



H O L L A N D E R · G O O D E · L O P E Z

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Shawn Martin
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SENT VIA CERTIFIED MAIL RRR AND EMAIL

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 your Unit

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 you know, as a Board member, the Association is engaging in their 40-year certification on all four phases. In fact, as you are well aware, the Association is being fined daily for each phase of the Association.

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.

Please be advised that the procedure established by the Engineer and contractor requires access to your unit for any future work requires access to the common elements and/or to parts of the unit which were to be maintained by the unit owner, but through the years, no maintenance was done. Your failure and/or refusal to allow the Association's vendors to perform the necessary work on your unit is a violation of the Florida Statutes and the Association governing documents.

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

Moreover, 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 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).

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)

Astro and the Association Engineers and/or any other vendors required to perform work for the 40-year certification will continue to access your property for that purpose. Demand is hereby made that you immediately provide access for the inspection as the documentation reflects that you improperly denied access. This will cause the association to incur more engineering fees to come out to inspect only your property and the delays in getting the windows that you apparently already paid a deposit for, but now for unknown reasons, refuse entry and refuse to pay the additional funds to purchase the lower windows for your unit. As a result of your actions, the inspection could not be performed and refusing access to Astro and S&D is illegal as set forth above. Immediate access must be provided by contacting the manager, Diana at info@yourmanagementservices.com, and Dorin Frai at dfrai@yahoo.com and Larry at Larry@s-deng.com to coordinate the inspection and completion of the payment for the lower windows, if they fail after the inspection. Further attempts to impede the work required will result in the Association seeking damages against you and your unit for the increased money to have the Engineers come back for inspection and any increased daily fines which may be incurred due to your conduct. Failure to cooperate 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 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