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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:

More than a week has passed since I requested from you, in writing, the information necessary to allow us to either finalize the settlement set forth in our May 19, 2006 letter agreement or to determine that the requirements thereof have not been satisfied. As you know, we discussed this matter last week and you indicated that (i) the HOA does not want to provide me with copies of the Addenda to the Written Consent as I have requested (although you have offered to let me travel to Heritage Management's office to view the Addenda or to travel to my office yourself with the Addenda to let me view them); and (ii) the individual members of the HOA are balking at signing the letter agreement, even though the mutual understanding that you and I reached was that they would do so contemporaneously with my delivery of the original counterparts of the letter agreement to you. I told you that I am tired of wasting my time on this matter and hereby demand the copies and/or originals of the signed documents I have requested.

In our conversation last week, I raised issues regarding the validity of Heritage Management's vote count and also let you know that I expect the individual members of the HOA Board (other than Lisa Ann McDougald, who apparently resigned recently) to honor the agreement you entered into on their behalf. It puzzled me when you indicated in our conversation that you do not represent the individual members of the HOA, since I have asked for clarification of this issue, in writing, on more than one occasion, and neither you nor Mr. Pontrelli have indicated that you do not represent the individual members of the HOA Board and its officers. While you admittedly do not represent Ms. McDougald, you seemed to find it objectionable that I intend to approach her directly about signing the letter agreement. I also found same puzzling, as it is my feeling that she simply cannot absolve herself of responsibility in this matter by resigning when faced with the prospects of my pursuing her and the other members of the HOA Board individually.

I want to make this simple, and either end the Action on the agreed terms (assuming the HOA received the requisite attendance at its meeting conducted by Written Consent), or continue with it until its conclusion. Your and the HOA's refusal to provide me with the information and signatures I have legitimately requested constitutes a repudiation of the settlement letter agreement, and unless the HOA cures this situation by the end of this month, I will consider the

conditions precedent to the enforceability of the letter agreement unfulfilled – thus making the settlement embodied therein null and void – and will proceed accordingly.

The HOA and its individual board members have never seemed to understand that I will continue to be a member of the HOA long after the Action is concluded and that they are going to have to deal with me until I am no longer a member of the HOA and one of their neighbors. I have made no secret of the fact that I find each and every one of them to have mishandled this matter and to have shirked their responsibilities to their neighbors and that I continue to be willing to seek justice through the avenues that are available to me and the other HOA members who are interested in pursuing same (even after taking into account the terms of the settlement). As you know, that includes the possibility of a called special meeting to remove one or more members of the HOA Board from office before the expiration of their current terms and the investigation (so long as requested by the requisite number of members of the HOA) of a derivative proceeding against them to recover the damages that the HOA has suffered as a result of their breaching their fiduciary obligations to the HOA in connection with their handling of this matter. Their best bet at this point is to do as I have requested and to hope that I decide not to encourage other members of the HOA to take appropriate action against them.

Please be aware that under no circumstances will I extend the deadline set forth above. Since you told me the other day you do not represent the individual members of the HOA Board, I am copying each of them with this letter just in case. The HOA and the individual members of the HOA Board have been warned and should govern their conduct accordingly.

Very truly yours,



Larry C. Oldham

Encl.
LCO/bms

cc: P. Jay Pontrelli, Esq. (via e-mail) jpontrelli@stites.com
Ms. Cheri Curtis
Mr. Mark Coussan
Mr. John Elliott
Mr. Robert Clark
Ms. Linda Ebert
Mr. Mark Joiner
Ms. Lisa Ann McDougald