

The Oldham Family

**4250 High Gables East
Cumming, Georgia 30041**

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July 14, 2006

High Gables Resident
High Gables Neighborhood
Cumming, Georgia 30041

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

I last contacted you as a group by letter dated April 29, 2006 to set the record straight in response to some information provided to you by the HOA's attorney, Peter York. I had a pending settlement offer out to the HOA and the individual members of the HOA Board at that time and did not want the last word you heard about the Action to be the materially misleading information contained in Mr. York's letter without any response from me. I did not expect to be contacting you as a group ever again and can assure you that this is the last time you will ever hear from me about this Action in any type of mass mailing. It is ironic to me that in a context where our HOA Board is asking us for more money because it depleted our reserves in an ill-conceived lawsuit, our only choice is to contact you by U. S. Mail at \$.37 per residence rather than through e-mail communications, which are specifically authorized for HOAs by Georgia law. This is certainly the last \$60.00 I intend to spend on postage in connection with this matter.

As you should be aware by now, the above-referenced Action was settled by me and the current HOA Board effective as of July 12, 2006. The only reason that the HOA Board had the authority to settle the Action with me was because the requisite number of you voted to ratify the current HOA Board in a Written Consent circulated to the HOA members in late May of this year. While I would have been happy to continue with the Action and have it decided on its merits, I proposed the settlement at the end of April because I believed Judge Bishop would not consider awarding me my attorney's fees and expenses of litigation unless I made the attempt. What should have been a straightforward and efficient settlement dragged on for several weeks a result of the current HOA Board's inability to grasp the situation, and all conditions of the settlement were finally satisfied on July 12. I have fulfilled my end of the bargain set forth in the May 19, 2006 settlement letter agreement signed by me, the HOA and the individual members of the HOA Board. In connection with the final settlement discussions, I let the HOA's attorney, Peter York, know that I was not finished with the individual members of the HOA Board and that they would be receiving some final correspondence from me, which they did by my letter to each of them dated July 5, 2006.

While it would not have affected the finalization of the settlement, unbeknownst to me at the time I was sending my final letter to Peter York, the HOA Board circulated a notice of a special meeting that it is going to be holding at Chattahoochee Elementary School on July 25, 2006 to discuss: (i) imposing a \$100.00 special assessment against all of us to pay for the costs of suing me; and (ii) updating the HOA members with respect to the latest developments in the Action. I find the HOA Board's latest approach interesting, especially since the Action has been settled voluntarily and both sides have dismissed their claims against each other, with prejudice, meaning that the issues raised in the Action are no longer relevant. Do not get me wrong, as I am happy to discuss the merits of my position, and those of you who have followed this matter know that I have done so ad nauseam on a <High Gables v. Oldham> page on my firm website, www.lcopc.com. If you have not done so already, I encourage you to visit the site and inform yourselves about the latest developments, including all of the facts and circumstances surrounding the settlement of the Action. For those you who still do not understand, this has never been about the catfish mailbox, and we got sued by the HOA two months before he ever graced our Lot with his presence (you should check out the <My Favorite Links> page that I have posted especially for the special meeting).

While not what I demanded, the special meeting notice sent by the HOA Board is obviously a response to the July 5, 2006 letter I sent to the individual members of the Board letting them know exactly where Lynn and I stand with respect to each one of them and their handling of this matter and offering to end my crusade against them as long as they resigned their respective positions and called a special meeting on July 27, 2006 to elect a new HOA Board. I had intended to keep the letter just between me and the individual HOA Board members, but the HOA Board once again found it necessary to provide materially misleading information to the HOA and my best response is to let folks see the thing for themselves. Accordingly, I have posted a copy of my letter to Cheri Curtis (everyone got the same one) on my web pages for your information.

I admittedly pulled no punches in the letter and feel that it is in the best interests of all involved for the current HOA Board members to resign from their positions immediately. I merely let the individual members of the HOA Board know that if they did so, they had my word that I would not instigate any further action against them on behalf of the HOA to recover from them the money that I believe they squandered on the needless lawsuit against me. If their inability to govern effectively is not crystal clear to you already, the HOA Board's special meeting notice speaks for itself. It says volumes about these

purported leaders of the HOA that they have the nerve to ask the members to agree to pay \$100.00 each to replenish the HOA's reserves that those same "leaders" unnecessarily depleted, and the individual HOA Board members should have taken to heart my suggestion that they voluntarily return (1/7 each) the HOA's money that they spent in proceeding against me. I am hopeful that most of you are able to see the Action for what it actually was -- the expenditure of at least \$7,500.00 (not including insurance money) to collect \$212.50 and "protect the integrity of the covenants" -- and that you will be so incensed that you will mutiny against the current HOA Board at the July 25 special meeting. Ironically enough, when I requested a special meeting for the purpose of discussing this matter with those neighbors who cared to do so (see my April 27, 2006 settlement offer and know that the same language was contained in my May 11, 2006 and May 16, 2006 settlement proposals), Mr. York and I eventually dropped the requirement because (i) the HOA Board members did not care to have the meeting; and (ii) Mr. York told me it was going to cost \$750.00 to use the Chattahoochee cafeteria.

Those of you who are familiar with by HOA's bylaws and general Georgia corporate law will understand that the only two matters allowed to be discussed at the July 25 special meeting are (i) the HOA Board's request for the special assessment; and (ii) a report on the litigation. I personally am not interested in attending a meeting of this HOA where that is the only business that may be conducted. While I will abide by the terms of the May 19, 2006 settlement letter agreement and make myself available for at least 15 minutes (or longer, if you wish) to answer questions about the Action at the next annual meeting (see Paragraph 11 of that agreement), I see no point for any of us to attend the special meeting unless we can address all of the issues that should be addressed by the HOA, including (i) whether or not to oust the current HOA Board; (ii) whether or not to pursue an action against the individual members of the HOA Board for breach of their fiduciary duties in their handling of the Action and their unwarranted depletion of the resources of the HOA; and (iii) an open discussion of any other business that the members desire to address at the meeting. It is time to put the kibosh on these folks when it comes to their ability to make decisions on behalf of us as a group.

Even though there is a limit to the business that may be conducted at a special meeting under normal circumstances (see Article Two, Section Two and Article Two, Section Five of the HOA's bylaws), the HOA's current bylaws provide in Article Two, Section Five that "...[u]nless a majority of the members of this Association entitled to vote are present and specifically agree thereto in writing, no matter that was not stated in the notice of a special meeting of the members shall be brought up for action at such special meeting." In other words, to conduct any other business at the July 25 special meeting called by the HOA Board, a majority of the members (or 72 of us) must specifically agree to do so in writing.

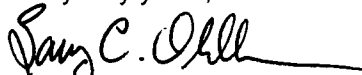
I have wasted enough of my time with this mess and I do not intend to attend the special meeting unless the HOA as a group is willing to overcome its apathy and take some initiative to do something other than address the limited issues raised in the special meeting notice. If a majority of you agree that we can address at the July 25 special meeting any and all business that otherwise could be addressed at an annual meeting of the HOA members, including the removal and re-election of the Board, and will also agree to attend the meeting either in person or by proxy, I will be there to discuss anything the HOA Board or membership wants to address and also will be happy to live with the results of the group decisions the HOA makes at that time, including whether to drop claims against the individual members of the current HOA Board for breach of their fiduciary obligations. The only way to do that, however, is for a majority of the members of the HOA to agree to do so. Please understand that if empowered by you to do so, I am willing to fill the void in leadership and direction for the HOA and serve as its President (or, of course, support any member who desires to serve, other than anyone who served on the 2004-2005 or 2005-2006 HOA Boards) and see to it that we elect a Board that will clean-up the organizational mess in this neighborhood and get things back on track, but I am just as happy not to be involved in the HOA at all.

As you all know, I attempted to obtain proxies from you before and only nine of you saw fit to give them to me. Now that you are faced with the prospect of writing a check to the HOA to replenish its reserves, you may feel differently, and if such is the case, I have included a new proxy that you may download from my web pages and deliver to me prior to the meeting. In the alternative, I have also included a written consent that you can sign and return to me for use at the special meeting which will allow the HOA to conduct the same business that it would be able to conduct at an annual meeting (i.e., the meeting would not be limited to the purposes specified in the current notice).

I have always believed that the HOA as a group should be involved in the decision-making process when it comes to spending its money on litigation or other major items, and this is your opportunity to do something if you desire. I continue to believe in the "power of the people" and self-determination, and I encourage you to get involved in the HOA if you feel that doing so is appropriate.

Thank you for your consideration of this matter.

Very truly yours,



Larry C. Oldham