

**Meeting of the Board of Directors
Seaside Beach & Racquet Club Condominium Association**

March 19, 2026

Minutes

1. Call to Order The Meeting was called to order at 2:58 pm CST, via Conference Call, by President, Joe McCurnin. Joe proceeded with the meeting, requesting Board members follow conference call etiquette by stating name when speaking, muting phones as necessary to block background noise.

2. Calling of the Roll Joe McCurnin, (President); Cathy Nolan (Treasurer); Carol Mancuso (Secretary), Chris Labat (Vice President), Bill Tucker (Director), Milton Pate (Director), Mark Stipe (Director), Kerri Thompson, (Property Manager)

3. Minutes of the last meeting were approved by email and were posted to the SSBRC website.

4. Kerri Report

--Jason was in the hospital this week. He is back at work and on the job!

--Looks like the roof of B3 is finally fixed. All leaks seem to be stopped and repaired.

--The new wood soffit on B3 and B4 is done.

--All work trailers are gone from the property.

--Fire Inspection – All good to go! No findings this year. We are the only ones on the beach to say that!

--A new vending machine will be placed by the snack and coke machine by B3. It will hold sundries.

--Jason has been power washing on the property.

--The quote for moving the front fence is \$1850.00. Mark says we can wait to do it. We need to see what happens with the property that was sold at the front of our property first.

--The weather last Sunday through Monday caused damage to some balcony railings on B 3 & 5. The areas damaged are blocked off. Loose luggage carts were blown into the railings by the wind.

5. Treasury Report- Cathy

--Only one owner has not paid the balcony assessment. Their Secure Vision services were disconnected.

6. Taupeka Law Letter- Mark and Milton

This pertains to the property in front of SSBRC that was recently sold. The new purchaser is making requests that are not in favor of SSBRC.

--There is a recorded water easement since 1984. The pipe cannot be moved without our permission.

--The front fence will have to be moved. It is actually on the wrong side of the property line.

--The driveway may have to be altered.

--Milton met with officials on site today. The driveway needs 10 feet for a fire truck to enter. We were advised to get a survey.

--The new owner wants --1. Walkway easement along our E property line. The Board has refused this request several times. 2. Move the water line that supplies water to SSBRC. Moving the water line would leave us w/o water for 2 months. The water officials are with SSBRC in not having to move the line as it has been there since 1984. 3. The new owner of the property wants us to pay him \$75,000.00 so we can keep our driveway as is. His survey states our driveway encroaches on his property.

-- Cathy moved to go ahead and get the survey recommended by the city officials to survey the W side of our property for the true lines of the driveway. Mark seconds. All in favor. Motion to survey the side of property for true lines of driveway passes.

- After discussion of the status of matters with the adjacent landowner, the board unanimously authorized transmittal of the attached correspondence.

Small text in top left corner, likely contact information for the law firm.

**BAWELL, OPTON, ANDERSON, LAW & HENRY,
P.C.**

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March 21, 2024

To: mark@tupelo.com

Mark Tinsley
Tupelo Law, LLC
2220 East Broad Street
Chaspe, AL 36615

Re: **Seaside Beach and Racquet Club, Inc.**
File No. 24-000000

BA
2024-03-21
10:00 AM
C:\Users\mark\Documents
24-000000
2024-03-21
10:00 AM

Dear Mark,

Thank you for your letter dated March 18, 2024. The Association has considered your Client's requests and responds below.

As to the alleged driveway, signage and fence "interference," we believe the correct usage of these areas by Seaside Beach and Racquet Club, Inc. ("Seaside") are appropriate usage, pursuant to, and/or supported by, affirmative and/or prescriptive easements. Notwithstanding this comment, and without waiving any right to seek prescriptive easement or other legal action, additional use in continued usage of these areas, Seaside responds as follows:

1. As to the area of the alleged signage interference, Seaside has removed its signage and ceased maintenance of the landscaping in its use.
2. With respect to the alleged fence interference on the south side of Lot 1, Seaside intends to relocate the existing fencing.

Mark Tinsley
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3. As to the driveway easement, Seaside asserts prescriptive rights in continued usage of the alleged area of encroachment for both ingress and egress. Seaside will not consent to, nor participate in, the removal of



7. Security report- Bill

--No issues to report. All going well.

--The new contract with Security will charge time and half for Holidays.

8. Maintenance Report-Milton

9. Condo Rental / parking report- Carol

Condo – one March rental

Parking for February – Bulk – 80 for \$4,000.00. GS -194 for \$9,596.67. Total \$13,596.37. YTD - \$18,645.21.

10. Annual Meeting update and discussion.

11. New Business (if any)

--Use consumer price index yearly for HOA fees,

--Amendment for Annual Meeting pertaining to frivolous lawsuits.

--Tennis Courts - repair work.

-- 2101 - keep or sell.

12. April Meeting Date and adjourn

April 16, 2026

Milton moved to adjourn. Bill seconds. All in favor. The meeting adjourned at 3:59pm.