

THESE MINUTES WERE REVIEWED, REVISED AS NEEDED, AND APPROVED ONLINE BY
AL BERZETT AND DAN SHEFFER, 25 SEPT., AND BY PHILIP PAULK 30 SEPT. 2023

THERE WAS NO AUGUST MEETING

MINUTES OF THE PENINSULA MASTER ASSOCIATION BOARD MEETING,
FOR SEPTEMBER 13, 2023, 4:00 PM, AT REMAX CONFERENCE ROOM
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President Al Berzett convened the meeting at 3:58 pm.

ATTENDEES:

Master Board: Al Berzett, president; Philip Paulk, treasurer; Lyle Brown, secretary. Cole Baas, excused.
Dan Sheffer, v/p, by phone.

HOA Presidents: Steve Gregg, pres. Baywalk; Paul Hagen, pres. Blvd.; Wiley Russell, pres. Haven;
Tom Davis, pres., Lakes; and Ron Hill, pres. Retreat. Five HOA presidents attended.

CMA: Susan Anderson

Others: None

President Al Berzett began the meeting by asking Boulevard President Paul Hagen to refrain from putting out inaccurate information relating to the activities of the Master Board. Berzett also advised Hagen to contact any of the Master Board members if he needed clarification on any issues involving the Master Board.

Copies of the letter, dated 21 July 2023, that Al Berzett sent to Chad Leonard of Scratch Golf and the reply letter, dated August 4, 2023, from United Company [parent of Scratch Golf] attorney were handed out to all present.

ARC APPEALS: None

ACTION ITEMS: None

MINUTES OF THE PENINSULA MASTER ASSOCIATION BOARD MEETING,
FOR SEPTEMBER 13, 2023, 4:00 PM, AT REMAX CONFERENCE ROOM
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REPORTS:

The July financials were presented by Treasurer Philip Paulk.

Pier committee information was presented by Philip Paulk. The first 100 feet of cabana pier pilings will need to be replaced. The Pier committee has a quote for that work of \$28,000.00. Another contractor had quoted \$300,000.00 to rebuild the cabana pier between the landing and the cabana (434 feet). There will be no line-item in the 2024 budget for a pier maintenance contract as the pier committee decided to address pier maintenance and repair on an annual basis.

Road work was presented over the phone by Dan Sheffer. Patches in the Lakes are complete and some punch list items remain. The road committee is working on 2024 budget items.

DISCUSSIONS:

The election process for 2024 Master Board Members and the nominating committee was reviewed by President Al Berzett. There was a consensus that Al Berzett should ask last year's nominating committee to serve again.

Cul-de-Sac at the north end of the Haven. Haven president Wiley Russell asked the Master Board to use roadway funds to remove the oak tree in the center and to pave over the dirt center sufficiently to withstand heavy vehicles. There is to be more discussion at the 20th 1:00 pm meeting [later postponed to 27 Sept.]

Proposed "Assessment Collection Policy" of the Master Board for delinquencies of COAs and HOAs in payment of dues to the Master Association, was presented by Susan Anderson of CMA. This policy for the Master Board was modeled on the HOA "Assessment Collection Policy" (for owners) that the Lakes (President Tom Davis) had developed for the use of their HOA and which had been reviewed by Attorney Daniel Craven. Moved by Philip Paulk and seconded by Lyle brown to approve the policy, subject to some "clean up" of the language by Ms. Anderson. Passed 5-0 (Al Berzett had Mr. Baas' proxy).

Proposed "Assessment Collection Policy" used by Lakes for delinquencies of Owners in paying their dues was presented by Tom Davis, president of the Lakes, and offered to the COAs and HOAs for their use. President Davis had earlier noted that the Boulevard HOA was already using a version of the Lakes policy.

MINUTES OF THE PENINSULA MASTER ASSOCIATION BOARD MEETING,
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BUDGET REVIEW:

The draft budget for 2024 was handed out by Susan Anderson.

A "Roadways Reserves Recap 1/1/2023-8/3/2023" [transactions in and out] was handed out by Ms. Anderson along with a similar sheet for 2022.

The Rid-a-Rust test to remove iron from the wells' water was not successful, therefore Rid-A Rust tanks and chemicals will not be in the 2024 budget.

Budget workshop: As the hour was late, Pres. Al Berzett suggested the Board set another meeting to work on the 2024 budget. By consensus, 1:00 pm on Wed. 20 Sept. at the Remax conference room was chosen. [Note: a second budget workshop was later set for on 27 Sept. 2023].

ADJOURNMENT: By Pres. Al Berzett at 6:02 pm.

By Secretary Lyle Brown, 15 & 25 Sept. 2023

PLEASE SEE ATTACHMENTS FOLLOWING:

AUGUST 13, 2023 MASTERS BOARD MEETING FINANCIAL SUMMARY

Bank Balance CIT Bank as of July 31, 2023	\$74,960.96 Operating account
Roadway Reserve Fund	\$648,215.69
Boardwalk Reserve	\$36,900
Monthly deposits amount to RWR	\$24,000

Peninsula Master Association - Roadway Reserves Recap 2022

		Beginning Bal	Ending Balance		
01070 PWB RW Reserves/1026 PWB RW Reserves		0.00	183,794.29	74,841.49	108,952.80
Date	Description	Deposits	Expenses		
01/01/2022	Transfer from Wells Fargo RW Reserve	3,200.00	-		
01/30/2022	Jan 2022 RW Reserves Funding	2,500.00	-		
02/15/2022	Transfer from Wells Fargo RW Reserve	150,189.55	-		
02/16/2022	Transfer to	-	13,200.00		
02/28/2022	February Interest	2.81	-		
02/28/2022	Feb 2022 Roadway Reserve Funding	2,500.00	-		
03/28/2022	Mar 2022 Roadway Reserve Funding	2,500.00	-		
03/31/2022	March Interest	6.17	-		
04/29/2022	Apr 2022 Roadway Reserve Funding	2,500.00	-		
04/30/2022	Apr Interest	6.08	-		
05/31/2022	May 2022 Roadway Reserve Funding	\$2,500.00	-		
05/31/2022	May Interest	10.09	-		
06/28/2022	June 2022 Roadway Reserve Funding	2,500.00	-		
06/30/2022	June Interest	18.83	-		
07/30/2022	July 2022 Roadway Reserve Funding	2,500.00	-		
07/31/2022	July Interest	29.13	-		
08/28/2022	Aug 2022 Roadway Reserve Funding	2,500.00	-		
08/31/2022	August Interest	46.92	-		
09/28/2023	Sept 2022 Roadway Reserve Funding	2,500.00	-		
09/30/2022	Sept Interest	46.12	-		
10/01/2022	Oct Interest	48.36	-		
10/31/2023	Oct 2022 Roadway Reserve Funding	2,500.00	-		
11/01/2023	Nov Interest	91.56	-		
11/15/2022	Trsfr for G&M 1st Draw Street/sidewalk inv	-	\$20,272.50		
11/30/2022	Nov 2022 Roadway Reserve Funding	2,500.00	-		
12/01/2022	Dec Interest	98.67	-		
12/29/2023	Superior Gate Inv #1187, 1188, 1189 new gate system	-	\$41,368.99		
12/31/2022	Dec 2022 Roadway Reserve Funding	2,500.00	-		
01077 Roadway Reserves CD Wells Fargo		422,423.84	0.00	0.00	422,423.84

Peninsula Master Association - Roadway Reserves Recap 1/1/2023-8/31/203

		Beginning Balance		Ending Balance
10026 - PWB - Roadway Reserves 0877		108,952.80	96,504.53	138,492.99
				66,964.34
Date	Description		Deposits	Expenses
01/01/2023	January Interest		74.26	-
01/31/2023	Jan 2023 RW Reserves Funding		24,000.00	-
02/01/2023	February Interest		66.91	-
02/28/2023	Feb 2023 Roadway Reserve Funding		24,000.00	-
03/01/2023	Transfer to PWB Bank - Operating 8871 - to cover GM Construction inv		-	20,272.50
03/01/2023	March Interest		62.96	-
03/10/2023	1187-2 - Superior Gate Systems, LLC - Bal due transmitters		-	9,876.56
03/10/2023	1189-2 - Superior Gate Systems, LLC - Bal due main gate		-	19,036.53
03/10/2023	1314 - Superior Gate Systems, LLC - Chg Order #1-rm old gate operator forms		-	1,614.14
03/10/2023	1188-2 - Superior Gate Systems, LLC - Bal due East gate		-	12,455.88
03/31/2023	033123 - Peninsula Master Association Inc - Transfer March res to Centennial Bank		-	24,000.00
03/31/2023	March RW Reserves		24,000.00	-
04/01/2023	April Interest		66.68	-
04/19/2023	1386 - Superior Gate Systems, LLC - 50 additional gate devices		-	1,346.88
05/01/2023	May Interest		67.47	-
05/15/2023	1351 - Superior Gate Systems, LLC - 20 Gate Transmitters		-	556.75
05/31/2023	May 2023 RW Reserves		-	24,000.00
05/31/2023	May 2023 RW Reserves		24,000.00	-
06/01/2023	June Interest		60.58	-
07/01/2023	July Interest		60.20	-
07/06/2023	1257 - Gulf Pro Wash LLC - curbs, sidewalk, and brick columns		-	5,061.25
07/28/2023	072823 - Peninsula Master Association Inc - reimb for G&M inv paid from operating account		-	20,272.50
08/01/2023	August Interest		45.47	-
1028 Centennial Bank RW MMA		0.00	578,243.14	303,375.29
				274,867.85
Date	Description		Deposits	Expenses
03/01/2023	March Interest		993.43	-
03/09/2023	Transfer from Wells Fargo CD		428,160.31	-
03/31/2023	deposit slip charge		-	79.62
03/31/2023	March 2023 RW Reserves Funding		24,000.00	-
04/01/2023	April Interest		1,357.76	-
04/30/2023	April 2023 RW Reserve Funding		24,000.00	-
05/01/2023	May Interest		1,169.46	-
05/15/2023	Transfer to Centennial Bank Sweet Acct ...911 - transfer		-	228,431.88
05/31/2023	May 2023 RW reserves		24,000.00	-
06/01/2023	Transfer to Centennial Bank Sweet Acct ...911 - from Cent bank		-	1,169.46
06/01/2023	June Interest		831.68	-
06/16/2023	Transfer to Centennial Bank Sweet Acct ...911 - trsfr to sweep		-	24,000.00
06/30/2023	June RW reserves		24,000.00	-
07/01/2023	July Interest		862.65	-
07/03/2023	Transfer to Centennial Bank Sweet Acct ...911 - transfer to Sweep		-	831.68
07/07/2023	Transfer to Centennial Bank Sweet Acct ...911 - transfer to sweep account		-	24,000.00
07/31/2023	July roadway reserves		24,000.00	-
08/01/2023	Transfer to Centennial Bank - Reserve ICS ...911 - transfer to sweep		-	862.65
08/01/2023	August Interest		867.85	-
08/10/2023	Transfer to Centennial Bank - Reserve ICS ...911 - transfer to sweep		-	24,000.00
08/31/2023	Aug Roadway reserves		24,000.00	-
1029 Centennial Bank Sweep Acct 911		0.00	306,383.50	0
				306,383.50
Date	Description		Deposits	Expenses
05/01/2023	May Interest		395.85	-
05/15/2023	Transfer from Centennial Bank - Roadway Reserves 6391 - transfer		228,431.88	-
06/01/2023	Transfer from Centennial Bank - Roadway Reserves 6391 - from Cent bank		1,169.46	-
06/01/2023	June Interest		776.32	-
06/16/2023	Transfer from Centennial Bank - Roadway Reserves 6391 - trsfr to sweep		24,000.00	-
07/01/2023	July Interest		915.73	-
07/03/2023	Transfer from Centennial Bank - Roadway Reserves 6391 - transfer to Sweep		831.68	-

*From The
Lakes*

The Peninsula Property Owners Association Phase One, Inc.
Assessment Collection Policy
Adopted by the Board of Directors
October 1, 2023

WHEREAS, this Association is responsible for the operation and maintenance of The Peninsula, Phase One, Subdivision. In order to carry out this responsibility, the Association, through its Board of Directors, assesses all owners for their percentage interest of the common expenses as required by the governing documents and the laws of the State of Alabama; and,

WHEREAS, the Board of Directors of The Peninsula Property Owners Association Phase One, Inc desires to establish a fair and equitable policy governing collection of all amounts due and owing to the Association; and

WHEREAS, the governing documents of The Peninsula Property Owners Association Phase One and provisions of Alabama govern collection of assessments and other charges; and

WHEREAS, the Board of Directors of The Peninsula Property Owners Association Phase One, Inc adopted this policy at a duly noticed and held Board of Director's meeting; and

WHEREAS, the Board of Directors of The Peninsula Property Owners Association Phase One, Inc distributed the adopted policy to all members of the Association at the address shown on the books and records at least ten (10) days prior to the effective date; and

WHEREAS, the Board of Directors of The Peninsula Property Owners Association Phase One, Inc. established, October 1, 2023 as the effective date of this policy:

WHEREAS, this Assessment Collection Policy will supersede all previous collection policies of The Peninsula Property Owners Association Phase One, Inc on April 26, 1995 and may be further amended from time to time. Said policy will not contradict The Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions of The Peninsula, Phase One, or By-Laws, and may be recorded as part of the Rules & Regulations should the Board to memorialize these policies.

NOW THEREFORE, the Assessment Collection Policy is adopted as follows:

1. Unless otherwise specified by the Board of Directors, Association dues and assessments shall be payable on the first (1st) day of each month and are delinquent after the last day of the month.
2. If payment is not received by the required date, the account of the owner shall incur a late fee of \$25.00 per month for any balance due. The unpaid balance of an owner account shall bear interest in the amount of 1.5% per month on the entire amount due.
3. Any costs and fees incurred in processing and collecting delinquent amounts, including, without limitation, late fee and interest charges, charges for preparation of delinquency notices or referral to collection, postage and copies, and attorney's fees and costs, shall become an additional charge against the owner and the owner's lot and shall be subject to collection pursuant to this Assessment Collection Policy.
4. Owners delinquent more than sixty (60) days may be subject to receive a written demand for payment from the Association and/or its agent(s). If the account is not brought current within the additional days provided in the written demand for payment, it may be subject to being turned over to the Association's attorney and/or contracted collection agency for further recourse. These collection procedures may include, but not be limited to, notice of intent to lien, statement of lien being filed of record in the Judge of Probate, and/or judgment proceedings and/or foreclosure proceedings, and any other legal remedies available to the Association under Alabama law and its governing documents.
5. All other expenses, interest, fees and charges incurred in the collection of a delinquent assessment shall be the sole responsibility of the property owner and be payable prior to the curing of delinquency status.
6. There is a \$35 charge for returned checks, plus any bank charge to The Peninsula Property Owners Association Phase One.
7. This policy is an addendum, and in addition to, all rights the Association has under the laws of the State of Alabama, the Articles, the Declaration and the By-Laws of The Peninsula Property Owners Association Phase One as amended.
8. In the event of continued non-payment after affording the owner an opportunity to respond to the demand, legal counsel may commence suit or begin foreclosure proceedings against the Owner and the unit. It is the intention of the Association to

follow the above procedure and owners are strongly encouraged to make payments promptly to avoid additional costs and legal action. Once assigned, all contacts regarding a delinquent account with a delinquent owner shall be handled through the Association's attorney. The Attorney shall have authority to settle the collection of the account, after consultation with the board, directly with an owner after it has been turned over to the Association's attorney. The Association reserves the right to vary from the policy adopted above where particular circumstances warrant such deviation in the reasonable business judgment of the Association or its legal counsel.

This policy shall be effective as of the 1st day of October 2023

Kenneth Robert Lee, Secretary, The Peninsula Property Owners Association Phase One, Inc.

The Peninsula Master Association, Inc.
Assessment Collection Policy
Adopted by the Board of Directors
September 13, 2024

WHEREAS this Association is responsible for the operation and maintenance of The Peninsula Master Association. In order to carry out this responsibility, the Association, through its Board of Directors, assesses all owners for their interest of the common expenses as required by the governing documents and the laws of the State of Alabama; and,

WHEREAS the Board of Directors of The Peninsula Master Association, Inc. desires to establish a fair and equitable policy governing collection of all amounts due and owing to the Association; and,

WHEREAS the governing documents of The Peninsula Master Association and provisions of Alabama govern collections of assessments and other charges; and,

WHEREAS the Board of Directors of The Peninsula Master Association adopted this policy at a duly noticed and held Board of Director's meeting; and,

WHEREAS THE Board of Directors of The Peninsula Master Association, Inc. distributed the adopted policy to all members of the Association at the addresses shown on the books and records at least ten (10) days prior to the effective date of this policy:

WHEREAS the Board of Directors of The Peninsula Master Association, Inc. established October 1, 2023, as the effective date of this policy.

WHEREAS this Assessment Collection Policy will supersede all previous collection policies of The Peninsula Master Association, Inc. incorporated on April 26, 1995 and may be further amended from time to time, said policy will not contradict The Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions of The Peninsula Master Association, Inc. or By-Laws and may be recorded as part of the Rules and Regulations should the Board desire to memorialize this policy.

NOW THEREFORE, the Assessment Collection Policy is adopted as follows:

1. Unless otherwise specified by the Board of Directors, Master Association dues and assessments shall be payable on the first (1st) day of each month and are delinquent after the fifteenth (15th) day of the month.
2. If payment is not received by the required date, the account of the Neighborhood Association shall incur a late fee of \$200.00 per month for any balance due. The unpaid balance of a Neighborhood Association's account shall bear interest in the amount of 1.5% per month on the entire amount due.
3. Any costs and fees incurred in processing and collecting delinquent amounts, including, without limitation, late fee and interest charges, charges for preparation of delinquency notices

or referral to collection, postage and copies, and attorney's fees and costs, shall become an additional charge against the Neighborhood Association and shall be subject to collection pursuant to this Assessment Collection Policy.

4. Neighborhood Associations delinquent more than sixty (60) days may be subject to receive a written demand for payment from the Master Association and/or its agent(s). If the account is not brought current within the additional days provided in the written demand for payment, it may be subject to being turned over to the Master Association's attorney and/or contracted collection agency for further recourse. These collections procedures may include, but not be limited to, notice of intent to lien, state of lien being filed of record in the Judge of Probate, and/or judgement proceedings and/or foreclosure proceedings, and any other legal remedies available to the Association under Alabama Law and its governing documents.

5. All other expenses, interest, fees, and charges incurred in the collection of a delinquent assessment shall be the sole responsibility of the Neighborhood Association and be payable prior to the curing of the delinquent status.

6. There is a \$35 charge for returned checks, plus any bank charge, to The Peninsula Master Association, Inc.

7. This policy is an addendum, and in addition to, all rights the Association has under the laws of the State of Alabama, the Articles, the Declaration and the By-Laws of The Peninsula Master Association, Inc. as amended.

8. In the event of continued non-payment after affording the Neighborhood Association an opportunity to respond to the demand, legal counsel may commence suit against the Neighborhood Association. It is the intention of the Master Association to follow the above procedure and the Neighborhood Associations are strongly encouraged to make payments promptly to avoid additional costs and legal action. Once assigned, all contact regarding a delinquent account with a delinquent Neighborhood Association shall be handled through the Master Association's attorney. The Attorney shall have authority to settle the collection of the account, after consultation with the Board, directly with the Neighborhood Association after it has been turned over to the Master Association's attorney. The Master Association reserves the right to vary from this policy adopted above where particular circumstances warrant such a deviation in the reasonable business judgement of the Master Association or its legal counsel.

This policy shall be effective as of October 1, 2023

Peninsula Master Association, Inc. Board of Directors

sent 24 July 23 

The Peninsula Master Association
10 Peninsula Blvd.
Gulf Shores, AL 36542
21 July 2023

Mr. Chad Leonard
Scratch Golf, LLC
20 Peninsula Blvd.
Gulf Shores, AL 36542

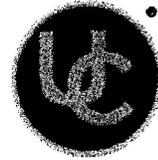
In the interests of safeguarding the investment that the Owners (Members) of the Peninsula Master Association and our Condo/Neighborhood Associations have here, we are requiring Scratch Golf-Peninsula and Racquet Club, LLC, Scratch Golf, LLC, United Golf, Inc. and the United Company of Bristol, Virginia and such other subsidiaries of The United Company, assigns and successors as may apply, to provide proof of liability insurance with a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate of coverage for the Peninsula Master Association, the Condo Associations and Neighborhood Associations thereof, which indemnifies the aforesaid non-profit associations and their roads, lands, employees, contractors, and others from acts, accidents, perils, and liability occasioned by or from actions or neglect of the above mentioned for-profit companies or corporations and those persons who, otherwise, would have no reason to be here, but for the aforementioned for-profits.

We would appreciate receiving the certificate of insurance by the 15th of August, 2023.

By Al Berzett, President of the
Peninsula Master Association

cc: Bill Palmer, President
Scratch Golf, LLC
60 Hilton Head National Drive
Bluffton, SC 29910

The United Company



1005 Glenway Avenue
Bristol, VA 24201

August 4, 2023

Via Electronic Mail

Al Berzett
President
The Peninsula Master Association
10 Peninsula Boulevard
Gulf Shore, AL 36542

Dear Mr. Berzett,

This is in response to your letter to Chad Leonard, dated July 21, 2023, requesting proof of liability insurance from Scratch Golf – Peninsula Golf and Racquet Club, LLC and its parent companies (“Golf Club”). We appreciate your concern for the interests of The Peninsula Master Association (“Association”) and we are happy to voluntarily provide the applicable certificate of insurance to the Association as a goodwill gesture between the Golf Club and its longtime neighbors.

For clarification, conditions cannot be unilaterally placed on our existing easement of access on the Association’s properties (“Properties”). Per the *First Recorded and Restated Master Declaration of Covenants, Conditions and Restriction for The Peninsula, A Residential Planned Community* (“Declaration”), the Golf Club and its owner “shall at all times have a right and non-exclusive easement of access and use over all roadways located within the Properties . . . and, further, over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the Golf Club and Tennis Center . . .” (see § 2.14 *Rights of Access and Parking*). As you know, under Article II of the Declaration, there are additional access easements conveyed to the Golf Club, including for maintenance, golf balls, and cart paths.

We are not aware of any obligation by the Golf Club to do so nor can its right of access be restricted as a result of not having the requested insurance coverage. Furthermore, pursuant to the Declaration, charges or “tolls” cannot be assessed against the Golf Club as a condition precedent to exercising its access rights (see § 2.04(b) *Reservation of Controlled Access Easement*). This Declaration was recorded with the Baldwin County Probate Court on February 8, 2001, and remains in effect. Accordingly, we are not aware of any agreement that permits the Association to mandate the Golf Club secure insurance coverage.

Nevertheless, for the same reasons you believe we should include the Association on our liability policy, we are requesting that the Association provide proof of insurance for the same coverage amounts, a minimum of \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate, naming as an insured Scratch Golf – Peninsula Golf and Racquet Club, LLC, Scratch

August 4, 2023
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Golf, LLC, The United Company, including its employees, officers, owners, directors, guests, assigns and successors.

It should be understood any additional costs and expenses, including premium increases, incurred by the Golf Club resulting from your request to secure such insurance coverage for the Association will result in higher member dues going forward. Absent any concerns communicated to us in writing prior to August 9, 2023, we plan to proceed with securing the insurance coverage. We would appreciate an update as to when we might expect the Association's certificate of insurance naming us as outlined above as additional named insureds.

Thank you for your time and attention to these matters. If you have further questions about the Golf Club's operations, please do not hesitate to contact Chad Leonard, who you know well. Should you have questions or concerns about insurance coverage, the Declaration or other obligations related to the Association, please direct those to my attention at The United Company, 1005 Glenway Avenue, Bristol, Virginia, 24201.

Again, we value developing a positive long-term relationship with all members of the Golf Club and the community at-large and look forward to doing so. We feel candor is the best way of achieving that goal.

Sincerely,



J. Jasen Eige
Vice President and General Counsel
The United Company

cc: The Peninsula Master Association Board Members
Baywalk Neighborhood Association Board Members
Boulevard Neighborhood Association Board Members
Haven Neighborhood Association Board Members
The Links Condominium Owners' Association Board Members
The Links Golf Villas Condominium Owners' Association Board Members
Preserve Neighborhood Association Board Members
The Racquet Club Condominium Owners' Association Board Members
Retreat Neighborhood Association Board Members
The Lakes Neighborhood Association Board Members
Chad Leonard, Regional Manager, Scratch Golf, LLC