Oldham & Reece, LLP
Attorneys at Law
www.lcopc.com

416 Pirkle Ferry Road
Suite K-500
Cumming, Georgia 30040

Tel. (770) 889-8557
Fax (770) 888-4988

April 29, 2006

VIA INTERNET E-MAIL TO pyork@hplegal.com

Peter R. York, Esq.
Hawkins & Parnell, LLP
4000 SunTrust Plaza
303 Peachtree Street, N.E.
Atlanta, Georgia 30308

Re: High Gables Homeowners Association, Inc. v. Larry C. Oldham, Civil Action File No. 05-CV-2005, Superior Court of Forsyth County, Georgia

Dear Peter:

I finally have had a chance to review the letter you circulated to the members of the High Gables Homeowners Association on April 14, 2006 (the first time I heard about it was from a neighbor on Monday night, and the first time I saw it was this past Thursday afternoon when your assistant, Jaye Tucker, sent it to me by facsimile). I take exception to the misinformation contained in the letter and find it interesting that at the same time you were wishing me the best at getting the proxies I had requested from my neighbors, you were doing what you could to make sure that those same neighbors would opt to stay out of the fray.

Having said that, I am mindful that it may not have been your intention to chill the willingness of my neighbors to help since I had requested the proxies be returned to me by April 14, 2006 and you did not send your letter until then. Nevertheless, I do not believe that your communication to the HOA members served any purpose under the circumstances other than to maintain the status quo. While I guess I will be able to tell from the HOA's response to the settlement proposal I sent you this past Thursday if it is genuinely interested in resolving this matter amicably and not afraid of exposing its actions to the light of day at a meeting of the HOA's members, I am certainly disappointed that you felt it necessary to provide what I consider materially misleading information to the HOA members on the heels of my request for their proxies. While your letter may not have affected the willingness of the apathetic masses in the neighborhood to allow both sides to be heard in a public forum within the neighborhood, I find it unfortunate that you found your approach necessary.

For future reference, my residence address is "4250 High Gables East", not "4230 High Gables East", and I have not lived at 4230 since December of 2004. As you know, I did not get your letter when you sent it and would never have known about it if not told by one of my neighbors. I understand that you assumed I would get it since it was addressed to me at my home, and I would have, had it been properly addressed. Upon learning of the situation, I rechecked the list of owners that the HOA provided to me pursuant to my demand for inspection of the HOA's corporate records as of February 10, 2006 to make sure that my residence address was listed correctly, and it is (I have included a copy of Page 10 of the listing for your information).

When I spoke to Ms. Tucker on Thursday, she confirmed that she had corrected the information on the HOA list on your system, but in the future, I request that you provide me with any correspondence to the members of the HOA both as a resident and in my capacity as attorney for myself so that nothing else slips through the cracks. This matters to me for obvious reasons, since I also did not receive a copy of the HOA's October 19, 2005 letter to the HOA members until well after everyone else in the neighborhood.

While it remains to be seen whether your assertions that "...the Board of Directors for the High Gables Homeowners Association have [sic] maintained the highest level of fiduciary duty in protecting the covenants of your neighborhood...", you are certainly entitled to express that opinion on behalf of your client. While I dispute your contention that "...[t]he Board of Directors attempted to have this matter with Mr. Oldham resolved in the most efficient and practical manner possible [and] unfortunately, the property in question is still not in compliance with the High Gables' [sic] Covenants...", I would have liked it more if you had pointed out that none of us believes that the catfish mailbox is allowed but we are involved in a genuine (albeit silly) dispute over whether or not the HOA is required to provide me with specifications that will allow me to construct my own mailbox rather than being forced to buy one from what appears to be the HOA's exclusive provider, Peachtree Post & Box Company.

It was not accurate for you to state that "...attempts to resolve this matter through conversations were refused..." and it would have been better for you to say that I did not respond to letters from Heritage Property Management in writing until after I did the work in November. It also would have been nice for you to state (more accurately, I might add), that when you finally offered to meet with me in response to my requests to Jay Pontrelli, Mark Joiner and you for a sit-down discussion, the following general points already had been made between us: (i) Mr. Pontrelli stated in our January 31, 2006 conference call with Judge Bishop that the HOA had not yet responded to my two week old verbal request for a meeting (not to mention my prior written offers to meet) and you stated that it made no sense for the HOA to meet with me since I indicated I was not willing to pay it anything; (ii) I told you that if the condition to us meeting was that I was going be paying any attorney's fees or fines to the HOA, there was no need for us to waste the time and expense of meeting in person; (iii) I told you I saw no point in meeting with you or Mr. Pontrelli without having the members of the HOA Board also involved, as the attorneys could discuss whatever we needed to over the telephone; and (iv) until recently, you conditioned any meeting between me and the HOA Board members on my willingness to come off my position that because of the way the HOA has chosen to handle the matter by costing me a substantial amount of time and expense in defending myself zealously, I will not pay anything to it. While you eventually came around to the notion of my meeting with the HOA Board and counsel at the same time, you only conveyed that to me in the last week or so, and I told you that I felt that the HOA's belated offer was too little, too late because of the additional waste of resources I have had to endure.

I do not appreciate your attempt to make it appear that I frustrated the HOA's ability to have a hearing on this matter when you indicated "...[o]n March 29, 2006, we were prepared to deliver our position to the Court; however, Mr. Oldham filed a Demand for Jury Trial...." It

certainly would have been more accurate for you to let the members know: (i) that Judge Bishop had decided on his own that this matter was ripe for a bench trial before the HOA's discovery responses were even due to me (and that I had served mine to the HOA in accordance with the rules on March 27, 2006); (ii) we were both surprised at receiving the Bench Trial Order and I told you on March 10, 2006 that I was going to go ahead and file a jury demand because neither of us should have to try the matter before even receiving the other's discovery responses or completing the discovery to which we were entitled, even under Judge Bishop's time-shortened discovery schedule; (iii) you and I both agreed on March 10, 2006 that there was no way the matter was going to be tried before Judge Bishop on March 29, 2006 because my jury demand trumped his bench trial order; (iv) both of us agreed that this matter would not be ready for trial on March 29, 2006, especially in light of the fact that I would not have the HOA's discovery responses and I might want to do additional discovery before the trial, like taking depositions; and (v) since we received nothing official from the Court about the hearing being off, I agreed to confirm with Judge Bishop and his calendar clerk that fact that the hearing was off the calendar, which I did on March 28, 2006. To refresh your recollection of these facts, I have included a copy of the e-mail message I sent you on March 10, 2006 confirming same. In essence, both of us clearly knew that there would be no bench trial before Judge Bishop on March 29, 2006, yet you make it seem that I pulled something at the last minute to delay a hearing of this matter.

I also would have liked it if you had seen fit to inform the members of the HOA that with discovery ending and me having to notice depositions prior to or during Spring Break in order for me to be able to complete them within the Court-shortened discovery period, I agreed to forbear from doing so (and to give you the additional time you requested to respond to my discovery requests) and we extended the discovery period for a reasonable time to give us the requisite time to do what we needed to do. Ironically, I gave you an additional extension of time to April 14, 2006 when you needed it, and I have continued to be willing to talk to you in an attempt to find a reasonable resolution of this matter, even coming off of my clearly stated position that I would not pay anything to the HOA by agreeing to pay a symbolic fine of $212.50 for my civil disobedience (that amount represents half of the $425.00 in fines from December 13, 2005 to December 30, 2005 for installing the catfish) so long as the HOA Board is willing to call a special meeting to elect officers and directors with the authority to act on behalf of the HOA and to allow the members at that meeting to at least consider correcting some of the problems with the HOA and the covenants that have come to light during the course of the Action.

After we talked last week, I understand why you erroneously stated in your letter that I had filed a lawsuit against the board members, even though I have not yet done so. When I filed my Answer, Counterclaim and Third Party Complaint, the purpose of the Third Party Complaint was to make the HOA aware that I intended to add individual members of the HOA (which could include both HOA Board members and neighbors) as parties to the Action if it appeared that same would be appropriate after I learned more about the facts of the matter through discovery. I couched the Third Party Complaint in those terms so that it would be easier to add parties if same became necessary, indicating that it was "...against individual members of Plaintiff and others who are identified through discovery...." The idea was that if I identified persons would should be individually liable through the course of discovery, I would be adding them as parties to the

litigation in their individual capacities so long as same was warranted. In each such case, I would file an amendment to my Answer, Counterclaim and Third Party Complaint adding any party so identified.

You filed an Answer to the Third Party Complaint which I first took to be file-churning since Georgia law does not require an answer to a counterclaim and there really was no identified individual against whom I had then filed a Third Party Complaint. I now understand that what you did was out of an abundance of caution, since it was not clear what I was trying to accomplish with the Third Party Complaint, and I will take the blame for the confusion. The only thing I can say is that all of my actions to date have been consistent with my position that only the HOA is involved in this Action at this point, and that if I am forced to proceed, I will be adding the individual members of the HOA as parties only because same is required to afford me complete relief under the ultra vires theory I have identified to the HOA. While I disagree with your expressed opinions that the Board is serving "...the community by overseeing the objectives of the [HOA]" and your misplaced confidence that this "...matter will be resolved in a manner that strengthens the High Gables Covenants...", you again are entitled to express those opinions on behalf of your client.

Because it is my family, and not you, who will be living in this neighborhood long after this Action has concluded, I felt compelled to respond to your letter rather than leaving it out there so that those who may care will see that there is more to this story than the "spin" that the parties and their attorneys place on the facts. You and I take positions on behalf of our clients for a living and try to communicate with others in a way that best supports those positions, and the only proper way for a person to understand the real story is to look at all of the relevant facts and circumstances. Whether they agree or disagree with my position, anyone interested can find out all they want to know about this matter by visiting the <High Gables v. Oldham> web pages on my firm's website at **www.lcopc.com**, and I encourage them to do so. Accountability for one's actions is the key to making sure those actions are appropriate under all of the material facts and circumstances, and it would be nice to know that this HOA is committed to that principle.

I hope the HOA accepts the settlement proposal I sent you this past Thursday so we can all get on with our lives. If not, then I join the Board in its invitation to the neighbors and others to attend the hearings before Judge Bishop and the trial of this matter so they have the opportunity to hear everything the parties have to say for themselves.

I look forward to the HOA's response to my settlement proposal.

Very truly yours,

Larry C. Oldham

cc: P. Jay Pontrelli, Esq. (via e-mail) jpontrelli@stites.com
All HOA members by U. S. Mail

HIGH GABLES HOMEOWNERS ASSN
OWNER SUMMARY AS OF 02/10/06

ACCOUNT NUMBER	STREET ADDRESS	LOT/UNIT NUMBER	DATE SETTLED
136-4215NKL	4215 NIGHT SKY LANE DANNY & CINDY WADE (H)	50	
136-4220NSL	4220 NIGHT SKY LANE MARK & KRISTI EADES (H)	42	09/30/05
136-4230HGE	4230 HIGH GABLES EAST TIM PEARCE (H)	36	01/21/05
136-4230NKL	4230 NIGHT SKY LANE PAUL MASHBURN (H)	43	09/22/04
136-4235HGE	4235 HIGH GABLES EAST JEANETTE WALL (H)	77	
136-4235NKL	4235 NIGHT SKY LANE RYAN & LOCKIE GRACE (H)	49	
136-4240HGE	4240 HIGH GABLES EAST RALPH & KELLY RIDGELL (H)	37	
136-4240NKL	4240 NIGHT SKY LANE KEITH & SANDRA BANI (H)	44	06/29/04
136-4245NKL	4245 NIGHT SKY LANE JANICE GRIMES (H)	48	
136-4250HGE	4250 HIGH GABLES EAST LARRY C. OLDHAM (H) 4230 HIGH GABLES EAST; CUMMING, GA 30041-2054	38	10/29/03
136-4250NKL	4250 NIGHT SKY LANE MIKE & MEG BOHN (H)	45	
136-4255NSL	4255 NIGHT SKY LANE BILL & MELINDA BENTON (H)	47	
136-4260HGE	4260 HIGH GABLES EAST WADE & LAUREN STEWART (H)	39	09/28/04

Larry Oldham

From: Larry Oldham - Larry C. Oldham, P.C. (770) 889-8557 [larryoldham@lcopc.com]
Sent: Friday, March 10, 2006 5:18 PM
To: 'pyork@hplegal.com'
Cc: 'Pontrelli, Jay'
Subject: High Gables v. Oldham

Attachments: pld19benchtrialorder.pdf; pld20jurydemand.pdf

pld19benchtrialorder.pdf (14 K...) pld20jurydemand.pdf (41 KB)

Attached is Judge Bishop's Order for Bench Trial. I went ahead and filed a Demand for a Jury Trial (also attached), just to get it out of the way.

As we discussed, I am amenable to each of us reviewing the discovery responses of the others that are due at the end of March and to determine any depositions we need, which we can take in April. We do not even need to request an extension of discovery from Judge Bishop if we can agree to take the depositions outside of the discovery period and before the trial.

Like the HOA, I would like to have this matter heard and determined before the pool opens for the summer, and I will agree to placing this thing on the next available jury trial calendar in mid-April or early May.

When presenting my offer to do the legal clean-up work, you could couch it in terms of me being willing to provide community service for the neighborhood.

Talk to you.

Larry C. Oldham
Oldham & Reece, LLP
416 Pirkle Ferry Road
Suite K-500
Cumming, Georgia 30040
(770) 889-8557 (phone)
(770) 888-4988 (fax)
larryoldham@lcopc.com