

**FINAL DEMAND FOR RELEASE OF WRONGFUL LIEN, PROOF OF AUTHORITY, AND  
NOTICE OF ONGOING DAMAGE ACCRUAL  
CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

**Date:** \_\_\_\_\_

**To:**

Sky Harbour Homeowners Association, Inc.  
2707 Galaxy Street  
Granbury, TX 76049

Peter F. Bagley, Registered Agent / Counsel  
2304 W. Interstate 20, Suite 240  
Arlington, TX 76017

The Property Center  
Attn: Managing Broker / Compliance Officer  
510 West Pearl St., Suite 100  
Granbury, TX 76048

**From:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re:** Final demand regarding wrongful lien / continuing cloud on title affecting:

Legal description of lot(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lien clerk document number(s), if known:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To all recipients:

This is a final written demand.

I dispute the claimed authority of Sky Harbour Homeowners Association, Inc. to assess, collect, lien, or otherwise enforce against my lot. I further dispute the validity of any recorded lien, threatened lien, collection demand, or related cloud on title affecting my property.

You have already been placed on notice by prior homeowner correspondence demanding recorded proof of authority, release of unsupported liens, and identification of any valid continuation and succession instruments. Those concerns remain unresolved, and the same authority defects continue to exist. A similarly situated homeowner previously demanded release/expunction and specific recorded proof of continuation beyond January 1, 1990, as well as proof of lawful succession to the lien / collection / foreclosure rights being asserted here.

I will be direct: **you are attempting to operate as an enforcement authority without first establishing that you are one.**

My dispute is based on the same unresolved defects already raised in prior homeowner demands, including:

- the recorded restrictions cited as authority contain a date-certain endpoint of **January 1, 1990**;
- the duration language is being treated as extension/revival language even though the recorded language does not clearly provide automatic renewal;
- the entity identified in the original covenant structure is not the same entity now asserting lien / collection authority;
- no competent recorded continuation instrument and no competent recorded succession / assignment chain have been produced to me; and
- the 1975–1976 conveyance document does not clearly supply modern land-use enforcement or lien authority over privately owned lots.

The continued maintenance of this lien / threatened lien / collection claim is causing a present and ongoing cloud on title. That cloud interferes with marketability, financing, title clarity, planning, and peaceful enjoyment of the property.

## **DEMAND**

Within **ten (10) business days** of your receipt of this letter, you must do **one** of the following:

### **Option 1 — Remove the cloud you created**

1. Execute and record an unconditional release / withdrawal / expunction of every recorded lien affecting my lot; and
2. Deliver to me a file-stamped copy of each recorded release.

## **Option 2 — Prove your authority**

Deliver a written response identifying, by exact Hood County recording reference:

1. each recorded instrument you contend lawfully continued the restrictions beyond  
**January 1, 1990;**
2. each recorded instrument you contend lawfully transferred or succeeded the lien / collection / foreclosure rights to the present claimant; and
3. each recorded instrument you contend authorizes the present management / agent / counsel structure to maintain or enforce these claims against my lot.

General references to “amendments,” “supplements,” bylaws, board actions, policy, custom, or practice are not responsive.

## **NOTICE OF DAMAGE ACCRUAL**

If you do not fully release all affected liens or produce the demanded recorded proof within that 10-business-day period, then beginning on **day 11** I will treat the continued clouding of title as ongoing, willful misconduct and will quantify my damages at the rate of:

**\$100 per day, per lot**

for each lot I own that remains under an unjustified cloud of title.

This is not a waiver of any larger amount I may seek. It is written notice of the minimum daily value I will assign to the continuing damage caused by your refusal to either prove authority or remove the cloud you created.

**You do not get to ignore repeated demands, maintain liens without documented authority, and then pretend the resulting harm has no daily cost.**

## **STAND-DOWN NOTICE**

Pending full release or full production of documented authority, you are directed to cease and desist from:

- demanding payment tied to the disputed lien or claimed authority;
- threatening foreclosure, attorney escalation, collection escalation, or additional charges;
- filing additional liens against my lot;
- communicating to third parties that such lien or collection authority is valid; and
- taking any step to “paper over” the defect with substitute filings instead of identifying the preexisting recorded authority you claim already exists.

## **PRESERVATION OF EVIDENCE**

You are instructed to preserve all records relating to:

- lien preparation and filing;
- communications among the HOA, management company, counsel, vendors, and agents;
- authority analysis, if any;
- ledgers, fee calculations, late charges, and collection notes;
- internal discussions regarding my lot; and
- any decision to continue lien or collection activity after prior homeowner notice and after this final demand.

## **FINAL NOTICE**

You have already had homeowner notice of these authority defects. This letter applies that notice to my property and gives you one final opportunity to either prove your authority or remove the cloud you created.

If you cannot prove your authority, release the lien.

If you refuse to release it, do not expect the continuing damage to my property interests to remain free of consequence.

**Sincerely,**