

No. 73725-2-I

COURT OF APPEALS  
DIVISION I  
OF THE STATE OF WASHINGTON

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SUSAN CORLISS,

Appellant,

vs.

ADMIRAL'S COVE BEACH CLUB et al,

Respondents.

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AFFIDAVIT OF EVELYN NOVAK SUPPORTING  
MOTION FOR INJUNCTION PURSUANT TO RAP 8.3

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My name is Evelyn Novak and I am over the age of 18 and make this declaration based on my own personal knowledge.

1. I currently own one lot containing a single-family home and 2 additional undeveloped lots in Admirals Cove Division 3. I purchased our properties over the years of 1978 thru 1992. I am a member in good standing of Admirals Cove Beach Club (ACBC).

2. I oppose Judge Hancock's ruling in Mr. Wilbur's Case No.: 13-2-00741-4 in SUPERIOR COURT FOR THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF ISLAND that would result in a permanent injunction requiring the operation and maintenance of the ACBC pool because: 1) it negates my ACBC vote in 2013 to decommission the pool, and 2) the significant financial burden on my family for a pool that is only available 3 months of the year, with usage by a very small number of ACBC members.

**3. Negation of My Vote to Decommission the Pool**

In May of 2013, pursuant to the ACBC Bylaws, a ballot was circulated to Club Members to determine the future of our pool. Two options were provided for Members to vote on: (1) a special assessment of \$200,000 to decommission/remove the pool, or (2) a special assessment of \$650,000 to repair the pool and bring it up to standards.

4. With their ballot, each Member also received a two-page "Frequently Asked Questions" document. This document explained in detail the various options and issues related to the pool vote. A true and correct copy

of this Frequently Asked Questions document is attached as Exhibit A to this Declaration. Among other things, this document discussed the estimates for repair or removal of the pool, the various financing options, and ADA compliance.

5. Prior to the vote, the pool issue had been debated and discussed within the Cove community for many years. Any Club Member with an interest in the pool had ample time and opportunity, before the vote, to be fully advised about every part of the pool dispute. In other words, our Members voted with their eyes wide open.

6. The result of the vote was 166 Members in favor of closing the pool, 153 in favor of an assessment to keep the pool open. So a majority of the 319 voting Members chose to close the pool. I voted with the majority to close the pool. A substantial of the funds to decommission the pool was received by ACBC prior to Mr. Wilbur's referenced Case.

7. Based on Judge Hancock's ruling that the By-Laws trump ACBC Articles of Incorporation that allow for the disposal of ACBC assets to force the community to maintain a non-sustainable pool. Based on Mr. Hancock's ruling ACBC sent out a Ballot to only repair the swimming pool and not the pool house for \$1,000 per perk lot at an approximate cost of \$600,000. The community and I voted to decommission the pool in 2013. The community had the option to restore the pool in this ballot. The current ballot does not reflect the community because nearly half the community was denied a vote because of ACBC's gerrymandering of this pool assessment vote.

## **8. Significant Financial Burden on my Family**

The ACBC intends to send out bills for \$1,000 per perk lot to pay for the restoration of the current pool based on the results of their most recent assessment ballot. The impact of this assessment based on Judge Hancock's ruling will require me to pay \$1,000 per lot for 3 lots, resulting in a cost of \$3,000. This represents an extraordinary financial burden, particularly given the significantly limited potential benefit. I am a single parent that is supporting my daughter with her schooling as part of my divorce degree. I would have difficulty meeting my legal obligation along with this assessment. It is a fact that the cost of the refurbishment of the pool for \$600,000 will not cover the cost of the required pool house. The ACBC estimate the repair the pool house will cost Approximately \$450,000. Thus, the final costs for refurbishing the pool and pool house will result in further additional assessments of approximately \$1,000,000. If Mr. Hancock's Judgment stands in Appeal, it's my understanding that I will have no choice but to pay whatever costs are incurred to refurbish and operate the pool in perpetuity. This could result in my inability to stay in this community and retain my family home of 36 years including our two additional lots.

9. I respectfully request that the Applet Court 1) issue a Temporary Restraining Order to prevent the ACBC from issuing a bill for the \$1,000 pool assessment until there is a ruling on Ms. Cordless appeal, and 2) rule that my vote of 2013 to decommission the pool be reinstated.

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

Done on this (day) 19 day of (month) March, 2016, at (city) Coupeville, Washington

Evelyn D Novak  
Print Name

A handwritten signature in black ink that reads "Evelyn D Novak". The signature is written in a cursive style with a large, prominent "E" and "N".

Signature