



Ronald P. Glantz  
Also admitted in  
DC & NY Bars

Wendy Newman Glantz  
Family Law Mediator

Lindsey Glantz  
Partner  
Also admitted in  
DC Bar

June 16, 2025

**VIA REGULAR MAIL**

**AND E-MAIL: [rhonda@hgl-law.com](mailto:rhonda@hgl-law.com)**

Omega Villas Condominium Association, Inc.  
C/o Hollander, Goode, & Lopez, PLLC  
314 S Federal Highway  
Dania Beach, FL 33004

**RE: Our Client: Shawn E, Martin**  
**Our File No.: SFL-VJX-QCJ**  
**Subject: Concerns Regarding Construction Project**  
**Address: 1760 NW 73<sup>rd</sup> Avenue, Plantation, FL 33313-4433**

Dear Ms. Hollander:

The Law Office of Glantzlaw is writing on behalf of Shawn E. Martin, a current Board Member and whistleblower of the Omega Villas Condominium Association, regarding allegations of construction defects, contractual deviations, and building code violations associated with the ongoing \$4.85 Million renovation project.

Mr. Martin is a member of the Board of Directors for Omega Villas Condominium Association. He understands that the Association is in the process of a number of renovations to make sure they are in compliance with the forty-year inspection and the building code. Mr. Martin objects to the installation of the furring strips that were installed on his property. The furring strips were not part of the original contract. In addition, the furring strips are a design flaw as they do not allow for water to escape, thereby causing potential water damage. They are unnecessary and could pose a danger to the property.

Mr. Martin also noticed that the roofing contractors never installed new insulation in the pitched roof systems. The insulation is required by the Florida Building Code.

Mr. Martin addressed his concerns with the Department of Business and Professional Regulation and also with the City of Plantation. They have not responded to his concerns. We are therefore reaching out to the Association in an effort to resolve these issues for the benefit of the Community.

We strongly urge all involved parties – including the Association, its vendors and any funding institutions, to reassess the ongoing work and ensure that no further installations proceed without compliance with the originally authorized scope of work and applicable Florida Building Code requirements. Failure to do so may result in continued legal exposure for parties executing or financing the defective work.

Omega Villas Condominium Association, Inc.  
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June 16, 2025  
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Please feel free to respond in writing directly to Mr. Martin at [shawnm1973@gmail.com](mailto:shawnm1973@gmail.com) within ten days of receipt of this letter. You may also copy our office at [docs@glantzlaw.com](mailto:docs@glantzlaw.com) and please refer to our File Number: SFL-VJX-QCJ.

Thank you for your prompt attention to this matter.

Sincerely,

**GLANTZLAW**

BY: *Scott L. Fishman*  
SCOTT L. FISHMAN, ESQUIRE

SLF/ mk  
Enclosures  
cc: Shawn E. Martin

## Exhibit T2 – Structural Drainage Flaw & Strategic Implications

### Photo Evidence of Defective Furring Strip Installation

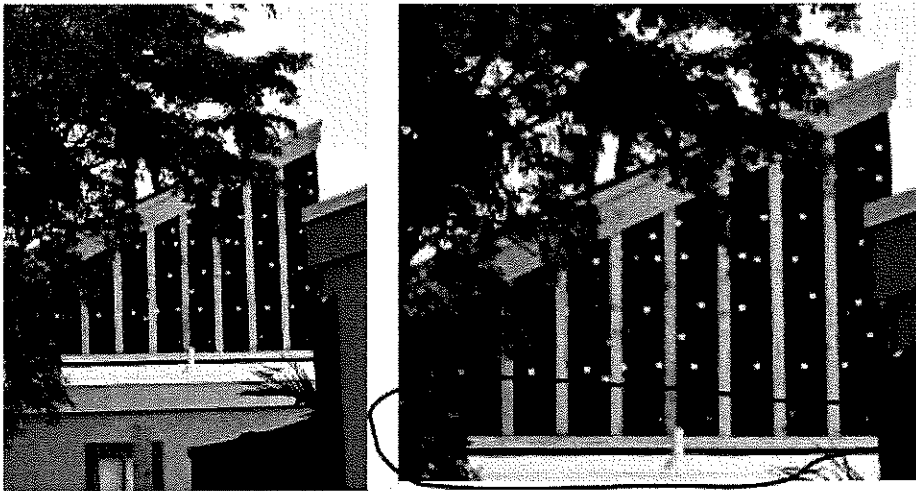
Date: [Insert date photo taken]

Prepared by: Shawn Martin, MBA – Whistleblower & Omega Villas Board Member

#### Part I: Construction Defect – No Drainage Path Behind Furring Strips

The images below shows furring strips installed over black weather-resistant barrier (WRB) with a horizontal trim board or framing element placed directly at the base of the wall assembly. This board, circled in red, completely blocks gravity-based drainage — preventing water from escaping the wall cavity.

This appears to be a major design flaw. It may transform the vertical drainage plane into a sealed chamber, where any water that seeps behind the siding becomes trapped.



According to building envelope science and Florida Building Code (FBC) Ch. 7 (R703), proper siding installation requires:

- Drainage pathways or weep holes
- Flashing at terminations
- Proper WRB integration with flashing

- A minimum 1/8" ventilation gap if furring strips are used for rainscreening

**None of these elements are visible here.**

## **Part II: Resulting Damages When Water Becomes Trapped**

If this condition exists across multiple walls in Omega Villas, the following building failures are **highly likely within 1–5 years**:

### **1. Interior Water Intrusion**

- Water trapped behind the siding **wicking through sheathing and entering drywall**.
- Result: **Visible leaks in ceilings and walls**, especially around windows and second-floor framing transitions.

### **2. Rot and Structural Degradation**

- Moisture behind siding promotes **fungal decay** of framing and sheathing.
- Over time: loss of structural integrity in wood-framed wall segments.

### **3. Black Mold Proliferation**

- Trapped moisture + organic framing = perfect mold environment.
- Mold can **spread into HVAC returns**, drywall cavities, and affect interior air quality.

### **4. HVAC & Energy Inefficiency**

- Wet wall insulation loses effectiveness, creating **higher cooling loads**.
- Possible condensation on ducts and **system failure from moisture cycling**.

### **5. Siding System Failure**

- Improper drainage leads to **nail rusting, siding loosening**, and delamination of fiber cement planks.
- Manufacturer warranty likely void due to installation errors.

## Part III: Hypothetical Strategic Pattern – Devalue & Dismantle for a Land Grab

### Scenario:

If Phases 1–3 (which are either frame or frame/concrete hybrids) are now being built with known design flaws like this, it invites the possibility of intentional degradation.

### Here's how it could play out:

- Moisture intrusion leads to building envelope failure.
- Owners begin reporting leaks, air quality problems, and interior damage.
- The Board or insurers claim the damage is “structural” or “inherent to the building type.”
- Eventually, **Phases 1–3 are labeled as unsafe or too expensive to maintain.**
- The Association, backed by vendors or investors, suggests **buyout or demolition.**
- Land value increases while units are condemned or owners forced out.
- **The real estate is flipped or redeveloped — especially valuable given its 10–15 acres, location, and existing infrastructure.**

### Exhibits T, V, W, and S-3 already show:

- Phase-based targeting and enforcement inconsistencies.
- Permit misrepresentation in past electrical and roofing citations.
- Failure to inspect or disclose city violations to affected homeowners.

### Conclusion:

The apparent drainage flaw shown here is not a minor oversight. It appears to be a **functional defect that could lead to widespread property degradation, tenant displacement, and long-term community loss.** Whether accidental or deliberate, the installation of such flawed assemblies without engineering or code documentation poses **life-cycle risk to the property and fiduciary failure by the Board.**

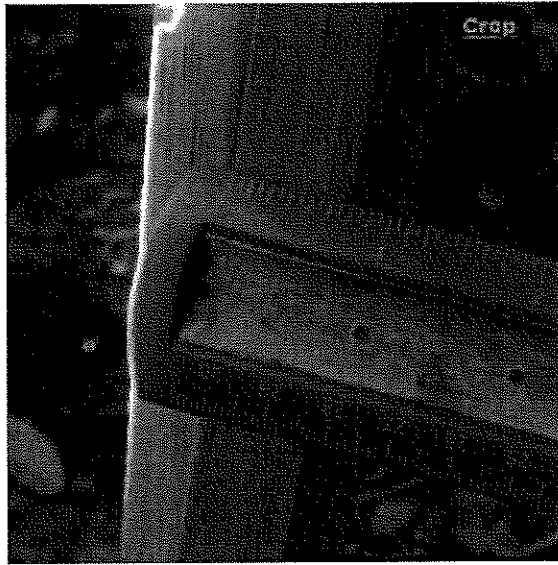
## **Exhibit T – Unauthorized Furring Strips & Missing Insulation at Omega Villas**

This exhibit documents the unauthorized installation of wall-mounted furring strips observed on May 2, 2025, at Unit Building 10, Unit #48 in Omega Villas. These furring strips have also been documented on the second-floor roofs throughout Phases 1, 2, and 3 of the subdivision, supported by both photographic evidence and multiple witness testimonies from affected unit owners. The furring strips are not approved in the \$4.85 million Austro Construction contract signed on January 17, 2023, which only permits 1x2 furring strips for fascia support. The image below confirms a 1x2 furring strip being used vertically on siding structures.

### **Legal Significance:**

- **No owner vote was conducted for material alteration under FS §718.113(2).**
- **The Austro contract makes no mention of vertical furring strips or siding system changes.**
- **These alterations directly interfere with window systems, triggering unapproved owner costs.**
- **Documentation of the strip on the whistleblower's own unit strengthens claims of systemic construction fraud and concealment.**

- Figure 1 – Photo taken May 2, 2025, showing 1x2 furring strip with ruler for scale:

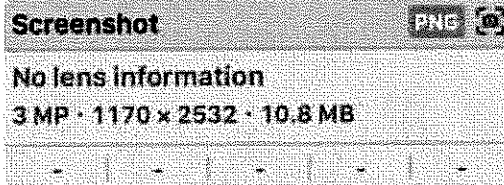


Add a Caption

Friday • May 2, 2025 •  
11:44 AM

Adjust

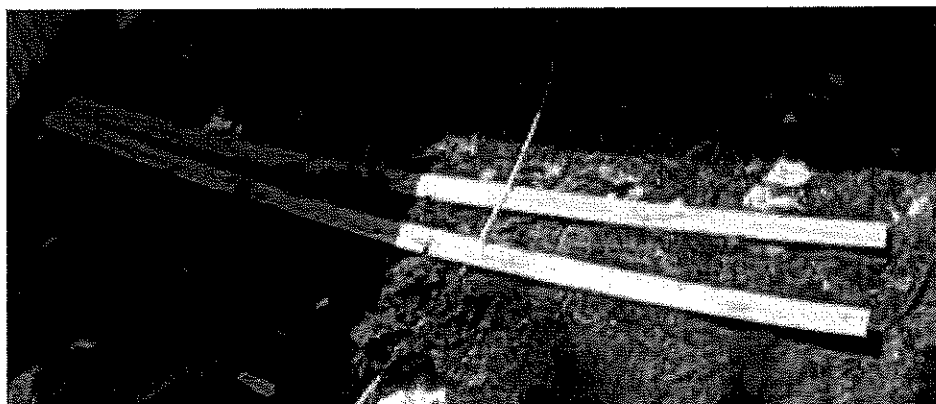
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Add a location...



**Figure 2: Furring Strips Left Laying In My Back Yard – (subtle message)?**





**Figure 3: Furring Strips Installed On My Home, Other Phase 2 & Phase 1 Buildings**



**Legal Significance:**

- *No owner vote was conducted for material alteration under FS §718.113(2).*
- *The Austro contract makes no mention of vertical furring strips or siding system changes for 1<sup>st</sup> & 2<sup>nd</sup> Floor Frame Wall Scopes.*
- *These alterations directly interfere with window systems, triggering unapproved owner costs.*

- *Documentation of the strip on the whistleblower's own unit strengthens claims of systemic construction fraud and concealment.*

## **Part II: Historic Neglect & Regulatory Warnings (Pre-Remodeling Era)**

This section documents earlier city enforcement actions that warned of systemic maintenance failures across the community, particularly between 2008 and 2013. These citations show that structural, electrical, and habitability concerns were known well before the recent construction cycle and may have been ignored, suppressed, or cosmetically masked without proper remediation.

### **Key Record:**

- **Date:** March 1, 2013
- **Citation:** CE13-00431
- **Type:** Code Enforcement
- **Violation:** Sec. 27-649 – Complaint of all buildings/residences not being maintained.
- **Location:** 1713 NW 72 Ave (Phase 3)
- **Status:** Closed

### **Interpretation:**

- This citation refers to *all buildings/residences*, indicating community-wide deterioration.
- Despite this citation, there is no record of a phase-wide maintenance plan, inspection follow-up, or coordinated infrastructure upgrades being implemented until many years later.
- The citation was simply marked "Closed" without public record of meaningful remediation, reinforcing a pattern of performative compliance rather than structural correction.

This supports the whistleblower's claims that many of the current building violations are the result of years of deferred maintenance and cosmetic-only remediation efforts approved without owner consent or engineering transparency.

Further documentation from the 2009 city citation PDF and related spreadsheet data is on file to demonstrate the volume and scope of historical citations, particularly in Phase 2.



### **⚠ Additional Construction Defects: Missing Roof Insulation**

Video and photographic evidence confirms that multiple second-floor roof sections across Phases 1–3 were reconstructed without required roof insulation. The insulation void was discovered through access panel footage recorded by the whistleblower, and corroborated through personal inspection of Unit #48 in Phase 2. This omission violates Florida Building Code insulation standards and materially alters the community’s energy efficiency, comfort, and long-term HVAC lifespan.

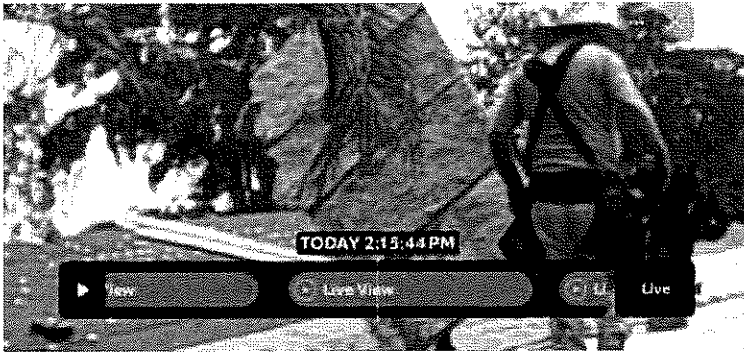
#### **Legal Significance:**

No insulation scope was approved or voted on by unit owners. Austro Construction’s signed contract does not include the removal or omission of existing insulation. These unpermitted changes add to the broader allegation of concealed construction alterations that impact homeowner obligations, HVAC costs, and legal compliance.

**Figure 2: May 2<sup>nd</sup>, 2025 - Images Of Missing Roof Insulation On Whistleblower's Unit**



**Figure 2.1: April 30<sup>th</sup>, 2025 - Images of Removal of Roof Insulation On Whistleblower's Unit**



**Figure 2.2: Contractor Removing Roof Deck Plywood And Replacing With No Insulation On Whistleblower's Unit**

**<https://youtu.be/D6TZNDRB6l0?si=j6nDe5taIXGQWPIb>**