UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

SHAWN EVANS MARTIN,

Case No. 26-12628-PDR
Chapter 7

Ref Doc #22

Debtor.

_______________________________/

VERIFIED DEBTOR'S OBJECTION TO MOTION FOR RELIEF FROM STAY

PRELIMINARY STATEMENT

Debtor Shawn Evans Martin ("Debtor"), appearing pro se, hereby objects to the Motion for Relief from Stay (Doc. 22) (the "Motion") filed by Omega Villas Condominium Association, Inc. (the "Association") pursuant to 11 U.S.C. § 362(d) and Local Rule 4001-1(C) of the United States Bankruptcy Court for the Southern District of Florida.

The Motion should be denied in its entirety. The Association's request rests on two legally deficient grounds. First, the Association claims secured creditor status without having recorded any lien against the Debtor's property as of the petition date, rendering it an unsecured creditor under Florida law and Eleventh Circuit precedent. Because it holds no perfected lien, relief under 11 U.S.C. § 362(d)(2) is categorically unavailable. Second, the Association has failed to demonstrate "cause" under 11 U.S.C. § 362(d)(1). The factual assertions underlying the Motion—including an alleged window inspection "failure"—are speculative, contradicted by the Association's own prepetition correspondence, and legally insufficient to overcome the strong protections of the automatic stay. Moreover, the Association's attempt to use this Court to perfect a lien post-petition for a prepetition debt is expressly prohibited by Eleventh Circuit precedent.

For all of these reasons, the Motion must be denied.

STATEMENT OF RELEVANT FACTS

1. On or about the petition date, the Debtor filed a voluntary petition for relief under Chapter 7 of the Bankruptcy Code.

2. The Debtor owns and occupies Unit 10-48 of Omega Villas II, a condominium located at 1760 NW 73rd Avenue, #48, Plantation, Florida 33313 (the "Property").

3. A search of the Broward County Public Records as of March 29, 2026, reveals no recorded Claim of Lien filed by the Association against the Property as of the petition date. The Association is fully familiar with the mechanics of perfecting a lien under Florida Statute § 718.116(5)(a), having recorded liens against other units in the complex as recently as March 25, 2026. (Exhibit 1 – Broward County Property Records; Exhibit 2 – Recorded Liens on Other Units.)

4. As of July 2025, prepetition correspondence from the Association confirms that access to the Debtor's unit had not yet been granted for the purpose of conducting a structural inspection. Indeed, the Association filed a complaint with the Department of Business and Professional Regulation ("DBPR") for the express purpose of compelling such access. A final inspection of the Debtor's windows has therefore never been completed, and any characterization of the windows as having "failed" inspection is factually inaccurate and speculative. (Exhibit 3 – Prepetition Correspondence Requesting Inspection Access.)

5. The municipal fines referenced in the Motion were caused by the Association's own admitted delay in initiating the forty-year certification process, as the Association expressly concedes in paragraph 9 of the Motion ("Due to the delay of the Association in starting the process of completing their forty (40) year certification, the City of Plantation started fining each phase of the Association daily..."). The Debtor bears no responsibility for the Association's administrative tardiness.

6. In January 2026, the Debtor timely filed a Trial De Novo of the DBPR mediator's ruling in Broward County Circuit Court, Case No. CACE-26001319, which encompasses the underlying access and assessment disputes at issue in this Motion. That litigation remains pending. (Exhibit 4 – State Court Docket.)

7. The Movant's motion state a lien against the Debtor was in process under Fla. Stat. §§ 718.116 and 718.121 at the time the Debtor filed his bankruptcy petition. The Association contends in paragraph 24 of the Motion that the Debtor filed bankruptcy to stay completion of the certification process. This characterization is disputed. The filing of a bankruptcy petition is a right expressly afforded to debtors under 11 U.S.C. § 301, and the invocation of that right—whatever the timing—does not constitute bad faith as a matter of law. See In re Natural Land Corp., 825 F.2d 296 (11th Cir. 1987).

8. The Debtor's financial condition deteriorated significantly in 2025 due to serious medical issues; including but including a cancer diagnosis and multiple surgical procedures. Despite these circumstances, the Debtor continued making payments toward until his financial position deteriorated and all resources were exhausted. The Bankruptcy filing was the result of financial hardship not litigation tactics.

LEGAL STANDARD

The automatic stay is among the most fundamental debtor protections in the Bankruptcy Code. Midlantic Nat'l Bank v. New Jersey Dep't of Envtl. Prot., 474 U.S. 494, 503 (1986). It "gives the debtor a breathing spell from his creditors" and "permits the debtor to attempt a repayment or reorganization plan, or simply to be relieved of the financial pressures that drove him into bankruptcy." H.R. Rep. No. 95-595, at 340 (1977). Courts have consistently described the automatic stay as "one of the fundamental debtor protections provided by the bankruptcy laws." Id.; see also In re Delco Oil, Inc., 599 F.3d 1255, 1258 (11th Cir. 2010).

Under 11 U.S.C. § 362(g), the party seeking relief from the automatic stay bears the burden of proof on all issues. Specifically, "the party requesting relief has the burden of proof on the issue of the debtor's equity in property" and "the party opposing such relief has the burden of proof on all other issues." 11 U.S.C. § 362(g); see also In re Sonnax Industries, Inc., 907 F.2d 1280, 1285 (2d Cir. 1990). Relief from the automatic stay is considered "an extraordinary remedy" that should not be granted lightly. In re Albany Partners, Ltd., 749 F.2d 670, 672 (11th Cir. 1984). The movant must make a clear showing of cause before such relief is warranted. Id.

ARGUMENT

I. THE ASSOCIATION IS AN UNSECURED CREDITOR AND CANNOT SATISFY THE REQUIREMENTS OF 11 U.S.C. § 362(d)(2).

A. The Association's Lien Was Not Perfected as of the Petition Date.

The Association asserts without qualification that it is a "secured creditor." (Mot. ¶ 1.) This assertion is legally incorrect. Under Florida Statutes § 718.116(5)(a), a condominium association's lien for unpaid assessments "is effective from and shall relate back to the recording of the original declaration of condominium." However, the lien is enforceable only upon recording a Claim of Lien in the public records of the county in which the condominium is located. Fla. Stat. § 718.116(5)(b). As of the petition date, no such Claim of Lien had been recorded by the Association against the Debtor's unit. (Exhibit 1.)

The legal consequence of this failure is dispositive: a lien that has not been perfected by the petition date is treated as an unsecured claim in bankruptcy. See In re Haas, 31 F.3d 1081, 1086 (11th Cir. 1994) (holding that unperfected liens are treated as unsecured claims); In re Thomas, 883 F.2d 991, 995 (11th Cir. 1989) (unperfected security interest subject to avoidance as unsecured claim); see also 11 U.S.C. § 544(a)(1) (trustee may avoid unperfected security interest). An unperfected lien that is avoidable under § 544 cannot serve as the basis for stay relief under § 362(d)(2). See In re Vitreous Steel Products Co., 911 F.2d 1223, 1234 (7th Cir. 1990).

Significantly, the record demonstrates that the Association is fully competent to record liens when it chooses to do so, having filed liens against other units in the complex as recently as March 25, 2026—just days before filing the instant Motion. The Association's selective failure to record a lien against the Debtor's unit is not an oversight; it is a legal deficiency with binding consequences.

B. Without a Perfected Lien, the Association Cannot Satisfy the Two-Part Test Under § 362(d)(2).

Relief under 11 U.S.C. § 362(d)(2) requires the movant to establish both: (1) that the debtor does not have equity in the property; and (2) that the property is not necessary for an effective reorganization. 11 U.S.C. § 362(d)(2). As the Eleventh Circuit has held, the § 362(d)(2) analysis presupposes that the movant holds a secured interest in the property. See Grundy Nat'l Bank v. Tandem Mining Corp., 754 F.2d 1436, 1440 (4th Cir. 1985) (creditor without secured interest lacks standing to seek relief under § 362(d)(2)); In re Ditech Holding Corp., 2019 WL 4073378, at *7 (Bankr. S.D.N.Y. 2019).

The Association holds no perfected lien. It is an unsecured creditor. Therefore, it lacks standing to seek relief under § 362(d)(2) as a matter of law. This alone warrants denial of the Motion in its entirety.

C. Any Attempt by the Association to Perfect a Lien Post-Petition Would Violate the Automatic Stay.

The Association's Motion appears to be, at least in part, a predicate for post-petition lien perfection. The automatic stay expressly prohibits "any act to create, perfect, or enforce any lien against property of the estate." 11 U.S.C. § 362(a)(4). The Eleventh Circuit has held unequivocally that creditors may not use the bankruptcy process to improve their prepetition position. See In re Delta Resources, Inc., 54 F.3d 722, 729 (11th Cir. 1995); BorgWarner Acceptance Corp. v. Hall, 685 F.2d 1306, 1310 (11th Cir. 1982). Any post-petition attempt by the Association to record a Claim of Lien for prepetition assessment debt would constitute a willful violation of the automatic stay subject to sanctions under 11 U.S.C. § 362(k). See In re Jove Engineering, Inc., 92 F.3d 1539, 1544 (11th Cir. 1996) (willful stay violation justifies actual damages, costs, and attorney's fees).

II. THE ASSOCIATION HAS FAILED TO ESTABLISH "CAUSE" FOR RELIEF UNDER 11 U.S.C. § 362(d)(1).

Even if the Court were to consider the Association's motion under § 362(d)(1), it fails on that ground as well. Section 362(d)(1) permits the Court to grant stay relief "for cause, including the lack of adequate protection of an interest in property." The term "cause" is not defined in the Bankruptcy Code and must be determined on a case-by-case basis. In re Fernandez-Vargas, 2006 WL 3782974, at *3 (Bankr. S.D. Fla. 2006). Relief from the automatic stay is an extraordinary remedy, and the movant bears the burden of proving cause by a preponderance of the evidence. In re Albany Partners, Ltd., 749 F.2d at 672.

A. The Alleged Inspection "Failure" Is Speculative and Lacks Evidentiary Foundation.

The Association alleges that the Debtor's windows "failed" inspection and that this structural deficiency constitutes cause for stay relief. (Mot. ¶¶ 11, 16.) This allegation is factually inaccurate and cannot meet the evidentiary standard required under § 362(g). The Association's own prepetition correspondence confirms that it sought access to the Debtor's unit through DBPR proceedings precisely because access had not yet been granted. (Exhibit 3.) Without access, no structural inspection of the Debtor's unit was completed. Without a completed inspection, the Association's assertion that windows "failed" is not an evidentiary finding—it is an unverified allegation. Allegations in a motion for relief from stay, without more, are insufficient to carry the movant's burden of proof. See In re Residential Capital, LLC, 501 B.R. 624, 643 (Bankr. S.D.N.Y. 2013); In re 234-6 West 22nd St. Corp., 214 B.R. 751, 757 (Bankr. S.D.N.Y. 1997).

The standard for "cause" under § 362(d)(1) requires evidence of actual, immediate, and concrete harm—not speculative future harm premised on an inspection that has never occurred. See In re Sonnax Industries, Inc., 907 F.2d at 1286; In re Curtis, 40 B.R. 795, 799–800 (Bankr. D. Utah 1984). The Association's claims do not meet this standard.

B. The Municipal Fines Were Caused by the Association's Own Delay, Not the Debtor's Conduct.

The Association cites over $300,000 in municipal fines as evidence of harm justifying stay relief. (Mot. ¶ 9.) However, the Association expressly concedes in paragraph 9 of its own Motion that these fines resulted from its delay in initiating the forty-year certification process. A creditor may not manufacture "cause" for stay relief by pointing to consequences that flow from its own inaction. See In re Sonnax Industries, Inc., 907 F.2d at 1286; In re Millenium Lab Holdings II, LLC, 562 B.R. 614, 628 (Bankr. D. Del. 2016) (self-created hardship does not constitute cause for stay relief). The Association cannot bootstrap its own administrative failure into grounds for extraordinary relief against this Debtor.

Moreover, to the extent the Association seeks to hold the Debtor responsible for fines accruing against Phase 2 as a whole due to his refusal to permit access and replace windows, this is precisely the kind of contested factual and legal dispute that must be resolved through proper adjudication—not through a summary lifting of the automatic stay. The existence of a legitimate, good-faith dispute as to the Debtor's obligations is itself a factor weighing against stay relief. See In re Nazareth, 2010 WL 4923032, at *4 (Bankr. S.D. Fla. 2010).

C. The Pendency of Active State Court Litigation Weighs Against Stay Relief.

The underlying disputes between the Debtor and the Association—including the access and assessment issues raised in the Motion—are the subject of ongoing state court litigation. In January 2026, the Debtor timely filed a Trial De Novo of the DBPR mediator's ruling in Broward County Circuit Court, Case No. CACE-26001319. (Exhibit 4.) The Eleventh Circuit and courts within this district have consistently recognized that lifting the automatic stay to allow piecemeal state court litigation while bankruptcy proceedings are pending can harm the estate and undermine judicial economy. See In re Curtis, 40 B.R. at 806; In re Fernandez-Vargas, 2006 WL 3782974, at *4.

The twelve-factor test applied by courts in this circuit for evaluating stay relief under § 362(d)(1) includes consideration of: (1) whether relief would result in a partial or complete resolution of the issues; (2) the lack of any connection between the stay modification and the bankruptcy case; (3) whether the foreign proceeding involves the debtor as a fiduciary; (4) whether a specialized tribunal has been established to hear the claims; and (5) the interests of judicial economy and the expeditious and economical resolution of the litigation. See In re Fernandez-Vargas, 2006 WL 3782974, at *3 (citing In re Curtis, 40 B.R. 795). Several of these factors weigh heavily in favor of maintaining the stay. The state court action encompasses the core substantive disputes; lifting the stay would splinter that litigation and burden the Debtor with simultaneous proceedings in multiple forums.

IV. THE ASSOCIATION'S CHARACTERIZATION OF THE DEBTOR'S CONDUCT DOES NOT ESTABLISH "CAUSE" AND IS DISPUTED.

The Association's Motion devotes substantial attention to characterizing the Debtor's conduct—describing him as obstructive, willfully noncompliant, and using the bankruptcy filing as a litigation tactic. (Mot. ¶¶ 14, 17–18, 24.) These characterizations are disputed in their entirety and, in any event, are legally irrelevant to the threshold questions before this Court.

The Eleventh Circuit has held that bad faith in filing a bankruptcy petition—to the extent it exists and is proved—is relevant primarily as grounds for dismissal under 11 U.S.C. § 1112(b), not as a basis for stay relief in a Chapter 7 case. See In re Natural Land Corp., 825 F.2d 296, 298 (11th Cir. 1987); In re Laguna Assocs. Ltd. Partnership, 30 F.3d 734, 737 (6th Cir. 1994). The Association has not moved to dismiss this case. Its attempt to import a bad-faith narrative into a § 362(d) motion is procedurally improper.

Furthermore, the Debtor's prior service on the Association's Board of Directors—cited by the Association as evidence of bad faith—is irrelevant. Board service does not waive a debtor's rights under the Bankruptcy Code or under Florida homestead law. See In re Tluscik, 2008 WL 2074077, at *4. The Debtor's exercise of his statutory rights, including the right to dispute assessments and seek judicial review, cannot be characterized as actionable misconduct.

The Debtor further notes that the Association's assertion in paragraph 25 of the Motion that "the Debtor has no personal liability" because of the bankruptcy discharge is premature and legally incorrect at this stage of the Chapter 7 case. Discharge has not yet been entered. Moreover, even post-discharge, the Association retains whatever in rem rights it lawfully possesses—which, as demonstrated above, are none in the absence of a perfected lien.

V. THE TRUSTEE'S NON-OBJECTION DOES NOT SUPPORT GRANTING THE MOTION.

The Association notes that the Chapter 7 Trustee does not object to the Motion. (Mot. ¶ 29.) This statement does not carry the weight the Association implies. The Trustee's non-objection reflects that the Trustee has determined the Property is of no value to the bankruptcy estate: However, the Trustee's non-objection speaks to the estate's interest.

Courts have consistently recognized that a Chapter 7 debtor has standing to object to motions for relief from stay that affect exempt property, independent of the Trustee's position. See In re McLaughlin, 2012 WL 1900002, at *3 (Bankr. D. Mass. 2012); Schwaber v. Reed (In re Reed), 940 F.2d 1317, 1323 (9th Cir. 1991). The Trustee's non-objection therefore provides no basis for granting the Motion.

VI. AN EVIDENTIARY HEARING IS REQUIRED.

The Motion raises material factual disputes that cannot be resolved on the pleadings alone. Specifically, the following factual issues are contested: (1) whether the Association holds any enforceable interest in the Debtor's Property; (2) whether a structural inspection of the Debtor's unit was ever completed; (3) whether the Debtor's windows have been determined to require replacement by a qualified engineer following an actual inspection; (4) whether the municipal fines are attributable to the Debtor's conduct or the Association's own delays; and (5) the current status of the state court litigation and its overlap with the issues in this Motion.

Under 11 U.S.C. § 362(g), the Association bears the burden of proof on each of these issues by a preponderance of the evidence. That burden cannot be satisfied through unverified, conclusory assertions in a motion. The Debtor respectfully requests that this Court set the matter for an evidentiary hearing at which the Association will be required to present admissible evidence in support of its claims. See In re Residential Capital, LLC, 501 B.R. at 643; Fed. R. Bankr. P. 9014 (contested matters governed by motion practice and subject to evidentiary hearing upon request).

CONCLUSION

For all of the foregoing reasons, the Association's Motion for Relief from Stay should be DENIED in its entirety. The Association is an unsecured creditor with no perfected lien, no standing to seek relief under § 362(d)(2), and no legally cognizable "cause" under § 362(d)(1). The Association's self-created hardship, speculative inspection claims, and disputed factual assertions are insufficient to overcome the strong protections of the automatic stay.

In the alternative, should the Court conclude that any aspect of the Motion raises a genuine question warranting further inquiry, the Debtor respectfully requests that this Court: (i) decline to grant stay relief on the present record; (ii) set the matter for an evidentiary hearing at which the Association must discharge its burden of proof under 11 U.S.C. § 362(g); and (iii) grant such other and further relief as the Court deems just and proper, including conditioning any relief on the prohibition of any post-petition lien perfection activity and the payment of the Debtor's costs.

WHEREFORE, the Debtor respectfully requests that this Court enter an Order: (1) DENYING the Motion for Relief from Stay in its entirety; or in the alternative, (2) SETTING the matter for an evidentiary hearing; (3) PROHIBITING any post-petition attempt by the Association to record a lien or perfect any interest against the Debtor's Property; and (4) GRANTING such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Shawn Evans Martin, Debtor, Pro Se
1760 NW 73rd Avenue
Fort Lauderdale, FL 33313
Telephone: (954) 716-0915
Email: Smartin@Icscompany.net

VERIFICATION

STATE OF FLORIDA)

COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared SHAWN EVANS MARTIN, who, being first duly sworn, deposes and says under penalty of perjury:

1. I am the Debtor in the above-captioned Chapter 7 bankruptcy proceeding. I have personal knowledge of the facts set forth in the foregoing Verified Objection to Motion for Relief from Stay

2. I have read the foregoing Objection and verify that all factual statements contained therein are true and correct to the best of my knowledge, information, and belief.

3. As of the petition date, a search of the Broward County Public Records confirmed that no Claim of Lien had been recorded by Omega Villas Condominium Association, Inc. against my property located at 1760 NW 73rd Avenue, #48, Plantation, Florida 33313.

4. The Association has not completed a structural inspection of my unit. The Association's own prepetition correspondence confirms that access to my unit for the purpose of conducting such an inspection had not been granted as of July 2025.

5. The municipal fines referenced in the Association's Motion were caused by the Association's own admitted delay in initiating the forty-year certification process, and not through any action of mine.

Further Affiant Sayeth Naught:

SHAWN EVANS MARTIN, Debtor

Sworn to and subscribed before me this 6th day of April, 2026, by SHAWN EVANS MARTIN, who is personally known to me or produced Florida Driver License as identification.

NOTARY PUBLIC, State of Florida

Official Stamp:

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Verified Debtor's Objection to Motion for Relief from Stay was served on this 6th day of April, 2026, via U.S. Mail, first-class postage prepaid, Upon Counsel for the Movant, Rhonda Hollander, Esq., Hollander, Goode & Lopez, PLLC, 314S. Federal Highway, Dania Beach, FL 33004;

Shawn Evans Martin, Debtor, Pro Se

EXHIBIT LIST

Exhibit 1: Broward County Property Appraiser Records – No Claim of Lien Recorded as of March 29, 2026

Exhibit 2: Recorded Claims of Lien Filed by the Association Against Other Units in Omega Villas

Exhibit 3: Prepetition Correspondence from the Association Requesting Inspection Access (July 2025)

Exhibit 4: Broward County Circuit Court Docket, Case No. CACE-26001319

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OMEGA VILLAS	From	AUSTRO CONSTRUCTI	[illegible]	O		[illegible]
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OMEGA VILLAS	From	AUSTRO CONSTRUCT...	[illegible]	O		[illegible]

48767

Support Settings

Name

Show Names: All / Grantor / Grantee
Name: Omega Villas
Doc Type: All
Book Type: All
Date Range: Specify Date Range
From Record Date: 1/1/2024
To Record Date: 4/3/2026
Reset Search

Page [illegible] of 2

Searched Name	Party Type	Related Name	Record Date	Book Type	Book	Instrument #	Consideration
OMEGA VILLAS CONDOMINIUM ASSN	To	PLANTATION CITY	[illegible]	O		[illegible]	
OMEGA VILLAS CONDOMINIUM ASSN ...	To	PLANTATION CITY	02/07/2024	O		119[illegible]	
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OMEGA VILLAS CONDOMINIUM ASSN ...	To	PLANTATION CITY	02/07/2024	O		119[illegible]	
OMEGA VILLAS CONDOMINIUM ASSN	To	PLANTATION CITY	[illegible]	O		[illegible]	
OMEGA VILLAS CONDOMINIUM ASSN	To	PLANTATION CITY	02/07/2024	O		119[illegible]	
OMEGA VILLAS CONDOMINIUM ASSN ...	To	PLANTATION CITY	[illegible]	O		[illegible]	
OMEGA VILLAS CONDOMINIUM ASSN	To	PLANTATION CITY	02/07/2024	O		119[illegible]	
OMEGA VILLAS	From	AUSTRO CONSTRUCT	[illegible]	O		[illegible]	
OMEGA VILLAS CONDOMINIUM ASSN ...	To	PLANTATION CITY	01/23/2024	O		119[illegible]	
OMEGA VILLAS CONDOMINIUM ASSN	To	PLANTATION CITY	[illegible]	O		[illegible]	
OMEGA VILLAS CONDOMINIUM ASSO...	To	PLANTATION CITY	01/23/2024	O		119[illegible]	
OMEGA VILLAS CONDOMINIUM ASSN	To	PLANTATION CITY	[illegible]	O		[illegible]	
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OMEGA VILLAS	From	AUSTRO CONSTRUCT...	[illegible]	O		[illegible]	
OMEGA VILLAS	From	AUSTRO CONSTRUCTI...	01/22/2024	O		119[illegible]	
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OMEGA VILLAS	From	AUSTRO CONSTRUCTI...	01/22/2024	O		119[illegible]	
OMEGA VILLAS	From	AUSTRO CONSTRUCT	[illegible]	O		[illegible]	
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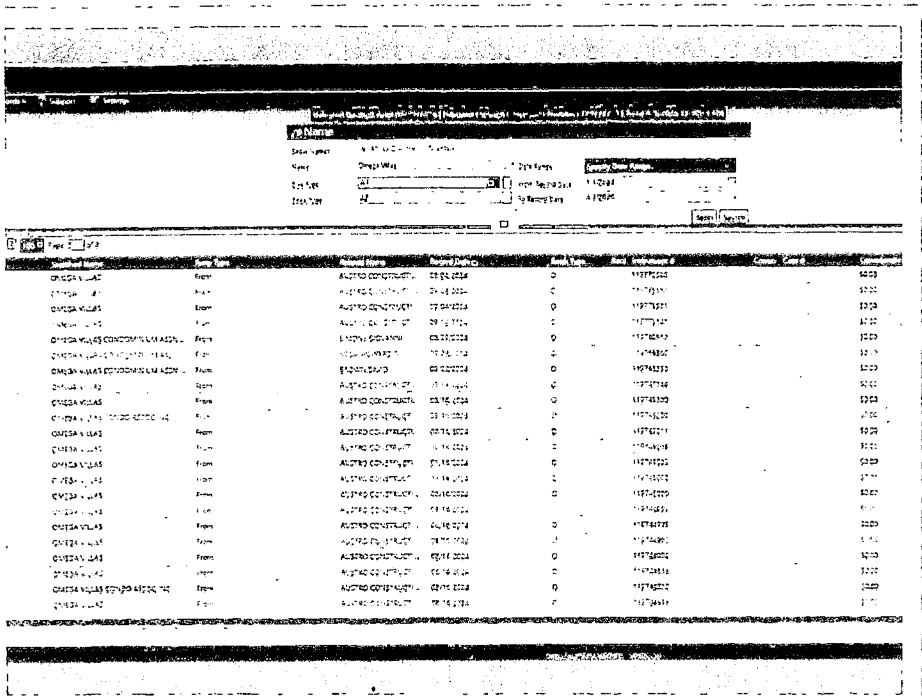
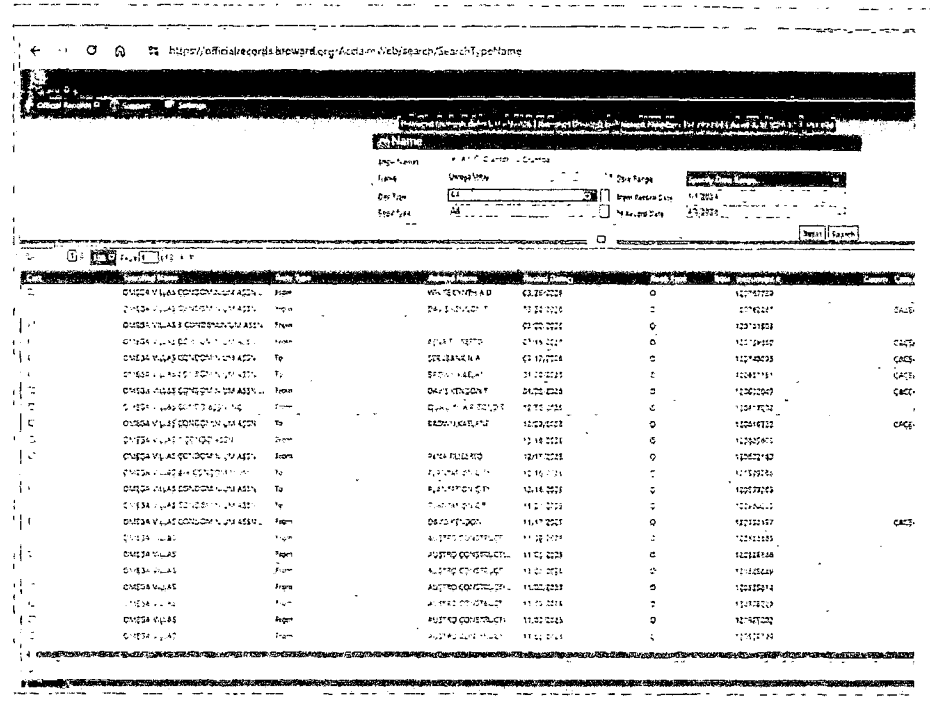
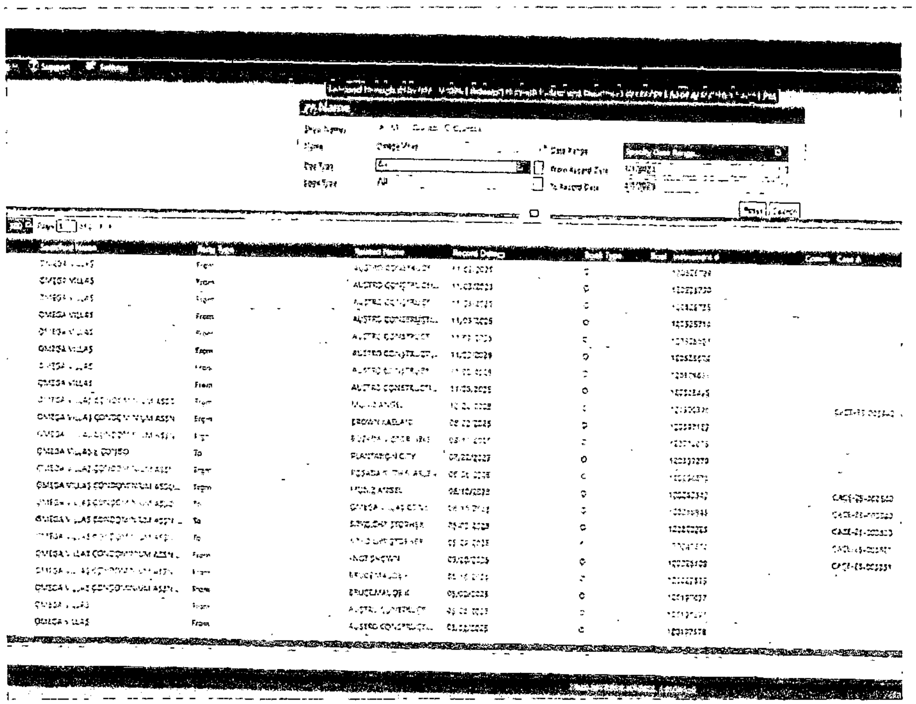
Exhibit #1 p.2




https://officialrecords.broward.org/AcclaimWeb/search/SearchTypeName



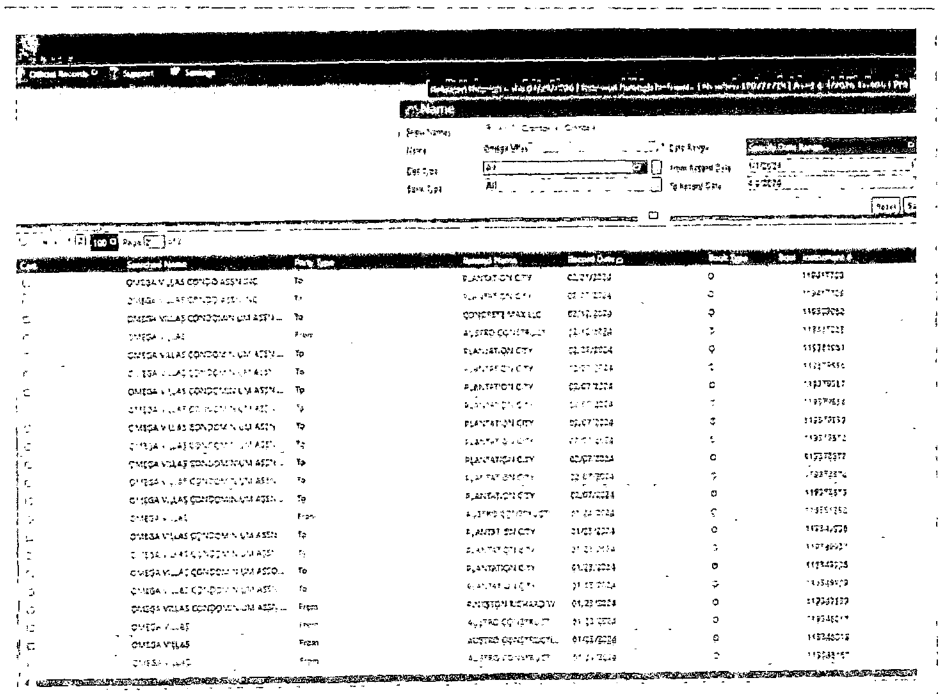
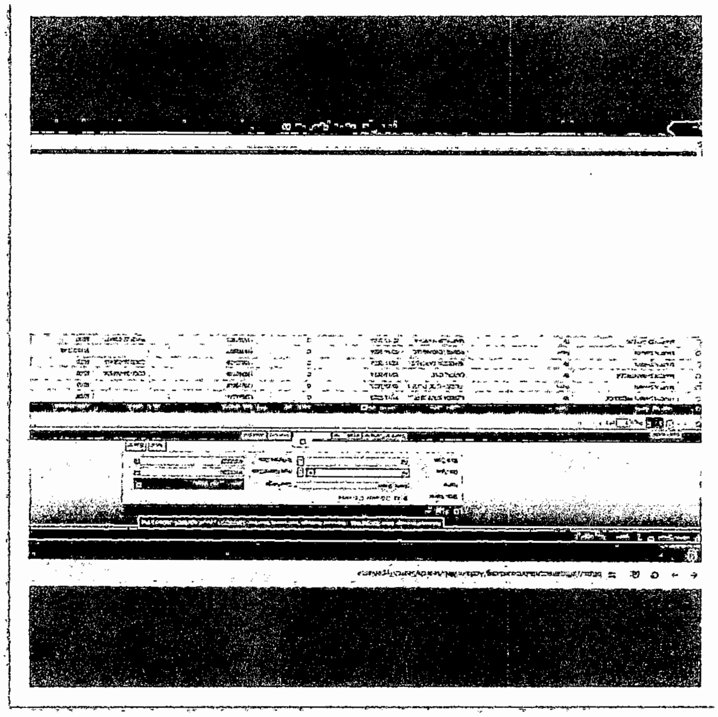
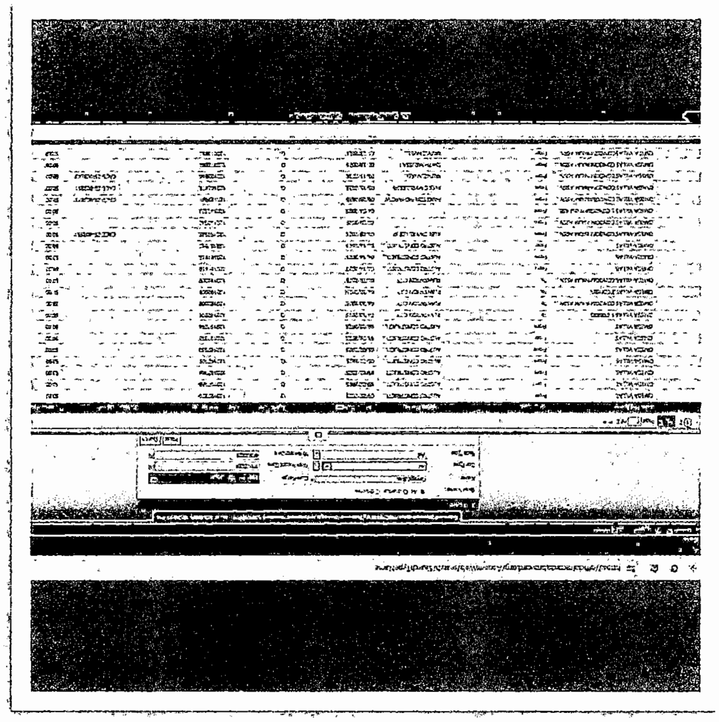


EXHIBIT #1-2





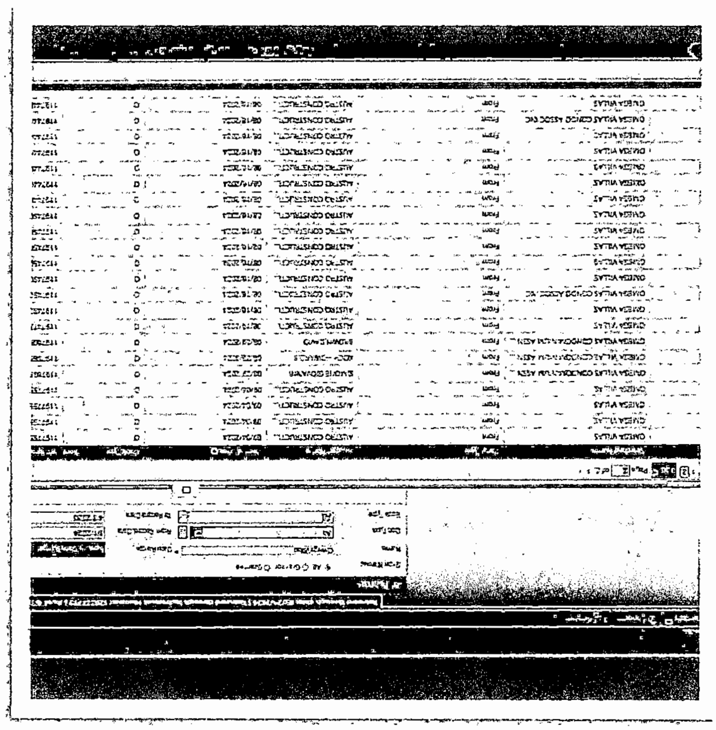


Exhibit #12

Is your court hearing being held via Zoom? Learn more about Remote Court Hearings by Zoom (/GeneralInformation/Miscellaneous#RemoteHearingsbyZoom)

HIDE NOTICES

Exhibit #4

BRENDA D. FORMAN
CLERK OF THE COURTS
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Menu

Case Detail - Public

Print

Shawn Martin Plaintiff vs. Omega Villas Inc Defendant

Broward County Case Number: CACE26001319
State Reporting Number: 062026CA001319AXXXCE
Court Type: Civil
Case Type: Condominium Action
Incident Date: N/A
Filing Date: 01/23/2026
Court Location: Central Courthouse
Case Status: Active
Magistrate Id / Name: N/A
Judge ID / Name: Frink, Keathan B

- Party(ies)

Total: 2

Party Type	Party Name	Address	Attorneys / Address Denotes Lead Attorney
Plaintiff	**Martin, Shawn**		Pro Se Retained **Status: Active**

Defendant	Omega Villas Inc

+ Disposition(s) Total: 0

− Event(s) & Document(s) Total: 10

Date	Description	Additional Text	View / Pages
03/10/2026	**Suggestion of Bankruptcy**	Case Number 26-12628-PDR Party: *Defendant* Omega Villas Inc	/3
03/02/2026	**Motion for Order**	MOTION FOR LEAVE TO AMEND COMPALINT Party: *Plaintiff* Martin, Shawn	/7
02/25/2026	**Uniform Case Management Order - General**		/11
02/02/2026	**eSummons Issuance (No Fee)**	Party: *Defendant* Omega Villas Inc	/2
01/28/2026	**eSummons Not Issued - Filer Advised**	DEFENDANT'S NAME DO NOT MATCH WITH COMPLAINT//RESUBMIT	/2
01/26/2026	**Motion to Stay**	Party: *Plaintiff* Martin, Shawn	/4
01/23/2026	**Per AOSC20-23 Amd12, Case is determined Streamlined**		
01/23/2026	**Civil Cover Sheet**	Amount: $50,001.00	/3
01/23/2026	**Complaint (eFiled)**		/5
01/23/2026	**Civil Application Indigent Status**	INDIGENT	/1

CRH 61819 #3

HOLLANDER · GOODE · LOPEZ

Attorneys at Law
314 South Federal Highway
Dania Beach, FL 33004
(954)-523-3888
www.HGL-Law.com

July 31, 2025

Shawn Martin
1760 NW 73rd Avenue #48
Plantation, FL 33313-4433
Shawn Martin: sem2000s@gmail.com/ Shawn Martin: smartin@isccompany.net

SENT VIA CERTIFIED MAIL RRR AND EMAIL

Re: Omega Villas / Shawn Martin – 1760 NW 73 AVE #48 PLANTATION FL 33313
Inspection and Access to your Unit August 12, 2025

Dear Mr. Martin:

As you know this Firm represents Omega Villas Association, Inc. Please direct any future communication regarding this matter to this Firm. As you know, as a Board member, the Association is engaging in their 40-year certification on all four phases. In fact, as you are well aware, the Association is being fined daily for each phase of the Association.

Despite your improper belief that you can preclude the Association from engaging in the work necessary to complete the 40-year certification, the Association has every right to gain access to your property and engage in the necessary work to complete their 40-year certification.

Please be advised that the procedure established by the Engineer and contractor requires access to your unit for any future work requires access to the common elements and/or to parts of the unit which were to be maintained by the unit owner, but through the years, no maintenance was done. Your failure and/or refusal to allow the Association's vendors to perform the necessary work on your unit is a violation of the Florida Statutes and the Association governing documents.

As you were previously advised in writing, Article XIV(C)(4) of the Omega Declaration states; Each unit owner agrees as follows: 4. 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

Moreover, 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

Exh C

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)

Austro and the Association Engineers and/or any other vendors required to perform work for the 40-year certification will continue to access your property for that purpose. **Demand is hereby made that you provide access on August 12, 2025 at 10:00 a.m. for the inspection and analysis of your building and windows.** Your continuing delay will cause the association to incur more engineering fees to come out to inspect only your property as you are literally the only unit owner refusing access in the entire complex. These delays in getting the windows and allowing for an inspection, may cost the Association additional daily fines from the City. As a result of your actions, the inspection could not be performed and refusing access to Austro and S&D is illegal as set forth above. Access to the property has been scheduled for August 12, 2025 at 10:00 a.m. and the engineer and project manager will be there to do their required inspections. Further attempts to impede the work and refuse access, will result in the Association seeking damages against you and your unit for an injunction to gain access, the additional unnecessary expenses incurred by the Association from their vendors or City fines, all of which will be incurred due to your illegal conduct. Failure to cooperate will result in the Association having no choice but to proceed with a lawsuit, arbitration, or further legal action to compel compliance and to recoup their damages. Should they be forced to seek legal relief, you may also be held responsible for any attorney's fees and costs again.

Very Truly Yours,
/s/ Rhonda Hollander

Rhonda Hollander, Esq.
For the Firm
RH/bms
cc: Board of Directors, Management, Austro, S&D Engineerir

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☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$
Total Postage and Fees
$
Postmark Here
Sent To
Shawn Martin
Street and Apt. No., or PO Box No.
1760 NW 73rd Ave #48
City, State, ZIP+4®
Plantation FL 33313-4433
PS Form 3800, January 2023