment schedule to have you paid off By the end of August. Retainage and other paid in September. Please review and let me know if this is works for you.
 jason

Wall to Wall						
	Total	Less retainage	27-May	3-Jun	10-Jun	17-Jun
May 20th Pay Request	\$91,313	\$86,747				
June 20th Pay Request	\$90,000	\$85,500				
July 20th Estimate	\$80,000	\$76,000				
				\$	\$	
Total	\$261,313	\$248,247	\$57,000.00	14,711.00	14,711.00	\$14,711.00
Retainage	\$13,066					
				June		
				\$		
				58,844.00		

	Retainage plus change order #1
materials remaining balance change order #1	\$ 14,000.00
retainage	\$ 5,000.00
	\$ 11,816.00
	\$ 30,816.00

Paid in sept.

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA		PROOF OF CLAIM	
Name of Debtor: <u>Cliffs Club & Hosp. Serv Co., LLC</u>		Case Number: <u>12-01237</u>	
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) : <u>Wall to Wall Golf</u>			
Name and address where notices should be sent: <u>Wall to Wall Golf</u> <u>Kenism. Andley & Crawford, LLC (KK(TB))</u> <u>704 E. McBee Ave</u> <u>Greenville, SC 29601</u>			
Creditor Telephone Number () <u>804 242-4899</u> email:		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 <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):			
Payment Telephone Number () email:		<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.	
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ <u>259,200.00</u> If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input 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>See Exhibit A</u> (See instruction #2)			
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:		3a. Debtor may have scheduled account as: <u>515250</u> (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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> 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: <u>Mech. Lien</u> Amount of Secured Claim: \$ <u>259,200.00</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"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before 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"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). <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).			
* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

COPY

UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA		PROOF OF CLAIM	
Name of Debtor: Cliffs Club & Hosp. Serv Co., LLC		Case Number: 12-01237	
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) : Wall to Wall Golf			
Name and address where notices should be sent: Wall to Wall Golf Kenism. Andley & Crawford, LLC (KK(TBS)) 704 E. McBee Ave Greenville, SC 29601			
Creditor Telephone Number (804 242-4899) email:		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	
Name and address where payment should be sent (if different from above):		<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:			
1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ 259,200.00 If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input 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>See Exhibit A</u> (See instruction #2)			
3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: _____		3a. Debtor may have scheduled account as: <u>515250</u> (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: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other _____ Value of Property: \$ _____ Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> 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: <u>Mech. Lien</u> Amount of Secured Claim: \$ <u>259,200.00</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: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4). </div> <div style="width: 45%;"> <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____). <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). </div> </div>			
* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

COPY

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: TOWNES B. JOHNSON II
Title: ATTORNEY
Company: KENTSON, RIDLEY & CRAWFORD, LLC

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

704 E. MCBEE AVE
GREENVILLE, SC 29601

John B. Johnson 5/25
(Signature) (Date)

Telephone number: 804-242-4899 email: johnson@conlaw.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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM (IF NOT ALREADY PROPERLY FILLED IN)

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's full name, and the case number. If you received a notice of the case from the Claims Agent, BMC Group, some or all of this information may have been already completed.

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

3b. Uniform Claim Identifier:

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

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions) If the claim is secured,

check the box for the nature and value of property that secures the claim, attach copies of lien documentation and state, as of the date of the bankruptcy filing the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Administrative Expense Under 11 U.S.C. § 503 (b)(9) or Priority Under 11 U.S.C. § 507(a).

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

6. Credits:

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

7. Documents:

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

8. Date and Signature:

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

DEFINITIONS

DEBTOR

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

CREDITOR

A creditor is a person, corporation, or other entity to whom the debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

CLAIM

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

PROOF OF CLAIM

A proof of claim is a form sued by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. This form must be filed with the court-appointed Claims Agent, BMC Group, at the address listed on the reverse side of the first page.

SECURED CLAIM Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court

judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

UNSECURED CLAIM

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

CLAIM ENTITLED TO PRIORITY Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

REDACTED

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

EVIDENCE OF PERFECTION

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

OFFERS TO PURCHASE A CLAIM

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Date-Stamped Copy

Return claim form and attachments, if any. If you wish to receive an acknowledgement of your claim, please enclose a self-addressed stamped envelope and a second copy of the proof of claim form with any attachments to the Claims Agent, BMC Group, at the address on the second page of this form.

Please read – important information: upon completion of this claim form, you are certifying that the statements herein are true.

Be sure all items are answered on the claim form. If not applicable, insert "Not Applicable."

ONCE YOUR CLAIM IS FILED YOU CAN OBTAIN OR VERIFY YOUR CLAIM NUMBER BY VISITING www.bmcgroup.com/cliffs

Proof of Claim
Exhibit A

THIS PROOF OF CLAIM IN DUPLICATIVE OF
WALL TO WALL GOLF'S PROOF OF CLAIM IN CASE NUMBER 12-01225

Creditor Wall to Wall Golf ("WWG") entered into an agreement with Debtor The Cliffs at Mountain Park Golf and Country Club, LLC ("Debtor"), wherein WWG agreed to supply Debtor with labor and material for improvement of real property commonly known as The Cliffs at Mountain Park Golf Course, located in Greenville County, South Carolina.

WWG is currently owed Two Hundred Fifty-Nine Thousand, Two Hundred and no/100 (\$259,200.00) Dollars for the labor and materials it provided as shown on Pay Applications Nos. 6, 7, and 8, attached hereto and incorporated herein as "**Exhibit 1**". As a result of the amount due and owing, WWG filed a mechanics' lien against the real property and perfected its mechanics' lien by foreclosing on same. A true and correct copy of WWG's Foreclosure Complaint is attached hereto as "**Exhibit 2**".

Further Debtor has acknowledged WWG is owed money on the project. *See Case No. 12-01225, Schedule D and Exhibit 3: Emails from Debtor.*

Exhibit 1



AIA Document G703™ - 1992

WALT WOLF GOLF, INC.
THE CLIFFS AT MOUNTAIN PARK

6

Continuation Sheet

AIA Document G703™, Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

May 20, 2011

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (G - I)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD (F)				
1	Mobilization	25,000	25,000	0		25,000	0	
2	Beige Exposed Aggregate Concrete Cart Path	751,130	225,257	144,337 (23,417 SF x 2.276)		369,594	381,536	7217 (144,337 x 5%)
3	Beige Exposed Aggregate Concrete Cart Path Curb	35,750	16,198	5,632 (1,733 LF x 3.25)		21,830	13,920	282 (5,632 x 5%)
	GRAND TOTAL	811,880	266,455	149,969		416,424	395,456	7,499

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA Document G703™ - 1992

Continuation Sheet

WALL TO WALL GOLF, INC.
THE CLIFFS AT MOUNTAIN PARK

#7

AIA Document G703™, Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

June 20, 2011

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (G - H)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	Mobilization	25,000	25,000	0		25,000	0	
2	Beige Exposed Aggregate Concrete Cart Path	751,130	369,594	90,282 (39,667 SF x 2.276)		459,876	291,254	4514 (90,282 x 5%)
3	Beige Exposed Aggregate Concrete Cart Path Curb	35,750	21,830	3949 (1,215 LF x 3.25)		25,779	9,971	197 (3949 x 5%)
	GRAND TOTAL	811,880	416,424	94,231		510,655	301,225	4,711

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assumes that changes will not be obscured.

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AIA Document G703TM - 1992

Continuation Sheet

WALL TO WALL GOLF, INC.

THE CLIFFS AT MOUNTAIN PARK

#8

AIA Document G703TM. Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainerage for line items may apply.

APPLICATION NO: B

APPLICATION DATE: August 18, 2011

PERIOD TO: August 15, 2011

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
1	Prepackaged Integral Colona for Concrete, #57 Alabama River Stone (Prepaid Materials Presently stored)		0		0	\$15,000.00	15,000.00	0	
	GRAND TOTAL					15,000.00	15,000.00		

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Exhibit 2

COUNTY OF GREENVILLE

Wall to Wall Golf, LLC, d/b/a Wall to Wall
Golf, Inc. and Wall to Wall Concrete, Inc.,

Plaintiff(s)

vs.

The Cliffs at Mountain Park Golf & Country
Club, LLC, et al

Defendant(s)

CIVIL ACTION COVERSHEET

2014-CP-23-8165

(Please Print)

Submitted By: Townes B. Johnson, III

Address: 704 E. McBee Ave.

Greenville, SC 29601

SC Bar #: 75412

Telephone #: (864) 242-4899

Fax #: (864) 242-4844

Other:

E-mail: johnson@conlaw.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 Circuit Court Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR (certificate 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)
☐ Other (299)

Torts - Personal Injury

- ☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ 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)
☐ Sexual Predator (510)
☐ 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)
☐ Other (799)

Administrative Law/Relief

- ☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture (840)
☐ 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)
☐ Administrative Law Judge (980)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999)

Special/Complex /Other

- ☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Other (699)

Submitting Party Signature: 

Date: 12/7/2011

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.

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 within 210 days of filing of this action, and the Plaintiff shall file a "Stipulation of Neutral Selection" on or before the 224th day after the filing of the action. If the parties cannot agree upon the selection of the neutral within 210 days, the Plaintiff shall notify the Court by filing a written "Request for the Appointment of a Neutral" on or before the 224th day after the filing of this action. The Court shall then appoint a neutral from the Court-approved mediator/arbitrator list.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Case 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. Cases which are appellate in nature such as appeals or writs of certiorari;
 - c. Post Conviction relief matters;
 - d. Contempt of Court proceedings;
 - e. Forfeiture proceedings brought by the State;
 - f. Cases involving mortgage foreclosures; and
 - g. Cases that have been submitted to mediation with a certified mediator prior to the filing of this action.
4. 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 had 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

) IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

) C. A. No. 2011-CP-23- 8165

Wall to Wall Golf, LLC, d/b/a Wall to
Wall Golf, Inc. and Wall to Wall
Concrete, Inc.,

Plaintiff,

vs.

SUMMONS

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

Defendants.

2011 DEC -8 PM 12:00
RECEIVED
CLERK OF COURT
GREENVILLE, SC

TO: THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY summoned and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscribers at their offices, 704 East McBee Avenue, Greenville, South Carolina, 29601, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court and judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted,



Keven Kenison (SC Bar# 66068)
Townes B. Johnson, III (SC Bar # 75412)
KENISON, DUDLEY & CRAWFORD, LLC
704 E. McBee Avenue
Greenville, South Carolina 29601
PH: (864) 242-4899
FAX: (864) 242-4844
Attorneys for Plaintiff

December 7th, 2011
Greenville, South Carolina

) IN THE COURT OF COMMON PLEAS

) C. A. No. 2011-CP-23- 8165

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7/11/2016 12:00 PM

1. Plaintiff is a Florida company duly licensed, organized and existing under the laws of the State of Florida and, at all times mentioned herein, was transacting business in Greenville County, South Carolina.

2. Upon information and belief, The Cliffs at Mountain Park Golf & Country Club, LLC is a limited liability company organized and existing under the laws of the State of South Carolina and, at all times mentioned herein, was transacting business in Greenville County, South Carolina.

3. Upon information and belief, The Cliffs at Mountain Park, LLC is a limited liability company organized and existing under the laws of the State of South Carolina and, at all times mentioned herein, was transacting business in Greenville County, South Carolina.

4. Upon further information and belief, The Cliffs at Mountain Park Golf & Country Club, LLC and The Cliffs at Mountain Park, LLC (collectively hereinafter "The Cliffs") are the owners of real property commonly known as The Cliffs at Mountain Park, located in Greenville County, South Carolina and more fully described in Plaintiff's mechanics' lien, attached hereto as "**Exhibit B**" (hereinafter "Subject Property").

5. Upon information and belief, Bank is a Delaware company authorized to do business in the State of South Carolina and is a properly licensed lending institution and at all times mentioned herein, was transacting business in Greenville County, South Carolina. Upon further information and belief, Bank is named as a Defendant by virtue of its mortgage interest in the Subject Property and recorded in the Register of Deeds Office for Greenville County on June 9, 2010 in Book MO 5081 at Page 3067-3085, which is a subject real property of the Foreclosure cause of action forthcoming in this Complaint.

6. Upon information and belief, Medalist Golf, Inc., Golf Agronomics Sand & Hauling, Inc., HD Supply Waterworks, LTD., Maverick Golf Designs, LLC d/b/a

Fezler Golf, Smoke Oil, Co., Morgan Concrete Co., Georgia Bridge & Dock, Inc., Aquarius II, Inc., and Hawkins Nursery, Inc. (collectively hereinafter "Lien Claimants") are authorized to do business in the State of South Carolina and at all times mentioned herein, were transacting business in Greenville County, South Carolina. Upon further information and belief, Lien Claimants are named as defendants by virtue of their respective mechanics' lien interests in the Subject Property which is a subject real property of the Foreclosure cause of action forthcoming in this Complaint.

7. Plaintiff entered into an agreement with The Cliffs wherein Plaintiff agreed to furnish provide certain labor and materials for use in the construction of the development located on the Subject Property ("Project").

8. Plaintiff provided materials to The Cliffs as required by the agreement.

9. Plaintiff's materials were furnished to and incorporated into the Project.

10. Smoke has performed all requirements associated with the agreement and has completed all of its contractual obligations pursuant to the agreement. Plaintiff has received no written notice that its work or its materials were defective.

11. The Cliffs has no defenses to the payment obligations owed to Plaintiff.

12. As of September 9, 2011, 2011, Plaintiff had not been paid for materials it furnished on the Project in the amount of Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars.

13. Pursuant to *South Carolina Code Ann. § 27-1-15*, Plaintiff hand delivered a demand letter dated September 7, 2011 to The Cliffs. A true and correct copy of this letter is attached hereto as "Exhibit A" and is incorporated herein by reference.

14. On or about September 9, 2011, Plaintiff served and filed its Notice and Certificate of Mechanic's Lien, Statement of Account, and Affidavit of Service upon The Cliffs for the Subject Property, totaling Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars. A true and correct copy of the Notice and Certificate of Mechanics' Lien, Statement of Account, Verification and Affidavit of Service are attached hereto as "**Exhibit B**" and are incorporated herein by reference.

15. Despite Plaintiff's demand pursuant to *South Carolina Code Ann. § 27-1-15*, to date, The Cliffs has failed and refused to pay the credit balance in excess of Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars.

16. Jurisdiction and venue are proper in this Court.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract – The Cliffs)

17. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

18. Plaintiff has fully performed its obligations under its agreement with The Cliffs.

19. The Cliffs has wrongfully failed and refused to pay Plaintiff for materials furnished in the amount of Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, as set forth on Plaintiff's verification of its mechanics' lien. *See Exhibit B.*

20. The Cliffs has no defenses to its payment obligations to Plaintiff under their agreement.

21. This failure to pay Plaintiff constitutes a breach of the contract between the parties. As a result of The Cliffs' breach of the Contract, Plaintiff has been damaged

in excess of Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, for which it hereby sues together with attorneys' fees, costs, and interest.

**FOR A SECOND CAUSE OF ACTION
(Quantum Meruit – The Cliffs)**

22. Plaintiff alleges its Second Cause of Action as an alternative claim to its First Cause of Action, and Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

23. Plaintiff furnished materials for the benefit of The Cliffs, which materials were accepted, used, and enjoyed by The Cliffs. At the time that the materials were delivered to The Cliffs, it was understood that Plaintiff was to be paid for the materials; further, The Cliffs specifically requested the materials. The acceptance of the materials by The Cliffs created an implied contract between Plaintiff and The Cliffs.

24. Such materials were furnished under such circumstances that it was clear that Plaintiff expected to be paid for those materials. The Cliffs will be unjustly enriched if Plaintiff is not paid for the materials supplied by Plaintiff to The Cliffs

25. The reasonable market value of the materials furnished is at least Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, for which Plaintiff hereby sues in quantum meruit or other equitable theory for the reasonable value of the materials supplied.

**FOR A THIRD CAUSE OF ACTION
(Violation of South Carolina Code Ann. § 27-1-15 – The Cliffs)**

26. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

27. Pursuant to *South Carolina Code Ann.* § 27-1-15, Plaintiff served on The Cliffs a written demand, dated September 7, 2011, requiring The Cliffs to perform a reasonable investigation and pay all undisputed amounts to Plaintiff within Forty-Five (45) days from the date of the demand letter. *See Exhibit A.*

28. The Cliffs failed and refused to make said reasonable investigation or pay Plaintiff.

29. The Cliffs has not disputed any amount claimed owed by Plaintiff, and thus, pursuant to that statute, The Cliffs is liable to Plaintiff for attorneys' fees and interest from the date of the demand letter.

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

30. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

31. Pursuant to the terms of its agreement with The Cliffs, Plaintiff furnished labor and materials for the improvements of the Subject Property, real property which is more fully in the property description of the Notice and Certificate of Mechanics' Lien and Statement of Account. *See Exhibit B.*

32. The Subject Property, described in "Exhibit B", which is the subject of this Cause of Action, is situated and located in Greenville County, South Carolina.

33. On or about September 9, 2011, Plaintiff served The Cliffs and filed for record in the Register of Deed's Office for Greenville County, its Notice and Certificate of Mechanics' Lien, its Statement of Account, and its Affidavit of Service on September 9, 2011 in Book MI 62 at Pages 1610-1619. *See Exhibit B.*

34. Upon information and belief, at the time Plaintiff entered into its agreement with The Cliffs to furnish labor and materials for the improvements to the Subject Property, The Cliffs were, and upon further information and belief, still are, the record owner of the Subject Property; with the The Cliffs at Mountain Park Golf & Country Club, LLC owing Parcels 1A, 1B, 1C, 1D, 2, 3, and 4 and The Cliffs at Mountain Park, LLC owing Parcel 5 as listed in "Exhibit B".

35. The Cliffs has failed and neglected to pay Plaintiff the amount due and owing Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, and there is, as of the filing of this Complaint, still due and owing Plaintiff from The Cliffs a sum of Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars which may be accounted for by the properly filed Mechanics' Lien.

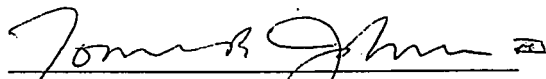
36. Upon information and belief, by virtue of its duly perfected Mechanics' Lien and properly filed Lis Pendens, attached hereto and incorporated herein by reference as "Exhibit C", Plaintiff is entitled to foreclose on the Subject Property, described in "Exhibit B", have said property sold, and have its Lien, along with interest and attorneys' fees, satisfied from the proceeds thereof.

WHEREFORE, the Plaintiff prays for the following relief:

- (a) Judgment against Defendant The Cliffs at Mountain Park Golf & Country Club, LLC for the First Cause of Action in the principal amount of at least Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, together with attorney's fees and interest at the legal rate;
- (b) Judgment against Defendant The Cliffs at Mountain Park, LLC for the First Cause of Action in the principal amount of at least Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, together with attorney's fees and interest at the legal rate;

- (c) Judgment against Defendant The Cliffs at Mountain Park Golf & Country Club, LLC for the Second Cause of Action in the principal amount of at least Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, together with interest at the legal rate;
- (d) Judgment against Defendant The Cliffs at Mountain Park, LLC for the Second Cause of Action in the principal amount of at least Two Hundred Fifty-Nine Thousand, Two Hundred and 0/100ths (\$259,200.00) Dollars, together with interest at the legal rate;
- (e) Judgment against Defendant The Cliffs at Mountain Park Golf & Country Club, LLC and Defendant The Cliffs at Mountain Park, LLC, jointly and severally, for the Third Cause of Action pursuant to *South Carolina Code Ann. § 27-1-15*, together with attorneys' fees and interest at the legal rate from the date of the demand letters;
- (f) Judgment against Defendants The Cliffs at Mountain Park, LLC, and The Cliffs at Mountain Park Golf & Country Club, LLC, jointly and severally for the Fourth Cause of Action and foreclosure of the Subject Property, with the proceeds of the sale of the land being used to satisfy the appropriate aforementioned Lien, plus attorneys' fees, interest, and costs;
- (g) For attorneys' fees;
- (h) For costs of this action; and
- (i) For such other and further relief that this Court deems just and proper.

Respectfully submitted this 7th day of December, 2011.


Keven Kenison (SC Bar# 66068)
Townes B. Johnson, III (SC Bar# 75412)
KENISON, DUDLEY & CRAWFORD, LLC
704 E. McBee Avenue
Greenville, South Carolina 29601
PH: (864) 242-4899
FAX: (864) 242-4844
Attorneys for Plaintiff

Greenville, South Carolina

Exhibit A

September 7, 2011

REVENUE REPORT

THOMAS E. DUNN, III

JOHN T. CROFT, III

W. STEVEN HOLLAND

FRANK D. HARRIS, III

JOHN F. HARRIS, III

Via Hand Delivery

The Cliffs at Mountain Park Golf & Country Club, LLC
 Lucas T. Anthony, Registered Agent
 3598 Highway 11
 Travelers Rest, SC 29690

The Cliffs at Mountain Park, LLC
 Lucas T. Anthony, Registered Agent
 3598 Highway 11
 Travelers Rest, SC 29690

Re: *Wall To Wall Golf, Inc.*
 Project: The Cliffs at Mountain Park Golf Course
 Debt Owed: \$259,200.00

Dear Mr. Anthony:

This firm represents Wall To Wall Golf, Inc. ("Wall To Wall"). We have been asked to assist Wall To Wall in obtaining payment for materials which have been provided to The Cliffs at Mountain Park Golf & Country Club, LLC ("The Country Club"). It is our understanding that Wall To Wall contracted with The Country Club to provide materials on the above-referenced project by and with express consent of the co-owners, The Cliffs at Mountain Park, LLC ("The Cliffs"). It is also our understanding that Wall To Wall has fulfilled its obligations to The Country Club and The Cliffs and has provided all materials requested on the Project, but that The Country Club has nonetheless refused to pay the outstanding contract balance of \$259,200.00.

All prior attempts to amicably resolve this matter have been to no avail. Because Wall To Wall's prior demands and attempts to resolve this matter have been refused and unsuccessful, Wall To Wall, by and through its undersigned attorney, herewith makes the following demands and gives the following Notices:

- This letter serves as Wall To Wall's demand for payment of \$259,900.00 under its contract with The Country Club on the above-referenced Project. Pursuant to South Carolina Code Ann. § 27-1-15, The Country Club and The Cliffs have a duty to make a reasonable and fair investigation of the merits of this claim and pay it, or whatever portion of it is determined to be valid, within forty-five days from the date of mailing of this demand. If The Country Club and The Cliffs unreasonably refuse to pay the claim or proper portion, they shall be liable for reasonable attorneys' fees and interest at the

701 East McKee Avenue — Greenville, South Carolina 29601
 Phone: 864.247.1500 — Fax: 864.247.1501

1201 Main Street — Suite 1050 — Columbia, South Carolina 29201
 Phone: 803.733.1320 — Fax: 803.733.1325

5500 Ocrato Bridge — Aulick Heights, South Carolina 29439
 Phone: 843.860.2000

1130 Hurricane Shoals Road — Summerville, Lawrenceville, Georgia 30083
 Phone: 770.563.6000 — Fax: 770.563.6001

judgment rate from the date of this demand. At a minimum, such investigation should include you providing this office with complete documentation of any evidence that the sums demanded are incorrect, as well as complete documentation of any claims you assert are properly offset from sums otherwise due Wall To Wall. This documentation should include, without limitation, documentation of costs incurred and compliance with legal and/or contractual notice requirements.

- Pursuant to the South Carolina Prompt Pay Act, South Carolina Code Ann. § 29-6-50, Wall To Wall herewith demands payment in full of the principal amount listed above. Further, pursuant to the Prompt Pay Act, you will be liable for 1% interest per month as set forth in the above-referenced statute.
- That The Cliffs, as Co-Owners of the Project, hereby take notice that Wall To Wall demands that it has a claim on all funds in the Owners hands now due or due in the future to The Country Club, including all existing, outstanding, and future pay applications and retainage presently being held, or which will be withheld in the future which will satisfy Wall To Wall's claims. Any disbursements of the above-referenced funds without the consent of Wall To Wall via a joint check may subject you to additional liability.
- Wall To Wall further demands that you forward a complete copy of this demand letter to any surety of the Project and direct that surety to forward a copy of the payment bond for this Project to and contact the undersigned immediately.
- Wall To Wall further demands that the surety pay Wall To Wall's claim in full.
- Wall To Wall further herewith demands that The Country Club and The Cliffs immediately forward a complete copy of any payment bond issued on this Project to the undersigned. Further, that you immediately forward a copy of this demand to your surety that issued a payment bond for this Project, and have them contact the undersigned within seven (7) days from the date of this demand letter. The surety shall take notice that this demand shall act as a demand on the payment bond for this Project.

Additionally, enclosed please find a copy of the Notice and Certificate of Mechanic's Lien, Statement of Account and Verification which is being filed against the Project.

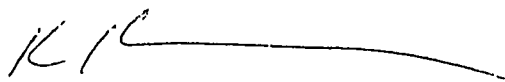
The Cliffs at Mountain Park Golf & Country Club, LLC
The Cliffs at Mountain Park, LLC
September 7, 2011
Page 3

Please direct all future correspondence concerning the outstanding amount to the undersigned at this law firm's Greenville, South Carolina office.

I appreciate your immediate response to this demand.

Sincerely,

KENISON, DUDLEY & CRAWFORD, LLC

A handwritten signature in dark ink, appearing to read 'KIC', followed by a long horizontal line that tapers off to the right.

Keven Kenison

KK/pd

Enclosures

Exhibit B

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

IN THE OFFICE OF THE
REGISTER OF DEEDS

Wall To Wall Golf, Inc.,)

Petitioner,)

v.)

**NOTICE AND CERTIFICATE
OF MECHANIC'S LIEN**

The Cliffs at Mountain Park Golf &
Country Club, LLC, The Cliffs at
Mountain Park, LLC, and Wells Fargo
Bank National Association,

Respondents.)



2011050458

M/LIEN
10 PGS

Book:MI 62

Page:1610-1619

September 09, 2011 03:33:41 PM

Rec:\$16.00

Cnty Tax:\$0.00

State Tax:\$0.00

FILED IN GREENVILLE COUNTY, SC

TO: THE RESPONDENTS ABOVE NAMED:

PLEASE TAKE NOTICE that the Petitioner, Wall To Wall Golf, 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 described 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 Two Hundred Fifty-Nine Thousand, Two Hundred and no/100 (\$259,200.00) Dollars, for labor and 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 services, 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 additional sum to cover the costs and disbursements of any action to foreclose the aforementioned lien, including reasonable attorneys' fees, all pursuant to the provisions of the statutes applicable to such cases.

This 7th day of September, 2011.

By: 

Keven Kenison (SC Bar #66068)
Townes B. Johnson, III (SC Bar # 75412)
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, South Carolina 29601
(864) 242-4899

Attorneys for Petitioner

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

IN THE OFFICE OF THE
REGISTER OF DEEDS

Wall To Wall Golf, Inc.,)

Petitioner,)

v.)

STATEMENT OF ACCOUNT

The Cliffs at Mountain Park Golf &
Country Club, LLC, The Cliffs at
Mountain Park, LLC, and Wells Fargo
Bank, National Association,)

Respondents.)

PERSONALLY APPEARED before me, Paul Powers, who first being duly sworn, deposes and says:

1. That I am the President of Wall To Wall Golf, Inc.
2. That the sum of Two Hundred Fifty-Nine Thousand, Two Hundred and no/100 (\$259,200.00) Dollars is past due and owed to Wall To Wall Golf, Inc.
3. That the same sum is past due for materials supplied by Wall To Wall Golf, Inc. in connection with the certain improvements located at the real estate commonly known as The Cliffs at Mountain Park Golf Course, Greenville County, South Carolina, which is owned by Respondents The Cliffs at Mountain Park Golf & Country Club, LLC and The Cliffs at Mountain Park, LLC. Said real estate is also further described in "Exhibit A" which is attached hereto and incorporated herein by reference. Wells Fargo Bank, National Association is named herein by virtue of its mortgage interest in the subject property.

FURTHER AFFIANT SAYETH NAUGHT.

Sworn to and subscribed before
me this 8 day of September, 2011

Melissa Edwards Lugo
Notary Public, State of Florida
My Commission Expires: 2/8/2013

Paul Powers
Paul Powers, President
Wall To Wall Golf, Inc.

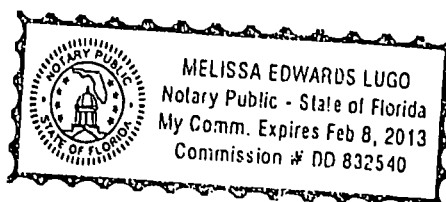


EXHIBIT A
Legal Description

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 3508

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

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

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

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

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

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

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

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

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

PARCEL 2 - GOLF MAINTENANCE:

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

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

PARCEL 3 - GOLF PRACTICE RANGE:

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

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

PARCEL 4 - WELLNESS AND TENNIS CENTER:

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

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

PARCEL 5

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

AND

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

AND

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

AND

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

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

TMS# 0666020100601

TMS# 0662030100602

TMS# 0662040100400

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE OFFICE OF THE
REGISTER OF DEEDS

Wall To Wall Golf, Inc.,)
)
Petitioner,)

v.)

VERIFICATION

The Cliffs at Mountain Park Golf &)
Country Club, LLC, The Cliffs at)
Mountain Park, LLC, and Wells Fargo)
Bank, National Association,)
)
Respondents.)

PERSONALLY APPEARED before me, Paul Powers, who first being duly sworn, deposes and says that he is the President of Wall To Wall Golf, 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. Further, Wall To Wall Golf, Inc. is a subcontractor working under a General Contractor's supervision and license and is therefore not required to have a license pursuant to S.C. Code Ann. §40-11-270.

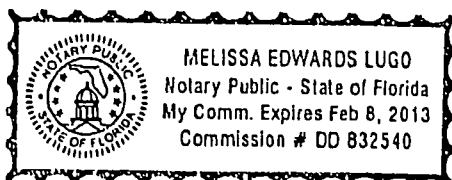
Paul Powers

Paul Powers, President
Wall To Wall Golf, Inc.

Sworn to and subscribed before me
this 8 day of September, 2011.

Melissa

Notary Public, State of Florida
My Commission Expires: 2/8/2013





AFFIDAVIT OF SERVICE

Vall To Wall Golf, Inc.

Case No. _____

(Plaintiff)

VS

Court Register Of Deeds Greenville County

ie Cliffs At Mountain Park Golf & Country Club, LLC, The Cliffs At Mountain Park, LLC, Wells Fargo Bank, National Association

(Defendant)

ersonally appeared before me the undersigned, who being duly sworn, deposes and states that he/she
erved a copy of the following: Letter, Notice And Certificate of Mechanic's Lien, Statement of Account, Exhibit A, Verification

ON Lucas T. Anthony As Registered Agent For The Cliffs At Mountain Park Golf & Country Club, LLC

by

delivering to him/her a copy of the same at 3598 Hwy 11, Travelers Rest, SC 29690

on the 9th day of September 2011 at 1:53 am/pm, and that the above
pers were served in compliance with all state and local laws.

MANNER OF SERVICE-

☒ Personal: By personally delivering copies to the person being served.

☐ Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the
erson served with a member of the household of suitable age and explaining the general nature of
papers

☐ Substituted at Business: By leaving, during office hours, copies at the office of the person/entity
ing served with the person apparently in charge thereof

☐ Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed below,
ave been unable to effect process upon the person/entity being served because of the following
son(s):

ON to before me this
7th day of Sept 2011

Shanta
ary Public for 124-2150

Commission Expires 1-24-21

(process server)

Robert Shanta
code KD&C/Paula



AFFIDAVIT OF SERVICE

Vall To Wall Golf, Inc.

Case No. _____

(Plaintiff)
 VS

Court Register Of Deeds Greenville County

The Cliffs At Mountain Park Golf & Country Club, LLC, The Cliffs At Mountain Park, LLC, Wells Fargo Bank, National Association

(Defendant)

Personally appeared before me the undersigned, who being duly sworn, deposes and states that he/she served a copy of the following: Letter, Notice And Certificate of Mechanic's Lien, Statement of Account, Exhibit A, Verification

FILED FOR RECORD IN GREENVILLE COUNTY, SC ROD
 2011060458 Book: MI 62 Page: 1610-1619
 September 09, 2011 03:33:41 PM

Timothy J. Hanney

POB Lucas T. Anthony As Registered Agent For The Cliffs At Mountain Park, LLC

_____ by
 delivering to him/her a copy of the same at 3598 Hwy 11, Travelers Rest, SC 29690

on the 9th day of September 2011 at 1:53 am (pm) and that the above papers were served in compliance with all state and local laws.

MANNER OF SERVICE-

☒ Personal: By personally delivering copies to the person being served.

☐ Substituted at Residence: By leaving copies at the dwelling house or usual place of abode of the person being served with a member of the household of suitable age and explaining the general nature of the papers _____

☐ Substituted at Business: By leaving, during office hours, copies at the office of the person/entity being served with the person apparently in charge thereof _____

☐ Non-Service: After due search, careful inquiry and diligent attempts at the address(es) listed below, have been unable to effect process upon the person/entity being served because of the following reason(s): _____

Subscribed and sworn to before me this
 9th day of Sept 2011

P Dalton

Notary Public for SC

Commission Expires 1-24-24

[Signature]

Process server

Robert Sherry

code KD&C/Paula

Exhibit C

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF GREENVILLE)	C. A. No. 2011-CP-23-_____
)	
Wall to Wall Golf, LLC, d/b/a Wall to)	
Wall Golf, Inc. and Wall to Wall)	
Concrete, Inc.,)	
)	
Plaintiff,)	
)	
vs.)	LIS PENDENS.
)	
The Cliffs at Mountain Park Golf &)	
Country Club, LLC, The Cliffs at)	
Mountain Park, LLC, Wells Fargo Bank,)	
National Association, Medalist Golf,)	
Inc., Golf Agronomics Sand & Hauling,)	
Inc., HD Supply Waterworks, LTD.,)	
Maverick Golf Designs, LLC d/b/a)	
Fezler Golf, Smoke Oil, Inc., Morgan)	
Concrete Co., Georgia Bridge & Dock,)	
Inc., Aquarius II, Inc., and Hawkins)	
Nursery, Inc.,)	
)	
Defendants.)	

TO THE ABOVE NAMED DEFENDANT(S):

NOTICE IS HEREBY GIVEN, pursuant to *South Carolina Code Ann.* §15-11-10, that not more than 20 days from the filing of this Notice of Lis Pendens, an action will be commenced by the above-named Plaintiff against the above-named Defendants for the purpose of foreclosing the Mechanics' Lien filed with the Register of Deeds Office for Greenville County, South Carolina on September 9, 2011 in Book MI 62 at Pages 1620-1629 against the real property located in the State of South Carolina, County of Greenville commonly known as The Cliffs at Mountain Park and more fully described in Exhibit "A" attached hereto and incorporated by reference.

Respectfully submitted this 7th day of December, 2011.



Keven Kenison (SC Bar# 66068)
John T. Crawford, Jr. (SC Bar# 69682)
Townes B. Johnson, III (SC Bar# 75412)
KENISON, DUDLEY & CRAWFORD, LLC
704 E. McBee Avenue
Greenville, South Carolina 29601
PH: (864) 242-4899
FAX: (864) 242-4844

Attorneys for Plaintiff

Greenville, 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 3508

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

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

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

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

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



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

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

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

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

PARCEL 2 - GOLF MAINTENANCE:

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

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

PARCEL 3 - GOLF PRACTICE RANGE:

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

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

PARCEL 4 - WELLNESS AND TENNIS CENTER:

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

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

PARCEL 5

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

AND

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

AND

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

AND

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

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

TMS# 0666020100601

TMS# 0662030100602

TMS# 0662040100400

Exhibit 3

Townes Johnson

From: Wall to Wall Golf [wall2wallgolf@hotmail.com]
Sent: Wednesday, August 31, 2011 11:11 AM
To: Keven Kenison
Subject: FW: Update
Attachments: smCliffsLogo.jpg

From: sseman@cliffscommunities.com
 To: wall2wallgolf@hotmail.com
 CC: jharris@cliffscommunities.com
 Date: Fri, 1 Jul 2011 16:19:26 -0400
 Subject: Update

Paul,

I got your voice message, but I thought email would be more secure.

My controller and the other members of the finance team are working hard to be able to come up with some resolution to our issues at Mountain Park. I understand that you need to get the concrete company paid and we are going to do everything in our power to make that occur for you.

I am now being told that they are working on a transaction over the weekend and holiday which should provide some clarity to the situation.

However, I also want to make sure I am being clear with the expectations. They still feel that this very tight cash pinch will be on us for a 45 to 60 day period. If we are able to provide some funds for the concrete bill, it will in all likely come in small increments over a several week period. I just do not want to set any unrealistic expectations.

We certainly understand the burden this is causing yourself and your suppliers and we are making this a very top priority. We have every intention of paying this obligation completely.

I will be out of the office until Wednesday next week and will give you an update on Thursday, unless of course I know something before that.

Thanks for your continued patience.

Steve

**Steve Seman**

Director of Procurement and Retail Operations

The Cliffs Communities

864.371.1042 | office

864.430.6491 | mobile

864.371.1730 | fax

800.371.1000 | toll-free

sseman@cliffscommunities.com

www.cliffscommunities.com

"...one of the most comprehensive and impressive club memberships in the world." – *Resort Living*

Townes Johnson

From: Wall to Wall Golf [wall2wallgolf@hotmail.com]
 Sent: Wednesday, August 31, 2011 11:14 AM
 To: Keven Kenison
 Subject: FW: payment schedule

From: jharris@cliffcommunities.com
 To: wall2wallgolf@hotmail.com
 Date: Thu, 2 Jun 2011 07:31:23 -0400
 Subject: FW: payment schedule

From: Jason Harris
 Sent: Tuesday, May 31, 2011 7:11 AM
 To: 'Wall to Wall Golf'
 Cc: Jason Harris; Steve Seman
 Subject: payment schedule

Paul,

Here is a rough payment schedule to have you paid off By the end of August. Retainage and other paid in September. Please review and let me know if this is works for you.
 jason

Wall to Wall						
	Total	Less retainage	27-May	3-Jun	10-Jun	17-Jun
May 20th Pay Request	\$91,313	\$86,747				
June 20th Pay Request	\$90,000	\$85,500				
July 20th Estimate	\$80,000	\$76,000				
				\$	\$	
Total	\$261,313	\$248,247	\$57,000.00	14,711.00	14,711.00	\$14,711.00
Retainage	\$13,066					
				June \$ 58,844.00		

	Retainage plus change order #1
materials remaining balance change order #1	\$ 14,000.00
retainage	\$ 5,000.00
	\$ 11,816.00
	\$ 30,816.00

Paid in sept.

KENISON.DUDLEY & CRAWFORD, LLC

A T T O R N E Y S A T L A W

May 25, 2012

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

KEVEN K. KENISON
Practicing Attorney in South Carolina and Georgia
THOMAS E. DUDLEY, III
Practicing Attorney in South Carolina and North Carolina
JOHN T. CRAWFORD, JR.
Practicing Attorney in South Carolina
M. STOKELY HOLDER
Practicing Attorney in South Carolina
TOWNES B. JOHNSON, III
Practicing Attorney in South Carolina
F. LEE PRICKETT, III
Practicing Attorney in South Carolina

RE: Filing of Proof of Claims

Dear Sir or Madam:

Enclosed, please find:

1. the original and one (1) copy of Wall to Wall Golf's Proof of Claim in Case No. 12-01225, which was filed with the United States Bankruptcy Court, District of South Carolina on May 25, 2012. Please be advised that this Proof of Claim amends the previously filed Proof of Claims numbered "Cliffs POC 00519" and Cliffs POC 00557". The file stamped first page of this Claim is also included for your review.
2. the original and one (1) copy of Wall to Wall Golf's Proof of Claim in Case No. 12-01237, which is duplicative of Wall to Wall Golf's Proof of Claim in Case No. 12-01225, above, and which was filed with the United States Bankruptcy Court, District of South Carolina on May 25, 2012. The file stamped first page of this Claim is also included for your review.
3. the original and one (1) copy of Morgan Concrete Co.'s Proof of Claim in Case No. 12-01225, which was filed with the United States Bankruptcy Court, District of South Carolina on May 25, 2012. The file stamped first page of this Claim is also included for your review.

Please file the originals and return the clocked copies. Should you have any questions or concerns, please do not hesitate to let me know.

Sincerely,



Townes B. Johnson III

Cc: File

GREENVILLE
704 East McBee Avenue ■ Greenville, South Carolina 29601
Phone 864.242.4899 ■ Fax 864.242.4844

COLUMBIA
1201 Main Street ■ Suite 1980 ■ Columbia, South Carolina 29201
Phone 803.748.1329 ■ Fax 803.748.1248

CHARLESTON
534 B Oristo Ridge ■ Edisto Beach, South Carolina 29438
Phone 843.869.1000

ATLANTA
1130 Hurricane Shoals Road ■ Suite 600 ■ Lawrenceville, Georgia 30043
Phone 770.513.6400 ■ Fax 770.518.6577

From: (864) 242-4899
 Townes B. Johnson, III, Esq.
 Kenison, Dudley & Crawford, LLC
 704 East McBee Avenue

Origin ID: LQKA



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Greenville, SC 29601

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MAY 29 2012

BMC GROUP

SHIP TO: (864) 242-4899

BILL SENDER

Attn: Cliffs Claims Processing
 BMC Group, Inc.
 18675 LAKE DR E

CHANHASSEN, MN 55317

TUE - 29 MAY A1
 PRIORITY OVERNIGHT

TRK# 7984 4155 7734

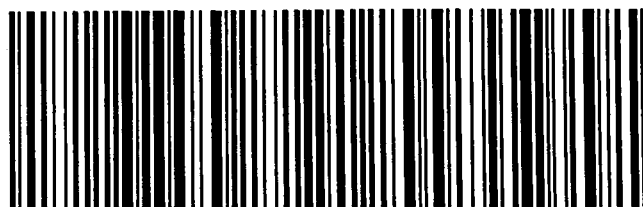
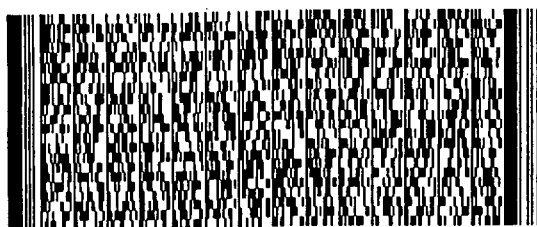
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