



Shawn Martin <sem2000s@gmail.com>

Subject: Supplemental Evidence Submission — DBPR Case 2025-06-1476**Shawn Martin** <sem2000s@gmail.com>

Wed, Jan 7, 2026 at 2:46 PM

To: "Esq. Carlos Lopez" <carlos@hgl-law.com>, Shawn Martin <smartin@isccompany.net>, Arbitration CTMH <Arbitration.CTMH@myfloridalicense.com>, "Esq. Rhonda Hollander" <rhonda@hgl-law.com>

Cc: "Cc:Melanie.Griffin@myfloridalicense.com" <Melanie.Griffin@myfloridalicense.com>, Counsel <DBPR.GeneralCounsel@myfloridalicense.com>, "Matthew.Collier@myfloridalicense.com" <Matthew.Collier@myfloridalicense.com>, OIG <oig@myfloridalicense.com>, Richard Otway <Richard.Otway@myfloridalicense.com>, usafls.citizens@usdoj.gov, public.integrity@usdoj.gov, oig.doj@usdoj.gov, inspectorgeneral@eog.myflorida.com, crt@usdoj.gov, oag.civilrights@myfloridalegal.com, citizenservices@myfloridalegal.com, "Press@MyFloridaLegal.com" <Press@myfloridalegal.com>, "askus@sa17.state.fl.us" <AskUs@sa17.state.fl.us>, "ACAP@Floridabar.org" <acap@floridabar.org>, cig@eog.myflorida.com, Tina Polsky <POLSKY.TINA@flsenate.gov>, Office of Senator Sharief <SHARIEF.BARBARA.WEB@flsenate.gov>, marie.woodson@myfloridahouse.gov, pizzo.jason@flsenate.gov, christine.hunschofsky@myfloridahouse.gov, lisa.dunkley@myfloridahouse.gov, daryl.campbell@myfloridahouse.gov, boyd.jim.web@flsenate.gov, osgood.rosalind.web@flsenate.gov, District32osgood@flsenate.gov, jones.shevrin.web@flsenate.gov, calatayud.alexis.web@flsenate.gov, bradley.jennifer.web@flsenate.gov, stewart.linda.web@flsenate.gov, rodriguez.anamaria.web@flsenate.gov, tiffany.esposito@myfloridahouse.gov, juan.porras@myfloridahouse.gov, jennifer.canady@myfloridahouse.gov, joel.rudman@myfloridahouse.gov, carolina.amesty@myfloridahouse.gov, daniel.perez@myfloridahouse.gov, wyman.duggan@myfloridahouse.gov, chip.lamarca@myfloridahouse.gov, askcityhall@plantation.org, "IA@psd.plantation.org" <IA@psd.plantation.org>, "WDorr@psd.plantation.org" <WDorr@psd.plantation.org>, sao17@sao17.state.fl.us, Connie Fossi <connie.fossi@nbcuni.com>, tips@cnn.com, viewermail@newshour.org, press.office@theguardian.com, reporters@miamiherald.com, msnbctvinfo@nbcuni.com, investigates@cbsnews.com, news.tips@abc.com, newstips@cbsnews.com, cnn.tips@cnn.com, newstips@sunsentinel.com, consumeralerts@fdic.gov, customer.assistance@occ.treas.gov, antitrust.complaints@usdoj.gov, ComplaintsOffice@hud.gov, investorrelations@jpmchase.com, reportfraud@wellsfargo.com, jpmhelp@jpmorgan.com, miranda.caruso@bofa.com, investorrelations@citi.com, fraud_help@usbank.com, media@truist.com, media.relations@pnc.com, investorrelations@morganstanley.com, fraud_reporting@freddiemac.com, investorrelations@rocketcompanies.com, compliance@mrcooper.com, compliance@loandepot.com, compliance@freedommortgage.com, communications@newrez.com, "mediarelations@onitygroup.com" <mediarelations@onitygroup.com>, legal@pnmac.com, legal@caliberhomeloans.com, compliance@firstam.com, mediarelations@stewart.com, corporatelegal@oldrepublictitle.com, customerexperience@wltic.com, dianna_higgins@mgic.com, legal@radian.com, compliance@nationalmi.com, sfearon@archgroup.com, legal@rushmorelm.com, legal@figure.com, "popularnet@popular.com" <popularnet@popular.com>, "popularnet@bpop.com" <popularnet@bpop.com>, "pbcondodepositops@popular.com" <PBCondodepositops@popular.com>, "pabloansupport@popular.com" <PABLoanSupport@popular.com>, "pbcondolockbox@popular.com" <PBCondoLockbox@popular.com>, info@pogo.org, action@aclu.org, press@whistlebloweraid.org, Justin Smulison <info@whistleblowers.org>, info@flcga.org, tips@levernews.com, info@floridabulldog.org, tips@theappeal.org, grassroots@commoncause.org, tips@publicintegrity.org, info@openthegovernment.org, "patrick@pk80.com" <Patrick@pk80.com>, txhoareform@gmail.com, Government Accountability Project <info@whistleblower.org>, info@thesignalsnetwork.org, contact@consumerwatchdog.org, info@bettergov.org, info@freedom.press, Info <info@whistleblowersofamerica.org>, naomi.seligman@valuesunited.org

Subject: Supplemental Procedural Update & Record Materials – Case No. 2025-06-1476

Good afternoon,

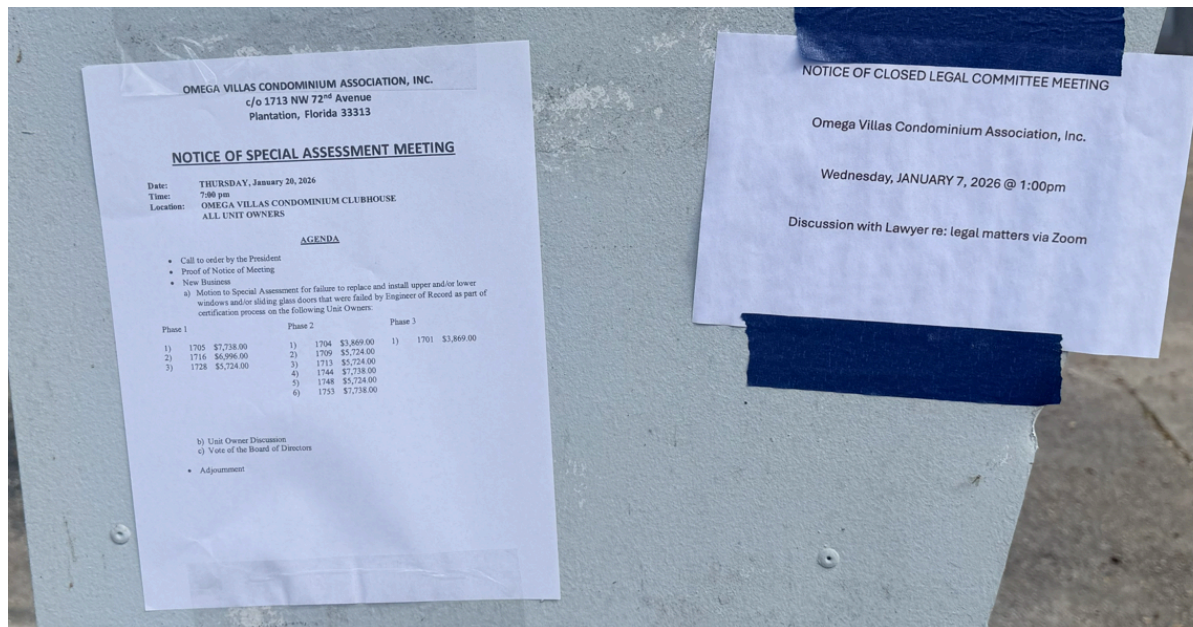
This email serves as a supplemental procedural update in the above-referenced DBPR arbitration matter.

As previously noted, twelve (12) pages were successfully transmitted via fax and have now been filed for inclusion in the arbitration record. Those pages consist of the fax cover memorandum and the first two pages of my corresponding email, which summarize and reference the complete submission package already transmitted electronically and held by all relevant parties, including the Office of Insurance Regulation (OIR). ***The entire package is reattached to this email as the final copy for the public record which includes second copy of documentation that was faxed and faxed receipt.***

Since that filing, I have received additional notices that I am providing for record purposes to document contemporaneous Association activity occurring during the pendency of this arbitration:

- **Notice of a private Board legal committee meeting**, scheduled for today at 1:00 p.m., as posted on the community mailbox.
- **Notice of a special assessment meeting** applicable to certain units in **Phases 1 through 3**, reflecting targeted assessment activity.
- **Special assessment correspondence received by mail from Your Management Services and/or Juda Eskew & Associates**, providing additional detail regarding the assessment process and affected units. ***Attached example PDF below for the record on all parties to this email.***

Photos of the Mailbox Notices to All Owners (yet all owners don't live on the property):



For clarity, while my unit is not listed among the units subject to the referenced special assessment, these materials are provided to ensure the record accurately reflects the timing, scope, and nature of Association actions occurring during this proceeding.

These materials are submitted solely to preserve the procedural record and are not intended to supplement argument.

Please confirm receipt of this update and the associated materials at your convenience.


Respectfully,

Shawn Martin

Unit Owner & Whistleblower – Omega Villas Condominium Association

[Quoted text hidden]

3 attachments

 **20260107_ATT_N_ Kevin C. Beuttenmueller, Sr. Attorney.pdf**
1127K

 **Final Arbitration Package 1.7.26.pdf**
2057K

 **1760 NW 73 AVENUE - SHAWN MARTIN.pdf**
1050K

*** Send Results ***

Sending is complete.

Job No. 4712
Address 8504870870
Name
Start Time 01/07 11:48 AM
Call Length 05'02
Sheets 12
Result OK

FAX COVER MEMO

DBPR Arbitration – Final Submission

TO:

Florida Department of Business & Professional Regulation
Division of Condominiums, Timeshares & Mobile Homes

ATTN:

Kevin C. Beuttenmueller, Sr. Attorney

FAX:

850-487-0870

FROM:

Shawn Martin

Unit Owner – Omega Villas Condominium Association

DATE:

January 7, 2024

TOTAL PAGES (Including Cover):

Fax 1 = Exhibit 1 not in fax, Contents of Support for Final Determination = 9 pages

Fax 2 = Copy of Email to DBPR Arbitration to Federal Oversight to all email recipients, Exhibit 1 & Complete Contents of Support for Summary of Final Determination = 40 pages

CASE NO.:

2025-06-1476

RE:

Respondent's Final Submission in Support of Summary Final Determination

MEMO:

Please accept this fax as Respondent's final submission in the above-referenced DBPR

 **FAX COVER MEMO**

DBPR Arbitration – Final Submission

TO:

Florida Department of Business & Professional Regulation
Division of Condominiums, Timeshares & Mobile Homes

ATTN:

Kevin C. Beuttenmueller, Sr. Attorney

FAX:

850-487-0870

FROM:

Shawn Martin

Unit Owner – Omega Villas Condominium Association

DATE:

January 7, 2024

TOTAL PAGES (Including Cover):

Fax 1 = Exhibit 1 not in fax, Contents of Support for Final Determination = 9 pages

Fax 2 = Copy of Email to DBPR Arbitration to Federal Oversight to all email recipients, Exhibit 1 & Complete Contents of Support for Summary of Final Determination = 40 pages

CASE NO.:

2025-06-1476

RE:

Respondent's Final Submission in Support of Summary Final Determination

MEMO:

Please accept this fax as Respondent's final submission in the above-referenced DBPR arbitration matter. The enclosed materials are submitted for inclusion in the official arbitration record and consist of the Respondent's written submission and supporting agency correspondence.

Please confirm receipt.

SIGNATURE:

Shawn Martin

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION
Div. of Condominiums, Timeshares, & Mobile Homes**

Omega Villas et al,
Petitioner,

v.

Case No.: 2025-06-1476

Shawn Martin,
Respondent, pro se.

**RESPONDENT'S SUBMISSION IN
SUPPORT OF SUMMARY FINAL
DETERMINATION, SANCTIONS, AND
RESTORATION OF COUNTERCLAIMS**

**I. PROCEDURAL POSTURE AND AUTHORITY FOR
SUMMARY DETERMINATION**

1. This submission is filed pursuant to the Arbitrator's express directive that each party submit a summary-judgment memorandum with actionable relief by January 7, and that the Arbitrator would adopt the relief supported by the law, record, and equities.

2. Condominium arbitration permits resolution as a **matter of law** where no genuine dispute of material fact exists, and expressly allows consideration of **post-filing conduct** that bears on bad faith, credibility, jurisdiction, and entitlement to relief.
3. The Association's **post-hearing conduct—passing and enforcing a special assessment against Respondent's unit for the very subject under arbitration—materially alters the record** and independently warrants summary disposition, sanctions, and restoration of Respondent's complete non truncated. Answer into and counterclaims.

II. UNDISPUTED MATERIAL FACTS

4. Petitioner initiated this proceeding alleging Respondent's windows had "failed" and required replacement.
5. **100% of the windows inspected by the Association were deemed "failed."**
6. Every unit owner has either:
 - a. Already replaced windows at personal expense; or
 - b. Been compelled to do so through enforcement threats or legal action.
7. While this arbitration was pending, Petitioner **passed and levied a special assessment** against Respondent's unit for window replacement.
8. The assessment is based **entirely on the same factual allegations currently before this Arbitrator.**
9. Petitioner **did not obtain a vote of the unit owners**, despite such a vote being required by the Declaration, Bylaws, and Florida law.
10. These facts are established by Petitioner's own notices, agendas, and assessment documents.

III. PETITIONER COMES BEFORE THIS TRIBUNAL WITH UNCLEAN HANDS AND IS BARRED FROM RELIEF

11. Florida law is unequivocal:

"The doctrine of unclean hands closes the doors of equity to one tainted with inequitable conduct relative to the matter for which relief is sought."

Congress Park Office Condos II, LLC v. First-Citizens Bank, 105 So. 3d 602, 608 (Fla. 4th DCA 2013).

12. Equitable relief must be denied where a party acts **fraudulently, illegally, or in bad faith** in the transaction at issue.

Hauer v. Thum, 67 So. 3d 1133, 1136 (Fla. 3d DCA 2011).

13. The Florida Supreme Court has long held that **a party may not benefit from its own wrongdoing**.

McCoy v. Love, 382 So. 2d 647, 649 (Fla. 1979).

14. Federal equity principles—persuasive and routinely applied by Florida courts—hold the same:

“He who comes into equity must come with clean hands.”

Precision Instrument Mfg. Co. v. Automotive Maintenance Mach. Co., 324 U.S. 806, 814 (1945);

Keystone Driller Co. v. General Excavator Co., 290 U.S. 240, 245 (1933).

15. By imposing and enforcing a special assessment **during the pendency of arbitration**, on the same subject matter:

- Petitioner prejudged the outcome;
- Attempted to moot this proceeding;
- Retaliated against Respondent for asserting statutory rights; and
- Demonstrated that financial coercion—not compliance—was the true objective.

16. This conduct is directly related to the relief sought and **bars Petitioner from equitable or discretionary relief as a matter of law**.

IV. HOA / CONDOMINIUM DEFERENCE IS FORFEITED BY BAD FAITH AND ILLEGALITY

17. Associations are entitled to deference **only when acting within authority, in good faith, and in compliance with governing documents**.

18. The Florida Supreme Court has made clear:

“An association’s authority is strictly limited to that granted in the declaration and statutes.”

Cohn v. The Grand Condominium Ass’n, Inc., 62 So. 3d 1120, 1122 (Fla. 2011).

19. Where an association acts outside that authority, **its actions are void.** *Id.*
20. The business judgment rule does not protect decisions that are illegal or taken in bad faith.
Hollywood Towers Condo. Ass'n v. Hampton, 40 So. 3d 784, 786 (Fla. 4th DCA 2010).
21. Judicial deference **ends when governing documents are violated.**
Pudlit 2 Joint Venture, LLP v. Westwood Gardens HOA, 169 So. 3d 145, 148 (Fla. 4th DCA 2015).
22. Rules and enforcement actions must be **reasonable, evenly applied, and made in good faith.**
Hidden Harbour Estates, Inc. v. Norman, 309 So. 2d 180, 182 (Fla. 4th DCA 1975).
23. Petitioner's conduct—no owner vote, universal “failures,” and retaliatory assessment during arbitration—fails every prerequisite for deference.

V. THE SPECIAL ASSESSMENT IS VOID AS A MATTER OF LAW

24. Florida statutes strictly regulate assessments and subordinate board authority to the declaration.
§§ 718.112(2)(c), 718.116, 718.303(1), Fla. Stat.
25. The Florida Supreme Court has held that assessments imposed contrary to governing documents are **invalid and unenforceable.**
Avila South Condo. Ass'n v. Kappa Corp., 347 So. 2d 599, 607 (Fla. 1977).
26. Ultra vires acts by associations are **void ab initio.**
Mariner's Cove Condo. Ass'n v. Travelers Indem. Co., 692 So. 2d 919, 921 (Fla. 3d DCA 1997).
27. Where owner approval is required, a board **may not impose a special assessment by fiat.** **Beachwood Villas Condo. v. Poor**, 448 So. 2d 1143, 1145 (Fla. 4th DCA 1984).
28. Because Petitioner failed to obtain the required owner vote, the assessment is **void as a matter of law** and must be declared unenforceable.

VI. THE “100% WINDOW FAILURE” FINDING IS PRETEXTUAL AND EVIDENCE OF BAD FAITH

29. Florida courts recognize that **outcome-driven or blanket enforcement** evidences improper motive.
30. Uniform enforcement that ignores individual conditions is arbitrary and unreasonable. **Chattel Shipping & Inv., Inc. v. Brickell Place Condo. Ass'n**, 481 So. 2d 29, 31 (Fla. 3d DCA 1985).
31. Selective or retaliatory enforcement undermines legitimacy and warrants judicial intervention.
White Egret Condo., Inc. v. Franklin, 379 So. 2d 346, 350 (Fla. 1979).
32. The claim that **100% of inspected windows failed**, followed by universal replacement, supports a finding of **pretext rather than compliance enforcement**.

VII. INTERFERENCE WITH ARBITRATION AND VIOLATION OF THE STATUS QUO

33. Parties to arbitration must refrain from conduct that **prejudices the proceeding or renders it meaningless**.
Shotts v. OP Winter Haven, Inc., 86 So. 3d 456, 472 (Fla. 2011).
34. Actions taken to undermine arbitration violate public policy.
Prima Paint Corp. v. Flood & Conklin Mfg. Co., 388 U.S. 395, 404 (1967).
35. By imposing financial penalties mid-arbitration, Petitioner interfered with this Tribunal's authority and the integrity of the process.

VIII. RESTORATION OF RESPONDENT'S COUNTERCLAIMS IS REQUIRED

36. Florida law permits consideration of **post-filing conduct** where it confirms allegations of bad faith or abuse of process.
Capitol Environmental Servs., Inc. v. Earth Tech, Inc., 25 So. 3d 593, 596 (Fla. 1st DCA 2009).
37. Dismissal does not bar revival where subsequent acts independently establish the claim.
Al-Hakim v. Holder, 787 F. Supp. 2d 19, 29 (D.D.C. 2011) (persuasive authority).
38. The special assessment confirms retaliation, interference, and lack of clean hands, requiring restoration of Respondent's counterclaims and full non truncated answer into the record, which is attached as exhibit #1.

IX. REQUESTED ACTIONABLE RELIEF

Respondent respectfully requests that the Arbitrator enter summary final relief:

- A. Finding Petitioner acted in bad faith and with unclean hands;**
- B. Declaring the special assessment void and unenforceable;**
- C. Enjoining Petitioner from enforcing or collecting it;**
- D. Dismissing Petitioner's claims with prejudice;**
- E. Restoring Respondent's counterclaims to the record;**
- F. Imposing sanctions for arbitration interference and retaliation; and**
- G. Award Legal Consulting Fees to the Respondent.**
- H. Granting such other further additional relief as justice requires.**

X. CONCLUSION

Petitioner's own actions—taken while this arbitration was pending—prove this case was never about compliance or safety. It was about coercion, revenue extraction, and punishment for dissent.

Florida law does not protect such conduct.

Equity forbids it.

And this Tribunal should not reward it.

Summary disposition for Respondent is compelled as a matter of law.

Respectfully Submitted;



**Shawn Martin
Respondent, pro se
1780 Northwest Seventy Third Avenue
Fort Lauderdale, FL 33313
T- (954) 716-0815
E- smartin@isccompany.net**

Certificate of Service Enclosed

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

**OMEGA VILLAS ET AL,
PETITIONER,**

v.

Case No.: 2025-06-1476

**SHAWN MARTIN,
RESPONDENT. PRO SE**

SUMMARY FINAL ORDER

This matter comes before the Arbitrator upon the *Respondent's Submission in Support of Summary Final Determination, Sanctions, and Restoration of Counterclaims* filed on January 7. Having reviewed the record, the undisputed material facts, and the applicable law, the Arbitrator finds as follows:

FINDINGS OF FACT

1. Petitioner initiated this arbitration alleging Respondent failed to replace windows deemed "failed" by the Association.
2. While this proceeding was pending, Petitioner levied a special assessment against Respondent's unit for the replacement of the same windows subject to this arbitration.
3. Petitioner failed to obtain a vote of the unit owners prior to levying said assessment, as required by the governing documents and Florida law.
4. Petitioner's inspection concluded that 100% of the windows inspected had "failed".

CONCLUSIONS OF LAW

1. **Summary Disposition:** Under Florida law, a summary determination is appropriate where no genuine dispute of material fact exists.

2.

Unclean Hands: Petitioner's imposition of a special assessment during the pendency of this arbitration regarding the same subject matter constitutes inequitable conduct. A party seeking equity must come with "clean hands".

3.

Validity of Assessment: An association's authority is strictly limited to that granted in the declaration and statutes. Because Petitioner bypassed the required owner vote, the special assessment is void *ab initio*.

4.

Bad Faith: The timing of the assessment and the blanket "100% failure" finding suggest a retaliatory motive and financial coercion rather than a good-faith effort at compliance.

ORDERED AND ADJUDGED:

- A. Summary Final Relief is granted in favor of the Respondent.
- B. The Special Assessment levied against Respondent's unit for window replacement is hereby DECLARED VOID and unenforceable.
- C. Petitioner is PERMANENTLY ENJOINED from any further attempts to collect or enforce said assessment.
- D. Petitioner's claims in this arbitration are DISMISSED WITH PREJUDICE.
- E. Respondent's Counterclaims and the full non-truncated Answer are hereby RESTORED to the record.
- F. F. The Arbitrator reserves jurisdiction to determine the amount of Sanctions and Legal Consulting Fees to be awarded to the Respondent.

DONE AND ORDERED this _____ day of _____, 2026, in Tallahassee, Leon County, Florida.

Arbitrator Division of Condominiums,
Timeshares, & Mobile Homes

AFFIDAVIT OF SERVICE

State of Florida

County of Broward

The undersigned being duly sworn, deposes and says:

CHRISTOPHER PANTAK is not a party to the action, is over
(name of person serving papers)

18 years of age and resides at 49 A OAK BROOK COMMONS
CLIFTON PARK, NEW YORK 12065
(complete address of person serving papers)

That on JANUARY 7, 2006, deponent served the within
(date of service)
RESPONDENT'S SUBMISSION IN SUPPORT OF FINAL DETERMINATION
AND SANCTIONS AND RESTORATION OF COUNTER CLAIM
(name of document(s) served)

upon OMEGA VILLAS ST AL C/O RHONDA HAUSSER located at
(name of person/corporation served) ESQ
314 SOUTH FERNDALE AVE DANIA BEACH, FL 33004
(complete address where other party/corporation served)

(Select method of service)

☐ Personal Service: by delivering a true copy of the aforesaid documents personally; deponent knew said person/corporation so served to be the person/corporation described.

☒ Service by Mail: by depositing a true copy of the aforesaid documents in a postpaid properly addressed envelope in a post office or official depository under the exclusive care and custody of the United States Postal Service.

Chris Pantak
Signature of person serving papers

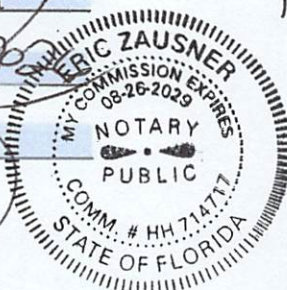
CHRISTOPHER PANTAK
Printed Name

ID: NY DL

Sworn to before me this 7th

day of January

Notary Public





Shawn Martin <sem2000s@gmail.com>

Subject: Supplemental Evidence Submission — DBPR Case 2025-06-1476

Shawn Martin <sem2000s@gmail.com>

Wed, Jan 7, 2026 at 10:16 AM

To: "Esq. Carlos Lopez" <carlos@hgl-law.com>, Shawn Martin <smartin@isccompany.net>, Arbitration CTMH <Arbitration.CTMH@myfloridalicense.com>, "Esq. Rhonda Hollander" <rhonda@hgl-law.com>

Cc: "Cc:Melanie.Griffin@myfloridalicense.com" <Melanie.Griffin@myfloridalicense.com>, Counsel <DBPR.GeneralCounsel@myfloridalicense.com>, "Matthew.Collier@myfloridalicense.com" <Matthew.Collier@myfloridalicense.com>, OIG <oig@myfloridalicense.com>, Richard Otway <Richard.Otway@myfloridalicense.com>, usafls.citizens@usdoj.gov, public.integrity@usdoj.gov, oig.doj@usdoj.gov, inspectorgeneral@eog.myflorida.com, crt@usdoj.gov, oag.civilrights@myfloridalegal.com, citizenservices@myfloridalegal.com, "Press@MyFloridaLegal.com" <Press@myfloridalegal.com>, "askus@sa17.state.fl.us" <AskUs@sa17.state.fl.us>, "ACAP@Floridabar.org" <acap@floridabar.org>, cig@eog.myflorida.com, Tina Polsky <POLSKY.TINA@flsenate.gov>, Office of Senator Sharief <SHARIEF.BARBARA.WEB@flsenate.gov>, marie.woodson@myfloridahouse.gov, pizzo.jason@flsenate.gov, christine.hunschofsky@myfloridahouse.gov, lisa.dunkley@myfloridahouse.gov, daryl.campbell@myfloridahouse.gov, boyd.jim.web@flsenate.gov, osgood.rosalind.web@flsenate.gov, District32osgood@flsenate.gov, jones.shevrin.web@flsenate.gov, calatayud.alexis.web@flsenate.gov, bradley.jennifer.web@flsenate.gov, stewart.linda.web@flsenate.gov, rodriguez.anamaria.web@flsenate.gov, tiffany.esposito@myfloridahouse.gov, juan.porras@myfloridahouse.gov, jennifer.canady@myfloridahouse.gov, joel.rudman@myfloridahouse.gov, carolina.amesty@myfloridahouse.gov, daniel.perez@myfloridahouse.gov, wyman.duggan@myfloridahouse.gov, chip.lamarca@myfloridahouse.gov, askcityhall@plantation.org, "IA@psd.plantation.org" <IA@psd.plantation.org>, "WDorr@psd.plantation.org" <WDorr@psd.plantation.org>, sao17@sao17.state.fl.us, Connie Fossi <connie.fossi@nbcuni.com>, tips@cnn.com, viewermail@newshour.org, press.office@theguardian.com, reporters@miamiherald.com, msnbctvinfo@nbcuni.com, investigates@cbsnews.com, news.tips@abc.com, newstips@cbsnews.com, cnn.tips@cnn.com, newstips@sunsentinel.com, consumeralerts@fdic.gov, customer.assistance@occ.treas.gov, antitrust.complaints@usdoj.gov, ComplaintsOffice@hud.gov, investorrelations@jpmchase.com, reportfraud@wellsfargo.com, jpmmhlp@jpmorgan.com, miranda.caruso@bofa.com, investorrelations@citi.com, fraud_help@usbank.com, media@truist.com, media.relations@pnc.com, investorrelations@morganstanley.com, fraud_reporting@freddiemac.com, investorrelations@rocketcompanies.com, compliance@mrcooper.com, compliance@loandepot.com, compliance@freedommortgage.com, communications@newrez.com, "mediarelations@onitygroup.com" <mediarelations@onitygroup.com>, legal@pnmac.com, legal@caliberhomeloans.com, compliance@firstam.com, mediarelations@stewart.com, corporatelegal@oldrepublictitle.com, customerexperience@wltic.com, dianna_higgins@mgic.com, legal@radian.com, compliance@nationalmi.com, sfearon@archgroup.com, legal@rushmorelm.com, legal@figure.com, "popularnet@popular.com" <popularnet@popular.com>, "popularnet@bpop.com" <popularnet@bpop.com>, "pbcondodepositops@popular.com" <PBCondoDepositops@popular.com>, "pabloansupport@popular.com" <PABLoanSupport@popular.com>, "pbcondolockbox@popular.com" <PBCondoLockbox@popular.com>, info@pogo.org, action@aclu.org, press@whistlebloweraid.org, Justin Smulison <info@whistleblowers.org>, info@flcga.org, tips@levernews.com, info@floridabulldog.org, tips@theappeal.org, grassroots@commoncause.org, tips@publicintegrity.org, info@openthegovernment.org, "patrick@pk80.com" <Patrick@pk80.com>, txhoareform@gmail.com, Government Accountability Project <info@whistleblower.org>, info@thesignalsnetwork.org, contact@consumerwatchdog.org, info@bettergov.org, info@freedom.press, Info <info@whistleblowersofamerica.org>, naomi.seligman@valuesunited.org

Subject: Notice of Final Submission – DBPR Arbitration (Omega Villas)

Good Morning,

This email serves as formal notice that today I transmitted, via fax later today, my final submission to the Division of Condominiums, Timeshares & Mobile Homes in the above-referenced arbitration matter.

The forthcoming faxed submission is titled **“Respondent’s Submission in Support of Summary Final Determination”** and is intended for inclusion in the official arbitration record.

For clarity and record purposes, the submission includes the following documents:

1. DBPR Agency Correspondence

– Official communications issued by the Department of Business and Professional Regulation relevant to jurisdiction, process, and disposition.

2. Division of Condominiums, Timeshares & Mobile Homes Materials

– Regulatory and procedural documentation demonstrating how the matter has been handled administratively.

3. Respondent’s Submission in Support of Summary Final Determination

– A consolidated written response addressing the issues presented in the arbitration and the applicable statutory framework.

These materials are provided to ensure the record accurately reflects the procedural posture of this matter and the basis for the requested disposition.

This notice is also being shared with external oversight and watchdog groups for transparency and documentation purposes.

Please confirm receipt of the forthcoming faxed submission at your convenience.

Respectfully,

Shawn Martin, Respondent, pro se
Unit Owner & Whistleblower – Omega Villas Condominium Association

[Quoted text hidden]

3 attachments

 **20250614_Respondent's Proposed Summary Final Order.pdf**
266K

 **20250614_RESPONDENT'S SUBMISSION.pdf**
676K

 **20250614_Respondent's Exhibit 1.pdf**
1013K



Shawn Martin <sem2000s@gmail.com>

Subject: Supplemental Evidence Submission — DBPR Case 2025-06-1476**Shawn Martin** <sem2000s@gmail.com>

Wed, Jan 7, 2026 at 10:16 AM

To: "Esq. Carlos Lopez" <carlos@hgl-law.com>, Shawn Martin <smartin@isccompany.net>, Arbitration CTMH <Arbitration.CTMH@myfloridalicense.com>, "Esq. Rhonda Hollander" <rhonda@hgl-law.com>

Cc: "Cc:Melanie.Griffin@myfloridalicense.com" <Melanie.Griffin@myfloridalicense.com>, Counsel <DBPR.GeneralCounsel@myfloridalicense.com>, "Matthew.Collier@myfloridalicense.com" <Matthew.Collier@myfloridalicense.com>, OIG <oig@myfloridalicense.com>, Richard Otway <Richard.Otway@myfloridalicense.com>, usafls.citizens@usdoj.gov, public.integrity@usdoj.gov, oig.doj@usdoj.gov, inspectorgeneral@eog.myflorida.com, crt@usdoj.gov, oag.civilrights@myfloridalegal.com, citizenservices@myfloridalegal.com, "Press@MyFloridaLegal.com" <Press@myfloridalegal.com>, "askus@sa17.state.fl.us" <AskUs@sa17.state.fl.us>, "ACAP@Floridabar.org" <acap@floridabar.org>, cig@eog.myflorida.com, Tina Polsky <POLSKY.TINA@flsenate.gov>, Office of Senator Sharief <SHARIEF.BARBARA.WEB@flsenate.gov>, marie.woodson@myfloridahouse.gov, pizzo.jason@flsenate.gov, christine.hunschofsky@myfloridahouse.gov, lisa.dunkley@myfloridahouse.gov, daryl.campbell@myfloridahouse.gov, boyd.jim.web@flsenate.gov, osgood.rosalind.web@flsenate.gov, District32osgood@flsenate.gov, jones.shevrin.web@flsenate.gov, calatayud.alexis.web@flsenate.gov, bradley.jennifer.web@flsenate.gov, stewart.linda.web@flsenate.gov, rodriguez.anamaria.web@flsenate.gov, tiffany.esposito@myfloridahouse.gov, juan.porras@myfloridahouse.gov, jennifer.canady@myfloridahouse.gov, joel.rudman@myfloridahouse.gov, carolina.amesty@myfloridahouse.gov, daniel.perez@myfloridahouse.gov, wyman.duggan@myfloridahouse.gov, chip.lamarca@myfloridahouse.gov, askcityhall@plantation.org, "IA@psd.plantation.org" <IA@psd.plantation.org>, "WDorr@psd.plantation.org" <WDorr@psd.plantation.org>, sao17@sao17.state.fl.us, Connie Fossi <connie.fossi@nbcuni.com>, tips@cnn.com, viewermail@newshour.org, press.office@theguardian.com, reporters@miamiherald.com, msnbctvinfo@nbcuni.com, investigates@cbsnews.com, news.tips@abc.com, newstips@cbsnews.com, cnn.tips@cnn.com, newstips@sunsentinel.com, consumeralerts@fdic.gov, customer.assistance@occ.treas.gov, antitrust.complaints@usdoj.gov, ComplaintsOffice@hud.gov, investorrelations@jpmchase.com, reportfraud@wellsfargo.com, jpmmhhelp@jpmorgan.com, miranda.caruso@bofa.com, investorrelations@citi.com, fraud_help@usbank.com, media@truist.com, media.relations@pnc.com, investorrelations@morganstanley.com, fraud_reporting@freddiemac.com, investorrelations@rocketcompanies.com, compliance@mrcooper.com, compliance@loandepot.com, compliance@freedommortgage.com, communications@newrez.com, "mediarelations@onitygroup.com" <mediarelations@onitygroup.com>, legal@pnmac.com, legal@caliberhomeloans.com, compliance@firstam.com, mediarelations@stewart.com, corporatelegal@oldrepublictitle.com, customerexperience@wltic.com, dianna_higgins@mgic.com, legal@radian.com, compliance@nationalmi.com, sfearon@archgroup.com, legal@rushmorelm.com, legal@figure.com, "popularnet@popular.com" <popularnet@popular.com>, "popularnet@bpop.com" <popularnet@bpop.com>, "pbcondodepositops@popular.com" <PBCondodepositops@popular.com>, "pabloansupport@popular.com" <PABLoanSupport@popular.com>, "pbcondolockbox@popular.com" <PBCondoLockbox@popular.com>, info@pogo.org, action@aclu.org, press@whistlebloweraid.org, Justin Smulison <info@whistleblowers.org>, info@flcga.org, tips@levernews.com, info@floridabulldog.org, tips@theappeal.org, grassroots@commoncause.org, tips@publicintegrity.org, info@openthegovernment.org, "patrick@pk80.com" <Patrick@pk80.com>, txhoareform@gmail.com, Government Accountability Project <info@whistleblower.org>, info@thesignalsnetwork.org, contact@consumerwatchdog.org, info@bettergov.org, info@freedom.press, Info <info@whistleblowersofamerica.org>, naomi.seligman@valuesunited.org

Subject: Notice of Final Submission – DBPR Arbitration (Omega Villas)

Good Morning,

This email serves as formal notice that today I transmitted, via fax later today, my final submission to the Division of Condominiums, Timeshares & Mobile Homes in the above-referenced arbitration matter.

The forthcoming faxed submission is titled “**Respondent’s Submission in Support of Summary Final Determination**” and is intended for inclusion in the official arbitration record.

For clarity and record purposes, the submission includes the following documents:

1. **DBPR Agency Correspondence**

– Official communications issued by the Department of Business and Professional Regulation relevant to jurisdiction, process, and disposition.

2. **Division of Condominiums, Timeshares & Mobile Homes Materials**

– Regulatory and procedural documentation demonstrating how the matter has been handled administratively.

3. **Respondent’s Submission in Support of Summary Final Determination**

– A consolidated written response addressing the issues presented in the arbitration and the applicable statutory framework.

These materials are provided to ensure the record accurately reflects the procedural posture of this matter and the basis for the requested disposition.

This notice is also being shared with external oversight and watchdog groups for transparency and documentation purposes.

Please confirm receipt of the forthcoming faxed submission at your convenience.

Respectfully,

Shawn Martin, Respondent, pro se
Unit Owner & Whistleblower – Omega Villas Condominium Association

[Quoted text hidden]

3 attachments



20250614_Respondent's Proposed Summary Final Order.pdf

266K



20250614_RESPONDENT'S SUBMISSION.pdf

676K



20250614_Respondent's Exhibit 1.pdf

1013K

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION
Div. of Condominiums, Timeshares, & Mobile Homes**

Omega Villas et al,
Petitioner,

v.

Case No.: 2025-06-1476

Shawn Martin,
Respondent, *pro se.*

**RESPONDENT'S SUBMISSION IN
SUPPORT OF SUMMARY FINAL
DETERMINATION, SANCTIONS, AND
RESTORATION OF COUNTERCLAIMS**

**I. PROCEDURAL POSTURE AND AUTHORITY FOR
SUMMARY DETERMINATION**

1. This submission is filed pursuant to the Arbitrator's express directive that each party submit a **summary-judgment memorandum with actionable relief** by **January 7**, and that the Arbitrator would adopt the relief supported by the law, record, and equities.

THE UNIVERSITY OF CHICAGO
LIBRARY

1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

ACQUISITIONS
SERIALS ACQUISITION

LIBRARY

UNIVERSITY OF CHICAGO
LIBRARY
SERIALS ACQUISITION
SERIALS ACQUISITION
SERIALS ACQUISITION
SERIALS ACQUISITION

LIBRARY

LIBRARY

LIBRARY

LIBRARY

LIBRARY

LIBRARY

LIBRARY

LIBRARY

LIBRARY

2. Condominium arbitration permits resolution **as a matter of law** where no genuine dispute of material fact exists, and expressly allows consideration of **post-filing conduct** that bears on bad faith, credibility, jurisdiction, and entitlement to relief.
3. The Association's **post-hearing conduct—passing and enforcing a special assessment against Respondent's unit for the very subject under arbitration—materially alters the record** and independently warrants summary disposition, sanctions, and restoration of Respondent's complete non truncated. Answer into and counterclaims.

II. UNDISPUTED MATERIAL FACTS

4. Petitioner initiated this proceeding alleging Respondent's windows had "failed" and required replacement.
5. **100% of the windows inspected by the Association were deemed "failed."**
6. Every unit owner has either:
 - a. Already replaced windows at personal expense; or
 - b. Been compelled to do so through enforcement threats or legal action.
7. While this arbitration was pending, Petitioner **passed and levied a special assessment** against Respondent's unit for window replacement.
8. The assessment is based **entirely on the same factual allegations currently before this Arbitrator.**
9. Petitioner **did not obtain a vote of the unit owners**, despite such a vote being required by the Declaration, Bylaws, and Florida law.
10. These facts are established by Petitioner's own notices, agendas, and assessment documents.

III. PETITIONER COMES BEFORE THIS TRIBUNAL WITH UNCLEAN HANDS AND IS BARRED FROM RELIEF

11. Florida law is unequivocal:

"The doctrine of unclean hands closes the doors of equity to one tainted with inequitable conduct relative to the matter for which relief is sought."

[illegible]

1. The first of these is the fact that the majority of the population of the United States is now living in urban areas. This is a result of the process of urbanization, which has been going on since the beginning of the 20th century. The process of urbanization is the movement of people from rural areas to urban areas. This movement is caused by a number of factors, including the search for better living conditions, the desire for education, and the need for employment. The process of urbanization has led to the growth of large cities and the decline of small towns and villages. This has had a significant impact on the economy and society as a whole. The majority of the population now lives in urban areas, which are characterized by high population density, a high level of economic activity, and a high level of social organization. This has led to the development of a new type of society, which is based on the city. The city is now the center of economic and social life in the United States. The majority of the population now lives in urban areas, which are characterized by high population density, a high level of economic activity, and a high level of social organization. This has led to the development of a new type of society, which is based on the city. The city is now the center of economic and social life in the United States.

[illegible][illegible]

1. *Pat's name is on the list of people who will be going.*

... ..
... ..
... ..

1. Name of the person or organization	2. Address	3. City	4. State	5. Zip
6. Name of the person or organization	7. Address	8. City	9. State	10. Zip
11. Name of the person or organization	12. Address	13. City	14. State	15. Zip
16. Name of the person or organization	17. Address	18. City	19. State	20. Zip
21. Name of the person or organization	22. Address	23. City	24. State	25. Zip
26. Name of the person or organization	27. Address	28. City	29. State	30. Zip
31. Name of the person or organization	32. Address	33. City	34. State	35. Zip
36. Name of the person or organization	37. Address	38. City	39. State	40. Zip
41. Name of the person or organization	42. Address	43. City	44. State	45. Zip
46. Name of the person or organization	47. Address	48. City	49. State	50. Zip
51. Name of the person or organization	52. Address	53. City	54. State	55. Zip
56. Name of the person or organization	57. Address	58. City	59. State	60. Zip
61. Name of the person or organization	62. Address	63. City	64. State	65. Zip
66. Name of the person or organization	67. Address	68. City	69. State	70. Zip
71. Name of the person or organization	72. Address	73. City	74. State	75. Zip
76. Name of the person or organization	77. Address	78. City	79. State	80. Zip
81. Name of the person or organization	82. Address	83. City	84. State	85. Zip
86. Name of the person or organization	87. Address	88. City	89. State	90. Zip
91. Name of the person or organization	92. Address	93. City	94. State	95. Zip
96. Name of the person or organization	97. Address	98. City	99. State	100. Zip

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-14-2010 BY 60322 UCBAW

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a formal address, and it is the first of its kind since the signing of the Constitution. The President, James Buchanan, is addressing the Congress, and he is doing so in a very formal and dignified manner. He is discussing the state of the Union, and he is discussing the issues that are facing the country at that time. He is also discussing the role of the President, and he is discussing the responsibilities of the Congress. The letter is a very important document, and it is a very interesting one to read. It gives us a glimpse into the mind of the President, and it gives us a glimpse into the state of the country at that time. It is a document that is worth reading, and it is a document that is worth studying.

[illegible]

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

PROBATION DEPARTMENT

1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 26

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

1. The following information is being furnished to you for your information only. It is not to be used for any other purpose.

Congress Park Office Condos II, LLC v. First-Citizens Bank, 105 So. 3d 602, 608 (Fla. 4th DCA 2013).

12. Equitable relief must be denied where a party acts **fraudulently, illegally, or in bad faith** in the transaction at issue.
Hauer v. Thum, 67 So. 3d 1133, 1136 (Fla. 3d DCA 2011).
13. The Florida Supreme Court has long held that **a party may not benefit from its own wrongdoing**.
McCoy v. Love, 382 So. 2d 647, 649 (Fla. 1979).
14. Federal equity principles—persuasive and routinely applied by Florida courts—hold the same:

“He who comes into equity must come with clean hands.”

Precision Instrument Mfg. Co. v. Automotive Maintenance Mach. Co., 324 U.S. 806, 814 (1945);

Keystone Driller Co. v. General Excavator Co., 290 U.S. 240, 245 (1933).

15. By imposing and enforcing a special assessment **during the pendency of arbitration**, on the same subject matter:
 - Petitioner prejudged the outcome;
 - Attempted to moot this proceeding;
 - Retaliated against Respondent for asserting statutory rights; and
 - Demonstrated that financial coercion—not compliance—was the true objective.
16. This conduct is directly related to the relief sought and **bars Petitioner from equitable or discretionary relief as a matter of law**.

IV. HOA / CONDOMINIUM DEFERENCE IS FORFEITED BY BAD FAITH AND ILLEGALITY

17. Associations are entitled to deference **only when acting within authority, in good faith, and in compliance with governing documents**.
18. The Florida Supreme Court has made clear:

“An association’s authority is strictly limited to that granted in the declaration and statutes.”

Cohn v. The Grand Condominium Ass’n, Inc., 62 So. 3d 1120, 1122 (Fla. 2011).

1. The first of these is the

2. The second is the

3. The third is the

4. The fourth is the

5. The fifth is the

6. The sixth is the

7. The seventh is the

8. The eighth is the

9. The ninth is the

10. The tenth is the

11. The eleventh is the

12. The twelfth is the

1. The first of these is the

2. The second is the

3. The third is the

4. The fourth is the

5. The fifth is the

6. The sixth is the

7. The seventh is the

8. The eighth is the

9. The ninth is the

10. The tenth is the

11. The eleventh is the

12. The twelfth is the

19. Where an association acts outside that authority, **its actions are void. *Id.***
20. The business judgment rule does not protect decisions that are illegal or taken in bad faith.
Hollywood Towers Condo. Ass'n v. Hampton, 40 So. 3d 784, 786 (Fla. 4th DCA 2010).
21. Judicial deference **ends when governing documents are violated.**
Pudlit 2 Joint Venture, LLP v. Westwood Gardens HOA, 169 So. 3d 145, 148 (Fla. 4th DCA 2015).
22. Rules and enforcement actions must be **reasonable, evenly applied, and made in good faith.**
Hidden Harbour Estates, Inc. v. Norman, 309 So. 2d 180, 182 (Fla. 4th DCA 1975).
23. Petitioner's conduct—no owner vote, universal “failures,” and retaliatory assessment during arbitration—fails every prerequisite for deference.

V. THE SPECIAL ASSESSMENT IS VOID AS A MATTER OF LAW

24. Florida statutes strictly regulate assessments and subordinate board authority to the declaration.
§§ 718.112(2)(c), 718.116, 718.303(1), Fla. Stat.
25. The Florida Supreme Court has held that assessments imposed contrary to governing documents are **invalid and unenforceable.**
Avila South Condo. Ass'n v. Kappa Corp., 347 So. 2d 599, 607 (Fla. 1977).
26. Ultra vires acts by associations are **void ab initio.**
Mariner's Cove Condo. Ass'n v. Travelers Indem. Co., 692 So. 2d 919, 921 (Fla. 3d DCA 1997).
27. Where owner approval is required, a board **may not impose a special assessment by fiat.** **Beachwood Villas Condo. v. Poor**, 448 So. 2d 1143, 1145 (Fla. 4th DCA 1984).
28. Because Petitioner failed to obtain the required owner vote, the assessment is **void as a matter of law** and must be declared unenforceable.

VI. THE “100% WINDOW FAILURE” FINDING IS PRETEXTUAL AND EVIDENCE OF BAD FAITH

1. The first part of the report is a summary of the work done during the year.

2. The second part is a detailed account of the work done during the year.

3. The third part is a summary of the work done during the year.

4. The fourth part is a summary of the work done during the year.

5. The fifth part is a summary of the work done during the year.

6. The sixth part is a summary of the work done during the year.

7. The seventh part is a summary of the work done during the year.

8. The eighth part is a summary of the work done during the year.

9. The ninth part is a summary of the work done during the year.

10. The tenth part is a summary of the work done during the year.

11. The eleventh part is a summary of the work done during the year.

12. The twelfth part is a summary of the work done during the year.

13. The thirteenth part is a summary of the work done during the year.

14. The fourteenth part is a summary of the work done during the year.

15. The fifteenth part is a summary of the work done during the year.

16. The sixteenth part is a summary of the work done during the year.

17. The seventeenth part is a summary of the work done during the year.

18. The eighteenth part is a summary of the work done during the year.

19. The nineteenth part is a summary of the work done during the year.

20. The twentieth part is a summary of the work done during the year.

21. The twenty-first part is a summary of the work done during the year.

22. The twenty-second part is a summary of the work done during the year.

23. The twenty-third part is a summary of the work done during the year.

24. The twenty-fourth part is a summary of the work done during the year.

25. The twenty-fifth part is a summary of the work done during the year.

29. Florida courts recognize that **outcome-driven or blanket enforcement** evidences improper motive.
30. Uniform enforcement that ignores individual conditions is arbitrary and unreasonable. **Chattel Shipping & Inv., Inc. v. Brickell Place Condo. Ass'n**, 481 So. 2d 29, 31 (Fla. 3d DCA 1985).
31. Selective or retaliatory enforcement undermines legitimacy and warrants judicial intervention.
White Egret Condo., Inc. v. Franklin, 379 So. 2d 346, 350 (Fla. 1979).
32. The claim that **100% of inspected windows failed**, followed by universal replacement, supports a finding of **pretext rather than compliance enforcement**.

VII. INTERFERENCE WITH ARBITRATION AND VIOLATION OF THE STATUS QUO

33. Parties to arbitration must refrain from conduct that **prejudices the proceeding or renders it meaningless**.
Shotts v. OP Winter Haven, Inc., 86 So. 3d 456, 472 (Fla. 2011).
34. Actions taken to undermine arbitration violate public policy.
Prima Paint Corp. v. Flood & Conklin Mfg. Co., 388 U.S. 395, 404 (1967).
35. By imposing financial penalties mid-arbitration, Petitioner interfered with this Tribunal's authority and the integrity of the process.

VIII. RESTORATION OF RESPONDENT'S COUNTERCLAIMS IS REQUIRED

36. Florida law permits consideration of **post-filing conduct** where it confirms allegations of bad faith or abuse of process.
Capitol Environmental Servs., Inc. v. Earth Tech, Inc., 25 So. 3d 593, 596 (Fla. 1st DCA 2009).
37. Dismissal does not bar revival where subsequent acts independently establish the claim.
Al-Hakim v. Holder, 787 F. Supp. 2d 19, 29 (D.D.C. 2011) (persuasive authority).
38. The special assessment confirms retaliation, interference, and lack of clean hands, requiring restoration of Respondent's counterclaims and full non truncated answer into the record, which is attached as exhibit #1.

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

THE ... OF ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

THE ... OF ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

...the ... of ...

IX. REQUESTED ACTIONABLE RELIEF

Respondent respectfully requests that the Arbitrator enter **summary final relief**:

- A. Finding Petitioner acted in **bad faith** and with **unclean hands**;
- B. Declaring the special assessment **void and unenforceable**;
- C. Enjoining Petitioner from enforcing or collecting it;
- D. Dismissing Petitioner's claims **with prejudice**;
- E. Restoring Respondent's counterclaims to the record;
- F. Imposing **sanctions** for arbitration interference and retaliation; and
- G. Award Legal Consulting Fees to the Respondent.
- H. Granting such other further additional relief as justice requires.

X. CONCLUSION

Petitioner's own actions—taken while this arbitration was pending—prove this case was never about compliance or safety. It was about **coercion, revenue extraction, and punishment for dissent**.

Florida law does not protect such conduct.

Equity forbids it.

And this Tribunal should not reward it.

Summary disposition for Respondent is compelled as a matter of law.

Respectfully Submitted;



Shawn Martin
Respondent, pro se
1760 Northwest Seventy Third Avenue
Fort Lauderdale, FL 33313
T- (954) 716-0915
E- smartin@isccompany.net

Certificate of Service Enclosed

EXHIBIT
#1

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS
AND**

**PROFESSIONAL REGULATION
Div. of Condominiums, Timeshares, & Mobile
Homes**

Omega Villas et al,

Petitioner,

v.

Shawn Martin,

Respondent, *pro*
se.

**VERIFIED ANSWER, COUNTERCLAIM
& SUPPORTING AFFIDAVIT**

Case No.: **2025-06-1476**

Comes now Shawn Martin, the Respondent pro se, who after reviewing the demands set forth by the association, rejects the premise that this action has anything to do with the 40 year recertification, objects to the sham inspection process of the windows in each unit, and the basis for the action as it was done without a Board vote in violation of the Declaration. *Ab Initio*, the association through their hired vendor has failed each of the 77 inspections performed, 100% of the time (Respondent's Exhibit 1). Despite what the association told the owners in official correspondence, the truth is the association is virtually demanding, in every single case, that owners purchase expensive replacement windows; as admitted by opposition counsel in their complaint. moreover that the inspection is simply just a precursor to the forced purchase of said windows, and the inspections are nearly without standards and highly subjective and the objectivity of the inspection process is obvious by the 100% failure rate, which doesn't conform to the standard and customary tests for windows consistent with Florida building Codes. The Association is acting with Unclean Hands as per the parameters enumerated in *Precision Instrument Mfg. Co. v. Automotive*

the first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

The first of the year, and the second of the year.

Maintenance Machinery Co 324 U.S. 806 (1945); we will prove at the hearing, The Association's window inspection program is conducted in bad faith and in breach of its fiduciary duties and has zero to do with the 40-year recertification.

Background

Intra vires, the Board undertook the 40-year recertification as required by statute. The Board then hired S & D Engineering to conduct a windows inspection program in order to determine that the existing windows in each unit are not cracked, leaking or any other way hazardous under the code. Concurrently, the Board also selected in an opaque process, Austro Construction as their preferred vendor, who has provided a guaranteed rate for the replacement and also has the contract for exterior rehabilitation of the entire complex. As a point of reference, the Board has communicated one message to owners and then taken the exact opposite action. The July 2025 letter specifically states that only if windows weren't found hazardous did owners need not replace them (Respondent's Exhibit 2). However, the Association's so-called "window inspection" program resulted in the blanket declaration that 100% of inspected units had "failed" windows — even though the inspections were purely visual,

[illegible][illegible]

100

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the root cause of the problem. Once the causes of the problem have been identified, the next step is to develop a plan to address the problem. This involves identifying the actions that need to be taken to address the problem and determining the resources that will be needed to implement the plan. Once a plan has been developed, the next step is to implement the plan. This involves taking the actions that have been identified in the plan and monitoring the progress of the plan. Finally, the last step in the process is to evaluate the results of the plan. This involves determining whether the plan has been successful in addressing the problem and identifying any lessons learned from the process.

1. The first part of the report is a summary of the findings of the study. This part is divided into two sections: a description of the study and a summary of the results. The second part of the report is a detailed description of the study. This part is divided into three sections: a description of the study, a description of the methods, and a description of the results. The third part of the report is a discussion of the results. This part is divided into two sections: a discussion of the results and a discussion of the implications of the results. The fourth part of the report is a conclusion. This part is divided into two sections: a conclusion and a discussion of the implications of the results.

bioactive compounds such as flavonoids, polyphenols, terpenes, and alkaloids, which are known for their antioxidant and anti-inflammatory properties.

and service personnel who are involved in the investigation of the crime.

The following information was obtained from the above mentioned sources:

[REDACTED]

of persons who have been convicted of a crime and are required to serve a term of imprisonment in the State of New York. The Commission on Correctional Institutions has been authorized to conduct a study of the problem of the rehabilitation of prisoners and to report thereon to the Governor of the State of New York.

[illegible][illegible][illegible]

conducted without any testing, engineering analysis, or code citation, contrary to what is standard and customary for these types of valid inspections.

Respondent's windows are not cracked nor do they leak or any other legitimate reason that they would need replacement, and short of the Association hiring an independent vendor to actually conduct this inspection which will conduct the proper tests standard and customary pursuant to ASTM standards and in compliance with the Florida Building Code, which both require far more than a mere visual examination.

Upon examining the photographs of each unit's windows. *Prima facie*, it becomes apparent none of the windows are either cracked, leaking or obviously hazardous which directly contradicts the uniform results subjective from the alleged inspection.

Of note despite the developer building and installing Omega Villas with the same type, and kind of windows, only Phases 1, 2, and part of 3 were selected for any inspection at all; the remainder of Phases 3 and 4 are exempt from this abhorrent exercise. The only obvious difference is that the president of the Board, and the one who directed opposition counsel, in violation of the declaration without a Board vote to file this action, resides in Phase 4. This is no different than

when Congress exempts themselves from the laws they pass. Currently there is no plan to expand the inspections to include the remainder of Phase 3 and the totality of Phase 4.

Legal Issues

This uniform outcome demonstrates a predetermined intent rather than a genuine exercise of fiduciary judgment. The Association's actions are arbitrary, and capricious, and taken in bad faith, in violation of § 718.111(1)(a), Florida Statutes, and *stare decisis*, including *Hidden Harbour Estates, Inc. v. Norman*, 309 So.2d 180 (Fla. 4th DCA 1975), and *Sonny Boy, L.L.C. v. Asnani*, 879 So.2d 25 (Fla. 5th DCA 2004).

By purporting to conduct inspections that could only yield one predetermined result — total “failure” — the Association has abused its discretion and breached the fiduciary duty of good faith and fair dealing owed to all unit owners. Such actions constitute an ultra vires exercise of power and should be declared void or enjoined by this arbitration.

Moreover, we find that the petitioners tenuous arguments and reasons for the inspection of the windows which they claim are relating to the nebulous 40-year inspection rings hollow, and lacks

both truth and merit, and is in reality part of a scheme to force every unit owner to upgrade their windows, let the petitioner explain the 100% failure rate of inspection. This action doesn't qualify under the standard the court adopted with its two-prong validation for the Business Judgement Rule; in *Towers Condo Ass'n., Inc. v. Hampton*, 40 So. 3d 784 (Fla. 4th DCA 2010), any association action taken must be within the scope of the Board's authority and also must be considered reasonable, and not arbitrary and capricious.

Argument

A scheme to force owners in select phases to undergo a subjective inspection process which lacks any empirical data, and then be required to pay a premium to upgrade perfectly acceptable windows, while others phases including the one where the President of the Board lives, that have windows of the exact type, kind and age of windows installed doesn't rise to that standard outlined in the precedent, and is a textbook violation of the Equal Protection Clause of the Fourteenth Amendment; the very definition of arbitrary and capricious. The Petitioner enters this action with unclean hands, as this unequal treatment constitutes selective enforcement under F.S. 718.303(3). Respondent is a member of the Board of Directors and

[illegible]

2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 26

1. The first of these is the fact that the
2. of the first of these is the fact that the
3. of the first of these is the fact that the
4. of the first of these is the fact that the
5. of the first of these is the fact that the
6. of the first of these is the fact that the
7. of the first of these is the fact that the
8. of the first of these is the fact that the
9. of the first of these is the fact that the
10. of the first of these is the fact that the

states for the record that Opposing Counsel in paragraph 8 of her complaint overstated her authority to act on behalf of the association, bringing the action before you, as the Declaration adopts Florida law where it doesn't specifically enumerate verbiage on a given topic and Florida law and past practice of the Board have required a Board vote to commence legal action including but not limited to the filing of any suit in a court of competent jurisdiction, and as no such action was ever brought before the Board in the last 180 days regarding today's action, and enclosed as Respondent's Exhibit 3 is a list of clickable links to the video recordings of the meetings of the Omega Association in that time frame; one can only surmise that the attorney brought this action sua sponte without the approval of the Board, this complaint should be dismissed on those grounds alone, as it is not Counsel's job to create policy for the association substituting her vision and policies for that of the duly elected Board.

Counsel drops the charade of this being an in-depth inspection in paragraph 12 of her complaint and admits what Respondent has known ab initio that *'once engineer has inspected the windows and the windows failed unit owners required to purchase a new window as 40- or 50-year-old windows cannot be reinstalled'* and she

continues with a baseless claim that ‘ *they [the existing windows] will cause damage to the association property as well as it poses a hazard to the health of the occupants in the unit*’; the claim is made without any specific exculpatory evidence, and if the windows were damaged, thus leaking, cracked or the frame was defective she potentially might be corrected. That is not the case here, as stated previously, Respondent’s windows are not cracked, do not leak and are installed solid in their frames and are in working order where replacement is not warranted.

The association has violated their fiduciary responsibility, and the trust of each owner by illegally ramming through this project, without the proper Board vote as is the past practice and tradition of this Board and the Florida Attorney General has even issued an opinion that actions like those taken here by similar public Boards, evade open meetings law (AGO 74-294 (Fla. Att’y Gen. 1974)). We concur and decline to let the association and their engineering vendor with the 100% failure rate for the window replacement be the ones to conduct any inspection. We therefore demand an independent, licensed, and credentialed inspector of our choosing to be retained by the association for the sole purpose of a genuine safety inspection

that conforms with the spirit in which the legislature created the 40-year recertification law. This inspector will be required to conduct acceptable tests as per established engineering standards, which requires significantly more than a mere visual inspection, and utilizes empirical data which aligns with both the ASTM and the Florida Building Code, if at that time replacement is warranted we would accept that outcome. However, we decline to participate in any process with a 100% failure rate that is lunacy, and all but guarantees that Respondent has a better odds of winning at Three-card Monte on the streets than he does gambling with the Association's inspection Process.

Respondent emphatically objects to any Attorney fees requested by the Petitioner, as her actions dictating policy without Board authorization, and alleging to be acting on the behalf of the association where no authorization was granted is grounds for censure and violates Florida Bar Rule 4-3.3 Candor Toward the Tribunal: (A) False Evidence; Duty to Disclose, subsections (1) and (4); rather than entertain any fees being awarded, we think sanctions for bringing this frivolous, meritless action today are significantly more appropriate as Ms. Hollander is a member of the Bar and knows

[illegible]

The first of these is the fact that the
 Government has been unable to secure
 the necessary funds to carry out its
 policy of non-interference in the
 internal affairs of the Republic.
 The second is the fact that the
 Government has been unable to secure
 the necessary funds to carry out its
 policy of non-interference in the
 internal affairs of the Republic.

better than to waste the court's time.

Counter Claim

There was not any issues with any of Respondent's windows; the windows meet the criteria that the city and engineer enumerated in Respondent #2; they weren't cracked, leak, and are solidly mounted in the frames. Respondent decided that as these windows are in great shape, therefore demands the immediate return and reinstallation of the 2 second floor windows as opposing counsel and the association guaranteed if the said windows met the city criteria enumerated in Respondent #2

The vendor literally placed plywood over the big hole, Respondent's home, causing the ensuing utility bills to skyrocket additional \$2,000, and caused irreparable harm to Respondent via , petitioner's intimidation, bad faith and negligence, Respondent seeks compensatory damages for the additional utility costs.

As demonstrated, their actions are simply a scheme for window replacement, Respondent demands the \$900.00 deposit immediately returned which Petitioners extricated from Respondent for the unneeded second floor windows.

WFOE OF FULBROOK GROUP HOLDINGS LIMITED

001-107357-001

1. The first section of the report deals with the general situation of the country and the position of the various groups. It is a very good summary of the situation and is well written.

1. The first of these is the fact that the majority of the population of the United States is of European descent. This is a fact which is well known to all who are familiar with the country. It is a fact which is well known to all who are familiar with the country. It is a fact which is well known to all who are familiar with the country.

W. J. G. & J. A. G.

Respondent is satisfied with the return of the existing windows and their reinstallation, thus no new windows are needed or required, and seeks both the compensatory damages and an order directing petitioner to have their vendor reinstall the second-story windows as they meet the city criteria explained by the engineer in Respondent #2.

Relief Requested

Wherefore, Respondent requests that the tribunal:

- Dismiss the complaint with prejudice as it's frivolous and lacks merit and was brought without the consent of the Board, by a rogue attorney acting; without the instruction of the duly elected Board.
- Grant, respondent's counterclaim in the amount of \$2,900 of compensatory damages, and enter an order for the return and reinstall of respondent's perfectly acceptable second-floor windows. The compensatory damages is comprised of \$2,000 in increased utility cost as well as the return of the \$900 deposit respondent was intimated to put down on windows to Austro Construction Company that weren't needed and direct petitioner to immediately have their vendor reinstall the

[illegible]

1987-1988 1989-1990

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very long letter, and it contains a great deal of information about the state of the country at that time. It is a very important document, and it is one of the most interesting documents in the collection.

Abstract

[illegible]

windows which meet city standards as per Respondent #2

- The relief sought by the petitioner simply is a farce; as the inspection process was set up to yield only one result 100% failure, and as demonstrated is being selectively enforced at best, in violation of state and federal constitutional protection, and is both arbitrary and capricious and doesn't qualify for the Business Judgement Rule as this action is an ultra vires exercise of overreach
- Issue Sanctions to Opposing Counsel for violating ethical standards and the Florida Bar rules for how Attorneys are to act on behalf of their clients.
- And for any further and additional relief as deemed just and proper.

Respectfully Submitted:

A handwritten signature in black ink, appearing to read 'Shawn Martin', is written over a horizontal line.

Shawn Martin

1760 NW 73rd Avenue Fort Lauderdale, FL 33313

T-954.716.0915

E- smartin@isccompany.net

Certificate of Service Attached

At the time of the investigation, the following information was obtained:

The subject, [Name], was born on [Date] at [Location].

He is currently residing at [Address], [City], [State], [Zip].

His occupation is [Occupation]. He has been employed by [Company] since [Date].

He has no criminal record. He is a [Religion] and a [Marital Status].

He has no known associates who are involved in criminal activities.

He has no known sources of income other than his salary from [Company].

He has no known travel history.

He has no known foreign travel history.

He has no known contacts with individuals who are involved in criminal activities.

He has no known contacts with individuals who are involved in criminal activities.

He has no known contacts with individuals who are involved in criminal activities.

He has no known contacts with individuals who are involved in criminal activities.

He has no known contacts with individuals who are involved in criminal activities.

He has no known contacts with individuals who are involved in criminal activities.

He has no known contacts with individuals who are involved in criminal activities.

He has no known contacts with individuals who are involved in criminal activities.

He has no known contacts with individuals who are involved in criminal activities.

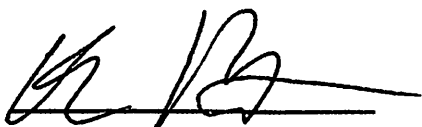
He has no known contacts with individuals who are involved in criminal activities.

He has no known contacts with individuals who are involved in criminal activities.

Verification

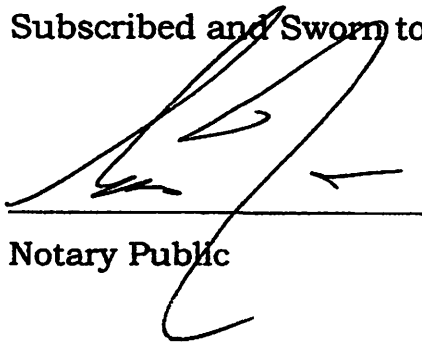
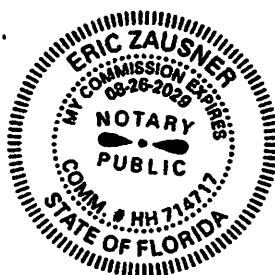
Shawn Martin, being duly sworn, deposes and says:

I am the defendant. I have read the foregoing answer and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true. To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers or the contentions therein are not frivolous as defined in the Florida Rules of Civil Procedure and applicable statutes.



Shawn Martin, Respondent pro se

Subscribed and Sworn to before me this 15th day of October 2025


Notary Public

1990

1. The first of these is the fact that the
2. The second is the fact that the
3. The third is the fact that the
4. The fourth is the fact that the
5. The fifth is the fact that the
6. The sixth is the fact that the
7. The seventh is the fact that the
8. The eighth is the fact that the
9. The ninth is the fact that the
10. The tenth is the fact that the

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION
Div. of Condominiums, Timeshares, & Mobile Home**

_____X
OMEGA VILLAS et al

[FILL IN NAME(S)]

Plaintiff(s)

Index No.

2025 - 06 / 1476

vs

**AFFIDAVIT
IN SUPPORT**

Shawn Martin

[FILL IN NAME(S)]

Defendant(s)

_____X
STATE OF FLORIDA

COUNTY OF SARASOTA [COUNTY WHERE NOTARIZED] ss:

SHAWN MARTIN

[YOUR NAME], being duly sworn, deposes and says:

1. I am the ~~Plaintiff~~ defendant [CIRCLE ONE], in this action. I make this affidavit

in support of my Verified Answer:

**Admits The truth of the allegations of paragraph 1, 2, 4,9, 10 of
the complaints**

**Denies knowledge or information sufficient to form a belief as
to the truth of the allegations of para-paragraphs five, 14, 15 of
the complaint**

**Denies the allegations of paragraphs three, seven, eight, 11, 12,
13, 16, 17, 18, of the complaint**

2. I believe the Court should grant my relief requested because it complies with established law and precedent as outlined in the answer

3. No prior application has been made for the relief sought herein except: None

WHEREFORE, I respectfully request that this be dismissed with prejudice , and that I have such other and further relief as the Court may find to be just and proper.

[Signature]

(Sign your name in the presence of a notary public)

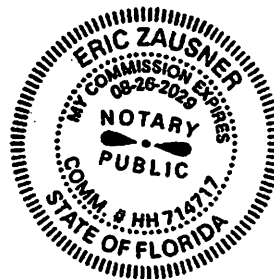
SHAWN MARTIN

(Print your name)

Sworn to before me this

15 day of OCTOBER, 2025

[Signature]
(NOTARY PUBLIC)



THE DEPT. OF AGRICULTURE HAS BEEN ADVISED BY THE
BUREAU OF PLANT INDUSTRY THAT THE FOLLOWING

PLANTS ARE BEING GROWN IN THE BUREAU OF PLANT
INDUSTRY GARDENS:

1. THE PLANT IS A MEMBER OF THE GENUS *Phaseolus*

2. THE PLANT IS A MEMBER OF THE GENUS *Phaseolus*

3. THE PLANT IS A MEMBER OF THE GENUS *Phaseolus*

4. THE PLANT IS A MEMBER OF THE GENUS *Phaseolus*

5. THE PLANT IS A MEMBER OF THE GENUS *Phaseolus*

6. THE PLANT IS A MEMBER OF THE GENUS *Phaseolus*

7. THE PLANT IS A MEMBER OF THE GENUS *Phaseolus*

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

**OMEGA VILLAS ET AL,
PETITIONER,**

v.

Case No.: 2025-06-1476

**SHAWN MARTIN,
RESPONDENT. PRO SE**

SUMMARY FINAL ORDER

This matter comes before the Arbitrator upon the *Respondent's Submission in Support of Summary Final Determination, Sanctions, and Restoration of Counterclaims* filed on January 7. Having reviewed the record, the undisputed material facts, and the applicable law, the Arbitrator finds as follows:

FINDINGS OF FACT

1. Petitioner initiated this arbitration alleging Respondent failed to replace windows deemed "failed" by the Association.
2. While this proceeding was pending, Petitioner levied a special assessment against Respondent's unit for the replacement of the same windows subject to this arbitration.
3. Petitioner failed to obtain a vote of the unit owners prior to levying said assessment, as required by the governing documents and Florida law.
4. Petitioner's inspection concluded that 100% of the windows inspected had "failed".

CONCLUSIONS OF LAW

1. **Summary Disposition:** Under Florida law, a summary determination is appropriate where no genuine dispute of material fact exists.

2.

Unclean Hands: Petitioner's imposition of a special assessment during the pendency of this arbitration regarding the same subject matter constitutes inequitable conduct. A party seeking equity must come with "clean hands".

3.

Validity of Assessment: An association's authority is strictly limited to that granted in the declaration and statutes. Because Petitioner bypassed the required owner vote, the special assessment is void *ab initio*.

4.

Bad Faith: The timing of the assessment and the blanket "100% failure" finding suggest a retaliatory motive and financial coercion rather than a good-faith effort at compliance.

ORDERED AND ADJUDGED:

- A. Summary Final Relief is granted in favor of the Respondent.
- B. The Special Assessment levied against Respondent's unit for window replacement is hereby DECLARED VOID and unenforceable.
- C. Petitioner is PERMANENTLY ENJOINED from any further attempts to collect or enforce said assessment.
- D. Petitioner's claims in this arbitration are DISMISSED WITH PREJUDICE.
- E. Respondent's Counterclaims and the full non-truncated Answer are hereby RESTORED to the record.
- F. F. The Arbitrator reserves jurisdiction to determine the amount of Sanctions and Legal Consulting Fees to be awarded to the Respondent.

DONE AND ORDERED this _____ day of _____, 2026, in Tallahassee, Leon County, Florida.

Arbitrator Division of Condominiums,
Timeshares, & Mobile Homes

Omega Villas Condominium Association, Inc.
Sent regular mail, certified mail, email

Shawn Martin
1760 NW 73rd Avenue
Plantation, FL 33313
shawnm1973@gmail.com

December 22, 2025

Dear Omega Villas Condominium Owner,

Pursuant to Section XIV, Section C of the Declaration unit owners are responsible for the repair, replacement, and maintenance of their windows and doors. As owners have not updated their windows and doors in order to comply with the ongoing building recertification pursuant to Article XIV, Section D of the Declaration, the Association is entitled to levy an assessment against those units that have not replaced their windows and doors and said assessment shall have the same force and effect as any other assessment.

All effected owners were notified by mail, email and by posting on the mailboxes that a meeting would be held on Thursday, December 11, 2025 at the Condominium clubhouse to address the enforcing a special assessment to collect monies for the window(s) and/or sliding glass door(s).

At that meeting, the Board of Directors voted to pass a special assessment against your unit for \$7150.00 plus \$486.00 for permit fees, payable over six (6) months beginning January 15, 2026 and continuing the 15th of every month through June 2026. The board also passed a motion to require the full amount due and owed upon Voluntary Transfer of the unit, whether by sale or transfer to anyone or a corporation.

Please find below a detail of the size(s) and number of windows and/or doors needed for the unit. Pursuant to Article X (C) of the Condominium Declarations, after the 10th day of the month, a late fee is charged and a default letter sent to the unit owner.

Please make a **SEPARATE** payment to Juda Eskew P.O. Box 189115, Plantation, Fl 33318-9115 or 8211 W. Broward Blvd, Suite PH1, Plantation, Fl 33324. Automated payments can also be made through your financial institution. Please use the attached form to set up automatic payments.

Due Date	Amount Due	Late After	Late Fee	Total Due
January 15, 2026	\$1677.70	January 25, 2026	\$25.00	\$1705.70
February 15, 2026	\$1191.66	February 25, 2026	\$25.00	\$1216.66
March 15, 2026	\$1191.66	March 25, 2026	\$25.00	\$1216.66
April 15, 2026	\$1191.66	April 25, 2026	\$25.00	\$1216.66
May 15, 2026	\$1191.66	May 25, 2026	\$25.00	\$1216.66
June 15, 2026	\$1191.66	June 25, 2026	\$25.00	\$1216.66

These windows will be purchased and installed by Austro Construction Company and will require you to sign a contract with them.

Should you choose to purchase your windows and/or sliding glass doors through another company, you must submit an ACC form (found on the Omega Villas website) with the contract from that company and detailed pictures of the windows/doors being installed. Completion and approval of all required paperwork submitted through the Omega Villas website will remove the Special Assessment charges but must be received prior to the first installment.

Thank you for your prompt attention to this matter,
Omega Villas Board of Directors

PGT Impact Windows	Size	Unit Price	Quantity	Total
Wood Base	72x24	\$ 1,050	1	\$1050
Wood Base	72x60	\$ 2,250	1	\$2250
Wood Base	72x36	\$ 1,450	2	\$2900
Upper Windows	52x37	\$ 950	2	*\$1900
Subtotal				\$8100
Payment Received				*\$950
Balance Due				\$7150
6% Permit Fees				\$486
Grand Total				\$7636

9589 0710 5270 2589 9095 80

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



9589 0710 5270 2589 9095 80

Maintenance Fee Auto Debit Authorization

Name on Deed: _____
Property Address: _____
Mailing Address: _____
Name of Bank: _____
(US Bank Only)
Name on Bank Account: _____
Home Phone: _____ Cell Phone: _____
Email Address: _____

I have included a **Blank Voided Check** and hereby authorize my financial institution to debit my account in the name of my Condominium or Homeowners Association. I understand the debit will appear on my bank statement under the description of "**Association Lock Box.**" between the 5th and the 10th day of each month, if a monthly assessment, or between the 5th and 10th day of the first month of the quarter, if a quarterly assessment. In addition, **I understand this auto debit will continue until I notify my association in writing 30 days prior to canceling or changing the bank account used for the auto debit.** I also give the association authority to change the auto debit, as maintenance fees are changed by the Board of Directors, in future years.

PLEASE ATTACH A BLANK VOIDED CHECK TO THIS FORM

Return this form by the 21st of the month PRIOR to start month.

Start Month & Year: _____
Assessment Frequency: _____ Monthly _____ Quarterly
Maintenance Fee: \$ _____

You will be sent a letter confirming the month EFT will start.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

Signature: _____
Date: _____

You may email this form to customerservice@jeafinancialgroup.com