

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

PATRICK MATTHEWS BOGART
and BENJAMIN KURTZ,

Plaintiffs,

vs.

Civil Case No. 273518-V

CARDEROCK SPRINGS CITIZENS
ASSOCIATION, INC.,

Defendant.

NOTICE REGARDING DISCOVERY

I HEREBY CERTIFY that on the 6th day of December, 2006, a copy of Request for

Admission of Facts and Genuineness of Documents was served upon

Patrick Matthews Bogart
Benjamin Kurtz
c/o Samuel D. Williamowsky, Esq.
VanGrack, Axelson, Williamowsky,
Bender & Fishman, P.C.
401 North Washington Street, Suite 550
Rockville, MD 20850

by hand delivery together with a copy of this notice. The original document shall remain in my
file on this matter until the conclusion of this case and the time for noting any appeal has expired.

Respectfully submitted,



John F. McCabe, Jr.
200A Monroe Street, Suite 300
Rockville, Maryland 20850
(301)279-9500

RECEIVED

DEC 06 2006

Clerk of the Circuit Court
Montgomery County, Md.

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

PATRICK MATTHEWS BOGART
and BENJAMIN KURTZ,

Plaintiffs,

vs.

Civil Case No. 273518-V

CARDEROCK SPRINGS CITIZENS
ASSOCIATION, INC.,

Defendant.

**REQUEST FOR ADMISSION OF FACTS AND GENUINENESS
OF DOCUMENTS**

TO: Patrick Matthews Bogart
Benjamin Kurtz
c/o Samuel D. Williamowsky, Esq.
VanGrack, Axelson, Williamowsky,
Bender & Fishman, P.C.
401 North Washington Street, Suite 550
Rockville, MD 20850

FROM: Carderock Springs Citizens Association, Inc.
c/o John F. McCabe, Jr.
200A Monroe Street, Suite 300
Rockville, MD 20850

FACTS

Carderock Springs Citizens Association, Inc., by its undersigned attorney, pursuant to Rule 2-424 requests the Defendants Patrick Matthews Bogart and Benjamin Kurtz to admit that:

1. Defendants Patrick Matthews Bogart and Benjamin Kurtz are the record owners of 8209 Stone Trail Drive, Bethesda, Maryland 20817, Lot numbered Nineteen (19) in

EN, WALSH, TECLER
& MCCABE, LLP
ATTORNEYS AT LAW
200A MONROE STREET
SUITE 300
VILL, MARYLAND 20850

Block lettered N - B, in the subdivision known as "Plat Twenty-Four, Carderock Springs", as per plat recorded in Plat Book 79 at Plat No. 8073 among the Land Records of Montgomery County, Maryland, pursuant to a Deed recorded at Liber 31354, folio 180 among the Land Records of Montgomery County, Maryland. A copy of their Deed is attached as Exhibit 1.

2. On November 2, 2006 the Plaintiffs obtained a permit, Permit/License No. 412040, to construct an addition to their single family dwelling at 8209 Stone Trail Drive from Montgomery County, Maryland.

3. There is a declaration of covenants recorded at Liber 3486, folio 473 among the Land Records of Montgomery County, Maryland, a copy of which is attached as Exhibit 2 and incorporated herein.

4. Article II of the covenants referenced in Paragraph 3 above states in part:

"The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, easements, liens and charges set forth in the various clauses and subdivisions of this Declaration is located in the County of Montgomery, State of Maryland, and is more particularly described as follows, to wit:

Lots 10 to 25 inclusive, Block NB; Lots 1 to 28 inclusive, Block P; Lots 1 to 8 inclusive, Block R; and Lots 27 to 52 inclusive, Block R; Carderock Springs, Montgomery County, Maryland."

5. Defendant Carderock Springs Citizens Association, Inc. has succeeded to the authority of Edmund J. Benett Association, Inc. to, among other things, enforce Article VI of the covenants attached hereto as Exhibit 2. A copy of the Articles of Incorporation of Carderock Springs Citizens Association, Inc. is attached hereto as Exhibit 3. Carderock Springs Citizens Association, Inc. is a Maryland Corporation.

6. In the Spring of 2006 Plaintiffs submitted plans to the Architectural Review Committee of Carderock Springs Citizens Association, Inc. for their proposed addition. Pursuant to a letter dated May 21, 2006, the Architectural Review Committee denied those plans. The May 21, 2006 letter is attached hereto as Exhibit 4.

7. The plans for an addition to their property for which the Plaintiffs obtained a building permit on November 2, 2006 are not the same plans that Plaintiffs submitted to the Architectural Review Committee in the Spring of 2006 that are the basis of the May 21, 2006 letter.

8. Plaintiffs have never submitted for review to the Architectural Review Committee the plans for which they obtained a building permit on November 2, 2006.

9. As homeowners within the subdivision of Carderock Springs Plaintiffs are required to submit their planned property improvements to the Architectural Review Committee before beginning construction (See Complaint, Paragraph 7).

10. When Plaintiffs bought their home in Carderock Springs they agreed to abide by the conditions, covenants, restrictions and easements affecting their property (See Complaint, Paragraph 22).

11. The covenants described in Exhibit 2 hereto do not deprive the Plaintiffs of all reasonable use of their property.

12. The covenants described in Exhibit 2 hereto do not create a considerable decrease in the value of Plaintiffs' property.

13. There is no single addition to any one of the 404 homes in Carderock Springs subject to the covenants enforced by Carderock Springs Citizens Association, Inc. that is identical to the addition Plaintiffs propose to construct pursuant to the plans for which they

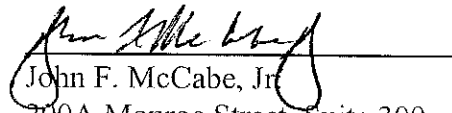
obtained a building permit on November 2, 2006.

DOCUMENTS

Carderock Springs Citizens Association, Inc., by its undesignated attorney, pursuant to Rule 2-424 requests the Defendants Patrick Matthews Bogart and Benjamin Kurtz to admit that:

1. The Deed attached as Exhibit 1 hereto is an accurate copy of a genuine document recorded among the Land Records of Montgomery County, Maryland.
2. The covenants attached as Exhibit 2 hereto is an accurate copy of a genuine document recorded among the Land Records of Montgomery County, Maryland.
3. The Articles of Incorporation of Carderock Springs Citizens Association, Inc. attached hereto as Exhibit 3 is an accurate copy of a genuine document recorded at the Maryland Department of Assessments and Taxation.
4. The letter dated May 21, 2006 Exhibit 4 hereto is an accurate copy of a genuine letter sent from the Defendant's Architectural Review Committee to the Plaintiffs.

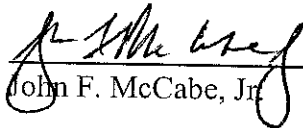
Respectfully submitted,


John F. McCabe, Jr.
200A Monroe Street, Suite 300
Rockville, Maryland 20850
(301)279-9500

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of December, 2006, a copy of the foregoing "Request for Admission of Facts and Genuineness of Documents" was hand-delivered, to:

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



John F. McCabe, Jr.

Purchase Money Deed
CAP Title, LLC
File No. 200509-57

This Deed, MADE THIS 30th day of September, 2005, by and between Rustin Levy and Leslie Levy, Husband and Wife, party(ies) of the first part, Grantor(s); and Patrick Matthews Bogart and Benjamin Kurtz, Tenants in Common, party(ies) of the second part, Grantee(s).

Witnesseth

That for and in consideration of the sum of **Seven Hundred Seventy Eight Thousand and 00/100 (\$778,000.00)**, which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said **Patrick Matthews Bogart and Benjamin Kurtz, Tenants in Common**, their assigns, the survivor of them and the survivor's personal representatives and assigns in fee simple, all that lot of ground situate in **Montgomery, Maryland** and described as follows, that is to say:

Lot numbered Nineteen (19) in Block lettered N-B, in the subdivision known as "PLAT TWENTY-FOUR, CARDEROCK SPRINGS", as per plat recorded in Plat Book 79 at Plat Plat No. 8073 among the Land Records of Montgomery County, Maryland.

→ Tax ID: 10-8-874547

Address: 8209 Stone Trail Drive, Bethesda, Md. 20817

Being the same property described in Liber 18632, folio 303.

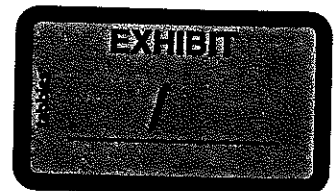
Together with the buildings and improvements thereon erected, made ~~to be~~ being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

IMP FD SURE	20.00
RECORDING FEE	20.00
IR TAX STATE	3,890.00
TOTAL	3,930.00
RECORDED	\$ 65672
INDEXED	\$ 870
Dec 01, 2005	83:35 PM

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said **Patrick Matthews Bogart and Benjamin Kurtz, Tenants in Common**, their assigns, the survivor of them and the survivor's personal representatives and assigns of the survivor, in fee simple.

And the said party of the first part hereby covenants that he/she/they have/have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he/she/they will warrant specially the property hereby granted; and that he/she/they will execute such further assurances of the same as may be requisite.

MONTGOMERY COUNTY
CLERK'S OFFICE
FILED



RESIDENCE STATUS AFFIDAVIT

Name of transferor: Rustin Levy and Leslie Levy
Property address: 8209 Stone Trail Drive
Bethesda, Maryland 20817

Tax I.D. No.

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. This "Code" does not apply to the transferor because:

Reason for Exemption:

- I/we, Transferor(s), am/are a resident of the State of Maryland.
Transferor is a resident entity under § 10-912(A)(4) of the Tax-General Article of the Annotated Code of Maryland, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf
Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC §121.

Under penalty of perjury, I/we certified that I/we have examined this declaration and that, to the best of my/our knowledge, it is true, correct and complete.

Witness

Rustin Levy (signature)

Witness

Leslie Levy (signature)

STATE OF MARYLAND

ss: to Wit

COUNTY OF Montgomery

On this 30th day of September, 2005, before me, a Notary Public of the State of Maryland and for the County of Montgomery aforesaid, personally appeared:

Rustin Levy and Leslie Levy

Known to me to be, or satisfactorily proven to be the persons whose names are subscribers to the within Affidavit, and who acknowledge that they executed the same for the purposes therein Contained.



Michael Kneisley (signature)
Notary Public, CAP Title, LLC

My Commission Expires: 1/19



State of Maryland Land Instrument Intake Sheet **313541**

County: **Montgomery**
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.

Certified By: **[Signature]**
 (Chaudary Sunita)
 Approved on: **November 28 2005**

(Type or Print in Black Ink Only - All Copies Must Be Legible)

1. Type(s) of Instruments	() Check Box if Addendum Intake Form is Attached						
	<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input checked="" type="checkbox"/> Other Deed of Trust	<input type="checkbox"/> No Consideration Deed			
2. Conveyance Type	<input checked="" type="checkbox"/> Improved Sale Arms-Length[1]	<input type="checkbox"/> Unimproved Sale Arms-Length[2]	<input type="checkbox"/> Multiple Accounts Arms-Length[3]	<input type="checkbox"/> Not an Arms Arms-Length[9]			
	<input type="checkbox"/> Refinance DOT with Two/Former Spouses to One Spouse Transfer	<input type="checkbox"/> Refinance DOT with One Spouse to Both Spouses Transfer	<input type="checkbox"/> Improved Residential	<input type="checkbox"/> Refinance			
3. Tax Exemption (if Applicable) Cite or Explain Authority	Recordation	N.A					
	State Transfer	N.A					
	County Transfer	N.A					
4. Consideration and Tax Calculation	Consideration Amount:		Finance Office Use Only				
	Purchase Price/Consideration	\$778,000.00	Transfer Tax Consideration	\$778,000.00			
	Any New Mortgage	\$714,204.00	X(1.00)%	\$7,780.00			
	Balance of Existing Mortgage	\$0.00	Less Exemption Amount	\$0.00			
	Other 1	\$0.00	Total Transfer Tax	\$7,780.00			
	Other 2	\$0.00	Recordation Tax Consideration X(3.45) per \$500	\$728,000.00 \$5,023.20			
	Full Cash Value	\$778,000.00	TOTAL DUE	\$12,803.20			
5. Fees	Amount of Fees		Doc.1	Doc.2			
	Recording Charge	\$20.00	\$40.00	Agent			
	Surcharge	\$20.00	\$40.00	Tax Bill Pd.1/2			
	State Recordation Tax	\$5,133.60	\$0.00	C.B. Credit			
	State Transfer Tax	\$3,987.80	\$0.00	Ag. Tax/Other.			
	County Transfer Tax	\$7,935.60	\$0.00				
	Other 1	\$0.00	\$0.00				
Other 2	\$0.00	\$0.00					
6. Description of Property SDAT requires submission of all application information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i)	Distric	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG	
	10	00874547				() (5)	
	Subdivision Name	Lot (3a)	Block (3b)	Sec/AR (3c)	Plat Ref.	SqFt/Acreage(4)	
	008-CARDEROCK SPRINGS	19	NB			15,971	
	Location/Address of Property being Conveyed(2)						
	8209 STONE TRAIL DR, BETHESDA, MD20817-4555						
	Other Property Identifiers (if applicable)			Water Meter Account Number			
	Residential [X]	Non-Residential []	Fee Simple [X]	Ground Rent []	Amount \$0.00		
	Partial Conveyance ? [] Yes [X] No		Discription/Amount of SqFt/Acreage Transferred:				
	If Partial Conveyance, List Improvements Conveyed:						
7. Transferred From	Doc.1 - Grantor(s) Name(s)			Doc.2 - Grantor(s) Name(s)			
	Rustin Levy			Patrick Matthews Bogart			
	Doc.1-Owner(s) of Record, if Different from Grantor(s)			Doc.2-Owner(s) of Record, if Different from Grantor(s)			
8. Transferred To	Leslie Levy			Benjamin Kurtz			
	Doc.1 - Grantee(s) Name(s)			Doc.2 - Grantee(s) Name(s)			
	Patrick Matthews Bogart and Benjamin Kurtz			Lehman Brothers Bank			
New Owner's (Grantee) Mailing Address							
8209 STONE TRAIL DR, BETHESDA, MD20817-4555							
9. Other Names to be Indexed	Doc.1 - Additional Names to be Indexed (Optional)			Doc.2 - Additional Names to be Indexed (Optional)			
10. Contact/Mail Information	Instrument Submitted By or Contact Person						
	Name : Donovan, Annette			[X] Return to Contact Person			
	Firm : CAP Title & Escrow, LLC			[] Hold For Pickup			
Address : 401 North Washington St Suite 525 Rockville, MD - 20850			[] Return Address Provided				
Telephone : 301-838-0500							

31354

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IMPORTANT: both the Original Deed and a Photocopy must accompany each transfer

11. Assessment information	Will the property being conveyed be the grantee's/grantor's (for Deed of Trust) principal residence ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Does transfer include personal property ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If yes, identify:
	Was property surveyed ? If yes, attach copy of survey (if recorded, no copy is required) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	REMARKS:
11. Barcode data	AFFIDAVIT:

RECORDED April 4, 1966
LIBER 3486
FOLIO 473

1

Conditions, Covenants, Restrictions, and Easements Affecting Property of Edmund J. Bennett Associates, Inc. formerly Bennett Construction Co., Inc. and Flint Hill Construction Company in Carderock Springs subdivision, Montgomery County, Maryland.

THIS DECLARATION, made this 11th day of April, 1966, by Edmund J. Bennett Associates, Inc. formerly Bennett Construction Co., Inc. and Flint Hill Construction Company, hereinafter called the Declarants,

WITNESSETH:

WHEREAS, Declarants are the owners of the real property described in Article II of this Declaration, and are desirous of subjecting the real property described in said Article II to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof:

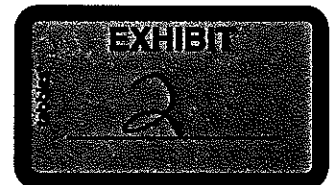
NOW, THEREFORE, Edmund J. Bennett Associates, Inc. formerly Bennett Construction Co., Inc. and Flint Hill Construction Company hereby declare that the real property described in and referred to in Article II is, and shall be held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens and charges hereinafter set forth.

ARTICLE I
Definition of Terms

Building Site shall mean any lot, or portion thereof, or any two or more contiguous lots, or a parcel of land of record and in a single ownership and upon which a dwelling may be erected in conformance with the requirements of these Covenants.

Corporations shall mean Edmund J. Bennett Associates, Inc. formerly Bennett Construction Co., Inc. and Flint Hill Construction Company.

Professional Office shall mean rooms used for office purposes but by not more than two members of any recognized profession, including doctors, dentists, lawyers, accountants, engineers, architects, but not including medical or dental clinics.



Owner shall mean a person or persons, their heirs, assigns, and/or tenants who purchases and/or resides in a dwelling on one of the lots described in Article II.

ARTICLE II Property Subject to This Declaration

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, easements, liens and charges set forth in the various clauses and subdivisions of this Declaration is located in the County of Montgomery, State of Maryland, and is more particularly described as follows, to wit:

Lots 10 to 25 inclusive, Block NB; Lots 1 to 28 inclusive, Block P; Lots 1 to 8 inclusive, Block R; and Lots 27 to 52 inclusive, Block R; Carderock Springs, Montgomery County, Maryland.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

The Declarants may, from time to time, subject additional real property to the conditions, restrictions, covenants, reservations, easements, liens and charges herein set forth by appropriate reference hereto.

ARTICLE III General Purpose of Conditions

The real property described in Article II hereof is subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement; and in general to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

ARTICLE IV
Restricted to Residential Purposes

All Building Sites shall be known and described as residential building sites and shall be used exclusively for private dwelling-house purposes, except (1) such site as the Corporation may, at any time and at its sole discretion, select for use as a Community Club to be maintained and operated by the members thereof, and (2) except that a professional office, as herein defined, may be maintained in a dwelling, provided that such maintenance and use is limited to the person actually residing in the dwelling and one other professional associate.

ARTICLE V
Prohibited Uses and Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any lot.

No junk vehicle, and no house trailer shall be kept on any lot.

Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

Outdoor clothes dryers or clothes lines shall be placed within a screened enclosure of an approved design of attractive rustic wood not over eight feet square and not over six feet in height.

In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on the paved portion of joint driveways or public streets, except during temporary emergencies.

No outside television aerial or radio antenna for reception or transmission shall be visible from the street or adjoining houses.

ARTICLE VI
Approval of All Plans and Specifications Required

For a period of seven (7) years from the date of this instrument no building, outbuilding, garage, fence, wall or improvement of any character shall be erected on any premises on said tract, and none begun, nor any change made in the exterior design of such buildings or improvements after original construction has begun, unless and until the architect designing the same; the cost, type and size thereof; the exterior materials to be used in the construction; the color scheme; the plans, specifications and details thereof, and a plot plan, showing the proposed location of the dwelling, outbuilding, garage and driveways upon the lot; existing and proposed grade revisions, shall all have been approved in writing by the Corporations or their successors in interest and title, and copies of said plans, specifications, and details shall have been lodged permanently with the Corporations or their successors in interest and title. At any time after the expiration of said seven (7) year period or earlier if the Corporations shall so elect, such approval shall be had from an architectural committee composed of three (3) members of the Community Association to be selected in accordance with the by-laws of said Association, and in the event that no such architectural committee shall have been selected, no such approval shall be required. (In the event the Corporations, or their successors in interest and title, or such architectural committee fails to approve or disapprove such design and location within thirty (30) days after said plans or specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with.

No sound hardwood trees shall be removed from any lot without written approval by the Corporations or their successors or assigns.

Fencing shall be either horizontal rustic, unfinished split rail or vertical split cedar and shall not extend beyond the front wall of any house or be within forty (40) feet of any publicly dedicated street in the case of a corner lot.

ARTICLE VII
Signs and Advertising Regulated

No nuisance, advertising sign, billboard, or other device shall be permitted, erected, placed, or suffered to remain upon said premises; nor shall the premises be used in any way for any purpose which may endanger the health, or unreasonably disturb the quiet of any owner of the adjoining or adjacent land. PROVIDED that (1) one sign not exceeding two (2) square feet in area and not illuminated may be attached to a dwelling to advertise only professional services and (2) one temporary real estate sign not exceeding six (6) square feet in area may be erected upon property placed upon the market for sale or rent.

ARTICLE VIII
Street Lighting and Intersection Signs

The Corporations reserve the right to install a post lamp for street lighting purposes on the front of any lot at any time, including necessary underground wire and leads into the house, together with the right of access to said post lamp and underground wire and leads inside the house for the purpose of adjusting, moving or changing the post lamp. In the event a street light is installed on his lot, the owner shall maintain and light it from dusk to dawn and bear all costs incident thereto. Owners shall only use a white incandescent 100 watt bulb for replacement.

The Corporations reserve a ten (10) foot wide easement running parallel behind the truncation of the corner lot lines on each and every corner lot included under Article II for the purpose of erecting a street intersection sign and related landscaping including a stone or masonry corner wall feature. The back line of this ten (10) foot wide easement shall be extended to intersect the intersecting lot lines of the corner lot.

ARTICLE IX
Maintenance of Joint Driveways

Lots designated 18, 19, 20, and 21, Block P, 38, 39, 40, Block R, 46, 47 and 48, Block R, 17, 18 and 19, Block N-B, and 20 and 21, Block N-B shall be conveyed by the Corporations subject to and together with joint driveways, as shown on the final survey, for common use by owners or residents of the abutting lots served by such joint driveways. (Among other general uses common use shall include children's play activities - provided such activities do not obstruct or hinder the free use of said joint driveway by other persons entitled to its use.) Each and every such aforementioned lot theretofore conveyed by the Corporations shall be subject to an annual maintenance, including but not limited to snow removal, charge or assessment to be levied as to the aforesaid lots by a majority of the owners of the aforesaid lots (or if from time to time there be no such majority, by the owners of more than one-half of the total area of said groups of lots) on the first Monday in June, or as soon thereafter as may be, in each and every year thereafter, which assessment or charge shall not exceed, on any lot, one-half of one per cent of the total assessment at that time for county real property tax on the lot and improvements.

Annually on the first Monday in June, owners of the aforesaid lots shall, by majority vote, elect Treasurers who shall collect such charges and assessments on the first Monday in July thereafter, at which time the said charges or assessments shall, without notice to the owner, be due and become a lien (and so continue until paid) upon each respective lot, and in default of the payment of such charges or assessments at the time specified, each such Treasurer, or his successor, may institute suits or prosecute proceedings in law or in equity as may be necessary to enforce said lien and the payment thereof, with interest at six (6) per cent per annum from such due date. Furthermore, in default of such payment, the owner of such lot shall pay all Court costs of any such suit to enforce said lien and an additional sum of \$100.00 as liquidated

damages. Provided, however, that any such lien shall be subordinate and inferior to, in all respects, any bona fide mortgages or deeds of trust now or hereafter placed on any properties affected.

The Treasurers so elected, or their successors, shall collect and be responsible for all charges and assessments and shall disburse the same for the maintenance, including, but not limited to snow removal, of each said joint driveway, by contract with the Corporations or otherwise. The owners of the aforesaid lots may associate themselves by incorporation or such other legal form as they shall elect, and make such contracts, by-laws or other agreements as they may deem appropriate to effectuate the design and purposes of this Article IX. And in the event all lot owners abutting any of said joint driveways wish to modify or terminate the purposes of this article, they may do so by instrument jointly executed and acknowledged by them and recorded among the Land Records for aforesaid County.

All sodded areas of the necks of lots located to the rear of the courts which abutt the joint driveways and extend from the public street right of way to the driveway turnaround of the courts shall be maintained and, if desired, landscaped by the contiguous lot owners.

The Corporation further reserves the right to construct a portion of a driveway serving one or more other lots across an adjacent lot. The owner across whose lot the portion of another or other owner's driveway crosses, shall in no way interfere with the use or maintenance of said driveway.

The use of joint driveways or the crossing of one lot with the driveway to other lots shall in no way be construed to imply a change in land ownership. Lot lines and lot sizes are as shown on the Record Plat and the Final Certification Survey.

A walkway easement has been granted to the Montgomery County Board of Education across Lot 52, Block R, to provide access to the Carderock Springs Elementary School. The owner of Lot 52, Block R shall in no way interfere with the public use or maintenance of the fenced path within this easement. This easement can be terminated or released only by the Montgomery County Board of Education.

ARTICLE X Resale of Property

In the event owner proposes to sell his house he shall first give the exclusive right to sell, for a period of 60 days, to Edmund J. Bennett Associates, Inc., as agents, or assigns thereof; provided, however, this provision shall not apply to a mortgagee acquiring ownership of the property at foreclosure or one claiming title by, through, or under a purchaser at foreclosure.

ARTICLE XI
Carderock Springs Swimming Club, Inc.

The owner of each building site to which these Covenants apply shall be eligible for one membership in the Carderock Springs Swimming Club, Inc., hereinbefore referred to in Article IV, and to participate in the operation of the same in accordance with such by-laws as may be adopted by such Club from time to time and upon payment of such maintenance charges or other fees as it may establish.

ARTICLE XII
Duration of Covenants

These Covenants are to run with the land and shall be binding upon the Corporation and all persons claiming under it until the 30th day of December 1975, at 12:01 a.m., in any event; and continually thereafter unless and until by vote of a majority of the then owners of the building sites covered by these Covenants it is agreed to change said Covenants in whole or in part.

ARTICLE XIII
Right to Enforce Restrictions and Abatement of Violations

The Covenants herein contained shall run with and bind the land and shall inure to the benefit of, and be enforceable by, the Corporations and their successors in interest and title, or the owner of any land herein described, its or their legal representatives, heirs, successors and assigns, or by any service, maintenance, or lot owners' Association or Corporation. Failure to enforce any condition, restriction, covenant, or agreement herein contained, by any or all parties having such right of enforcement, shall in no event be deemed a waiver of the right of enforcement thereafter, as to the same breach or as to one occurring prior or subsequent thereto, nor shall any such failure be the basis for claim for damages against aforesaid Corporations or successors in interest.

ARTICLE XIV
Remedy by Injunction

Inasmuch as the enforcement of the restrictions and covenants herein provided is deemed essential for the complete consummation of the general plan of improvement hereby contemplated, and for the protection of the Corporations and all future owners of land described herein, it is hereby declared that any violation of the restrictions and/or breach of the covenants and agreements herein created cannot be adequately compensated for by recovery of damages, and that the Corporations and their successors in interest and title and/or any future lot owners and/or any lot owners' Corporation or Association, shall, in addition to all other remedies, be

entitled to apply for relief by injunction to restrain any such breach or violation, or threatened breach or violation.

**ARTICLE XV
Separability**

Invalidation of any one of these Covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Edmund J. Bennett, President
EDMUND J. BENNETT ASSOCIATES, INC.

Edmund J. Bennett, President
FLINT HILL CONSTRUCTION COMPANY

Katharina Stephan, Asst. Secy.
EDMUND J. BENNETT ASSOCIATES, INC.

Katharina Stephan, Asst. Secy.
FLINT HILL CONSTRUCTION COMPANY

On this ____ day of _____, before me, the undersigned officer, personally appeared Mr. Edmund J. Bennett who acknowledged himself to be the President of Edmund J. Bennett Associates, Inc. and Flint Hill Construction Company, Maryland Corporations, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporations by himself as President.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

MY COMMISSION EXPIRES _____

Notary Public

CARDEROCK SPRINGS CITIZENS ASSOCIATION, INC.

Articles of Incorporation

Article I - Incorporator

Robert C. Oliver, whose post-office address is 8013 Glenmore Spring Road, Bethesda, Maryland 20034, and who is more than 21 years of age, acts hereby as incorporator to form a nonstock, nonprofit corporation under the general laws of the State of Maryland.

Article II - Name of the Corporation

The name of the corporation shall be "Carderock Springs Citizens Association, Inc."

Article III - Purposes and Powers

The purposes of the corporation shall be to promote the general welfare and represent the civic interests of the Carderock Springs community, consisting of the suburban subdivision known as Carderock Springs in Montgomery County, Maryland, lying generally South of River Road in the vicinity of the Capital Beltway, including the area known as Carderock Springs South and such other adjacent territory as may be defined in the by-laws of the corporation.

The corporation shall promote these purposes by providing a forum for discussion of community problems, establishing the formal means for resolving such problems, enforcing the covenants in the community area in accordance with the Declarations on file in the land records of

EXHIBIT

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Montgomery County, maintaining, as appropriate, common or public areas, roadways and pathways in the community, appropriately representing to other civic, business and government organizations, including contractors and builders and agencies of Montgomery County and the State of Maryland, the interests of the community, and by any other appropriate means. The corporation shall also assist in the development of community social activities, including the Carderock Springs community recreation club.

To carry out the foregoing purposes, the corporation shall have and enjoy all the powers, rights and privileges granted or available to it as a nonstock corporation under the laws of the State of Maryland, including, but not by way of limitation, the powers to acquire and maintain funds by the levy of dues and assessments upon its members, or otherwise, to employ and compensate attorneys and other agents and consultants, and to enter into contracts, and do and perform all lawful acts and things deemed by the directors of the corporation to be necessary or appropriate to promote the objects or carry out the purposes of the corporation.

The corporation shall be nonpartisan, nonsectarian and nonpolitical in its activities. It shall have perpetual existence.

Article IV - Address and Registered Agent

The post-office address of the principal office of the corporation in this State is 8200 Hamilton Spring Court, Bethesda, Maryland 20034. The name of the resident agent of the corporation in this State is the Carderock Springs Swimming Club, Inc., the post-office address of which is 8200 Hamilton Spring Court, Bethesda, Maryland 20034.

Article V - No Capital Stock

The corporation is not authorized to issue, and shall be without, capital stock. It shall not be operated for profit.

Article VI - Members

Any adult person residing or owning a home within the territorial limits defined in the by-laws of the corporation shall, upon payment of the dues prescribed in such by-laws, become a member of the corporation for the period covered by such dues.

Article VII - Directors

The number of directors of the corporation shall be five, consisting of the officers elected or appointed in accordance with the by-laws of the corporation, provided that, the number and composition of the directors may be changed pursuant to the by-laws of the corporation, but the number shall never be less than three.

The names of those who shall act as directors until the next annual meeting of the corporation or until their successors are duly chosen and qualify are:

Robert C. Oliver	(President)
Robert Aller	(First Vice-President)
Robert W. Davis	(Second Vice-President)
Eric R. Behn	(Treasurer)
Margaret McIntyre	(Secretary)

In witness whereof, Robert C. Oliver, the above-named incorporator, has signed these Articles of Incorporation on April 26, 1973.

Robert C. Oliver

Carderock Springs Architectural Review Committee
c/o Curtis Hastings
8417 Magruder Mill Court
Bethesda, MD 20817

May 21, 2006

Mr. Patrick Bogart and Mr. Ben Kurtz
8209 Stone Trail Drive
Bethesda, Maryland 20817

Dear Mr. Bogart and Mr. Kurtz,

Thank you for attending the Architectural Review Committee (ARC) hearing on May 3 and for providing revisions to your proposal for an addition to your residence. The plans you submitted at the May 3 meeting are not approved. Per the bylaws of the Carderock Springs Citizens Association (CSCA), you may appeal this decision to the CSCA board.

The ARC is aware of your concerns, which include expediting the approval process and proceeding to construction, avoiding the expense of preparing multiple revisions of your plans, avoiding the expense and delay of revising the structural design of your addition, and avoiding changes to your floor plan. We have taken the time to provide sketches to show you the difference between Colonial and modern details. These sketches were prepared by the ARC in consultation with several architects with experience designing additions and renovations to Carderock houses.

The ARC is prepared to approve your project, subject to submission and our review of plans containing the revisions detailed below and in the attached sketches. The ARC feels that having the exterior details adhere closely to the original style of Carderock Springs houses, as indicated here, will mitigate the impact of the mass of the proposed structure on the relationship between the natural and built environment and the presence of shared open space that are characteristic of our community. These requirements follow from the original design intent for and historical building practices in Carderock Springs. To be approved by the ARC, the revised plans meet the following conditions:

- 1.) The new section of the front elevation must be set back no less than 2 feet relative to the front of the existing structure. This will preserve the original form of the front elevation.
- 2.) Mullions and muntins on doors and windows must be removed. New and replacement operational windows may be casement or sliding type. Trim shall be white or off-white and kept to a minimum (1" or 2" nominal width). This matches the original designs for Carderock Springs.
- 3.) The ornamental gables in the front must be removed. The ornamental gables in the rear must have the louvers and classical details removed, as shown in the attached sketches. These gables must be sloped at 4:12 and extend to the roof edge as shown. Historical building practice in Carderock Springs does not support the inclusion of ornamental gables. However, in this case the rear gables, modified as shown, mitigate



the impact of the large section of shallowly sloped roof and are thus acceptable to the committee.

4.) All soffits and fascia must match existing work in size and orientation (soffits parallel to the roof and fascia perpendicular to the roof). The large overhang and angled soffit and fascia are major defining details of the Carderock Springs designs.

5.) The classically-modeled entry porch must be revised as marked on the plans. The columns must be square 4x4 or 6x6 wood posts without ornamentation. The overhang must be an extension of the existing roof. The door must be flush, although glazing (without mullions or muntins) in the door and to either or both sides of the door is acceptable.

6.) The plans must show the type of garage door to be used, which must be unornamented.

7.) The ornamental railing above the garage shown on the revised plans submitted at the May 3 meeting must be removed. A cantilevered balcony above the garage, with an unornamented railing matching the railing on the existing balcony, is acceptable. If such a balcony is included, the top rail shall be 2x4 or 2x6, with 2x2 pickets spaced 4" on center.

8.) The window placement and door placement and sizes on new construction shall be as detailed on the attached sketches with MDO panels under the windows as shown. Such panels are used in the original Carderock designs to mitigate the visual impact of large expanses of brick.

This letter is based on the assumption that no zoning variance will be required. If you require a zoning variance from Montgomery County, or if there are other exterior changes resulting from the Montgomery County permitting process, you will need to resubmit your plans for review by the ARC.

The ARC has the following additional comments:

Replacing the wood sheathing surrounding the windows in the living space of the existing structure as drawn is acceptable, although the ARC does not recommend this as it will require the use of steel lintels to support the brick. The ARC suggests the applicants discuss this matter with their architect/builder.

The plans submitted to the ARC are inconsistent as to whether or not the fireplace will be demolished.

With regard to landscaping, the ARC prefers to not see regimented or formal patterns of planting.

The ARC is aware that the proposed addition will require the maple at the rear of the proposed structure to be removed. Should the applicants wish to remove any other mature (trunk diameter greater than 6 inches) hardwood trees, they should seek approval from the Mr. Malcolm Stevenson, President of the Carderock Springs Citizens

Association (1), per the covenants of Carderock Springs.

Any regrading or hardscape, including but not limited to paving, retaining walls, or permanent structures, as part of your landscape plan require committee review. Carderock Springs was designed to preserve the topography of the site. Consequently, the committee prefers to see a minimum of regrading and retaining walls. Retaining walls must be brick (matching the home), timber, or local Carderock stone.

Respectfully,

Carderock Springs Architectural Review Committee
Steve Kunin, Chair
Doug Soe-Lin
Curtis Hastings

(1) Carderock Springs Citizens Association c/o Mr. Malcolm Stevenson, 8609 Fenway Drive, Bethesda, MD 20817.