

SUPERIOR COURT OF WASHINGTON FOR THE COUNTY OF ISLAND

ROBERT WILBUR,
Plaintiff,
vs.
ADMIRAL'S COVE BEACH CLUB, a
Washington non-profit corporation;
Defendant.

NO. 13-2-00741-4
DEFENDANT ADMIRAL'S COVE
BEACH CLUB'S REPLY IN SUPPORT
OF MOTION FOR SUMMARY
JUDGMENT RE: VALIDITY OF 2013
BALLOT TO DECOMMISSION POOL

SUE CORLISS,
Intervenor,
vs.
DUSTIN FREDERICK, ROBERT WILBUR,
ADMIRAL'S COVE BEACH CLUB, a
Washington non-profit corporation, and its
BOARD OF DIRECTORS,
Defendants.

I. INTRODUCTION

Intervenor's opposition to Defendant's Motion for Summary Judgment is completely undermined by her mischaracterization of the decision by the Washington Court of Appeals in this case. Intervenor characterizes the Court of Appeals' decision as a judgment as a matter of law in her favor on the issue of the validity and enforceability of the 2013 vote to decommission the pool but the Court of Appeals did not so rule. The Court of Appeals did not reverse and

1 remand with instructions to this Court to enter judgment in favor of Intervenor as it could have.
2 Rather, the Court of Appeals reversed and remanded “for further proceedings consistent with
3 this opinion.” *See*, Decl. of Christopher J. Nye in Support of Defendant’s Motion for
4 Summary Judgment, Ex. B, pg. 11. The Court of Appeals stated, “[b]ecause Wilbur failed to
5 establish that he was entitled to judgment as a matter of law, we reverse and remand for further
6 proceedings.” *Id.*, pg. 1. Intervenor incorrectly interprets this statement to mean the 2013 vote
7 is valid as a matter of law and must be enforced.

8 In essence – and to us a sports analogy – by reversing the judgment and remanding the
9 case “for further proceedings consistent with this opinion,” the Court of Appeals has stripped
10 Plaintiff of his victory and ordered the parties back onto the playing field to continue the game
11 under the new parameters set by the Court of Appeals. Those new parameters include the
12 rulings that (1) the ACBC governing documents give the club the general power to
13 decommission the club swimming pool; and (2) the 2012 motion passed by the membership
14 did not prohibit the club from allowing members to vote whether to decommission the pool.
15 *Id.*, p. 11. Although the teams may not now rerun those two “plays” by advancing the same
16 arguments, the game continues. The validity and enforceability of the 2013 vote to
17 decommission the pool remains an open question.

18 With this motion, this Court is now being asked to determine two new issues that do
19 not run afoul of the Court of Appeals’ holdings: first, whether the 2013 vote to decommission
20 the pool is invalid because it has been superseded by the 2016 vote of the members approving
21 a special assessment to repair the pool; and second, whether, despite the club’s general ability
22 to decommission the pool, the 2013 vote to decommission the pool is still invalid because it
23 violated the club bylaws that require member approval of special assessments when it failed to
24 offer a “no assessment” option.¹

25 ¹ Undersigned counsel is cognizant of this Court’s prior procedural ruling on Plaintiff’s Motion to Amend the
Complaint and certainly does not assert this second argument lightly, or as a means of ignoring or disrespecting
Judge Hancock, whom counsel holds in the highest regard. Below, in Sec. III. A., this brief attempts to explain

1 Intervenor’s response sets forth no grounds upon which the court should deny the relief
2 sought in ACBC’s Motion for Summary Judgment. Rather, her response is based on
3 misinterpretation of Washington law, mischaracterizations of the legal rulings in this case, and
4 spurious allegations of collusion and misconduct that are not only blatantly false, but fail to
5 create any genuine issues of material fact that would preclude the relief sought. Accordingly,
6 the Court should grant ACBC’s motion. This brief will respond to each of the arguments
7 advanced by Intervenor in order.

8 II. EVIDENCE RELIED UPON

9 In addition to the documents of record previously filed with this Court², ACBC’s
10 reply relies upon the attached Declarations of Kurt Blankenship, Marilyn Sherman Clay and
11 Christopher Nye, as well as the exhibits attached thereto.³

12 III. FACTS AND ARGUMENT

13 A. ACBC is Legally Entitled to Argue the Invalidity of the 2013 Vote Based on the 14 Lack of a “No Assessment” Option and the Argument is Correct.

15 Intervenor asserts that by arguing the 2013 vote is invalid because the ballot did not
16 contain a “no assessment” option in violation of the bylaws, ACBC is ignoring this Court’s
17 prior ruling on Plaintiff’s Motion for Leave to Amend Complaint. This is not the case.

18 As this Court is aware, following the remand of this case from the Court of Appeals,
19 Plaintiff moved for leave to file an Amended Complaint. Dkt. 185. The Court granted
20 Plaintiff’s motion insofar that Plaintiff sought to add a new claim for declaratory relief relative
21 to the validity of the 2016 vote to approve a special assessment for pool repairs. The Court,

22 _____
23 respectfully and in good faith why ACBC should be legally entitled to advance this substantive argument in the
24 current context of this case. Should the Court disagree and prohibit this legal argument from going forward,
25 Counsel will of course abide by that decision.

² The second sentence of ACBC’s opening brief in this motion reads, “First, the 2013 club membership . . .,” which is an error. It should read, “First, the 2016 club membership”

³ Because Kurt Blankenship and Christopher Nye submitted declarations in support of both ACBC’s motion and reply, for ease of reference, citations to each shall be denoted with a “(M)” for the declaration in support of the opening motion brief and a “(R)” for the declaration in support of the reply.

1 however, denied the motion to amend insofar as the Court determined that Plaintiff was seeking
2 to add *new claims* relative to the validity of the 2013 vote, which would constitute
3 impermissible claim-splitting. Dkt. 193. Accordingly, with respect to Plaintiff's claim for
4 declaratory relief relative to the validity of the 2013 vote, this case is proceeding on remand
5 under the language of Plaintiff's original Complaint.⁴

6 Under the Civil Rules, a "pleading which sets forth a claim for relief, whether an
7 original claim, counterclaim, cross claim, or third party claim, shall contain (1) a short and
8 plain statement showing that the pleader is entitled to relief and (2) a demand for judgment for
9 the relief to which he deems himself entitled. Relief in the alternative or of several different
10 types may be demanded." CR 8(a).

11 Washington is a notice pleading state. *Burchfiel v. Boeing Corp.*, 149 Wn.App. 468,
12 495, 205 P.3d 145, *review denied*, 166 Wn.2d 1038 (2009). This means that the primary
13 purpose of pleadings is to give notice to the court and the adverse party of the general nature
14 of the asserted claim and legal grounds upon which the claim rests. *State v. Ralph Williams'*
15 *Nw. Chrysler Plymouth, Inc.*, 87 Wn.2d 298, 315, 553 P.2d 423 (1976); *Kirby v. City of*
16 *Tacoma*, 124 Wn. App. 454, 987 P.3d 827, *rev. denied*, 154 Wn.2d 1007 (2004). Under
17 these legal principles, a party is not required to set forth in its pleadings every alleged fact
18 supporting every specific theory or grounds upon which the party may be entitled to prevail on
19 a specific claim.

20 It is undisputed that Plaintiff's original Complaint adequately asserts a claim for
21 declaratory relief seeking a declaration that the 2013 vote to decommission the pool is invalid
22 because it violated the club's governing documents. Dkt. 1, pg. 7, ¶4.8. Under principles of
23 notice pleading, the issue of whether the 2013 vote violated the club's governing documents
24 in *any* particular respect has been properly before the Court since the inception of this case.

25 _____
⁴ Plaintiff never filed an Amended Complaint so this case is proceeding in every respect under the language of
the original Complaint.

1 In his summary judgment motion, Plaintiff argued he is entitled to prevail on his claim
2 for declaratory relief on the grounds that the 2013 vote to decommission the pool was invalid
3 because the governing documents do not give the club the authority to remove the pool and
4 because it violated the October 2012 motion passed by the membership. Dkt. 86, Dkt. 122.
5 This Court agreed as a matter of law and entered judgment. Dkt. 168. The Court of Appeals
6 reversed and remanded, holding that the governing documents do give the club the authority
7 to remove the pool and that the 2013 vote did not violate the October 2012 motion. Nye Decl.
8 (M), Ex. B.

9 So now the parties are back before this Court on the same original claim for declaratory
10 relief seeking a declaration that the 2013 vote is invalid on entirely new grounds that do not
11 run afoul of the Court of Appeals' ruling. Arguing now that Plaintiff is entitled to prevail on
12 his original claim because 2013 ballot did not contain a "no assessment" option is not
13 introducing a new claim or splitting claims. Rather, it is advancing a new basis upon which
14 Plaintiff is entitled to prevail on the same original claim for declaratory relief seeking a
15 declaration that the 2013 vote is invalid under the governing documents.

16 In denying Plaintiff's Motion to Amend the Complaint, this Court cited to *Landry v.*
17 *Luscher*, 95 Wn. App. 779, 976 P.2d 1274 (1999). In that case, Division 3 of the Court of
18 Appeals held that it was impermissible claim-splitting for plaintiff to file a lawsuit asserting a
19 claim for property damage arising out of a motor vehicle accident in small claims court and
20 then filing a separate suit in Superior Court asserting a claim for bodily injury arising out of
21 the same accident. *Id.* The reasoning behind the *Landry* decision and others like it makes sense
22 for claim-splitting "would lead to duplicitous suits and force a defendant to incur the cost of
23 effort of defending multiple suits." *Id.* 95 Wn.App. at 782. Surely, a homeowner whose newly
24 constructed home leaks from the roof and from the windows should not be permitted to bring
25 claims against the builder for the roof leaks in one action and then bring separate claims for
the window leaks in another. Furthermore, that same homeowner should not be allowed to sue

1 the builder for breach of contract in one action and sue the same builder for breach of warranty
2 in another.

3 That is not the situation here. Here, there is and has always been one claim at issue: a
4 claim for declaratory relief seeking a declaration that the 2013 vote to decommission the pool
5 is invalid under the Club's governing documents. The theories upon which Plaintiff initially
6 prevailed on this claim have been invalidated by the Court of Appeals and the case remanded.
7 Now, ACBC is merely asking this court to consider two new reasons why the 2013 vote was
8 invalid and declaratory relief is appropriate under Plaintiff's original claim. Intervenor is not
9 being forced to "incur the cost of effort defending multiple suits" or even defending duplicitous
10 arguments. Intervenor is instead responding to new arguments regarding the same claim in the
11 context of the same suit.

12 This case is analogous to an insurance company bringing a declaratory judgment action
13 and asserting a claim for declaratory relief seeking a determination from the Court of no
14 coverage under a policy of insurance. The insurance company may move for summary
15 judgment on the basis that the underlying claim does not fall within the coverage grant of the
16 policy. Should the insurance company prevail but the decision subsequently is reversed on
17 appeal on the basis that the underlying claim does fall within the coverage grant of the policy,
18 if the appellate court remands the case "for further proceedings consistent with this opinion,"
19 the insured is not entitled to a finding of coverage as a matter of law requiring the insurer to
20 pay. Rather, the insurance company may then move for summary judgment on the separate
21 theory that although the underlying claim falls within the coverage grant of the policy, there
22 are exclusions in the policy that apply to negate coverage. The insurer is merely asserting a
23 new and separate *argument* or *theory* as to why it is entitled to prevail on the same *claim*. This
24 is a common occurrence in coverage disputes and the undersigned is not aware of any instance
25 where such action has been precluded by a court of law as impermissible claim-splitting.

1 While a party may be required at the outset to assert every *claim* arising out of a single
2 occurrence which the party feels entitles them to the relief sought, ACBC is unaware of any
3 Washington laws or court rules that require a party moving for summary judgment to assert
4 every possible argument or theory upon which it may be entitled to summary judgment on a
5 single claim. There may be strategic reasons for withholding arguments deemed weaker for
6 fear of diluting stronger arguments if they were presented together. Or additional arguments
7 may not come to light until litigation has progressed.

8 Furthermore, the Superior Court Civil Rule governing summary judgment proceedings
9 demonstrates that a party need not raise every possible argument a party may have to support
10 a summary judgment motion at once:

11
12 A party seeking to recover upon a claim, counterclaim, or cross claim, or to obtain a
13 declaratory judgment may, . . . move with or without supporting affidavits for a
summary judgment in the party's favor **upon all or any part thereof.**

14 CR 56(a) (emphasis added).

15 Because the argument that the 2013 vote is invalid on the grounds the ballot did not
16 contain a "no assessment" option in violation of the bylaws requiring member approval of all
17 special assessments is directed at Plaintiff's *original* claim for declaratory relief, the argument
18 is properly before the Court. It does not run afoul of this Court's procedural ruling denying in
19 part Plaintiff's Motion to Amend. Furthermore, because there is no dispute that Article XIV,
20 Sec. 3 of the ACBC bylaws require member approval of special assessments, the argument
21 should succeed and ACBC's motion for summary judgment on this ground should be granted.

22 In addition, Section A of Intervenor's brief also argues that it is premature for the Court
23 to entertain any issues regarding the 2016 vote because Plaintiff never filed his amended
24 complaint. The proposed (and approved) amendment that was never filed was to add a *new*
25 *claim* for declaratory relief relative to the validity of the 2016 vote. The instant motion is not
seeking relief regarding the proposed new claim that Plaintiff never filed. Rather, it is seeking

1 relief regarding Plaintiff's original claim for declaratory relief regarding the validity of the
2 2013 vote, merely arguing it is also invalid because it has been superseded by the 2016 vote.
3 This Court's Order Granting in Part and Denying in Part Plaintiff's Motion for Summary
4 Judgment explicitly stated that, "this Order in no way limits any party from seeking further
5 and additional relief based upon facts and issues not presented in this case or facts *that have*
6 *arisen since the date of this court's Order.*" Dkt. 168, pg. 5 (emphasis added). The 2016 vote
7 in which the membership approved a special assessment to repair the pool occurred after this
8 Court's ruling on Plaintiff's Motion for Summary Judgment. Accordingly, the issue of whether
9 the 2013 vote to decommission the pool is valid on the grounds it has been superseded by the
10 2016 vote to repair the pool is properly before the court.

11 **B. The Issues in this Case Have Not Been Fully and Finally Decided in Favor of**
12 **Intervenor and ACBC Is Not Seeking New Rulings That Contradict the Court of**
13 **Appeals.**

14 Contrary to Intervenor's assertion, the Court of Appeals did not decide this case "fully
15 and finally" in favor of Intervenor. Rather, the Court of Appeals determined that Plaintiff
16 failed to establish he was entitled to judgment as a matter of law and reversed and remanded
17 this case "for further proceedings consistent with this opinion." Nye Decl. (M), Ex. B, pg. 11.
18 The Court of Appeals so ruled because it held the governing documents give ACBC the power
19 to decommission the pool and because the 2013 vote did not violate the October, 2012 motion.
20 Id. Notably, the Court of Appeals did not reverse and remand this case with instructions to
21 this Court to enter judgment in favor of Intervenor as it could have. See, for example, *Certain*
22 *Underwriters at Lloyd's London v. Travelers Property Cas. Co. of America*, 160 Wn.App.
23 1028 (2011), ("We reverse summary judgment in Lloyd's favor and remand with instructions
24 to enter summary judgment in Traveler's favor.")

25 Nowhere in the Court of Appeals' decision did the Court state that Intervenor is entitled
to judgment as a matter of law that the 2013 vote to decommission the pool is valid and must

1 be enforced. Intervenor is putting the proverbial cart before the horse. The Court of Appeals
2 decision merely reversed the judgment in favor of Plaintiff and remanded the case back to the
3 trial court. In fact, the Court of Appeals' explained in its decision why Intervenor is not entitled
4 to judgment as a matter of law:

5 In her assignments of error, Corliss challenged the grant of partial summary judgment
6 in favor of Wilbur and the denial of her motion for summary judgment dismissal.
7 However, the trial court did not deny Corliss's motion. Corliss failed to renege her
8 motion following a request for a continuance and it was not properly before the trial
9 court at the time of the hearing. Instead, the trial court declined to rule on Corliss's
10 cross motion as moot.

11 Nye Decl. Ex. B, pg. 7, fn. 2.

12 The only final judgment to ever exist in this case was in favor of Plaintiff. That
13 judgment has now been reversed on appeal so there currently is no final judgment in favor of
14 any party to this case. For this reason, Intervenor's argument that ACBC's motion for
15 summary judgment violates the doctrine of *res judicata* or claim preclusion fails. Even
16 assuming the other elements of *res judicata* are met such as identity of persons or parties,
17 causes of action, subject matter and quality of the persons for or against who the claim is made,
18 *Landry v. Luscher*, 95 Wn.App. 779, 783, 976 P.2d 1274 (1999), for the doctrine of *res judicata*
19 to apply there must be a final judgment on the merits. *Leija v. Materne Bros., Inc.*, 34 Wn.
20 App. 825, 827, 664 P.2d 527 (1983); P. Trautman, *Claim and Issue Preclusion in Civil*
21 *Litigation in Washington*, 60 WASH. L. REV. 805, 822 (1985). Because there is no longer a
22 final judgment on merits in this case, the doctrine of *res judicata* does not apply to bar ACBC's
23 motion for summary judgment.

24 Furthermore, the doctrine of *collateral estoppel* or issue preclusion similarly affords
25 Intervenor no solace here. The issues finally decided by the Court of Appeals in this case are
that the ACBC governing documents give ACBC the general power to decommission the pool
and that the October, 2012 motion did not preclude ACBC from voting whether to
decommission the pool. The parties are therefore precluded under the doctrine of *collateral*

1 *estoppel* from arguing the 2013 vote to decommission the pool is invalid because the governing
2 documents do not authorize decommissioning the pool and because it violated the October,
3 2012 motion. The two arguments ACBC asserts in this motion, however, do not speak to these
4 issues at all. They speak only to the issues of whether the 2013 vote is invalid because it has
5 been superseded by the 2016 vote and because the 2013 ballot violated the club bylaws by
6 failing to give the members an opportunity to vote against a special assessment altogether.
7 Neither of these arguments violate the doctrines of *res judicata* or *collateral estoppel* and
8 therefore the motion should not be denied on these grounds.

9 **C. Judicial Estoppel Does Not Apply In This Case.**

10 Intervenor argues that ACBC should be judicially estopped from arguing against the
11 validity of the 2013 vote to decommission the club pool because at the outset of the case, it
12 defended the validity of the 2013 vote. While Intervenor is correct that ACBC has changed its
13 position relative to the issues in this case, Intervenor is incorrect that judicial estoppel should
14 apply.

15 At the outset of this case, the ACBC Board was comprised of five “anti-pool” directors
16 and two “pro-pool” directors. Blankenship Decl. (R), ¶ 2. Plaintiff sued not only ACBC but
17 also the seven directors individually. Dkt. 1. All named defendants were initially represented
18 by attorney Vasu Addanki, who believed he could not ethically represent the two “pro-pool”
19 directors given the conflict of interest with respect to the pool. Consequently, undersigned
20 counsel was retained to represent the two “pro-pool” directors in their individual capacity.
21 After this Court granted Plaintiff’s Motion for Temporary Injunction (Dkt. 56), through
22 subsequent director elections and, in one case resignation, the ACBC board was then
23 comprised unanimously of “pro-pool” directors. Blankenship Decl. (R), ¶2. The parties then
24 reached a financial settlement resulting in the dismissal of Plaintiff’s claims against the seven
25 individually named defendants and the undersigned substituted as counsel for the sole
remaining defendant, ACBC. Dkt. 66.

1 Since Plaintiff and the new ACBC Board were philosophically aligned with respect to
2 the pool, the parties entered into discussions about ways in which this case might be amicably
3 resolved. Carlson Decl. in Support of Intervenor’s Opposition, Ex. 4. The new “pro-pool”
4 ACBC Board, and every ACBC Board since, has always believed that Plaintiff’s position in
5 this case was correct, except to the extent the Court of Appeals has now indicated otherwise.
6 Blankenship Decl. (R), ¶ 3. Although the parties briefly considered stipulating to permanent
7 declaratory and injunctive relief as a means of resolving the case as indicated in Intervenor’s
8 submitted “collusion” emails, the Board ultimately refused that approach, citing its fiduciary
9 duties to all members of the club regardless of whether “pro-pool” or “anti-pool.” Id. Instead,
10 the parties proceeded with litigation and Plaintiff filed his Motion for Summary Judgment.
11 Dkt. 86, Dkt. 122.

12 As this Court is aware, the Board took no position on Plaintiff’s Motion for Summary
13 Judgment and Ms. Corliss intervened for purposes of opposing Plaintiff’s motion and filing a
14 cross-motion of her own – in effect assuming the original Board’s “anti-pool” position in this
15 case. After this Court ruled in favor of Plaintiff on his motion for summary judgment,⁵ and
16 during the pendency of Intervenor’s appeal, the Board sought to comply with this Court’s order
17 that “[u]nder the governing documents as presently constituted, the members of the Board of
18 Directors have a legal duty and fiduciary obligation: a. to maintain, repair and operate the
19 swimming pool and its related facilities . . . ; and b. to take affirmative action, consistent with
20 the governing documents of ACBC, to budget for and raise funds through properly authorized
21 dues and assessments to carry out these duties.” Delahanty Decl.; Dkt. 168, p. 5. For this
22 reason, and because the Board believed the majority of the club now favored repairing the pool
23 which would only cost more as time progressed, the Board presented the 2016 ballot to the
24
25

⁵ This Court declined to rule on Intervenor’s Cross-Motion for Summary Judgment as moot. Dkt. 168.

1 members. Blankenship Decl. (R), ¶ 14. The majority approved the special assessment to repair
2 the pool. Blankenship Decl. (M), Ex. G.

3 Since that time, ACBC has actively litigated in favor of implementing the wishes of its
4 members to renovate the pool, even taking the laboring oar on the appeal and now bringing
5 this motion seeking to invalidate the 2013 vote to decommission the pool. Blankenship Decl.
6 (R), ¶ 4. Since her intervention, Intervenor has vigorously litigated in favor of
7 decommissioning the pool. While the parties to this action have changed - and ACBC has
8 changed its position to reflect the changed will of its membership - at all times both sides of
9 the pool dispute have always been fully represented and heard by the courts. As the Court of
10 Appeals stated, “[t]here are only two positions in this case: that the Club has the authority to
11 remove the pool or that it does not. Both positions are adequately represented by the parties
12 in this case.”⁶ Nye Decl. (M), Ex. B, pg. 8.

13 As Intervenor correctly points out with respect to judicial estoppel, “There are two
14 primary purposes behind the doctrine: preservation of respect for judicial proceedings and
15 avoidance of inconsistency, duplicity, and waste of time.” *Anfison v. FedEx Ground Package*
16 *System, Inc.*, 174 Wn.2d 851, 861, 281 P.3d 289 (2012). In determining whether to apply
17 judicial estoppel, this Court “is guided by three core factors: (1) whether the party’s later
18 position is ‘clearly inconsistent’ with its earlier position, (2) whether acceptance of the later
19 inconsistent position would create the perception that either the first or second court was
20 misled, and (3) whether the assertion of the inconsistent position would create an unfair
21 advantage for the asserting party or an unfair detriment to the opposing party.” *Id.* (citing *New*
22 *Hampshire v. Maine*, 532 U.W. 742, 750-751, 121 S.Ct. 1808, 149 L.Ed.2d 968 (2001)).

23
24
25

⁶ This statement by the Court of Appeals further demonstrates why ACBC’s argument that the 2013 ballot is invalid because it did not contain a “no assessment” option is properly before this Court and constitutes “further proceedings consistent with [the Court of Appeals’] opinion.” The Court of Appeals determined that the governing documents give the club the power to decommission the pool. ACBC is now simply arguing that while the club has the power to decommission the pool, the manner in which it tried to do so violated the Bylaws.

1 With respect to these core factors, the fact that ACBC's position has changed may
2 weigh in favor of applying the doctrine of judicial estoppel. However, ACBC's change in
3 position does not create the perception that the Court has been misled. Throughout this case,
4 the ACBC Board has always been transparent and honest with the Court about its initial
5 position against the pool, lack of position with respect to Plaintiff's motion for summary
6 judgment, and subsequent position in favor of the pool, as well as its reasons for each position.
7 The second core factor therefore weighs against applying judicial estoppel. Furthermore,
8 ACBC's current position does not create any unfair advantage in this case for the "pro-pool"
9 side or unfair detriment for the "anti-pool" side. The issues in this case remain the same and
10 simply because ACBC brought this motion rather than Plaintiff, that fact does not advantage
11 the "pro-pool" side or disadvantage the "anti-pool" side.⁷ Neither side of this dispute is
12 advantaged or disadvantaged simply because the messenger is different. The third core factor
13 therefore weighs against application of judicial estoppel.

14 When considered in combination, all three core factors clearly weigh against applying
15 the doctrine of judicial estoppel to preclude ACBC from arguing this motion. In essence,
16 Intervenor is arguing for an absurd result that the ACBC Board must completely disregard the
17 clear wishes of its membership and join her efforts to decommission the pool. The Court
18 should not deny ACBC's motion on judicial estoppel grounds.

19 **D. The 2016 Vote Was Not Tainted By This Court's Erroneous Ruling Or Collusion**
20 **Between Plaintiff and ACBC.**

21 1. ACBC Members Were Not Mislead or Disenfranchised During the 2016 Vote

22 Intervenor argues that the 2016 special assessment vote was fundamentally unfair
23 because the members were somehow tricked into believing this Court's prior summary
24 judgment ruling required them to vote "yes" to the assessment. This is patently untrue.
25

⁷ Plaintiff filed a joinder to this motion. Dkt. 203.

1 This Court has never said that ACBC members are required to approve any special
2 assessments to fund pool repairs. On the contrary, during its oral ruling on Plaintiff's Motion
3 for Summary Judgment, the Court stated:

4 Thus, as I have ruled, any vote by the membership to decommission the pool would be
5 invalid as contrary to the governing documents of the Club unless the governing
6 documents were changed to allow this to happen. On the other hand, there would
7 appear to be nothing to prevent the membership from voting down any motion to pass
8 assessments to repair and refurbish the pool. In that scenario, anti-pool forces might
be able to achieve through the back door what they cannot achieve through the front
door, as it were."

9 Nye Decl. (R), Ex. D, pg. 34-35. Several members of the "anti-pool" faction of the club were
10 present at the time of this Court's ruling. *Id.*, ¶ 4.

11 In fact, ACBC members were very aware that voting "no" in 2016 was an option.
12 "Anti-pool" members campaigned hard against approval of the 2016 ballot, imploring
13 members to vote "no" to the 2016 proposed assessment. Blankenship Decl. (R), ¶ 5, 6. The
14 "anti-pool" faction voiced its position at club meetings and through personal and website
15 communications. *Id.*

16 Furthermore, members were obviously aware they could vote "no" to the 2016
17 proposed repair assessments because they voted down the second of the two proposed
18 assessments. Blankenship Decl. (M), Ex. G. The ballot itself was perfectly clear on its face
19 that voting "no" was an option for *each* proposed assessment. Delahanty Decl., Ex. A. Unlike
20 the 2013 ballot, the 2016 ballot clearly contained a "no" option for each of the proposed
21 assessments. *Id.* Ironically, this was a specific concern of the "anti-pool" faction of the club.
22 On two separate occasions prior to the 2016 vote, counsel for Intervenor called counsel for
23 ACBC asking if the Board intended to propose a special assessment ballot to repair the pool
24 and threatening to seek an injunction against any proposed ballot that did not contain a "no"
25 option. Nye Decl. (R), ¶ 3.

1 Additionally, the materials disseminated by the ACBC Board to the club members
2 regarding the 2016 vote did not mislead the members. The statement in the “ACBC Pool
3 Renovation Ballot Q & A” that “Island County Superior Court affirmed in 2015 that we are
4 required to maintain and operate all club facilities under the existing Articles of Incorporation,
5 Bylaws, Covenants and other documents,” was a true statement at the time it was made.
6 Delahanty Decl., Ex. B. The materials do not state anywhere that club members are required
7 to approve any assessments to further that purpose. Id. In fact, that very same section of the Q
8 & A document indicates otherwise: “[w]hile it can still be operated with Band-Aid measures,
9 we want it up to current standards, a pool we can be proud of.” Id.

10 Intervenor argues that members were unfairly led to believe they had to vote “yes” to
11 the 2016 proposed repair assessment because the Board refused to provide opposition literature
12 to members. However, Intervenor provides no legal authority to suggest the Board is required
13 to provide opposition literature. Furthermore, nothing in the ACBC governing documents
14 provides that the Board is required to provide opposition literature when holding a vote. A
15 common analogy occurs all the time in local, state and national politics. For example, if a
16 County Board of Commissioners seeks voter approval of a new tax levy, that Board does not
17 disseminate anti-levy materials. Those against the levy are left to their own devices as to how
18 best they can voice their opposition prior to the vote.

19 Intervenor further argues that the 2016 vote was tainted because members of the club
20 were disenfranchised by the Board. In fact, the Board did not deprive any members of the right
21 to vote in 2016. To even have a right to vote to be deprived of in the first place, the ACBC
22 Bylaws are absolutely clear that a member must be in good standing. Blankenship Decl. (M),
23 Ex. B, Art. V, Sec. 1. To be in good standing, a member must be current on all dues and
24 assessments or have a Board-approved payment plan in place. Id., Art. III, Sec. 4. The Board
25 issued 2016 ballots to every member of the club in good standing. Blankenship Decl. (R), ¶ 8,

1 Ex. H, p.3. *The same rules applied and were observed by the Board at the time of the 2013*
2 *vote.* Id., ¶ 8. There was no disenfranchisement of any members in either vote.

3 2. The 2016 Vote Was Not Tainted by “Collusion”

4 The Wilbur emails submitted by Intervenor in support of her opposition do not support
5 her allegations of collusion and nefarious dealings between Plaintiff and the Board in any
6 respect. With respect to financing Plaintiff’s efforts in this case, there is no evidence that any
7 active Board members contributed funds. The e-mail thread dated Jan 3, 2014 – Jan 5, 2014
8 detail financial contributions to Plaintiff’s litigation efforts by current Board President, Kurt
9 Blankenship. Carlson Decl. in Support of Intervenor’s Opposition, Ex. 4. However, at the
10 time of these communications, Mr. Blankenship was not yet a member of the Board.
11 Blankenship Decl. (R), ¶ 9. Mr. Blankenship never provided any financial support to
12 Plaintiff’s litigation efforts after being elected to the Board. Id. This spurious allegation was
13 raised during the original summary judgment motion and was disproven at that time.
14 Intervenor has never provided any evidence to this Court that any active Board Member has
15 financially supported Plaintiff while serving on the board.

16 With respect to Dustin Frederick’s alleged nefarious activities, this Court is already
17 aware that Mr. Frederick was originally a Plaintiff in this case. Dkt. 1. So of course he was
18 involved in the prosecution of this case. Shortly after his election to the Board in 2014, he
19 appropriately withdrew as a Plaintiff from the case and was thereafter excluded from all
20 executive sessions of the Board dealing with the pool and all communications with the club’s
21 legal counsel. Blankenship Decl. (R), ¶ 10, Dkt. 131.

22 Several of the emails submitted by Intervenor document communications between
23 Plaintiff and ACBC member Gwyn Staton. At no time since the inception of this case has Ms.
24 Staton been a member of the Board. Id., ¶ 11. Where Intervenor has submitted emails that
25 document communications between Wilbur and actual Board members, they document only
the mutual efforts and strategic considerations of the parties to reach an amicable resolution of

1 this case. Such efforts are clearly favored by the law. *Stottlemyre v. Reed*, 35 Wn.App. 169,
2 173, 665 P.2d 1383 (1983). As explained above, and as the Court is aware, those efforts never
3 came to fruition and have had no effect on this case.

4 Underlying Intervenor's argument that the 2016 vote was tainted by collusion is the
5 suggestion that the membership has turned against the Board and against preserving the pool
6 because of the Board's actions. This is asserted in certain individual declarations submitted in
7 support of Intervenor's opposition. See, Bennet Decl, ¶ 9; Chamberlain Decl., ¶ 8. Though
8 full of inadmissible hearsay, improper arguments and unsupported accusations,⁸ these
9 allegations are untrue. Since the outset of this case, every member that has been elected to the
10 ACBC Board of Directors campaigned openly as a pool supporter and been elected as such.
11 Blankenship Decl. (R), ¶ 2. Furthermore, the club has successfully raised the majority of the
12 funds approved in the 2016 vote and there has been a steady increase of the percentage of
13 members bringing their dues and assessments current to qualify as a member in good standing.
14 *Id.*, ¶ 15.

15 The facts raised by Intervenor to suggest that the 2016 vote was tainted by misleading
16 information or collusion are false. However, even if true, Intervenor has provided no legal
17 authority at all for why for there is a genuine issue of material fact that would dictate a denial
18 of ACBC's motion.

19 **E. Intervenor Is Not Entitled To Attorney Fees Expended In Opposing The**
20 **Temporary Injunction Because Her Efforts Had Nothing To Do With The**
21 **Injunction Being Dissolved.**

22 Plaintiff seeks to recover her attorney fees spent to "successfully" oppose this Court's
23 prior temporary injunction. This request for relief is not properly before the Court.
24 Nonetheless, while she may be correct that Washington law provides that a party wrongfully
25

⁸ As are all of the ACBC member declarations submitted by Intervenor.

1 enjoined or restrained may be entitled to recover its costs incurred to successfully dissolve an
2 injunctive order, that is not the situation here.

3 Intervenor was not the party subject to the temporary injunction in the case. ACBC
4 was the party enjoined. Regardless, even if she were entitled to recover her costs and fees for
5 successfully overturning a temporary injunction against ACBC, she is not entitled to recover
6 her fees and costs here because she played no part in the Court's decision to deny injunctive
7 relief. Rather, the sole reason for this Court's denial of Plaintiff's injunctive relief was
8 Plaintiff's victory on his claims for declaratory relief.

9 In its ruling on Plaintiff's motion for summary judgment, this Court stated:

10 Turning now to the issue of whether the injunctive relief sought by the plaintiff should
11 be entered, the Court declines to enter any such injunctive relief. This is because of
12 one simple fact, the Board of Directors of the Club is now controlled by pro-pool
13 directors. The Club has taken no position on the merits of the legal arguments of either
14 the plaintiff or the intervenor. The Court has no reason to believe that the Board will
not follow the declarations made by this court and take action in accordance with these
declarations.

15 That being the case, Mr. Wilbur has not proven that he has a well-grounded fear of
16 imminent invasion of his rights by the Board. Therefore, he has not met his burden of
proof with regard to the injunctive relief he is seeking.

17 Nye Decl. (R), Ex. D, pg. 35.

18 In its order granting summary judgment on Plaintiff's claims for declaratory relief, the
19 court declared that the ACBC Board has a legal and fiduciary duty under the club's governing
20 documents to "maintain, repair and operate the swimming pool and its related facilities in a
21 reasonable manner and as may be required by local, state and federal law and the governing
22 documents themselves." Dkt. 168, pg. 5. Since the "pro-pool" ACBC Board took no position
23 with respect to Plaintiff's motion, but rather intended to let the Court's decision guide its
24 actions with respect to the pool going forward, the Court's ruling on Plaintiff's declaratory
25 relief removed the necessary threat of any imminent invasion of Plaintiff's rights to support
injunctive relief. Moreover, this Court declined to rule on Intervenor's cross-motion for

1 summary judgment seeking to dissolve the temporary injunction as moot. Dkt. 168, pg. 5. In
2 29-32. Because Intervenor's efforts were not a factor in the Court's decision to dissolve the
3 temporary injunction, this Court should not award the attorney fees Intervenor seeks.

4 IV. CONCLUSION

5 Intervenor's appeal of the prior summary judgment ruling has resulted in a remand of
6 this case for further proceedings consistent with the Court of Appeal's decision. It did not
7 result in a judgment as a matter of law in her favor. Rather, the parties are back before this
8 Court on the original claim for declaratory relief to determine whether, in light of the Court of
9 Appeals' decision, the 2013 vote is invalid on the grounds that it has been superseded by the
10 2016 vote and the grounds that is violated the ACBC Bylaws by failing to give members the
11 opportunity to vote down the proposed assessment.

12 Because there is no final judgment in this case, the doctrine of *res judicata* does not
13 apply to warrant a denial of ACBC's motion. Similarly, there are no grounds for this Court to
14 judicially estop ACBC from proceeding with its motion for summary judgment. Furthermore,
15 the 2016 vote to approve the proposed repair assessment was not tainted by either misleading
16 information or any improper collusion or misconduct between Plaintiff and the Board.
17 Because Intervenor has failed to raise any *genuine* issues of material fact, this Court should
18 grant ACBC's Motion for Summary Judgment Re: The Validity of the 2013 Ballot to
19 Decommission Pool.

20
21 DATED this 28th day of August, 2017.

22 REED McCLURE

23
24 By 

25 Christopher J. Nye, WSBA #29690
Attorney for Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

SUPERIOR COURT OF WASHINGTON FOR THE COUNTY OF ISLAND

ROBERT WILBUR,
Plaintiff,
vs.
ADMIRAL'S COVE BEACH CLUB, a
Washington non-profit corporation,
Defendant.

NO. 13-2-00741-4
DECLARATION OF CHRISTOPHER J.
NYE IN SUPPORT OF ADMIRAL'S
COVE BEACH CLUB'S REPLY IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT RE:
VALIDITY OF 2013 BALLOT TO
DECOMMISSION POOL

SUE CORLISS,
Intervenor,
vs.
DUSTIN FREDERICK, ROBERT WILBUR,
ADMIRAL'S COVE BEACH CLUB, a
Washington non-profit corporation, and its
BOARD OF DIRECTORS,
Defendants.

I, Christopher J. Nye, declare and state as follows:

1. I am counsel of record for Defendant Admiral's Cove Beach Club ("ACBC").

I am over the age of 18 and competent to testify to the matters herein.

2. Attached hereto as Exhibit "D" is a true and correct copy of excerpts from the transcript of this Court's March 27, 2015 oral ruling on Plaintiff's Motion for Summary Judgment.


1 3. On two separate occasions prior to ACBC's 2016 vote regarding the proposed
2 special assessments to fund pool repairs, counsel for Intervenor called me to ask if it was true
3 that ACBC intended to proceed with a proposed special assessment ballot to fund pool repairs.
4 He also informed that if it was true, in the event the proposed ballot did not contain a "no"
5 option by which the members could vote down a proposed assessment, he would likely seek a
6 temporary injunction enjoining ACBC from proceeding with the vote.

7 4. When this court made its oral ruling on Plaintiff's Motion for Summary
8 Judgment on March 27, 2015, there were several "anti-pool" club members present in the court
9 room.

10
11 **I declare, under penalty of perjury under the laws of the State of Washington, that**
12 **the foregoing is true and correct.**

13 DATED this 27 day of August, 2017, at Seattle, Washington.

14
15
16
17
18
19
20
21
22
23
24
25



Christopher J. Nye, WSBA No. 29690

NYE EXHIBIT D

1 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

2 IN AND FOR THE COUNTY OF ISLAND

3
4 ROBERT WILBUR and DUSTIN)
FREDERICK,)

5)
6 Plaintiffs,)

7 vs.)

Cause No: 13-2-00741-4

8 ADMIRAL'S COVE BEACH CLUB, a)
Washington non-profit)
9 Corporation; and JEAN SALLS,)
MARIA CHAMBERLAIN, KAREN)
10 SHAAK, ROBERT PEETZ, ELSA)
PALMER, ED DELAHANTY AND DAN)
11 JONES, individuals,)

12 Defendants.)

13 SUE CORLISS,)

14 Intervenor,)

15 vs.)

16 DUSTIN FREDERICK, ROBERT)
WILBUR, ADMIRAL'S COVE BEACH)
17 CLUB, a Washington non-profit)
corporation, and its BOARD OF)
18 DIRECTORS,)

19 Defendants.)

20 Verbatim Report of Court's Oral Ruling

21
22
23 BE IT REMEMBERED, that on Friday, March 27,
24 2015, the above-named and numbered cause came on
25 regularly for hearing before the HONORABLE ALAN R.

1 HANCOCK, sitting as judge in the above-entitled court,
2 at the Island County Courthouse, in the town of
3 Coupeville, state of Washington.

4 The plaintiffs appeared through their
5 attorney, Criston C. Skinner;

6 The defendant Admiral's Cove Beach Club
7 appeared through its attorney, Christopher J. Nye;

8 The intervenor appeared through her
9 attorney, Jay Carlson.

10 WHEREUPON, the following proceedings were
11 had, to-wit:

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 regular business meeting or at a special meeting called
2 for that purpose.

3 Special assessments proposed by the Board or
4 by members must be presented to the membership at least
5 30 days prior to a meeting called in accordance with
6 Article IV of the Bylaws and requires approval by a
7 majority vote as required by Article V, Sections 2 or 4
8 of the Bylaws.

9 The Court in no way intends to suggest that
10 it can make any changes in the Bylaws or other governing
11 documents by court order, whether expressly or
12 impliedly, or in any way override votes made by the
13 membership consistent with the governing documents of
14 the Club or override properly passed actions of the
15 Board or the membership.

16 Note that I said votes that are consistent
17 with the governing documents and properly passed
18 actions. Any such votes and actions must, as I have
19 said, be made consistent with the governing documents of
20 the Club.

21 Thus, as I have ruled, any vote by the
22 membership to decommission the pool would be invalid as
23 contrary to the governing documents of the Club unless
24 the governing documents were changed to allow this to
25 happen.

1 On the other hand, there would appear to be
2 nothing to prevent the membership from voting down any
3 motion to pass assessments to repair and refurbish the
4 pool. In that scenario, anti-pool forces might be able
5 to achieve through the back door what they cannot
6 achieve through the front door, as it were.

7 Turning to the issue of whether the
8 injunctive relief sought by the plaintiff should be
9 entered, the Court declines to enter any such injunctive
10 relief. This is because of one simple fact, the Board
11 of Directors of the Club is now controlled by pro-pool
12 directors. The Club has taken no position on the merits
13 of the legal arguments of either the plaintiff or the
14 intervenor. The Court has no reason to believe that the
15 Board will not follow the declarations made by this
16 court and take action in accordance with these
17 declarations.

18 That being the case, Mr. Wilbur has not
19 proven that he has a well-grounded fear of imminent
20 invasion of his rights by the Board. Therefore, he has
21 not met his burden of proof with regard to the
22 injunctive relief that he is seeking.

23 For much the same reason, the Court does not
24 find it appropriate to retain continuing jurisdiction
25 over this case. The Court has made its decision and

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

SUPERIOR COURT OF WASHINGTON FOR THE COUNTY OF ISLAND

ROBERT WILBUR,
Plaintiff,
vs.
ADMIRAL'S COVE BEACH CLUB, a
Washington non-profit corporation,
Defendant.

NO. 13-2-00741-4
DECLARATION OF MARILYN
SHERMAN CLAY IN SUPPORT OF
DEFENDANT ADMIRAL'S COVE
BEACH CLUB'S REPLY IN SUPPORT
OF MOTION FOR SUMMARY
JUDGMENT RE: VALIDITY OF 2013
BALLOT TO DECOMMISSION POOL

SUE CORLISS,
Intervenor,
vs.
DUSTIN FREDERICK, ROBERT WILBUR,
ADMIRAL'S COVE BEACH CLUB, a
Washington non-profit corporation, and its
BOARD OF DIRECTORS,
Respondents.

I, Marilyn Sherman Clay, declare and state as follows:

1. I am over the age of 18 and competent to testify to the matters herein.
2. I have been a real estate broker on Whidbey Island for approximately 20 years.
3. I have been personally involved in approximately 30 purchase and sale transactions of homes located in Admiral's Cove.

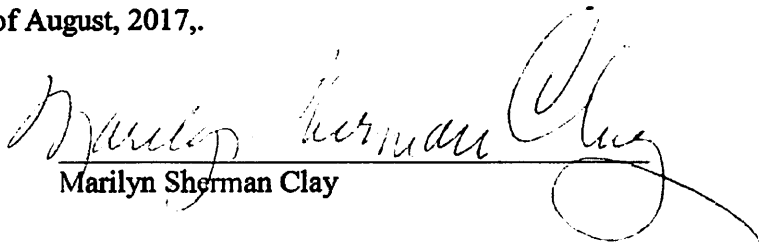
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

4. The community swimming pool located in Admiral's Cove is commonly touted as a selling point in listings and marketing materials disseminated to the public as evidenced in Exhibit A attached hereto.

5. Attached hereto as Exhibit "A" are true and correct copies of some current real estate listings for homes in Admiral's Cove in which the pool is mentioned as a selling point.

I declare, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct.

DATED this 27th day of August, 2017,.


Marilyn Sherman Clay

CLAY EXHIBIT A

W Seattle Modern View Home

3243 Belvidere Ave SW, Seattle

Number of rooms: 4BR/4BA

Lot Size: 2845 square feet

Price: \$1,200,000

<https://www.visavisrealty.com/217269868>

Welcome to your brand new luxury home with stunning 180 degree views of the Sound, Mountains and City in W Seattle's N Admiral Community. The modern design boasts 4 BR, 3.75 BA's w/ an exquisite Master BR includes a Private deck, walk-in closet, & Luxury Spa shower. A beautiful Chef's kitchen w/ island w/ pantry. Main living room has 18 foot floor to ceiling windows and a gorgeous tile fireplace. Lower level includes a large family room w/ 4th BR and 3/4 bath. And a fenced yard w/ covered patio.



Whidbey Island Beach Home

Number of rooms: 3BR/2BA

Size: 1780 square feet

Price: \$439,950

[Click for Listing Details](#)

Beautiful Admirals Cove beach house with 60 feet of private lake waterfront and gorgeous views of Puget Sound sunsets, shipping lanes and soaring eagles. This Island Time oasis has a Master bed, 2 additional bedrooms to sleep 8+, 2.75 baths, a big lake view deck with a large yard and a seating area w/ firepit. Row your boat on the private lake or take a long stroll on the beach. Plus, exclusive access to a community pool and party cabana in summer make this home a very special island find!



Madison Valley Craftsman

Number of rooms: 3BR/3BA

Size: 3410 square feet

Price: \$1,250,000

Beautifully renovated (2016) and permitted Craftsman home. Ideally perched on a fabulous street, custom paver and stone work and grand front porch lead to open-concept living. Featuring tall ceilings, banks of windows & quality finishes. Items to note include Chef's kitchen, fully finished basement with 8 ft ceilings, master suite with ensuite spa-like master bath, original fir floors, new systems and alley access. This impressive home truly embodies the finest in Seattle living.



Kirkland Luxury Home

Number of rooms: 4BR/2.5BA

Size: 1850 square feet

Price: \$668,850

A professionally remodeled home resting on a quiet cul de sac in a wonderful Kirkland neighborhood. The enhanced floor plan was designed with today's needs in mind and no surface was left untouched in this home's transformation. Designer touches include scraped hardwood floors, quartz countertops, chic tile concepts, stacked stone accents, and so much more.

Madison Valley Offering



michael.stadler.photographs

HOME SEARCH NEIGHBORHOODS MARKET TRENDS PROPERTY MANAGEMENT BLOG OFFICES/BROKERS

Log In | Register

Admirals Cove Single Family Home

102 Keystone Ave Coupeville, WA 98239

\$427,500

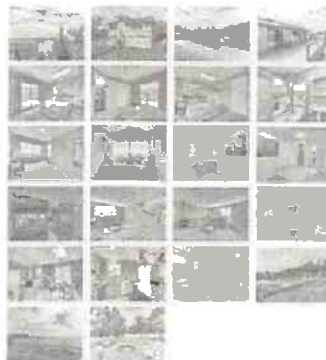
MLS# 1131950

Listing Type: New Search Save Page

Property Features: Photos Map

Active

BEDS: 3 BATHS: 1.75 SQFT: 1,780 BUILT: 1987 LOT: 0.18 acre DAYS: 92



Print Flyer

Virtual Tour

Features Community Schools Map Request Showing Contact Agent

Listing Courtesy of NWMLS / Vis A Vis Real Estate LLC

Price Reduced! Very rare Admiralty Bay beach home w/ 60 ft of a private lake waterfront and across street from Admiral's beach with gorgeous views of Puget Sound. This Island Time oasis has a Master BR + 2 add'l BR's to sleep 8+ A serene lake view facing deck w/ huge yard & family Seating Area w/ a fun Firepit. Row your boat on the private lake or take a stroll on the beach front. Plus exclusive access to the Community Pool & Beach House. Brand New Roof Installed! Perfect VRBO rental property!

Ceiling Fan(s), Double Pane Storm Windows, Dining Room, Loft, Skylights

Property Description

Deck, Gas Available, High Speed Internet, Patio, Shop

Taxes

\$2,590

Windermere Real Estate/South Whidbey
Direct: 360-331-6006
Whidbeyinfo@Windermere.com

Request Showing

Similar

Nearby

Recent Home Sales

Mortgage Calculator

Mortgage Rate Factors

List Price:	427500
Down Payment:*	20 %
Interest Rate,*	4 %
# of Years:	30
Monthly Payment	

Calculate



michael stadler photographs

HOME SEARCH NEIGHBORHOODS MARKET TRENDS PROPERTY MANAGEMENT BLOG OFFICES/BROKERS

Log In | Register

Admirals Cove Single Family Home

\$350,000

1174 Halsey Dr Coupeville, WA 98239

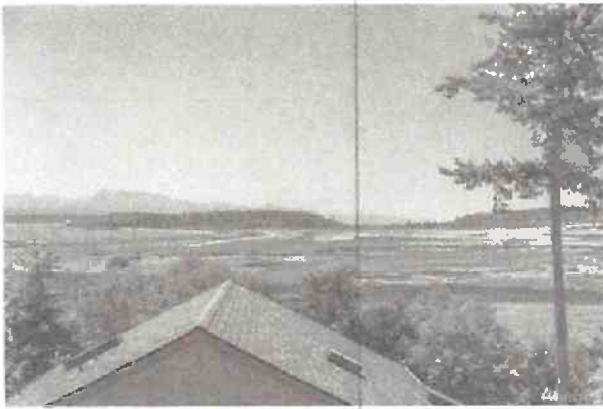
MLS# 1159214

Save Listing | Save Search | Search Again

Return to Results | Previous | Next

Active:

BEDS: 2 BATHS: 1.75 SQFT: 2,106 BUILT: 1975 LOT: 0.33 acre DAYS: 39



Jennifer Roberts

Broker REALTOR

Main: 360/969-1135

Office: 360/675-5953

Wireless: 360/969-1135

Jennroberts@windermere.com

Contact

Request Showing

Viewed

Search

Nearby

Recent Home Sales

Mortgage Calculator

Mortgage Rate Factors

List Price: 350000

Down Payment: 20 %

Interest Rate: 4 %

of Years: 30

Monthly Payment:

Calculate

Features Community Schools Map Request Showing Contact Agent

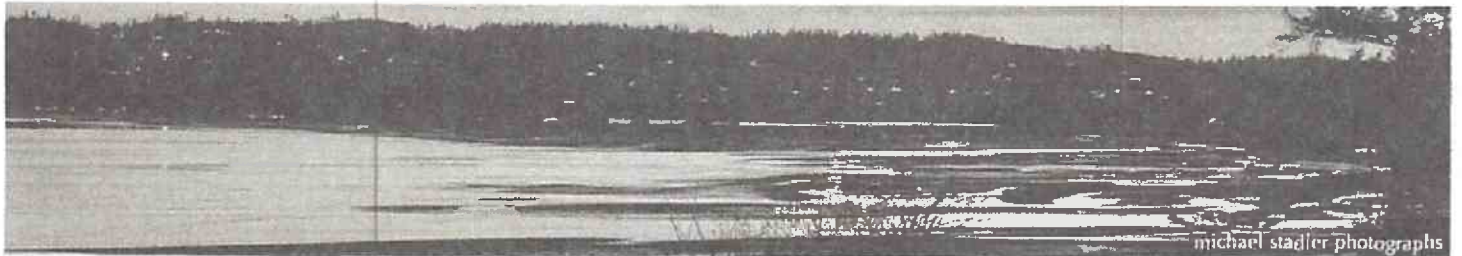
Listing Courtesy of NWMLS / Windermere Real Estate Whidbey

Enjoy the amazing views of Admiralty Inlet, Crockett Lake, and the Olympic Mountains from virtually every room in this house. Watch the ferry and cruise ships come and go. Relax on the large deck and enjoy the colorful sunsets. This 2-bedroom 1.75 bath home sits on a double lot giving you additional space, privacy, and endless joy! The open floor plan allows for lots of natural light throughout the day. And don't forget the community pool, sport/play area, & beach access.

Bath Off Master, Double Pane Storm Windows, Dining Room

Property Description

Cable TV, Deck, High Speed Internet



michael stadler photographs

HOME SEARCH NEIGHBORHOODS MARKET TRENDS PROPERTY MANAGEMENT BLOG OFFICES/BROKERS

Log In | Register

Admirals Cove Single Family Home

1256 Mitscher Dr Coupeville, WA 98239

\$319,000

MLS# 1170788

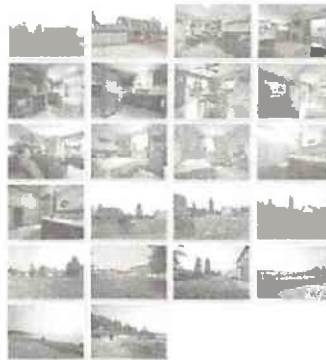
Save Listing Save Search Save Agent

Related Listings Photos New

Upcoming Open House August 25 @ 1:00pm - 3:00pm

Active

BEDS: 2 BATHS: 2.5 SQFT: 1,558 BUILT: 2004 LOT: 0.17 acre DAYS: 17



Print Flyer

Windermere Real Estate
 Windermere Real Estate/South Whidbey
 Direct: 360-331-6006
 Whidbeyinfo@windermere.com

Contact Request Showing

Home | | | |

Nearby

Recent Home Sales

Mortgage Calculator

Mortgage Rate Factors

List Price: 319000
 Down Payment: 20 %
 Interest Rate: 4 %
 # of Years: 30
 Monthly Payment: _____

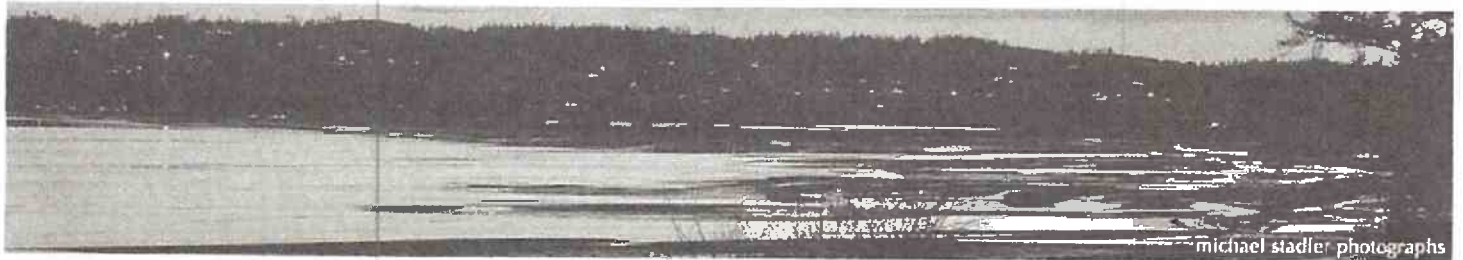
Calculate

Features Community Schools Map Request Showing Contact Agent

Listing Courtesy of MWMLS / RE MAX Gateway

Beautifully maintained home is move in ready. Recently updated bathrooms & kitchen, fresh paint & new carpet. 2 bedrooms w/ den/office/guestroom. Large master w/ private bath. Great floor plan w/ spacious kitchen/dining & open living room. Enjoy a good book in front of the fireplace on those chilling days. Large backyard w/ plenty of room for a garden. Beach access, community swimming pool & playground are just some of the great amenities this community has to offer. Lot next door included.

Wired for Generator, Bath Off Master, Ceiling Fan(s), Double Pane Storm Windows, Dining Room, Walk-in Closet



michael stadler photographs

HOME SEARCH NEIGHBORHOODS MARKET TRENDS PROPERTY MANAGEMENT BLOG OFFICES/BROKERS

Log In | Register

Admirals Cove Single Family Home

1246 Rickover Dr Coupeville, WA 98239

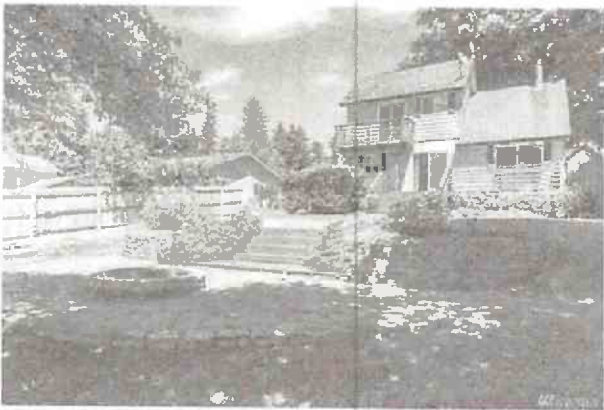
\$279,500

MLS# 1155645

Save Listing Save Search Contact Agent

Return to Results Previous Next

Active **BEDS: 2 BATHS: 1.75 SQFT: 1,420 BUILT: 2002 LOT: 0.17 acre DAYS: 51**



Andrew O'Brien Broker/REALTOR
Main: 360-672-2220
Office: 360-678-5858
Direct: 360-672-2220
AndyO@Windermere.com

Contact Request Showing

Tools: Show Close Print

Nearby

Recent Home Sales

Mortgage Calculator

Mortgage Rate Factors

List Price: 279500
Down Payment: 20 %
Interest Rate: 4 %
of Years: 30
Modify Payment

Calculate

Print Flyer

Virtual Tour

Features Community Schools Map Request Showing Contact Agent

Listing Courtesy of NWMLS / Windermere Real Estate Whidbey

Beautiful, recently remodeled 2 bedroom home with laminate flooring, upgraded kitchen appliances and front loading washer & dryer. Additional office space off master and large family room. Outside, enjoy attractive landscaping with a fire pit that is great for entertaining. Located in Admirals Cove private community with access to swimming pool & beach. Close to the Port Townsend Ferry while also able to enjoy all the amenities of historic downtown Coupeville.

Bath Off Master, Dining Room

Property Description

Cable TV, High Speed Internet, Outbuildings, Patio, Propane



michal staller photography

HOME SEARCH NEIGHBORHOODS MARKET TRENDS PROPERTY MANAGEMENT SLDG OFFICES/BROKERS Log In | Register

Coupeville Single Family Home
1241 Rickover Dr Coupeville, WA 98239

\$279,500
MLS# 1170771

Windermere Real Estate/South Whidbey
Direct: 360-331-6006
Whidbey@windermere.com

Save Listing Save Search Search Again

Showing Results Previous Next

Contact Request Showing

Upcoming Open House August 26 @ 11:00am - 1:00pm
Active BEDS: 3 BATHS: 1.75 SQFT: 1,445 BUILT: 1992 LOT: 0.25 ac DAYS: 22

Print Flyer
Virtual Tour

No Photo

Nearby
Recent Home Sales

Mortgage Calculator

Mortgage Rate Factors

List Price:	279500
Down Payment:*	20 %
Interest Rate:*	.4 %
# of Years:	30
Monthly Payment =	

Calculate

Features Community Schools Map Request Showing Contact Agent

Listing Courtesy of NWMLS / Redfin Corp

Well maintained rambler in Admiral's Cove on over sized lot. Enjoy sitting on the back deck with the fruit trees and garden area. Plenty of room for outdoor entertaining. Home has newer roof, seamless gutters and triple pane windows. Bonus room being used as a bedroom area. Close to Coupeville schools and the ferry to Port Townsend. Community club house, pool and beach access. Pick your own flooring and paint with a \$5,000 allowance.

Bath Off Master, Ceiling Fan(s), Double Pane Storm Windows, High Tech Cabling, Skylights, Walk-in Closet

Property Description Cable TV, Deck, Partially Fenced, Patio, RV Parking
Taxes \$2,051



michael stadler photographs

HOME SEARCH NEIGHBORHOODS MARKET TRENDS PROPERTY MANAGEMENT BLOG OFFICES SIGNERS

Log In | Register

Admirals Cove Single Family Home

1240 Nimitz Dr Coupeville, WA 98239

\$279,000

MLS# 1150573

Save Listing Save Search Search Agent

Return to Results Previous Next

Active **BEDS: 2 BATHS: 2.75 SQFT: 1,620 BUILT: 2003 LOT: 0.17 acre DAYS: 60**



Print Flyer

Virtual Tour

Windermere Real Estate/South Whidbey
Direct: 360-331-6006
Whidbey.oto@Windermere.com

Contact Request Showing

Twitter

Nearby

Recent Home Sales

Mortgage Calculator

Mortgage Rate Factors

List Price:	279000
Down Payment:*	20 %
Interest Rate:*	4 %
# of Years:	30
Monthly Payment:	

Calculate

Features Community Schools Map Request Showing Contact Agent

Listing Courtesy of NWMLS / Coldwell Banker Koetsje R.E.

Immaculate home in Admiral's Cove! Don't miss your chance to own this well-cared for home. Large kitchen opens up to dining area and slider to expansive back deck where you can watch the Keystone ferry come and go. Beautiful view from the master bedroom that also includes walk-in closet and 5-piece bath. At over 1600 sq ft, this home also features covered front deck, 2-car attached garage, and fully fenced backyard. The community also has beach access, clubhouse, playground & summer pool *

Bath Off Master, Dining Room, Walk-in Closet

Property Description

Cable TV, Deck, Fully Fenced, High Speed Internet

Taxes

\$2,306



michael stadler photographs

HOME SEARCH NEIGHBORHOODS MARKET TRENDS PROPERTY MANAGEMENT BLOG OFFICES/DESKERS

Log In | Register

Admirals Cove Single Family Home

1306 Halsey Coupeville, WA 98239

\$279,000

MLS# 1159123

Save Listing | Save Search | Search Agent

Results by Results | Previous | Next

Active

BEDS: 3 BATHS: 2.5 SQFT: 1,352 BUILT: 2001 LOT: 0.17 acrs DAYS: 39



Print Flyer



Irene Echenique

Sole REALTOR

Main: 425/328-0217

Office: 360/678-5858

Direct: 425/328-0217

irene@windermere.com

Contact

Request Showing

Twitter

Share

Print

Close

Nearby

Recent Home Sales

Mortgage Calculator

Mortgage Rate Factors

List Price: 279000

Down Payment: 20 %

Interest Rate: 4 %

of Years: 30

Monthly Payment: \$

Calculate

Features Community Schools Map Request Showing Contact Agent

Listing Courtesy of NWMLS / Windermere Real Estate Whidbey

Welcome home! This gem of a home was built in 2001 and has been meticulously cared for, featuring a charming front porch and backdeck, 3 bedrooms, 2.5 baths, a fully fenced in backyard w/ carefree maintenance, enough room to store your boat or RV. Lots of natural light, very efficient floor plan. Interior has been freshly painted, garage is sheetrocked & has new epoxy floor paint, all carpets cleaned...it's move-in ready! Admirals Cove community pool and clubhouse with beach access. *

Bath Off Master, Ceiling Fan(s), Double Pane Storm Windows, Dining Room, Skylights, Walk-in Closet

Property Description

Taxes

RV Parking

\$1,870



michael stadler photographs

HOME SEARCH NEIGHBORHOODS MARKET TRENDS PROPERTY MANAGEMENT BLOG OFFICES/BROKERS

Log In | Register

Admirals Cove Single Family Home

\$259,900

1226 Mitscher Dr Coupeville, WA 98239

MLS# 1164555

Save Listing Save Search Search Again

Return to Results Previous Next

Active **BEDS: 2 BATHS: 1.5 SQFT: 1,310 BUILT: 1994 LOT: 0.17 acre DAYS: 37**



Print Flyer

Windermere Real Estate
Windermere Real Estate/South Whidbey
Direct: 360-331-6006
Whidbey@Jo2Windermere.com

Contact Request Showing

Like Save Favorite

Nearby

Recent Home Sales

Mortgage Calculator

Mortgage Rate Factors

List Price:	259900
Down Payment:	20 %
Interest Rate:	4 %
# of Years:	30
Monthly Payment:	

Calculate

Features Community Schools Map Request Showing Contact Agent

Listing Courtesy of NWMLS / First Carriage House Realty

Newly updated 2 bedroom/1.2 bath rambler with bonus room located in Admiral's Cove. Tasteful upgrades include paint, carpet, vinyl, kitchen appliances, counter-tops, lighting, fixtures and hot water heater. Fully fenced private, sunny backyard, with room for a garden. Community amenities include seasonal outdoor pool, clubhouse, picnic area, kids playground and boat launch, with plenty of coastline to explore. Centrally located and minutes to 525 for an easy commute.

Ceiling Fan(s), Double Pane Storm Windows, Dining Room, Skylights

Property Description

Cable TV, Deck, Fully Fenced, Outbuildings

Taxes

\$1,717

SUPERIOR COURT OF WASHINGTON FOR THE COUNTY OF ISLAND

ROBERT WILBUR,
Plaintiffs,
vs.
ADMIRAL'S COVE BEACH CLUB, a
Washington non-profit corporation,
Defendant.

NO. 13-2-00741-4
DECLARATION OF KURT
BLANKENSHIP IN SUPPORT OF
ADMIRAL'S COVE BEACH CLUB'S
REPLY IN SUPPORT OF MOTION FOR
SUMMARY JUDGMENT RE:
VALIDITY OF 2013 BALLOT TO
DECOMMISSION POOL

SUE CORLISS,
Intervenor,
vs.
DUSTIN FREDERICK, ROBERT WILBUR,
ADMIRAL'S COVE BEACH CLUB, a
Washington non-profit corporation, and its
BOARD OF DIRECTORS,
Defendants.

I, Kurt Blankenship, declare and state as follows:

1. My name is Kurt Blankenship and I am the current President of the Board of Directors ("Board") for Admiral's Cove Beach Club ("ACBC"). I am over the age of 18 and competent to testify to the matters herein.

2. When Plaintiff originally filed this case, the seven-member ACBC Board of Directors was comprised of five "anti-pool" directors and two "pro-pool" directors. Following the entry of this Court's temporary injunction, ACBC held its 2014 annual election of board members. Four of the "anti-pool" directors were replaced with directors that openly

1 campaigned as “pro-pool” including myself. The fifth “anti-pool” director resigned and was
2 replaced by a “pro-pool” director. Every annual director election since has resulted in a
3 unanimous “pro-pool” Board.

4 3. Following the 2014 director election, and because the new Board and Plaintiff
5 were philosophically aligned with respect to the pool, the parties entered into discussions about
6 ways in which this case might be amicably resolved and put behind the club. These
7 communications are partially reflected in the emails attached to the Declaration of Jay Carlson
8 as Exhibit 4. The parties discussed the possibility of stipulating to permanent injunctive relief.
9 However, because the Board had concerns about whether such action might breach any
10 potential fiduciary duties to “anti-pool” members of the club, the Board refused to resolve the
11 case in this fashion and instead opted to act in accordance with final rulings of this Court,
12 taking no position on Plaintiff’s Motion for Summary Judgment. Despite taking no position
13 on Plaintiff’s original motion, since the 2014 director elections, the Board has always
14 collectively believed that Plaintiff’s position in this case, and this Court’s summary judgment
15 ruling, was correct. However, we acknowledge and abide by the Court of Appeals rulings that
16 under the governing documents the club has the general power to decommission the pool and
17 that the vote in 2013 to decommission the pool did not violate the October, 2012 motion passed
18 by the membership.

19 4. Since the membership approved the proposed pool repair assessment in 2016,
20 the Board has taken the position that the most recent expression of the will of the members
21 should prevail and has taken that position in this case.

22 5. Leading up to the 2016 vote, “Anti-pool” members including Sue Corliss,
23 Karen Shaak (Gary), and others campaigned vigorously against the 2016 proposed
24 assessments, including urging “no” votes on the Admiral’s Cove “Next Door” website.
25 Attached hereto as Exhibit “H” are true and correct copies of postings on this website.

1 6. “Anti-pool” members also voiced opposition to the 2016 proposed assessments
2 at club meetings.

3 7. The ACBC governing documents contain no requirements that the Board must
4 provide opposition literature when proposing a special assessment to club members. I am also
5 unaware of any legal authority that requires the Board to do so.

6 8. At the time of the 2016 vote, the Board issued ballots to every club member in
7 good standing under the Bylaws. Members not in good standing did not have the right under
8 the Bylaws to vote. The same rules applied and were followed by the Board at the time of the
9 2013 vote. Attached hereto as Exhibit “I” are true and correct copies of club meeting minutes
10 documenting the need for members to be in good standing to vote in 2013.

11 9. Before my election to the Board in 2014, as a “pro-pool” member of the club, I
12 contributed funds to Plaintiff for purposes of prosecuting this case. However, since my
13 election to the Board, I have never contributed funds to Plaintiff for this case. No active Board
14 member has contributed funds to Plaintiff that I am aware of.

15 10. Club member Dustin Frederick was an original plaintiff in this case. He was
16 elected to the Board with me in 2014. Shortly thereafter, Mr. Frederick, withdrew as a plaintiff
17 in this case and was excluded by the Board from all executive sessions regarding the pool and
18 all communications with the ACBC’s attorney. He is no longer on the Board.

19 11. At no time during the pendency of this case has club member Gwyn Staton been
20 on the ACBC Board of Directors.

21 12. The suggestion of Dewey Bennett and Maria Chamberlain in their declarations
22 in support of Intervenor’s opposition that the membership has turned against the Board and
23 against preserving the pool is false. Since the beginning of 2014, there have been 189 transfers
24 of property within Admiral’s Cove, which is approximately 32% of the total properties in the
25 Cove. Most of the new purchasers appear to be younger families with children, replacing older
members who have left for a variety of reasons including death, moving in with family

1 members or to nursing homes, and avoiding jet noise. Attached hereto as Exhibit “J” is a true
2 and correct copy of a ledger report generated from the books and records of ACBC
3 documenting these property transfers.

4 13. When members, even “anti-pool” members, do sell their homes and move
5 away, they usually tout access to the club swimming pool as a selling point. For instance,
6 attached hereto as Exhibit “K” is a true and correct copy of the property listing Maria
7 Chamberlain used when she and her husband sold their home earlier this year. Ms.
8 Chamberlain is one of the “anti-pool” members that submitted a declaration in support of
9 Intervenor’s opposition to this motion.

10 14. This Court’s ruling on Plaintiff’s Motion for Summary Judgment was not the
11 sole reason for presenting the 2016 proposed repair assessment ballot to club members as
12 Intervenor asserts. Board members have always been in regular communication with club
13 members, whether it be in club meetings or in informal discussions between neighbors and
14 have been aware of the changing demographics toward younger families with children over
15 time. The Board reasonably believed that the majority of the club membership favored
16 preserving the pool and wanted to give the members the opportunity to be heard. In addition,
17 the Board moved forward with the vote to avoid additional costly delays. The longer it would
18 take to repair the pool, the more expensive the repairs would become. The Court of Appeals
19 recognized this fact when it entered its order requiring Intervenor to post a supersedeas bond
20 to stay any pool repair efforts by the club.

21 15. At the time the 2016 ballots were issued, there were 396 members, or roughly
22 66% of the members in good standing. In May of 2016, approximately 74% of the members
23 were in good standing. By December of 2016 the percentage of members in good standing
24 increased to 86%. The Board believes this trend demonstrates that contrary to the assertions
25 of the declarations in support of Intervenor’s opposition that a growing number of members

1 have become so disillusioned with the Board and pool they have ceased paying dues, it has
2 actually gone in the opposite direction under the leadership of the “pro-pool” boards.

3 16. Some of declarations submitted by Intervenor complaint about the lack of ADA
4 compliance. As was explained in the Q & A and brochure provided to members at the time of
5 the 2016 vote, the proposed repairs that were the basis of the 2016 ballot that passed will bring
6 the club swimming pool into compliance with the ADA.

7 17. Several of the declarations in support of Intervenor’s opposition suggest it was
8 improper for the Board to proceed with the 2016 vote and that in doing so the Board obfuscated
9 facts or made misrepresentations in order to ramrod the results through. The Court of Appeals
10 noted in page 2 of its decision, the Board is “authorized to propose ‘special assessments’ for
11 unexpected costs or maintenance ‘at any time.’” The Board advised club members months in
12 advance of the Board’s intention to proceed with the 2016 vote. The club held several open
13 meetings including regular board meetings, special meetings and the club’s annual member’s
14 meeting in which the issues surrounding the proposed vote were openly discussed. Discussions
15 included a presentation by club’s pool repair consultant about the repairs and costs being
16 proposed and the reasons for them. At no time prior to the vote did any member of the club
17 try to prevent the vote from going forward by, for example, seeking an injunction or a stay.
18 Only after the results of the 2016 vote were certified and announced did Intervenor then seek
19 a stay.

20 ///

21 ///

22 ///

23 ///

24
25
DECLARATION OF KURT BLANKENSHIP IN SUPPORT OF ACBC’S REPLY ON
SUMMARY JUDGMENT – 5

068514.081211 759058.docx

REED M^cCLURE
ATTORNEYS AT LAW
FINANCIAL CENTER
1215 FOURTH AVENUE, SUITE 1700
SEATTLE, WASHINGTON 98161-1087
(206) 292-4900; FAX (206) 223-0152

1 19. Dewey Bennet's suggestion in paragraph 4.5 of his declaration in support of
2 Intervenor's opposition that the Board fraudulently misrepresented the results of the 2016 vote
3 is incorrect. The ballots for the 2016 assessment vote were tallied by ACBC's Teller
4 Committee Chair Robert Peetz. Mr. Peetz is a well-known "anti-pool" member of the club.
5 He counted the ballots and certified the vote results. This is detailed in the official minutes of
6 the ACBC Members Meeting of March 12, 2006, which was attached as Exhibit "G" to my
7 first declaration in support of ACBC's motion for summary judgment.
8

9 **I declare, under penalty of perjury under the laws of the State of Washington, that**
10 **the foregoing is true and correct.**

11 DATED this 27 day of August, 2017, at Seattle, Washington.

12
13
14 
15 _____
16 Kurt Blankenship
17
18
19
20
21
22
23
24
25

BLANKENSHIP EXHIBIT H



Search Nextdoor



Nextdoor



Karen Gary, Admiral's Cove Beach Club - 15 Jan

We are sorry that you are SAD. Are you yelling at us; maybe you are MAD, Standard Internet convention - CAPS = YELLING.

The case is not before Judge Hancock as you imply. Last I checked (this Friday) the Beach Club has not filed anything. This is a lie.

Yes, the statement that Judge Hancock has a right to make a judgement is factual. And, the Appellate Court said it was wrong and remanded it back to be corrected. The board had a right to dispose of asset 'the pool' based on the vote of the membership. That's what happened, the community voted not to fund the pool.

Nowhere in the Appellate Court ruling does it say that the vote to decommission the pool was invalid.

You obfuscate the class warfare issue fully well knowing that many members of the community cannot afford to pay and voted against the pool. The Admiral's Cove community has an overwhelming amount of retired members living on a fixed income. None will receive a bonus from the federal government to pay for your pool.

The ACBC website is always out of date and difficult to navigate. If documents are there, members of the community consistently cannot find them. The complaints are endless; not coming from me. Maybe you should ~~engage in some usability testing~~ and fix it.

I would gladly participate in helping to fund any lawsuit that puts and end to funding the pool or ending the farce of mandatory membership or fixing the toxic lake due to the improper tide gate height.

Kurt, come clean! As president of the ACBC board you owe it to the



Search Nextdoor

Nextdoor

be corrected. The board had a right to dispose of asset 'the pool' based on the vote of the membership. That's what happened, the community voted not to fund the pool.

Nowhere in the Appellate Court ruling does it say that the vote to decommission the pool was invalid.

You obfuscate the class warfare issue fully well knowing that many members of the community cannot afford to pay and voted against the pool. The Admirals Cove community has an overwhelming amount of retired members living on a fixed income. None will receive a bonus from the federal government to pay for your pool.

The ACBC website is always out of date and difficult to navigate. If documents are there, members of the community consistently cannot find them. The complaints are endless; not coming from me. Maybe you should engage in some usability testing and fix it.

I would gladly participate in helping to fund any lawsuit that puts an end to funding the pool or ending the farce of mandatory membership or fixing the toxic lake due to the improper tide gate height.

Kurt, come clean! As president of the ACBC board you owe it to the community to be honest about your position. You contributed to Bob Willbur's lawsuit to sue the community. Now you expect members to 'trust you' and vote as you say. Shouldn't you recuse yourself from any opinion about the pool? Should we consider it SAD that you brought this lawsuit?

#pantisonfire

Thank 21 times

Susan Corliss: Admirals Cove Beach Club · 15 Jan

Kurt I appreciate your post. However I wonder if you are 'reacting' in fear!



Search Keyword

not enough voters would be grounds for an injunction. Who knows?

Thank

Avery Galy, Admiral's Cove Beach Club - 9 Feb 16

A member just emailed me saying only 200 members are in good standing. I guess that's our number of potential voters.

Thank

Stacia Collins, Admiral's Cove Beach Club - 9 Feb 16

Sounds like to me 2/3rds of the potential 'membership' is dissatisfied with the leadership of ACBC and how they misuse funds or 2/3rds are not able to afford continued 'membership'.

I urge ALL the voters to vote NO to funding pool renovations. The pool is a MONEY PIT and always will be. It is clear a lot of folks don't want an alliance with ACBC. I further suggest that the BOD's pull back on sending out a ballot at all. SueC

Thank

Ed Calabry, Admiral's Cove Beach Club - 9 Feb 16

Three Hundred Ninety Six ACBC Members were in good standing as of Feb. 6. Ballots were posted to all of them today.

That's 3/4ths of members in good standing at the end of 2015.

That's 2/3rds of all members.
11% of our members have not been in good standing for a number of years.

Thank

Russell and Mary Chamberlain, Admiral's Cove Beach Club - 9 Feb 16

Ed, your numbers some how are not adding up. could you please tell us the total number of members ? Please include Active and inactive, and none perk too.



Karen Gary, Admiral's Cove Beach Club - 12 Feb 16
Couldn't agree more.

If you vote to fund the pool using this ballot there are no provisions written to indicate how money is spent.

Your money could fund 5% of a pool if you vote yes and that would suffice based on the parameters of this ballot.

The money could go into a general fund and used to pay for the board member cruise to Alaska!

Why didn't the board spend the time to get it right?

VOTE NO!

No ear marks!

Thank a Thup!

Gary & Kathy Lennan, Admiral's Cove Beach Club - 12 Feb 16

Karen: The board was very specific on the ballot with what the assessment was to pay for. However, on the ballot, they didn't say anything about using the left over money for a future building. My statements were based on Steve saying any left over money would not be returned to paying members. My feeling is that the assessment money collected should be somewhere that spending can be tracked so that members can see their money at work.
Kathy

Thank a Thup!

Karen Gary, Admiral's Cove Beach Club - 12 Feb 16

Why wouldn't they have been specific about how funds would be escrowed?
Because they want to control what the funds are used for. The ballot does not



BLANKENSHIP EXHIBIT I

Meeting Call to Order: 2:05PM

Board Member Attendees:

Jean Salls, Maria Chamberlain, Karen Shaak, Bob Peetz, Ed Delahanty, Suzy Palmer

Absent: Dan Jones

Membership: 12 attendees

Lower Byrd Road Tree Cutting and Hillside Maintenance

Resident: Gerry Woolery

Explained that he maintained the trees on his property and cut the trees to maintain his view and keep the property trim. He described that he had done this work in the past and believed he owned all of the property to the road. He had heard folks in the club were upset by the cutting and solicited input. He would like to be contacted directly if there are any issues.

President's Report

Jean Salls

A very busy month of business was reported:

- IRS – 3rd and 4th quarter of 2010 and all of 2011 payroll taxes are still an issue. The numbers paid versus owed do not equal according to the IRS. The accountant in Freeland is working directly the IRS. ACBC wants to clear the slate once and for all so we will continue to correct issues until complete.
- Pool Refurbishment Project – documents are posted on www.admiralscovebeachclub.com
 - Pool consultant report describes needs of the pool, decking, drains, etc.
 - Architect report for the pool house refurbishment is detailed as to work required to improve the building and ensure ADA compliance.
- Reserve Study
 - Still in progress – analyzes the lifespan of the property
 - Will help set expectations on what it will cost ongoing to maintain the property
 - Expected on April 25th – will be posted

Secretary's Report

Karen Shaak

Printed minutes were provided. Minutes accepted and recorded as printed.

Treasurer's Report

Maria Chamberlain

Cash Assets	
Petty Cash	50.00
Whidbey Island Bank CD	6,946.60
Whidbey Island Bank Checking	56,630.51
Whidbey Island Bank Money Market Fund	18,263.37
Total Checking/Savings	\$81,90.48

Bills were reviewed:

- Travelers insurance - bonding for crime (theft) ~\$800 for three years will be paid.
- Maria described the IRS penalties that are compounding and recommended payment.

Several residents who purchased foreclosure properties have balances owing from prior owners. ACBC will be providing these homeowners with a letter of explanation that they must pay and need to become current. Only members in good standing can vote.

- Maria will check some local banks to determine the best rates to move some money into a new money market fund ~\$25,000.00
- Labor & Industries owes us money for past over-payments ~\$1,000 will be forthcoming.
- Accounting needs to be audited prior to tax filing – estimated to cost \$3-4,000.

Committee Reports

Pool

Cathie Harrison

The committee met with the architect Stig Carlson who estimated work on the building and McKean the pool consultant. Documents are online for all members to review – www.admiralscovebeachclub.com
Building renovation is estimated to be \$350,000 (6-7 month construction phase)
Pool estimated to be \$265,000
Committee recommended to the board that the assessment to the membership be for \$650-675,000

Board will be studying the numbers provided by the consultants and determine what to send to the membership as an assessment. A ballot and information package will be sent to the membership; target is mid-May. The vote to the membership will be to keep or remove the pool; both will have costs.

Grounds

Russell Chamberlain

- Outflow pipe repair – currently covered in gravel. Permit has been filled out and needs to be filed and paid for then it can be repaired.
- Tide gate box – screen needs to be replaced to prevent folks from falling into the tide gate.
- Parking lot gravel will be ordered and graded in May.
- May work parties – likely there will have two of them May 15th (Wednesday) and May 18th (Saturday)
- Pool Propane tank – recommend that we empty it and remove the tank and be reimbursed for the gas
- Nighttime visitors – no plan yet but some considerations to curb vandalism
- Garbage cans – recommend we buy lids and mark them for glass etc to encourage folks to use them instead of littering the beach
- Keystone fir tree will be improved to look nicer

Long Range Planning

Karen Shaak

Outline of a plan has been posted on the website. This plan is intended to guide us into the future; several items are in progress.

Nominating

Bob Peetz

Nominee application form will be sent as part of the May voting package to encourage new candidates. There are four positions that are up for election.

Bylaws committee

Re-forming this committee as there are additional changes needed for the membership to vote. The officer duties will need updating to become current with the times. Several other items are recommended.

New Business

1. Legal Opinion - a number of questions were answered by the attorney. Posted on the web site.
2. Membership information packets and vote – board will be reviewing the costs to prepare information for the community.
3. Donations – may be achievable. The guesstimate is that a donation of 50-60K would be required to offset an assessment that is noticeable to members.
 - a. A suggestion was made to mothball the pool facility project in lieu of a potential failure of the vote. A member informed that the RCW states that the pool can only be covered for a year and if there is no active plan must be destroyed.

Old Business

1. Request to explore a lawn maintenance company to help maintain the property during the growing season.

General Meeting adjourned 3:23PM

Executive Session – commenced 3:25PM

- Discussed Personnel Issues

Executive Session ended – adjourned 4:25PM

Meeting Call to Order: 2:01PM

Board Member Attendees:

Jean Salls, Maria Chamberlain, Bob Peetz, Ed Delahanty, Dan Jones, Karen Shaak, Suzy Palmer

Memberships: 15 in attendance

President's Report

- Another notice from the IRS was received that called for seizure of the ACBC property for non-filing of 2010 tax reports - \$574.11 paid to IRS. A cover letter was included with the payment requesting refund once the account is settled.
- Ballot – a ballot was mailed to all members in good standing requesting a vote to refurbish or remove the pool. Package included a question and answer document, newsletter and solicitation for new board members. If members vote YES to refurbish the pool, the next ballot will include funding options.
- Bylaws committee – members have been selected. Jean requested that only those who will actually attend should agree to be on the committee. Absentee members are not productive to solving problems.

Secretary's Report

- April 13th minutes were entered into the record as printed and provided at this meeting (also available online).
- Correspondence – IRS notice received (and paid) and several members paid their 2013 dues.

Treasurer's report

Financial hand-out was reviewed

- IRS reports and payments are being sent return receipt to ensure a dated trail exists for future issues.
- Treasurer's report approved as submitted.

Committee Reports

Joint committee and pool

Dan Jones reporting on May 4th meeting

Committee discussed:

- Potential funding options for refurbishing the pool
- Minutes are extensive and available from Dan Jones and on file
- Meeting resulted in no motions or recommendations to the board

Grounds

Russell Chamberlain reporting

- Gravel will be ordered for the parking lot
- Outflow tide gate - waiting for permit
- Work groups are happening on Wednesday (5/15) and Saturday (5/18) to spruce up the grounds
- Propane tank for pool was retrieved by Amerigas. Tank was empty.

Bylaws

Jean Salls

- First meeting will be scheduled for last week of May

New Business

Ballot Status

- Ballots have been mailed
- Members have the opportunity to vote Yes or No to refurbish or remove the pool
- Deadline for the Club to receive ballots is June 28th

- Results will be announced at the membership meeting on June 29th

Membership questions/comments from members at the meeting:

- A member remarked that he was concerned that a loan would require him to pay for members that are not currently paying. This is correct, the estimates presented are based on 420 payers (should be about 605 payers). E
- Concern that the Q & A didn't include a solution for the Shelter building too
- Remarks that getting a loan would increase the actual cost of the pool due to the interest cost of the loan. An assessment would be cheaper.
- Statement that a loan could be paid for by a future owner if you sold your property so members should internalize the cost of the entire loan as their payment.
- Members asked about current outstanding receivables (money members currently owe the Club). That amount today is \$52,911
- Members asked if dues could go down if the pool is removed due to a decrease in insurance premium and property taxes. - unknown, will require research.

Board member comments about the ballot:

- Board unanimously agreed to present an up or down vote to the membership at a meeting on April 27th.
- A board member expressed concerned that she wasn't able to approve the final ballot
- A second ballot will be mailed for members to vote on funding options should members vote YES on this ballot to refurbish the pool. There will be multiple options.
- Jean Salls reviewed the Q & A sheet for members present at the meeting – each question was reviewed.
- Dan Jones described the payments based on lots and some implications of purchasing a loan
- 460 members received ballots.
- Karen will provide Dustin with labels to send members promotional information to vote for the pool refurbishment.
- Sachet Head community dues are now \$400. Their assessment is paid and dues reduced.

Proxy Voting

A document was disseminated for board members to review as a strawman for members to proxy their votes at a members meeting.

Reader Boards

Will be used to encourage members to vote

Members Forum

- A member described people burning trashing on the beach in the ACBC burn area.
- Street Lights – members are concerned about parties and darkness, no action taken
- A member requested that meetings be Sunday or another time due to ferry back-ups. No action taken

General Meeting Adjourned 3:32 PM

Executive Session

Convened 3:33 PM

- Discussion of legal matter

Meeting Adjourned 3:38 PM

BLANKENSHIP EXHIBIT J

Admirals Cove Beach Club
Item QuickReport
All Transactions

Type	Date	Num	Name	Memo	Qty	Amount
Other Charges						
Transfer Fee (Fee collected for transfer of ownership)						
Stmt Charge	01/22/2014		S8010-05-00055-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	02/25/2014		Ferguson, Daniel:S8010-06-00116-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	02/27/2014		S8010-04-00040-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	02/28/2014		D'Ryan LLC:S8010-00-06003-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/08/2014		S8010-04-00031-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/14/2014		S8010-06-00024-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/27/2014		S8010-04-00045-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/28/2014		Kirschenmann, DeLayne:S8010-05-00091-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/28/2014		S8010-05-00069-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/31/2014		S8010-00-03023-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/08/2014		S8010-06-00077-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/10/2014		S8010-06-00002-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/24/2014		S8010-05-00070-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/29/2014		S8010-05-00088-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	05/15/2014		S8010-06-00001-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	05/28/2014		S8010-08-00091-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	06/02/2014		S8010-00-04033-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	06/18/2014		S8010-06-00034-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	07/15/2014		S8010-05-00008-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	07/20/2014		S8010-00-02041-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	08/04/2014		S8010-00-01031-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	08/21/2014		S8010-04-00003-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	08/25/2014		S8010-02-02011-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	08/17/2014		S8010-00-02031-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	09/17/2014		S8010-03-00065-0	Fee Collected for Transfer of Ownership	(1.00)	(50.00)
Stmt Charge	09/24/2014		S8010-07-00032-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	09/25/2014		S8010-04-00005-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	10/15/2014		S8010-00-06005-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	10/23/2014		S8010-03-0000D-5	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	10/30/2014		S8010-06-00020-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	11/03/2014		S8010-02-03008-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	11/04/2014		S8010-07-00074-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	11/12/2014		S8010-02-03007-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	11/25/2014		S8010-00-05003-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	12/03/2014		S8010-06-00050-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	12/16/2014		S8010-07-00002-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	12/16/2014		S8010-07-00001-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	12/18/2014		S8010-03-00162-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	12/22/2014		S8010-03-00036-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	12/22/2014		S8010-05-00034-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	01/08/2015		S8010-06-00141-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	01/08/2015		Saunders, Jeremy:S8010-03-00088-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	01/21/2015		S8010-00-04028-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	01/27/2015		S8010-03-00108-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	01/28/2015		S8010-06-00140-1	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	02/11/2015		Halpin, Kathleen E:S8010-05-00036-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	02/20/2015		S8010-00-05014-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/10/2015		S8010-04-00044-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/10/2015		Halpin, Kathleen E:S8010-00-03013-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/17/2015		S8010-00-04012-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/25/2015		S8010-04-00004-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/01/2015		S8010-03-00031-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/06/2015		S8010-00-04039-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/16/2015		S8010-05-00020-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/16/2015		S8010-00-03026-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/23/2015		S8010-02-02001-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	05/04/2015		S8010-00-04004-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	05/06/2015		S8010-07-00074-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	08/12/2015		Kennedy, Solea:S8010-03-00024-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	08/12/2015		S8010-03-00025-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	08/15/2015		S8010-04-00041-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	08/22/2015		S8010-00-01035-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	07/09/2015		S8010-02-02001-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	07/14/2015		Saunders, Jeremy:S8010-03-00087-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	07/20/2015		S8010-06-00024-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	07/20/2015		S8010-03-00005-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	07/20/2015		S8010-03-00158-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	07/20/2015		McInnes, Donald D:S8010-03-00143-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	07/28/2015		S8010-06-00091-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	07/28/2015		S8010-03-00113-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	08/03/2015		S8010-00-04016-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	08/10/2015		S8010-00-02010-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	08/10/2015		S8010-06-00030-0	Fee collected for transfer of ownership	(1.00)	(50.00)

Admirals Cove Beach Club
Item QuickReport
All Transactions

Type	Date	Num	Name	Memo	Qty	Amount
Stmt Charge	08/25/2015		S8010-04-00003-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	09/08/2015		S8010-05-00026-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	09/14/2015		Richard Family Trust:S8010-00-04020-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	09/20/2015		S8010-00-03028-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	09/28/2015		S8010-07-00042-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	09/28/2015		S8010-06-00017-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	10/13/2015		Mustard, James J:S8010-03-00004-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	10/19/2015		S8010-06-00047-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	10/23/2015		S8010-02-02010-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	10/30/2015		Riepma & Mottet Construction, LLC:S8010-03-0005	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	11/18/2015		Severoux, Philippe F:S8010-00-01014-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	11/18/2015		Severoux, Philippe F:S8010-00-01047-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	11/20/2015		S8010-09-00082-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	11/24/2015		D'Ryan LLC:S8010-00-06002-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	12/18/2015		S8010-03-00067-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	12/18/2015		S8010-03-00173-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	12/28/2015		Riepma & Mottet Construction, LLC:S8010-03-0005	Xfer fee - charged to wrong account	(1.00)	0.00
Invoice	12/28/2015	5908	S8010-04-00005-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	12/29/2015		S8010-04-00015-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	01/19/2016		S8010-05-00093-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	01/28/2016		Simpson, Jeremy P:S8010-00-04008-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	02/08/2016		JAD Enterprises, LLC:S8010-03-00105-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/17/2016		Worsham, Christopher E:S8010-06-00088-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	03/19/2016		S8010-00-03007-0	VOID: Fee collected for transfer of ownership	0.00	0.00
Stmt Charge	04/13/2016		S8010-03-00045-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/14/2016		S8010-05-00075-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/15/2016		S8010-05-00078-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/19/2016		S8010-06-00027-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/22/2016		S8010-07-00002-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	04/25/2016		S8010-03-00043-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	05/03/2016		S8010-00-04032-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	05/03/2016		S8010-03-0000D-5	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	05/10/2016		S8010-03-00053-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	05/10/2016	6107	Challenger, Julius R:S8010-06-00107-1	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	05/18/2016	5901	S8010-06-00123-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	05/27/2016		Fowler, John:S8010-06-00048-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	05/31/2016		S8010-06-00069-0	VOID Xfer fee; rebill @ actual transfer	(1.00)	0.00
Stmt Charge	05/31/2016		Kennedy, Soles:S8010-03-00023-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	06/09/2016		Lindsey, Colby S:S8010-07-00019-0	Fee collected for transfer of ownership - VOID - Ref	(1.00)	0.00
Stmt Charge	06/13/2016		S8010-06-00030-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Stmt Charge	06/13/2016		S8010-05-00046-0	VOID - transfer fell through	(1.00)	0.00
Invoice	06/13/2016	5911	S8010-03-00022-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	06/13/2016	5912	Exo, James M:S8010-03-00021-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	06/20/2016	5902	S8010-06-00075-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/01/2016	5906	S8010-00-02025-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/20/2016	5907	Simpson, Jeremy P:S8010-00-04009-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/25/2016	5909	S8010-00-03024-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/28/2016	5910	Lindsey, Colby S:S8010-07-00019-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	08/16/2016	5922	S8010-05-00069-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	08/26/2016	5931	S8010-06-00007-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	08/28/2016	5939	Shannon, Cynthia J.:S8010-03-00144-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	08/29/2016	5940	Shannon, Cynthia J.:S8010-03-00157-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	09/01/2016	5941	S8010-06-00035-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	09/01/2016	5943	S8010-05-00048-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	10/03/2016	5957	S8010-05-00102-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	10/10/2016	6067	S8010-07-00080-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	10/27/2016	6081	S8010-05-00070-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	10/27/2016	6082	S8010-00-01021-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	10/27/2016	6083	S8010-06-00056-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	11/07/2016	6089	S8010-00-04038-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	11/14/2016	6090	JAD Enterprises, LLC:S8010-03-00106-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	11/18/2016	6095	S8010-02-03007-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	11/18/2016	6096	S8010-04-00020-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	11/21/2016	6098	S8010-03-00112-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	11/22/2016	6099	S8010-03-00062-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	11/23/2016	6100	Riepma & Mottet Construction, LLC:S8010-00-0303	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	11/23/2016	6101	Riepma & Mottet Construction, LLC:S8010-00-0303	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	12/19/2016	6102	S8010-00-01020-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	12/22/2016	6103	S8010-06-00006-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	01/09/2017	6104	S8010-00-03011-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	01/23/2017	6105	S8010-00-04024-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	01/28/2017	6106	S8010-06-00069-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	02/08/2017	6789	S8010-06-00004-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	02/08/2017	6800	S8010-00-01033-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	02/17/2017	6802	S8010-06-00040-0	Fee collected for transfer of ownership	(1.00)	(50.00)

**Admirals Cove Beach Club
Item QuickReport
All Transactions**

Type	Date	Num	Name	Memo	Qty	Amount
Invoice	02/17/2017	6803	S6010-02-02009-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	02/17/2017	6816	S6010-05-00020-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	02/20/2017	6801	S6010-03-00091-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	02/27/2017	6804	S6010-00-04011-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	02/27/2017	6805	S6010-03-00129-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	03/01/2017	6806	Borden, Mark:S6010-05-00107-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	03/01/2017	6808	Borden, Mark:S6010-05-00108-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	03/06/2017	6807	S6010-00-04038-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	03/15/2017	6810	S6010-07-00005-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	03/20/2017	6811	S6010-03-00125-0:S6010-03-00125-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	03/22/2017	6812	S6010-07-00051-0	Fee collected for transfer of ownership - date of sale	(1.00)	(50.00)
Invoice	03/30/2017	6813	S6010-07-00083-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	04/03/2017	6814	S6010-00-02002-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	04/03/2017	6815	S6010-06-00068-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	04/12/2017	6819	S6010-02-04003-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	04/13/2017	6820	Kennedy, Solea:S6010-03-00023-0:S6010-06-00005-	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	04/17/2017	6821	S6010-00-04010-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	04/20/2017	6822	S6010-04-00011-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	04/25/2017	6823	S6010-05-00003-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	04/25/2017	6824	S6010-02-02011-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	05/09/2017	6826	S6010-05-00098-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	05/23/2017	6828	Era, James M:S6010-03-00021-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	05/23/2017	6829	Riepma & Mottet Construction, LLC:S6010-03-00005-	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	05/25/2017	6830	S6010-07-00086-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	06/30/2017	6835	Robinet, Benjamin:S6010-03-00061-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	06/30/2017	6836	S6010-07-00042-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/06/2017	6833	S6010-06-00072-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/06/2017	6834	S6010-07-00061-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/11/2017	6837	S6010-05-00053-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/13/2017	6838	Riepma & Mottet Construction, LLC:S6010-03-00101-	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/13/2017	6839	Riepma & Mottet Construction, LLC:S6010-03-00003-	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/14/2017	6840	S6010-00-04025-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/14/2017	6841	S6010-06-00141-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/17/2017	6843	S6010-05-00008-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/24/2017	7052	S6010-04-00040-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	07/31/2017	7053	Johnstone, Marc:S6010-03-00124-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	08/09/2017	7055	S6010-00-03040-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	08/09/2017	7056	S6010-06-00128-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	08/14/2017	7058	S6010-00-03007-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	08/15/2017	6842	S6010-02-04003-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Invoice	08/18/2017	7060	S6010-00-02007-0	Fee collected for transfer of ownership	(1.00)	(50.00)
Total Transfer Fee (Fee collected for transfer of ownership)						<u>(9,200.00)</u>
Total Other Charges						<u>(9,200.00)</u>
TOTAL						<u>(9,200.00)</u>

BLANKENSHIP EXHIBIT K



\$248,000

- Sold

1322 Admirals Drive

Coupeville, WA 98239

3 bed(s) | 1.75 bath(s) | 1,337 square ft.

Mike Tenore

Windermere Real Estate Whidbey

206-255-8712

Property Information

MLS #: 1036851

Listing Price: \$264,000

Original Price: \$265,000

Status: Sold

Status Date: April 24, 2017

Bedrooms: 3

Bathrooms: 1.75

County: Island

Area: 812 - Central Whidbey

Community: Admirals Cove

CDOM: 164

DOM: 164

General Information

Property Type: Single Family

Property Sub Type: Residential

SqFt: 1,337

SqFt Source: County

Yr Built: 1992

Lot Size: 0.197 ac/8,603 sf
Lot Size Src: County
Elementary: Coupeville Elem
Jr High: Coupeville Mid
Snr High: Coupeville High
School D: Coupeville
Directions: Hwy 20 to Admirals Drive down the hill, house on the left near King Street.

Remarks

Light and Bright Comfortable, very well maintained, Rambler. Updated with bamboo floors in main living area and new carpet in bedrooms. Energy efficient, extra insulation has been added to the crawl space. New energy efficient furnace (2013), Hot water heater (2012). The large back yard provides a wonderful entertaining area with a big deck, fruit trees, blueberry and marion berry bushes. Community pool, beach access, clubhouse & playground. 2 miles to Pt. Townsend Ferry. Make an offer. *

Listing Information

TaxID: S601000020020
Ann Taxes: \$1,856
Tax Year: 2016
Zoning: City
Snr Expt: No
Form 17: Provided
Possession: Closing
Terms: Cash Out, Conventional, FHA, and VA
Auction: No
Bank/REO: No
Prlm Ttl: No
3rd Prty: None

Building/Site Information

Ttl Cvr Prk: 2
Prk Typ: Garage-Attached
Style Code: 10 - 1 Story
Project: Admirals Cove
Bld Cond: Good
Bld Info: Built On Lot
Beds Apr: 3
Basement: None
Roof: Composition
Foundation: Poured Concrete
Exterior: Wood Products
Sewer: Septic
View: Territorial
Energy Src: Electric, Propane, and Wood
Site Features: Cable TV, Deck, Fenced-Partially, and High Speed Internet
Water Heater: Propane
Topography: Level

Room Locations

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

SUPERIOR COURT OF WASHINGTON FOR THE COUNTY OF ISLAND

ROBERT WILBUR and DUSTIN
FREDERICK,

Plaintiffs,

vs.

ADMIRAL'S COVE BEACH CLUB, a
Washington non-profit corporation;

Defendant.

SUE CORLISS,

Intervenor,

vs.

DUSTIN FREDERICK, ROBERT
WILBUR, ADMIRAL'S COVE BEACH
CLUB, a Washington non-profit
corporation, and its BOARD OF
DIRECTORS,

Defendants.

NO. 13-2-00741-4
CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that August 28, 2017, copies of the following documents:

- 1. Defendant Admiral's Cove Beach Club's Reply in Support of Motion for Summary Judgement RE: Validity of 2013 Ballot to Decommission Pool:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

- 2. Declaration of Christopher J. Nye in Support of Admiral’s Cove Beach Club’s Reply in Support of Motion for Summary Judgement RE: Validity of 2013 Ballot to Decommission Pool;
- 3. Declaration of Kurt Blankenship in Support of Admiral’s Cove Beach Club’s Reply in Support of Motion for Summary Judgement RE: Validity of 2013 Ballot to Decommission Pool;
- 4. Declaration of Marilyn Sherman Clay in Support of Admiral’s Cove Beach Club’s Reply in Support of Motion for Summary Judgement RE: Validity of 2013 Ballot to Decommission Pool; and this
- 5. Certificate of Service

were served on counsel at the following addresses and by the method(s) indicated below:

Christon C. Skinner
 Law Offices of Christon C. Skinner, P.S.
 791 SE Barrington Drive
 Oak Harbor, WA 98277-3278
Atty for Plaintiffs

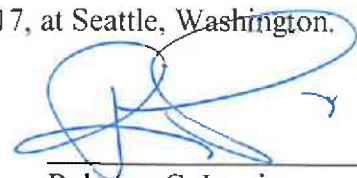
- U.S. Mail
- Fax
- Legal messenger
- Email: cbris@skinnerlaw.net

Jay Carlson
 Carlson Legal
 315 Fifth Avenue South, Suite 860
 Seattle, WA 98104
Atty for Intervenor Sue Corliss

- U.S. Mail
- Fax
- Legal messenger
- Email: jaycarlson.legal@gmail.com
joseph.martinez@cgilaw.com

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Dated this 28th day of August, 2017, at Seattle, Washington.



Rebecca C. Lewis