

**00812948 B: 1662 P: 1580**

B: 1662 P: 1580 Fee \$40.00

Carri R. Jeffries, Iron County Recorder - Page 1 of 3  
12/12/2023 01:56:37 PM By: LEVELSET

Recording Requested by:  
SRS Distribution Inc DBA ROOFERS SUPPLY  
701 North Aviation Way  
Cedar City, Utah 84721

Please Return To:  
SRS Distribution Inc DBA ROOFERS SUPPLY  
c/o Mail Center  
9450 SW Gemini Dr #7790  
Beaverton, Oregon 97008-7105  
Reference ID: 3C6NQBTD7FNF

SPACE ABOVE FOR RECORDER'S USE

**PARCEL NUMBER: B-1196-0025-0000**

**NOTICE OF CONSTRUCTION SERVICE LIEN**  
**Utah Code § 38-1a-502**

**The Claimant:**

SRS Distribution Inc DBA ROOFERS SUPPLY  
701 North Aviation Way  
Cedar City, Utah 84721

**The Property to be charged with the lien:**

State of Utah  
County: Iron County

**The Property Owner:**

Wedgewood Assocs of Cedar City II  
22701 E Brairwood PL  
Aurora, CO 80016-2791  
WEDGEWOOD ASSOCIATES OF CEDAR CITY LLC  
22701E E BRIARWOOD PL #200  
Aurora, CO 80016-2791  
WEDGEWOOD ASSOCIATES OF CEDAR CITY L L C  
176 NORTH 2200 WEST SUITE 200  
Salt Lake City, Utah 84116

**Municipal Address:**

1888 N Wedgewood Ln  
Cedar City, Utah 84721

**The Party Who Hired The Claimant ("Hiring Party"):**

TNT INDUSTRIES LLC  
DBA TNT INDUSTRIES LLC 4594 N OLD SCOUT TRL  
ENOCH, UT 84721

**Legal Property Description:**

Property located at the municipal address of UT , UT.In the county of IRON. APN B-1196-0025-0000. Briefly described as BEG S0\*1827"E 615.79 FT ALG SEC LN & W 1143.69 FT FR E1/4 COR SEC 35 T35S R11W SLM; S24\*1721"E 127.77 FT; ALG NLY LN OF FIDDLERS CANYON RD AS FOLLOWS: ALG ARC OF NON-TANGENT CURV TO LEFT RADIUS PT WH BEARS S24\*1721"E 1100.31 FT) DIST 123.82 FT; S59\*1546"W 48.00 FT; ALG ARC OF CURV TO RT RADIUS 313.70 FT DIST 268.28 FT; N71\*4414"W 49.65 FT; ALG ARC OF CURV RT RADIUS 15.00 FT DIST 25.96 FT; N27\*2500"E 231.82 FT ALG ELY LN OF WEDGEWOOD LANE; S62\*3500"E 200.43 FT; N59\*1546"E 149.16 FT TO POB.". Subdivision: FIDDLERS CANYON. Municipality / Township of CEDAR CITY. Township/Range/Section 35S/11W/35. Book/Page /.

Services / Materials Provided ("**Services**"): Building/Roofing material

**Claimant First Furnished Labor and/or Materials on:**  
August 28, 2023

**Claimant Last Furnished Labor or Materials on:**  
September 18, 2023

**Amount of Claim / Total Balance Due: \$3,918.04**

**IMPORTANT INFORMATION ON THE FOLLOWING PAGE(S)**

Notice is hereby given that **Claimant** hereby claims a construction service lien pursuant to UTAH CODE ANN. § 38-1-1 et seq., upon the **Property** described above. In support of this lien, the following information is being submitted:

The **Property** being liened is identified above as the **Property**;

The owner or reputed owner of the **Property** is above-identified as the **Property Owner**;

The name and address of the party making this claim of lien is above-identified as the **Claimant**. The **Claimant** is the party who actually furnished the materials, labor, services, equipment, or other construction work for which this lien is claimed. These services and/or materials are above-described as the **Services**. These **Services** were furnished to the **Property**, and incorporated therein;

The **Claimant** was hired by the above-identified **Hiring Party**;

The above-identified **Amount of Claim** is the total balance due to the **Claimant** at the time of the filing of this Claim of Construction Lien. This is a true statement of the Claimant's demand after deducting all just credits and offsets.

#### **PROTECTION AGAINST LIENS AND CIVIL ACTION**

Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met:

- (1)
  - (a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer;
  - (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and
  - (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or;
- (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000."
- (3) An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at [www.dopl.utah.gov/rlrf](http://www.dopl.utah.gov/rlrf).

#### **IMPORTANT INFORMATION & SIGNATURES ON THE FOLLOWING PAGE**

**SIGNATURE OF CLAIMANT, AND VERIFICATION**

State of Utah County of Salt Lake

I, Traci Pensari, the undersigned, being of lawful age and being first duly sworn upon oath, do state that I am the Claimant named herein, or a party authorized and appointed for the purposes of signing this Notice of Claim of Lien, that I have read the foregoing Notice of Claim of Lien, know the contents thereof, have been provided and thereby or otherwise have knowledge of the facts, and certify that based thereupon, upon my information and belief the foregoing is true and correct, and that I believe them to be true.

Traci Pensari  
Claimant, SRS Distribution Inc DBA ROOFERS SUPPLY  
Print Name: Traci Pensari Signed by:  
Title: Regional Credit Mgr  
Dated: 12-5-23

On 12.05.2023, before me, undersigned Notary, personally came and appeared, Traci Pensari, who is known to me or whose identity was sufficiently proved and who is an authorized limited agent of Claimant, and acknowledged that this instrument is the free and voluntary act of and deed of said company, and on oath stated that s/he is authorized to execute said instrument.

Belinda Haynes  
Notary Public

