Dobson & Vines

ATTORNEYS AT LAW · LITTLE ROCK, ARKANSAS

dobsonvines.com

Arkansas Mechanics' & Materialmen's Liens

A practical guide to securing payment on Arkansas construction projects.

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FROM THE FIRM

To the Reader

This publication is intended to be a practical guide to preparing and filing construction liens in Arkansas, known in the statutes as Mechanics' and Materialmen's Liens. It is written for construction-industry participants, the professionals who advise them, and anyone who needs the lien process to secure payment for unpaid and qualifying construction work.

Arkansas amends these statutes periodically, and its courts interpret them regularly. The citations here are current only for the edition shown at the beginning. We will attempt to update the guide as the law changes, but you should confirm the current state of the law, with us or another knowledgeable lawyer, before acting on a specific project.

This guide is not legal advice. Filing a construction lien involves detailed, and often unforgiving, requirements, and a misstep can invalidate a lien. There are also nuances beyond the scope of this guide. If you are not experienced with Arkansas lien law, we encourage you to seek the advice of an attorney.

We hope it serves as a useful resource to our clients, fellow practitioners, and to the Arkansas construction industry, and we welcome your questions, feedback, and corrections.

Yours truly,

Dobson & Vines, PLLC

Allen C. Dobson

J. Andrew Vines

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PREFACE

How to Use this Guide

This guide is built to work from, not just to read. It opens with an overview of the process, then the threshold questions (e.g., do you have a lien right at all?), then the heart of it: the Notice and Deadline System, which walks every notice and filing in the order you have to meet them, with the required form set beside the step that uses it. After that come contesting, foreclosing, and closing out (releasing the lien of record once you are paid, which Arkansas law requires within ten days); a set of role-based checklists you can run on a live project; and a library of the forms.

Two online companion tools give you quick access to the same deadlines when you do not need the full guide: the Jobsite Playbook, a color-coded quick scan, and the Lien Clock, which computes each deadline from your project dates. One caution runs through all of it: Arkansas courts require *strict* compliance, and the deadlines are unforgiving. If you miss a single link in the chain, the lien is void.

Where applicable, citations to the Arkansas Mechanics' and Materialmen's Lien law (Ark. Code Ann. § 18-44-101 *et seq*.) are included for reference.

OVERVIEW

The Lien Process at a Glance

Residential projects start with the Pre-Work Notice. Commercial projects start with the 75-Day Notice. Every claim ends the same way: file within 120 days, foreclose within 15 months, and record a Release of Lien when you are paid.

Before work begins

RESIDENTIAL · CONTRACTOR

§ 18–44–115

Step 1 · Pre-Work Notice

On residential projects (four units or fewer), give the owner, the owner's authorized agent, or the owner's registered agent the exact statutory warning (Attachment A) before you commence work (§§ 18-44-106 and -107 define "owner" and "contractor"). Deliver it personally, send it by certified mail (no signature required), or incorporate it into the signed contract. Given by the contractor before work begins, it covers every later claimant, including subcontractors, laborers, and suppliers. Two exceptions and one limit on that coverage are set out under "Who must give notice" in Part II.

MISS IT: NO LIEN | EXCEPTIONS: BOND OR DIRECT SALE

Form: Attachment A →

Within 75 days

COMMERCIAL · SUB / SUPPLIER

§ 18–44–115

Step 2 · 75-Day Notice

On commercial real estate (any nonresidential property, or residential property with five or more units), serve the owner and the contractor within 75 days of your last labor or materials provided. This notice (commonly called the "75-Day Notice") must state that you are currently entitled to payment and have not been paid. It describes the labor, service, or materials and the amount due and unpaid, gives your name and address and the name of the person who contracted to purchase them, identifies the job site, and includes the Attachment B language. Subcontractors, service providers, material suppliers, and laborers all owe this notice (see Part II).

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MUST BE SERVED ON OWNER + CONTRACTOR

Form: Attachment B →

10 days before filing

ALL PROJECTS

§ 18–44–114

Step 3 · 10-Day Notice

Before you file a lien, give the owner at least ten days' notice, stating that you hold a claim against the improvement, the amount due, and from whom it is due. Keep verified proof of delivery. This notice is required on every project, residential and commercial alike.

Within 120 days

OF LAST WORK / SUBSTANTIAL COMPLETION

§ 18–44–117

Step 4 · File the Lien

File a verified lien with the circuit clerk of the county where the property sits, within 120 days of your last labor or materials (for contractors, substantial completion). Include a correct legal description of the property, an accounting of the amount due after all credits, and proof of every required notice. The recording fee is $15 for the first page and $5 for each additional page.

A STREET ADDRESS VOIDS THE LIEN

Form: Attachment C →

Within 15 months

OF FILING THE LIEN

§§ 18–44–119, –128

Step 5 · Foreclose

Enforce the lien by filing suit and a lis pendens within fifteen months of recording. Miss the fifteen-month deadline and the lien is void by operation of law. Winning alone does not earn you a fee: to recover one, first serve notice of the filed lien on the owner by one of the service methods the 75-day notice allows, then go twenty days unpaid, and only then sue. If instead the owner prevails, the owner is allowed a reasonable fee against you.

MISS IT: LIEN VOID

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Do You Have a Lien Right?

What a mechanics' or materialmen's lien is

It is a claim created by statute to secure payment for the value of work performed or materials furnished in building, improving, or repairing a structure. In plain terms, it attaches your unpaid claim to the improved real estate itself, and it can be enforced by a sale of the property if it is not paid.

Who is entitled to a lien

Every contractor, subcontractor, or material supplier who furnishes labor, services, material, fixtures, or machinery to improve or repair real estate under a contract with the owner, the contractor, a subcontractor, or their agent. Certain design professionals (architects, engineers, surveyors, and the like) have parallel lien rights.

§§ 18–44–101, –105

"Residential contractor" reaches further than you expect

On residential work the pre-work notice is the residential contractor's duty (Step 1), and the lien statutes do not define "residential contractor." The Arkansas Court of Appeals has read it broadly. It has held that a company that contracted for a fixed price to install a backyard swimming pool was a residential contractor required to give the notice, because the pool was a structure appurtenant to the family's property, rejecting the argument that only work on the dwelling itself counts. If you contract directly with a homeowner, assume the notice applies to you, even if you do not think of yourself as a home-builder. Pool installers, landscapers, and similar trades are potentially covered.

§§ 18–44–107, –115; § 17–25–502

What the lien covers

The building or improvement and the land it sits on, up to one acre, including the unimproved part of that land, but only to the extent of the owner's interest. The "owner" is whoever holds

legal title and any person for whose immediate use, enjoyment, or benefit the improvement is made.

§§ 18-44-101, -102, -106

The requirements to assert a lien

Four things have to be true. Confirm them before you assert a lien.

A CONTRACT EXISTS

Written or verbal, between the owner and the contractor, or between the contractor and a subcontractor, laborer, or supplier.

STRICT COMPLIANCE

Every statutory step, including the notices, is followed strictly. Substantial compliance is generally insufficient.

NOT A PUBLIC PROJECT

Public works are not lienable. A statutory payment bond stands in for the lien on public projects of more than $50,000.

§ 18-44-503

MATERIALS ACTUALLY USED

A supplier must be able to prove its materials were used in the improvement.

> Get the legal description before you sign. The lien must carry a correct legal description of the property, and a street address will not do (Step 4). Pull it from the deed, the title work, or the county recorder or assessor at the front of the job and keep it in the project file. By the time you need it, the only people who have it may be the people you are in a dispute with.

Public projects: the bond track

Because public works are not lienable, an unpaid claimant on a public job pursues the statutory bond instead. On a public construction contract of more than $50,000 the contractor must

furnish a payment bond for the full contract amount, covering claims for labor and materials, and must file it with the circuit clerk of the county where the work is performed before construction begins. You can obtain a copy from that clerk; confirm the bond is on file before you contract. The bond carries its own deadlines, and they are shorter than the lien deadlines. Your claim for unpaid labor or materials is a claim on the *payment* bond, and suit on it must be brought within one year of the earlier of final payment or the contractor's ceasing work. (A claim on a performance bond runs two years, but that is not the bond your payment claim rides on; do not plan around the longer time frame.) If you have no contract with the contractor that furnished the bond, you must give that contractor and its surety written notice within ninety days of your last labor or materials *before* you sue; it is a condition of the suit, not merely a deadline.

§§ 18-44-503, -506, -507, -508

The Notice & Deadline System

The lien is a sequence of notices and filings, each with its own deadline. Start by identifying your project and your role; the guide then walks you through every notice and filing in order. The two companion tools below work the same deadlines faster when you do not need the full guide.

Companion tools

Two faster ways to work the same deadlines, for when you do not need the full guide.

📋 **Jobsite Playbook · quick scan** ⏱️ **Deadline Calculator · your dates**

Start here: what kind of project is it?

RESIDENTIAL · 4 UNITS OR FEWER

A **Pre-Work Notice** (also known as the "Important Notice to Owner") must reach the owner *before* work begins. The general contractor gives it; if it does not, a subcontractor or supplier may.

→ Begin at Step 1

COMMERCIAL · NONRESIDENTIAL, OR 5 OR MORE UNITS

No pre-work notice. Subcontractors, service providers, suppliers, and laborers instead give a **75-Day Notice** after their last work.

→ Begin at Step 2

Before work begins

RESIDENTIAL · CONTRACTOR

§ 18–44–115

Step 1 · Pre-Work Notice

On residential projects (four units or fewer), give the owner, the owner's authorized agent, or the owner's registered agent the exact statutory warning (Attachment A) before you commence work (§§ 18-44-106 and -107 define "owner" and "contractor"). Deliver it personally, send it by certified mail (no signature required), or incorporate it

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into the signed contract. Given by the contractor before work begins, it covers every later claimant, including subcontractors, laborers, and suppliers. Two exceptions and one limit on that coverage are set out under “Who must give notice” in Part II.

CONSEQUENCE IF MISSED

A residential contractor who does not give this notice loses its right to lien, and commits a violation punishable by a fine of up to $1,000. Subcontractors, laborers, and suppliers lose the lien only if the owner never received the notice from anyone; one copy, from any claimant, protects them all. The current rule bars the lien only, not a suit for the unpaid contract balance, and Arkansas appellate courts have applied that softened rule retroactively, so a claim on the contract generally survives.

MISS IT: NO LIEN | EXCEPTIONS: BOND OR DIRECT SALE

Form: Attachment A →

Within 75 days

COMMERCIAL · SUB / SUPPLIER

§ 18–44–115

Step 2 · 75-Day Notice

On commercial real estate (any nonresidential property, or residential property with five or more units), serve the owner and the contractor within 75 days of your last labor or materials provided. This notice (commonly called the “75-Day Notice”) must state that you are currently entitled to payment and have not been paid. It describes the labor, service, or materials and the amount due and unpaid, gives your name and address and the name of the person who contracted to purchase them, identifies the job site, and includes the Attachment B language. Subcontractors, service providers, material suppliers, and laborers all owe this notice (see Part II).

MUST BE SERVED ON OWNER + CONTRACTOR

Form: Attachment B →

10 days before filing

ALL PROJECTS

Step 3 · 10-Day Notice

§ 18–44–114

Before you file a lien, give the owner at least ten days' notice, stating that you hold a claim against the improvement, the amount due, and from whom it is due. Keep verified proof of delivery. This notice is required on every project, residential and commercial alike.

Within 120 days

OF LAST WORK / SUBSTANTIAL COMPLETION

§ 18–44–117

Step 4 · File the Lien

File a verified lien with the circuit clerk of the county where the property sits, within 120 days of your last labor or materials (for contractors, substantial completion). Include a correct legal description of the property, an accounting of the amount due after all credits, and proof of every required notice. The recording fee is $15 for the first page and $5 for each additional page.

> CONSEQUENCE IF MISSED
>
> The lien must contain a correct legal description of the property. A street address is not a correct description, and Arkansas appellate courts have held that a description so broad it cannot identify the improved area fails for the same reason.

A STREET ADDRESS VOIDS THE LIEN

Form: Attachment C →

Within 15 months

OF FILING THE LIEN

§§ 18–44–119, –128

Step 5 · Foreclose

Enforce the lien by filing suit and a lis pendens within fifteen months of recording. Miss the fifteen-month deadline and the lien is void by operation of law. Winning alone does not earn you a fee: to recover one, first serve notice of the filed lien on the owner by one of the service methods the 75-day notice allows, then go twenty days unpaid, and only then sue. If instead the owner prevails, the owner is allowed a reasonable fee against you.

> CONSEQUENCE IF MISSED
>
> The fifteen-month deadline is hard: if the claimant does not file suit and a lis pendens by then, the lien is void by operation of law. The fee is separate and can be lost without losing the lien: the claimant's fee depends on notice of the filed lien and the twenty-day wait, so infor-

> mal notice, or suing before the twenty days run, forfeits it. Those twenty days must also fit inside the fifteen months.

MISS IT: LIEN VOID

Who must give notice, and when the requirement drops out

On commercial real estate the 75-Day Notice is owed by subcontractors, material suppliers, laborers, and service providers. A "service provider" is an architect, engineer, surveyor, appraiser, landscaper, abstractor, or title insurance agent. Those trades hold lien rights of their own, so they carry the notice duty that conditions them.

§ 18–44–115

On residential work, two exceptions remove the pre-work notice requirement altogether: the residential contractor supplies *both* a performance and a payment bond, or the transaction is a direct sale to the property owner. A sale is direct only if the owner orders the materials or services from the claimant and the claimant is neither a home improvement contractor nor a residential building contractor as those terms are defined in the licensing statute.

§ 18–44–115(a)(8); § 17–25–502

> One limit on shared coverage. A pre-work notice the general contractor gives before work begins protects every later claimant. But if you rely instead on a notice another claimant gave *after* the project commenced, your lien secures only the labor, materials, and services you supplied after that notice took effect. If you arrive mid-project and no notice went out before work started, send your own before you begin.

How to serve the notices

The 75-day and 10-day notices carry service rules that must be strictly followed. Service must be made by a process server, by certified mail (return receipt requested, delivery restricted to the owner or the owner's agent), or by a package-delivery company to a place where the owner keeps an office, does business, or resides. The 10-day notice may also be served by any person who would be a competent witness, which the 75-day notice does not allow. The 75-day notice must reach both the owner and the contractor. For both notices, service by mail is complete when mailed, so the deadline is measured to the mailing, not to delivery.

§§ 18–44–114, –115

If you cannot serve the owner at all, there is a filing route. Where the owner is not an Arkansas resident, keeps no agent in the county, lives in a different Arkansas county, or is concealing or has absconded, you may file the notice with the county recorder of deeds, and that filing has the same effect as service. The recorder's certified copy is received in court as evidence of service.

If certified mail is refused or unclaimed, immediately send a copy by first-class mail. The unopened original is then accepted as proof of service as of its postmark date. Keep every green card, affidavit, and delivery record; you will attach proof of each notice to the lien itself.

Contesting, Foreclosing, and Releasing the Lien

Contesting the lien

An owner (or another interested party) has two ways to challenge a lien. One is to file a bond with the circuit clerk in the amount of the lien and serve it on the claimant; the bond stands good for the amount later established in a foreclosure suit. The other is to file a separate civil action challenging whether the lien was filed in the required form or whether the required notices were given. A lien contest is expedited on the court's calendar, and the prevailing party is entitled to a reasonable attorney's fee and the costs of the protest.

§ 18-44-118

Foreclosing on the lien

Foreclosure is a lawsuit, subject to the same rules of venue, procedure, and evidence as any other. Two requirements are specific to liens: the lawsuit and a lis pendens must be filed within fifteen months of recording the lien, and the complaint must allege the facts necessary to secure the lien and describe the property. Failure to meet the fifteen-month deadline will make the lien void. Arkansas appellate courts interpret that deadline strictly; a narrow relaxation of the deadline exists only where a proper lawsuit was filed within the original 120-day window.

§§ 18-44-119, -122, -123; § 16-59-101

Bring in the necessary parties. Those who contracted and other persons interested in the property may be made parties, and anyone left out is not bound by the result. If someone other than the contractor filed the lien, the contractor generally must pay to defend the suit, and the owner may deduct what it pays in judgment and costs from what it owes the contractor. Attorney's fees run both ways in a foreclosure. A claimant who gave notice of its filed lien *by one of the service methods the 75-day notice allows*, went unpaid for twenty days after that notice, had to sue, and won is allowed a reasonable fee; but if the owner is the prevailing party, the owner is allowed fees instead. Informal notice forfeits the fee.

§§ 18-44-123, -124, -128

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Claimant obligations upon payment

Once the amounts owing are paid, the lien claimant must enter satisfaction of the lien of record with the same circuit clerk that recorded it, using a Release of Lien (Attachment D). File it within ten days of payment. A claimant who refuses or neglects to do so for ten days after payment is liable to anyone injured by the delay for the amount of the injury and the costs of suit.

§ 18–44–131

> If you are the one holding the owner's money, a separate criminal statute applies. A contractor, subcontractor, or supplier who knowingly takes payment of the contract price and does not apply it to liens it knows about, intending to leave the owner paid but still encumbered, commits a criminal offense. Intent to defraud is a real element and the state carries the burden of proving it; Arkansas courts have let a contractor show that insolvency rather than fraud caused the failure. Pay your subcontractors and suppliers out of the draw.

TOOLKIT

The Operational Checklist

Consult these for a live project. Start by fixing the project type, then work the punch list for your role. The forms each step calls for are in the Forms Library that follows.

RESIDENTIAL CONTRACTOR · PRE-WORK PUNCH LIST — **STEP 01**

☐	*Before you sign:* obtain the property's legal description (deed, title work, or the county recorder or assessor) and keep it in the project file. A street address will not support a lien.	§ 18–44–117
☐	Confirm the project is residential (four units or fewer).	§ 17–25–502
☐	Serve the Attachment A notice on the owner or the owner's agent *before* work starts.	§ 18–44–115
☐	Choose delivery: personal (owner signs), certified mail (no signature), or incorporate into the signed contract.	§ 18–44–115
☐	Keep proof of delivery until the job is closed out and paid. If you file a lien, keep it until the fifteen-month foreclosure window has run and any suit is concluded; a copy of each notice and its proof of service must be attached to the lien.	§ 18–44–117
☐	If the general contractor fails to provide the notice, a sub or supplier can still protect its work by sending the notice before their own work begins.	§ 18–44–115

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COMMERCIAL SUB / SUPPLIER · 75-DAY PUNCH LIST — STEP 02

☐	*Before you sign:* obtain the property's legal description (deed, title work, or the county recorder or assessor) and keep it in the project file. A street address will not support a lien.	§ 18–44–117
☐	Confirm the project is commercial: any nonresidential property, or residential property with five or more units.	§ 18–44–115
☐	Prepare the 75-Day Notice before 75 days run from your last provision of labor or materials. Start no later than day 60 after that last work; the clock runs from the work, not from the unpaid invoice.	§ 18–44–115
☐	State that you are currently entitled to payment and have not been paid.	§ 18–44–115
☐	Include a general description of the labor, services, or materials and the amount due and unpaid; your name *and* address; the name of the person who contracted to purchase the labor, services, or materials; and a job-site description sufficient to identify it.	§ 18–44–115
☐	Add the Attachment B language.	§ 18–44–115
☐	Serve the owner *and* the contractor by process server, certified mail (return receipt, restricted delivery), or a package-delivery company.	§ 18–44–115
☐	If certified mail is refused or unclaimed, immediately re-send by first-class mail and keep the unopened original as proof.	§ 18–44–115

ALL PROJECTS · NOTICE-TO-FILE PUNCH LIST — STEPS 03–05

☐	Send the 10-Day Notice to the owner at least ten days before filing (by day 110 to still file on day 120).	§ 18–44–114

- [ ] State the claim, the amount due, and from whom it is due; verify delivery. — § 18–44–114
- [ ] Prepare the lien: an accounting after credits, a correct legal description (not just a street address), and proof of every notice. — § 18–44–117
- [ ] File with the circuit clerk of the county where the property sits, within 120 days. — § 18–44–117
- [ ] Be ready to pay the recording fee: $15 first page, $5 each additional. — § 21–6–306
- [ ] *After filing, if you want your attorney's fees:* serve notice of the filed lien on the owner, using one of the three methods the 75-Day Notice allows (a process server; mail with return receipt and delivery restricted to the addressee; or a means that gives written third-party verification of delivery). A phone call or an ordinary email forfeits the fee. — §§ 18–44–128, –115
- [ ] Then wait twenty days from service of that notice before you sue. The fee turns on that notice and that wait, not on winning, and the twenty days have to fit inside the fifteen-month foreclosure window, so serve the notice early rather than near the wall. — §§ 18–44–128, –119

PAID IN FULL · CLOSE IT OUT — **AFTER PAYMENT**

- [ ] If you were paid before filing a lien, do nothing.
- [ ] If you filed a lien, record a Release of Lien (Attachment D) with the same circuit clerk. — § 18–44–131
- [ ] File it within ten days of payment. After ten days you are liable to anyone injured by the delay for their damages and costs. — § 18–44–131

TOOLKIT

Forms Library

The required language and form documents, worded as the statute demands. Adapt the bracketed fields to your project. The all-caps notices must appear in boldface, exactly as written.

IMPORTANT NOTICE TO OWNER

Pre-Work Notice for Residential Projects

I UNDERSTAND THAT EACH CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER, ARCHITECT, ENGINEER, SURVEYOR, APPRAISER, LANDSCAPER, ABSTRACTOR, OR TITLE INSURANCE AGENT SUPPLYING LABOR, SERVICES, MATERIAL, OR FIXTURES IS ENTITLED TO A LIEN AGAINST THE PROPERTY IF NOT PAID IN FULL FOR THE LABOR, SERVICES, MATERIALS, OR FIXTURES USED TO IMPROVE, CONSTRUCT, OR INSURE OR EXAMINE TITLE TO THE PROPERTY EVEN THOUGH THE FULL CONTRACT PRICE MAY HAVE BEEN PAID TO THE CONTRACTOR. I REALIZE THAT THIS LIEN CAN BE ENFORCED BY THE SALE OF THE PROPERTY IF NECESSARY. I AM ALSO AWARE THAT PAYMENT MAY BE WITHHELD TO THE CONTRACTOR IN THE AMOUNT OF THE COST OF ANY SERVICES, FIXTURES, MATERIALS, OR LABOR NOT PAID FOR. I KNOW THAT IT IS ADVISABLE TO, AND I MAY, REQUIRE THE CONTRACTOR TO FURNISH TO ME A TRUE AND CORRECT FULL LIST OF ALL SUPPLIERS AND SERVICE PROVIDERS UNDER THE CONTRACT, AND I MAY CHECK WITH THEM TO DETERMINE IF ALL MATERIALS, LABOR, FIXTURES, AND SERVICES FURNISHED FOR THE PROPERTY HAVE BEEN PAID FOR. I MAY ALSO REQUIRE THE CONTRACTOR TO PRESENT LIEN WAIVERS BY ALL SUPPLIERS AND SERVICE PROVIDERS, STATING THAT THEY HAVE BEEN PAID IN FULL FOR SUPPLIES AND SERVICES PROVIDED UNDER THE CONTRACT, BEFORE I PAY THE CONTRACTOR IN FULL. IF A SUPPLIER OR OTHER SERVICE PROVIDER HAS NOT BEEN PAID, I MAY PAY THE SUPPLIER OR OTHER SERVICE PROVIDER AND CONTRACTOR WITH A CHECK MADE PAYABLE TO THEM JOINTLY.

SIGNED: _____

_____ ADDRESS OF PROPERTY

DATE: _____

I HEREBY CERTIFY THAT THE SIGNATURE ABOVE IS THAT OF THE OWNER, REGISTERED AGENT OF THE OWNER, OR AUTHORIZED AGENT OF THE OWNER OF THE PROPERTY AT THE ADDRESS SET OUT ABOVE.

_____

CONTRACTOR

NOTICE TO PROPERTY OWNER

Language That Must Be Included in the 75-Day Notice

IF BILLS FOR LABOR, SERVICES, OR MATERIALS USED TO CONSTRUCT OR PROVIDE SERVICES FOR AN IMPROVEMENT TO REAL ESTATE ARE NOT PAID IN FULL, A CONSTRUCTION LIEN MAY BE PLACED AGAINST THE PROPERTY. THIS COULD RESULT IN THE LOSS, THROUGH FORECLOSURE PROCEEDINGS, OF ALL OR PART OF YOUR REAL ESTATE BEING IMPROVED. THIS MAY OCCUR EVEN THOUGH YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOU MAY WISH TO PROTECT YOURSELF AGAINST THIS CONSEQUENCE BY PAYING THE ABOVE NAMED PROVIDER OF LABOR, SERVICES, OR MATERIALS DIRECTLY, OR MAKING YOUR CHECK PAYABLE TO THE ABOVE NAMED PROVIDER AND CONTRACTOR JOINTLY.

VERIFIED STATEMENT OF ACCOUNT AND CLAIM OF MECHANICS' AND MATERIALMEN'S LIEN

Lien Form (with Affidavit of Notice)

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

_____ [Name], _____ [Position, if applicable] of _____ [Company, if applicable] ("[Company]"), first being duly sworn, upon oath states of personal knowledge:

1. [Name or Company] sold, furnished, and delivered to the [improvement] being [constructed or improved, as applicable] on the real property described as: [Full Property Description], more commonly known as [Street Address] (the "Property"), certain materials and certain labor within the last one hundred twenty (120) days, with the last delivery of materials or labor being performed on or about [Last Date of Labor and/or Materials].

2. As reflected on the invoices dated [Date Range of Invoices], which collectively are attached hereto and incorporated herein as Exhibit "A," the value of the materials supplied and labor performed is $_____. [Name or Company] has not been paid this sum, and there is now due and owing to [Name or Company] for materials supplied and labor performed, after allowing all offsets and credits and excluding interest and other direct and consequential damages, the sum of $_____, plus interest, attorneys' fees, and court costs.

3. The above-referenced materials were sold, delivered, furnished for, incorporated into, and used in the construction of the improvements located on the real property commonly known as [Street Address]. [Name or Company]'s work constitutes an improvement on and to the Property.

4. [Name or Company] claims a lien on the above-referenced property to secure the sum of $_____, which is owed by [Contractor or Owner]. [Name of

Owner(s)] own the above-referenced Property and the improvements on that property.

5. The Affidavit of Notice is attached to this lien account.

6. The person authorized to release this lien is [Name and, if applicable, position and company of person(s) authorized to release lien].

7. The foregoing statements constitute a just and true account of the demand due and owing to [Name or Company] and are true and correct to the best of my knowledge and belief.

AFFIDAVIT OF NOTICE

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

_____ [Name], _____ [Position, if applicable] of _____ [Company, if applicable] ("[Company]"), after first being duly sworn, upon oath states of personal knowledge:

1. [Name or Company] has complied with the notice provisions of Arkansas Code Annotated §§ 18-44-114 – 18-44-116.

2. Copies of each notice given under Arkansas Code Annotated §§ 18-44-114 – 18-44-116, along with any evidence of receipt of those notices, are collectively attached hereto and incorporated herein as Exhibit "A."

Each affidavit is sworn before a notary (acknowledgment block omitted here for space). Exhibit A to the lien is the invoices; Exhibit A to the Affidavit of Notice is the notices given and proof of their service.

RELEASE OF LIEN

Release of Lien Form

STATE OF ARKANSAS)
) ss.
COUNTY OF _____)

Know all persons by these presents:

That in consideration of a negotiated payment, [Name or Company] hereby discharges and releases in full the account and affidavit of account / materialman's lien recorded on [Date of Recording], as instrument number [Record Instrument No.], in the records of the [County] County Circuit Clerk, [County] County, Arkansas, and executed by [Name of Person Signing Lien], on the following real estate located in [County], Arkansas: [Same Property Description as on Lien].

The lien on the real estate mentioned above is hereby discharged and released in full this _____ day of _____, 20__, and all claims made under such lien are released.

[COMPANY NAME, if applicable]
By: _____
[Name]
[Position, if applicable]

Signed before a notary; acknowledgment block omitted here for space.

Recent Legislative Changes

Arkansas amends its lien statutes periodically. The change most likely to affect a claim filed after August 2025 concerns lien *priority*, where your lien stands relative to a construction lender.

> **Act 479 of 2025: a construction lender can now take priority over a mechanics' lien.**
>
> Act 479 narrows the old relation-back rule: a construction-funding mortgage now takes priority over lien claims for labor or materials first provided *after* the mortgage is recorded, rather than every lien relating back to the first commencement of construction. Additionally, the Act creates a lender "affidavit of non-commencement" safe harbor. A lender may conclusively rely on an affidavit by a licensed appraiser, architect, surveyor, or engineer (for a one-to-four-family residential structure, a lender employee or designee or a licensed title agent may make it) stating that work had not begun, if the inspection and filing occur within four business days before or after the mortgage is recorded. Absent proof of actual fraud, the affidavit's facts cannot be challenged to defeat the lender's priority.
>
> *For a contractor, subcontractor, or supplier, this narrows the practical value of the relation-back priority and rewards documenting work and lien rights early.*
>
> `Ark. Code Ann. § 18-44-110 (eff. Aug. 5, 2025).`

Recent decisions of note

Three published Arkansas Court of Appeals decisions in the 2022–2026 window construe these statutes. Names and full citations are in the Authorities note below.

1. Strict compliance on the property description. The Court of Appeals reaffirmed that the lien statutes are strictly construed and that a lien's property description must let someone familiar with the locality identify the improved premises. A street address will not do, and a description so broad it cannot isolate the improved area fails for the same reason.
2. The residential pre-work notice reaches more trades than home-builders. The Court of Appeals treated a swimming-pool installer as a "residential contractor" required to give the pre-work

notice, because a pool is a structure appurtenant to the residence.

3. The softened penalty applies retroactively. A 2021 amendment that bars only the lien (not a suit on the contract) for a missed pre-work notice is remedial, and the Court of Appeals has applied it retroactively. A contractor who missed the notice generally keeps a claim for the unpaid contract balance, losing only the lien. (This qualifies the older "before July 28, 2021" framing.)

AUTHORITIES

Statutes: Ark. Code Ann. §§ 18-44-101 to -132 (Arkansas mechanics' and materialmen's liens), including §§ 18-44-106 and -107 (definitions); §§ 18-44-503, -506, -507, -508 (public-project payment bond, its conditions, filing, and limitations); § 17-25-502 (contractor definitions); § 16-59-101 et seq. (lis pendens); § 21-6-306 (recording fee). The decisions summarized above are El Dorado Ammonia, LLC v. Global Industrial, Inc., 2023 Ark. App. 455; Dye v. Precision Foundation Specialties, 2022 Ark. App. 220; and Seaside Pools, Inc. v. Curtis, 2026 Ark. App. 245. Statutory citations are current through the 2026 First Extraordinary Session; verify currency before relying on any provision.

IMPORTANT DISCLAIMERS

This guide is general information about Arkansas construction-lien practice, for informational purposes only. It is not legal advice and does not create an attorney-client relationship. Lien deadlines are unforgiving and fact-specific; consult a lawyer about your particular project before acting. **Read our full disclaimers →**

Dobson & Vines, PLLC

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