

713.10 Extent of liens. ~~---~~

(1) Except as provided in s. 713.12, a lien under this part shall extend to, and only to, the right, title, and interest of the person who contracts for the improvement as such right, title, and interest exists at the commencement of the improvement or is thereafter acquired in the real property.

(2) When an improvement is made by a lessee in accordance with an agreement between such lessee and her or his lessor, the lien shall extend also to the interest of such lessor. When the lease expressly provides that the interest of the lessor shall not be subject to liens for improvements made by the lessee, the lessee shall notify the contractor making any such improvements of such provision or provisions in the lease, and the knowing or willful failure of the lessee to provide such notice to the contractor shall render the contract between the lessee and the contractor voidable at the option of the contractor. The interest of the lessor shall not be subject to liens for improvements made by the lessee when:

~~(1) The lease or a short form thereof is recorded in the clerk's office~~ a) The lease, a short form or a memorandum of the lease that contains the specific language set forth in the lease prohibiting such liability is recorded in the official records of the county in which the premises are located prior to the recording of a notice of commencement for improvements to the premises that are the subject of the lease and the terms of the lease expressly prohibit such liability; or

~~(2b) All~~ The terms of the lease expressly prohibit such liability and a notice advising that leases ~~entered into by a lessor~~ for the rental of premises on a parcel of land prohibit such liability ~~and a notice which sets forth the following is~~ has been recorded ~~by the lessor~~ in the ~~public~~ official records of the county in which the parcel of land is located prior to the recording of a notice of commencement for improvements to the premises that are the subject of the lease and the notice sets forth the following:

~~(a)~~ 1) The name of the lessor.

~~(b)~~ 2) The legal description of the parcel of land to which the notice applies.

~~(e) The specific language contained in the various leases prohibiting such liability. (d) A statement that all leases entered into for premises on the parcel of land contain the language identified in paragraph (c).~~ 3) A statement that all leases for premises on the parcel of land expressly prohibit such liability or, if some leases do not prohibit such liability, an identification of the specific leases that do not prohibit such liability. The notice shall still be effective and the lessor's interest in a premises on the parcel of land shall not be subject to liens for improvements made by the lessee of such premises even if all of the leases for all of the premises on the parcel of land do not contain language prohibiting such liability or the language prohibiting such liability varies in the various leases so long as:

(i) the lease for the specific premises as to which a lien could otherwise be claimed against the lessor's interest expresses the intention that the interest of the lessor shall not be subject to liens for improvements made by the lessee; and

(ii) the leases that do not prohibit such liability are identified in the notice.

The lessor may amend the notice from time to time to revise the list of leases that do not prohibit such liability. Any such amendment will be effective as of the date it is recorded and shall not be effective as to any improvements performed under a notice of commencement that is recorded before the amendment.

Creditors secured by or subsequent purchasers of an interest in the affected parcel, for a valuable consideration and without notice, may rely on the accuracy and correctness of the recorded notice as of the time they acquired the affected interest. No person shall have a duty to inquire into the terms of any lease affecting the parcel as a condition to relying on the recorded notice. If a lessor willfully misstates the facts in any notice, any lienor who is materially prejudiced by the misstatement in perfecting lien rights against the lessor has a cause of action against the lessor for his or her damages sustained thereby in the amount that the lienor would have been otherwise able to establish as a construction lien against the lessor's interest provided such lienor is otherwise entitled to a lien under this Part I.

A reference in the recorded notice to specific leases which do not prohibit such liability, shall not be construed to constitute actual or constructive notice of such leases or the interests of the named lessees in the parcel, nor place any party on a duty of further inquiry as to the status of such leases or the interests of such lessees. This paragraph shall not be construed to affect the rights of lienors against the interests of the lessors or lessees referred to in the recorded notice.

~~(c) The lessee is a mobile home owner who is leasing a mobile home lot in a mobile home park from the lessor.~~

(3) Any contractor or lienor under contract to furnish improvements being made by a lessee may serve written demand on the lessor for a verified copy of the provision in the lease between such lessee and the lessor prohibiting liability for improvements made by the lessee. The demand must identify the lessee and the premises being improved and must be in a document that is separate from the notice to the owner as provided in Section 713.06(2). The interest of any lessor who does not serve a verified copy of the lease provision within 30 days after demand, or who serves a false or fraudulent copy, shall be subject to a lien under this Part I by the party demanding the verified copy provided such party is (i) otherwise entitled to a lien under this Part I; and (ii) did not otherwise have actual notice that the interest of the lessor is not subject to liens for improvements made by the lessee. The written demand must include the following warning in conspicuous type in substantially the following form:

~~(3) The lessee is a mobile home owner who is leasing a mobile home lot in a mobile home park from the lessor.~~ **WARNING: YOUR FAILURE TO SERVE THE REQUESTED VERIFIED COPY WITHIN 30 DAYS OR THE SERVICE OF A FALSE COPY MAY RESULT IN YOUR PROPERTY BEING SUBJECT TO THE CLAIM OF LIEN OF THE PERSON REQUESTING THE VERIFIED COPY.**

History.--s. 1, ch. 63-135; s. 35, ch. 67-254; s. 1, ch. 85-103; s. 1, ch. 92-148; s. 806, ch. 97-102.

Note.--Former s. 84.101.

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Split/Merged cell	
Padding cell	

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