



Burke Village Homeowners Association

5812 High Bluff Court, Burke, Virginia 22015

Dear Burke Village Homeowner,

We are pleased to announce the completion of our updated *Declaration of Covenants, Conditions and Restrictions*. The *Burke Village Declaration of Covenants* is the document that was used to transfer responsibility of "governance" from the Developers of the community to the Burke Village Homeowners Association. This original document was drafted nearly 40 year ago, on December 6, 1977. The goal of the Covenants, Conditions and Restrictions is generally to:

- Define the rights of members to use the common ground
- Establish limits for annual assessments and allows for approval of special assessments
- Establishes architectural control of "property" that enhances and protects the value of the community

Since the birth of our community, the *Burke Village Declaration of Covenants* have not been updated and in many instances is no longer in compliance with Virginia State Laws, such as the *Property Owners Association Act (POA)*. As a result, over the last few years, the Board of Directors in cooperation with the Associations' Attorney have made the following updates:

1. Article II, Section 1 (b): This section, which states the right of the Association to suspend voting rights and the rights to use recreational facilities **amended follow the language in Section 55-513.B of POA Act**.
2. Article III, Section 2: This section was amended **to eliminate the Class B voting class** (which was the developer's vote). Since the original developers are no longer apart of the Association, there is no need for a second Class B voter.
3. Article IV, Section 1 and Section 4: This section establishes the obligation for assessments. As written, it provided for special assessments only for capital improvements. The Association broadened the authority for special assessments to be permitted for other purposes as well such as major repairs (i.e street repairs). **Notice: Special assessments would still require a 2/3 vote of community members (this is not changed)**.
4. Article IV, Section 8 (as amended by the Amendment to the Declaration): This section is amended to **permit attorneys' fees and costs of collection to be added to the assessment account for delinquency**.
5. Article IV: As of 2002, **Virginia law requires that the Association have a reserve study completed** at least once every five (5) years. This section is added to the Article to require a reserve study so that this requirement is not overlooked by future Boards.
6. Article V, Section 1: There was an incomplete sentence beginning with "At any time..." which is corrected. In addition, this section is amended to change the amount of time for **approval or disapproval of architectural change applications from 30 days to 45 days**, which is a standard time- frame.
7. Article VI, Section 3: This section currently provides for the amendment of the Declaration by an instrument to be signed by 75% of the owners. The Association **reduced this requirement for any future amendments to match the requirement of the Code of Virginia Property Owners' Association Act (POA Act) §55-515.1 for amendment, which requires a vote of two-thirds (67%) of the owners**.

8. Article VI, Section 5: This section **was removed entirely, as it expired** five years after the date of incorporation of the Association.
9. Article VI, Section 1: This section is **amended to add language providing for the suspension of membership privileges** (to include the use of recreational facilities, voting, etc.) and for the imposition of monetary charges, upon proper due process, in accordance with the **Code of Virginia Property Owners' Association Act (POA Act)**.
10. Article VII, Section 4: This section is **amended to more specifically define the "commercial vehicles"** which are prohibited.
11. Article VII, Section 5: This section permitted home businesses for medical, dental or other legal professions. **It was amended to broaden the types of home businesses permitted, and to follow the Fairfax County Code requirements** and policies for the permitting and operation of home businesses.

For all our absentee homeowners, we ask that you please review the changes then provide your consent by signing the attached sheet and returning only the signed sheet using the self-addressed envelope. All other homeowners in the community, you will be visited by Board Members for questions and signatures.

Thank you all for cooperation in this very important task for the community. If you have any further questions, please contact a Board Member.

Best Regards,

Board of Directors

Download and review the updated Covenants from our website:
www.burkevillage.org

Prepared by and Return to: Raymond J. Diaz, Esq.
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3190 Fairview Park Drive, Suite 800
Falls Church, Virginia 22042
(703) 280-9260

Parcel Id No.:

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
BURKE VILLAGE HOMEOWNERS ASSOCIATION

THIS AMENDMENT to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for BURKE VILLAGE (the "Declaration") is made this ____ day of _____ 2017 by the BURKE VILLAGE HOMEOWNERS ASSOCIATION (the "Association"), as GRANTOR for recording purposes.

WHEREAS, the Association is the governing body for the owners of certain real property located in Fairfax County, Virginia, known as Burke Village, as the same is duly dedicated, platted and recorded in Deed Book 4607 at Page 1 among the land records of Fairfax County, Virginia, (the "Property"); and

WHEREAS, the Property is subject to certain restrictions, covenants and conditions as set forth in the Declaration of Covenants, Conditions and Restrictions recorded in Deed Book 4765 at Page 684 among the aforesaid land records ("Declaration"); and

WHEREAS, pursuant to Article VI, Section 3, of the Declaration, the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; and,

WHEREAS, the Board of Directors of the Association has recommended to the members the amendments set forth below and not less than seventy-five percent (75%) of the Lot Owners have consented to those amendments as evidenced by their signatures on **Exhibit B** attached hereto and incorporated herein by this reference.

NOW, THEREFORE, the undersigned hereby amends and restates the Declaration as set forth in the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for BURKE VILLAGE on **Exhibit A** attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by its President as of the date first above written.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

BURKE VILLAGE HOMEOWNERS ASSOCIATION

By: _____
Jelani Smith, President

STATE OF VIRGINIA :
COUNTY OF FAIRFAX : to wit:

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Jelani Smith, President of Burke Village Homeowners Association, a Virginia non-stock corporation, whose name is signed to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions acknowledged the same on behalf of the Corporation this ____ day of _____, 2017.

Notary Public

My commission expires: _____

Registration No.: _____

EXHIBIT A

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BURKE VILLAGE HOMEOWNERS

ARTICLE I DEFINITIONS

Section 1. “Association” shall mean and refer to BURKE VILLAGE HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property known as BURKE VILLAGE, Section One, as the same is duly dedicated, platted and recorded in Deed Book 4607 at page 1, among the land records of Fairfax County, Virginia, and such additions thereto as may have heretofore been or may hereafter be subjected to this Amended and Restated Declaration.

Section 4. “Common Area” shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) the right of the Association to suspend a Member’s right to use facilities or services, including utility services, provided directly through the Association for nonpayment of assessments which are more than 60 days past due, to the extent that access to the Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any owner, tenant, or occupant, and following all due process procedures required by the Virginia Property Owners’ Association Act, this Declaration, the Bylaws, the Articles of Incorporation, and all rules and regulations adopted by the Board of Directors.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective

unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Properties.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2. The Association shall have one class of voting membership, which shall consist of all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, late fees, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Annual Assessment. The Board of Directors of the Association shall fix the amount of the annual assessments.

- a) The maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without

the approval of two-thirds (2/3) of members present and voting in person or by proxy, at a meeting duly called for this purpose.

- b) The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for a specific purpose, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members who are voting in person or by proxy entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or quarterly basis as determined by the Board of Directors.

Section 7. Due Dates. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The annual assessments shall be due on March 15 of each year; however, the annual assessment may be paid in installments as determined by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by a representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late charge as determined by the Board of Directors shall be imposed, the assessment shall bear interest from the date of delinquency at such rate as determined by the Board of Directors, but not more than the maximum rate permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the property. All interest, late fees, administrative costs, costs of collection, and attorney's fees incurred in any legal or administrative action (or, if any such action is not brought or the action is settled prior to adjudication, incurred in preparation for such action, which shall be added to the amount of the assessment) shall be added to the assessment account and shall be part of the continuing lien upon the property. The Board of Directors may

also declare the installments which would otherwise be due during the remaining fiscal year immediately due and payable and may take those actions to collect such accelerated amounts as are provided in this Declaration for the collection of assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any *bona fide* first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage or deed of trust foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve the Owner of such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 10. Reserves for Capital Components. The Board of Directors shall conduct at least once every five years a study to determine the necessity and amount of reserves required to repair, replace and restore the capital components and shall review the results of that study at least annually to determine if reserves are sufficient. In addition, the Board shall make any adjustments the Board deems necessary to maintain reserves, as appropriate. To the extent that the reserve study conducted in accordance with this section indicates a need to budget for reserves, the Association budget shall include, without limitation:

- (a) the current estimated replacement cost, estimated remaining life and estimated useful life of the capital components;
- (b) as of the beginning of the fiscal year for which the budget is prepared, the current amount of accumulated cash reserves set aside, to repair, replace or restore capital components and the amount of the expected contribution to the reserve fund for that year; and
- (c) a general statement describing the procedures used for the estimation and accumulation of cash reserves pursuant to this section and the extent to which the Association is funding its reserve obligations consistent with the study currently in effect.

ARTICLE V ARCHITECTURAL CONTROL

No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of structure have been approved by the Architectural Review Committee (ARC) as to quality of workmanship, materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered in any Lot nearer to any street than the minimum building set-back line unless similarly approved. The Board of Directors may make and enforce rules and regulations respecting architectural control. The Architectural Review Committee shall be composed of at least three (3) members to be designated by the Board of Directors. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its

designated representative shall be entitled to any compensation for performing any of the services envisioned herein. Requests for action by the Committee shall be submitted in writing. The Committee's approval or disapproval, as required in these covenants, shall be in writing. Following written request, if the Committee or its designated representative fails to approve or disapprove the requested modification to a Lot within thirty (30) days after plans and specifications therefore have been submitted to it, approval will not be required and the provisions of this Article shall be deemed to have been fully complied with.

ARTICLE VI GENERAL PROVISIONS

Section 1. Enforcement. The Association and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, the Bylaws and/or the Rules and Regulations. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

- (a) Charges and Suspension of Rights. Failure by an Owner to comply with any of the terms of the Declaration, Bylaws, and/or Rules and Regulations, shall subject such Owner to other penalties, including, but not limited to, the imposition of charges as a monetary sanction for any infraction, the suspension of the right to vote in the Association, and the suspension of membership privileges; provided, however, that the Board of Directors may not deny an Owner the use of the Common Area for ingress and egress to such Owner's Lot or utility services. Any charges imposed shall become an assessment against the Lot and the personal obligation of the Owner. The Board of Directors shall follow such enforcement procedures as are required by the Virginia Property Owners Association Act, Va. Code Ann. §§ 55-508, et seq.
- (b) Abating and Enjoining Violations. The provisions of the rules and regulations adopted by the Board of Directors or any breach of this Declaration shall give the Board, on behalf of the Association, the right, in addition to the other rights set forth in this Declaration: (i) to enter the portion of the Lot (excluding any dwelling on the Lot) on which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, which shall be treated as an assessment, any structure, thing or condition that may exist therein contrary to the intent or meaning of this Declaration or the Association rules and regulations, and the Board of Directors and the Association's agents shall not be deemed guilty of trespass; (ii) to use self-help to remove or cure any violation of this Declaration or the rules and regulations on the Properties (including the towing of motor vehicles) and to charge the associated expenses and costs back to the Owner(s) of the affected Lot(s) as an assessment; or (iii) to enjoin, abate or remedy by appropriate administrative or legal proceeding, either at law or in equity, the continuance of such breach; provided, however, that before any construction may be altered or demolished (except in emergencies) judicial proceedings shall be initiated.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The provisions of this Declaration may be added to, repealed, or amended at any time by a vote of at least two-thirds (2/3) of the Owners, providing that copies thereof are furnished to each Owner prior to the time that they become effective. Any amendment must be recorded in the Land Records of Fairfax County, Virginia.

Section 4. Annexation. Annexation of other additional property not provided for herein shall require the assent of at least two-thirds (2/3) of the Members at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of Members or persons holding proxies entitled to cast sixty-seven percent (67%) of the votes shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting.

ARTICLE VII USE RESTRICTIONS

1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family dwelling; except that sheds are permitted if approved by the Architectural Control Committee pursuant to Article V hereof.
2. Fences. No fence of any kind shall be erected or maintained on any portion of a Lot along the front property line or from the front building line to the front Lot line unless approved by the Architectural Control Committee in accordance with the provisions of Article V herein. No fence of any kind shall be erected or maintained in or along the rear of a Lot or from the front building line to the rear Lot line or from the side of any building to the said Lot line except a hedge fence, wooden fencing or a brick fence; provided, however, that any fences along or parallel to the real lines of Lots 24 through 33, Burke Village, Section One, both inclusive, shall be built of brick comparable in quality to the color and style of brick used in the townhouses.
3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved to the County of Fairfax, as shown on the recorded plat and this instrument shall in no way affect, limit or restrict the same.
4. Nuisances. No noxious or offensive activity shall be carried on upon the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No commercial vehicle, whether owned by the Lot Owner or any other person, shall be permitted to remain on or be parked on any Lot or Common Area overnight. For the purpose of this section, commercial vehicle is defined to mean any vehicle on which commercial lettering or equipment is visible or which is larger than normally used for noncommercial purposes.

5. Business. Without the prior written approval of the Board of Directors, no portion of a Lot shall be used for any professional or commercial activities. Any professional or commercial activities approved by the Board of Directors shall: (i) be in compliance with all applicable laws and regulations, including without limitation, all licensing and permitting requirements; (ii) not create or maintain a nuisance; (iii) maintain adequate levels of insurance coverage, including without limitation, liability insurance; (iv) hold the Association, its officers, directors, agents, and members, harmless from any and all liabilities and claims which may arise as a result of the activities within the Association; (v) not make any use of Common Area facilities, including without limitation the playgrounds, except for ingress and egress to the Lot; and (vi) comply with any other reasonable conditions imposed by the Board of Directors.
6. Signs. No permanent signs are permitted to be displayed on any Lot except as approved by the Board of Directors. For the purpose of this section, a permanent sign is a sign having a function with no fixed end time. The only permanent residential signs that may be approved by the Board are security signs, no trespassing and pet control signs. Temporary signs are signs having a function with a fixed end time, including without limitation, real estate sale and lease signs and yard sale signs. Temporary signs are permitted without approval of the Board, but shall be compliant with all Rules and Regulations of the Board relating to signs, and shall be removed upon the termination of the purpose of the sign. However, commercial signs and political signs are not permitted. If permission is granted by the Board of Directors to any person to erect a sign within the Association, the Board shall have the right to restrict the size, color, lettering, and placement of such sign. The Association shall have the right to erect signs as it, in its discretion, deems appropriate, including, without limitation, entry and directional signs.
7. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.
8. Livestock and Poultry. 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.
9. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.
10. Trees. The Architectural Review Committee may from time to time adopt rules and regulations regarding the preservation of trees and other natural resources as it may consider appropriate.
11. Structures. No barn, kennel, run, stable, outdoor clothes dryer, play house, shed, or other structures shall be erected, used or maintained on any Lot at any time, except with the prior written approval of the Architectural Review Committee.

12. Planting. No planting or other material shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities or which may measurably change, obstruct or retard the direction or flow of any drainage channels.

ARTICLE VIII
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall (also known as a fire wall), and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of refurbishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

WITNESS the following signature and seal.

BURKE VILLAGE HOMEOWNERS ASSOCIATION

By: _____
Jelani Smith, President

STATE OF VIRGINIA :
COUNTY OF FAIRFAX : to-wit:

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Jelani Smith, President of Burke Village Homeowners Association, a Virginia non-stock corporation, whose name is signed to the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions acknowledged the same on behalf of the Corporation this ____ day of _____, 2017.

Notary Public

My commission expires: _____

Registration No.: _____