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October 27, 2023

**To: Members of the Sky-Harbour Homeowners Association, Inc.**

**Re: Sky-Harbour Homeowners Association, Inc. (the “Association”)**

Dear Members,

This firm represents Sky-Harbour Homeowners Association, Inc. (the “**Association**”). As you may know, Sections 3, 5, 7, 8, 9 and 11 of the Association have purportedly terminated the restrictions and conditions imposed by the Declaration through individual amendments for each above-mentioned Section as of the date of this letter. Each amendment was signed solely by the owners of the pertinent Section and recorded in the Official Public Records of Hood County, Texas (the “**Amendments**”). Those Amendments lacked the sufficient number of votes in order to remove the restrictions from each Section, as explained herein below.

Sky Harbour Addition is comprised of eleven (11) Sections. Whereas, for the purposes of assuring the orderly and uniform development of the property within the Association as a residential district of desirable character and in order to carry out a general plan of development for the benefit of each purchaser of a lot or lots within the Association, Sky Enterprises, Inc., a Texas corporation (the “**Dedicator**”) desired to establish reservations, restrictions and covenants on the property within the Association. Each Section of the Association is governed by its own set of restrictions and covenants (collectively, the “**Declaration**”). Pursuant to the Paragraph entitled “**DURATION**” in the Declaration of each Section of the Association provides:

“All of the restrictions and covenants herein set forth, save as the same may be changed pursuant to the provisions of this dedication, shall continue and be binding upon the undersigned, its successors and assigns, and all parties claiming by through or under it until January 1, 1990, **provided that the owners of the legal title to land accounting for more than fifty (50%) percent of the area covered by this dedication and subsequent dedications and amended dedications of SKY HARBOUR HOMEOWNERS ASSOCIATION**, may at any time after ten (10) years from the date of this instrument, by written document, duly executed, acknowledged, and recorded in the Deed Records of Hood county, Texas, from time to time release any one or more of the restrictions or conditions herein set forth

as to any lot or lots herein dedicated, such instrument to become effective from the date of recording, All restrictions and covenants affecting lots herein dedicated from such date for successive periods of ten (10) years each, subject to the right to change the same pursuant to the provisions of this dedication.” (emphasis added)

In other words, the referenced Duration Section above provides, “owners of the legal title to land accounting for more than fifty (50%) percent of the area covered by this dedication and subsequent dedications and amended dedications of SKY HARBOUR HOMEOWNERS ASSOCIATION,” which means that a vote to release any restriction requires a vote of the owners of the legal title to land accounting for more than fifty (50%) percent of the area covered by the ENTIRE Association and all Declarations, and not simply the majority of the owners of one single Section of the Association. Accordingly, the Amendments at issue that purportedly removed Sections 3, 5, 7, 8, 9 and 11 from the Association are insufficient. The Amendments were not passed properly, and therefore, the Amendments did not successfully remove any of the above-mentioned Sections from the Association. Further, despite the language in the Amendments, no prior debts or liens have been forgiven by the Association. The Association did not approve the Amendments, or the forgiveness of any liens or debts.

We will work with Gary Werley to resolve this matter. We understand that he is counsel for each person who signed the Amendment.

Sincerely,

/s/ Kathleen Kilanowski

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