Gmail 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, jpmmhelp@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]

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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.

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.

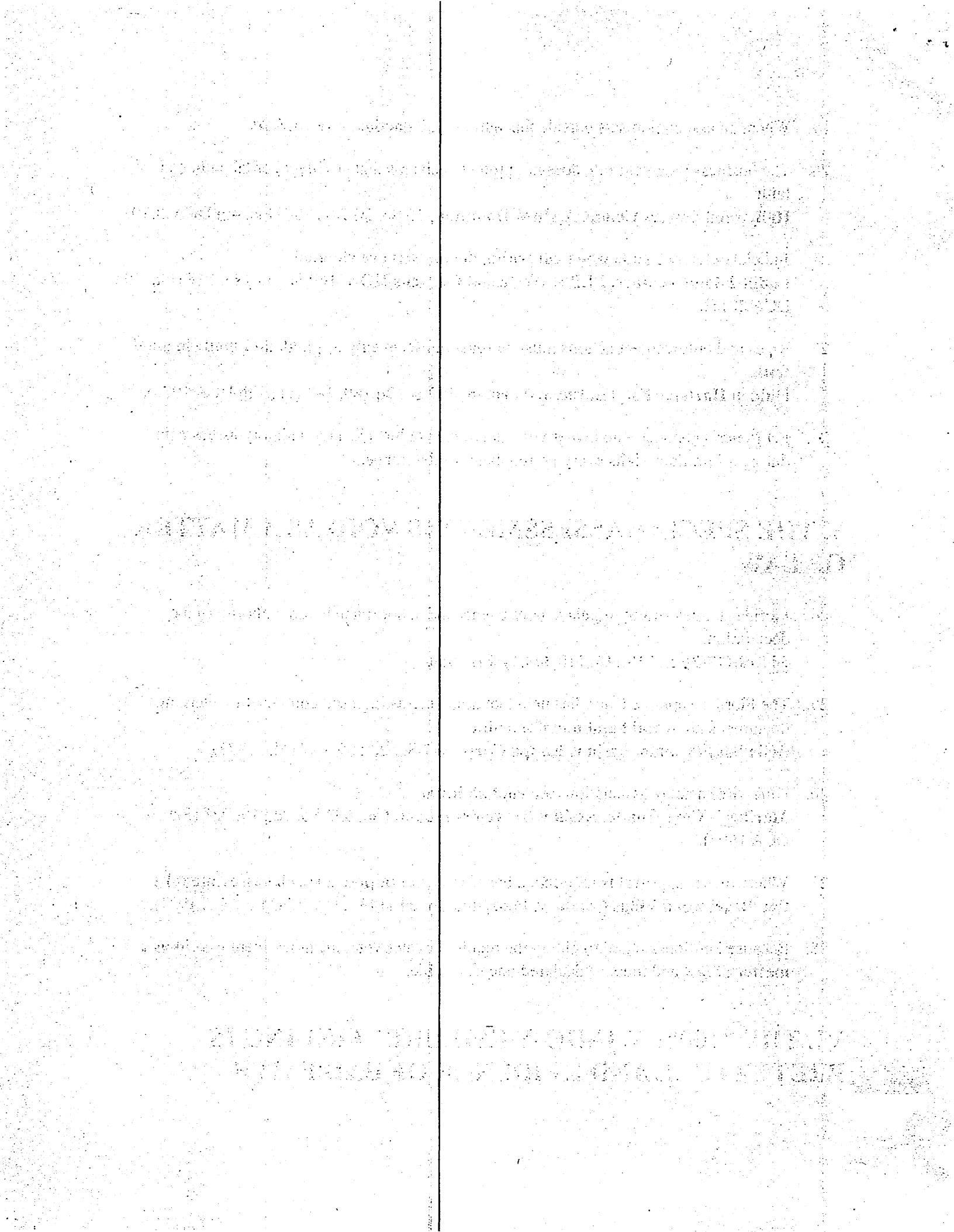
25. The Florida Supreme Court has held that assessments imposed contrary to governing documents are **invalid and unenforceable.**
Avila South Condo. Ass'n v. Kappa Corp., 347 So. 2d 599, 607 (Fla. 1977).

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
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*

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,

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

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

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.

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

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:

Shawn Martin
1760 NW 73rd Avenue Fort Lauderdale, FL 33313
T-954.716.0915
E- smartin@isccompany.net

Certificate of Service Attached

Verification

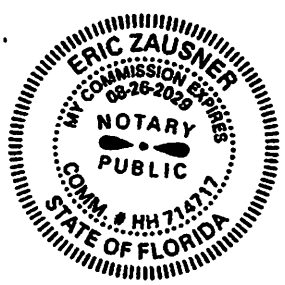
Shawn Martin, being duly sworn, deposes and says:

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



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.

(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

(NOTARY PUBLIC)

ERIC ZAUSNER
MY COMMISSION EXPIRES
08-26-2029
NOTARY
PUBLIC
COMM. # HH 714717
STATE OF FLORIDA

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