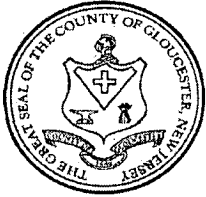


Gloucester County Recording Data Page Honorable James N. Hogan Gloucester County Clerk 	Official Use Only – Barcode *60 2023 00005534*  Docket: 00005534 Type:CLM Pages:6 James N. Hogan, Gloucester County Clerk Receipt#:1094314 12:00:20P Feb 27,2023 Recording Fee: 15.00 CL BK 54 154
Official Use Only – Record & Return	Official Use Only – Realty Transfer Fee
Date of Document: ~~02/27/23~~ 2/27/23	Type of Document: L I E N
First Party Name: DAVID SPRENTA	Second Party Name: DANIEL GALINDO
Additional Parties: SARATOGA Asset Management	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY	
Block:	Lot:
Municipality:	
Consideration:	
Mailing Address of Grantee:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGING INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY	
Original Book:	Original Page:

Prepared by: David Spaventa
After Recording, Return to:
Saratoga Asset Management
605 South Saratoga Drive
Moorestown, NJ 08057

CONSTRUCTION LIEN CLAIM
(Business Entity Claimant)

TO THE CLERK, COUNTY OF Gloucester:

In accordance with the "Construction Lien Law," P.L. 1993, c. 318(C. 2A:44A-1 et al.), notice is hereby given that (only complete those sections that apply):

1. On 2/27/2023, I, David Spaventa,
(Date) (Name of Claimant)
as an officer of the claimant known as Saratoga Asset Management,
a corporation, located at 605 South Saratoga Drive Moorestown NJ 08057,
(Business Address of Claimant)

claim a construction lien against the real property of Daniel Galindo, Anthony T. Galindo, Patricia J Galindo,
(Name of Owner of Property)

in that certain tract or parcel of land and premises described as Block 6, Lot 25.04,
on the tax map of the municipality of Mullica Hill (Elk Township), County of
Gloucester, State of New Jersey, or if no Block and Lot is assigned, a metes
and bounds or other description of the property:

Also known as 181 Moods Road Mullica Hill NJ 08062

in the amount of \$ \$54,512.88 Fifty Four Thousand five-hundrerd twelve Dollars),
(lien clam amount)
as calculated below for the value of the work, services, material or equipment provided.

If the claim is against a community association in accordance with section 3 of P.L. 1993, c. 318 (C. 2A:44A-3) set forth the name of the community association and the name and location of the property development:

Name of Community Association:

Location of Property Development:

Name of Property Development:

The lien is claimed against the interest of the ☒ owner, ☐ unit owner, or ☐ against the community association in accordance with section 3 of P.L. 1993, 318 (C. 2A:44A-3) or ☐ other party if "other", describe:

2. In accordance with a written contract for improvement of the above property, dated _____, with the ☒ property owner, ☐ community association, ☒ contractor, or ☐ subcontractor (select one), named or known as Saratoga Asset Management,
(name of appropriate party)
and located at: 605 South Saratoga Drive Moorestown NJ 08057,
(address of owner, unit owner, community association, contractor or subcontractor)
this claimant performed the following work or provided the following services, material or equipment:

- a. Roof, framing, demo, property maintenance, lawn care, disposal, drawings, project management
- b. rough wiring, HVAC installation, window installation, door installation, lam beam installation
- c. _____
- d. shoring of floor, chimney removal, tree removal, minor grading, electrical material.

3. The date of the provision of the last work, services, material or equipment for which payment is claimed is December 17th, 2022.

4. The amount due for work, services, material or equipment delivery provided by claimant in connection with the improvement of the real property, and upon which this lien claim is based, is calculated as follows:

A. Initial Contract Price:	\$ <u>276,800</u>
B. Executed Amendments to Contract Price/Change Orders:	\$ <u>53,865</u>
C. Total Contract Price (A + B) =	\$ <u>330,665</u>
D. If Contract Not Completed, Value Determined in Accordance with the Contract of Work Completed or Services, Material, Equipment Provided:	\$ <u>123,012.88</u>
E. Total from C or D (whichever is applicable):	\$ _____
F. Agreed upon Credits:	\$ _____
G. Amount Paid to Date:	\$ <u>68,500</u>
TOTAL LIEN CLAIM AMOUNT (E minus [F+G]) =	\$ <u>54,512.88</u>

The owner may choose to avoid subjecting the real estate to sale by the owner (or contractor) by either:

1. Paying the claimant and obtaining a discharge of lien claim from the claimant, by which the owner will lose the right to challenge this lien claim in a legal proceeding before a court of law; or
2. Causing the lien claim to be discharged by filing a surety bond or making a deposit of funds as provided for in section 31 of P.L. 1993, c. 318 (C. 2A:44A-31), by which the owner will retain the right to challenge this lien claim in a legal proceeding before a court of law.

NOTICE OF UNPAID BALANCE AND ARBITRATION AWARD

This claim **DOES** arise from a Residential Construction Contract. If it does, complete 5 and 6 below; if not residential, complete 5 below, only if applicable. If not residential and 5 is not applicable, skip to Claimant's Representation and Verification.

5. A Notice of Unpaid Balance and Right to File Lien (if any) was previously filed with the County Clerk of _____ County on _____, 20____ as No. _____ in Book _____ and Page _____

6. An award of the arbitrator (if residential) was issued on _____, 20____ in the amount of \$ _____

CLAIMANT'S REPRESENTATION AND VERIFICATION

Claimant represents and verifies under oath that:

1. I have authority to file this claim.
2. The claimant is entitled to the amount claimed at the date of lodging for record of the claim, pursuant to claimant's contract described above.
3. The work, services, material or equipment for which this lien claim is filed was provided exclusively in connection with the improvement of the real property which is the subject of this claim.
4. This claim form has been lodged for record with the County Clerk where the property is located within 90 or, if residential construction, 120 days from the last date upon which the work, services, material or equipment for which payment is claimed was provided.
5. This claim form has been completed in its entirety to the best of my ability and I understand that if I do not complete this form in its entirety, the form may be deemed invalid by a court of law.
6. This claim form will be served as required by statute upon the owner or community association, and upon the contractor or subcontractor against whom this claim has been asserted, if any.
7. The foregoing statements made by me in this claim form are true, to the best of my knowledge. I am aware that if any of the foregoing statements made by me in this claim form are willfully false, this construction lien claim will be void and that I will be liable for damages to the owner or any other person injured as a consequence of the filing of this lien claim.

Saratoga Asset Management
A Corporation

By: _____

Signature

David Spaventa

Print or Type Name: OWNER

Managing Partner
Title (if any)

STATE OF NEW JERSEY COUNTY OF BURLINGTON ss:

On this 27 day of FEBRUARY, 2023, before me, the subscriber, personally appeared DAVID J SPAVENTA who, I am satisfied, is the Secretary of the corporation herein and who by me duly sworn/affirmed, asserted authority to act on behalf of the corporation and who, by virtue of its By-Laws executed the within instrument on its behalf, and thereupon acknowledged that claimant signed, sealed and delivered the same as claimant's act and deed, for the purposes therein expressed.

Notary Public

NOTARY
SEAL

JOHN WHITTLE
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 9, 2024

**NOTICE TO OWNER OF REAL PROPERTY
NOTICE TO CONTRACTOR OR SUBCONTRACTOR, IF APPLICABLE**

The owner's real estate may be subject to sale to satisfy the amount asserted by this claim. However, the owner's real estate cannot be sold until the facts and issues which form the basis of this claim are decided in a legal proceeding before a court of law. The lien claimant is required by law to commence suit to enforce this claim.

The claimant filing this lien claim shall forfeit all rights to enforce the lien claim and shall be required to discharge the lien claim of record, if the claimant fails to bring an action in the Superior Court, in the county in which the real property is situated, to establish the lien claim:

1. Within one year of the date of the last provision of work, services, material or equipment, payment for which the lien claim was filed; or
2. Within 30 days following receipt of written notice, by personal service or certified mail, return receipt requested, from the owner or community association, contractor, or subcontractor against whom a lien claim is filed, as appropriate, requiring the claimant to commence an action to establish the lien claim.

You will be given proper notice of the proceeding and an opportunity to challenge this claim and set forth your position. If, after the owner (and/or contractor or subcontractor) has had the opportunity to challenge this lien claim, the court of law enters a judgment against any of you and in favor of the claimant filing this lien claim, and thereafter judgment is not paid, the owner's real estate may then be sold to satisfy the judgment. A judgment against a community association for a claim of work, services, material or equipment pursuant to a contract with that community association cannot be enforced by a sale of real estate.