

3. Admitted.

4. This paragraph sets forth legal conclusions to which no response is required.

5. Admitted.

6. The Association states that Schedule D speaks for itself and the allegations of this paragraph are denied to the extent that they differ or vary from Schedule D. The Association further denies that its debt is disputed as Debtor's liability for this amount has already been determined by a state court.

7. The Association denies the allegations of paragraph 7 and affirmatively states that there is no *bona fide* dispute as to the issue regarding the "Disputed Assessments" which was decided against the Debtor in state court.

8. The allegations set forth in this paragraph are irrelevant as the time frame alleged occurred before the filing of the Petition. Nonetheless, the Association admits that although Debtor was allowed to count its votes toward a quorum at these meetings, it would have denied Debtor the right to vote as required by the condominium instruments. However, the Debtor was not denied the right to vote because no quorum was achieved at either meeting.

9. The Association admits that its annual meeting for 2009 was scheduled for October 7, 2009. The Association has insufficient knowledge to admit or deny what the Debtor "anticipated" regarding the annual meeting. The Association admits that the Debtor sought emergency relief regarding the right to vote at the annual meeting which relief was denied by the court.

10. The Association states that the record speaks for itself and the allegations set forth in paragraph 10 are denied to the extent that they vary or differ from the record. The Association further notes that the court made no decision on the issue that was the subject of Debtor's motion.

11. Admitted.

12. Admitted.

13. Admitted.

14. Denied. The Association further states that this allegation is made in bad faith as the Debtor attended the meeting and knows that certain reports and other activities were undertaken at the annual meeting.

15. The Association denies that Mr. Brancato (whose name is misspelled as “Broncato”) was a member of the Association’s board but admits the remaining allegations of this paragraph.

16. Admitted.

17. The Association has insufficient knowledge or information to admit or deny how Gordon Properties voted as the Broncato Motion was decided by voice vote.

18. The Association denies that the Debtor was refused the right to exercise its vote but admits that the chair ruled that the Broncato Motion passed. The Association further states that Debtor did not contest or challenge the chair’s determination that the Broncato Motion passed and did not ask for a division of the house to determine the vote by percentage interest.

19. The Association has insufficient knowledge or information to admit or deny whether the Broncato Motion would have passed.

20. The Association states that the Debtor never moved to adjourn for a shorter period of time, never asked for a division of the house and did not otherwise contest the passing of the Broncato Motion at the annual meeting. Therefore, the Association has insufficient knowledge or information to admit or deny what the Debtor would have done at the annual meeting.

21. The Association has insufficient knowledge or information to admit or deny this allegation because the Debtor never made a motion at the annual meeting to adjourn for a shorter period of time.

22. The Association has insufficient knowledge or information to admit the allegations of paragraph 22 because, again, the Debtor failed to make any such motion at the annual meeting.

23. The Association admits that the Debtor's interests in the units are an asset of the Estate that is unencumbered, but denies that the alleged right to vote is a material or highly valuable component of the Debtor's Estate.

24. The Association incorporates its prior responses to paragraphs 1 through 23.

25. Denied.

26. Denied.

27. Denied.

28. Denied.

29. Denied.

30. Denied.

31. The Association incorporates its prior responses to paragraphs 1 through 23 as if set out fully.

32. The Association admits that the Debtor and the Association were parties in prior state court litigation in which the court found against the Debtor with respect to the so-called "Disputed Assessment."

33. Admitted.

34. Admitted.

35. The Association admits the first sentence of paragraph 35 but denies the second sentence.

36. Denied.

37. Denied.

38. Denied.

Affirmative Defenses

1. The Amended Complaint fails to state a basis upon which any of the relief requested may be granted.

2. This case was filed in bad faith by the Debtor.

3. The Court granted the Association's motion for relief from the automatic stay effective October 27, 2009 to file its Petition for Appeal and Debtor has filed a Brief in Opposition to the Petition rendering Count II moot.

4. The automatic stay does not relieve the Debtor from compliance with the provisions of the condominium instruments which constitute a contract between the members of the Association.

WHEREFORE, First Owners' Association of Forty Six Hundred Condominium, Inc. requests that this Court dismiss the Amended Complaint with prejudice and award the Association its attorneys' fees and costs expended in responding to the Amended Complaint.

FIRST OWNERS' ASSOCIATION OF FORTY
SIX HUNDRED CONDOMINIUM, INC.
By Counsel

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By: /s/ Linda S. Broyhill
Linda S. Broyhill, (VSB # 22989)
Michael S. Dingman (VSB # 30031)

Certificate of Service

The undersigned certifies that this Answer to Amended Complaint was served electronically on November ____, 2009, upon Donald F. King, counsel for Gordon Properties, Inc., pursuant to this Court's CM/ECF procedures.

/s/ Linda S. Broyhill
Linda S. Broyhill