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May 5, 2006

**VIA INTERNET E-MAIL TO [pyork@hplegal.com](mailto:pyork@hplegal.com)**  
**AND U. S. MAIL**

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:

The reason I have not responded to the counteroffer the HOA sent me this past Tuesday until now is that I have been struggling mightily in making a decision on how I want to proceed.

I made my April 27, 2006 settlement proposal in the utmost good faith and would have been satisfied if the HOA Board had accepted it as presented. I had carefully considered my offer and presented what I believed to be a reasonable compromise of the competing concerns of all parties that resolved this nonsensical dispute over my driveway, mailbox and landscaping and adequately addressed serious issues regarding the operation of the HOA that have come to light during the course of the litigation and need to be addressed immediately, one way or the other. The HOA Board had the opportunity to accept my proposal as presented but chose instead to reject it and to add additional terms and conditions that will never be acceptable to me.

The HOA's failure to understand the arguments I have raised from the outset remains apparent in its counterproposal and confirms the arrogance and unwillingness of the HOA Board to re-examine its handling of this matter and the issues I have raised, a fundamental problem that I have been crusading against all along. As I indicated to you in our conversation yesterday, you and I have very different understandings of our telephone conference on Monday, and that is one reason I wanted to communicate this response to you in writing so there can be no misunderstanding about where things are at this point.

My understanding of our conversation on Monday regarding the possible settlement of this Action was that the HOA had essentially agreed with all of the terms of my April 27, 2006 settlement proposal, with the exception of Paragraph 3. When you mentioned an apology from

me, I told you I would not be willing to give one (and that, in turn, I would not require one from the HOA). I also told you that while I would work with you regarding revisions to Paragraph 3 that would address the HOA's issues while also addressing my concerns, I would not do so in a way that would require me to submit to the authority of an HOA Board that I do not believe to have been properly elected or validly existing. When discussing that issue, I explained that while I do not desire any further run-ins with the HOA Board, I am not going to put myself in a position where I lose my valid legal arguments against its unauthorized actions unless it is willing to correct the situation with the special meeting I have requested (which, unless attended by a quorum of the HOA members either in person or by proxy, will also be invalid). The HOA has never seemed to understand the seriousness of the quorum problem I have identified, and I suggest that it consult Robert's Rules of Order, 10th Ed. and Robert's Rules of Order for Dummies for information confirming what I have been saying about the quorum requirement that it should find enlightening.

As you know, we never discussed the "gag" proposal specified in Paragraph 10 of your counterproposal, which reminds me of a similar requirement that Jay Pontrelli included in his December 30, 2005 letter to me. If this HOA Board believes in the validity of its actions to date in the same way as I do in mine, why does it care if my web pages continue to exist in perpetuity, which is my intention? Why does the Board want to resolve this matter in a way that sweeps it, as well as the valid legal issues that I have raised regarding the authority of the HOA Board to act, under the rug? Why will the HOA Board members not agree to answer questions about this matter at a meeting before our neighbors, as I am willing to do?

Regardless of what the HOA Board and its counsel may think, I am not some lunatic that has been angling for a way to avoid responsibility for his actions. I did not spend in excess of \$12,000.00 of my professional time (not to mention at least 70 hours of my personal time) to date fighting against what I believe to be the ridiculous handling of this matter by the HOA Board just to try to save a few thousand dollars in fines or attorney's fees. If I thought I was wrong when this matter started, I would have paid what I needed in order to settle it and would have put it behind me a long time ago. I have made my position as clear as I can in my letters to you, Mr. Pontrelli and the members of the HOA Board and in the writings that I have posted to my web pages.

You have expressed your opinion that my ultra vires argument is a loser and the academic in me welcomes a determination of that issue to be made by Judge Bishop and Georgia's appellate courts, if necessary. Even if I lose that argument, I am steadfast in my belief that my actions were reasonable and that those of the HOA were unreasonable under the applicable facts and circumstances. For me to agree to any resolution of this matter that abandons those

principles makes me nothing more than a blowhard who never believed in his position in the first place and who was always just making an argument to get himself out of trouble. I assure you that I am no such thing.

Right or wrong, I believe in my position and a disinterested third party trier-of-fact is going to have to be the one that tells me I should lose. While I recognize that we all lose in some way by continuing this litigation, at least an insurance company is paying for the HOA's defense and this is not really costing me anything other than my professional time (as you like to point out). Along those lines, I have not appreciated the HOA's cavalier approach in determining that this matter has cost me nothing because I am representing myself and I am deadly serious about recovering for the professional time and money I have had to waste on this matter as the litigation proceeds and will do what I can to get every last dollar of it back. While the web pages have all been at my cost, if I have anything to say about it, the balance of my costs and expenses will be borne by the HOA or the individual members of the HOA Board who instituted this unnecessary litigation.

I am sure the HOA has its reasons for rejecting my April 27, 2006 offer and as you know, its stands rejected or withdrawn by its terms and the HOA Board's failure to accept it as presented. I am not willing to make any other offers to compromise or settle this matter at the present time. While my wife, Lynn, and I remain willing to sit down with you, Mr. Pontrelli and the HOA Board members at my office to discuss the matter if you think it will help, please understand that we will never accept any offered compromise that requires us to apologize for our actions, does not adequately address the ultra vires issues, shuts off our rights of free speech, or that effectively sweeps this matter under the rug. Since the neighborhood has been apprised of this situation through the mailings that both sides have sent to the HOA members and my web pages, if we ever do resolve this matter amicably, the terms of any final resolution of this matter will have to be fully disclosed to the HOA members.

I plan to proceed expeditiously with getting complete responses to my discovery requests from the HOA and filing my request for an injunction. Please let me know by 5:00 p.m. next Wednesday, May 10, 2006, whether the individual members of the HOA Board will consent to being added as parties in the current Action or if I will need to file a separate action to add them and consolidate it with this Action. I will understand your failure to respond, in writing, by that time to mean that the individual members of the HOA Board do not wish to cooperate and I will proceed accordingly.

You will recall that a couple of weeks ago you called me to confirm the HOA's agreement that my family and I will not be prohibited from using the neighborhood amenities during the

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pendency of this Action, but you have never done so in writing. Please do so by next Wednesday at 5:00 p.m. so I do not have to address that matter with Judge Bishop.

I am sorry we were not able to resolve this matter at the present time and perhaps the opportunity will present itself again in the future. In any event, my firm and I look forward to continuing to work with you and Mr. Pontrelli on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Larry C. Oldham", followed by a horizontal line.

Larry C. Oldham

LCO/bms

cc: P. Jay Pontrelli, Esq. (via e-mail) [jpontrelli@stites.com](mailto:jpontrelli@stites.com) and U. S. Mail