

Tennessee Lemon Law Statutes

Chapter 24, Motor Vehicle Warranties
55-24-201. Definitions.

As used in this part, unless the context otherwise requires:

(1) "Consumer" means the purchaser (other than for purposes of resale) or the lessee of a motor vehicle, any person to whom such motor vehicle is transferred during the duration of an express warranty applicable to such motor vehicle, and any other person entitled by the terms of such warranty to enforce the obligations of the warranty. "Consumer" does not include any governmental entity or any business or commercial entity which registers three (3) or more vehicles;

(2) "Lessee" means any consumer who leases a motor vehicle pursuant to a written lease agreement by which a manufacturer's warranty was issued as a condition of sale or which provides that the lessee is responsible for repairs to such motor vehicle;

(3) "Motor vehicle" means a motor vehicle as defined in § 55-1-103, which is sold and subject to the registration and certificate of title provisions in chapters 1-6 of this title in the state of Tennessee, and classified as a Class C vehicle according to § 55-4-111. For the purposes of this part, "motor vehicle" does not include motorized bicycles as defined in § 55-8-101, motor homes as defined in § 55-1-104, lawnmowers or garden tractors, recreational vehicles or off-road vehicles and vehicles over ten thousand (10,000) pounds gross vehicle weight;

(4) "Substantially impair" means to render a motor vehicle unreliable or unsafe for normal operation or to reduce its resale market value below the average resale value for comparable motor vehicles; and

(5) "Term of protection" means the term of applicable express warranties or the period of one (1) year following the date of original delivery of the motor vehicle to a consumer, whichever comes first; or, in the case of a replacement vehicle provided by a manufacturer to a consumer under this part, one (1) year from the date of delivery to the consumer of the replacement vehicle.

History

[Acts 1986, ch. 857, § 1.]

55-24-202. Nonconforming vehicles - Reports - Repairs.

If a new motor vehicle does not conform to all applicable express warranties and the consumer reports the nonconformity, defect or condition to the manufacturer, its agent or its authorized dealer during the term of protection, the manufacturer, its agent or its authorized dealer shall correct the nonconformity, defect or condition at no charge to the

consumer, notwithstanding the fact that such repairs are made after the expiration of such term. Any corrections or attempted corrections undertaken by an authorized dealer under the provisions of this section shall be treated as warranty work and billed by the dealer to the manufacturer in the same manner as other work under warranty is billed.

History

[Acts 1986, ch. 857, § 2.]

55-24-203. Replacement or repair of vehicles - Refunds - Refinancing agreements - Defenses.

(a) The manufacturer must replace the motor vehicle with a comparable motor vehicle or accept return of the vehicle from the consumer and refund to the consumer the full purchase price if:

(1) The nonconformity, defect or condition substantially impairs the motor vehicle; and

(2) The manufacturer, its agent or authorized dealer is unable to conform the motor vehicle to any applicable express warranty after a reasonable number of attempts.

(3) "Full purchase price" means the actual cost paid by the consumer, including all collateral charges, less a reasonable allowance for use; and

(4) (A) "Reasonable allowance for use" means that amount directly attributable to use by a consumer prior to such consumer's first report of the nonconformity to the manufacturer, agent or dealer and during any subsequent period when the vehicle is not out of service by reason of repair, plus a reasonable amount for any damage not attributable to normal wear.

(B) A reasonable allowance for use shall not exceed one half (1/2) of the amount allowed per mile by the internal revenue service, as provided by regulation, revenue procedure or revenue ruling promulgated pursuant to § 162 of the Internal Revenue Code, for use of a personal vehicle for business purposes, plus an amount to account for any loss to the fair market value of the vehicle resulting from damage beyond normal wear and tear, unless the damage resulted from nonconformity to an express warranty.

(c) Refunds shall be made to the consumer, and lienholder, if any, as their interests appear. The provisions of this section shall not affect the interests of a lienholder; unless the lienholder consents to the replacement of the lien with a corresponding lien on the vehicle accepted by the consumer in exchange for the vehicle having a nonconformity, the lienholder shall be paid in full the amount due on the lien, including interest and other charges, before an exchange of automobiles or a refund to the consumer is made.

(d) In instances where a vehicle which was financed by the manufacturer or its subsidiary or agent is replaced under the provisions of this section, the manufacturer, subsidiary or

agent shall not require the consumer to enter into any refinancing agreement which would create any financial obligations upon such consumer beyond those imposed by the original financing agreement.

(e) It shall be an affirmative defense to any claim under this part:

(1) That an alleged nonconformity does not substantially impair a motor vehicle; or

(2) That a nonconformity is the result of abuse, neglect or unauthorized modifications or alterations of a motor vehicle by a consumer.

History

[Acts 1986, ch. 857, § 3.]

55-24-204. Leased vehicles - Refunds.

(a) In the case of a leased vehicle, refunds will be made to the lessor and lessee as follows: The lessee will receive the lessee cost and the lessor will receive the lease price less the aggregate deposit and rental payments previously paid to the lessor for the leased vehicle.

(b) For purposes of this section:

(1) "Lease price" means the aggregate of:

(A) Lessor's actual purchase cost;

(B) Freight, if applicable;

(C) Accessories, if applicable;

(D) Any fee paid to another to obtain the lease; and

(E) An amount equal to five percent (5%) of subdivision (b)(1);

(2) "Lessee cost" means the aggregate deposit and rental payments previously paid to the lessor for the leased vehicle less service fees; and

(3) "Service fees" means the portion of a lease payment attributable to:

(A) An amount for earned interest calculated on the rental payments previously paid to the lessor for the leased vehicle at an annual rate equal to two (2) points above the prime rate in effect on the date of the execution of the lease; and

(B) Any insurance or other costs expended by the lessor for the benefit of the lessee.

History

[Acts 1986, ch. 857, § 4.]

55-24-205. Presumptions - Term of protection - Notice to manufacturer.

(a) It shall be presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties, if:

(1) The same nonconformity has been subject to repair four (4) or more times by the manufacturer or its agents or authorized dealers, but such nonconformity continues to exist; or

(2) The vehicle is out of service by reason of repair for a cumulative total of thirty (30) or more calendar days during the term of protection.

(b) The term of protection and such thirty-day period shall be extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike or fire, flood or other natural disaster.

(c) It shall be the responsibility of the consumer, or the representative of the consumer, prior to proceeding under the provisions of § 55-24-203, to give written notification by certified mail directly to the manufacturer of the need for the correction or repair of the nonconformity. If the address of the manufacturer is not readily available to the consumer in the owner's manual or manufacturer's warranty received by the consumer at the time of purchase of the motor vehicle, such written notification shall be mailed to an authorized dealer. The authorized dealer shall upon receipt forward such notification to the manufacturer. If, at the time such notice is given, either of the conditions set forth in subsection (a) already exists, the manufacturer shall be given an additional opportunity after receipt of the notification, not to exceed ten (10) days, to correct or repair the nonconformity.

History

[Acts 1986, ch. 857, § 5.]

55-24-206. Informal dispute settlement procedure.

(a) If a manufacturer has established or participates in an informal dispute settlement procedure which complies with the provisions of Title 16, Code of Federal Regulations, Part 703, as those provisions read on November 3, 1983, and of this part, and causes the consumer to be notified of the procedure, the provisions of § 55-24-203 concerning refunds or replacement shall not apply to any consumer who has not first resorted to such procedure. The attorney general and reporter shall, upon application, issue a

determination whether an informal dispute resolution mechanism qualifies under this section.

(b) (1) The informal dispute settlement panel shall determine whether the motor vehicle does or does not conform to all applicable express warranties.

(2) If the motor vehicle does not conform to all applicable express warranties, the informal dispute settlement panel shall then determine whether the nonconformity substantially impairs the motor vehicle.

(3) If the nonconformity does substantially impair the motor vehicle, the informal dispute settlement panel shall then determine, in accordance with this part, whether a reasonable number of attempts have been made to correct the nonconformity.

(4) If a reasonable number of attempts have been made to correct the nonconformity, the informal dispute settlement panel shall determine whether the manufacturer has been given an opportunity to repair the motor vehicle as provided in § 55-24-202.

(5) If the manufacturer has been given an opportunity to repair the motor vehicle as provided in § 55-24-202, the panel shall find that the consumer is entitled to refund or replacement as provided in § 55-24-203(a).

(6) The informal dispute settlement panel shall determine the amount of collateral charges, where appropriate.

History

[Acts 1986, ch. 857, § 6.]

55-24-207. Statute of limitations.

(a) Any action brought under this part shall be commenced within six (6) months following:

(1) Expiration of the express warranty term; or

(2) One (1) year following the date of original delivery of the motor vehicle to a consumer, whichever is the later date.

(b) The statute of limitations shall be tolled for the period beginning on the date when the consumer submits a dispute to an informal dispute settlement procedure as provided in § 55-24-206 and ending on the date of its decision or the date before which the manufacturer, its agent or its authorized dealer is required by the decision to fulfill its terms, whichever comes later.

History

[Acts 1986, ch. 857, § 7.]

55-24-208. Recovery of costs and expenses - Attorneys' fees.

If a consumer finally prevails in any action brought under this part, such consumer may be allowed by the court to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended, determined by the court to have been reasonably incurred by the plaintiff for or in connection with the commencement and prosecution of such action.

History

[Acts 1986, ch. 857, § 8.]

55-24-209. Copy of repair order to consumer.

A manufacturer, its agent or authorized dealer shall provide to the consumer, each time the consumer's vehicle is returned from being serviced or repaired, a copy of the repair order indicating all work performed on the vehicle, including, but not limited to, parts and labor provided without cost or at reduced cost because of shop or manufacturer's warranty, the date the vehicle was submitted for repair, the date it was returned to the consumer, and the odometer reading.

History

[Acts 1986, ch. 857, § 9.]

55-24-210. Election of remedies.

(a) Nothing in this part shall in any way limit the rights or remedies which are otherwise available to a consumer under any other law.

(b) In no event shall a consumer who has resorted to an informal dispute settlement procedure be precluded from seeking the rights or remedies available by law. However, if the consumer elects to pursue any other remedy in state or federal court, the remedy available under this part shall not be available insofar as it would result in recovery in excess of the recovery authorized by § 55-24-203 without proof of fault resulting in damages in excess of such recovery.

(c) Any agreement entered into by a consumer for, or in connection with, the purchase or lease of a new motor vehicle which waives, limits or disclaims the rights set forth in this part shall be void as contrary to public policy. These rights shall inure to a subsequent transferee of such motor vehicle.

History

[Acts 1986, ch. 857, § 10.]

55-24-211. Commencing actions against sellers or lessors.

No action shall be commenced or maintained under the provisions of this part against the seller or lessor of a motor vehicle unless the seller or lessor is also the manufacturer, or unless the manufacturer of the motor vehicle is not subject to service of process in the state of Tennessee, or service cannot be secured by the long-arm statutes of Tennessee, or unless the manufacturer has been judicially declared insolvent.

History

[Acts 1986, ch. 857, § 12.]

55-24-212. Manufacturer's warranty - Disclosure to purchaser.

Any business entity which purchases a fleet of new motor vehicles, titles such motor vehicles in the business entity's name and sells such vehicles to an individual purchaser shall disclose in writing any remaining manufacturer's warranty on such motor vehicles to such purchaser.

History

[Acts 1994, ch. 672, § 1.]

Texas Lemon Law Statutes

TEXAS MOTOR VEHICLE COMMISSION CODE
(ARTICLE 4413(36) VERNON'S TEXAS CIVIL STATUTES)
(LEMON LAW STATUTES)

General Warranty Complaints
Section 3.08(i).

Warranty Performance Obligations
Section 6.07.

Judicial Review - Appeal
Section 7.01.

General Warranty Complaints

Section 3.08(i). The owner of a motor vehicle or the owner's designated agent may make a complaint concerning defects in a motor vehicle which are covered by a manufacturer's, converter's, or distributor's warranty agreement applicable to the vehicle. Any such complaint must be made in writing to the applicable dealer, manufacturer, converter, or distributor and must specify the defects in the vehicle which are covered by the warranty. The owner may also invoke the Commission's jurisdiction by sending the Commission a copy of the complaint. A hearing may be scheduled on all complaints arising under this subsection which are not privately resolved between the owner and the dealer, manufacturer, converter, or distributor.

Warranty Performance Obligations

Section 6.07. (a) In addition to the other powers and duties provided for in this Act, the Commission shall cause manufacturers, converters, and distributors to perform the obligations imposed by this section. For purposes of this section, the term "owner" means a retail purchaser, lessor, lessee other than a sublessee, or the person so designated on the certificate of title to a motor vehicle issued by the State Department of Highways and Public Transportation, or an equivalent document issued by the duly authorized agency of any other state, or any person to whom such motor vehicle is legally transferred during the duration of a manufacturer's or distributor's express warranty applicable to such motor vehicle, and any other person entitled by the terms of the manufacturer's, converter's, or distributor's express warranty to enforce the obligations thereof.

(b) If a new motor vehicle does not conform to all applicable manufacturer's, converter's, or distributor's express warranties, the manufacturer, converter, or distributor shall make the repairs necessary to conform the vehicle to the applicable express warranties, notwithstanding that the repairs are made after the expiration of the warranties, if: (1) the owner or the owner's designated agent reported the nonconformity to the manufacturer, converter, or distributor, its agent, or its franchised dealer during the term

of such express warranties; or (2) a rebuttable presumption relating to the vehicle was created under Subsection (d) of this section. This section does not in any way limit the remedies available to an owner under a new motor vehicle warranty that extends beyond the provisions of this section.

(c) If the manufacturer, converter, or distributor is unable to conform the motor vehicle to an applicable express warranty by repairing or correcting any defect or condition which creates a serious safety hazard or substantially impairs the use or market value of the motor vehicle after a reasonable number of attempts, the manufacturer, converter, or distributor shall (1) replace the motor vehicle with a comparable motor vehicle; or (2) accept return of the vehicle from the owner and refund to the owner the full purchase price less a reasonable allowance for the owner's use of the vehicle and any other allowances or refunds payable to the owner. In this section, "impairment of market value" means a substantial loss in market value caused by a defect specific to the vehicle. In addition to replacing the vehicle or refunding the purchase price, the manufacturer, converter, or distributor shall reimburse the owner for reasonable incidental costs resulting from loss of use of the motor vehicle because of the nonconformity or defect. As necessary to promote the public interest, the Commission by rule shall define the incidental costs that are eligible for reimbursement, shall specify other requirements necessary to determine an eligible cost, and may set a maximum amount that is eligible for reimbursement, either by type of eligible cost or a total for all costs. Refunds shall be made to the owner and lienholder, if any, as their interests may appear. A reasonable allowance for use shall be that amount directly attributable to use of the motor vehicle when the vehicle is not out of service for repair. An order to refund or to replace may not be issued by the Executive Director against a manufacturer, converter, or distributor unless the manufacturer, converter, or distributor has been mailed prior written notification of the alleged nonconformity or defect from or on behalf of the owner and has been given an opportunity to cure the alleged defect or nonconformity. In any hearing before the Executive Director under this section, a manufacturer, converter, or distributor may plead and prove as an affirmative defense to the remedies provided hereunder that (1) the nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of the motor vehicle; or (2) the nonconformity does not substantially impair the use or market value of the motor vehicle. In this section, "serious safety hazard" means a life-threatening malfunction or nonconformity that substantially impedes a person's ability to control or operate a motor vehicle for ordinary use or intended purposes or that creates a substantial risk of fire or explosion.

(d) There is a rebuttable presumption that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties if (1) the same nonconformity has been subject to repair four or more times by the manufacturer, converter, or distributor, its agent, or its franchised dealer and two of the repair attempts have been made within a period of 12 months following the date of original delivery to an owner, or 12,000 miles, whichever occurs first, and the other two repair attempts occur within the 12 months or 12,000 miles immediately following the date of the second repair attempt, whichever occurs first, but such nonconformity continues to exist; (2) the same nonconformity creates a serious safety hazard and has caused the vehicle to have been

subject to repair two or more times by the manufacturer, converter, or distributor, or an authorized agent or franchised dealer, and at least one attempt to repair the nonconformity was made in the period of 12 months or 12,000 miles, whichever occurs first, and at least one other attempt made in the period of 12 months or 12,000 miles after the first repair attempt, whichever occurs first, but the nonconformity continues to exist; or (3) the vehicle is out of service for repair for a cumulative total of 30 or more days in the 24 months or 24,000 miles, whichever occurs first, and at least two repair attempts were made in the first 12 months or 12,000 miles immediately following the date of original delivery to an owner and a nonconformity still exists that substantially impairs the vehicle's use or market value. The initial 12-month period or 12,000 mile limit, the subsequent 12-month period or 12,000 mile limit, and the 30-day period shall be extended by any period of time during which repair services are not available to the owner because of a war, invasion, strike or fire, flood, or other natural disaster. During any period of time that the manufacturer or distributor lends a comparable motor vehicle to the owner during the time the vehicle is being repaired by a franchised dealer, the 30-day period provided for in this subsection is tolled.

(e)

(1) The Commission shall adopt rules for the enforcement and implementation of this section.

(2) The Executive Director shall, in accordance with rules adopted by the Commission, conduct hearings and issue final orders for the enforcement and implementation of this section. Orders issued by the Executive Director under this section are considered final orders of the Commission.

(3) Except as provided by Subdivision (6) of this subsection, the provisions of this section are not available to an owner in an action seeking a refund or replacement based upon the alleged nonconformity of a motor vehicle to an express warranty applicable to the motor vehicle unless the owner has first exhausted the administrative remedies provided herein.

(4) The provisions of this section are not available to a party in an action against a seller under Chapter 2 or Chapter 17, Business & Commerce Code, as amended.

(5) Except as provided by Subdivision (6) of this subsection, the provisions of this section are available in an action against a manufacturer, converter, or distributor brought under Chapter 17, Business & Commerce Code, after the owner has exhausted the administrative remedies provided by this section.

(6) If, after a complaint has been filed under this section, the Hearing Examiner has not issued a proposal for decision and recommended to the Executive Director a final order before the expiration of the 150th day after the date the complaint was filed, the Executive Director shall, in writing sent by certified mail, so inform the complainant and the manufacturer, converter, or distributor of the expiration of the 150-day period and of the complainant's right to file a civil action. The Commission shall extend the 150-day period if a delay is requested or is caused by the complainant.

(7) After receipt of the notice of the right to file a civil action, the complainant may file a civil action against one or more of the persons complained of in the complaint.

(8) A failure by the Commission to issue a notice of the right to file a civil action does not affect a complainant's right to bring an action under this Act.

(9) Any party to a proceeding under this section before the Executive Director that is affected by a final order of the Executive Director is entitled to judicial review of the order under the substantial evidence rule in a District Court of Travis County, Texas. The judicial review is subject to the Administrative Procedure and Texas Register Act (Article 6252-13a, Vernon's Texas Civil Statutes) except to the extent that that Act is inconsistent with this Act.

(f) This section does not limit the rights or remedies otherwise available to an owner under any other law.

(g) In a hearing under this section, the Executive Director shall make its order with respect to responsibility for payment of the cost of any refund or replacement and no manufacturer, converter, or distributor may cause any franchised dealer to pay directly or indirectly any sum not specifically so ordered by the Executive Director. If the Executive Director orders a manufacturer, converter, or distributor to refund or replace a motor vehicle because it meets the criteria set forth in this section, the Executive Director may order the franchised dealer to reimburse the owner, lienholder, manufacturer, converter, or distributor only for items or options added to the vehicle by the franchised dealer and only to the extent that one or more of such items or options contributed to the defect that served as the basis for the Executive Director's order of refund or replacement. In a case involving a leased vehicle, the Executive Director may terminate the lease and apportion the allowance for use and other allowances or refunds between the lessee and lessor of the vehicle.

(h) A proceeding brought under this section shall be commenced within six months following the earlier of (1) expiration of the express warranty term or (2) 24 months or 24,000 miles following the date of original delivery of the motor vehicle to an owner.

(i) A contractual provision that excludes or modifies the remedies provided for in this section is prohibited and shall be deemed null and void as against public policy unless the exclusion or modification is done with respect to a settlement agreement between the owner and the manufacturer, converter, or distributor.

(j)

(1) A manufacturer, distributor, or converter that has been ordered to repurchase or replace a vehicle shall, through its franchised dealer, issue a disclosure statement stating that the vehicle was repurchased or replaced by the manufacturer, distributor, or converter under this section. The disclosure statement must accompany the vehicle through the first retail purchase. The manufacturer, distributor, or converter must restore the cause of the repurchase or replacement to factory specifications and issue a new 12-month, 12,000-mile warranty on the vehicle. The disclosure statement must include a toll-free telephone number of the Commission that will enable a purchaser of a repurchased or replaced vehicle to obtain information about the condition or defect that

was the basis of the order for repurchase or replacement. The Commission shall adopt rules for the enforcement of this subdivision.

(2) The Commission shall provide a toll-free telephone number for providing information to persons who request information about a condition or defect that was the basis for repurchase or replacement by an order of the Executive Director. The Commission shall maintain an effective method of providing information to persons who make the requests.

(k) The Commission shall publish an annual report on the motor vehicles ordered repurchased or replaced under this section. The report must list the number of vehicles by brand name and model and include a brief description of the conditions or defects that caused the repurchase or replacement. The Commission shall make the report available to the public. The Commission may charge a reasonable fee to recover the cost of the report.

(l) Information filed with the Board under this section is not a public record and is not subject to release under the open records law, Chapter 552, Government Code, until the complaint is finally resolved by order of the Board.

Judicial Review

Appeal

Section 7.01. (a) Any party to a proceeding before the Commission that is affected by a final order, rule, decision, or other final action of the Commission is entitled to judicial review of any such final Commission action, under the substantial evidence rule, in a District Court of Travis County, Texas, or in the Court of Appeals for the Third Court of Appeals District, and to the extent not in consistent herewith, pursuant to the Administrative Procedure and Texas Register Act (Article 6252-13a, Vernon's Texas Civil Statutes). Appeals initiated in the District Courts of Travis County shall be removable to the Court of Appeals upon notice of removal to any such district court by any party at any time prior to trial in the district court. Appeals initiated in or removed to the Court of Appeals shall be initiated under the Administrative Procedure and Texas Register Act as if initiated in a Travis County District Court and shall, upon the filing thereof, be thereafter governed by the Texas Rules of Appellate Procedure.

(b) A final action, ruling, order, or decision of the Motor Vehicle Board of the Texas Department of Transportation, or the Director of the Motor Vehicle Division of the Texas Department of Transportation, as appropriate under the terms of this Act or other law, is the final action with respect to a matter arising under this Act, and is subject to review only by judicial review as provided by this Act. The petition for judicial review must be filed within 30 days of the date on which an action, ruling, order, or decision of the Board or the director first becomes final and appealable.

(c) Citation must be served on the Executive Director. Citation must also be served on all other parties of record before the Commission. For appeals initiated in the Court of Appeals, the court shall cause citation to be issued.

(d) Appeals in which evidence outside the Commission's record is to be taken under Section 19(d)(3), Administrative Procedure and Texas Register Act (Article 6252-13a, Version's Texas Civil Statutes), or otherwise, shall be initiated in a Travis County District Court, or having been initiated in the Court of Appeals, shall be subject to remand to a Travis County District Court for proceedings in accordance with instructions from the Court of Appeals.

(e) Appellants shall pursue appeals with reasonable diligence. If an appellant fails to prosecute an appeal within six months after the appeal is filed, the court shall presume that the appeal has been abandoned. The court shall dismiss any such appeal on a motion for dismissal made by the Attorney General or other party unless the appellant, after receiving due notice, demonstrates good cause for the delay.

(f) Appeal shall not affect the enforcement of a final Commission order unless its enforcement is enjoyable under Section 65.001 et seq., Civil Practice and Remedies Code, and under principles of primary jurisdiction.

Amended by Chapter 266, Acts of the 63rd Legislature, Regular Session, 1973, effective June 11, 1973; amended by Chapter 128, Acts of the 64th Legislature, Regular Session, 1975, effective May 6, 1975; amended by Chapter 357, Acts of the 65th Legislature, Regular Session, 1977, effective June 10, 1977; amended by Chapter 709, Acts of the 66th Legislature, Regular Session, 1979, effective September 1, 1979; amended by Chapter 235, Acts of the 67th Legislature, Regular Session, 1981, effective May 28, 1981; amended by Chapters 81 and 844, Acts of the 68th Legislature, Regular Session, 1983, effective June 19, 1983; amended by Chapter 241, Acts of the 69th Legislature, Regular Session, 1985, effective June 4, 1985; amended by Chapter 357, Acts of the 70th Legislature, Regular Session, 1987, effective June 11, 1987; amended by Chapter 1130, Acts of the 71st Legislature, Regular Session, 1989, effective June 16, 1989; amended by House Bill 524, 72nd Legislature, Regular Session, 1991, effective June 13, 1991; amended by Chapter 61, Acts of the 73rd Legislature, Regular Session, 1993, effective April 19, 1993; amended by Chapters 345 and 357, Acts of the 74th Legislature, Regular Session, 1995, effective June 8, 1995.