

**RESIDENTIAL HOMESTEAD AND RESIDENTIAL NON-HOMESTEAD –  
SECOND MONTH NOTICE**

(reference Texas Property Code § 53.083, § 53.252 and § 53.254(g))

[This header is for your convenience and may be deleted from the actual notice letter]

---

[claimant's letterhead]

[date]

VIA CERTIFIED MAIL, RETURN  
RECEIPT REQUESTED # \_\_\_\_\_

[name of owner]

[address]

VIA CERTIFIED MAIL, RETURN  
RECEIPT REQUESTED # \_\_\_\_\_

[name of original contractor]

[address]

RE: Notice of Unpaid Account on [name of project] [address of project]

Dear [\_\_\_\_]:

[insert Name of Claimant] has furnished labor and/or materials generally described as [insert general description of labor and/or materials furnished] to the above-referenced project under a contract with your contractor [or subcontractor to your contractor], [insert name of contractor or subcontractor to your contractor]. There remains due and owing \$ [insert dollar amount of claim] for such labor and/or materials furnished to your contractor [OR] [subcontractor to your contractor] [OR] [as more fully set forth on the attached statements and billings].

This claim has accrued under Sections 53.252 and 53.254 of the Texas Property Code and/or is past-due under the terms of the contract referenced above. Demand is hereby made under Section 53.083 of the Texas Property Code for payment of the amount set forth above.

This notice is sent to comply with the requirements of § 53.252 of the Texas Property Code, which requires that we advise you that if this claim remains unpaid, you may be personally liable and your property subjected to a lien unless payment is withheld from [insert name of original contractor] for the payment of this claim or unless the bill is otherwise paid or settled.

If a subcontractor or supplier who furnishes materials or performs labor for construction of improvements on your property is not paid, your property may be subject to a lien for the unpaid amount if:

(1) after receiving notice of the unpaid claim from the claimant, you fail to withhold payment to your contractor that is sufficient to cover the unpaid claim until the dispute is resolved; or

(2) during construction and for 30 days after completion of construction, you fail to retain 10 percent of the contract price or 10 percent of the value of the work performed by your contractor.

If you have complied with the law regarding the 10 percent retainage and you have withheld payment to the contractor sufficient to cover any written notice of claim and have paid that amount, if any, to the claimant, any lien claim filed on your property by a subcontractor or supplier, other than a person who contracted directly with you, will not be a valid lien on your property. In addition, except for the required 10 percent retainage, you are not liable to a subcontractor or supplier for any amount paid to your contractor before you receive written notice of the claim.

Sincerely,

---

[name of claimant]

cc: via certified mail #\_\_\_\_\_,  
return receipt requested  
[party with whom you have contract, if not original contractor]