

FAIRFAX CONDOMINIUM F ASSOCIATION, INC.
c/o Phoenix Management Services
4800 North State Road 7
Suite 105
Lauderdale Lakes, FL 33319
Attn: Todd Shurack

MARCH 24TH, 2017

RE: NOTICE OF SPECIAL MEETING

Dear Member:

This letter serves as formal Notice of a Special Meeting. The Meeting of the Membership of FAIRFAX CONDOMINIUM F ASSOCIATION, INC., (the "Association"), will be held on April 24th, 2017 at 9:30 AM at Fairfax Clubhouse, 7397 Fairfax Drive, Tamarac, Florida, 33321 for the purpose of voting for or against five proposed amendments to the Declaration of Condominium, (the "Declaration"). The proposed amendments as set forth on **Exhibit "A"** provide for the following:

Amendment No. 1: Amends Section 2.1 of the Declaration to amend the definition of the "Condominium Act" in order to bring the Declaration into compliance with all amendments to Florida Statutes, both from the past and in the future.

Amendment No. 2: Amends Section 18 of the Declaration to add a new sub-section which requires a purchaser of a Unit to put a cash down payment of an amount equal to twenty percent (20%) of the contract price paid to the selling Unit Owner. Further, this amendment provides that no Unit Owner shall be allowed to have placed a mortgage on their Unit for more than eighty (80%) percent of the market value of the Unit and that each Unit Owner must maintain at least a twenty (20%) percent equity interest in the Unit at all times.

Amendment No. 3: Amends Section 18 of the Declaration to add a new sub-section which requires that all Units must be owned by a natural person or natural persons. This amendment does not apply to those Units not owned by natural persons upon the effective date the amendment is recorded.

Amendment No. 4: Amends Section 18 of the Declaration to add a new sub-section which places a limit that no more than two (2) Units may be owned by a Unit Owner at any one time.

Amendment No. 5: Amends Section 18 of the Declaration to add a new sub-section that would clarify the approval and screening process for the sale and purchase of a condominium unit, specifically providing that the association would have the right of approval and/or denial of a proposed purchase.

It is the position of your Board of Directors (the "Board") that these proposed amendments will bring the Declaration into compliance with amendments to Florida Statutes, both from the past and in the future and further preserve the continuity of the community as a building occupied predominately by approved unit owners.

Please read the enclosed information carefully and strictly comply with these instructions.

Included in this package is a Limited Proxy for quorum purposes and for your vote on the proposals, together with Proxy Instructions. Please complete the Limited Proxy and return it to Steven Weinberg at Frank, Weinberg & Black, P.L. in the enclosed stamped envelope.

THE BOARD SEEKS YOUR APPROVAL OF THE PROPOSED AMENDMENTS.

Very truly yours,
The Board of Directors of Fairfax Condominium F Association, Inc.

Exhibit "A"

additions are underlined
deletions are ~~stricken~~

Amendment No. 1:

Section 2.1 of the Declaration of Condominium is amended as follows:

"Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as hereafter renumbered, as amended and/or renumbered, from time to time.

Amendment No. 2:

Section 18.12 of the Declaration of Condominium, is added as follows:

§18.12. Minimum Down Payment Required for Purchase; Financing. Notwithstanding anything to the contrary in this Declaration, no person shall be permitted to purchase a Unit without a cash down payment paid to the selling owner of an amount equal to twenty percent (20%) of the sales price of the Unit pursuant to a bona fide contract between the selling Unit Owner and a bona fide third party purchaser. No Unit Owner shall be allowed to have placed a mortgage on their Unit for more than eighty percent (80%) of the fair market value of the Unit, and a Unit Owner must maintain at least a twenty percent (20%) equity interest in the Unit at all times.

Amendment No. 3:

Section 18.13 of the Declaration of Condominium, is added as follows:

§ 18.13. Ownership Restricted to Natural Persons. Notwithstanding anything in this Declaration to the contrary, all Units must be owned by a natural person or natural persons (i.e. corporate and other business entities may not own a Unit); provided, however, that the foregoing restriction does not apply to: (i) those Units not currently owned by natural persons as of the date this amendment is recorded, and (ii) ownership of a unit by a revocable trust or other estate planning document solely controlled by the Unit Owner.

Amendment No. 4:

Section 18.14 of the Declaration of Condominium, is added as follows:

§ 18.14. Limitation on Number of Units Owned. Notwithstanding anything in this Declaration to the contrary a Unit Owner may not own more than two (2) Units at any given time. It is the intent of this section that a husband and wife shall be treated as a single Unit Owner.

Amendment No. 5:

Section 18.15 of the Declaration of Condominium, is added as follows:

§ 18.15. Approval Process (Purchase/ Sale). Notwithstanding anything to the contrary contained in this Declaration, the Association, through the Board of Directors shall approve or deny all sales and permitted occupants, as set forth herein. The following provisions and procedures shall govern the sale approval process:

(a) Notice to Association: Any Unit Owner intending to sell a unit shall give the Association notice of such intention, together with the name and address of the

proposed purchaser and such other information concerning the proposed purchaser and occupants as the Association may reasonably require, and an executed copy of the proposed purchase and sale contract, which purchase and sale contract shall state that purchaser is subject to the Association's Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations, as promulgated from time to time. The Unit Owner shall submit to the Association a properly executed application for approval, which application shall be as provided by the Board of Directors for the Association. The Association may also require an investigative fee.

(b) Application: The Board may prescribe an application form which will require specific data relating to the intended purchaser(s) and occupants. Said application shall be completed and submitted to the Association. By submitting an application, all purchaser(s) and occupants agree to abide by all provisions contained in any document governing the Association. The Association is not obligated to commence the review of an application until the Association is satisfied that all elements of the application, including any such supporting documentation or supplemental material as may be requested are complete. The Association reserves the right to request supplemental material to the application.

(c) Assessments: The failure of a Unit Owner to be current in the payment of maintenance assessments or in default of any other provision of the Association documents shall be grounds for disapproval of a sale.

(d) Transfer / Application Fee: The Board may charge a non-refundable transfer fee as set forth by the Board of Directors from time to time and in accordance with Florida Statutes, as amended from time to time. The non-refundable transfer fee shall be paid at the time that a properly executed application is submitted to the Association. The Association may conduct an interview with the prospective purchaser and occupants.

(e) Approval or Disapproval: The Association, upon receipt of all required information, documents, supplemental information, fees and interview (if required) in the Association's sole discretion, shall either approve or disapprove the proposed sale with the approved occupants within thirty (30) days. The approval or disapproval shall be stated in a Certificate executed by the President, or the Vice President, or other authorized individual, and shall be delivered to the Unit Owner. The failure of the Association to act within the said time period shall constitute an automatic approval. If the Association disapproves a purchaser and/or occupant(s), then the contract for sale and purchase of the unit shall be null and void.

(f) Transfer on Death. If a purchaser inherits a unit, the Association need not screen the new owner, but the Association shall screen any occupant, including the new owner, intending to reside in the unit.

(g) Foreclosure. If a unit is acquired by foreclosure, including purchase by a third party at a judicial sale, or by deed in lieu of foreclosure, then in such event the Association shall not screen the purchaser, but the Association shall screen any occupant, including the purchaser, intending to reside in the unit.

(h) Remedies: In the event the Association determines that any provisions contained herein are not complied with, the Association may approve or disapprove the sale of a unit as set forth above. In the event the sale of a unit is disapproved, the Association shall have the right to remove any occupant by injunctive relief, eviction or otherwise. In the event any attorneys fees are incurred by the Association as a result of non-compliance with this Article, the attorney's fees will be an individual assessment levied against the subject owner who shall be responsible to pay same, whether or not a lawsuit is filed.

FAIRFAX CONDOMINIUM F ASSOCIATION, INC.

LIMITED PROXY FORM TO ESTABLISH A QUORUM ONLY AND
SUBMISSION OF BALLOT PERSONALLY CAST BY THE UNIT OWNER

KNOW ALL MEN BY THESE PRESENTS: That the undersigned owner(s) hereby constitute and appoint: (check one)

_____ A. Barbara Schorr, Secretary of the Association on behalf of the Board of Directors, or

_____ B. _____ (If you check B., please write in same name of your Proxy.)

Should you fail to designate a proxy the Secretary will automatically be deemed the proxy only for the purposes set forth herein.

The true and lawful attorney, agent, and limited proxy of the undersigned, with full power of substitution for and in name and stead of the undersigned to attend the Special Meeting of the Members of FAIRFAX CONDOMINIUM F ASSOCIATION, INC. (the "Association"), to be held on April 24th, 2017 at 9:30 AM at Fairfax Clubhouse, 7397 Fairfax Drive, Tamarac, Florida, 33321, for the purpose of establishing a quorum for this Special Meeting, and to submit the personally cast ballot and vote for the Amendments, and for no other purpose whatsoever, as follows:

Amendment No. 1:	YES ___	NO ___
Amendment No. 2:	YES ___	NO ___
Amendment No. 3:	YES ___	NO ___
Amendment No. 4:	YES ___	NO ___
Amendment No. 5:	YES ___	NO ___

This proxy will be valid for any lawful adjournment of this meeting held ninety (90) days within the date for which this meeting was originally called. **The undersigned Unit Owner acknowledges that each of the votes was cast by the Unit Owner not the Proxy Holder. This is not a general proxy. This proxy voids any and all prior proxies.**

DATED this ___ day of _____, 2017.

ADDRESS OF UNIT OWNER(S):

SIGNATURE OF UNIT OWNER(S):

Signature of Unit Owner

Print Name

Signature of Unit Owner

Print Name

LIMITED PROXY INSTRUCTIONS

If you are unable to attend the Special Meeting of FAIRFAX CONDOMINIUM F ASSOCIATION, INC., you may designate a Limited Proxy to establish a quorum and to submit your personally cast Ballot. In that the business of the Association necessitates participation of its Members, we respectfully request your presence in person or by Limited Proxy. Please be advised of the following requirements of the Association in using the enclosed Limited Proxy:

1. If a Unit is owned by one person, his/her right to vote shall be established by the roster of members.
2. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a Voting Certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person need not be a Unit Owner, or one of the joint owners.
3. If a Unit is owned by a Corporation, the person entitled to cast the vote for the Unit shall be designated by a Voting Certificate signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those Voting Certificates shall be valid until revoked or until superseded by a subsequent Voting Certificate or until a change in the ownership of the Unit concerned. A Voting Certificate designating the person entitled to cast the vote for a Unit may be revoked if by a record owner of an undivided interest in the Unit. If a Voting Certificate designating the person entitled to cast the vote for a Unit for which such Voting Certificate is required is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such Voting Certificate is filed, except if the Unit is owned jointly by a husband and wife (see below).
4. If a Unit is owned jointly by a husband and wife, the following four provisions are applicable thereto:
 - a. They may, but they shall not be required to, designate a voting member in the manner provided in Paragraph 3 of these Instructions.
 - b. If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

Where they do not designate a voting member, and only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
 - c. If both are present and concur, either one may cast the Unit vote.
5. Should you fail to designate a Limited Proxy, then the Secretary of the Association will be deemed to be the Proxy.

FAIRFAX CONDOMINIUM F ASSOCIATION, INC.

c/o Phoenix Management Services

4800 North State Road 7

Suite 105

Lauderdale Lakes, FL 33319

Attn: Todd Shurack

MARCH 24TH, 2017

VOTING CERTIFICATE INSTRUCTIONS

(only applicable in circumstances detailed below)

If you are within one of the scenarios identified below, please complete the Voting Certificate as follows:

1. If your unit is owned by one (1) individual, the Voting Certificate is **not** required.
2. If your unit is owned by two (2) or more individuals (including husband and wife), you must either:
 - a. Have **all** owners sign a Proxy (without a voting certificate); OR
 - b. Have **all** record owners sign the enclosed Voting Certificate appointing a Voting Member, who may then individually execute a Proxy.

NOTE: If multiple owners do not designate a Voting Certificate, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

If a Voting Member is not designated and only one of the owners is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

3. If your unit is owned by an entity, including a corporation, limited partnership, or trust, then you **must** complete the enclosed Voting Certificate appointing a Voting Member to execute a Proxy on behalf of its interest.
4. Hand-deliver the Voting Certificate to the management office (c/o the Association's Secretary) to be held on file.

CERTIFICATE OF APPOINTMENT OF VOTING MEMBER

To the Secretary of Fairfax Condominium F Association, Inc. (the "Association"):

THIS IS TO CERTIFY that the undersigned, constituting all of the record owners of Condominium Unit No. _____ of the Association, have designated

(Name of Voting Member)

as their representative to cast all votes and to express all approvals that such Unit Owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration of Condominium, Articles of Incorporation, and By-Laws of the Association.

The following examples illustrate the proper use of this Voting Certificate:

- 1) *If the unit is owned by more than one person, specifically including owners who are husband and wife, all owners shall designate a person who can exercise the voting interest for such unit, unless all owners alternatively all want to sign the Limited Proxy.*
- 2) *If the unit is owned by a corporation, the corporation shall designate a person, an officer, employee or agent who shall be treated as the Member who can exercise the voting interest for such unit.*
- 3) *If the unit is owned by a limited partnership, any one of the general partners may exercise the voting interest associated with such unit. In the event of a conflict among general partners entitled to exercise a voting interest, the voting interest for such unit cannot be exercised.*
- 4) *If the unit is owned by a trust, Association shall be under no obligation to review the trust agreement with respect to such trust. By way of example, if the unit is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Unit Owner for all Association purposes.*

This Certificate if made pursuant to the By-Laws and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

Dated this ____ day of _____, 201__.

SIGNATURES FOR INDIVIDUAL OWNERS

Printed Name: _____

Printed Name: _____

SIGNATURES FOR CORPORATE / BUSINESS ENTITIES OWNERS

Name of Corporation: _____

By: _____

Print Name: _____

Title: _____

SIGNATURES FOR TRUST OWNERS

Name of Trust: _____

By: _____

Title: Trustee