



20211206000581110 1/2 \$25.00
Shelby Cnty Judge of Probate, AL
12/06/2021 04:06:49 PM FILED/CERT

MECHANIC'S LIEN

STATE OF ALABAMA)
)
)
COUNTY OF SHELBY)

BE IT KNOWN, that the undersigned lien claimant, **EZ ROOF & EZ RESTORATION** (hereinafter "Lien claimant - Contractor") located at 12 Rutherford Loop, located in the County of Shelby in the State of Alabama with the zip code of **35244**, hereby files a claim for a Mechanic's Lien against **Sharyn B. Taylor** (hereinafter "**Owner**") concerning the Property located at 401 McCormack Way, in Hoover, located in the County of Shelby in the State of Alabama in the zip code **35242**, and hereinafter referred to as the "Owner," and any other persons, creditors or entities that have or may have a claim or interest in the below described real estate, and in support thereof states as follows:

BE IT KNOWN, that on **02/18/2020**, the aforementioned **Owner**, did own the following described real estate property located in the County of Shelby, in the State of Alabama to wit:

The property being located at **401 McCormack Way - City of Hoover, Alabama 35242**, and together with any improvements and other buildings, if any, is hereinafter referred to as the "Premises," with said real estate having the permanent index identification number of **03 5 22 1 002 016.000**, together Therewith, the legal property descriptions as follows:

Lot 216-A, according to a Resurvey of Lots 216 and Common Area Greystone Legacy, 2nd Sector and Lot 324 Greystone Legacy 3rd Sector, as recorded in Map Book 31, Page 55, in the Probate Office of Shelby County, Alabama.

On **07/30/2020**, the Lien Claimant completed work concerning a written contract with the aforementioned Owner for Re-Roofing the Owners Home only in the amount of \$ 25,150.00. The owner paid Lien Claimant in full.

Thereafter, Owner on August 9, 2021, Owner contacted Lien Claimant with request for Service Call concerning the written contract and claiming animals were getting into her attic at the above stated property through the roof. This is impossible.

Regardless, Lien Claimant sent out crew on 08/10/2021 to inspect the roof and found no problems with the roof other than one lifted shingle near the chimney cause by Tornadic winds which occurred on March 25, 2021. There are no holes in the roof nor decking if the roof. No leaks are in the roof either. However, Lien Claimant crew went into Owner's attic and found problems below the roof concerning soffits, fascia board problems and gutter problems. Lien Claimant took photos and went over the photos and problems caused by tornadic storms and or the home builder.

The Owner requested Lien Claimant to repair the problems claiming these problems were covered by the Roof Warranty. Lien Claimant informed Owner the repairs are not covered by the Roof Warranty and the Owners requests are covered in the written contract and will be at an additional cost. Owner stated she would think about what she wanted to do and how to proceed.

Lien Claimant did not hear back from Owners until 09/18/2021 as Owner called and requested another Service Call of Lien Claimant. Lien Claimant sent out a different crew to meet with homeowner on 09/24/2021. Lien Claimant crew found the same problems as before and went over the same information with the Owner. Again, the Owner stated she would think about what she wanted to do and how to proceed.

Lien Claimant did not hear back from Owners until 10/05/2021 as Owner called and requested another Service Call. Lien Claimant sent out same crew to meet again with homeowner on 10/08/2021. Lien Claimant crew found the same problems as before and went over the same information with the Owner. Again, the Owner stated she would think about what she wanted to do and how to proceed.

On October 12, 2021 Owner requested Lien Claimant to proceed with the pre-arranged work and cost thereof.

On October 12, 2021, Lien Claimant proceeded with the work and Owner stopped the work after completion of a portion of the work was completed, for no reason whatsoever.

Per the written contract terms and conditions, Lien Claimant sent Invoice to Owner for repairs completed concerning on four (4) service calls and costs associated therewith, in the amount of \$ **2,379.00**.

Owner has refused to pay Lien Claimant and has published defamatory comments and claims on the internet against Lien Claimant. Lien Claimant has refuted the Owners claims on the internet and requested Owner to retract defamatory comments and



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claims published by Owner. Owner has refused to retract unwarranted claims and continues to refuse to pay Lien Claimant for Services and Work rendered.

Per prior written contract agreement and prior pre-arranged work ordered by Owner owes lien Claimant Two Thousand Three Hundred Seventy Nine (\$ 2,379.00) Dollars; all of which became due and payable upon completion of the service calls and a portions of the repairs ordered and requested by Owner in the amount of \$ 2,379.00

The Lien Claimant – Contractor - satisfactorily completed all Service Calls and fulfilled its obligations per written contract agreement and the subsequent ordered and requested work by Owner which occurred on the aforementioned Premises on 10/12/2021.

It is due to the Owner's breach of contract that the Claimant is entitled to have imposed a **Mechanics Lien** in the amount of \$ 2,379.00 on the aforementioned and herein described property, along with any and all improvements located on the premises for the total outstanding sum owed, and in addition the Mechanics Lien is subject to any attorney fees, interest, collection costs, court costs and damages allowable by law pursuant to the State of Alabama Statutes.

EZ ROOF & EZ RESTORATION
12 Rutherford Loop
Birmingham, Alabama 35242

William Byrd
(Signature): William Byrd

It's: General Manager
(Date) 12/06/2021

NOTARY ACKNOWLEDGMENT

STATE OF (ALABAMA)

COUNTY OF (SHELBY)

The Affiant, **EZ Roof & EZ Restoration**, being duly sworn, on oath deposes and says that s/he is the Lien Claimant and that s/he has read the foregoing claim for the lien and knows the contents thereof, and that all statements therein contained are true and correct to the best of his/her belief and knowledge.

Subscribed and sworn to before me by: _

EZ ROOF & EZ RESTORATION LLC
12 Rutherford Loop
Birmingham, Alabama 35244

William Byrd
(Signature)

It's: General Manager (Date) 12 / 06 / 2021

Caleb A. Blake
(Notary Signature)

Caleb A. Blake
(Notary Printed Name)

Date: 12 / 06 / 2021

My commission expires on: 09/01/2024

