

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

**IN RE: PETITION FOR ARBITRATION**

**OMEGA VILLAS  
CONDOMINIUM ASSOCIATION, INC.**

**Petitioner**

**v.**

**SHAWN MARTIN**

**Respondent**

**CASE NO. 2025-06-1476**

Filed with  
Arbitration Section

JAN 13 2025

Div. of FL Condos, Timeshares & MI  
Dept. of Business & Professional Reg.

**SUMMARY FINAL ORDER**

**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's and Respondent's Motions for Summary Disposition (With Proposed Final Orders) 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 confirmed at the Case Management Conference with each party's counsel that neither party asserted when asked by the arbitrator that there were disputed issues of material fact that required an evidentiary hearing. Consequently, the parties affirmed that they would only argue their respective legal positions in their competing Motions for Summary Dispositions.<sup>1</sup>

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<sup>1</sup> In this regard, Respondent in his pending motion has argued collateral issues that have allegedly cropped up after the initiation of this arbitration related to the Association's assessments of unit owners. Those issues are not part of the pleadings in this arbitration and, if they had been, the matter of disputes over an association's assessments are not within the Department's jurisdiction under Section 718.1255(4), Florida Statutes (Fla. Stat.). Consequently, the collateral issues raised by Respondent about the Petitioner's motivation in levying recent assessments are not addressed in this Summary Final Order.

## 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" or "Respondent"), is the owner of the unit located at 1760 NW 73<sup>rd</sup> Ave #48, Plantation, Florida 33313 ("the Martin Unit") 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. The Martin Unit is located in Phase 2 of Omega Villas.

The Association is in the process of completing a mandated forty (40) year certification. The City of Plantation is fining each phase of the Association daily for not timely completing their forty (40) year certification. Although Respondent is a director on the Association's Board of Directors and is fully aware of the Association's responsibilities, he has taken a position of refusing the Association's requested access to inspect his windows in the Martin unit (as required by the certification process) and is demanding that the Association obtain a Court Order to inspect the Martin unit.

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 to 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 Martin unit, they found 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 enter into his backyard (limited common elements) to inspect his windows for the 40-year certification.

When the Engineer and Property Manager came to the Martin 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**

The Department has jurisdiction over the Parties and the disputes raised by the pleadings pursuant to Section 718.1255, Fla. Stat. The undersigned finds because there are no issues of material fact in dispute after the filings provided by the Parties, this arbitration is appropriate for summary disposition pursuant to Rule 61B-45.030, Florida Administrative Code. The parties concurred with this assessment at the Hearing for Case Management held on December 16, 2025.

In accordance with Article XIV(C)(1) of the Declaration, the unit owners are responsible for maintaining 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).

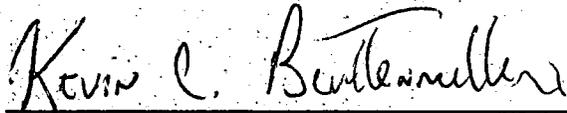
Despite demand from the Association for Martin to provide access and providing him with weeks of accommodation to coordinate an agreed-to date and time for the Engineers and contractors to inspect the Martin Unit, Respondent argues that the Association is not entitled to access without first securing a court order. As a result of Martin's breach, of his obligation to permit reasonable inspection 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 40-year certification and is intentionally forcing his phase to continue to incur daily fines from the City of Plantation without regard for the expense being incurred by 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 ordered to provide access.

Based upon these findings and conclusions of law, 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 of the Martin unit, if necessary, for the inspection of the windows etc., of 1760 NW 73<sup>rd</sup> 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 and its agents with regard to completing the certification process so that the Association can stop being fined by the City.
- (2) Access to 1760 NW 73<sup>rd</sup> Ave #48, on the limited common elements or inside of the Martin 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 or 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 Summary Final Order, Petitioner may seek the enforcement of this Final Order before a court of competent jurisdiction in and for Broward County, Florida.
- (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 13<sup>th</sup> day of January, 2026, at Tallahassee, Leon County, Florida



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### **Trial de novo and Attorney's Fees**

This decision shall be binding on the parties unless a complaint for trial *de novo* is filed in accordance with section 718.1255, Florida Statutes. As provided by section 718.1255, Florida Statutes, the prevailing party in this proceeding is entitled to have the other party pay reasonable costs and attorney's fees. Any such request must be filed in accordance with Rule 61B-45.048, Florida Administrative Code.

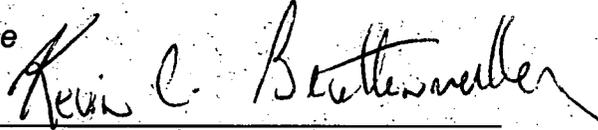
### **CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that a true and correct copy of the foregoing Summary Final Order was served via US Mail and email on this 13th day of January 2026 on the following:

Rhonda Hollander, Esq.  
Hollander, Goode & Lopez, PLLC  
314 South Federal Highway  
Dania Beach, FL 33004  
rhonda@hgl-law.com  
Attorney for Petitioner

and

Shawn E. Martin  
1760 NW 73<sup>rd</sup> Avenue, #48  
Plantation, FL 33313-4433  
smartin@isccompany.net  
Respondent, appearing *pro se*

A handwritten signature in black ink, reading "Kevin C. Beuttenmuller". The signature is written in a cursive style with a large initial "K" and a long, sweeping underline.

Kevin C. Beuttenmuller, Arbitrator