



Shawn Martin <sem2000s@gmail.com>

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

Shawn Martin <sem2000s@gmail.com>

Wed, Jan 7, 2026 at 2:54 PM

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Subject: Additional Record Materials – Case No. 2025-06-1476

Good afternoon,

This email serves as a brief follow-up to supplement the arbitration record with additional correspondence exchanged in connection with the above-referenced matter.

For completeness and transparency, I am submitting copies of counsel's written responses related to the issues already before the Division. These materials are provided to ensure the record reflects the full exchange between the parties.

These documents are submitted for record purposes only and are not intended to supplement argument.

Please confirm receipt at your convenience.

Respectfully,

Shawn Martin
Unit Owner & Whistleblower – Omega Villas Condominium Association
[Quoted text hidden]

2 attachments

 ORDER ON SUMMARY DISPOSITION 10726.pdf
139K

 motion for summary disposition 10726.pdf
201K

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

IN RE: PETITION FOR ARBITRATION

CASE NO: 2025-06-1476

OMEGA VILLAS
CONDOMINIUM ASSOCIATION. INC.

Petitioner

v.

SHAWN MARTIN

Respondent

/

PETITIONER'S MOTION FOR SUMMARY DISPOSITION

COMES NOW, the PETITIONER OMEGA VILLAS CONDOMINUM ASSOCIATION, INC. by and through its undersigned attorney respectfully moves this Arbitrator pursuant to Florida Administrative Code 61B-45.030 for entry of a Summary Final Order in favor of Petitioner and against the Respondent, SHAWN MARTIN. In support of the Motion for Summary Disposition, Petitioner states as follows:

FACTS OF THE CASE

1. Petitioner, OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., (hereafter "Omega Villas") is a Condominium Association, organized pursuant to the provisions of Declaration of Condominium and Section 718, Florida Statutes, for the purpose of administrating the property within the community known as the Omega Villas, a condominium. The Association is comprised of 4 phases.
2. Respondent, Shawn E. Martin, is the owner of the unit located at 1760 NW 73rd Ave #48, Plantation, Florida 33313 in Omega Villas and is obligated to comply with the provisions of the Association's Declaration, By-Laws, Rules and

Regulations and other governing documents. Mr. Martin's unit is located in Phase 2.

3. The Association is in the process of completing their forty (40) year certification. The City of Plantation is fining each phase of the Association daily for not completing their forty (40) year certification timely. Although Respondent is on the board and fully aware of the Association's situation, he is refusing the Association access to inspect his windows (as required by the certification process) and is demanding that the Association obtain a Court Order to inspect his unit. Mr. Martin's Phase has the highest fines of the phases.
4. The Omega Villas Declaration states in Article XIV(C)(1): Each unit owner agrees as follows: **To maintain in good condition and repair** his unit and all interior surfaces within his unit, and **the entire interior of his unit** (including, where applicable, a storage room, entry way, porch, patio or room, and any screening thereof, whether same is a portion of a unit or a limited common element of a unit, subject to the provisions of Article XV of this Declaration, ... within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors, **windows**, screening and glass, all exterior doors (except the painting of the exterior of exterior doors shall be a common expense of the Condominium)...
5. Article XIV(C)(4) of the Omega Declaration states: Each unit owner agrees as follows: To allow the Management Firm, the Board or the agents or employees of the Management Firm or the Association to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units, **limited common elements or the common elements**, or to determine in case of emergency circumstances threatening units, limited common elements or

the common elements, or **to determine compliance with the provisions of this Declaration and the By-Laws of the Association.**

6. This section of the Declaration clearly makes the unit owners responsible to maintaining in good condition and repair the windows in the unit. Failure to do so, would result in the unit owner having to purchase new windows to be installed during the forty (40) year certification.
7. On or about June 20, 2025, the Special Engineers came to the Respondents unit to inspect his unit (and all of the units in that phase). When they came to the property, they came upon a notice posted on the fence door stating “NOTICE – PRIVATE PROPERTY. No Entry is Permitted without written owner present. Unauthorized entry will be treated as trespassing and may end in legal action.” A copy of the pictures is attached to the Petition as Exhibit “B” and is incorporated herein by this reference.
8. In response to Respondent’s actions, the Association had the undersigned attorney send a letter dated July 31, 2025 marked Exhibit “C” to the Petition and incorporated herein by this reference, demanding access on August 12, 2025 at 10:00 a.m. to complete the certification.
9. In response, Respondent sent an email to approximately 100 people¹, entitled SUBJECT: RE: UNAUTHORIZED INSPECTION ATTEMPT – NO ENTRY WITHOUT A COURT ORDER and enclosed the undersigned’s letter. A copy of the email was enclosed as “Exhibit “D” to the Petition and is incorporated herein by this reference.

1. Including the DBPR representatives (including Richard Otway),

10. The email referenced above was followed on the same day with another email to the same people, entitled SUBJECT: LAW ENFORCEMENT NOTICE: NO ENTRY WITHOUT COURT ORDER – ONGOING LEGAL & REGULATORY OVERSIGHT. In this email, Respondent reasserts his position that the Association must obtain a court order to gain entry into his backyard (limited common elements) to inspect his windows for the 40-year certification. A copy of that email was attached to the Petition as Exhibit “E” and is incorporated herein by this reference.
11. Respondent is on the Board and knows that the Association is required to complete their Forty (40) year certification. Despite Petitioner providing a specific date and time to allow the inspection, when the Engineer and Property Manager came to Respondent’s unit on August 12, 2025 at 10:00 a.m., Respondent was not on property and did not answer the door. The Engineer and Manager waited for over an hour to gain entry for the inspection, but Respondent did not provide entry into the unit for the inspection of his windows, nor did he provide any alternative dates or times for entry.

LEGAL ARGUMENT

12. In accordance with Article XIV(C)(1) of the Declaration, the unit owners are responsible to maintain their windows in good condition and repair the windows. Once the Engineer/Special Inspector has inspected the window and the windows fail, the unit owner is required to purchase a new window(s). Respondent was fully aware that he could not reinstall forty-year (40) or fifty (50) year old windows as they will cause damage to Association property as well as a cause a hazard to the health of the occupants in the units.

13. The Florida Statutes and Declaration are clear that the Unit Owner and any occupant are obligated to cooperate with the Association and allow access for entry to inspect and make necessary repairs, or to prevent damage to the common elements or other units.
14. Section 718.111(5), Florida Statutes, provides that “the association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to common elements or to a unit or units.”
15. The right of access is irrevocable and numerous excuses for failing to provide access have been rejected by the Department of Business and Professional Regulation’s Condominium Section. See *Costa Bella Assoc., Inc. v. Simmons*, et al, Arb. Case No. 02-4624, Final Order (June 7, 2002) (in light of the irrevocable nature of the right of association access, numerous defenses have been considered and rejected, including: distrust of association personnel, fear that property will be damaged or stolen by persons gaining access, and even the claim that the owner keeps national defense secrets secured in his unit).
16. An impermissible denial of access occurs where a unit owner seeks to place conditions upon the association's access to his or her unit. *Park Lake Towers Condo. Ass'n, Inc. v. Halley*, Arb. Case No. 2003-08-3367, Amended Final Order on Motions for Attorney's Fees (January 28, 2004) (Where the association sought access to the respondent's unit in order to fix a plumbing assembly, and where the respondent directed that the association would only be permitted access upon

providing proof of insurance and a valid building permit, the respondent was held to have denied access to the unit.) Unit owners may be required to provide the Association with keys to their units, because the right of access is for the protection of all units within a building and the owner of one unit may not be available to give permission at the time of an emergency. *Costa Bella Ass'n, Inc. v. Scuteri*, Arb. Case No. 02-4624, Final Order (June 7, 2002).

17. Despite demand for the Respondent to provide access and giving him weeks to coordinate a date and time set in the demand so that the Engineers and contractors could inspect, the Respondent continues to argue that the Association is not entitled to access without a court order.
18. As a result of Respondent's breaches, the Association has been damaged and will be irreparably harmed if Respondent's violations are not enjoined. As a board member, Respondent is willfully precluding the Association from completing their certification and is intentionally forcing his phase to continue to incur daily fines from the City without regard for his neighbors. Should Respondent continue to preclude access, his phase and all of his neighbors in that phase, will continue to be fined daily until he is forced to comply with a Court Order.

REQUEST FOR RELIEF

WHEREFORE, Petitioner, OMEGA VILLAS CONDOMINUM ASSOCIATION, INC, moves the Arbitrator for the entry of Summary Final Disposition in its favor and order the Respondent to provide access to the unit for inspection and to cooperate with the findings of the Engineer and; providing access to his unit for contractors to perform inspections and any other work for the certification, as necessary, and provide any other relief that this Arbitrator deems just and proper and award the Association its attorney's

fees and costs incurred to enforce compliance.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via email on the 7th day of January, 2026 on Shawn Martin, 1760 NW 73rd Avenue #48, Plantation, FL 33313-4433, smartin@iscccompany.net; sem2000s@gmail.com and by fax to the Arbitrator as the undersigned was not sure if the fax number on the Motion in Limine was the proper fax number for Mr. Martin.

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

IN RE: PETITION FOR ARBITRATION

CASE NO: 2025-06-1476

OMEGA VILLAS
CONDOMINIUM ASSOCIATION. INC.

Petitioner

v.

SHAWN MARTIN

Respondent

/

FINAL ORDER ON SUMMARY DISPOSITION

THIS CAUSE has come on for consideration upon the Arbitrator's determination of the Summary Disposition of the above referenced matter after having reviewed the Petitioner and Respondent's Motion's for Summary Disposition and determining that there are no issues of fact in this matter, the undersigned has reviewed the Department's file related to this arbitration and has determined at the Case Management Conference that neither party indicated when asked by the arbitrator that there were no disputed issues of material fact that required an evidentiary hearing and that the parties shall only argue their respective legal positions in their competing Motions for Summary Dispositions.

FINDINGS OF FACT

Petitioner, OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., (hereafter "Omega Villas") is a Condominium Association, organized pursuant to the provisions of Declaration of Condominium and Section 718, Florida Statutes, for the purpose of administrating the property within the community known as the Omega Villas, a condominium. The Association is comprised of 4 phases.

Respondent, Shawn E. Martin, (hereinafter "Martin), is the owner of the unit located at 1760 NW 73rd Ave #48, Plantation, Florida 33313 in Omega Villas and is obligated to comply with the provisions of the Association's Declaration, By-Laws, Rules and Regulations and other governing documents. Mr. Martin's unit is located in Phase 2.

The Association is in the process of completing their forty (40) year certification. The City of Plantation is fining each phase of the Association daily for not completing their forty (40) year certification timely. Although Martin is on the board and fully aware of the Association's situation, he is refusing the Association access to inspect his windows (as required by the certification process) and is demanding that the Association obtain a Court Order to inspect his unit. Mr. Martin's Phase has the highest fines of the phases.

The Omega Villas Declaration states in Article XIV(C)(1): Each unit owner agrees as follows: To maintain in good condition and repair his unit and all interior surfaces within his unit, and the entire interior of his unit (including, where applicable, a storage room, entry way, porch, patio or room, and any screening thereof, whether same is a portion of a unit or a limited common element of a unit, subject to the provisions of Article XV of this Declaration, ... within the unit, electric panels, electric wiring and electric outlets and fixtures within the unit; interior doors, windows, screening and glass, all exterior doors (except the painting of the exterior of exterior doors shall be a common expense of the Condominium)...

Article XIV(C)(4) of the Omega Declaration states: Each unit owner agrees as follows: To allow the Management Firm, the Board or the agents or employees of the Management Firm or the Association to enter into any unit for the purpose of

maintenance, inspection, repair, replacement of the improvements within the units, limited common elements or the common elements, or to determine in case of emergency circumstances threatening units, limited common elements or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

This section of the Declaration clearly makes the unit owners responsible to maintaining in good condition and repair the windows in the unit. Failure to do so, would result in the unit owner having to purchase new windows to be installed during the forty (40) year certification.

On or about June 20, 2025, the Special Engineers came to the Martin unit to inspect (and all of the units in that phase). When they came to the property, they came upon a notice posted on the fence door stating “NOTICE – PRIVATE PROPERTY. No Entry is Permitted without written owner present. Unauthorized entry will be treated as trespassing and may end in legal action.” In response to Martin’s actions, Omega Villas had their attorney send the statutory pre-requisite letter dated July 31, 2025 to Martin demanding access on August 12, 2025 at 10:00 a.m. to complete the certification.

In response, Martin sent an email to approximately 100 people, entitled SUBJECT: RE: UNAUTHORIZED INSPECTION ATTEMPT – NO ENTRY WITHOUT A COURT ORDER reasserting his position that the Association must obtain a court order to gain entry into his backyard (limited common elements) to inspect his windows for the 40-year certification.

When the Engineer and Property Manager came to Martin’s unit on August 12, 2025 at 10:00 a.m., Martin was not on property and did not answer the door. The

Engineer and Manager waited for over an hour to gain entry for the inspection, but Martin did not provide entry into the unit for the inspection of his windows, nor did he provide any alternative dates or times for entry.

Conclusions of Law

In accordance with Article XIV(C)(1) of the Declaration, the unit owners are responsible to maintain their windows in good condition and repair the windows. Once the Engineer/Special Inspector has inspected the window and the windows fail, the unit owner is required to purchase new window(s). Martin was fully aware that he could not reinstall forty-year (40) or fifty (50) year old windows as they will cause damage to Association property as well as a cause a hazard to the health of the occupants in the units.

The Florida Statutes and Declaration are clear that the Unit Owner and any occupant are obligated to cooperate with the Association and allow access for entry to inspect and make necessary repairs, or to prevent damage to the common elements or other units.

Section 718.111(5), Florida Statutes, provides that "the association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to common elements or to a unit or units." The right of access is irrevocable and numerous excuses for failing to provide access have been rejected by the Department of Business and Professional Regulation's Condominium Section. See *Costa Bella Assoc., Inc. v. Simmons*, et al, Arb. Case No. 02-4624, Final Order (June 7, 2002) (in light of the irrevocable nature of the right of association access, numerous defenses have been

considered and rejected, including: distrust of association personnel, fear that property will be damaged or stolen by persons gaining access, and even the claim that the owner keeps national defense secrets secured in his unit).

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

Despite demand for Martin to provide access and providing him weeks to coordinate a date and time set in the demand so that the Engineers and contractors could inspect, he argues that the Association is not entitled to access without a court order. As a result of Martin's breach, Omega Villas has been damaged and will be irreparably harmed if Martin is not ordered to provide access. As a board member, Martin is willfully precluding the Association from completing their certification and is intentionally forcing his phase to continue to incur daily fines from the City without regard for his neighbors. Should Martin continue to preclude access, his phase and all of his neighbors in that phase, will continue to be fined daily until he is forced to provide access.

Based upon these findings, it is **ORDERED**:

- (1) Respondent, Shawn Martin, shall hereinafter fully abide by Section 718.111(5), Florida Statutes and with Article XIV(C)(1) of the Declaration of Condominium for Omega Villas Condominium, Inc, as far as providing the Association access to the limited common elements on the outside and interior, if necessary, for the inspection of the windows etc., of 1760 NW 73rd Ave #48 to conduct any work necessary to inspect, remove and install the windows to complete the certification. Also, Respondent shall hereinafter fully comply with the provisions of the Association's governing documents with respect to allowing access to the Association with regard to completing the certification process so that the Association can stop being fined by the City daily.
- (2) Access to 1760 NW 73rd Ave #48, on the limited common elements or inside of the unit, if necessary, shall be granted by Respondent within ten (10) days of the date of email, regular and certified mail (whether accepted or not), of this Final Order on as provided in paragraph 3, *infra*.
- (3) In the event Respondent fails to provide Petitioner or Petitioner's designated agents access to condominium unit as required by this Final Order, Petitioner may seek the enforcement of this Final Order before a court of competent jurisdiction.
- (4) Petitioner is the prevailing party in this arbitration with respect to claims asserted in the Petition against Respondent, Shawn Martin, related to the violation of Florida Statutes and the Declaration of Condominium.

DONE AND ORDERED this ____ day of January, 2026, at Tallahassee, Leon County, Florida

Kevin C. Beuttenmuller, Senior Attorney
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