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May 19, 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:

After our discussion yesterday afternoon, I am agreeable to settling this matter on the following terms and conditions:

1. We will pay a fine to the HOA of \$212.50 within five business days of the HOA providing me with evidence of the satisfaction of the condition specified in Paragraph 3 of this letter agreement.
2. We will replace our current mailbox with a conforming mailbox that we will order from Peachtree Post & Box Company within five business days of the HOA providing me with evidence of the satisfaction of the condition specified in Paragraph 3 of this letter agreement.
3. The current members of the HOA Board will circulate to all members of the HOA a Written Consent of Members in Lieu of Meeting to be substantially in the form attached hereto as Schedule 1 and incorporated herein by this reference. While the HOA Board will solicit the signatures of all members of the HOA, this condition will be satisfied once the HOA Board has obtained the signatures of at least 73 members of the HOA voting in favor of the request to ratify and approve the continued service of the current HOA Board until the next annual meeting of the HOA. If some members who are solicited refuse to sign but the HOA Board nevertheless obtains signatures of at least 73 members of the HOA and the majority of those signatories vote in favor of the request to ratify and approve the continued service of the current HOA Board until the next annual meeting of the HOA, this condition will also be satisfied. The Written Consent may be in multiple counterparts, all of which will constitute one and the same document. If the current HOA Board satisfies this condition, the parties agree to resolve this Action as set forth herein and to finalize the settlement contemplated hereby by proper execution of all of the documents reasonably necessary to effectuate same. If the current HOA Board is unable to satisfy this

condition, the HOA Board agrees to hold a special meeting where the required quorum is present, the purpose of which will be to elect officers and directors of the HOA who are duly authorized to act on behalf of the HOA.

4. The parties will dismiss all of their respective claims against each other, with prejudice (the "Mutual Dismissal"), within five business days of the HOA providing me with evidence of the satisfaction of the condition specified in Paragraph 3 of this letter agreement.

5. Each party will bear its own expenses of litigation and attorney's fees.

6. I will forego my claims for abusive litigation against the HOA and the individual members of the HOA Board.

7. While we will not be required to submit landscape plans to the ACC, duly authorized representatives of a valid HOA Board will have the right to inspect our Property at any time after June 19, 2006 to notify us of any alleged deficiencies in our landscaping, and we will have until September 4, 2006 to address any reasonable allegations to the Board's reasonable satisfaction. It is my hope and belief that the new HOA Board will be able to sign off on this requirement as "satisfied" no later than June 18, 2006.

8. The parties acknowledge and agree that they are entering into this agreement while continuing to deny any liability to each other and in order to compromise disputed claims and avoid further expenses of litigation.

9. I will include a final update on my High Gables web pages that posts the following notice and that contains a copy of this letter agreement, and the HOA Board will retain a copy of this letter agreement in the records of the HOA. The HOA Board is invited to make whatever postings it wants to the web pages and I agree to post whatever it provides me, verbatim. I reserve the right to respond to the HOA Board's posting, and it may reply to my response. I reserve the right to update some of my links. Within five business days of the filing of the contemplated Mutual Dismissal, the HOA agrees to direct Heritage Property Management Services to mail the following notice to the members of the HOA (the notice will contain no other commentary or text, other than the date and the names and addresses of the members of the HOA):

"High Gables Homeowners Association, Inc. and Larry Oldham have agreed to resolve their differences on mutually agreeable terms, dismissing their claims against each other, with prejudice, and with each side paying their

own expenses and attorney's fees. Oldham has agreed to pay the HOA a fine of \$212.50 and to install a mailbox that he orders from Peachtree Post & Box Company. The other agreements of the parties are as specified in a letter agreement dated May 19, 2006 entered into between the parties, a copy of which is maintained in the records of the HOA.

Enclosed herewith is a self-explanatory Written Consent that is being sent to all members of the High Gables Homeowners Association, Inc. that requests your vote on certain actions being presented to the members to be taken by written consent. Please complete the Written Consent in the appropriate spaces provided and return it to us in the enclosed self-addressed, stamped envelope. Since the current bylaws of the HOA require the vote of at least 51% (or 73 total) of the members of the HOA for action by the members, we need the cooperation of all residents of High Gables and your vote must be post-marked by June 2, 2006 in order to be counted for purposes of the actions of the members specified in the Written Consent. The HOA Board will provide you with the results of the voting in another mailing to you the week of June 5, 2006.

Thank you for your help and we hope to hear from you within the specified time."

10. The HOA Board will take under advisement (i) revisions to the bylaws that may include, without limitation, notice and a right to be heard in a forum open to all HOA members before the HOA is authorized to file suit against a HOA member (although this will not limit the discretion of the HOA Board to do what it deems best in such situation); (ii) revisions to the covenants to address issues of concern to the members; and (iii) rules and regulations regarding use of the Common Areas by individuals to the exclusion of other members of the HOA under certain conditions approved by the HOA Board and memorialized in such rules and regulations. The HOA Board will discuss same with counsel of its choice and the HOA Board's recommendations with respect to any such revisions will be presented to the members and acted upon at the next annual meeting of the HOA.

11. At the next annual meeting of the HOA, the current HOA Board members and I will make ourselves available for up to 15 minutes to answer questions, if any, about the Action by the members in attendance.

Peter R. York, Esq.
May 19, 2006
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If the foregoing terms are acceptable, the HOA and the individual HOA Board members should acknowledge their agreement to the terms of this letter agreement by signing in the spaces provided below. My signature in the space provided below evidences my agreement to be bound by the terms and conditions set forth herein.

Very truly yours,



Larry C. Oldham

cc: P. Jay Pontrelli, Esq. (via e-mail) jpontrelli@stites.com

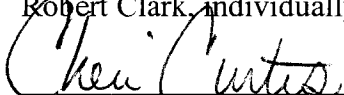
Accepted and agreed as of May 19, 2006.

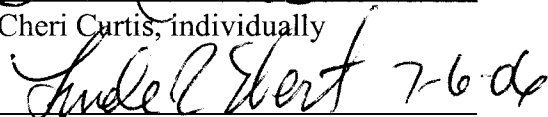
HIGH GABLES HOMEOWNERS
ASSOCIATION, INC.

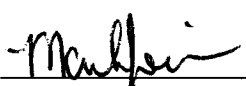
By:


Robert Clark, acting President

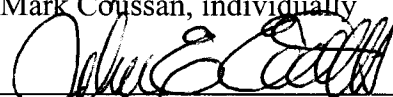

Robert Clark, individually

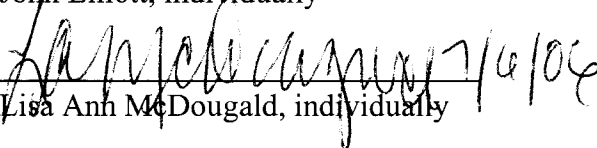

Cheri Curtis, individually


Linda Ebert, individually

 7/6/06
Mark Joiner, individually


Mark Coussan, individually

 7/6/06
John Elliott, individually

 7/6/06
Lisa Ann McDougald, individually

**WRITTEN CONSENT OF THE MEMBERS
OF HIGH GABLES HOMEOWNERS ASSOCIATION, INC.
IN LIEU OF A MEETING**

The undersigned, being the requisite number of members of High Gables Homeowners Association, Inc., a Georgia non-profit corporation (the "Association"), who are required to transact business on behalf of the Association, hereby take the following action by written consent without a meeting pursuant to the provisions of the Association's articles of incorporation and bylaws and the Georgia Nonprofit Business Corporations Code:

WHEREAS, the authority of the Association's Board of Directors has been challenged as a result of such Board having been elected at meeting of the members where less than the required quorum of members was present; and

WHEREAS, the Association disputes the challenge to the authority of the Association's Board of Directors but has agreed to present this question to the Association's members out of an abundance of caution; and

WHEREAS, the Association has requested that the Association's members vote on certain matters presented to them in this Consent without the necessity of having a meeting; and

WHEREAS, by signing in the space provided below and by further initialing "Yes" or "No" in response to the questions set forth herein regarding certain matters that the Association wishes to be voted upon by its members, such members are exercising their respective rights to be heard on the matters specified herein, with such votes being incorporated into this Written Consent by this reference; it is hereby

RESOLVED, that should the requisite number of Association's members vote in the affirmative as evidenced by their signatures hereto, the current Board of Directors and officers of the Association are authorized to continue to serve in the capacities in which they have been serving on behalf of the Association until the next annual meeting of the members until such time as their successors have been elected or appointed and have qualified or until their death, resignation, incapacity to serve or removal; and it is further

RESOLVED, that the current Board of Directors and officers of the Association are authorized and directed by the Association, acting in its name, on its behalf, and under its seal, to carry out and perform the duties and responsibilities

specified in the articles of incorporation and bylaws of the Association; and it is further

RESOLVED, that should the requisite number of Association's members vote in the affirmative as evidenced by their signatures hereto for the other matters specified hereinbelow, the Board of Directors and officers of the Association are authorized to carry out the members' wishes regarding such other matters; and it is further

RESOLVED, that the execution and delivery of any writings or the taking of any other actions which pertain to the subject matter of the foregoing Resolutions by the Board of Directors and officers of the Association are hereby ratified and approved by the Association as its own act and deed; and it is finally

RESOLVED, that this Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same document.

So resolved effective as of the date certified hereinbelow by the Secretary of the Association.

CERTIFICATION BY SECRETARY

I, Linda Ebert, Secretary of the Association, hereby certify that the foregoing represents true and correct text of Resolutions adopted by the Association by consent without a meeting effective as of the date set forth below. This Certification may be relied upon for all purposes by the Board of Directors and officers of the Association, Larry C. Oldham, the members of the Association and legal counsel engaged by the parties in that certain Civil Action styled High Gables Homeowners Association, Inc. v. Larry C. Oldham, Civil Action File No. 05-CV-2005, Superior Court of Forsyth County, Georgia.

IN WITNESS WHEREOF, I have set my hand and the seal of the Association hereto as of

28, 2006.



Linda Ebert, Secretary

[Corporate Seal]



