

August 25, 2025

CORRECTED NOTICE FROM 8/22/25 VIA EMAIL

Shawn Martin
1760 NW 73rd Avenue #48
Plantation, FL 33313-4433

SENT VIA CERTIFIED MAIL RRR AND EMAILS
Shawn Martin: sem2000s@gmail.com
Shawn Martin: smartin@isccompany.net

Re: Omega Villas / Shawn Martin – 1760 NW 73 AVE #48 PLANTATION FL 33313
Demand for Access to finish Stucco work outside of your Unit required by certification

Dear Mr. Martin:

As you know this Firm represents Omega Villas Association, Inc. Please direct any future communication regarding this matter to this Firm. As a Board member, you know that the Association is engaging in their 40-year certification and received notice on Friday, August 22, 2025 to provide access only on August 29, 2025 and this is to clarify and avoid any confusion that that there is only one day demanded herein to unlock your gate to have Austro finish the stucco on the outside of your unit.

Despite your improper belief that you can preclude the Association from engaging in the work necessary to complete the 40-year certification, the Association has every right to gain access to your property and engage in the necessary work to complete their 40-year certification, without the requirement of an emergency. The following emails were sent to me today reflecting your refusal again to provide access.

On Thu, Aug 21, 2025 at 10:39 AM Dorin Frai <dfrai@yahoo.com> wrote:

Hi Shawn
Why did you stop our guys from working on the concrete walls at the end of the building?
Let me know
Dorin Frai
Cel 954-663-5944

On Thursday, August 21, 2025, 6:17 PM, Shawn Martin <sem2000s@gmail.com> wrote:

Subject: Re: Access / Work on Walls

Dorin,

Any questions about construction access or scope need to be directed to the Association's legal counsel. As you know, your firm's work is already under review by state and federal authorities, as well as Chase Manhattan Bank.

For clarity: **I have removed all access to my unit and surrounding areas short of a court order.** That remains the standing condition. If your team has concerns, I suggest you coordinate with the CAM and the Association's attorney.

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Please be advised that the certification work for your Association, requires access to the outside of your unit to finish the Stucco work located in the limited common elements and DOES NOT REQUIRE AN EMERGENCY OR A COURT ORDER. This portion of the property is maintained by the Association and your refusal to open your gate to allow access to the side of your house is precluding the Association from completing their obligations pursuant to the Declaration and Florida law. Your failure and/or refusal to allow the Contractor, Austro, from perform the necessary work on the outside of your unit is a violation of the Florida Statutes and the Association governing documents. Moreover, your demands have absolutely no validity as you have provided no documentation, case law, references to the governing documents or statutory references to support your position of an emergency or court order.

As you were previously advised in writing, Article XIV(C)(4) of the Omega Declaration states; Each unit owner agrees as follows: 4. To allow the Management Firm, the Board or the agents or employees of the Management Firm or the Association to enter into any unit **for the purpose of maintenance, inspection**, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine in case of emergency circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

No where in that provision does it say that “only in the case of emergency” can the Association have access. In fact, it states that the Association has the right of access for **MAINTENANCE, INSPECTION, REPAIR, REPLACEMENT OF THE IMPROVEMENTS WITHIN... LIMITED COMMON ELEMENTS ...**

Section 718.111(5), Florida Statutes, provides that “the association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to common elements or to a unit or units.” The Austro construction people were there during normal business hours when you stopped them from doing their job.

The right of access is irrevocable and numerous excuses for failing to provide access have been rejected by the Department of Business and Professional Regulation’s Condominium Section. *See Costa Bella Assoc., Inc. v. Simmons*, et al, Arb. Case No. 02-4624, Final Order (June 7, 2002) (in light of the irrevocable nature of the right of association access, numerous defenses have been considered and rejected, including: distrust of association personnel, fear that property will be

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damaged or stolen by persons gaining access, and even the claim that the owner keeps national defense secrets secured in his unit).

An impermissible denial of access occurs where a unit owner seeks to place conditions upon the association's access to his or her unit. *Park Lake Towers Condo. Ass'n, Inc. v. Halley*, Arb. Case No. 2003-08-3367, Amended Final Order on Motions for Attorney's Fees (January 28, 2004) (Where the association sought access to the respondent's unit in order to fix a plumbing assembly, and where the respondent directed that the association would only be permitted access upon providing proof of insurance and a valid building permit, the respondent was held to have denied access to the unit.) Unit owners may be required to provide the Association with keys to their units, because the right of access is for the protection of all units within a building and the owner of one unit may not be available to give permission at the time of an emergency. *Costa Bella Ass'n, Inc. v. Scuteri*, Arb. Case No. 02-4624, Final Order (June 7, 2002).

It is inexcusable that as a board member, that you continue to violate the Declaration and Florida Statutes and set a really bad example to your fellow unit owners. **Demand is hereby made that you provide access on August 29, 2025 at 10:00 a.m. for Austro to complete the stucco work on the end of the outside your building. Austro advised this Firm that they WILL BE FINISHED WITH STUCCO THIS WEEK ON PHASE 2 AND YOU ARE THE ONLY UNIT OWNER PREVENTING THEM FROM FINISHING THE STUCCO WORK.** Demand is made that you unlock the gate as these delays in getting the stucco completed, may cost the Association additional daily fines from the City. Refusal to allow access and/or continue to impede the work, will force the Association to seek injunctive relief and damages against you to gain access, and damages for any unnecessary expenses incurred by the Association from their vendors or City fines, all of which will be incurred due to your illegal conduct. Failure to cooperate and **allow the work to be completed on or before August 29, 2025**, will result in the Association having no choice but to proceed with a lawsuit, arbitration, or further legal action to compel compliance and to recoup their damages. Should they be forced to seek legal relief, you may also be held responsible for any attorney's fees and costs again.

Very Truly Yours,
/s/ Rhonda Hollander

Rhonda Hollander, Esq.
For the Firm
RH/bms

cc: Board of Directors, Management, Austro, S&D Engineering

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