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5 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
6 **IN AND FOR THE COUNTY OF ISLAND**

7
8 **BOB WILBUR, ET AL,**

NO 13-2-00741-4

9
10 **Plaintiffs,**

**DECLARATION OF ROBERT
WILBUR IN SUPPORT OF MOTION
FOR CONTEMPT**

11 **v.**

12
13 **JEAN SALLS, KAREN SCHAAK,**
14 **DANIEL JONES, ROBERT PEETZ,**
15 **MARIA CHAMBERLAIN, AND**
16 **ADMIRALS COVE BEACH CLUB, INC.,**
17 **A WASHINGTON CORPORATION.**

18 **Defendants.**

19
20 Robert Wilbur declares as follows:

- 21 1. I am over the age of eighteen years and competent to be a witness. This
22 declaration is submitted in support of my request for the entry of an order holding
23 the Defendant Board of Directors and Admiral's Cove Beach Club, Inc. in
24 contempt of court for violating the terms of the temporary restraining order
25 previously entered in this case. The information contained in this declaration is
26 based on my personal knowledge of the facts.
27
28 2. I am a member of Admiral's Cove Beach Club and one of the Plaintiffs in this
29 case.
30
31 3. The Admirals Cove Beach Club Bylaws, Article IV, Section 1 state:
32 *"Meetings [i.e., "the annual meeting"] of the members shall be held at least
once a year [Note: not once a calendar year] at such place....[T]he regular
Annual Meeting of the members shall be held on the Fourth Saturday in
October...."*

1
2 The last annual member meeting was on October 27, 2012. No meeting was held
3 on October of 2013 and no action formally taken by the membership to approve a
4 change to the bylaws on this subject. The defendant board of directors appears
5 to be deliberately avoiding the scheduling and conduct of an annual meeting
6 despite the court's express order to the contrary.
7

- 8
9 4. The September 11, 2103 Temporary Restraining Order entered by this Court
10 states in part as follows:

11 *Defendants, and each of them individually and collectively as a board of*
12 *directors... are hereby temporarily restrained and enjoined...*

13 * * *
14 *4. From taking any action at or before the regularly scheduled 2013*
15 *annual meeting of the members of Admiral's Cove Beach Club, directly*
16 *or indirectly which attempts to or actually does:*

17 *4.1 deny or refuse to accept a nomination for Director of the ACBC*
18 *Board of Directors, of any member of the corporation who is in good*
19 *standing as defined by the Bylaws of the Admiral's Cove Beach*
20 *Club;*

21 *4.2 prevent a member of the corporation in good standing from*
22 *running for election to the ACBC Board of Directors at any meeting*
23 *of the membership held for such purpose unless the person is*
24 *expressly precluded from doing so by the terms of the corporation's*
25 *bylaws.*

(Emphasis added.)

26 The Order was served on the Board on September 11, 2013, prior to the
27 regularly scheduled Board meeting on September 14, 2013.

- 28 5. ACBC's bylaws require an advance, 50-day notice by mail of the annual
29 meetings when prepaid ballots are included (per Washington statute). As of
30 November 18, 2013, the notice of annual meeting and the ballots still have not
31 been sent out to the members as they should have been and the annual
32 meeting was not held on the 4th Saturday of October (i.e., October 26, 2013),
which is, per the bylaws, the regularly scheduled annual member meeting. The

1 purpose of the annual meeting is to announce the Board of Directors election
2 results and to induct the new Board of Directors, and for the members to
3 conduct any new business they wish or that which has been placed on the
4 agenda for the meeting.

5 6. Contrary to the language of the court's Temporary Restraining Order, the Board
6 announced to ACBC members by postcard postmarked October 17, 2013, that it
7 would not hold the annual meeting until the "restraining order is lifted". A true and
8 correct copy of that postcard is attached as Exhibit A. This notice disregards this
9 Court's restraining Order, which provides that the annual election process (and
10 hence the annual member meeting required by the Bylaws) must NOT be
11 interfered with.
12

13 7. Paragraph 4 of the Temporary Restraining Order was requested by Plaintiffs to
14 ensure that the procedure for the election of new directors would follow the
15 Bylaws explicitly and ensure that the current Board did not interfere with the
16 election and seating of new directors on October 26, 2013. Yet, the defendants
17 decided to ignore that directive and delay the annual meeting without cause. It
18 appears that the Board has deliberately attempted to prevent the annual
19 meeting from occurring even though the Bylaws expressly require that it occur
20 at a certain time each year and despite the court's clear prohibition against
21 interference with the process of electing new directors. While the Speaker of
22 the House of Representative might employ this tactic to prevent a vote on
23 federal budget, it is not a valid strategy for the defendant directors to use to
24 preclude a vote on the composition of the new Board of Directors.
25
26

27 8. More than half (4 of 7) the Board seats were to be decided in this election. The
28 new Board will likely bring a fresh perspective on options to maintain our
29 investment and our community asset (the pool and related facilities), which is why
30 the Order stipulates that the board elections at the annual meeting proceed
31 unhampered without interference and game-playing by the current Board.
32

- a. The Temporary Restraining Order further provides that the Board is enjoined from:
"2. imposing or levying a special assessment of any type against each lot

1 *or any individual lot within the plat of Admiral's Cove, the purpose of*
2 *which is to pay for any part of the costs of decommissioning, filling,*
3 *damaging, inactivating, covering, demolishing or in any manner grading,*
4 *removing, destroying or otherwise rendering unusable, the swimming*
5 *pool and related facilities owned by the Admiral's Cove Beach Club."*

6 9. The Board sent out the swimming pool special assessment by notice that was
7 dated August 1, 2013. According to the Bylaws, the due date for payment of the
8 assessment, per the notice, was August 31, 2013. This timing would have
9 complied with the bylaws which require a 30-day period to pay assessments
10 from the day of mailing Specifically,

11 *"...each member with respect to the land or interests therein to which his*
12 *membership is appurtenant, shall pay the amount of such dues and/ or*
13 *special assessments against the same, to the Club offices, within thirty*
14 *(30) days after the mailing of the notice of such dues and/or special*
15 *assessments to the member."(Article XIV, Section 3).*

16 10. There was one problem. The postmarks on the special assessment notices all
17 revealed that the notice was actually mailed on August 14, 2013 not August 1.
18 At that time (mid-August), the Board members became aware that a lawsuit
19 was likely coming, so they wanted to get the money collected and the
20 demolition started as soon as possible (i.e., before the forthcoming litigation
21 prevented them from doing so, knowing that if half the building was destroyed,
22 as planned, saving the pool would become unaffordable). It appears that certain
23 board members back-dated the invoice to August 1 to make it appear they were
24 complying with the 30 day requirement of the bylaws. When this problem was
25 brought to the attention of the Board, they had to relent and agreed to a due
26 date of September 13, 2013.

27 11. Based on the above, the special assessment payments were not actually due
28 from members until September 13, 2013. The Restraining Order was entered
29 September 11, 2013, so the board's effort to impose and enforce this special
30 assessment was stayed by the entry of that order. No member in "good
31 standing on September 11, 2013 can be considered a member "not in good
32 standing" for failure to pay the contested assessment.

1
2 12. The clear intent of the Temporary Restraining Order was to prevent the
3 Board/Defendants from attempting to characterize those ACBC members who
4 opposed the assessment imposed for the purpose of demolishing the pool, as
5 members "not in good standing." By taking this tack, the Board attempts to
6 avoid a situation where the pool proponents can both vote for new Board
7 positions and run for a position on the Board. The majority of the board is now
8 improperly trying to enforce payment of the special assessment with the threat
9 that a person not in "good standing" will be unable to run for office or vote. This
10 has been the case even though the special assessment payment approved by
11 the board and based on the questionable member vote was not due before the
12 TRO was entered.
13
14

15
16 13. On October 20, 2013, Dan Jones, a defendant Director, published the following
17 misleading statement on the Cove's blog site (NextDoor) reaching over 200
18 residences:

- 19 a. *Most of the members of Admirals Cove Beach Club have paid their dues and*
20 *assessments.*
21 *Operation of the Club facilities are still subject to the By-laws and the Standing*
22 *Rules of the Club. Anyone who is delinquent in paying ACBC™ dues and*
23 *a[s]sessments is not in good standing and therefore not entitled to use Club*
24 *facilities. Any past due amounts may be mailed to: Admiral's Cove Beach Club, PO*
25 *Box 366, Coupeville, WA 98239-0366*

26 This quote specifically refers to the special assessment referred to above.

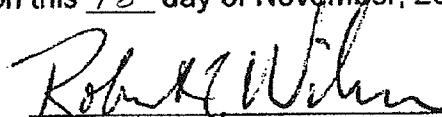
27 14. In so doing the Board, or a majority of them, have chosen to disregard the
28 obvious intent of the Order and has instead informed members that they must
29 pay the assessment to be in good standing and in order to retain voting rights
30 for the new board members.
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The court should find the defendant board members and defendant ACBC, Inc. in contempt, order it to cease and desist its violation of the court's order as noted above and pay the Plaintiffs' attorney's fees in an amount of not less than \$2500.00.

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

Dated at _____, Washington this 18 day of November, 2013.



Robert "Bob" Wilbur

Beach Club News

Due to a legal action filed against ACBC, the Club was advised to reschedule the Annual meeting until such time as the temporary restraining order is lifted by the court.

A ballot, newsletter and budget will be mailed as soon as the Court reaches a decision.

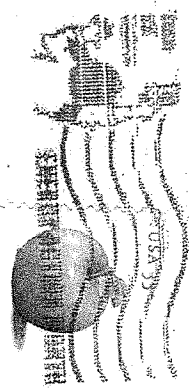
The meeting date will be included in the annual mailing.

Statements and motions filed against ACBC by Dustin Frederick, Bob Wilbur and Gwynn Station can be acquired from Island County - Superior Court of Washington

Admin's Cove Beach Club

P.O. Box 396

72306



Gwynn Station
7506 34th Ave NW
Seattle, WA 98117

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IN AND FOR THE COUNTY OF ISLAND

ROBERT WILBUR and DUSTIN
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vs.

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NO. 13-2-00741-4

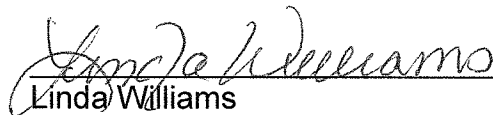
GR 17 DECLARATION

UNDER PENALTY OF PERJURY AND PURSUANT TO THE LAWS OF THE STATE OF WASHINGTON, I CERTIFY THE FOLLOWING TO BE TRUE AND CORRECT:

I, Linda Williams, am assistant to Christon C. Skinner who is the attorney of record for the plaintiffs herein. I received a document entitled Declaration of Robert Wilbur in support of motion for contempt from Robert Wilbur by facsimile.

I further declare that prior to signing this affidavit, I did examine the document, determined that it consisted of six pages and that the document was complete and legible.

DATED this 18th day of September, 2013, at Oak Harbor, Washington.


Linda Williams