

To the Board of Directors
Sky Harbour Homeowners Association, Inc.
2707 Galaxy Street, Granbury, Texas 76049

1/5/2026



**FORMAL NOTICE OF INVALID LIEN
DEED RESTRICTIONS EXPIRED JANUARY 1, 1990
DEMAND FOR IMMEDIATE RELEASE AND PROOF OF AUTHORITY**

This letter serves as **formal written notice** that Sky Harbour Homeowners Association, Inc. (“Association”) has recorded a lien against my homestead in Section One of Sky Harbour **without lawful authority**.

Based upon a review of the governing deed restrictions and the Hood County real property records, the lien is **void, unenforceable, and constitutes an unlawful cloud on title**.

1. Recorded Lien — No Authority Exists

On **September 17, 2025**, the Association caused a lien to be recorded against my property in the Hood County real property records, purportedly for alleged “dues, fees, fines, or assessments.”

The Association lacks authority to record any lien because:

- The **Section One deed restrictions expired by their own terms on January 1, 1990**
- The restrictions contain **no automatic renewal**
- No valid, timely, owner-executed continuation was recorded
- The restrictions do **not grant lien or foreclosure authority**
- The Association is **not the entity named in the governing restrictions**
- No lawful corporate succession was recorded prior to expiration

Accordingly, the lien is **void ab initio**.

2. No Amendments Extending Sections 1–3

A search of the Hood County real property records under both:

- *Laguna Tres North*, and
- *Sky Harbour*

reveals **no amendments, extensions, or continuations** affecting Sections One, Two, or Three **other than** a 1971 instrument that merely renamed the sections from *Laguna Tres North 1–3* to *Sky Harbour 1–3*.

That 1971 document:

- Did **not** extend the duration of the restrictions
- Did **not** modify the expiration date
- Did **not** alter enforcement authority
- Did **not** substitute or assign a new HOA entity

The expiration date of **January 1, 1990** remains controlling.

3. No Automatic Renewal; Continuation Was Modification-Only

The reference to “successive ten (10) year periods” in the Duration clause does **not** create automatic renewal.

That language permits only **affirmative modification or release** of restrictions by owners of more than fifty percent (50%) of the land area through a written, acknowledged, and recorded instrument **while the restrictions were still in force**.

It does **not** authorize:

- Revival of expired restrictions
- Extension “as-is”
- Perpetual enforcement by silence or inaction

Once the restrictions expired on January 1, 1990, they **ceased to exist as a matter of law**.

4. 1975–1976 Instrument Does Not Confer HOA Authority

The Association has recently referenced a document **executed in 1975 and recorded in 1976** in an apparent attempt to imply a transfer of governance authority over Sections One through Three.

That instrument does **not** assist the Association for the following reasons:

- The document reflects a **conveyance of real property interests** (such as common areas or facilities) owned by **Sky Enterprises, Inc.**
- It does **not** amend, extend, continue, or restate any deed restrictions

- It does **not** assign or substitute enforcement authority under the recorded covenants
- It does **not** purport to bind individual lot owners
- It does **not** modify the January 1, 1990 expiration date

Ownership of common property is **not equivalent to land-use authority** over privately owned lots. Texas law treats **restrictive covenants and real property conveyances as legally distinct instruments**, and one cannot be implied from the other.

Accordingly, the 1975–76 document **cannot revive expired restrictions, create assessment authority, or supply lien powers** where none existed in the governing covenants.

5. Corporate Standing Defects

The 1970 deed restrictions reference **Laguna Tres Homeowners Association, Inc.** and **Sky Enterprises, Inc.**, not Sky Harbour Homeowners Association, Inc.

While Laguna Tres Owners Association, Inc. was later incorporated in **1983** as a separate entity governing a different neighborhood in the county, **no recorded instrument assigns or transfers enforcement authority over Sections 1–3 to Sky Harbour Homeowners Association, Inc.**

Sky Enterprises, Inc. filed **Articles of Dissolution on November 27, 2000**, further eliminating any possible claim of ongoing authority from that entity.

No lawful chain of authority exists.

6. Effect of the Invalid Lien

A lien recorded without underlying covenant authority:

- Is **void ab initio**
- Creates an unlawful **cloud on title**
- Impairs the ability to sell, refinance, or insure the property

Recording such a lien exposes the filer to claims for **declaratory relief, injunctive relief, quiet title, and damages** as permitted by Texas law.

7. Demand for Immediate Action

The Association is hereby **demand**ed to:

1. **Immediately release and discharge** the lien recorded on September 17, 2025
 2. Provide written confirmation that no further lien or collection activity will occur
 3. Produce any recorded instrument the Association contends grants it lien authority over my property
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8. No Waiver; Reservation of Rights

Nothing in this correspondence shall be construed as:

- Consent to Association authority
- Ratification of any lien or charge
- A waiver of any legal or equitable remedy

All rights are expressly reserved.

The Association is urged to review the governing instruments carefully and govern itself accordingly.

Sincerely,



Granbury, Texas, 76049