

IN THE SUPERIOR COURT OF FORSYTH COUNTY

STATE OF GEORGIA

HIGH GABLES HOMEOWNERS  
ASSOCIATION, INC.,

Plaintiff,

v.

LARRY C. OLDHAM,

Defendant.

Civil Action File No. 05-CV-2005

**DEFENDANT'S RESPONSE  
TO FIRST INTERROGATORIES OF PLAINTIFF**

COMES NOW Defendant Larry C. Oldham and shows the Court the following for his response to the Interrogatories of Plaintiff High Gables Homeowners Association, Inc. (the "Interrogatories"):

**GENERAL OBJECTIONS**

The following general objections are incorporated into each of the specific responses of Defendant to Plaintiff's Interrogatories as if fully set forth therein:

Defendant objects to Plaintiff's Interrogatories to the extent they attempt to require supplementation of answers exceeding the requirements of O.C.G.A. § 9-11-26.

Defendant objects to the definitions and instructions contained in Plaintiff's Interrogatories to the extent they seek to impose on Defendant duties not set forth in the Georgia Civil Practice Act (the "GCPA"). Defendant also objects to Interrogatories which seek information that is (i) protected by the attorney/client privilege, (ii) within the scope of the attorney work product doctrine, or (iii) protected by any other legally cognizable privilege on the

grounds that such information is not discoverable and is beyond the scope of discovery allowed under the GCPA.

### SPECIFIC OBJECTIONS

Subject to and without waiving any of his general objections, Defendant responds to Plaintiff's Interrogatories as follows:

1.

In response to Interrogatory No. 1, Defendant states that he has prepared these Interrogatory responses without the assistance of anyone else. He is an attorney-at-law, whose home address is 4250 High Gables East, Cumming, Georgia 30041, and whose office address is 416 Pirkle Ferry Road, Suite K-500, Cumming, Georgia 30040.

2.

In response to Interrogatory No. 1, Defendant states that the names and addresses of the witnesses who have knowledge of the facts of this case are as follows, and there have been no written or recorded statements taken from any of them: (i) Defendant; (ii) Defendant's wife, Lynn, and his sons, Matt and Rob; (iii) Defendant's brother, Steve Oldham, 3940 Brook Drive, Cumming, Georgia 30041; (iv) Defendant's parents, Larry and Charlene Oldham, 8255 Bailey Mill Road, Gainesville, Georgia 30506; (v) Defendant's father-in-law, John McGriff, 1670 Greystone Road, Cumming, Georgia 30040; (vi) Defendant's brother-in-law, Marty Kronz, 4025 Brook Drive, Cumming, Georgia 30041; (vii) Brent Reece, 7410 Serenity Place, Cumming, Georgia 30041; (viii) John Ramming, 1449 New Hope Church Road, Loganville, Georgia 30052; (ix) Bryan Westbrook, 5010 McIntosh Drive, Cumming, Georgia 30040; (x) Michael Hill, 3309 Dawson Forest Road East, Dawsonville, Georgia 30534; (xi) Ralph Ridgell, 4240

High Gables East, Cumming, Georgia 30041; (xii) Keith Bani, 4240 Night Sky Lane, Cumming, Georgia 30041 (recently moved, and forwarding address not known); (xiii) Mike Bohn, 4250 Night Sky Lane, Cumming, Georgia 30041; (xiv) Dave Marchat, 3865 Pinewood Court, Cumming, Georgia 30041; (xv) Bobby Lawson, 3725 High Gables East, Cumming, Georgia 30041; (xvi) Bob Clark, 3740 Tree Shade Way, Cumming, Georgia 30041; (xvii) Linda Ebert, 3875 Pinewood Court, Cumming, Georgia 30041; (xviii) Lisa Ann McDougald, 4320 High Gables East, Cumming, Georgia 30041; (xix) Donna Cumming and David Weeden (Peachtree Post & Box Company, Inc.), 990 Ivy Street, Cumming, Georgia 30041; (xx) Morris Zoblotsky, Heritage Property Management Services Inc., 500 Sugar Mill Road, Building B - Suite 200, Atlanta, Georgia 30350; (xxi) Rob \_\_\_\_\_, Yancey Brothers, 1120 Pilgrim Mill Road, Cumming, Georgia 30040; (xxii) Gary \_\_\_\_\_, GLM Sod, 13975 Highway 9, Alpharetta, Georgia 30004; (xxiii) Cheri Curtis, 3720 High Gables East, Cumming, Georgia 30041; (xxiv) Mark Joiner, 4135 High Gables East, Cumming, Georgia 30040; (xxv) Mark Coussan, 3730 Morning Crest Way, Cumming, Georgia 30041; (xxvi) John Elliott, 3830 Pinewood Court, Cumming, Georgia 30041; (xxvi) Spencer Strickland, 3715 High Gables East, Cumming, Georgia 30041; (xxvii) Lary Souther, Forsyth County Department of Engineering, 110 East Main Street, Suite 100, Cumming, Georgia 30040; (xxviii) Paul Mashburn, 4230 Night Sky Lane, Cumming, Georgia 30040; (xxix) Steve Burtz, 7465 Westbrook Road, Gainesville, Georgia 30506; (xxx) Ron Lundy, 4325 High Gables East, Cumming, Georgia 30041; (xxxi) Jennifer Elwood, 3675 Morning Crest Way, Cumming, Georgia 30041; (xxxii) Brian Johnson, 4340 Moon Shadow Trace, Cumming, Georgia 30041; and (xxxiii) Mark Pagel, 3720 High Gables West, Cumming, Georgia 30041.

3.

In response to Interrogatory No. 3, Defendant states that he does not expect to call any expert witnesses at the trial of this action, although some of his witnesses have expert qualifications.

4.

In response to Interrogatory No. 4, Defendant refers Plaintiff to Defendant's response to Interrogatory No. 3.

5.

In response to Interrogatory No. 5, Defendant states that he has entered into no agreements with Plaintiff.

6.

In response to Interrogatory No. 6, Defendant states that he had no written agreements with any subcontractors or other persons for performing any of the work on his Property.

Defendant contracted with Michael Hill in late May of 2005 regarding the pouring of his driveway and sidewalk in the first week of June. Defendant encountered unanticipated adverse weather conditions and site drainage issues in June of 2005 which caused him to postpone the driveway work until September of 2005. During the week of September 5, 2005, Defendant contacted Mr. Hill to let Mr. Hill know that Defendant was ready for him to complete Defendant's driveway, and Mr. Hill told him he would do the work in the next few weeks. Defendant contacted Mr. Hill again the first week in October and Mr. Hill was to have started October 7, 2005, but it rained that day. Defendant contacted Mr. Hill later in October and Mr. Hill indicated the he was ready to start working on November 1, 2005. Mr. Hill started pouring

the driveway on Friday, November 4, 2006, and completed the driveway on Monday, November 7, 2005.

Defendant installed his own entrance landscaping by with the help of his sons and Brent Reece, purchasing sod from GLM Sod (identified in Paragraph 2). Defendant purchased from GLM in mid-August and early December bermuda sod that he used for his driveway entrance. Defendant did other landscaping on his Property that does not appear to be contemplated by Interrogatory No. 6 and enlisted the help of Bryan Westbrook and various day laborers.

In mid-June of 2005, Defendant's wife contacted Peachtree Post & Box Company, Inc. regarding the installation of a mailbox but was told that Peachtree Post would not do so until the driveway was poured. On November 7, 2005, Defendant contracted with Peachtree Post & Box to install a mailbox for him prior to receiving, on the afternoon of November 9, 2005, a letter dated November 8, 2005 from Morris Zoblotsky of Heritage Management Company that made Defendant change his mind about using Peachtree Post. Defendant contacted his cabinet man, Steve Burtz, on November 9, 2006 regarding preparing a mailbox post that complied with Plaintiff's requirements once Plaintiff provided him with plans and specifications for same. Mr. Burtz was (and is) ready, willing and able to construct the mailbox post assembly for Defendant when provided with the specifications therefor.

7.

In response to Interrogatory No. 7, Defendant states that the members of Plaintiff's Board have breached their fiduciary obligations to the members of the Plaintiff by skipping the normal steps one would take in matters of this sort, including, without limitation, (i) meeting with Defendant, (ii) attempting to apprise themselves of the facts and circumstances surrounding

Defendant's delay in pouring his driveway and completing his entrance work, (iii) requesting and/or performing a site visit to understand the issues Defendant was contending with, (iv) allowing the fines they purported to impose enough time to serve their purpose, (v) directing their counsel to discuss this matter with Defendant or at least send him a demand letter prior to filing suit against him, (vi) adhering to a policy that initiating costly litigation and spending Plaintiff's members funds should only be pursued as a last resort and after all other reasonable options have been exhausted, and (vii) being good stewards of the members' funds that they have been entrusted to manage in a prudent manner. Plaintiff's Board's mishandling of this matter is in direct contravention of the policies it has stated to its members in the past which attempt to minimize costs and avoid unnecessary attorney's fees and expenses, and it is also in violation of the spirit and intention with which fiduciaries should serve those to who they are responsible. Finally, one thing that Plaintiff's Board should have made certain before it elected to involve Plaintiff in costly litigation is that all prerequisites to taking such action had been satisfied, including being certain that it was duly authorized to proceed on behalf of Plaintiff.

8.

In response to Interrogatory No. 8, Defendant states that to date, Defendant has expended more than \$8,000.00 in costs and attorney's fees in defending this unnecessary Action filed by Plaintiff, and Defendant expects to have to expend at least that much more to see this matter to a conclusion. Plaintiff's Board has erroneously informed its members that Defendant was unresponsive and uncooperative and that Plaintiff's Board had no choice but to institute the Action against Defendant, thus harming Defendant's reputation and standing in the neighborhood community and forcing Defendant to expend his time and resources defending himself.

9.

In response to Interrogatory No. 9, Defendant states that the false and misleading communications by Plaintiff's Board in its October 19, 2005 letter to the members of Plaintiff are defamatory and have harmed Defendant's reputation and standing in the community. Defendant believes that Plaintiff and its members have made other defamatory statements about him, including the writing of an anonymous letter dated July 10, 2005, and intends to supplement this response after receiving responses to his discovery requests to Plaintiff and responses to his written inquiries to the other members of Plaintiff.

10.

In response to Interrogatory No. 10, Defendant states that the false and misleading statements contained in the October 19, 2005 letter to the members of Plaintiff, include, without limitation, the following intentional misrepresentations: (i) "[t]he Board of Directors tried diligently to find resolution with the Owner through conversations and written letters without remedy..."; (ii) "[y]our Board of Directors gave the Owner every opportunity to bring his home in compliance..."; and (iii) "[d]espite his verbal promises to do so, no work has been done...." At the time the foregoing false and misleading statements were published, (i) Defendant had installed all of his current entrance landscaping other than the sod to the edges of the poured driveway; (ii) Defendant had made arrangements with his concrete subcontractor, Michael Hill, to pour his driveway and sidewalk, was waiting for Mr. Hill to work the driveway and sidewalk into his schedule, and had informed Plaintiff's President, Bob Clark, of same; and (iii) other than threats, letters, and a verbal warning from Linda Ebert about the pending legal action, none of Plaintiff's Officers or Directors engaged in any diligence in the handling of this matter, including

failing to meet with Defendant, failing to inspect the Property, and failing to determine if there was any good faith way to work through the issues without resorting to suit. The crux of this matter is that Plaintiff simply wanted Defendant to finish his work when Plaintiff wanted it done, without regard to the facts and circumstances surrounding the delay and without regard to how a reasonable person would have conducted himself under the circumstances. Plaintiff's October 19, 2005 letter indicates that Plaintiff simply had no choice but to pursue costly litigation and that Defendant had been unresponsive and unreasonable when same simply was not the case.

11.

In response to Interrogatory No. 11, Defendant states that while the Building and Design specifications set forth the requirements for a driveway, mailbox and entrance landscaping, they do not impose any time requirement on the completion of same, nor do they prohibit occupancy of a residence on a Lot in the absence of completion of same. Defendant received an approval of his construction from Plaintiff and requested additional guidance from Plaintiff regarding the specifications for this mailbox and landscaping requirements for his driveway entrance, but Plaintiff has refused to provide any additional guidance.

Defendant understands all of his current work to be in compliance with Plaintiff's requirements other than his current temporary mailbox, but Plaintiff refuses to confirm same. Defendant has agreed to install a conforming mailbox upon receipt of the specifications for a mailbox from Plaintiff, and Plaintiff warned Defendant by letter dated November 25, 2005 that his failure to use Peachtree Post & Box Company or to install a mailbox identical to all of the other ones in the neighborhood subjected him to risk of having to redo same. Plaintiff is required to provide its members with plans and specifications for the neighborhood standard mailbox and



cannot require Defendant to use a particular vendor, and it has refused to provide such specifications.

Defendant stands ready, willing and able to install a conforming mailbox once Plaintiff provides the requested specifications. In the absence of Plaintiff's providing such specifications and Plaintiff's confirmation that all other work performed by Defendant complies with Plaintiff's requirements, Defendant is uncertain as to his obligations regarding work and needs direction from the Court regarding same.

Plaintiff purports to assess a fine against Defendant equal to \$25.00 per day for his alleged violation of covenants specified in the Declaration and while Defendant has not yet been notified that he has lost his use of the amenities, Plaintiff has threatened same. While Defendant denies any liability with respect to such fine or loss of the amenities, the fine should be tolled until such time as the matters set forth herein are finally determined and this Court needs to make some ruling regarding the use of the amenities while this Action is pending.

Plaintiff routinely elects to enforce or not enforce covenants set forth in the Declaration upon bases which have no more basis in law or fact than its attempted enforcement of this alleged violation against Defendant and as such, Plaintiff is not entitled to enforce any of the covenants in the Declaration. It appears that the triggering of Plaintiff's attempted enforcement of an alleged covenant violation in this instance is Defendant's occupancy of this residence without pouring his driveway and sidewalk, but it is unclear what portion of the Declaration Plaintiff relies upon for this proposition. Moreover, in light of Plaintiff's selective enforcement of the covenants set forth in the Declaration, Plaintiff is required to show that its actions in attempting

to enforce some of those covenants against Defendant when it fails or refuses to enforce other covenants is not arbitrary and capricious under the circumstances.

While Defendant has not yet received responses to his discovery requests, the corporate documents of Plaintiff provided to Defendant pursuant to his demand to inspect the records of Plaintiff indicates that the current Board of Plaintiff was not duly elected in that no quorum was present at the annual meeting of the members as required by the bylaws of Plaintiff when such Board was allegedly elected. The evidence further shows that no quorum was present at the annual meeting of the members for 2004, and, accordingly, Plaintiff's Board for 2004 was not duly elected and did not have the requisite power to take any action against Defendant.

Defendant has amended his Answer and Counterclaim to raise these issues and declaratory relief is necessary to resolve these issues.

Because Defendant is in doubt and uncertain as to his right and obligations with respect to the foregoing issues as a result of the issues raised, a ruling by the Court declaring Defendant's and Plaintiff's respective rights and obligations is necessary and appropriate.

12.

In response to Interrogatory No. 12, Defendant states that Defendant is entitled to the following declaratory rulings by the Court: (i) a ruling of whether Defendant was entitled to occupy his residence prior to pouring his driveway and sidewalk and installing his entrance landscaping and mailbox; (ii) a ruling of whether Plaintiff is required to use Peachtree Post & Box Company to install his mailbox or whether he is entitled to be provided with plans and specifications for a mailbox by Plaintiff; (iii) a ruling of whether Defendant's other work on his Property complies with the requirements of the Declaration; (iv) a ruling of whether Plaintiff

is entitled to use the amenities maintained by Plaintiff during the pendency of this Action; (v) a ruling of whether the fines of \$25.00 per day are validly assessed and if so, the time period covered by such fines; (vi) a ruling of whether Plaintiff's Board, as presently constituted, is entitled to undertake any action on behalf of Plaintiff since the Board was not elected at an annual meeting where a quorum was present as required by Plaintiff's bylaws; and (vii) a ruling of whether Plaintiff's 2004 Board was able to take any action on behalf of Plaintiff since such Board was not elected at an annual meeting where a quorum was present as required by Plaintiff's own bylaws.

13.

In response to Interrogatory No. 13. Defendant states that, simply put, it was absolutely unnecessary for Plaintiff to file suit against Defendant under the facts and circumstances of this matter. Defendant intended to complete the very work that Plaintiff sued him for not completing and had legitimate site issues that delayed his completion of his work, all of which Defendant has detailed same in the factual statement contained in his Counterclaim. It was more than enough incentive to Defendant for Plaintiff to purport to fine him \$25.00 per day for his alleged transgressions, and there was no need for Plaintiff to file suit until it allowed the fines to accumulate. It was patently unreasonable for Plaintiff's Board to believe that Defendant would not complete his work, especially in light of the quality of Defendant's other construction activities on his Property. Plaintiff's filing suit against Defendant did nothing other than to cause him to refuse to pay the fines Plaintiff has attempted to levy and to defend himself zealously, and same has cost Plaintiff and Defendant an extraordinary amount of money and wasted time.

14.

In response to Interrogatory No. 14, Defendant states that through the end of February, 2006, Defendant has expended \$7,883.50 in costs and attorney's fees in defending this unnecessary Action filed by Plaintiff, and Defendant expects to have to expend at least that much more to see this matter to a conclusion.

15.

In response to Interrogatory No. 15, Defendant states that he is not seeking any other damages in this Action other than those specified, although Defendant reserves the right to pursue damages in this Action pursuant to O.C.G.A. § 9-15-14, and Defendant intends to seek those damages to which he may be entitled to recover pursuant to O.C.G.A. § 51-7-80 et seq. after the conclusion of the Action.

16.

In response to Interrogatory No. 16, Defendant states that in 1998, he was a defendant in a lawsuit filed against him for alleged personal injuries that arose out of an automobile accident that occurred in 1996. The plaintiff was a pregnant lady named Addis Hagos with a young daughter who ran a red light, and Defendant collided with her while driving his father's van. Defendant's father settled his property damage claim with the lady's insurance company, and his father's company denied her claim for damages. Her attorney sued Defendant days before the statute of limitations expired, and the insurance company provided him with a defense. The plaintiff did minimal, if any, discovery, and when it became clear that the insurance company had no intention of settling with her, her attorney dismissed the case prior to trial and did not renew it within the applicable period.

17.

In response to Interrogatory No. 17, Defendant refers Plaintiff to his responses to Interrogatory Nos. 8 and 14.

18.

In response to Interrogatory No. 18, Defendant states that his wife contacted Donna Cumming of Peachtree Post & Box Company around June 17, 2005 regarding installation of a mailbox and she was told that Peachtree Post would not install a mailbox until our driveway and sidewalk were installed. Defendant's wife received a call from Peachtree Post in the last part of the September touching base with her regarding the installation of the mailbox. The call from Peachtree Post was strange and seemed to have been prompted by some inquiry from Plaintiff, especially since Linda Ebert visited Defendant's wife within a week or so of that call and told her that Plaintiff was going to be taking some action if Defendant did not do something about the driveway, sidewalk and mailbox. Defendant's wife contacted Peachtree Post on November 7, 2005 regarding the installation of a mailbox, and Defendant spoke with Donna Cumming on November 8, 2006 regarding advance payment for the mailbox and mailed her a check that same day. After receiving a directive from Plaintiff's management company on November 10, 2006, Defendant contacted Peachtree Post by telephone and sent a letter to David Weeden canceling the mailbox order on November 10, 2005. On November 14, 2005, Defendant spoke with Donna Cumming regarding the cancelled order and sent Peachtree Post a check for \$70.00 to cover its expenses.


In response to Interrogatory No. 19, Defendant states that his communications with Plaintiff and its representatives prior to November 29, 2005 are detailed in the factual statement contained in his Counterclaim, and the communications he has had with Plaintiff and its representatives through correspondence and pleadings are reflected in such correspondence and pleadings. Nevertheless, in an effort to fully answer Interrogatory No. 19, Defendant lists the following communications he has had with Plaintiff and its representatives to date: (i) June 4, 2005 conversation with Bobby Lawson of Plaintiff's ACC (discussing site problems and timing of installation of driveway); (ii) June 17, 2005 conversation with Peachtree Post (discussing installation of mailbox); (iii) June 20, 2005 letter from Plaintiff to Defendant; (iv) June 29, 2005 letter from Plaintiff to Defendant (sent certified to Defendant's office address); (v) July 10, 2005 letter from anonymous neighbor to Defendant (believed to be sent by a past or present member of Plaintiff's Board); (vi) August 9, 2005 notice from Forsyth County Erosion Control to Defendant (prompted by a complaint from Plaintiff's representatives); (vii) mid-August of 2005 conversation between Defendant and Plaintiff's President Dave Marchat (discussing site issues that had mostly been resolved and would be resolved in the next few weekends and representing that Mr. Hill would be coming out to do the work once all site issues had been resolved and he could schedule same); (viii) August 24, 2005 letter from Heritage to Defendant; (ix) September 14, 2005 conversation between Defendant and Plaintiff's President Bob Clark (explaining that all site issues had been resolved and that Defendant was waiting for Mr. Hill to pour the driveway and sidewalk); (x) October 3, 2005 warning to Defendant's wife by Plaintiff's Board member Linda Ebert; (xi) October 19, 2005 letter from Plaintiff's Board to all members; (xii) November

8, 2005 letter from Heritage to Defendant; (xiii) November 10, 2005 letter from Defendant to Peachtree Post; (xiv) November 14, 2005 letter from Defendant to Peachtree Post; (xv) November 14, 2005 letter from Defendant to Heritage; (xvi) November 14, 2005 letter from Defendant to Plaintiff's counsel, Jay Pontrelli; (xvii) November 15, 2006 letter from Heritage to Defendant; (xviii) November 25, 2005 letters from Plaintiff to Defendant regarding mailbox and landscaping; (xix) December 13, 2005 settlement offer from Defendant to Plaintiff; (xx) December 13, 2005 letter from Defendant to Plaintiff's members; (xxi) December 30, 2005 settlement counter-offer from Plaintiff to Defendant; (xxii) Jan 3, 2006 counter-offer from Defendant to Plaintiff; (xxiii) Jan 9, 2006 final settlement offer from Defendant to Plaintiff; (xxiv) Jan 10, 2006 rejection of final settlement offer by Plaintiff; (xxv) January 11, 2006 letter from Defendant to Pontrelli regarding Motion for Interlocutory Injunction Hearing; (xxvi) January 15, 2006 meeting between Defendant and Plaintiff's Board member Mark Joiner (discussing issues, how the matter could be resolved, and why Plaintiff's Board continued to refuse to meet with Defendant); (xxvii) January 17, 2006 request by Defendant for Plaintiff's corporate records; (xxviii) January 17, 2006 letter from Defendant to Pontrelli requesting a meeting with Plaintiff's Board; (xxix) January 19, 2006 conversation between Defendant and Pontrelli (discussing Defendant's request to meet with Plaintiff's Board); (xxx) January 26, 2006 letter from Pontrelli to Defendant regarding corporate Records; (xxxi) January 31, 2006 conference call between Defendant, Pontrelli, Plaintiff's other counsel, Peter York, and Judge Bishop (discussing request for interlocutory hearing, scheduling issues and Defendant's request for a meeting with Plaintiff's Board); (xxxii) January 31, 2006 letter from Defendant to Pontrelli regarding corporate records; (xxxiii) February 13, 2006 letter from Pontrelli to Defendant

regarding corporate records; (xxxiv) February 17, 2006 abusive litigation letter from Defendant to Plaintiff and Plaintiff's Board members in their individual capacities; (xxxv) February 21, 2006 letter from Defendant to Pontrelli regarding missing corporate records; (xxxvi) February 22, 2006 letter from Defendant Letter from Defendant to Pontrelli regarding suspected ultra vires actions of Plaintiff's Board; (xxxvii) February 24, 2006 letter from Pontrelli to Defendant regarding corporate records; (xxxviii) February 24, 2006 letter from Defendant to Pontrelli regarding corporate records; (xxxix) February 24, 2006 follow-up letter from Defendant to Pontrelli regarding corporate records; (xl) March 3, 2006 follow-up letter from Defendant to Pontrelli regarding corporate records; (xli) March 8, 2006 follow-up letter from Defendant to Pontrelli regarding corporate records; (xlii) Defendant's March 8, 2006 conversation with York (discussing general issues in the Action); (xliii) e-mail message from Defendant to York on March 9, 2006 offering to settle on terms previously proposed and to provide legal work for corporate and declaration clean-up at my own expense, and other e-mail communications from Defendant to York on March 10, 2006 and March 11, 2006.

These Interrogatories are submitted to Plaintiff as of March 27, 2006.

OLDHAM & REECE, LLP



Larry C. Oldham

Georgia State Bar No. 551455

Attorneys for Defendant

416 Pirkle Ferry Road  
Suite K-500  
Cumming, Georgia 30040  
(770) 889-8557 (phone)



IN THE SUPERIOR COURT OF FORSYTH COUNTY

STATE OF GEORGIA

HIGH GABLES HOMEOWNERS  
ASSOCIATION, INC.,

Plaintiff,

v.

LARRY C. OLDHAM,

Defendant.

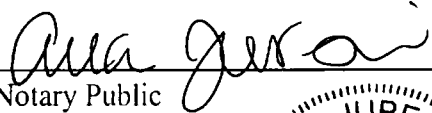
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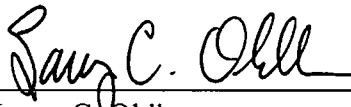
VERIFICATION

COMES NOW Larry C. Oldham and states under oath that the allegations contained in the within and foregoing Defendant's Response to First Interrogatories of Plaintiff are true and correct.

SO SWORN as of March 27, 2006.

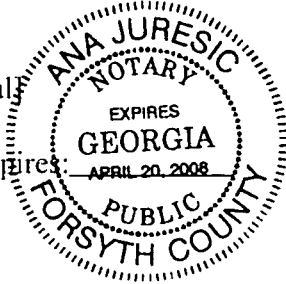
Sworn to and subscribed in the  
presence of the undersigned:

  
Notary Public

 (SEAL)  
Larry C. Oldham

[Notary Seal]

My commission expires:



IN THE SUPERIOR COURT OF FORSYTH COUNTY

STATE OF GEORGIA

HIGH GABLES HOMEOWNERS  
ASSOCIATION, INC.,

Plaintiff,

v.

LARRY C. OLDHAM,

Defendant.

Civil Action File No. 05-CV-2005

CERTIFICATE OF SERVICE

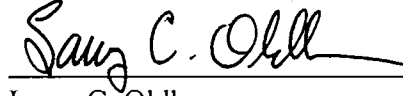
I hereby certify that I have delivered a true and correct copy of the within and foregoing **Defendant's Response to First Interrogatories of Plaintiff** to opposing counsel of record by depositing same in the United States Mail with adequate postage thereon and addressed as follows:

P. Jay Pontrelli, Esq.  
Stites & Harbison, PLLC  
303 Peachtree Street, N.E.  
2800 SunTrust Plaza  
Atlanta, Georgia 30339

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

So certified as of March 27, 2006.

OLDHAM & REECE, LLP



Larry C. Oldham  
Georgia State Bar No. 551455  
Attorneys for Defendant

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Suite K-500  
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(770) 889-8557 (phone)

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HIGH GABLES HOMEOWNERS  
ASSOCIATION, INC.,

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Defendant.

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RULE 5.2 CERTIFICATE

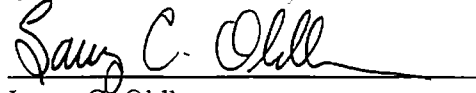
In accordance with Uniform Superior Court Rule 5.2, I hereby certify that on March 27, 2006 I have served **Defendant's Response to First Interrogatories of Plaintiff** to opposing counsel of record by depositing same in the United States Mail with adequate postage thereon and addressed as follows:

P. Jay Pontrelli, Esq.  
Stites & Harbison, PLLC  
303 Peachtree Street, N.E.  
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Atlanta, Georgia 30339

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

So certified as of March 27, 2006.

OLDHAM & REECE, LLP



Larry C. Oldham

Georgia State Bar No. 551455

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