

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES, AND MOBILE HOMES

IN RE: PETITION FOR ARBITRATION

CASE NO:

OMEGA VILLAS
CONDOMINIUM ASSOCIATION, INC.

Petitioner

v.

SHAWN MARTIN

Respondent

2025 AUG 14 AM 10:47

MANDATORY NON-BINDING PETITION FORM

The original emergency petition for arbitration, which shall be accompanied by a \$50.00 filing fee and one copy for the respondent, shall be mailed to:

Department of Business and Professional Regulation
Attn: Arbitration Section
Capital Commerce Center
2601 Blair Stone Road
Tallahassee, FL 32399-1030

In the case of a condominium dispute, Petitioner shall attach a complete copy of the current bylaws, articles of incorporation, declaration of condominium, and rules and regulations, including any amendments to each, as well as any other documents that are pertinent to the petition for each respondent.

The petitioner files this arbitration petition and states as follows.

The name of the association is

OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC.
1713 NW 72ND AVE.
PLANTATION, FL 33313

The name and address of the association's qualified representative or attorney is:

Rhonda Hollander, Esq.
Hollander, Goode & Lopez, PLLC
314 South Federal Highway
Dania Beach, FL 33004

The name, mailing address, and phone number, if known, of each Respondent (if Respondent is an association, give the name and address of the president or the secretary of the association or the registered agent of the association):

Shawn E. Martin
1760 NW 73rd Ave #48
Plantation, Florida 33313

The arbitrator only has jurisdiction over those complaints which meet the definition of "dispute" in section 718.1255, Florida Statutes. Check the appropriate sub-section from section 718.1255(1), Florida Statutes, which provides the jurisdictional basis of your dispute:

(1) **DEFINITIONS.**-- As used in this section, the term "dispute" means any disagreement between two or more parties that involves:

- (a) The authority of the board of directors, under this chapter or association document to:

XXX 1. Require any owner to take any action, or not to take any action, involving that owner's unit, or the appurtenances thereto.

A dispute does not include any disagreement that primarily involves: title to any unit or common element; the interpretation or enforcement of any warranty; the levy of a fee or assessment; the collection of an assessment levied against a party; the eviction or other removal of a tenant from a unit; alleged breaches of fiduciary duty by one or more directors; or claims for damages to a unit based upon the alleged failure of the association to maintain the common elements or condominium property.

STATEMENT OF THE FACTS

Explain the dispute, including all relevant facts. Each fact must be set forth in a separate paragraph. Be sure to attach copies of all relevant documents as exhibits to the petition. (If more space is needed, attach a separate sheet of paper):

1. The Petitioner, OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., (hereafter "Omega Villas") is a Condominium Association, organized pursuant to the provisions of Declaration of Condominium and Section 718, Florida Statutes, for the purpose of administrating the property within the community known as the Omega Villas, a condominium.
2. The Respondent, Shawn E. Martin, is the owner of the unit located at 1760 NW 73rd Ave #48, Plantation, Florida 33313 in Omega Villas and is obligated to comply with the provisions of the Association's Declaration, By-Laws, Rules and Regulations and other governing documents.
3. The Association is in the process of completing their forty (40) year certification. The City of Plantation is fining each phase of the Association daily for not completing their forty (40) year certification timely. Although Respondent is on the board and fully aware of the Association's situation, he is refusing the Association access to inspect his windows (as required by the certification process) and is demanding that the Association obtain a Court Order to inspect his unit.
4. The Omega Villas Declaration states in Article XIV(C)(1): Each unit owner agrees as follows: **To maintain in good condition and repair his unit and all interior surfaces within his unit, and the entire interior of his unit** (including, where applicable, a storage room, entry way, porch, patio or room, and any screening thereof, whether same is a portion of a unit or a limited common element of a unit, subject to the provisions of Article XV of this Declaration, ... within the unit,

electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors, windows, screening and glass, all exterior doors (except the painting of the exterior of exterior doors shall be a common expense of the Condominium)...

5. Article XIV(C)(4) of the Omega Declaration states: Each unit owner agrees as follows: 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.
6. This section of the Declaration clearly makes the unit owners responsible to maintaining in good condition and repair the windows in the unit. Failure to do so, would result in the unit owner having to purchase new windows to be installed during the forty (40) year certification.
7. On or about June 20, 2025, the Special Engineers came to the Respondents unit to inspect his unit (and all of the units in that phase). When they came to the property, they came upon a notice posted on the fence door stating "NOTICE – PRIVATE PROPERTY No Entry is Permitted without written owner present. Unauthorized entry will be treated as trespassing and may end in legal action." A copy of the pictures is attached hereto as Exhibit "B".
8. In response to Respondent's actions, the Association had the undersigned attorney send the enclosed letter dated July 31, 2025 marked Exhibit "C", demanding access to complete the certification and provided a date in the future of August 12, 2025 at 10:00 a.m.
9. In response, Respondent sent an email to approximately 100 people, including the DBPR representatives (including Richard Otway) and enclosed the undersigned's letter entitled SUBJECT: RE: UNAUTHORIZED INSPECTION ATTEMPT – NO ENTRY WITHOUT A COURT ORDER. A copy of the email is enclosed as "Exhibit "D".
10. The email marked Exhibit "D" was followed on the same day with another email to over 100 people, entitled SUBJECT: LAW ENFORCEMENT NOTICE: NO ENTRY WITHOUT COURT ORDER – ONGOING LEGAL & REGULATORY OVERSIGHT. In this email, Mr. Martin reasserts his position that the Association must obtain a court order to gain entry into his backyard to inspect his windows for the 40-year certification. A copy of that email is attached hereto as Exhibit "E".
11. Respondent is on the Board and knows that the Association is required to complete their Forty (40) year certification. Despite Petitioner providing a specific date and time to allow the inspection, when the Association's Engineer and Property Manager came to Respondent's unit on August 12, 2025 at 10:00 a.m., Respondent was not on property and did not answer the door. The Engineer and Manager waited for over an hour to gain entry for the inspection, but Respondent did not provide entry into the unit for the inspection of his windows nor provide any alternative dates or times for entry.
12. In accordance with Article XIV(C)(1) of the Declaration, the unit owners are responsible to maintain their windows in good condition and repair the windows. Once the Engineer/Special Inspector has inspected the window and the windows fail, the unit owner is required to purchase a new window(s) as old forty-year (40) or fifty (50) year old windows cannot be reinstalled as

they will cause damage to Association property as well as a cause a hazard to the health of the occupants in the units.

13. The Florida Statutes and Declaration are clear that the Unit Owner and any occupant are obligated to cooperate with the Association and allow access for entry for the Association to inspect the unit, and make necessary repairs, or to prevent damage to the common elements or other units.
14. 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."
15. 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 damaged or stolen by persons gaining access, and even the claim that the owner keeps national defense secrets secured in his unit).
16. 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).
17. Despite demand for the Respondent to provide access and giving him weeks to coordinate a date and time set in the demand so that the Engineers and contractors could inspect, the Respondent continues to argue that the Association is not entitled to access without a court order.
18. As a result of Respondent's breaches, the Association has been damaged and will be irreparably harmed if Respondent's violations are not enjoined. Not only will they be unable to complete their forty (40) year certification, but they are being fined daily in the amount of \$250.00 per day and \$7,500.00 per month. Should Respondent continue to be allowed to preclude access and/or refuse to pay for the window replacement, as he is responsible to replace the windows per the Declaration, the Association will continue to be fined until he complies and will be forced to pay for his windows, if they are able, in order to stop the fines from continuing to accrue daily.

If the dispute involves the collection of a fine previously imposed by the association pursuant to section 718.303(3) or section 719.303(3), Florida Statutes, include those facts which show that the association already has complied with the notice and hearing requirements of the applicable statute: NONE