

UNITED STATES BANKRUPTCY COURT		District of South Carolina	PROOF OF CLAIM
Name of Debtor: The Cliffs at Keowee Springs, LLC		Case Number: 12-01229	
NOTE: <i>Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</i>			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Kibler Family Limited Partnership			
Name and address where notices should be sent: Diane Noller Wells, Esq., Devine Goodman Rasco & Wells, P.A. 777 Brickell Ave., Suite 850 Miami, FL 33131		Telephone number: (305) 444-6695 email: dwells@devinegoodman.com	COURT USE ONLY
Name and address where payment should be sent (if different from above): Kibler Family Limited Partnership 411 NW 1st Ave., Unit 202 Fort Lauderdale, FL 33301		Telephone number: (954) 533-3019 email: larry@qrvcon.net	<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
1. Amount of Claim as of Date Case Filed: \$ <u>40,000.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		RECEIVED MAY 29 2012 BMC GROUP	
2. Basis for Claim: <u>Deposit Lot 63 Cliffs at Keowee Springs Phase 2 Pickens Co.</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: <u>13947</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Basis for perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to 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 priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ _____
<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"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)().	
*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 any 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 the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: Debtor has documentation. The Purchase Agreement has been lost.

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: Terri G. Kibler
 Title: President
 Company: Kibler LLC, General Partner
 Address and telephone number (if different from notice address above):
411 NW 1st Ave., Unit 202
Fort Lauderdale, FL 33301

Terri G. Kibler, Pres. 5/25/2012
 (Signature) (Date)

Telephone number: (954) 533-3019 email: larry@grycon.net

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

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, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
 Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

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 Priority Under 11 U.S.C. § 507 (a):
 If any portion of the claim falls into any category shown, 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.

CLIFFS FAMILY MEMBERSHIP

June, 2004

A recreational and social membership offered to Cliffs property owners that provides for use of all general club facilities and includes some basic wellness program offerings and some limited golf privileges. If the buyer elects to receive a Cliffs Family Membership, Cliffs will pay to the Club on the buyer's behalf \$35,000.00, which is the required initiation deposit for the Family membership classification. If the buyer does not elect to receive a Cliffs Family Membership, no reduction in the purchase price of the property or other credit will be made.

- **Refund Value Assigned and Vesting Period-**

If the buyer elects to receive the Cliffs Family Membership at closing, the buyer will be will receive a credit of \$35,000.00 against the property purchase and will pay that amount as toward the initiation deposit due for the selected membership.

Upon the condition that the member holds the membership for five years, or resigns solely as a result of a resale of the property with respect to which the membership is re-issued to the buyer, the member will be entitled to receive a refund of the \$35,000.00. In the case of the member's property resale, the member (seller) will receive the refund within 30 days of closing, in accordance with the Membership Plan. In the case of the member's resignation after the five-year vesting period (unassociated with a re-issuance to a buyer in a resale), the resigned member will receive a refund under the one for five rule of the Membership Plan.

In the event a member resigns before the expiration of five years following the closing of the property, unassociated with a resale, the resigning member will not be entitled to receive any refund of the \$35,000.00 representing the property discount given by Cliffs and paid by the member toward the membership. Instead, the \$35,000.00 will be paid over to the Cliffs development entity originally giving the discount at the property closing

This refund policy applies also if the buyer elected to receive the Family Membership and then upgraded to a Cliffs Golf membership by paying the additional \$40,000.00. In the event of a resignation of the Cliffs Golf membership unassociated with a resale before the expiration of the five-year vesting period, the resigning Cliffs Golf Member would only be eligible to receive a refund of the \$40,000.00 upgrade amount he paid. If a buyer of his property does not elect to acquire the Cliffs Golf membership, then the member-seller will go in line (waiting list) to receive a refund of the total deposit made, under the one for five rule of the Membership Plan.

- **Guarantee of Repurchase in Resale -**

The Cliffs Family membership and the Cliffs Golf Membership are guaranteed to be offered for re-issuance to a buyer in a resale.

- **Prepaid Dues -**
If electing to receive the Family membership, the buyer will receive \$5,000.00 of prepaid dues at closing that will apply and activate immediately in existing communities where club facilities are completed. At Keowee Falls South and Walnut Cove, dues will apply and be activated using a percentage formula tied to phasing in of club facilities (see dues formula section). If electing to upgrade to Full Golf by paying the additional \$40,000.00, the buyer will receive a prepaid dues credit of \$15,000.00 that will apply in the same manner as above. In existing communities where club facilities are complete and accessible, the prepaid dues may "not" be banked during the promissory note period, and then activated.

- **Dues Amounts -**
For new Family Members, the dues will begin at \$250.00 monthly.

- **General Recreational/Social Privileges included in Family memberships**
Wellness and Fitness facilities
Swimming pools
Tennis courts
Basketball
Equestrian (does not include ride fees and lessons)
Hiking and walking trails
Clubhouses
Dining
Wellness Program offerings (includes basic group classes, basic seminars)
Marina (does not include launch fees, reserved slip rental, storage)
Pavilions and outdoor BBQ spaces
Bike riding (no rental fee)
Walking program
Resident Naturalist (basic activities and access)

- **Family Membership Golf Privileges**
Five plays per course per year
Two day advance tee time
\$50.00 greens fee (same as reciprocal) plus cart fee
No golf tournament participation
No additional plays
No tee times during the Full Golf Member "Preferred" times

305-947-8561

D. NAME AND ADDRESS OF BORROWER: The Kibler Family Limited Partnership Lot 63, Cliffs at Keowee Springs, Phase 2	E. NAME AND ADDRESS OF SELLER: The Cliffs at Keowee Springs LLC	F. NAME AND ADDRESS OF LENDER: Regions Bank 101 East Washington Street Greenville, SC 29601
G. PROPERTY LOCATION: Lot 63, Cliffs at Keowee Springs, Phase 2 Pickens County	H. SETTLEMENT AGENT: 57-0522927 Horton Drawdy Ward & Jenkins, P.A. PLACE OF SETTLEMENT 307 Pettigru Street Greenville, SC 29601	I. SETTLEMENT DATE: January 27, 2008

J. SUMMARY OF BORROWER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract Sales Price	265,000.00
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	4,380.63
104.	
105.	
<i>Adjustments For Items Paid By Seller in advance</i>	
106. City/Town Taxes to	
107. County Taxes to	
108. Assessments to	
109. Family Membership	35,000.00
110.	
111.	
112.	
120. GROSS AMOUNT DUE FROM BORROWER	304,380.63
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:	
201. Deposit or earnest money	5,000.00
202. Principal Amount of New Loan(s)	216,240.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209. Prepaid Interest Credit	29,700.00
<i>Adjustments For Items Unpaid By Seller</i>	
210. City/Town Taxes to	
211. County Taxes 01/01/06 to 01/28/06	80.88
212. Assessments to	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. TOTAL PAID BY/FOR BORROWER	251,020.88
300. CASH AT SETTLEMENT FROM/TO BORROWER:	
301. Gross Amount Due From Borrower (Line 120)	304,380.63
302. Less Amount Paid By/For Borrower (Line 220)	(251,020.88)
303. CASH (X FROM) (TO) BORROWER	53,359.75

K. SUMMARY OF SELLER'S TRANSACTION	
400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	265,000.00
402. Personal Property	
403.	
404.	
405.	
<i>Adjustments For Items Paid By Seller in advance</i>	
406. City/Town Taxes to	
407. County Taxes to	
408. Assessments to	
409. Family Membership	35,000.00
410.	
411.	
412.	
420. GROSS AMOUNT DUE TO SELLER	300,000.00
500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	86,328.28
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage to Regions Bank	91,945.42
505. Payoff of second Mortgage	
506.	
507. (Deposit disb. as proceeds)	
508.	
509. Prepaid Interest Credit	29,700.00
<i>Adjustments For Items Unpaid By Seller</i>	
510. City/Town Taxes to	
511. County Taxes 01/01/06 to 01/28/06	80.88
512. Assessments to	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. TOTAL REDUCTION AMOUNT DUE SELLER	208,054.58
600. CASH AT SETTLEMENT TO/FROM SELLER:	
601. Gross Amount Due To Seller (Line 420)	300,000.00
602. Less Reductions Due Seller (Line 520)	(208,054.58)
603. CASH (X TO) (FROM) SELLER	91,945.42

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. I HAVE CAREFULLY REVIEWED THE HUD-1 SETTLEMENT STATEMENT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS A TRUE AND ACCURATE STATEMENT OF ALL RECEIPTS AND DISBURSEMENTS MADE ON MY ACCOUNT OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Borrower The Kibler Family Limited Partnership
BY: KIBLER, LLC, General Partner

Seller The Cliffs at Keowee Springs LLC

By: _____
Terr G. Kibler

BY: _____

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

Horton Drawdy Ward & Jenkins, P.A.
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES GOVERNMENT OR ANY OF ITS AGENCIES OR TO OBTAIN MONEY OR PROPERTY FROM THE UNITED STATES GOVERNMENT OR ANY OF ITS AGENCIES BY SUCH FALSE STATEMENTS.

802. Loan Discount	%	to		1,500.00	
803. Appraisal Fee		to Pinnacle Financial Services		325.00	
804. Credit Report		to			
805. Lender's Inspection Fee		to			
806. Commitment Fee		to Regions Bank		250.00	
807. Processing Fee		to Pinnacle Financial Services		100.00	
808.					
809.					
810.					
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From	to	@ \$	/day (days %)		
902. Mortgage Insurance Premium for	months	to			
903. Hazard Insurance Premium for	1.0 years	to			
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$		per month		
1002. Mortgage Insurance	months @ \$		per month		
1003. City/Town Taxes	months @ \$		per month		
1004. County Taxes	months @ \$		per month		
1005. Assessments	months @ \$		per month		
1006.	months @ \$		per month		
1007.	months @ \$		per month		
1008.	months @ \$		per month		
1100. TITLE CHARGES					
1101. Settlement or Closing Fee		to			
1102. Abstract or Title Search		to Palmetto Title Agency		154.00	
1103. Title Examination		to			
1104. Title Insurance Binder		to Pettigru Title Company, Inc.		115.00	
1105. Deed Preparation		to Olson, Smith, Jordan & Cox			215.00
1106. Notary Fees		to			
1107. Attorney's Fees		to Horton Drawdy Ward & Jenkins, P.A.		475.00	
<i>(Includes above item numbers:)</i>					
1108. Title Insurance		to Pettigru Title Company, Inc.		638.75	
<i>(Includes above item numbers:)</i>					
1109. Lender's Coverage	\$	216,240.00	75.00		
1110. Owner's Coverage	\$	265,000.00	583.75		
1111. Family Membership		to Cliffs Golf and Country Club, Inc.			35,000.00
1112. Dues Credit		to Cliffs Golf and Country Club, Inc.			5,000.00
1113. Marina Dues Credit		to Cliffs Golf and Country Club, Inc.			5,000.00
1114. Infrastructure Escrow		to Nexsen, Pruet, Adams & Kleemeler			10,000.00
1115. Charity Donation		to Cliffs Charity Fund			2,313.00
1116. POA Dues		to Cliffs at Keowee Springs POA		648.22	51.78
1117. Working Capital Contribution		to Cliffs at Keowee Springs POA		116.66	
1118.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$	10.00;	Mortgage \$	13.00;	Releases \$	12.00
1202. City/County Tax/Stamps: Deed				23.00	12.00
1203. State Tax/Stamps: Revenue Stamps		980.50;	Mortgage		
1204. Out of County Recording Fee		to Horton, Drawdy, Ward & Jenkins, PA		35.00	
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey		to			
1302. Pest Inspection		to			
1303.					
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				4,380.63	86,328.28

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

Horton Drawdy Ward & Jenkins, P.A.
Settlement Agent

Certified to be a true copy.

Larry and Terri Kibler
411 NW 1st Avenue
Unit 202
Ft Lauderdale, FL 33301

CERTIFIED MAIL™



7010 3090 0000 3995 4442



02 1P \$ 006.150
0003819328 MAY 25 2012
MAILED FROM ZIP CODE 33331

5129

BMC GROUP, INC
ATTN: CLIFFS CLAIMS PROCESSING
18675 LAKE DRIVE EAST
CHANHASSEN, MN 55317-3020

RECEIVED
MAY 29 2012
BMC GROUP