

This instrument prepared by:

J. Michael White  
WYNLAKE RESIDENTIAL ASSOCIATION, INC.  
P.O. Box 1063, Leeds, AL 35094  
Ph. (334) 603-1360  
Email: wynlake@goassessment.com



20181012000364010 1/2 \$18.00  
Shelby Cnty Judge of Probate, AL  
10/12/2018 02:24:17 PM FILED/CERT

STATE OF ALABAMA )  
SHELBY COUNTY )

CLAIM OF LIEN

Wynlake Residential Association, Inc., an Alabama non-profit corporation, ("Association"), files this Claim of Lien in writing, by oath of the undersigned individual who has personal knowledge of the facts herein set forth:

1. That said Association claims a lien upon the following real property ("Property" or "Lot"), situated in Shelby County, Alabama, to wit:

Lot 151 according to the Survey of Wynlake Phase 4-D; as recorded on 02/15/2006 in Map Book 36, page 85 in the Probate Office of Shelby County, Alabama.

120 Seams Way  
Alabaster, AL 35007

2. That this lien is claimed, separately and severally, as to both buildings and improvements thereon, and the said land.

3. That the name/s of the Owner of the above described Property is/are:

Michael G. Sweeney

4. This lien is claimed to secure an indebtedness for assessments and charges (annual, special, and individual) levied against the Lot or Owner, late charges and interest, as well as attorneys' fees, court costs, and other expenses paid or incurred by the Association in its attempts to collect the assessments and charges incurred by the Owner pursuant to the Declaration of Protective Covenants and Conveyance Restrictions for Wynlake Subdivision ("Covenants"), as recorded on 10/27/1995 in Instrument # 1995-30874, and as amended and recorded on 08/16/1996 in Instrument # 1996-26736, and as amended and recorded on 08/16/1996 in Instrument # 1996-26737, and as amended and recorded on 04/21/1997 in Instrument # 1997-12379, and as amended and recorded on 07/15/1997 in Instrument # 1997-22249, and as amended and recorded on 01/04/2002 in Instrument # 2002-00857, and as amended and recorded on 01/11/2002 in Instrument # 2002-02008, and as amended and recorded on 02/15/2006 in Instrument # 20060215000075440, and as amended and recorded on 08/20/2008 in Instrument # 20080820000335580, in the Probate Office of Shelby County, Alabama.


5. Each Owner of a Lot within Wynlake Subdivision, by acceptance of a deed to such Lot, agreed to pay the Association annual assessments or charges levied each year by the Association, special assessments for capital improvements, and individual assessments that may be levied against any Lot and the Owner thereof as a result of such Owner's failure to comply with the terms of the Covenants. The annual, special, and individual assessments, together with interest, late charges, cost and reasonable attorney's fees are also a charge on each Lot and are a continuing lien upon each Lot against which such assessment is made, which lien may be enforced in the manner provided in the Covenants. Each such assessment, together with interest, late charges, cost and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due or was due. If any assessments and other charges

remain unpaid for more than sixty (60) days following the due date of same, then the Association shall make written demand on the defaulting Owner, which demand shall state the date and amount of delinquency. If such delinquency is not paid in full within ten (10) days after the giving of such demand notice, then the Association may file a claim of lien against the Lot of such delinquent Owner, which claim shall be executed by any director or authorized representative of the Association and filed for record in the Probate Office of the county in which the Property is located and assessed for property taxes. The lien provided for in the Covenants shall be in favor of the Association and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time.

Each Owner, by acceptance of a deed to any Lot, shall be deemed to grant and vest in the Association and/or its agents the right and power of sale to exercise the power granted and foreclose the lien created and expressly waive any objection to the enforcement in foreclosure of the lien created and expressly waive the defense of the statute of limitations which may be applicable to the commencement of any suit or actions for foreclosure.

6. The delinquent balance due by Owner for assessments and other obligations contained in the Covenants as of 2/15/2018 is \$2,481.36, which together with subsequent assessments, interest, costs, and reasonable attorneys' fees is a charge on the Property and Lot, and a continuing lien upon same against which such assessments are made, which lien may be enforced in the manner provided in the Covenants. Demand was made upon Owner by Notice dated 7/9/2018, which was more than sixty (60) days following the due date of same. Such delinquency was not paid in full within ten (10) days after the giving of notice as required under the Covenants and remains unpaid.

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By Its: Authorized Representative

STATE OF ALABAMA )  
JEFFERSON COUNTY )

Before me, the undersigned authority, a Notary Public in and for said County in said State, personally appeared the above signed individual acting as the Authorized Representative of the Wynlake Residential Association, Inc., and being duly sworn, doth depose and represent to have personal knowledge of the facts as set forth in the foregoing statement of lien, and that the same are true and correct to the best of the Authorized Representative's knowledge.

Sworn to and subscribed before me this 3 day of October, 2018.

  
Notary Public

My Commission Expires: April 8, 2022

**TAMARA P MAHAFFEY**  
Notary Public  
Alabama State at Large