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Clerk of the Circuit Court
Montgomery County, Md.

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

PATRICK MATTHEWS BOGART
and BENJAMIN KURTZ,

Plaintiffs,

vs.

CARDEROCK SPRINGS CITIZENS
ASSOCIATION, INC.,

Defendant.

Civil Case No. 273518-V

ANSWER

Carderock Springs Citizens Association, Inc., by its undersigned attorney, says in answer to the Complaint:

I.

The Complaint, and specifically Counts 1, 2, and 3 of the Complaint, fails to state a claim upon which relief can be granted.

II.

In answer to this specific allegations of the Complaint:

1. Defendant admits the allegations of Paragraph 1;
2. Defendant admits the allegations of Paragraph 2;
3. Defendant admits the allegations of Paragraph 3;
4. Defendant admits the allegations of Paragraph 4;
5. Defendant admits the allegations of Paragraph 5;

6. Defendant admits that Plaintiffs are homeowners within the subdivision of Carderock Springs, that they had the intention of putting additions on their home, and that they are subject to the covenants applicable to Carderock Springs subdivision (recorded at Liber 3476, folio 473 among the Land Records of Montgomery County, Maryland). Defendant denies that Plaintiffs are dues paying members of the Defendant Association.
7. Defendant admits the allegations of Paragraph 7;
8. Defendant admits the allegations of Paragraph 8;
9. Defendant admits the allegations of Paragraph 9;
10. Defendant admits the allegations of Paragraph 10;
11. Defendant admits that Douglas Soelin is a member of the Architectural Review Committee. Defendant denies that Douglas Soelin is a member of the Board of Directors of Defendant Association. Defendant denies that Mr. Soelin has a conflict of interest regarding this matter.
12. Defendant admits that Malcolm Stevenson is a member of the Board of Directors of Defendant Association. Defendant denies that Mr. Stevenson is a member of the Architectural Review Committee. Defendant denies that Mr. Stevenson has a conflict of interest. Further answering, Defendant states that any work done by Malcolm Stevenson on his home was not subject to the covenants pertinent to this case.
13. The answers to Paragraphs 1 through 12 are incorporated and presented in answer to Paragraph 13 of the Complaint;

14. Defendant admits the allegations of Paragraph 14;
15. Defendant denies the allegations of Paragraph 15;
16. Defendant denies the allegations of Paragraph 16;
17. Defendant admits the allegations of Paragraph 17;
18. Defendant admits that there is a controversy between the parties.

However, the controversy is not justiciable or ripe at this time because Plaintiffs have failed to exhaust the remedies available to them under the governing documents of Defendant Association.

19. Defendant admits the allegations of Paragraph 19;
20. Defendant is not able to admit or deny that a declaratory judgment by this court will terminate the controversy between the parties and therefore the allegations of Paragraph 20 are denied;
21. The answers to Paragraph 1 through 20 are incorporated and presented in answers to Paragraph 21 of the Complaint;
22. Defendant denies that there is a written agreement between Plaintiffs and Defendant for the purchase of a home in Defendant's community.
Defendant admits that by purchasing a home in Defendant's community the Plaintiffs agreed to abide by the conditions, covenants, restrictions and easements affecting their property;
23. Defendant denies the allegations in Paragraph 23;
24. Defendant denies the allegations in Paragraph 24;

25. The answers to Paragraph 1 through 24 are incorporated and presented in answer to Paragraph 25 of the Complaint;
26. Defendant denies the allegations in Paragraph 26;
27. Defendant denies the allegations in Paragraph 27.

III.

Further answering, Defendant generally denies liability for any damages to Plaintiffs.

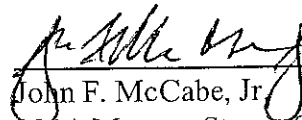
IV.

Further answering, Defendant alleges:

1. Plaintiffs have failed to avail themselves of all of the remedies provided for in the governing documents of Defendant.
2. Upon information and belief, Defendant alleges that Plaintiffs have not submitted to Defendant the actual current plans and specifications that identify Plaintiffs' proposed addition.

WHEREFORE, Defendant prays that the Complaint be dismissed with costs.

Respectfully submitted,

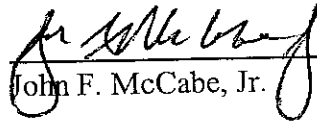


John F. McCabe, Jr.
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Rockville, MD 20850
301-279-9500

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of October, 2006, a copy of the foregoing "Answers" was mailed via first-class mail, postage prepaid, to:

Samuel D. Williamowsky, Esq.
VanGrack, Axelson, Williamowsky
Bender & Fishman, P.C.
401 North Washington Street, Suite 550
Rockville, MD 20850



John F. McCabe, Jr.