

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Date: 2/25/2026

To:

THE PROPERTY CENTER
Attn: Managing Broker / Compliance Officer
510 West Pearl St. Suite 100
Granbury, TX 76048



From:



RE: FORMAL NOTICE — DISPUTED AUTHORITY, VOID COVENANT LIEN, DEMAND TO CEASE COLLECTION ACTIVITY, AND PRESERVATION OF EVIDENCE

Property (Legal Description): LOT *, BLOCK *, SECTION * OF SKY HARBOUR IN HOOD COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 157, PAGE 294, DEED RECORDS, HOOD COUNTY, TEXAS.

Recorded Lien Instrument: Hood County Clerk Doc. No. ****-***** (recorded **/**/2025)

1) Notice to Agent — You Are Now on Actual Notice

This letter provides **actual notice** that the purported authority of Sky Harbour Homeowners Association, Inc. (the “Association”) to assess, collect, and maintain a lien against my property is **formally disputed**, and that continued collection activity by any agent after receipt of this notice may expose the agent to liability.

Your company has acted (or is acting) as the Association’s agent for collections and homeowner contact. You are therefore required to exercise **reasonable diligence** before continuing to demand money, threaten collection consequences, or participate in lien maintenance.

2) The Recorded Covenant Structure Does Not Support the 2025 Lien

The recorded lien instrument (Doc. No. ****-*****) cites the 1970 Declaration “including any amendments.”

The recorded Declaration contains:

- A **Duration** clause stating the covenants are binding **until January 1, 1990** (Section 12), and describing only a limited owner-driven mechanism to **release/change** restrictions (effective **from the date of recording**) — not automatic renewal; and
- A dues/lien framework (Section 9) and a **collection/foreclosure limitation** (Section 10(b)) that reserves the money-remedy lane to the “Association heretofore referred to” and its lawful **successors/assigns**.

The “Association” identified in the Declaration’s dues/lien framework is **Laguna Tres Owners Association, Inc.** Sky Harbour Homeowners Association, Inc. is **not** the entity named in the Declaration. Any current claim to lien/collection authority therefore depends on **competent recorded proof** of:

1. valid continuation of the Declaration beyond **January 1, 1990**; and
2. lawful succession/assignment of the covenant lien and collection/foreclosure rights to Sky Harbour HOA.

No such recorded proof has been produced to me, and my review of the public records has not revealed any such instrument.

3) Burden-Shifting Demand for Recorded Proof (Produce It or Concede)

Because Doc. No. ****-***** is a recorded lien against Texas real property, your firm may not rely on vague references to “amendments,” “supplements,” bylaws, board policy, or “custom and practice” as a substitute for a **recorded chain of authority**.

Accordingly, the burden is on the lien claimant and its agents to produce, **by Hood County instrument number / recording reference**, the specific recorded documents that allegedly:

- continued the 1970 Declaration beyond **01/01/1990**, and
- transferred/succeeded the Section 9/10 lien and collection/foreclosure rights to Sky Harbour HOA.

If those recorded instruments cannot be identified, then Doc. No. ****-***** is unsupported and must be treated as a **void cloud on title**, and continued collection activity becomes willful misconduct after notice.

4) Management Disclosure Mismatch (Notice to Agent)

The Association's most recently recorded Management Certificate in Hood County real property records (recorded **11/07/2023**, Doc. No. **2023-0014659**) lists **Goodwin & Company** as the designated representative/manager contact.

If THE PROPERTY CENTER is currently acting as the Association's collection agent, you should treat this mismatch as an additional **compliance red flag** and immediately suspend collection/lien activity unless and until lawful authority is documented and management disclosures are current and accurate.

5) Demand — Cease Collection and Lien-Related Activity Immediately (Stand-Down)

Accordingly, you are hereby directed to **immediately cease and desist** from:

- demanding payment of dues/fees/assessments/fines relating to the above property;
- representing that the Association has lien authority over the above property;
- threatening collection, credit consequences, attorney involvement, or foreclosure;
- assisting in maintaining, enforcing, or re-recording any lien against the above property; and
- contacting third parties (neighbors, prospective buyers, lenders, title companies) with claims of delinquency or lien authority.

This stand-down demand applies equally to any attorneys, vendors, or third parties you engage. If the Association instructs you to continue collection activity, you are now on notice that the underlying authority is disputed and appears unsupported by the recorded chain required for a real-property lien.

6) Demand for Written Confirmation and Document Production (10 Days)

Within **10 days** of receipt of this letter, provide written confirmation that THE PROPERTY CENTER:

1. has ceased all collection activity regarding the above property;
2. will not participate in lien maintenance, enforcement, or re-filing; and
3. has instructed staff and vendors accordingly.

If you contend you may continue, then provide the **specific recorded instrument(s)** (book/page or clerk instrument numbers and recording dates) that you believe:

- continued the Declaration past **January 1, 1990**, and

- assigned/succeeded the Section 9/10 covenant lien and collection/foreclosure rights to Sky Harbour HOA.

General references to “amendments,” “supplements,” “bylaws,” board policies, or “custom and practice” are **not responsive**.

7) Anti-“Paper Over” Notice

Any attempt after receipt of this notice to “paper over” defects by recording substitute instruments—rather than identifying the **preexisting recorded continuation and successor/assignment chain** you contend already exists—will be treated as evidence that Doc. No. ***** was filed and maintained **without lawful basis**.

8) Preservation of Evidence

You are instructed to preserve all records related to my property and any collection/lien activity, including but not limited to:

- account ledgers and “delinquency” calculations;
 - all demand letters, emails, call logs, scripts, notes, and internal comments;
 - communications with the Association, its attorneys, prior management, or vendors;
 - vendor records relating to liens, collections, and posting/notice activity;
 - the management agreement scope (authority to lien/collect), instructions received, and any compliance review performed.
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9) No Waiver

Nothing herein is an admission of any obligation or debt. All rights and remedies are expressly reserved.

Sincerely,



Granbury, TX 76049