

2008 Georgia Lien Law Revisions: Major Changes Coming In 2009¹

S. Gregory Joy
Smith, Currie & Hancock LLP
sgjoy@smithcurrie.com

In 2008, the Georgia Legislature has passed one of, if not the, most sweeping set of changes to the Georgia Mechanics' and Materialmen's Lien Laws in history. Acting on concerns and complaints from various groups interested in the law, the Georgia Senate State Lien Law Defense Study Committee, chaired by Senate Majority Whip Mitch Seabaugh, studied changes in the law. Aided by an advisory committee drawn from representatives of various groups throughout Georgia affected by the lien law, the Study Committee recommended a number of changes to address various complaints regarding the lien statutes and to make procedural changes that could minimize some of the procedural pitfalls that could undermine an otherwise valid lien claim. These changes were passed by the Legislature and signed into law by Governor Perdue.

The changes are scheduled to go into effect on March 31, 2009. Until then, the present lien statute applies. Therefore, until March 31, 2009, anyone involved with a lien claim should continue to comply with the lien laws currently in effect. As of March 31, 2009, lien claimants must be careful to follow the new statutory requirements.

Some of the more significant changes to the lien laws effective March 31, 2009 include the following:

¹ This article provides a summary of some of the more important changes to the Georgia Mechanics' and Materialmen's Lien Law effective March 31, 2009 from the 2008 Legislative session. This article is not intended to address every change contained in the new statute and it is recommended that anyone who may be affected by the lien laws review the specific changes and contact their own attorney to discuss the effects of the changes. If you would like to obtain a full copy of the revisions to the Lien Laws, please feel free to contact Gregg Joy at sgjoy@smithcurrie.com.



ATLANTA ▪ CHARLOTTE ▪ FT. LAUDERDALE ▪ LAS VEGAS ▪
TALLAHASSEE ▪ WASHINGTON, DC
ATLANTA PHONE: (404) 521-3800

1) Changes to Notice to Contractor Procedures

Subcontractors and suppliers who do not have a direct contract with the general contractor are presently required to provide to the owner and general contractor a notice to contractor if a proper notice of commencement has been recorded. The existing statute indicates that the notice is to be “given” but the term “given” is not defined. The revised statute will specifically require the notice to be sent by certified mail, registered mail or statutory overnight delivery (such as U. S. Postal Service Express Mail or UPS or FedEx overnight service) to the owner or agent of the owner and the contractor.

2) Deadline for Lien Filing

The deadline for filing a lien will change from 3 months from the last date lienable materials, labor or services were provided to the project to 90 days from the last date lienable materials, labor or services were provided. Many lien claimants have assumed previously that the time period was 90 days, which, in some cases created problems for lien claimants if a 3 month time period did not include a full 90 days. (For example if work was completed in February in a non-leap year the time period could be 89 days.) This change could also shorten the time to file a lien if the 3 month time period included 2 months with 31 days in each month. This change was part of an overall movement away from calculating time periods under the lien laws in months and toward using days.

Additionally, the statute now specifically provides that the date the claim became due “is the same as the last date the labor, services, or materials were supplied to the premises”. While this presumably does not change the date from which liens need to be filed, it clarifies that the date the claim became due is the last date that lienable labor, materials or services were provided.

3) Revised Method for Calculating Time Periods

The revisions will change the method for calculating time periods so that if a deadline falls on a weekend or holiday, the time period will be extended to the next day that is not a weekend or holiday. In the past, some lien claimants have assumed that if the last day for filing a lien or other deadline in the lien statute fell on a weekend or holiday then the time period would automatically extend to the next business day. However, the Georgia Supreme Court has held that the time does not extend to the next business day as the statute is now written. This change will extend those deadlines to the next day that is not a weekend or holiday.

4) New Required Language on the Claim of Lien

A claim of lien filed after March 31, 2009 will need to include the following statement in at least 12 point bold type:

“This claim of lien expires and is void 395 days from the date of filing of the claim of lien if no notice of commencement of lien action is filed in that time period.”

Additionally, the lien claimant needs to include on the lien a specific notice that the owner has the right to contest a lien.

Failure to include these notices and statements in the claim of lien will render the lien invalid.

5) **Changes to Requirements for Mailing Claims of Lien**

Under the present statute, a lien claimant is to mail a copy of its claim of lien by registered or certified mail or statutory overnight delivery to the owner or the general contractor as agent of the owner “at the time” the lien is filed. There has been some confusion as to whether this means the copy of the claim of lien has to be mailed on the same day it is filed. The revised statute requires that a true and accurate copy of the claim of lien be sent by registered or certified mail or by statutory overnight delivery to the property owner within 2 business days after the claim of lien is filed. If the owner is an entity registered with the Georgia Secretary of State then the claim of lien may be sent to the entity’s address or its registered agent’s address as listed with the Georgia Secretary of State. If the owner’s address cannot be found then the lien copy may be sent to the general contractor by registered or certified mail or statutory overnight service within 2 business days of filing. Additionally, the revised statute provides that if a notice of commencement has been filed on the project then a copy of the claim of lien must also be sent to the general contractor identified in the notice of commencement. As a precaution, it is advisable for the lien claimant to send a copy of the lien to the owner *and* the general contractor in all circumstances to avoid potential problems.

6) **Time for Filing a “Lien Action”**

Under the existing lien law, the lawsuit (or a proof of claim in an appropriate bankruptcy situation) must be filed within 12 months after the last lienable labor, materials or services were provided by the lien claimant to the construction project. The revised statute provides that a “lien action” needs to be commenced within 365 days after the claim of lien was filed. This change will add greater certainty as to the deadline for filing the lawsuit because disputes often arise about when the last lienable labor, materials or services were provided. There should be less dispute as to when the claim of lien was filed with the clerk of the applicable superior court. Additionally, the change will in almost all cases extend the time that the lien claimant has to file its lien action because liens are generally filed after the last day of work. (In fact, liens filed before the last lienable labor, materials or services are provided are considered premature.)

The revised law’s use of the term “lien action” also broadens the scope of dispute procedures that can be used to satisfy the requirement for filing to enforce the lien claim. While the existing statute requires the filing of a lawsuit or a proof of claim

in an appropriate bankruptcy case, the definition of “lien action” includes lawsuits, proofs of claim in bankruptcy and binding arbitration proceedings that are often required by construction contracts and/or subcontracts. Therefore, the filing of a demand for arbitration in a binding arbitration process will constitute commencement of a lien action beginning March 31, 2009.

7) Time for Filing Notice of the “Lien Action”

The time for providing notice of the lien action will also change on March 31, 2009. Now, a lien claimant’s lawyer must file a notice of commencement of the lawsuit or the filing of the proof of claim within 14 days after the lawsuit or proof of claim is filed. The revisions will extend the time for filing a notice of the lien action to 30 days after the lien action is filed.

8) Changes to the Interim and Final Lien Waiver Forms

The existing lien law contains statutory forms for the “Interim Waiver and Release Upon Payment” (“interim waiver”) and the “Waiver and Release Upon Final Payment” (“final waiver”). The revised statute modifies these statutory forms:

- The revised law will modify the interim waiver form to include a release of “any rights against any labor and/or material bond” as well as lien rights up to the date of the waiver. Previously, the interim waiver form did not include a waiver of bond rights while the final waiver form did include such a waiver. This change makes the forms consistent in applying waivers of both lien and bond rights.
- The existing lien law regarding final waivers was somewhat unclear as to whether the waiver was conclusive and could not be withdrawn as indicated by notice language required at the bottom of the waiver form or whether it could be withdrawn as indicated elsewhere in the statute. The revised law makes clear that the final waiver is conditional just as the interim waiver is conditional and either waiver may be withdrawn by the filing of an affidavit of nonpayment or a lien in appropriate circumstances as discussed below.
- The existing lien statute allows for an interim waiver and (apparently a final waiver) to be withdrawn within 30 days after the waiver is executed by the filing of an affidavit of nonpayment in the property records or the filing of a claim of lien if a claim of lien is appropriate at that time (i.e., the last lienable work has been performed). Since payments are often not received within 30 days after a waiver is provided, the revisions extend the time for the filing of an affidavit of nonpayment or lien (in appropriate circumstances) to 60 days after either type of lien waiver is provided. Beginning March 31, 2009, if the lien waiver is not withdrawn within the 60 day period, the party providing the waiver is deemed to have been paid and the lien waiver cannot be withdrawn after that time even if payment has not been made.

- The statutory waiver forms contain new notice language changing the notice language called for in the existing statute. Now notices are required on the bottom of the interim waiver and the final waiver indicating that the waiver will be effective 60 days after the date of the waiver unless the affidavit of nonpayment or a claim of lien is filed within the 60 day period.
- The lien law revisions require the waivers to be in substantially the form set out in the statute and in all caps, bold and at least 12 point type.

9) Changes Regarding Affidavits of Nonpayment

Under the existing law, the affidavit of nonpayment can be used to withdraw a lien waiver where the claimant has not been paid as called for in the waiver. The lien law revisions change the requirements regarding affidavits of nonpayment in several ways:

- As discussed above, the revised laws will require that the affidavit be filed in the property records where the project is located within 60 days of the date of the lien waiver instead of 30 days as presently required.
- The revisions apparently add language at the bottom of the affidavit of nonpayment form requiring the party filing the affidavit to send a copy of the affidavit to the owner by certified or registered mail or statutory overnight delivery within 7 days of the filing of the affidavit. If the filing party does not have a contract with the owner and a notice of commencement has been filed then the filer must send a copy of the affidavit to the contractor at the address shown on the notice of commencement.
- The affidavit of nonpayment must be in all caps, bold and at least 12 point type.

10) Changes to the Lien Discharge Bond

The existing law allows for the filing of a lien discharge bond to remove the lien from the property and place responsibility for addressing the lien on the principal and surety providing the bond. The revised statute will require that the party providing the bond send a copy of the bond by registered or certified mail or statutory overnight delivery to the lien claimant at the address stated on the claim of lien or, if no address is stated for the lien claimant, to the person filing the claim of lien as shown on the lien at the address indicated on the claim of lien. If the bond is filed by the contractor then a copy of the bond is to be provided to the owner. However, the failure to provide that notice and a copy of the bond will not invalidate the bond itself.

11) New Notice of Contest of Lien

Some property owners and developers have sought ways to remove or at least challenge liens that they believe are improper or which they want resolved more quickly than the existing statute would allow. The revised statute will permit an owner or contractor to attempt to shorten the time for enforcing a lien claim by the filing of a notice of contest of lien. An owner, owner's agent, contractor or contractor's agent who believes that the lien is invalid or who does not want to wait to challenge a lien until the lien claimant brings its own lien action can file a notice of contest of lien at any time after the claim of lien is filed and demand that the lien claimant file its lien action within 60 days after receipt of the notice of contest. If the lien claimant fails to file its lien action within that time and give the notice of filing the lien action within 30 days after filing the action, the lien will be invalid and unenforceable. This change permits an owner or contractor to shorten significantly the time period that a lien claimant has to pursue its lien action or risk the loss of its lien rights.

Final Comment:

Until March 31, 2009, persons or entities involved with lien claims must be careful to follow the existing lien law, and those persons or entities should familiarize themselves with the changes and be prepared to follow strictly the changes beginning March 31, 2009. While the lien law revisions may be subject to interpretation by the courts, it should be presumed that the courts will continue to construe strictly the lien statute after the revisions just as they have historically done under the existing laws. Therefore, it is important for any entity dealing with liens to follow carefully the specific requirements of the lien statutes before and after the revisions go into effect.

NOTICE OF COMMENCEMENT

TO: CLERK OF THE SUPERIOR COURT OF _____ COUNTY, GEORGIA

Pursuant to O.C.G.A. § 44-14-361.5(b), the owner, agent of the owner, or contractor named below gives Notice of Commencement of improvements to property not later than 15 days after the physical commencement of work on the property by providing the following information:

1. Name, address, and telephone number of the contractor:

2. Name and location of the project and legal description of the property (attached as Exhibit A if necessary):

3. Name and address of the true owner of the property:

4. Name and address of the person, other than the owner, at whose instance the improvements are being made, if not the true owner of the property:

5. Name and address of the surety for the performance and payment bonds, if any:

6. Name and address of the construction lender, if any:

(Owner, Agent of Owner or Contractor)

(Designation as Owner, Agent of Owner or Contractor)

Date _____

NOTICE TO CONTRACTOR

TO: CONTRACTOR

TO: OWNER

and

(Name and address of contractor)

(Name and address of owner or agent of owner)

Pursuant to O.C.G.A. § 44-14-361.5(a) and (e), this Notice to Contractor is given by (name of company or person with subcontract or purchase order) to the owner or agent of the owner and to the contractor within 30 days from the filing of the Notice of Commencement or 30 days following the first delivery of labor, services, or materials to the property.

1. FROM: Name, address and telephone number of the person providing labor, services, or materials:

2. Name and address of each person at whose instance the labor, services, or materials are being furnished:

3. Name of the project and location of the project set forth in Notice of Commencement:

4. Description of labor, services or materials being provided:

5. If known, the contract price, anticipated value, or amount claimed to be due, if any:

Date_____

Company Name

By_____
Signature

Print Name

Title

PUBLIC PROJECTS -
LOCAL GOVERNMENT CONTRACTS

NOTICE OF COMMENCEMENT

TO: CLERK OF THE SUPERIOR COURT OF _____ COUNTY, GEORGIA

Pursuant to O.C.G.A. § 36-91-92, the Contractor named below gives Notice of Commencement of work on a public works project not later than 15 days after physically commencing work, including the following information:

1. Name, address, and telephone number of the contractor:
2. Name and location of the public work being constructed or a general description of the improvement:
3. Name and address of the governmental entity that is contracting for the public works construction:
4. Name and address of the surety for the performance and payment bonds, if any:
5. Name and address of the holder of the security deposit:

(Contractor)

Date _____

NOTICE TO CONTRACTOR

TO: CONTRACTOR

(Name and address of contractor)

Pursuant to O.C.G.A. § 36-91-93(a)(2), this Notice to Contractor is given by (name of company or person with subcontract or purchase order) to the contractor named above within 30 days from the filing of the Notice of Commencement or 30 days following the first delivery of labor, materials, machinery or equipment to the project.

1. FROM: Name, address and telephone number of the person providing labor, material, machinery, or equipment:

2. Name and address of each person at whose instance the labor, materials, machinery, or equipment is being furnished:

3. Name and location of the public works construction site:

4. Description of labor, materials, machinery, or equipment being provided:

5. If known, the contract price, anticipated value, or amount claimed to be due, if any:

Date _____

Company Name

By:

Signature

Print Name

Title

PUBLIC PROJECTS -
STATE GOVERNMENT CONTRACTS

NOTICE OF COMMENCEMENT

TO: CLERK OF THE SUPERIOR COURT OF _____ COUNTY, GEORGIA

Pursuant to O.C.G.A. § 13-10-62, the Contractor named below gives Notice of Commencement of work on a public works project not later than 15 days after physically commencing work, including the following information:

1. Name, address, and telephone number of the contractor:

2. Name and location of the public work being constructed or a general description of the improvement:

3. Name and address of the governmental entity that is contracting for the public works construction:

4. Name and address of the surety for the performance and payment bonds, if any:

5. Name and address of the holder of the security deposit:

(Contractor)

Date _____

PUBLIC PROJECTS-
STATE GOVERNMENT CONTRACTS

NOTICE TO CONTRACTOR

TO: CONTRACTOR

(Name and address of contractor)

Pursuant to O.C.G.A. § 13-10-63, this Notice to Contractor is given by (name of company or person with subcontract or purchase order) to the contractor named above within 30 days from the filing of the Notice of Commencement or 30 days following the first delivery of labor, materials, machinery or equipment to the project.

1. FROM: Name, address and telephone number of the person providing labor, material, machinery, or equipment:

2. Name and address of each person at whose instance the labor, materials, machinery, or equipment is being furnished:

3. Name and location of the public works construction site:

4. Description of labor, materials, machinery, or equipment being provided:

5. If known, the contract price, anticipated value, or amount claimed to be due, if any:

Date _____

Company Name

By:

Signature

Print Name

Title

PRELIMINARY NOTICE OF LIEN RIGHTS

TO: Clerk, Superior Court of _____ County, Georgia
Address of Court Clerk
(County in which real estate is located)

RE: Preliminary Notice of Lien Rights of ABC Company

Dear Madam/Sir:

ABC Company, whose address is (claimant's address) and whose phone number is (claimant's phone number), has provided materials, labor, services (whichever is appropriate) which include (describe materials labor or services) for improvements to the real estate located at (describe property), which real estate is owned by (name of owner). The materials, labor, services (whichever is appropriate) was/were provided by ABC Company at the instance of (name of contractor and/or subcontractor) whose address is (contractor's/subcontractor's address).

This preliminary notice of lien rights is being filed by ABC Company pursuant to O.C.G.A. § 44-14-361.3 with the Clerk of the Superior Court of _____ County, Georgia, in which the real estate described above is located, within 30 days after the date ABC Company last delivered materials and/or provided labor or services (for which a lien can be claimed) in connection with improvements on the real estate described above. ABC Company requests that this preliminary notice of lien rights be filed in the records of the Superior Court of _____ County maintained for this purpose.

This _____ day of _____, 20____.

Respectfully submitted by:

ABC COMPANY

By: _____
Signature
Title

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____ (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____, AND IS OWNED BY _____ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.) UPON THE RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.
GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, ____.

_____(SEAL)

(WITNESS)

(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____ (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____, AND IS OWNED BY _____ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

GIVEN UNDER HAND AND SEAL THIS _____ DAY OF _____, ____.

_____(SEAL)

(WITNESS)

(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

AFFIDAVIT OF NONPAYMENT UNDER O.C.G.A. SECTION 44-14-366

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____ (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____, AND IS OWNED BY _____ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.) PURSUANT TO O.C.G.A. SECTION 44-14-366 THE UNDERSIGNED EXECUTED A LIEN WAIVER AND RELEASE WITH RESPECT TO THIS PROPERTY DATED _____, _____. THE AMOUNT SET FORTH IN SAID WAIVER AND RELEASE (\$_____) HAS NOT BEEN PAID, AND THE UNDERSIGNED HEREBY GIVES NOTICE OF SUCH NONPAYMENT.

THE ABOVE FACTS ARE SWORN TRUE AND CORRECT BY THE UNDERSIGNED, THIS _____ DAY OF _____, _____.

_____(SEAL)
CLAIMANT'S SIGNATURE

SWORN TO AND EXECUTED
IN THE PRESENCE OF:

WITNESS

NOTARY PUBLIC

WITHIN SEVEN DAYS OF FILING THIS AFFIDAVIT OF NONPAYMENT, THE FILING PARTY SHALL SEND A COPY OF THE AFFIDAVIT BY REGISTERED OR CERTIFIED MAIL OR STATUTORY OVERNIGHT DELIVERY TO THE OWNER OF THE PROPERTY. IF THE FILING PARTY IS NOT IN PRIVITY OF CONTRACT WITH THE PROPERTY OWNER AND A NOTICE OF COMMENCEMENT IS FILED FOR THE IMPROVEMENT ON THE PROPERTY FOR WHICH THE FILING PARTY'S LABOR, SERVICES, OR MATERIALS WERE FURNISHED, A COPY OF THE AFFIDAVIT SHALL BE SENT TO THE CONTRACTOR AT THE ADDRESS SHOWN ON THE NOTICE OF COMMENCEMENT. WHENEVER THE OWNER OF

THE PROPERTY IS AN ENTITY ON FILE WITH THE SECRETARY OF STATE'S CORPORATIONS DIVISION, SENDING A COPY OF THE LIEN TO THE COMPANY'S ADDRESS OR THE REGISTERED AGENT'S ADDRESS ON FILE WITH THE SECRETARY OF STATE SHALL BE DEEMED SUFFICIENT.

NOTICE OF CONTEST OF LIEN

TO: [NAME AND ADDRESS OF LIEN CLAIMANT]

YOU ARE NOTIFIED THAT THE UNDERSIGNED CONTESTS THE CLAIM OF LIEN FILED BY YOU ON _____ 20____, AND RECORDED IN _____ BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF _____ COUNTY, GEORGIA, AGAINST PROPERTY OWNED BY _____, AND THAT THE TIME WITHIN WHICH YOU MAY COMMENCE A LIEN ACTION TO ENFORCE YOUR LIEN IS LIMITED TO 60 DAYS FROM RECEIPT OF THIS NOTICE. THIS _____ DAY OF _____, 20__.

THIS ABOVE-REFERENCED LIEN WILL EXPIRE AND BE VOID IF YOU DO NOT: (1) COMMENCE A LIEN ACTION FOR RECOVERY OF THE AMOUNT OF THE LIEN CLAIM PURSUANT TO O.C.G.A. SECTION 44-14-361.1 WITHIN 60 DAYS FROM RECEIPT OF THIS NOTICE; AND (2) FILE A NOTICE OF COMMENCEMENT OF LIEN ACTION WITHIN 30 DAYS OF FILING THE ABOVE-REFERENCED LIEN ACTION.

**SIGNED: _____
(OWNER, CONTRACTOR, AGENT OR ATTORNEY)**