

Instrument Prepared By
And Recording Requested By

E 3565562 B 8468 P 122-125
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/27/2024 11:29 AM
FEE 40.00 Pgs: 4
DEP CTA REC'D FOR LEAL
DRYWALL LLC

RETURNED
MAR 27 2024

Space above this line for recorder's use only

UTAH NOTICE OF CONSTRUCTION LIEN

STATE OF UTAH
COUNTY OF Davis

Notice is hereby given that this Construction Lien, this "Lien," is filed as of March 26, 2024 (mm/dd/yyyy), (the "Effective Date"), by March 26, 2024 (Claimant) located at Leal Drywall LLC (Address), with the phone number 801-425-81-22, and with the license number of 11004795-5501 issued on 10-02-2018 (mm/dd/yyyy) and expiring on 11-30-2025 (mm/dd/yyyy), (the "Claimant"), claims a construction lien in the sum of \$ 27,465.90 for labor, services, materials, and/or equipment furnished for improvement to certain real property owned by DG Construction (collectively, the "Owner"), located at 49 Main Street Clearfield, UT 84015 (Address w/County), and with the legal description of: Building # 3

All of Lot 5, Clearfield Junction
Subdivision. Cont. 1.16200 Acres 12-930-0005

(the "Property").

This Lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said real property.

The Claimant and Donovan Guillard / Mario Cain (Owner, General Contractor, etc.) entered into a contract on 12/08/2023 (mm/dd/yyyy) whereby the Claimant provided the following labor, services, materials, and/or equipment at the Property (the "Work"):

Drywall, Mud tape, Metal Frame
for the total amount of \$ 27,465.90 (Contract Price).

The first day of the Work on the Property by the Claimant was 12-8-23 (mm/dd/yyyy). The last day of the Work on the Property by the Claimant was 01-8-24 (mm/dd/yyyy) (the "Completion Date").

As of the Effective Date, the Claimant has: (check one)

- Received payment of \$ _____.
- NOT** received any payment.

The Owner has failed to pay the Balance Due despite demands and requests for payment. Accordingly, the Claimant declares that claim amount of \$ 27,2024 is justly due to the Claimant.

In accordance with Utah Code Ann. § 38-11-107, if the Lien is against an owner-occupied residence, as defined in Utah Code Ann. § 38-11-102, the owner may take steps to require the Claimant to remove the Lien under the Residence Lien Restriction and Lien Recovery Fund Act if one (1) of the following circumstances applies:

- (i) The owner meets the conditions described in Subsections 38-11-204(4)(a) and (b); or
- (ii) (A) a subsequent owner purchases a residence from an owner;
 - (B) the subsequent owner who purchase the residence under Subsection (1)(a)(ii)(A) occupies the residence as a primary or secondary residence within 180 days from the date of transfer or the residence is occupied by the subsequent owner's tenant or lessee as a primary or secondary residence within 180 days from the date of transfer; and
 - (C) the owner from whom the subsequent owner purchased the residence met the conditions described in Subsections 38-11-204(a) and (b).

Owners must apply for a Certificate of Compliance with the Department of Commerce, Division of Occupational and Professional Licensing in order to obtain protection from the Residence Lien Restriction and Lien Recovery Fund Act.

The Claimant declares that the contents of this Lien are true and correct to the best of their knowledge. Subscribed and sworn to as of the Effective Date.

Claimant Signature: Mauro Nava Date: 3-27-24

Claimant Printed Name: Mauro Nava

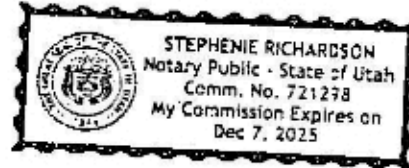
NOTARY ACKNOWLEDGMENT

State of Utah
County of Davis

The foregoing instrument was acknowledged before me this 27 March 2024, by the undersigned, Mauro Nain, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

[Signature]
Notary Public

My Commission Expires: 12/07/2025



PROOF OF SERVICE

I, Mauro Nava (the "Server"), served a copy of the Construction Lien in the following manner:

Owner or Purported Owner Name: DCA Construction (the "Recipient")
Address: 111 E. Broadway, Suite 310, Salt Lake City 84111
Date of Service: 3-27-2024 (mm/dd/yyyy) Time: _____ : _____ AM PM

The Recipient received the documents by: (check one)

Mail. The Server sent the documents in the mail via: (check one)

Standard Mail

Certified Mail

FedEx

UPS

Other: _____

- **Direct Service.** The Server handed the documents to a person identified as the Recipient.

- **Someone at the Residence/Workspace.** The Server handed the documents to a person who identified as living/working at the residence/workspace and stated their name is: _____

- **Left at the Residence/Workspace.** The Server left the documents in the following area: _____

- **Recipient Rejected Delivery.** The Server delivered the documents to the Recipient in person and the Recipient did not accept delivery.

- **Other:** _____

I declare under penalty of perjury under the laws located in this State that the foregoing is true and correct.

Server's Signature: Mauro Nava Date: 3-27-24

Printed Name: Mauro Nava