

Amend CSHB 1823 (Senate committee printing) as follows:

(1) In the recital to SECTION 2 of the bill (page 1, line 28), strike "Subsection (e)" and substitute "Subsections (e), (f), and (g)".

(2) In SECTION 2 of the bill, between added Subsection (e), Section 5.062, Property Code, and SECTION 3 of the bill (page 1, between lines 44 and 45), insert the following:

(f) Notwithstanding any other provision of this subchapter, only the following sections apply to an executory contract described by Subsection (a)(2) if the term of the contract is three years or less and the purchaser and seller, or the purchaser's or seller's assignee, agent, or affiliate, have not been parties to an executory contract to purchase the property covered by the executory contract for longer than three years:

(1) Sections 5.063-5.065;

(2) Section 5.073, except for Section 5.073(a)(2); and

(3) Sections 5.083 and 5.085.

(g) Except as provided by Subsection (b), if Subsection (f) conflicts with another provision of this subchapter, Subsection (f) prevails.

(3) In SECTION 3 of the bill, in added Subsection (a), Section 5.0621, Property Code (page 1, lines 48-50), strike "if a residential lease of real property includes an option to purchase the property, the provisions of this subchapter and Chapter 92 apply to the lease" and substitute "the provisions of this subchapter and Chapter 92 apply to the portion of an executory contract described by Section 5.062(a)(2) that is a residential lease agreement".

(4) In SECTION 6 of the bill, at the end of added Section 5.082, Property Code (page 3, between lines 44 and 45), insert the following:

(e) Not later than the 20th day after the date a seller receives notice of an amount determined by a purchaser under Subsection (c)(1), the seller may contest that amount by sending a written objection to the purchaser. An objection under this subsection must:

(1) be sent to the purchaser by regular and certified

mail;

(2) include the amount the seller claims is the amount owed under the contract; and

(3) be based on written records kept by the seller or the seller's agent that were maintained and regularly updated for the entire term of the executory contract.