

owners, and enforced through retaliation and financial coercion.

5. Although the arbitrator entered a Summary Final Order in favor of the Association, the arbitrator:
 - Ignored controlling Florida Supreme Court precedent;
 - Failed to apply the doctrine of **unclean hands**;
 - Failed to address **ultra vires special assessments**;
 - Failed to consider **post-filing bad-faith conduct**; and
 - Improperly afforded deference to actions taken **during pending arbitration**.
6. Because this matter proceeds **de novo**, this Court must decide **all issues anew**, without regard to the arbitrator's conclusions.

FACTUAL BACKGROUND

7. The Association alleged that Plaintiff's windows had "failed" and required replacement.
8. The Association's inspection process resulted in a **100% failure rate** for inspected units—an outcome that is facially implausible and evidences a **predetermined conclusion rather than individualized evaluation**.
9. Every unit owner has either:
 - a. Replaced windows at personal expense; or
 - b. Been threatened or compelled through enforcement action.
10. While arbitration was pending, the Association **levied a special assessment against Plaintiff's unit** for window replacement—**before any adjudication on the merits**.
11. The Association did so **without the unit-owner vote required by the Declaration, Bylaws, and Florida law**.