

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT
July Term 2005

NATIONAL JUDGMENT RECOVERY AGENCY, INC.,
Appellant,

v.

ROBERT D. KEENAN, as Trustee of the K & L Development Land Trust,
CRYSTAL CLEAR WATER, INC., and **RICHARD MEYER**,
Appellees.

No. 4D04-4680

[December 14, 2005]

STEVENSON, C.J.

This is an appeal from a final order setting aside a notice of sheriff's levy and concluding that a judgment lien had expired on any real property owned by the judgment debtors. Because the judgment creditor failed to properly file for an extension of the statutory lien, we affirm.

The facts are relatively straightforward. Robert Keenan, as Trustee of the K & L Development Land Trust, obtained a default judgment against Crystal Clear Water, Inc., and appellee, Richard Meyer, on November 21, 1989. Keenan recorded a certified copy of the judgment in the public records in Broward County on November 29, 1989. On May 4, 2004, Keenan assigned the judgment to appellant, National Judgment Recovery Agency, Inc. On May 11, 2004, approximately 14½ years after the initial recording of the judgment, National simultaneously recorded the assignment of final judgment and re-recorded the judgment in the public records for Broward County. The next day, on May 12, 2004, National levied upon real property owned by Meyer, and a sheriff's sale was set for July 13, 2004. Meyer then filed a "Motion to Set Aside and Dissolve Notice of Sheriff's Levy and Writ of Execution, Cancel Foreclosure Sale, and for a Determination as to Plaintiff's Rights to a Judgment Lien on Real Property." The trial court granted the motion and this appeal followed.

Meyer moved to set aside and dissolve the writ and levy and to cancel the sale on the ground that the applicable version of section 55.10(1),

Florida Statutes, which governed judgment liens from 1989 to 2000, provided that a recorded lien “shall be a lien for a period of 7 years from the date of the recording” and the lien in this case had been recorded in 1989. Pursuant to section 55.10(2), when the seven years had run, the lien could be extended by re-recording it within 90 days. According to a 1993 amendment to section 55.10, however, a lien may not be extended unless an affidavit with the current address of the lienholder is simultaneously recorded. Consequently, when the first seven-year period expired in 1996, Keenan was required to record both the lien and the affidavit with his address. Keenan did neither, and, as a result, the lien was not extended. Meyer argued, and the trial court agreed, that the judgment lien had expired as a matter of law on November 29, 1996, because Keenan did not file a timely request for extension of the lien created by the initial recording of the judgment in 1989. In the final order, the trial court stated:

3. Plaintiff’s judgment lien on any real property of either Defendant expired as a matter of law on or about November 29, 1996, by virtue of Plaintiff failing to timely re-record a certified copy of the judgment and simultaneously record an affidavit with the lienholder’s address prior to the expiration of the initial judgment lien on real property of either or both Defendants.
4. Plaintiff is forthwith forever barred from seeking to execute and/or levy on any real property situated in Broward County, Florida, of Defendant, RICHARD MEYER a/k/a RICHARD B. MEYER, in connection with that certain Final Judgment entered in this case on or about November 21, 1989.

The initial lien in this case arose when the judgment was filed in the Broward County public records in 1989. Section 55.10(1)-(4), Florida Statutes (1989), states:

- (1) A judgment, order, or decree becomes a lien on real estate in any county when a certified copy of it is recorded in the official records or judgment lien record of the county, whichever is maintained at the time of recordation, and it shall be a lien for a period of 7 years from the date of the recording.
- (2) The lien provided for in subsection (1) may be extended for an additional period of 7 years by re-recording a certified copy of the judgment, order, or decree within the 90-day

period preceding the expiration of the lien provided for in subsection (1).

(3) In the event the lien is extended under subsection (2), the lien of the judgment, order, or decree may be further extended by re-recording a certified copy of it within the 90-day period preceding the expiration of the lien provided for in subsection (2).

(4) In no event shall the lien upon real property created by subsections (1), (2), and (3) be extended beyond the period provided for in s. 55.081.

Section 55.081 provides:

Subject to the provisions of s. 55.10, no judgment, order, or decree of any court shall be a lien upon real or personal property within the state after the expiration of 20 years from the date of the entry of such judgment, order, or decree.

When the seven-year period expired in 1996, section 55.10 had been amended to provide that the initial recording of the judgment and any request for extension must be accompanied by the simultaneous filing of an affidavit setting forth the address of the judgment creditor. See § 55.10(1)-(3), Fla. Stat. (1996). By 2001, the legislature had further amended section 55.10 to provide for an initial lien duration of ten years and an extension of another ten years.

The issue in this case is whether a judgment holder may re-record the judgment and obtain a new judgment lien on real property if an initial lien has expired and has not been timely extended in accordance with the statute. “A judgment lien is nothing more than a statutory lien.” *Massey v. Pineapple Orange Co.*, 100 So. 170, 172 (Fla. 1924). “The lien of a judgment or decree upon the lands of the judgment debtor in the county where the judgment was rendered and in other counties exists by virtue of the statutes of the state.” *Id.* at 171. The parties agree that this case is controlled by the language of the statute and that a statute creating judgment liens against real property must be strictly construed. See *Smith v. Venus Condo. Ass’n*, 352 So. 2d 1169, 1170-71 (Fla. 1977); see also *BellSouth Telecomms., Inc. v. Meeks*, 863 So. 2d 287, 290 (Fla. 2003).

The statute does not say that after an initial lien has been allowed to expire, a judgment may be re-recorded, and a new lien obtained; we find this silence deafening in the negative for such a proposition. The clear

statutory language speaks of one lien which may be extended throughout the twenty-year statutory period, not several different and new liens which may spring to life every time the judgment is recorded anew. The statute provides both a mechanism for obtaining a judgment lien on real property and a mechanism for extending that lien.¹ There would be little need for the statute to provide an elaborate scheme for the extension of an initial lien if a judgment creditor could simply record the judgment anew and obtain a new lien after allowing the initial lien to expire. “We are compelled by well-established norms of statutory construction to choose that interpretation of statutes and rules which renders their provisions meaningful. Statutory interpretations that render statutory provisions superfluous ‘are, and should be, disfavored.’” *Johnson v. Feder*, 485 So. 2d 409, 411 (Fla. 1986) (quoting *Patagonia Corp. v. Bd. of Governors of Fed. Reserve Sys.*, 517 F.2d 803, 813 (9th Cir. 1975)).

Accordingly, the final judgment on appeal, holding that the lien in this case had expired, is affirmed. This interpretation of the statute gives meaning to all of its provisions, and consistent with the statutory imperatives, encourages timely processing and careful monitoring of title-clouding judgment liens.

Affirmed.

POLEN and SHAHOOD, JJ., concur.

* * *

Appeal from the Circuit Court for the Seventeenth Judicial Circuit, Broward County; Barry E. Goldstein, Judge; L.T. Case No. 89-3684 CACE.

¹ In order to obtain the initial lien, the certified judgment must be recorded and must contain the address of the person who has a lien as a result of the judgment or an affidavit with such address must be simultaneously recorded with the judgment. See § 55.10(1), Fla. Stat. When obtaining an extension of the lien, a certified copy of the judgment must be re-recorded and an affidavit with the current address of the judgment owner must be simultaneously recorded. See § 55.10(2), Fla. Stat. At the time that the initial lien expired in this case in November 1996, the lien holder was required to file for an extension within 90 days prior to the expiration of the lien or the expiration of an extended lien. See § 55.10(2), Fla. Stat. (1996). This 90-day requirement was subsequently eliminated and, now, in order to obtain an extension, the lien holder may re-record the judgment at any time prior to the expiration of the lien or the expiration of the extended lien. See § 55.10(2), Fla. Stat. (2005).

Mitchell A. Dinkin of Mitchell A. Dinkin, P.A., Delray Beach, for appellant.

Evan B. Klinek of Greenspoon Marder, P.A., Fort Lauderdale, for appellee Richard Meyer.

Victor Lee Huszagh, Tallahassee, for Amicus Curiae Florida Land Title Association, Inc.

Not final until disposition of timely filed motion for rehearing.