

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

Shawn Martin,
Plaintiff pro se,

v

CASE NO.: _____

Omega Villas, INC.,
Defendant.

JURISDICTION AND VENUE

1. This is an action for **trial de novo** pursuant to § 718.1255(4)(k), **Florida Statutes**, following the issuance of a **Summary Final Order** by a DBPR arbitrator dated **January 13, 2026**
2. Under Florida law, **nonbinding condominium arbitration decisions are not entitled to deference**, and either party may seek a **full trial de novo** in circuit court.
3. Venue is proper in this Court because the condominium property, parties, and disputed assessment are located in this county.

NATURE OF THE CASE

4. This case arises from an **association-driven scheme to force universal window replacement**, funded through **unauthorized special assessments**, implemented **without the vote of unit**

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**.

12. This post-arbitration filing conduct **confirmed the very bad faith, retaliation, and abuse of process** Plaintiff raised from the outset.

LEGAL ERRORS IN THE ARBITRATION ORDER (PRESERVED BUT NOT DEFERRED TO)

13. Although not binding on this Court, the Summary Final Order is legally flawed in multiple respects:

A. Failure to Apply Unclean Hands Doctrine

14. Florida law bars equitable relief where the claimant engaged in misconduct related to the dispute.
Congress Park Office Condos II, LLC v. First-Citizens Bank, 105 So. 3d 602 (Fla. 4th DCA 2013).
15. The Association imposed a disputed assessment **during arbitration**, thereby prejudging the case and retaliating against Plaintiff.
16. The arbitrator failed to address this doctrine despite undisputed evidence.

B. Improper Deference to Ultra Vires Board Action

17. Associations receive deference **only when acting within their authority and in good faith**.
Cohn v. The Grand Condominium Ass'n, Inc., 62 So. 3d 1120 (Fla. 2011).
18. Assessments imposed without required owner approval are **void**, not voidable.
Avila South Condo. Ass'n v. Kappa Corp., 347 So. 2d 599 (Fla. 1977).
19. The arbitrator failed to invalidate an assessment imposed **without a vote**.

C. Failure to Consider Post-Filing Bad Faith

20. Florida courts permit consideration of post-filing conduct confirming bad faith.
Capitol Env'tl. Servs., Inc. v. Earth Tech, Inc., 25 So. 3d 593 (Fla. 1st DCA 2009).
21. The arbitrator improperly insulated the Association from consequences of conduct that occurred **during the arbitration itself**.

CAUSES OF ACTION (DE NOVO)

COUNT I – DECLARATORY RELIEF

22. Plaintiff seeks a declaration that:
- a. The special assessment is **void and unenforceable**;
 - b. The Association acted **ultra vires**;
 - c. The enforcement action violated governing documents and statute.

COUNT II – VIOLATION OF § 718.303, FLORIDA STATUTES

23. The Association failed to comply with the Declaration, Bylaws, and statutory requirements governing assessments and enforcement.

COUNT III – BREACH OF FIDUCIARY DUTY

24. Board members owed fiduciary duties of good faith, fairness, and lawful governance.
25. Imposing assessments during pending adjudication constitutes **bad faith and self-interested conduct**.

**COUNT IV – ABUSE OF PROCESS / RETALIATORY
ENFORCEMENT**

26. Enforcement was used as a weapon to coerce compliance and silence dissent, not to remedy legitimate violations.

27. Florida courts recognize retaliatory HOA enforcement as actionable misconduct.

White Egret Condo., Inc. v. Franklin, 379 So. 2d 346 (Fla. 1979).

RELIEF REQUESTED

Wherefore Plaintiff pro se respectfully requests that this Court:

- A. Conduct a **full trial de novo** on all issues;
- B. Declare the special assessment **void ab initio**;
- C. Enjoin enforcement or collection of the assessment;
- D. Vacate and supersede the arbitration order;
- E. Award costs and attorney's fees as permitted by law;
- F. Grant any such further and additional relief as deemed just and proper

JURY DEMAND

Plaintiff demands **trial by jury** on all issues so triable.

Respectfully Submitted:



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Certificate of Service Enclosed