

CEASE AND DESIST NOTICE

UNLAWFUL ATTEMPT TO IMPOSE PROPERTY OWNERS' ASSOCIATION AND DEMAND TO HALT VOTE, MISREPRESENTATIONS, AND UNAUTHORIZED EXPENDITURES

DATE: 1/19/2026

TO:

Board of Directors / Acting Board

Talahi Lake Estates Property Association, formerly known as Talahi Lakes Management Corp.

This Cease and Desist Notice is issued on behalf of multiple **Talahi Lake Estates property owners**, including owners in **Sections I, III, and IV**, whose properties are **not subject to any recorded declaration of covenants or restrictions**.

You are hereby placed on **formal notice** and directed to **IMMEDIATELY CEASE AND DESIST** from proceeding with any vote, meeting, solicitation, expenditure, or action intended to create, impose, or represent the existence of a Property Owners' Association ("POA") applicable to Talahi Lake Estates properties that have not been lawfully submitted to such governance.

1. Failure to Disclose Absence of Recorded Covenants

The Board has **failed to be upfront and truthful** with property owners in Sections I, III, and IV by:

- Knowing or having reason to know that no recorded CC&Rs apply to their properties;
- Allowing owners to continue operating under the false pretense that their properties were already restricted;
- Using fear-based and coercive messaging to suggest that if owners do not vote "yes," the board will have no ability to enforce any rules;
- Inducing owners to vote themselves into permanent restrictions that **do not presently exist**.

This conduct constitutes **material misrepresentation and bad-faith inducement**, and any vote procured under such circumstances is legally voidable.

Georgia property restrictions are not implied; to bind a parcel, restrictive covenants must be created by a valid written instrument and reflected in the public record applicable to that parcel.

If you contend that any property in Sections I, III, or IV is subject to mandatory POA or HOA governance, assessments, rules, fines, liens, or enforcement authority, please identify the specific recorded instrument(s) you rely upon for each section (including book and page or instrument number) within five (5) days. If you cannot do so, you must cease representing that such authority exists.

2. Improper Inclusion of Scarborough Cove in the Vote

Scarborough Cove is a **separate legal entity** with its **own established HOA**.

The Board has improperly allowed, or proposed allowing, Scarborough Cove owners to vote on the creation of a POA that would govern **Talahi Lake Estates properties**, despite the fact that:

- The proposed POA would have **no governance authority** over Scarborough Cove;
- Scarborough Cove parcels are **not legally identical or commonly governed parcels** with Talahi Lake Estates;
- Owners of one entity **cannot vote to encumber the land of another entity**.

This violates fundamental principles of Georgia property law and corporate governance and renders any such vote **legally defective**.

Attempting to impose association governance on parcels owned by non-members through votes cast by a different HOA further exposes the Board to claims for ultra vires acts, slander of title, and related injunctive relief.

Georgia law requires a common, recorded declaration to bind parcels under shared governance.

3. False Statements Regarding a “2/3 Vote” Forcing Inclusion

The Board has represented to property owners that:

“A two-thirds (2/3) vote can force all properties into the POA.”

Owners dispute that characterization.

At a minimum, the following points apply:

- The Georgia Property Owners’ Association Act (O.C.G.A. section 44-3-220 et seq.) applies only to property submitted by a recorded declaration;

- No vote, majority or otherwise, can impose POA obligations on property **absent a properly executed and recorded covenant binding that property**;
- Owners of unrestricted property **cannot be forced** into a POA by neighbor vote.

Continued repetition of this claim after receipt of this notice may constitute misrepresentation.

4. Misrepresentation of Status by Renaming as a “POA”

The Board’s act of changing its name or holding itself out as a “POA” **prior to lawful formation** constitutes a further misrepresentation intended to:

- Create the false appearance of existing enforcement authority;
- Intimidate owners into compliance with non-existent rules;
- Justify enforcement actions that have **no legal basis**.

Any association or board possesses only the authority granted by valid recorded instruments applicable to the properties at issue, and may not expand that authority by rebranding, informal votes, or public messaging.

5. Improper Use of Lake Management Dues for Unauthorized Legal Expenses

You are hereby directed to **IMMEDIATELY CEASE AND DESIST** from using, authorizing, approving, or expending **Talahi Lake management dues or funds** for any of the following purposes:

- Legal fees, consultations, retainers, or expenses related to the formation, evaluation, defense, or implementation of a POA;
- Legal review of, or response to, this Cease and Desist Notice;
- Legal expenses incurred to justify, advance, or defend actions taken beyond the scope of lawful authority;
- Any legal or professional fees **not expressly approved by Talahi Lake owners for lake maintenance purposes**.

Talahi Lake management dues were historically and contractually collected for the **limited purpose of lake maintenance, preservation, and safe use**, and **not** for governance restructuring, litigation strategy, or association formation.

Owners demand transparency and confirm that no lake management funds will be used for POA formation, governance restructuring, legal strategy, or related professional fees absent documented owner authorization.

6. DEMAND

You are hereby demanded to **IMMEDIATELY**:

1. Halt any vote, meeting, ballot, or solicitation related to POA inclusion;
2. Cease all representations that owners can be forced into a POA by vote;
3. Cease representing yourselves as a POA or enforcing POA-like authority;
4. Cease including Scarborough Cove or any other separate entity in votes affecting Talahi Lake Estates properties;
5. Cease using lake management dues for unauthorized legal expenses;
6. Issue a written correction to owners clarifying that, absent identification of any applicable recorded covenants, Sections I, III, and IV are not subject to mandatory POA governance or enforcement authority.

7. Notice of Legal Exposure

Failure to comply with this notice will result in owners pursuing all available remedies, including but not limited to:

- Declaratory and injunctive relief;
- Temporary restraining orders and permanent injunctions;
- Claims for slander of title;
- Claims for fraud, negligent misrepresentation, and breach of fiduciary duty;
- Disgorgement of improperly spent funds;
- Attorney's fees and costs;
- Court orders voiding any improperly conducted vote.

This notice is provided to afford you the opportunity to avoid unnecessary litigation.

GOVERN YOURSELVES ACCORDINGLY.

