

To: SKY HARBOUR HOMEOWNERS ASSOC.

1/5/2026



THE PROPERTY CENTER

Attn: Managing Broker / Compliance Officer

510 West Pearl St. Suite 100 Granbury, TX 76048

FORMAL NOTICE OF DISPUTED AUTHORITY, WRONGFUL LIEN ACTIVITY, AND DEMAND TO CEASE UNAUTHORIZED REPRESENTATION

This correspondence places **THE PROPERTY CENTER** (“Management Company”) on **formal notice** that serious and unresolved defects exist regarding the claimed authority of **Sky Harbour Homeowners Association, Inc.** (“Association”) over my property, and that your company’s continued participation in enforcement, collection, or lien activity exposes it to **independent civil liability**.

1. Notice of Wrongful Lien Activity

On or about **September 17, 2025**, a lien was recorded against my homestead purporting to secure alleged HOA dues, fees, or fines.

The Association **lacks valid covenant authority** to impose assessments or liens against my property, and the recorded lien constitutes an **unauthorized cloud on title**.

Any management company that assists, facilitates, records, collects upon, or enforces a lien **without underlying legal authority** may be liable regardless of whether it acted at the HOA’s direction.

2. No Derivative Immunity for Management Companies

Management companies are **not beneficiaries of deed restrictions**, are **not parties to any covenant**, and possess **no independent enforcement authority**.

Texas law does not recognize “just following HOA instructions” as a defense where:

- The HOA lacks authority to act, or
- The management company had **notice of disputed authority**

This letter constitutes such notice.

3. Disputed Authority and Recorded History (Including 1971 Amendment)

Without waiving any arguments, you are hereby advised that:

- The deed restrictions applicable to my property **expired by their own terms on January 1, 1990**

- No valid, timely, and properly recorded continuation instrument exists
- No recorded instrument grants lien or assessment authority enforceable by the Association

With respect to historical amendments, the **only recorded amendment affecting Sections 1–3 prior to 1990** is a **1971 instrument** that **solely changed subdivision section names** from *Laguna Tres North* to *Sky Harbour*.

That amendment **did not**:

- Transfer enforcement authority
- Substitute a new enforcing entity
- Assign covenant rights
- Create assessment or lien powers

Accordingly, reliance on the 1971 document as a basis for modern enforcement authority would be **factually and legally incorrect**.

Additionally, a **1975–1976 conveyance document** transferred only **real property actually owned** (e.g., clubhouse and common facilities) and **did not convey land-use authority, covenant enforcement rights, or assessment powers**.

4. Demand to Cease Participation and Preserve Evidence

You are hereby demanded to:

1. **Immediately cease** all collection, enforcement, lien, or foreclosure-related activity concerning my property
2. **Confirm in writing** that your company will take no further action on behalf of the Association regarding my property
3. **Preserve all records**, communications, agreements, payment demands, lien instructions, and internal notes related to:
 - My property
 - The recorded lien
 - Authority analysis performed (if any)

Spoliation of evidence after receipt of this notice may result in additional liability.

Any attempt by your company to obstruct, delay, facilitate, or otherwise interfere with the release of the recorded lien after receipt of this notice may constitute independent wrongful conduct and expose your company to separate liability.

5. Regulatory and Licensing Concerns (Notice Only)

This letter further serves as notice that questions exist regarding:

- Proper disclosure and filing of HOA management certificates
- Accuracy of representations made to homeowners
- Collection practices directed toward elderly and low-income residents

Nothing herein is intended as a threat; however, **continued participation after notice** may require escalation to appropriate regulatory or judicial forums.

6. No Waiver; Reservation of Rights

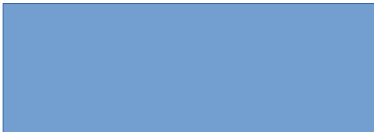
Nothing in this correspondence constitutes:

- Consent to HOA authority
- A waiver of any legal or equitable rights
- An admission of any obligation, debt, or liability

All rights are expressly reserved.

Please govern yourselves accordingly.

Sincerely,



Granbury, Texas 76049