UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

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In re:

SHAWN EVANS MARTIN,

Debtor.

______________________________/

Case No. 26-~~12628-PDR~~ CAP

Chapter 7

EMERGENCY MOTION — EXPEDITED HEARING REQUESTED

DEBTOR'S EMERGENCY MOTION FOR RELIEF FROM ORDER GRANTING RELIEF FROM AUTOMATIC STAY [ECF NO. 35], PURSUANT TO FED. R. BANKR. P. 9024 AND FED. R. CIV. P. 60(b)(1), AND REQUEST FOR EXPEDITED EVIDENTIARY HEARING

Debtor, Shawn Evans Martin ("Debtor"), appearing pro se, respectfully moves this Court, on an emergency basis, pursuant to Federal Rule of Bankruptcy Procedure 9024 and Federal Rule of Civil Procedure 60(b)(1), for relief from the Order Granting Omega Villas Condominium Association, Inc.'s Motion for Relief from Stay [ECF No. 35] (the "Stay Relief Order"), entered April 20, 2026, and for an expedited hearing on this Motion. In support of this Motion, the Debtor states as follows.

CERTIFICATION OF EMERGENCY

Pursuant to Local Rule 9075-1, the undersigned certifies that a true emergency exists warranting expedited consideration of this Motion, and further certifies as follows:

1. A true emergency exists because Omega has confirmed, in writing, that it has "proceeded on that Court Order vacating the Stay" and "ha[s] every intention of continuing to serve" the Debtor with its state-court foreclosure complaint and of "seeking relief in Court on our In Rem Foreclosure action." (Correspondence of Rhonda Hollander, Esq., dated August 10, 2026, attached as Exhibit I.) Omega has thus placed the Debtor on notice, in unambiguous terms, that it intends to press its foreclosure to judgment without delay and without regard to the pendency of any challenge to the Stay Relief Order in this Court.

2. Absent expedited review, Omega may proceed toward final judgment of foreclosure, sale, and issuance of a writ of possession as to the Debtor's residence — relief the written Stay Relief Order purports to authorize but which the underlying bench ruling did not, on its terms, extend that far — before this Court has had any opportunity to determine whether the premise underlying that Order was correct. The loss of a debtor's residence through foreclosure, sale, and writ of possession is not a harm that can be undone after the fact; ordinary motion practice, with its attendant briefing and notice periods, risks allowing exactly that harm to become irreversible while this Motion remains pending.

3. This is not the Debtor's first resort. The Debtor attempted in good faith to resolve this dispute without emergency Court intervention. He contacted counsel for Omega on August 7, 2026, requesting reconsideration or voluntary modification of Paragraph 1 of the Stay Relief Order pending clarification of Omega's lien rights as of the petition date. Omega's counsel definitively refused any such relief by letter dated August 10, 2026, at 3:42 p.m., stating that Omega does "not intend on agreeing to vacate anything in Bankruptcy court." That refusal forecloses any non-judicial resolution and necessitates the relief requested herein.

4. No prior motion seeking this or substantially similar relief has been presented to this or any other court.

5. Contemporaneously with the filing of this Motion, the undersigned will notify chambers of the emergency nature of this Motion by telephone and email, and will serve this Motion on counsel for Omega and the Chapter 7 Trustee by email and US Mail.

PRELIMINARY STATEMENT

This is not an invitation to relitigate the Debtor's long-running dispute with his condominium association. It is a narrower and more fundamental request: that the Court examine whether the premise on which it granted stay relief — that Omega Villas Condominium Association, Inc. ("Omega" or the "Association") already held a perfected, pre-petition secured interest in the Debtor's unit by operation of statutory relation-back — was ever actually established, as opposed to represented.

The distinction matters because the record now available to the Debtor indicates that no Claim of Lien had been recorded against his unit as of the petition date, that Omega was demonstrably capable of recording such liens when it elected to do so against other units in the same complex, and that Omega did not, in fact, record a Claim of Lien against the Debtor's property until May 15, 2026 — several weeks after the Stay Relief Order was entered. If the lien Omega now holds did not exist, in perfected form, until after the Order that assumed its pre-petition existence, the foundation of that Order requires the Court's renewed attention.

The Debtor is mindful that the Court's ruling at the April 16, 2026 hearing was neither casual nor unconsidered. The Court asked, more than once and in plain terms, whether Omega held a lien as of the petition date, and it conditioned relief on counsel's representation that the lien would "relate back" to the 1978 recording of the Declaration — a representation the Chapter 7 Trustee endorsed only insofar as the theory presented was, generically, "a relation-back issue." Neither the Court nor the Trustee had before them the Declaration's actual incorporation language, the historical version of Chapter 718 in force in 1978, or the governing Florida authority distinguishing declarations that adopt future statutory amendments from those that do not. That analysis was not performed because it was not requested; it was not requested because the issue, though raised in writing by the Debtor before the hearing, was resolved through oral advocacy rather than through evidence.

The written Order compounds the concern. Where the bench ruling was deliberately confined to "in rem" lien rights, "and no more," directing the parties to litigate the underlying dispute "in another court," Paragraph 1 of the Stay Relief Order authorizes Omega to carry its asserted lien through foreclosure, sale, and a writ of possession — relief considerably more expansive than what the transcript reflects the Court intended to grant. Omega's own counsel has since confirmed this reading is not the Debtor's alone: in response to the Debtor's conferral request, counsel advised that Omega "have proceeded on that Court Order vacating the Stay" in its entirety and "do not intend on agreeing to vacate anything." Omega has thus placed its own construction of the Order on record, and that construction is broader than the one the transcript supports.

For the reasons developed below, the Debtor respectfully submits that both discrepancies warrant correction, and that the appropriate vehicle is reconsideration under Rule 9024 and Rule 60(b)(1), coupled with an evidentiary hearing or, if the Court determines it necessary, referral of the lien-validity question to an adversary proceeding under Bankruptcy Rule 7001. Because Omega has confirmed it intends to press forward with foreclosure on the strength of the Order as written, and has expressly refused to pause that effort voluntarily, the Debtor respectfully requests that the Court treat this Motion as an emergency matter and set it for expedited hearing before any further foreclosure proceedings advance.

I. PROCEDURAL BACKGROUND

6. The Debtor commenced this Chapter 7 case by voluntary petition, thereby imposing the automatic stay under 11 U.S.C. § 362(a) on March 2, 2026.

7. On March 30, 2026, Omega filed its Motion for Relief from Stay [ECF No. 22], representing without qualification that it "is a secured creditor" and seeking authority to continue collection of pre- and post-petition assessments and to carry its asserted lien through final judgment of foreclosure, sale, and issuance of a writ of possession.

8. On April 6, 2026, the Debtor filed his Verified Debtor's Objection to Motion for Relief from Stay [ECF No. 25], which squarely disputed Omega's secured status. The Debtor represented, under oath and supported by a public-records search, that "[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," and further that Omega "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." ECF No. 25, ¶ 3. Omega's secured status was thus a matter of record dispute — not a formality — well before the hearing convened.

9. The Court heard Omega's Motion on April 16, 2026 (the "Hearing").

10. The transcript reflects that the Court pressed the point directly. It asked Omega's counsel: "So currently as of the date of the petition you don't have a lien. Is that right?" Counsel's initial response was equivocal; pressed again, counsel answered: "The lien on this property starts the date the Declaration was filed, and I have plenty of case law if you would like it," and further, "A lien is filed the minute the Declaration is filed. So, we have a continuing lien interest." (Apr. 16, 2026 Hrg. Tr. at approx. 11:25:57–11:26:21 a.m.)

11. The Debtor, in response, directed the Court to the defense already on the docket: "First of all, as you are aware, if you read Document 25 that I submitted Your Honor, um, it goes through all of these defenses and the main one is no perfected lien." (Id. at approx. 11:28:36 a.m.)

12. The Court's subsequent analysis proceeded on the relation-back theory as counsel had framed it. The Court indicated relief would follow only "if Florida law recognizes their lien," and that it would extend "at least limited stay relief" for inspection purposes, while emphasizing: "I am not giving you access, them access, I am not granting any specific remedy other than giving them stay relief to go litigate the matter wherever they are currently litigating it or wherever it is supposed to be litigated, not here." (Id. at approx. 11:30:32–11:30:49 a.m.)

13. The Court then confined any relief to "whatever your lien rights are as of the petition date" and asked whether Omega was, in substance, asserting a relation-back lien. Counsel confirmed: "We are going to pursue the lien from the Declarations when it was recorded and to pursue that forward," and, asked pointedly whether the lien would "relate back under Florida law … to a date prior to the petition," answered: "Yes, it would date back prior to the petition." The Court replied: "So that is why I would be granting it." (Id. at approx. 11:32:34–11:33:21 a.m.)

14. The Court then turned to Chapter 7 Trustee Leslie S. Osborne: "It is a relation-back issue, correct?" Trustee Osborne answered, "Correct, yes," and the Court observed, "Mr. Osborne agrees with that." (Id. at approx. 11:33:23–11:33:28 a.m.)

15. The Court directed entry of a correspondingly narrow order: "Alright, so get me an order granting stay relief limited to your lien rights and no more, only in rem, as to the property, okay. And not to come here but to pursue whatever rights are in another court." (Id. at approx. 11:33:30 a.m.)

16. The Stay Relief Order was entered April 20, 2026, and filed April 21, 2026, as ECF No. 35. Paragraph 1 modifies the stay to permit Omega "to continue the existing collection for pre-petition and post amounts of unpaid maintenance and assessments for the real property … in rem only … and to foreclose, its lien up and through a final judgment of foreclosure and sale, and for issuance and execution of the writ of possession." Paragraph 2, separately, permits entry onto the Debtor's property for the Association's 40-year certification process, including prosecution and defense of the pending state-court action, Shawn Martin v. Omega Villas, Inc., Case No. CACE 26-001329.

17. As of the petition date, the Hearing, and entry of the Stay Relief Order, no Claim of Lien had been recorded against the Debtor's unit. Omega did not record its Claim of Lien until May 15, 2026 — after the petition, after the Hearing, and after the Order. The claim of lead is annexed to the papers hereto and known as exhibit A.

II. THE ORDER RESTS ON A PREMISE THAT WAS DISPUTED, NOT ADJUDICATED

18. Omega's Motion asserted flatly that it "is a secured creditor." ECF No. 22, ¶ 1. The Debtor met that assertion with a sworn objection and documentary support before the Hearing occurred. ECF No. 25, ¶ 3.

19. Nothing in the transcript suggests the Court treated that dispute as immaterial. To the contrary, the Court twice asked, without prompting, whether Omega held a lien as of the petition date — the very question the Debtor had already put in issue. What ultimately resolved that question, however, was counsel's oral representation that the lien related back to the 1978 recording of the Declaration, a proposition the Trustee accepted only at the

level of legal category ("a relation-back issue"), not as a conclusion independently tested against the Declaration's actual terms or the statute in force when it was recorded.

A. Relation-back cannot be assumed; it must be established against the governing declaration and the statute in force when it was recorded.

20. Florida law has long distinguished condominium declarations that expressly incorporate future amendments to the Condominium Act — so-called Kaufman language — from declarations that incorporate only the Act as it existed on the date of recording. See Kaufman v. Shere, 347 So. 2d 627 (Fla. 3d DCA 1977), cert. denied, 355 So. 2d 517 (Fla. 1978); Angora Enterprises, Inc. v. Cole, 439 So. 2d 832 (Fla. 1983) (Florida Supreme Court distinguishing declarations manifesting consent to incorporate the Condominium Act "and its future amendments" from those that do not, and expressly citing Kaufman); Cohn v. Grand Condominium Ass'n, Inc., 62 So. 3d 1120 (Fla. 2011) (retroactive application of a later statute to alter declaration-created contractual rights may offend Article I, § 10 of the Florida Constitution). See also Dania Beach Boat Club Condominium Ass'n, Inc. v. Forcier, 290 So. 3d 99 (Fla. 4th DCA 2020) (Fourth District applying the Kaufman framework to determine whether later Chapter 718 amendments were incorporated into an existing declaration). [Undersigned to independently verify current positive treatment and exact quoted language for each authority, and to attach the Declaration's operative "Condominium Act" definition, together with its full recorded amendment history, as exhibits before reliance.]

21. The distinction is not academic; it is dispositive of the question the Court was asked to decide. Omega's Declaration was recorded in 1978, in Official Records Book 7977, Page 141, of the Public Records of Broward County, Florida. The version of Fla. Stat. § 718.116 then in force — predating the modern relation-back language now codified at § 718.116(5)(a) — required that an association's assessment lien become effective only upon recording of a Claim of Lien, not automatically upon recording of the declaration itself. [Undersigned to attach the historical statutory text and session-law history, including Ch. 92-49, § 6, Laws of Florida, and to address the current statute's April 1, 1992 grandfather provision.]

22. If the 1978 Declaration does not incorporate future amendments to Chapter 718, and if the statute in force at the time of recording conditioned lien effectiveness on the recording of a Claim of Lien, then the premise underlying the Stay Relief Order — a perfected, continuing lien reaching back nearly half a century — has not been established on this record. That question was timely raised, was never briefed, and was resolved through argument of counsel rather than through evidence.

III. NO CLAIM OF LIEN WAS RECORDED AGAINST THE DEBTOR'S UNIT AS OF THE PETITION DATE

23. The Debtor's verified objection established, and nothing in Omega's presentation at the Hearing refuted, that a search of the Broward County Public Records as of March 29, 2026 disclosed no recorded Claim of Lien against the Debtor's unit. ECF No. 25, ¶ 3 & Ex. 1.

24. That omission was not an oversight. The same record reflects that Omega recorded Claims of Lien against other units in the identical complex as recently as March 25, 2026 — days before it filed the instant Motion for Relief from Stay. ECF No. 25, ¶ 3 & Ex. 2. An association that knows precisely how to perfect a lien, and does so against its other unit owners contemporaneously, cannot credibly characterize its failure to record against this Debtor's unit as an inadvertent gap in an otherwise continuous secured position.

25. Under settled principles, a lien unperfected as of the petition date is ordinarily treated as an unsecured claim in bankruptcy absent a relation-back doctrine affirmatively shown to govern the particular declaration and statutory regime at issue. The Debtor does not ask the Court to resolve that ultimate question summarily on this Motion. He asks only that it be resolved through the process it deserves, rather than assumed on the strength of oral representation.

IV. THE MAY 15, 2026 RECORDING POST-DATES THE PETITION, THE HEARING, AND THE ORDER, AND ITS SIGNIFICANCE UNDER § 362(a)(4) HAS NOT BEEN ADDRESSED

26. Omega did not record a Claim of Lien against the Debtor's unit until May 15, 2026 — after the petition date, after the April 16, 2026 Hearing, and after entry of the April 20, 2026 Stay Relief Order.

27. Section 362(a)(4) of the Bankruptcy Code stays "any act to create, perfect, or enforce any lien against property of the estate" absent modification of the stay authorizing that specific act. The Debtor recognizes that the legal consequence of the May 15 recording turns on the scope of relief the Stay Relief Order actually authorized, and he does not ask the Court, on this Motion, to find a willful stay violation without first resolving that scope and the antecedent lien-perfection question.

28. The sequence is nonetheless telling, and it bears directly on the Rule 60(b)(1) inquiry. Omega obtained stay relief on the representation that it already held a perfected, continuing secured interest dating to 1978. If that representation does not withstand examination — if no lien had, in fact, attached to the Debtor's unit as of the petition date under the governing Declaration and the statute then in force — then the May 15 recording was not the continuation of a pre-existing secured position. It was the post-petition creation or perfection of a lien to secure a pre-petition debt: precisely the conduct § 362(a)(4) is designed to prevent, absent express authorization.

29. The Debtor accordingly asks the Court to determine, as a threshold matter, what lien rights Omega actually possessed as of the petition date, and whether the Stay Relief Order's grant of relief extended to authorizing the subsequent recording — rather than treating the May 15 Claim of Lien as the ministerial confirmation of rights that already, and unquestionably, existed.

V. THE WRITTEN ORDER GRANTS MORE THAN THE BENCH RULING AUTHORIZED

30. The oral ruling was carefully bounded. The Court granted relief "limited to your lien rights and no more, only in rem, as to the property," and directed the parties "not to come here but to pursue whatever rights are in another court." The Court was explicit that it was "not granting any specific remedy" beyond permitting Omega to litigate its position elsewhere.

31. Paragraph 1 of the written Order, by contrast, authorizes Omega to carry its asserted lien through "a final judgment of foreclosure and sale," and through "issuance and execution of the writ of possession" — relief that does not merely permit litigation "in another court"

but authorizes completion of foreclosure, sale, and dispossession within the ambit of the stay modification itself. That is a materially broader grant than the transcript supports.

32. The Debtor raises this discrepancy without imputing any intent to mislead the Court to Omega's counsel or to opposing counsel's drafting of the proposed order. The point is simply that the written Order should conform to the relief the Court actually intended to grant on the limited, petition-date, relation-back record before it. Paragraph 2 of the Order, concerning entry for inspection and certification purposes and the parties' pending state-court litigation, tracks the Court's separate discussion of inspection-related relief and is not challenged here.

33. Omega's own post-Order conduct confirms that this is not a semantic quibble. In response to the Debtor's good-faith conferral request, counsel for Omega advised, in writing, that Omega "have proceeded on that Court Order vacating the Stay" and that Omega intends to continue "seeking relief in Court on our In Rem Foreclosure action." (Correspondence of Rhonda Hollander, Esq., annexed here as Exhibit I.) That characterization — a full vacatur of the stay, rather than the narrow, petition-date, in rem lien-rights relief the transcript reflects— is precisely the overreading the Debtor asks this Court to correct. Omega's counsel is, in effect, treating Paragraph 1 of the Order as though the Court had granted everything Omega originally requested in ECF No. 22, notwithstanding the Court's express statement at the Hearing that it was "not granting any specific remedy" beyond permitting Omega to litigate its position in another forum.

VI. THE STANDARD FOR RELIEF UNDER RULE 9024 AND RULE 60(b)(1) IS SATISFIED

34. Federal Rule of Bankruptcy Procedure 9024 incorporates Federal Rule of Civil Procedure 60 in this proceeding. Rule 60(b)(1) authorizes relief from an order grounded in mistake.

35. The mistake at issue is not one of candor; it is one of premise. The Stay Relief Order rests on the proposition that a 1978 condominium lien relates back automatically under a statutory relation-back provision enacted, in its present form, decades later — a proposition advanced by counsel but never tested against the Declaration's actual language, the

historical statute in force at recordation, or the Florida authority distinguishing declarations that adopt future amendments from those that do not.

36. An obligation to pay assessments and a perfected lien securing that obligation are not the same thing, and the distinction is not academic on this record. Omega may well have possessed a valid claim for unpaid assessments without possessing, as of the petition date, the perfected secured interest that formed the basis for stay relief. The May 15, 2026 recording throws that distinction into sharp relief rather than resolving it.

37. Because the premise underlying the Order was disputed in writing before the Hearing and was resolved through argument rather than through evidence or an adversary proceeding, reconsideration under Rule 60(b)(1) is warranted.

VII. AN EVIDENTIARY HEARING — OR REFERRAL TO AN ADVERSARY PROCEEDING — IS THE APPROPRIATE NEXT STEP

38. Bankruptcy Rule 7001(2) designates a proceeding to determine the validity, priority, or extent of a lien or other interest in property as an adversary proceeding. To the extent resolution of Omega's lien rights as of the petition date requires such a proceeding, the Debtor respectfully requests that the Court so hold, rather than allow the expedited stay-relief hearing to stand as a final adjudication of that issue.

39. At minimum, the Debtor requests an evidentiary hearing addressing: (a) the secured interest, if any, Omega held as of the petition date; (b) the instrument and statutory provisions said to have created and perfected that interest; (c) the Declaration's terms governing incorporation of the Condominium Act and any amendments thereto; (d) the historical version of Fla. Stat. § 718.116 applicable to the Declaration; (e) the legal and factual significance of the May 15, 2026 Claim of Lien; and (f) whether Paragraph 1 of the Order should be reconsidered, modified, or clarified in light of the foregoing.

40. None of the foregoing requires a finding that Omega's counsel or the Chapter 7 Trustee knowingly misstated Florida law, and the Debtor makes no such allegation. A mistaken legal premise concerning the applicability of statutory relation-back is, standing alone, sufficient ground for reconsideration under Rule 60(b)(1) where, as here, that premise materially affected the relief granted.

VIII. THE MOTION IS TIMELY

41. Rule 60(c)(1) requires that a motion under Rule 60(b)(1) be filed within a reasonable time. The Debtor brings this Motion promptly upon completing his review of the Declaration, its recorded amendments, the applicable historical Florida statutes, controlling Florida incorporation authority, and — critically — confirmation that Omega's Claim of Lien was not recorded until May 15, 2026, after entry of the Stay Relief Order. [Undersigned to state the filing date relative to the May 15 recording and any additional facts bearing on diligence.]

IX. REQUEST FOR RELIEF

WHEREFORE, for the reasons stated above, and given the emergency circumstances certified herein, the Debtor respectfully requests that this Court enter an Order:

42. Setting this Motion for an expedited, emergency hearing at the earliest date available on the Court's calendar;

43. Granting relief pursuant to Federal Rule of Bankruptcy Procedure 9024 and Federal Rule of Civil Procedure 60(b)(1);

44. Vacating, or in the alternative reconsidering, Paragraph 1 of the Stay Relief Order entered at ECF No. 35;

45. Determining that Omega's secured status as of the petition date was disputed and was not conclusively adjudicated at the April 16, 2026 Hearing;

46. Setting an evidentiary hearing on the legal and factual basis for Omega's asserted secured interest as of the petition date, encompassing the matters identified in Section VII above;

47. To the extent necessary, determining that the validity, priority, perfection, or extent of Omega's asserted lien must be adjudicated through an adversary proceeding under Federal Rule of Bankruptcy Procedure 7001;

48. Pending the expedited hearing and resolution of this Motion and any required lien-validity proceeding, immediately staying further enforcement of Paragraph 1 of the Stay Relief Order, including any further foreclosure, sale, or possession activity taken in reliance upon

it, given Omega's stated and unqualified intent to proceed with its In Rem Foreclosure action notwithstanding this pending challenge; and

49. Granting such other and further relief, including interim or temporary relief pending hearing, as the Court deems just and proper.

REQUEST FOR EXPEDITED EVIDENTIARY HEARING

For the reasons stated in the Certification of Emergency above, the Debtor respectfully requests that any evidentiary hearing on this Motion be scheduled on an expedited basis. Resolution of this Motion will likely require the Court's consideration of the Declaration of Condominium and its recorded amendments, the historical and current versions of Fla. Stat. § 718.116, the recording history affecting the Debtor's unit, the transcript of the April 16, 2026 Hearing, and the factual and legal basis on which Omega asserted secured status.

CERTIFICATE OF CONFERRAL

Pursuant to Local Rule 9013-1(D) [undersigned to confirm current rule number and requirements], the undersigned certifies that on August 7, 2026, the Debtor contacted counsel for Omega Villas Condominium Association, Inc. by email in a good-faith effort to resolve the issues raised herein without further Court involvement, including requesting that Omega agree to a reconsideration or voluntary modification of Paragraph 1 of the Stay Relief Order pending clarification of Omega's lien rights as of the petition date.

Counsel for Omega responded by letter dated August 10, 2026, at 3:42 p.m., declining to agree to any relief and stating, in relevant part:

> *"Any objection which you filed was overruled by the Court and our motion was granted and we have proceeded on that Court Order vacating the Stay. As you know, we have been attempting to serve you with the foreclosure action filed in the 17th Judicial Circuit and you have been intentionally evading service of the Complaint. We have every intention of continuing to serve you with the Complaint and seeking relief in Court on our In Rem Foreclosure action. We do not intend on agreeing to vacate anything in Bankruptcy court."*

(Correspondence of Rhonda Hollander, Esq., attached as Exhibit I.) Conferral is accordingly satisfied; Omega's position is that no relief is warranted, and the issues raised in this Motion are presented to the Court for decision.

The Debtor notes, without conceding its accuracy and without asking this Court to resolve it, counsel's statement regarding service of the state-court foreclosure complaint. That matter concerns proceedings pending before the 17th Judicial Circuit and is not before this Court on this Motion. The Debtor reserves all rights and positions with respect to service of process in that separate action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, given the emergency nature of this Motion, a true and correct copy of the foregoing was served on August 12, 2026, via email and/or U.S. Mail, first-class postage prepaid, upon:

Rhonda Hollander, Esq.
Hollander, Goode & Lopez, PLLC
314 S. Federal Highway
Dania Beach, FL 33004

Leslie S. Osborne, Chapter 7 Trustee
1300 North Federal Highway #203 ·
Boca Raton · Florida · 33432

Office of the United States Trustee
Flagler Waterview Building,
1515 North Flagler Drive, Suite 801,
West Palm Beach, FL 33401

Respectfully submitted,

Shawn Evans Martin, Debtor, Pro Se
1760 NW 73rd Avenue, Unit 48
Plantation, FL 33313
P- (813)444-2871
E- Smartin@isccompamy.net

EXHIBIT LIST

Exhibit A: Recorded Claim of Lien, dated May 15, 2026 [to be attached, with Official Records book/page]

Exhibit B: Broward County Official Records search results reflecting no recorded Claim of Lien against the Debtor's unit as of the petition date [ECF No. 25, Ex. 1]

Exhibit C: Recorded Claims of Lien filed by Omega against other units in the complex as of March 25, 2026 [ECF No. 25, Ex. 2]

Exhibit D: Relevant pages of the 1978 Declaration of Condominium of Omega Villas II, Official Records Book 7977, Page 141, Broward County, Florida, including the "Condominium Act" definition/incorporation clause and recorded amendments [to be attached]

Exhibit E: Debtor's Verified Objection to Motion for Relief from Stay [ECF No. 25]

Exhibit F: Order Granting Omega Villas Condominium Association, Inc.'s Motion for Relief from Stay [ECF No. 35]

Exhibit G: Transcript/audio chronology of the April 16, 2026 Hearing

Exhibit H: Historical text of Fla. Stat. § 718.116, including Ch. 92-49, § 6, Laws of Florida, and the current version of § 718.116(5)(a) [to be attached]

Exhibit I: Correspondence of Rhonda Hollander, Esq., dated August 10, 2026, responding to the Debtor's conferral request

EXHIBIT A

Instr# 120868598 , Page 1 of 1, Recorded 05/15/2026 at 11:15 AM
Broward County Commission

THIS INSTRUMENT PREPARED BY
AND PLEASE RECORD AND RETURN TO:
Carlos F. Lopez, Esq.
HOLLANDER, GOODE & LOPEZ, PLLC
314 South Federal Highway
Dania Beach, Florida 33004
(954) 523-3886

CLAIM OF LIEN FOR ASSESSMENTS

KNOW ALL MEN BY THESE PRESENTS, THAT:

That CARLOS F. LOPEZ, ESQ., as attorney-in-fact and authorized agent for OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., a Condominium Association of Broward County, Florida whose post office address is 6574 N STATE ROAD 7 #125 COCONUT CREEK, FL 33073 that pursuant to Section 718.116 of the Florida Statutes and the Declaration of Condominium for OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC. claims this lien against the following property:

The record owners of such property are: Shawn E. Martin

Legal: Condominium Unit No. 10-48, of OMEGA VILLAS II, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 7977, Page 141 of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interest in the common elements thereto.
Common: 1760 NW 73rd Avenue #48, Plantation, FL 33313
BCPA ID: 4941 34 CB 0170

The principal amount due is $12,352.34, less any payments received as detailed below, which said balance consists of:

a. Maintenance from October, 2025 through March, 2026 at $625.00/mth (due on 10/1/25, 11/1/25, 12/1/25, 1/1/26, 2/1/26, and 3/1/26) $ 3,750.00
b. Maintenance from April, 2026 through May, 2026 at $642.33/mth (due on 4/1/26 and 5/1/26) $ 1,284.66
c. Special Assessment from October, 2025 through April, 2026 at $295.00/mth (due 10/15/25, 11/15/25, 12/1/25, 1/15/25, 2/15/25, 3/15/25, and 4/1/25 $ 2,065.00
d. Window Special Assessment from January, 2026 at $1,677.70/mth (due on 1/15/26) $ 1,677.70
e. Window Special Assessment from February, 2026 through April, 2026 at $1,191.66/mth (due on 2/15/26, 3/15/26, and 4/15/26) $ 3,574.98

pursuant to the Declaration of Omega Villas Condominium Association, Inc. plus interest at the rate of 10% per annum from the date due. Payments made in the amount of $0.00 were paid to the Association pending determination of statutory distribution.

In addition, this claim of Lien also secures accelerated maintenance, and special assessments, late fees, interest, costs, reasonable attorney fees and costs incurred by the Association pursuant to the recorded Declaration of Condominium. Further, this lien secures all assessments and special assessments coming due after the filing of this Claim of Lien.

Dated this 14 day of May, 2026

WITNESSES:

Vera Clement
Print Name
314 S. Federal Highway
Dania Beach, FL 33004

BY: ______________________
CARLOS F. LOPEZ, ESQ.
Fla. Bar No. 85119
Attorney-in-fact/authorized agent

Shakira Cole
Print Name
314 S. Federal Highway
Dania Beach, FL 33004

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 14 day of May, 2026 by Carlos F. Lopez, Esq. as attorney-in-fact and authorized agent of Omega Villas Condominium Association, Inc., a Florida not-for- Profit Corporation, on behalf of the corporation, he is personally known to me and did take an oath.

BY: ______________________
NOTARY PUBLIC,
STATE OF FLORIDA AT LARGE

My Commission Expires:

VERA CLEMENT
MY COMMISSION # HH 421639
EXPIRES: September 23, 2027

at 11:15 AM

LAS CONDOMINIUM ASSOCIATION, ...is 6574 N STATE ROAD 7 #125 ...the Declaration of Condominium for ...ing property:

...ding to the Declaration of Condominium ...f Broward County, Florida, together with

...id balance consists of:

25, 12/1/25, 1/1/26, 2/1/26, $ 3,750.00
$ 1,284.66
1/15/25, 12/1/25, $ 2,065.00
$ 1,677.70
on 2/15/26, 3/15/26, $ 3,574.98

he rate of 10% per annum from the date ...of statutory distribution.

e fees, interest, costs, reasonable attorney ...ominium. Further, this lien secures all

PEZ, ESQ.
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...uthorized agent

...nce or ☐ online notarization this 14 day ...Villas Condominium Association, Inc., a ...d did take an oath.

PUBLIC,
...RIDA AT LARGE

EXHIBIT : A

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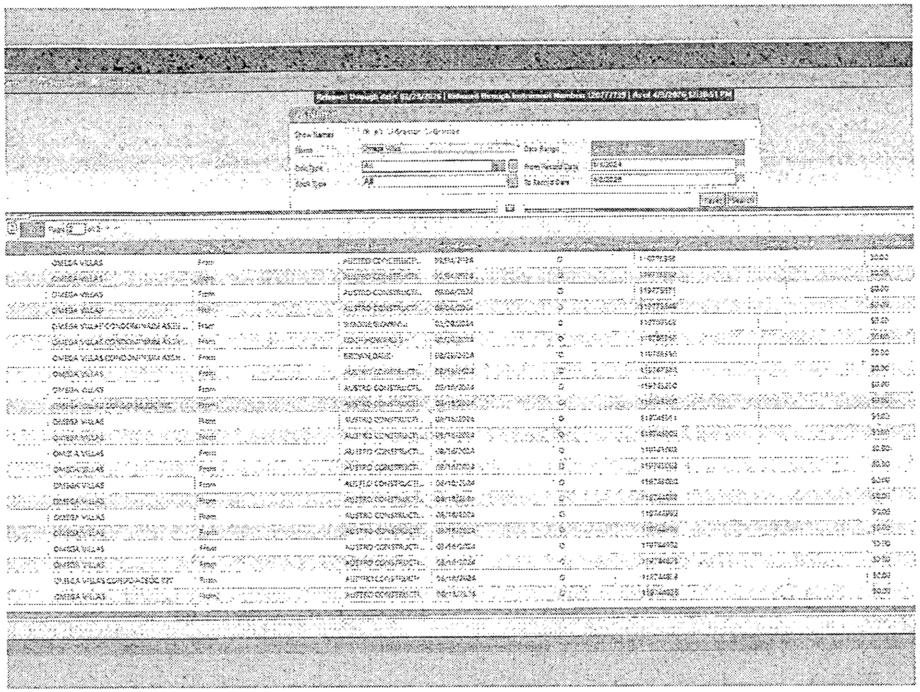
EXHIBIT: B



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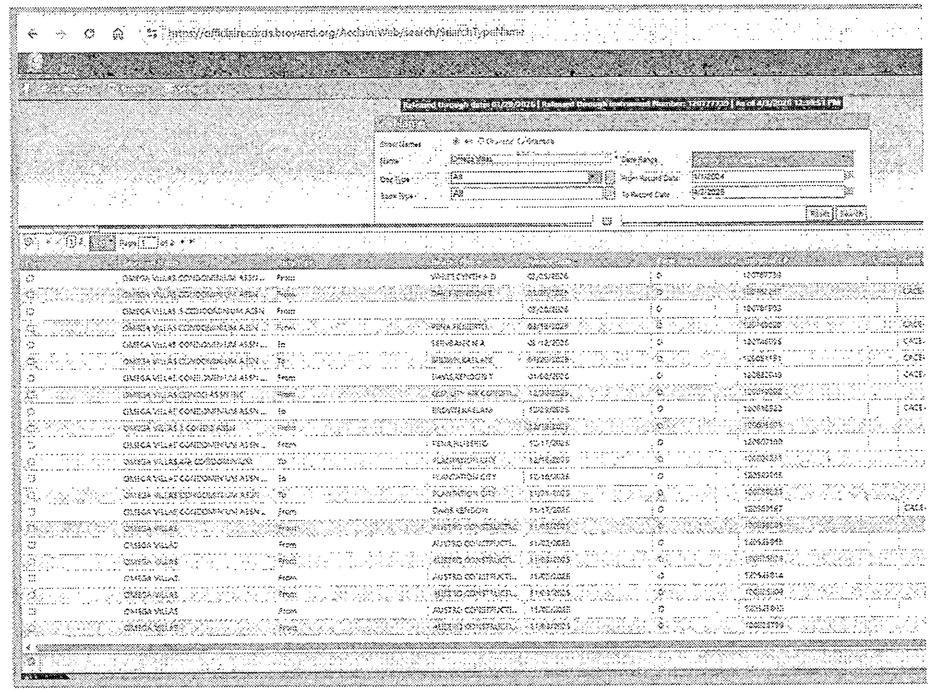

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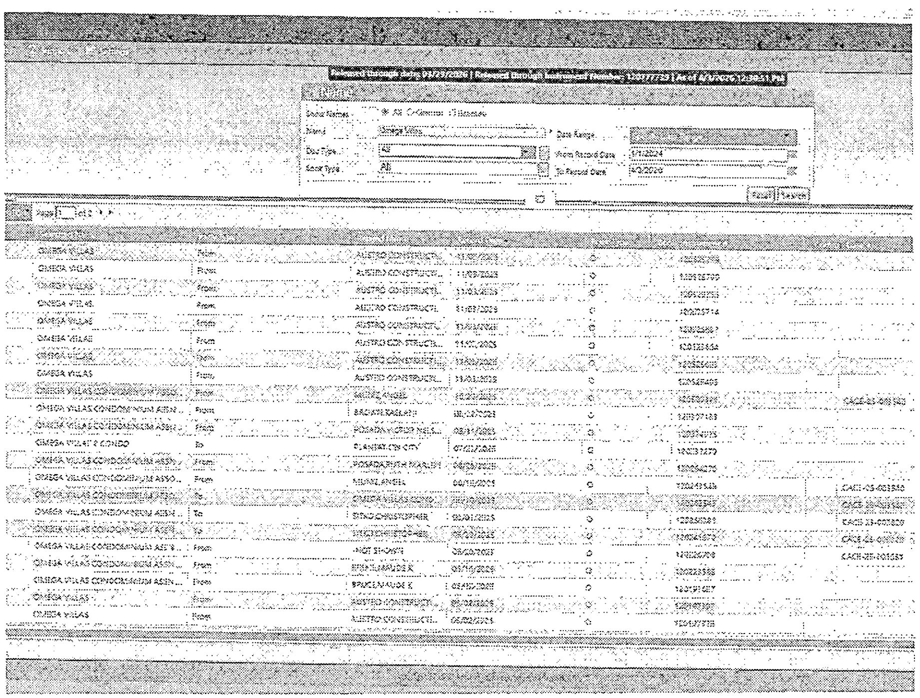

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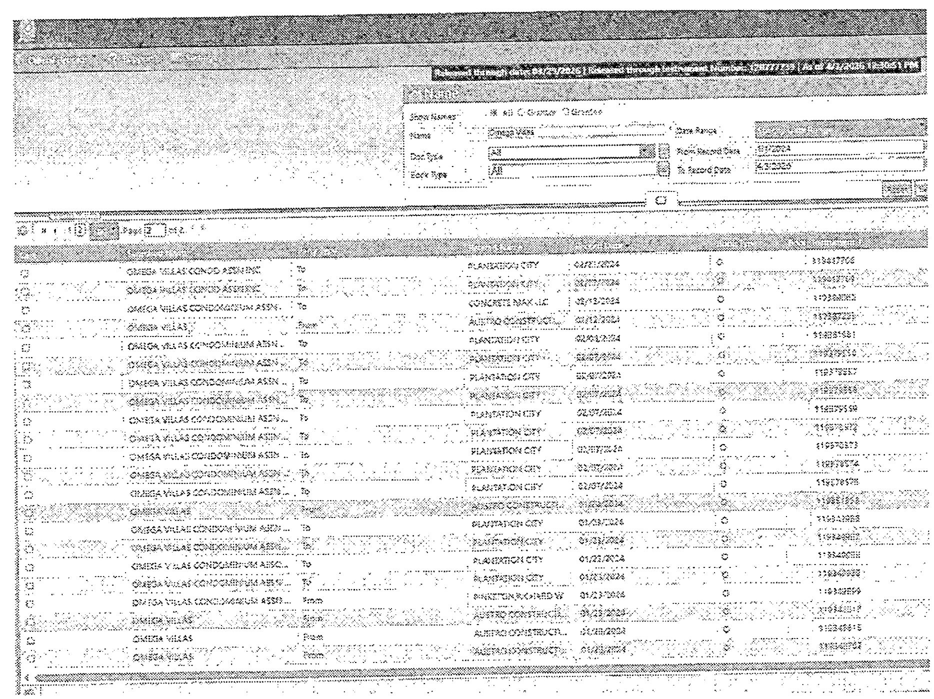

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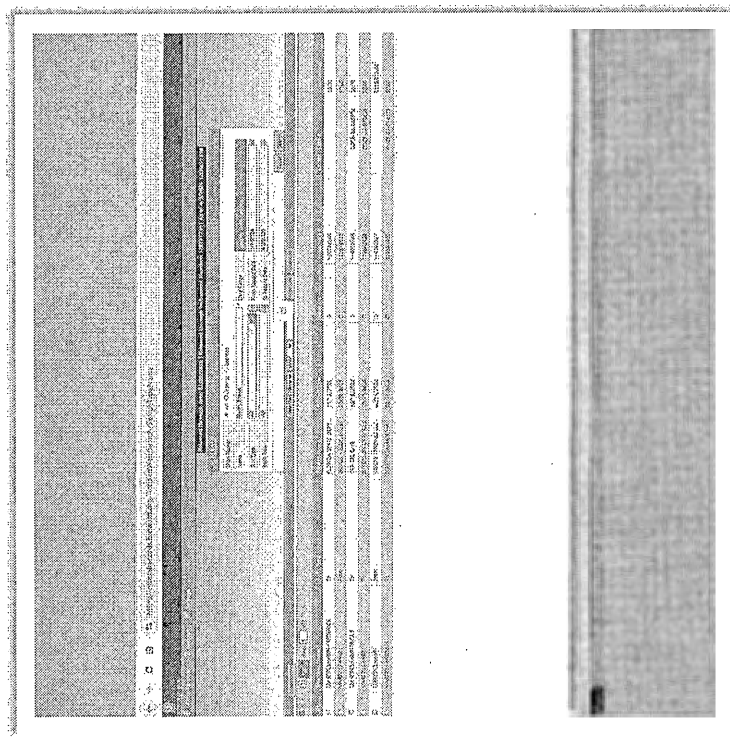
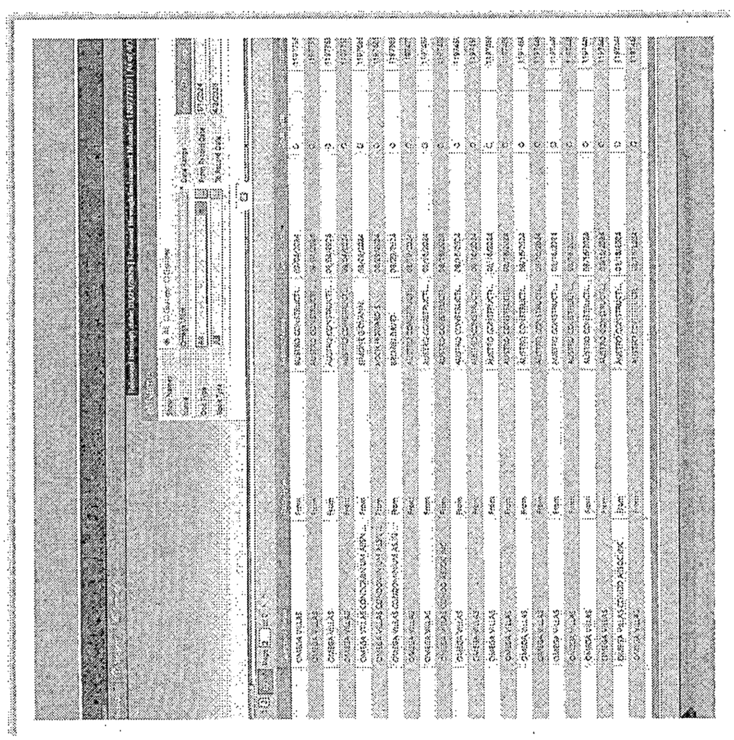
EXHIBIT Q





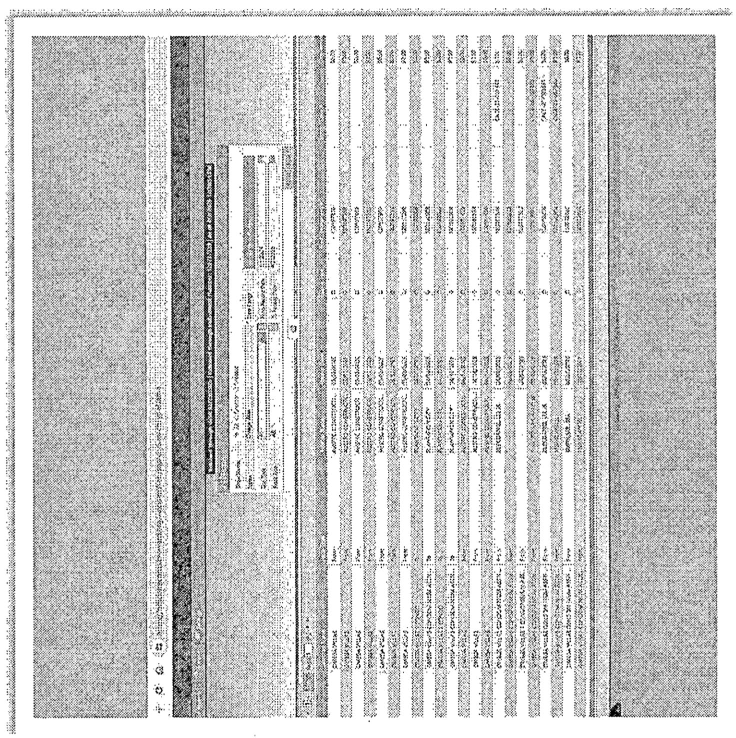


EXHIBIT D

79- 10295

DECLARATION OF CONDOMINIUM

OMEGA VILLAS 2, a Condominium

I.

SUBMISSION STATEMENT

The Corporations whose names appear at the end of this Declaration as "Developer", being the owners of record of the fee simple title to the real property situate, lying and being in Broward County, Florida, as more particularly described and set forth as the Condominium property in the Survey Exhibits attached hereto as "Exhibit No. 1", which are made a part hereof as though fully set forth herein (together with equipment, furnishings and fixtures therein contained not personally owned by unit owners), hereby states and declares that said realty, together with improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, F.S. 718 Et Seq. (hereinafter referred to as the "Condominium Act"), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration of Condominium.

Definitions: As used in this Declaration of Condominium and By-Laws and Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall prevail:-

A. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may be from time to time amended.

B. Association, means the Florida non-profit Corporation whose name appears at the end of this Declaration as "Association", said Association being the entity responsible for the operation of the Condominium. The Association's Articles of Incorporation are attached hereto as Exhibit No. 3. The terms "Board of Directors" and "Board" are synonymous.

C. By-Laws, means the By-Laws of the Association specified above as they exist from time to time, and are attached and referred to in this Declaration as Exhibit No. 2.

D. Common Elements, means the portions of the Condominium property not included in the Units.

E. Limited Common Elements, means and includes those common elements which are reserved for the use of a certain unit or units, to the exclusion of all other units as specified in the Declaration.

F. Condominium, means that form of ownership of real property which is created pursuant to the provisions of Chapter 718, Florida Statutes and which is comprised of units that may be owned by one or more persons, and there is appurtenant to each unit an undivided share of the common elements.

G. Condominium Act, means and refers to the Condominium Act of the State of Florida (F.S. 718 Et Seq.), as the same is enacted as of the date of this Declaration.

H. Common Expenses, means all expenses and assessments properly incurred by the Association for the Condominium for which the unit owners are liable to the Association.

I. Common Surplus, means the excess of all receipts of the Association from this Condominium, including but not limited to assessments, rents, profits and revenues on account of the common elements, over and above the amount of common expenses of this Condominium.

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Robbins, ... P.A.
P.O. Box 650
Hollywood, Florida 33020

This Instrument prepared by: Abrams, Anton, Robbins, Resnick & Schneider, P.A.
By: EDWARD S. RESNICK, Attorney.
P. O. Box 650, Hollywood, Florida 33022.

EXHIBIT A TO OFFERING CIRCULAR

EXHIBIT "D

J. Condominium property, means and includes the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

K. Assessment, means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the unit owner.

L. Condominium Parcel or Parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

M. Condominium Unit, or Unit, is a Unit as defined in the Condominium Act, referring herein to each of the separate and identified units delineated in the Survey attached to the Declaration as Exhibit No. 1, and when the context permits, the Condominium parcel includes such unit, including its share of the common elements appurtenant thereto. The physical boundaries of each unit are as delineated in the Survey aforedescribed and are as more particularly described in Article III and Article XIX.A of this Declaration.

N. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a Condominium parcel.

O. Developers, mean the Corporations whose names appear at the end of this Declaration as "Developers", their successors and assigns. The terms "Developer" and "Developers" are synonymous.

P. Institutional Mortgagee, means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an Agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an Institutional type lender. The mortgage may be placed through a Mortgage or Title Company.

Q. Occupant, means the person or persons, other than the unit owner, in possession of a unit.

R. Condominium Documents, means this Declaration, the By-Laws and all Exhibits annexed hereto, as the same may be amended from time to time. The term, Condominium Documents, may also mean, where applicable, Rules and Regulations, Prospectus or Offering Circular, and the applicable required items under Chapter 718, Florida Statutes unless the context otherwise requires, and notwithstanding that some or all of said documents or items may or may not be Exhibits to the Declaration and/or recorded in the Public Records of the County wherein the Condominium is located.

S. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Part I of the Condominium Act as of the date of this Declaration.

T. Long-Term Lease, means and refers to the interest of the Association in and to the recreation area(s) and facilities described in and pursuant to the Long-Term Lease, which Long-Term Lease is attached to this Declaration as Exhibit No. 4 and made a part hereof. Lessor, means the Lessors under the aforesaid Long-Term Lease.

U. Management Agreement, means and refers to that certain Agreement attached to this Declaration as Exhibit No. 5 and made a part hereof, which provides for the management of the Condominium property and the recreation area(s) and facilities.

V. Management Firm, means and refers to the Corporation identified as the Management Firm in the Management Agreement attached to this Declaration, its successors and assigns. The Management Firm shall be responsible for the management of the Condominium property and the recrea-

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EXHIBIT: D

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel(s), or which would change the provisions of the By-Laws with respect to Institutional Mortgages, without the written approval of all Institutional Mortgagees of record. The By-Laws may not be amended without the written approval of the Lessor under the Long-Term Lease, which said approval shall not be unreasonably withheld. No Amendment shall change the rights and privileges of the Developer without the Developer's written approval, nor the rights and privileges of the Management Firm without the Management Firm's written approval. Any Amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Article and in Article VII above, and said Amendment shall be recorded in the Public Records of the County in which this Condominium is located.

IX.

THE OPERATING ENTITY

The operating entity of the Condominium shall be the Florida non-profit Corporation whose name appears at the end of this Declaration as the "Association" which is responsible for the operation of the Condominium specified in Article II hereinabove, said Association being organized and existing pursuant to the Condominium Act. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, and all of the powers and duties necessary to operate the Condominium as set forth in this Declaration and the By-Laws, as they may be amended from time to time.

Every owner of a Condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the said Association, the provisions of this Declaration, the Long-Term Lease and the Management Agreement. Membership in the Florida non-profit Corporation whose name appears at the end of this Declaration terminates upon the termination of ownership of a Condominium parcel in this Condominium.

X.

ASSESSMENTS

A. The Association, through its Board, has delegated to the Management Firm the power of the Association to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other sums as are specifically provided for in this Declaration and Exhibits for such period of time as provided in the Management Agreement, and thereafter, the Association shall have such power. The procedure for the determination of all such assessments shall be as set forth in the By-Laws of the Association and this Declaration and the Exhibits. The Association, through its Board, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the Condominium property and such other sums as are specifically provided for in this Declaration and Exhibits, where said power has not been or is no longer delegated to the Management Firm or as a matter of law is not permitted to be delegated to the Management Firm. The Board may adopt a budget for the common expenses of the Condominium for the coming fiscal or calendar year in such amount as the Board determines necessary and during a fiscal or calendar year, said Board may increase the assessments for common expenses of the Condominium and/or levy a special assessment for common expenses in such amount as the

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EXHIBIT D

Board determines necessary and, if permitted by law, the Directors' authority aforedescribed may be, and pursuant to the Management Agreement, has been delegated to the Management Firm. Where the Developer has guaranteed assessments for common expenses of the Condominium that may be imposed upon the unit owners other than the Developer pursuant to F.S. 718.116(8)(b), during the period of said guarantee the Developer may increase the assessments for common expenses imposed upon the unit owners other than the Developer during the period of time of said guarantee in such amount as it deems necessary, provided said increase does not exceed the stated dollar amount as guaranteed pursuant to F.S. 718.116(8)(b); and upon notification of such increase by the Developer, The Board and, where applicable, the Management Firm, shall immediately cause the assessments for common expenses of the Condominium to be increased and collected against the unit owners other than the Developer, pursuant to said notification.

B. The common expenses shall be assessed against each Condominium parcel owner, as provided for in Article VI of this Declaration.

C. Assessments and installments that are unpaid for over ten (10) days after due date shall bear interest at the rate of 10% per annum from due date until paid, and at the sole discretion of the Management Firm and/or the Board a late charge of $25.00 shall be due and payable. Regular assessments shall be due and payable monthly or quarterly on the first day of the applicable month as determined by the Board.

D. The Association and the Management Firm shall have a lien on each Condominium parcel for unpaid assessments, together with interest thereon, against the unit owner of such Condominium parcel, together with a lien on all tangible personal property located within said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association or Management Firm incident to the collection of such assessments or the enforcement of such lien, together with all sums advanced and paid by the Association or the Management Firm for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association or Management Firm, in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The aforesaid lien shall also include those sums advanced on behalf of a unit owner in payment of his obligation under the Long-Term Lease and Management Agreement and the Management Firm and Board may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in their best interests. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Management Firm and the Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel for the period of time said parcel is occupied by the unit owner or anyone by, through or under said owner, and Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

E. Where the Mortgagee of a First Mortgage of record, or other purchaser of a Condominium unit, obtains title to a Condominium parcel as a result of foreclosure of the First Mortgage, or when a First Mortgagee of record accepts a Deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the shares of common expenses or assessments by the Management Firm or the Association pertaining to such Condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such Deed in lieu of foreclosure unless such share is secured by a claim of lien for assessments that is recorded prior to the record-

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EXHIBIT D

ing of the foreclosed mortgage or the unforeclosed mortgage where a Deed in lieu of foreclosure is obtained. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns

F. In addition to the foregoing provisions of the preceding paragraph, where any Institutional Lender, i.e., Institutional Mortgagee as defined in Article I of this Declaration or other Institutional Mortgagee, i.e., Lender, selected by the Mortgagor, i.e., unit owner, obtains title to a Condominium parcel as a result of foreclosure of its Mortgage, or it accepts a Deed to said Condominium parcel in lieu of foreclosure, said Mortgagee, its successors and assigns, shall not be liable for the share of common expenses or assessments by the Association as to and under the Long-Term Lease, as to said unit's share for rent and/or other monies which became due and payable under the Long-Term Lease on or before the date of the Final Judgment of Foreclosure in the event of foreclosure, or on or before the date of the delivery of a Deed in lieu of foreclosure in the case of a Deed being given to the Mortgagee in lieu of foreclosure. The lien under the Long-Term Lease encumbering said unit for said unit owner's share of the rent and/or other monies due and payable under said Long-Term Lease shall not be extinguished but shall be foreclosed and unenforceable as against the Mortgagee, its successors and assigns, as to the applicable Condominium parcel with respect to that parcel's share of the rent and/or other monies which became due and payable under the terms of said Long-Term Lease on or before the date hereinbefore provided; however, said lien pursuant to said Long-Term Lease shall automatically reattach to the Condominium parcel and secure the payment of the Condominium parcel's proportionate share of the rent and/or other monies coming due or which mature under the terms of the Long-Term Lease subsequent to the date of the Final Judgment of Foreclosure, or the date of delivery of the Deed in lieu of foreclosure as to the applicable Condominium parcel.

G. Any person who acquires an interest in a unit except through foreclosure of a First Mortgage of record or by virtue of a Deed given in lieu of foreclosure, as specifically provided hereinabove, including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid. The Management Firm and thereafter, the Association acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party. The provisions of F.S. 718.116(6) which are set forth in Paragraph E of this Article X are paramount to the applicable provisions of this paragraph.

H. Developer has guaranteed that for a period of one year from the date of the issuance of a Certificate of Occupancy as to the buildings in this Condominium, the assessments for common expenses of the Condominium, including the rent and/or other monies due under the Long-Term Lease imposed upon the unit owners of units in said buildings other than the Developer, shall be in the monthly amount for the applicable unit as specified in the projected Operating Budget provided, however, that the Developer shall have the right, where it deems it necessary, to require the Board of the Association and, where applicable, the Management Firm, to increase said monthly assessments for such months during said one-year period for said units other than units owned by the Developer in an amount as determined by the Developer which shall not exceed 15% in toto for said period of the guarantee over the stated monthly assessment for the applicable unit, as specified in the Operating Budget. The Board of the Association and the Management Firm, by virtue of their execution of this Declaration and the Management Agreement, hereby agree to the foregoing provisions and further agree to levy and collect the assessments forthwith and to cause same to be paid forthwith as directed by the Developer. During the period of said guarantee, the Developer shall pay the amount of common expenses incurred during that period and not produced by the as-

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EXHIBIT D

eter walls, floors and ceilings surrounding their respective Condominium units nor shall the unit owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective Condominium units which are utilized for or serve more than one Condominium unit, which items are, by these presents, hereby made a part of the common elements. Said unit owner, however, shall be deemed to own the walls and partitions which are contained in said unit owner's Condominium unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.; however, all load bearing walls located within a Condominium unit are a part of the common elements to the unfinished surface of said walls.

B. The owners of the respective Condominium units agree that if any portion of a Condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a Condominium building or buildings are partially or totally destroyed and then rebuilt, the owners of the Condominium parcels agree that encroachments on parts of the common elements or limited common elements or Condominium units, as aforedescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. No owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or by the abandonment of his Condominium unit.

D. The owners of each and every Condominium parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Condominium is situate, or for such other future legally authorized governmental officer or authority having jurisdiction over same. Nothing herein shall be construed, however, as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each unit owner to pay ad valorem taxes and special assessments as are separately assessed against his Condominium parcel.

For the purpose of ad valorem taxation, the interest of the owner of a Condominium parcel in his Condominium unit and in the common elements shall be considered a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium including land and improvements, as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

E. All provisions of this Declaration and Exhibits and Amendments thereof, shall be construed as covenants running with the land and of every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the property or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said Declaration and Exhibits and any Amendments thereof.

F. If any of the provisions of this Declaration or of the By-Laws, Articles of Incorporation of the Association, the Long-Term Lease, the Management Agreement, or of the Condominium Act, or any section, clause, phrase, word or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, the By-Laws, Articles of Incorporation, Long-Term Lease and Management Agreement, or the Condominium Act, and of the application of any such provisions, action, sentence, clause, phrase or word, in other circumstances, shall not be affected thereby.

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EXHIBIT E

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:

SHAWN EVANS MARTIN,

Case No. 26-12628-~~PDR~~ CAP
Chapter 7

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.

Separately and independently, the Debtor has claimed his homestead unit as exempt under Article X, Section 4 of the Florida Constitution. Florida's homestead exemption is among the broadest and most strictly enforced in the nation. Even where a creditor holds a perfected lien—which the Association does not—courts consistently give substantial weight to homestead protections in evaluating stay relief. The Association's motion implicates none of the narrow categories of debt that can defeat Florida homestead protections. For all of these reasons, the Motion must be denied.

STATEMENT OF RELEVANT FACTS

EXHIBIT I

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

2. The Debtor has claimed the Property as exempt under the Florida homestead exemption, Article X, Section 4 of the Florida Constitution. No objection to that exemption has been timely filed.

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. A special assessment 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).

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

EXHIBIT 5

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

Exhibit 2

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.

EXHIBIT 5

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.

III. THE DEBTOR'S FLORIDA HOMESTEAD EXEMPTION PROVIDES INDEPENDENT AND COMPELLING GROUNDS FOR DENYING STAY RELIEF.

The Debtor has claimed the Property as exempt under Article X, Section 4 of the Florida Constitution. Florida's homestead exemption is among the most robust property protections in the United States, and Florida courts have consistently construed it broadly and liberally. See Havoco of America, Ltd. v. Hill, 790 So.2d 1018, 1021 (Fla. 2001); Olesky v. Nicholas, 82 So.2d 510, 512 (Fla. 1955). The exemption serves the fundamental public policy of protecting Florida families

EXHIBIT E

from the loss of their homes. Palm Beach Savings & Loan Ass'n, F.S.A. v. Fishbein, 619 So.2d 267, 270 (Fla. 1993).

No objection to the Debtor's exemption claim has been timely filed. Under Rule 4003(b) of the Federal Rules of Bankruptcy Procedure, the time for objecting to exemptions has passed, and the Property is properly exempt from the estate. See Taylor v. Freeland & Kronz, 503 U.S. 638, 643–44 (1992) (unobjected-to exemption is final regardless of whether debtor was entitled to it). The Association has not challenged the exemption claim.

Florida Statute § 718.116 creates limited exceptions to homestead protection for condominium assessments, but only to the extent a lien has been properly perfected. Because no lien was perfected here, the statutory exception does not apply. The Association's claim is an unsecured, general obligation that cannot overcome the Debtor's constitutional homestead rights. Granting stay relief to allow foreclosure of an unperfected claim against an exempt homestead would be contrary to the strong public policies underlying both Florida homestead law and the federal Bankruptcy Code. See In re Tluscik, 2008 WL 2074077, at *4 (Bankr. M.D. Fla. 2008).

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.

EXHIBIT E

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—principally because the Debtor has claimed it as exempt and because any interest above the exemption amount is unavailable to creditors. However, the Trustee's non-objection speaks to the estate's interest, not to the Debtor's independent rights as an exempt-property owner.

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 Debtor's rights under the Florida homestead exemption are personal to him and are not subject to the Trustee's discretion. 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 Debtor's homestead exemption is properly claimed and unopposed. 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.

EXHIBIT G

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,

/S/

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.

6. I have claimed my residential unit as exempt under the Florida homestead exemption, and no objection to that exemption has been filed.

Further Affiant Sayeth Naught:

____
SHAWN EVANS MARTIN, Debtor

Sworn to and subscribed before me this ______ day of April, 2026, by SHAWN EVANS MARTIN, who is personally known to me or produced ____________________________ as identification.

____
NOTARY PUBLIC, State of Florida

Official Stamp

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 ______ 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

EXHIBIT F

Case 26-12628-PDR Doc 35 Filed 04/21/26 Page 1 of 2

ORDERED in the Southern District of Florida on April 20, 2026.

Peter D. Russin

Peter D. Russin, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

IN RE:

SHAWN EVANS MARTIN

DEBTOR

CASE NO: 26-12628-PDR
Chapter 7

ORDER GRANTING OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC.'S MOTION FOR RELIEF FROM STAY [ECF #22]

THIS CAUSE came before the Court for hearing on April 16, 2026 at 10:30 AM on OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC.'S Motion for Relief from Stay [ECF #22]. Upon consideration of the motion, the Court having reviewed the Motion and the files in this cause, having heard argument of counsel, pro-se Debtor, Bankruptcy Trustee, and being otherwise fully advised in the premises, it is, therefore,

ORDERED that:

1. The Motion for Relief from Stay filed by OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC. is GRANTED. The stay imposed pursuant to 11 U.S.C. Section 362 is modified so as to allow OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC. to continue the existing collection for pre-petition and post amounts of unpaid maintenance and assessments

EXHIBIT F

for the real property, located at 1760 NW 73rd Ave #48, Plantation, Florida 33313, in rem only and further described below, and to foreclose, its lien up and through a final judgment of foreclosure and sale, and for issuance and execution of the writ of possession:

> **Legal:** Condominium Unit 10-48, of OMEGA VILLAS II, a Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 7977 at Page 141, of the Public Records of Broward County, Florida, together with exhibits and amendments and an undivided interest in the common elements thereto.
> **Common:** 1760 NW 73rd Ave #48, Plantation, Florida 33313
> **BCPA:** 4941 34 CB 0170

2. In addition, the stay is modified for the purpose of allowing OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC. to take any legal action necessary for OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC. to enter Debtor's property to continue with their certification process for Phase 2 of the Association, including prosecution and defense of the pending state court action under case style *Shawn Martin v. Omega Villas, Inc.* under Case Number CACE 26-001329.

###

Copies furnished to:
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who shall serve a copy of the Order on all interested parties and file a certificate of service thereon.

EXHIBIT G

APRIL 16, 2026 HEARING

FULL RECONCILED AUDIO TRANSCRIPT CHRONOLOGY

United States Bankruptcy Court, Southern District of Florida
Reconciled against the prior 12-page chronology and the later timestamp/audio corrections.
All hearing times are AM EDT wall-clock timestamps.

RECONCILIATION RESULT

The prior 5-page consolidated rebuild was incomplete. It compressed or omitted several statements that were present in the earlier 12-page chronology, including portions of the Court's full Chapter 7 analysis, the detailed relation-back exchange, Hollander's access discussion, and the fuller question directed to Trustee Osborne. This version restores those items, adds the newly discovered 11:25:13-11:26:21 exchange, retains the separately supplied 11:26:28 Trustee statement, and overlays all later timestamp and wording corrections.

Direct quotations marked CONFIRMED VERBATIM are based on wording the Debtor specifically confirmed from the audio during this review. Items marked PRIOR CHRONOLOGY - SUBSTANTIALLY VERBATIM or IN SUBSTANCE are preserved because they appeared in the earlier chronology but have not yet been independently re-confirmed word-for-word in this pass. No uncertain wording has been silently converted into a verbatim quotation.

I. EARLIER PETITION-DATE LIEN DISCUSSION

11:25:13 AM EDT - THE COURT

"I understand that but you don't necessarily at this stage of this Chapter 7, if there is equity in the property, you don't necessarily get stay relief at this moment. Although it is a Chapter 7, it is not in effect a reorganization."

Status: CONFIRMED VERBATIM

11:25:26 AM EDT - HOLLANDER

"The bank is also looking to get stay relief as well, they filed a motion as well, they also had a hearing today as well, also to get relief. And they can actually foreclose tomorrow."

Status: CONFIRMED VERBATIM

11:25:36 AM EDT - THE COURT

"I don't see that set today, say it again."

Status: CONFIRMED VERBATIM

11:25:39 AM EDT - HOLLANDER

"They originally filed their motion as well for stay relief, I don't know it is set today. But the difference between us and the bank Judge is we have to do a [NOTA?] letter, 45 day letter, a 45 day letter, then a lien, then we can foreclose, we cannot just file suit."

Status: CONFIRMED VERBATIM

One word remains uncertain and is intentionally retained as [NOTA?].

11:25:57 AM EDT - THE COURT

"So currently as of the date of the petition you don't have a lien. Is that right?"

Status: CONFIRMED VERBATIM

11:26:01 AM EDT - HOLLANDER

"We have the 45 day letter, now we have to do the second 45 day letter."

Status: CONFIRMED VERBATIM

11:26:04 AM EDT - THE COURT

"Ask again, as of the petition date, you don't have a lien?"

Status: CONFIRMED VERBATIM

EXHIBIT G

11:26:08 AM EDT - HOLLANDER

"Yes, we do!"

Status: CONFIRMED VERBATIM

Hollander speaks over the Court.

11:26:08-09 AM EDT - THE COURT

"Correct?"

Status: CONFIRMED VERBATIM

11:26:10 AM EDT - HOLLANDER

"The lien on this property starts the date the Declaration was filed, and I have plenty of case law if you would like it."

Status: CONFIRMED VERBATIM

11:26:19 AM EDT - THE COURT

"Alright."

Status: CONFIRMED VERBATIM

11:26:21 AM EDT - HOLLANDER

"A lien is filed the minute the Declaration is filed. So, we have a continuing lien interest."

Status: CONFIRMED VERBATIM

II. TRUSTEE OSBORNE EARLIER INTERJECTION

11:26:28 AM EDT - THE COURT / TRUSTEE OSBORNE

Judge: Do you have something? Are you the trustee? Osborne: Your Honor, I am the trustee in this case. A couple of points. Number one, this property is not claimed as homestead by this debtor. He didn't take the 222.25(4) homestead exemption, so I am not sure what...

Status: DEBTOR-SUPPLIED AUDIO TRANSCRIPTION - CUTS OFF

Preserved from the earlier supplemental version. The statement ends where the supplied transcription ended; no continuation is inferred.

III. COURT LIMITS INTEREST / DOCUMENT 25 DEFENSE

11:28:34 AM EDT - THE COURT

"And I am not interested in the long dispute you have had with the condo association. I have zero interest."

Status: CONFIRMED VERBATIM

11:28:36 AM EDT - DEBTOR

"First of all, as you are aware, if you read Document 25 that I submitted Your Honor, um, it goes through all of these defenses and the main one is no perfected lien."

Status: CONFIRMED VERBATIM

11:28:57 AM EDT - THE COURT

The Association still needed to perform its inspection and still needed to obtain its certification.

Status: CONFIRMED SUBSTANCE / TIMESTAMP

The Debtor confirmed this item from the audio; exact sentence-level wording was not separately supplied in this pass.

IV. TRIAL DE NOVO / WINDOWS / CONSTRUCTION DEFECT

11:28:59 AM EDT - DEBTOR

"Correct, and there is a Trial de Novo that is currently pending over the window issues because it went to arbitration and it then went to a Trial de Novo, and that is still in active status."

EXHIBIT G

Status: CONFIRMED VERBATIM

11:29:10 AM EDT - THE COURT

"So what?"

Status: CONFIRMED VERBATIM

11:29:11 AM EDT - DEBTOR

"Over the windows."

Status: CONFIRMED VERBATIM

11:29:12 AM EDT - THE COURT

"So what?"

Status: CONFIRMED VERBATIM

11:29:14 AM EDT - DEBTOR

"It is over a construction defect."

Status: CONFIRMED VERBATIM

11:29:15 AM EDT - DEBTOR

"In other words-"

Status: CONFIRMED VERBATIM

11:29:17 AM EDT - THE COURT

"What other words? I don't understand."

Status: CONFIRMED VERBATIM

11:29:20 AM EDT - DEBTOR

"Okay, there was some-"

Status: CONFIRMED VERBATIM

11:29:23 AM EDT - THE COURT

Did you claim this property as exempt?

Status: PRIOR CHRONOLOGY QUOTE + TIMESTAMP CONFIRMED

V. EXEMPTION / BANK NEGOTIATIONS

11:29:25 AM EDT - DEBTOR

"Oh, excuse me, that was an oversight, but I am going to file a motion to amend that."

Status: CONFIRMED VERBATIM

11:29:29 AM EDT - THE COURT

"You haven't done that yet."

Status: CONFIRMED VERBATIM

11:29:32 AM EDT - DEBTOR

I am in the process of doing that now, and I just filed the motion for the bank yesterday.

Status: PRIOR CHRONOLOGY - IN SUBSTANCE; TIMESTAMP CONFIRMED

11:29:37 AM EDT - THE COURT

The Court asks what the Debtor means by the reference to the bank.

Status: CONFIRMED TIMESTAMP / SUMMARY

11:29:40 AM EDT - DEBTOR

 EXHIBIT G

The Debtor explains that he was attempting to negotiate with the bank because the bank had contacted him concerning negotiation of the terms and that he had paid the funds that were the subject of the parties' dispute.

Status: CONFIRMED TIMESTAMP / PRIOR CHRONOLOGY IN SUBSTANCE

VI. COURT'S CHAPTER 7 / STAY-RELIEF ANALYSIS

11:29:53 AM EDT - THE COURT

Okay, so let me make this very easy for you. Whether it is exempt, if it is not exempt, it is not exempt currently, you lose. Period. If it is exempt, you likely still lose. Why? Because this is a Chapter 7 and in a Chapter 7 there is no reorganization and so the lender can simply seek stay relief to continue to seek in rem their property.

Status: PRIOR CHRONOLOGY - SUBSTANTIALLY VERBATIM; START TIME CONFIRMED

Following 11:29:53 AM EDT - THE COURT

And frankly I will give stay relief to the condo association to do the same. They have in rem to assert their lien and they couldn't go beyond their lien, but if Florida law recognizes their lien they would have stay relief to pursue that.

Status: PRIOR CHRONOLOGY - SUBSTANTIALLY VERBATIM

11:30:32 AM EDT - THE COURT

"if Florida law recognizes their lien."

Status: CONFIRMED VERBATIM

11:30:39 AM EDT - THE COURT

"They would also have stay relief frankly to complete what they need to complete from an inspection perspective so I would give them at least limited stay relief."

Status: CONFIRMED VERBATIM

11:30:47 AM EDT - DEBTOR

"Even if he state um-"

Status: CONFIRMED VERBATIM

Debtor is cut off by the Court.

11:30:49 AM EDT - THE COURT

"I would go, it would only be stay relief to go back to state court whatever the proceeding is to pursue those proceedings, so I am not giving you access, them access, I am not granting any specific remedy other than giving them stay relief to go litigate the matter wherever they are currently litigating it or wherever it is supposed to be litigated, not here."

Status: CONFIRMED VERBATIM

After 11:30:49 and before 11:31:37 - THE COURT

The Court explains that if the property were exempt there would be no benefit to the bankruptcy estate and, if nonexempt, the issue would involve whether value existed for creditors. The Court states that administration of nonexempt property would be determined by the Trustee unless the Debtor believed the case would produce a surplus.

Status: PRIOR CHRONOLOGY - IN SUBSTANCE / EXACT TIME STILL OPEN

Same interval - DEBTOR

A short response heard in the prior review as 'right,' 'correct,' or similar.

Status: AUDIO UNCLEAR - DO NOT QUOTE

VII. COURT INVITES CONTRARY ARGUMENT

11:31:37 AM EDT - THE COURT

"So in the end we end up in the same place. So, I am just trying to save you time and effort. Do you have any arguments that would contradict what I have said so far?"

ExHIBIT G

Status: CONFIRMED VERBATIM

11:31:47 AM EDT - DEBTOR

The Debtor attempts to explain that stay relief affects contemplated additional litigation concerning the amounts or claims being asserted against him.

Status: CONFIRMED TIMESTAMP / PRIOR CHRONOLOGY IN SUBSTANCE

11:32:07 AM EDT - THE COURT

The Court explains that the Debtor remains free to pursue that litigation, but that it would occur in another court.

Status: CONFIRMED TIMESTAMP / PRIOR CHRONOLOGY IN SUBSTANCE

11:32:10 AM EDT - DEBTOR

The Debtor states that the details will come out through that litigation.

Status: CONFIRMED TIMESTAMP / PRIOR CHRONOLOGY IN SUBSTANCE

11:32:17 AM EDT - THE COURT

The Court responds that those matters are between the Debtor and Omega, subject to the qualification that a litigation claim might constitute an asset of the bankruptcy estate. The Court directs the Debtor to speak with Trustee Osborne concerning that issue, particularly while the property remains nonexempt.

Status: CONFIRMED TIMESTAMP / PRIOR CHRONOLOGY IN SUBSTANCE

VIII. PETITION-DATE LIMIT / RELATION-BACK DISCUSSION

11:32:34 AM EDT - THE COURT

I am granting stay relief, but it is only limited to going and pursuing whatever your lien rights are as of the petition date.

Status: PRIOR CHRONOLOGY - SUBSTANTIALLY VERBATIM; TIMESTAMP CONFIRMED

11:32:43 AM EDT - THE COURT

So if it is a relation-back lien, that seems to be what you are arguing-

Status: PRIOR CHRONOLOGY - SUBSTANTIALLY VERBATIM; TIMESTAMP CONFIRMED

11:32:55 AM EDT - HOLLANDER

We are going to pursue the lien from the Declarations when it was recorded and to pursue that forward.

Status: PRIOR CHRONOLOGY QUOTE; TIMESTAMP CONFIRMED

Following 11:32:55 AM EDT - THE COURT

So it is a relation-back issue.

Status: PRIOR CHRONOLOGY QUOTE / EXACT SECOND NOT YET CONFIRMED

Following relation-back characterization - HOLLANDER

Counsel additionally discusses pursuing access to the Debtor's unit in connection with the matter the Debtor had appealed.

Status: PRIOR CHRONOLOGY - IN SUBSTANCE / EXACT TIME STILL OPEN

11:33:09 AM EDT - THE COURT

So the lien would relate back under Florida law which you argued, is that correct, to a date prior to the petition?

Status: PRIOR CHRONOLOGY QUOTE; TIMESTAMP CONFIRMED

11:33:15 AM EDT - HOLLANDER

> "Yes, it would date back prior to the petition."

Status: CONFIRMED VERBATIM

11:33:21 AM EDT - THE COURT

> "So that is why I would be granting it."

Exhibit G

Status: CONFIRMED VERBATIM

IX. TRUSTEE OSBORNE AGREES

11:33:23 AM EDT - THE COURT

Mr. Osborne, I have seen this before, you have seen this before. It is a relation-back issue, correct?

Status: PRIOR CHRONOLOGY - SUBSTANTIALLY VERBATIM; TIMESTAMP CONFIRMED

11:33:27 AM EDT - TRUSTEE OSBORNE

"Correct, yes."

Status: CONFIRMED VERBATIM

11:33:28 AM EDT - THE COURT

"Mr. Osborne agrees with that."

Status: CONFIRMED VERBATIM

X. COURT DIRECTS LIMITED IN REM ORDER

11:33:30 AM EDT - THE COURT

"Alright, so get me an order granting stay relief limited to your lien rights and no more, only in rem, as to the property, okay. And not to come here but to pursue whatever rights are in another court."

Status: CONFIRMED VERBATIM

11:33:38 AM EDT - HOLLANDER

"Yes, in rem."

Status: CONFIRMED VERBATIM

XI. DISCHARGE / COLLATERAL / IN REM CLARIFICATION

11:34:09 AM EDT - DEBTOR

"This amount is included in the Bankruptcy how does that ugh-"

Status: CONFIRMED VERBATIM

Debtor is cut off by the Court.

11:34:12 AM EDT - THE COURT

"You maybe be able to discharge the debt, but they still have their rights against your collateral."

Status: CONFIRMED VERBATIM

11:34:18 AM EDT - HOLLANDER

"The property not you."

Status: CONFIRMED VERBATIM

11:34:21 AM EDT - TRUSTEE OSBORNE

"I'll explain it to him."

Status: CONFIRMED VERBATIM

XII. POST-HEARING CONVERSATION - NOT PART OF OFFICIAL AUDIO

The earlier chronology separately records that Trustee Osborne spoke with the Debtor and Eric Zausner after the hearing and that the conversation continued toward the parking area. This material is not part of the official hearing audio and should remain evidentially separate from the transcript chronology.

XIII. RECONCILIATION / OPEN ITEMS

1. 11:25:39 - one word remains uncertain: [NOTA?].

EXHIBIT G

2. 11:26:28 - Osborne statement is preserved from the earlier supplemental transcription but cuts off mid-sentence.

3. 11:28:57 - timestamp and substance are confirmed, but the exact sentence-level quotation was not supplied in this pass.

4. Between 11:30:49 and 11:31:37 - the Court's exempt/nonexempt-property / estate-value / Trustee-administration discussion still lacks exact timestamps and verbatim wording; the short Debtor response remains unclear.

5. Immediately after 11:32:55 - the prior chronology's exact phrase 'So it is a relation-back issue' still lacks a confirmed second.

6. The Hollander statement about pursuing access to the Debtor's unit in connection with the appealed matter remains preserved from the prior chronology but still lacks exact timestamp and verbatim wording.

XIV. MATERIAL SEQUENCE PRESERVED FROM PRIOR VERSION

The earlier 12-page chronology emphasized the following sequence: the Debtor expressly raised the lack of a perfected HOA lien; the Court limited relief to petition-date lien rights; the Court examined relation-back; Omega's counsel represented that the lien dated back prior to the petition; the Court stated that this was why it would grant relief; and Trustee Osborne agreed when the Court asked whether the matter was a relation-back issue. This explanatory section is retained as analysis from the prior chronology, not as additional transcript testimony.

CHAPTER 718

CONDOMINIUMS

PART I

GENERAL PROVISIONS

718.101 Short title.—This chapter shall be known and may be cited as the "Condominium Act."
History.—s. 1, ch. 76-222.

718.102 Purposes.—The purpose of this chapter is:

(1) To give statutory recognition to the condominium form of ownership of real property.

(2) To establish procedures for the creation, sale, and operation of condominiums.

Every condominium created and existing in this state shall be subject to the provisions of this chapter.
History.—s. 1, ch. 76-222.

718.103 Definitions.—As used in this chapter:

(1) "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

(2) "Association" means the corporate entity responsible for the operation of a condominium.

(3) "Board of administration" means the board of directors or other representative body responsible for administration of the association.

(4) "Conspicuous type" means type in capital letters no smaller than the largest type on the page on which it appears.

(5) "Bylaws" means the bylaws of the association existing from time to time.

(6) "Common elements" means the portions of the condominium property not included in the units.

(7) "Common expenses" means all expenses and assessments properly incurred by the association for the condominium.

(8) "Common surplus" means the excess of all receipts of the association—including, but not limited to, assessments, rents, profits, and revenues on account of the common elements—over the common expenses.

(9) "Condominium" means that form of ownership of real property which is created pursuant to the provisions of this chapter and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided

Exhibit H

budgets in which the members of an association have, by a two-thirds vote at a duly called meeting of the association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this subsection.

(l) The fidelity bonding of all officers or directors of any association existing on or after October 1, 1978, who control or disburse funds of the association. The association shall bear the cost of bonding. This paragraph shall not apply to associations operating a condominium consisting of 50 units or less; however, any condominium association may bond any officer of the association, and said association shall bear the cost of bonding.

(3) The bylaws may provide for the following:

(a) A method of adopting and amending administrative rules and regulations governing the details of the operation and use of the common elements.

(b) Restrictions on, and requirements for the use, maintenance, and appearance of, the units and the use of the common elements.

(c) Other provisions not inconsistent with this chapter or with the declaration as may be desired.

History.—s. 1, ch. 76-222; s. 1, ch. 77-174; s. 5, ch. 77-221; ss. 3, 4, ch. 77-222; s. 1, ch. 78-340; s. 6, ch. 79-314.

718.113 Maintenance; limitation upon improvement.—

(1) Maintenance of the common elements is the responsibility of the association. The declaration may provide that limited common elements shall be maintained by those entitled to use the limited common elements.

(2) There shall be no material alteration or substantial additions to the common elements except in a manner provided in the declaration.

(3) A unit owner shall not make any alterations to his unit which would remove any portion of, or make any additions to, common elements or do anything which would adversely affect the safety or soundness of the common elements or any portion of the condominium property which is to be maintained by the association.

History.—s. 1, ch. 76-222.

718.114 Association powers.—An association has the power to enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners. All of these leaseholds, memberships, and other possessory or use interests existing or created at the time of recording the declaration must be stated and fully described in the declaration. Subsequent to the recording of the declaration, the association may not acquire or enter into agreements acquiring these leaseholds, memberships, or other possessory or use interests except as authorized by the declaration. The declaration may provide that the rental, membership fees, operations, replacements, and other expenses are common expenses and may impose covenants and restrictions concerning their use and may contain other provisions not inconsistent with this chapter.

History.—s. 1, ch. 76-222; s. 4, ch. 79-314.

718.115 Common expenses and common surplus.—

(1) Common expenses include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the association, and any other expense designated as common expense by this chapter, the declaration, the documents creating the condominium, or the bylaws.

(2) Funds for the payment of common expenses shall be collected by assessments against unit owners in the proportions or percentages provided in the declaration. In a residential condominium, unit owners' shares of common expenses shall be in the same proportions as their ownership interest in the common elements.

(3) Common surplus is owned by unit owners in the same shares as their ownership interest in the common elements.

History.—s. 1, ch. 76-222; s. 1, ch. 77-174.

718.116 Assessments; liability; lien and priority; interest; collection.—

(1)(a) A unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

(b) With respect to each time-share unit, each owner of a time-share estate therein shall be jointly and severally liable for the payment of all assessments and other charges levied pursuant to the declaration or bylaws against or with respect to that unit, except to the extent that the declaration or bylaws may provide to the contrary.

(2) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessments are made.

(3) Assessments and installments on them not paid when due bear interest at the rate provided in the declaration, from the due date until paid. This rate may not exceed the rate allowed by law, and, if no rate is provided in the declaration, then interest shall accrue at the legal rate.

(4)(a) The association has a lien on each condominium parcel for any unpaid assessments with interest and, if the declaration so allows, for reasonable attorney's fees incurred by the association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the condominium parcel is located, stating the description of the condominium parcel, the name of the record owner, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by chapter 95. The claim of lien includes only assessments which are due when the claim is recorded. A claim of lien must be signed and acknowledged by an officer or agent of the association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the association to enforce a recorded claim of lien against his condominium parcel:

NOTICE OF CONTEST OF LIEN

TO: (Name and address of association)

You are notified that the undersigned contests the claim of lien filed by you on ..... 19....., and recorded in Official Records Book ..... at Page ....., of the public records of ..... County, Florida, and that the time within which you may file suit to enforce your lien is limited to 90 days from the date of service of this notice.

Executed this ..... day of ....., 19......

Signed: (Owner or Attorney)

(b) The Clerk of the Circuit Court shall mail a copy of the recorded notice of contest to the lien claimant at the address shown in the claim of lien or most recent amendment to it, shall certify to the service on the face of the notice, and shall record the notice. Service is complete upon mailing. After service, the association has 90 days in which to file an action to enforce the lien, and if the action is not filed within the 90-day period, the lien is void.

(5)(a) The association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

(b) No foreclosure judgment may be entered until at least 30 days after the association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested, addressed to the unit owner. If, after diligent search and inquiry, the association cannot find the unit owner or a mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in subsection (4).

(c) If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit, and the association is entitled to the appointment of a receiver to collect the rent.

(d) The association, unless prohibited by the declaration, the documents creating the association, or its bylaws, has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

(6) When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or, if the declaration so provides, as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners, including such acquirer and his successors and assigns. If the declaration so provides, the foregoing provision may apply to any mortgage of record and shall not be restricted to first mortgages of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

(7) Any unit owner has the right to require from the association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.

(8) No unit owner may be excused from the payment of his share of the common expense of a condominium unless all unit owners are likewise proportionately excused from payment, except as provided in subsection (6) and in the following cases:

(a) If the declaration so provides, a developer or other person owning condominium units offered for sale may be excused from the payment of the share of the common expenses and assessments related to those units for a stated period of time subsequent to the recording of the declaration of condominium. The period must terminate no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. However, the developer must pay the portion of common expenses incurred during that period which exceed the amount assessed against other unit owners.

(b) A developer or other person owning condominium units or having an obligation to pay condominium expenses may be excused from the payment of his share of the common expense which would have been assessed against those units during the period of time that he shall have guaranteed to each purchaser in the purchase contract, declaration, or prospectus, or by agreement between the

EXHIBIT 18

Online Sunshine

Select Year: 2025 Go

The 2025 Florida Statutes

Title XL
REAL AND PERSONAL PROPERTY

Chapter 718
CONDOMINIUMS

View Entire Chapter

718.116 Assessments; liability; lien and priority; interest; collection.—

(1)(a) A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. For the purposes of this paragraph, the term "previous owner" does not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. A present unit owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

(b)1. The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

a. The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

b. One percent of the original mortgage debt. The provisions of this paragraph apply only if the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

2. An association, or its successor or assignee, that acquires title to a unit through the foreclosure of its lien for assessments is not liable for any unpaid assessments, late fees, interest, or reasonable attorney's fees and costs that came due before the association's acquisition of title in favor of any other association, as defined in s. 718.103 or s. 720.301(9), which holds a superior lien interest on the unit. This subparagraph is intended to clarify existing law.

(c) The person acquiring title shall pay the amount owed to the association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the association to record a claim of lien against the parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

(d) With respect to each timeshare unit, each owner of a timeshare estate therein is jointly and severally liable for the payment of all assessments and other charges levied against or with respect to that unit pursuant to the declaration or bylaws, except to the extent that the declaration or bylaws may provide to the contrary.

(e) Notwithstanding the provisions of paragraph (b), a first mortgagee or its successor or assignees who acquire title to a condominium unit as a result of the foreclosure of the mortgage or by deed in lieu of foreclosure of the mortgage shall be exempt from liability for all unpaid assessments attributable to the parcel or chargeable to the previous owner which came due prior to acquisition of title if the first mortgage was recorded prior to April 1, 1992. If, however, the first mortgage was recorded on or after April 1, 1992, or on the date the mortgage was recorded, the declaration included language incorporating by reference future amendments to this chapter, the provisions of paragraph (b) shall apply.

(f) The provisions of this subsection are intended to clarify existing law, and shall not be available in any case where the unpaid assessments sought to be recovered by the association are secured by a lien recorded prior to the recording of the mortgage. Notwithstanding the provisions of chapter 48, the association shall be a proper party to intervene in any foreclosure proceeding to seek equitable relief.

(g) For purposes of this subsection, the term "successor or assignee" as used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

(2) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

(3) Assessments and installments on assessments which are not paid when due bear interest at the rate provided in the declaration, from the due date until paid. The rate may not exceed the rate allowed by law, and, if no rate is provided in the declaration, interest accrues at the rate of 18 percent per year. If provided by the declaration or bylaws, the association may, in addition to such interest, charge an administrative late fee of up to the greater of $25 or 5 percent of each delinquent installment for which the payment is late. Any payment received by an association must be applied first to any interest accrued by the association, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. The foregoing is applicable notwithstanding s. 673.3111, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The preceding sentence is intended to clarify existing law. A late fee is not subject to chapter 687 or s. 718.303(4).

(4) If the association is authorized by the declaration or bylaws to approve or disapprove a proposed lease of a unit, the grounds for disapproval may include, but are not limited to, a unit owner being delinquent in the payment of an assessment at the time approval is sought.

(5)(a) The association has a lien on each condominium parcel to secure the payment of assessments. Except as otherwise provided in subsection (1) and as set forth below, the lien is effective from and shall relate back to the recording of the original declaration of condominium, or, in the case of lien on a parcel located in a phase condominium, the last to occur of the recording of the original declaration or amendment thereto creating the parcel. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the condominium parcel is located. Nothing in this subsection shall be construed to bestow upon any lien, mortgage, or certified judgment of record on April 1, 1992, including the lien for unpaid assessments created herein, a priority which, by law, the lien, mortgage, or judgment did not have before that date.

(b) To be valid, a claim of lien must state the description of the condominium parcel, the name of the record owner, the name and address of the association, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the association. The lien is not effective 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The 1-year period is automatically extended for any length of time during which the association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien secures all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest, administrative late fees, and all reasonable costs and attorney fees incurred by the association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien.

EXHIBIT I

Shawn Martin <smartin@isccompany.net>

RE: Notice of Intent to Seek Relief from Order — Case No. 26-12628-CAP

Rhonda Hollander, Esq. <rhonda@hgl-law.com> Mon, Aug 10, 2026 at 3:42 PM
To: "Shawn Martin" <smartin@isccompany.net>

Dear Mr. Martin

Any objection which you filed was overruled by the Court and our motion was granted and we have proceeded on that Court Order vacating the Stay.

As you know, we have been attempting to serve you with the foreclosure action filed in the 17th Judicial Circuit and you have been intentionally evading service of the Complaint.

We have every intention of continuing to serve you with the Complaint and seeking relief in Court on our In Rem Foreclosure action. We do not intend on agreeing to vacate anything in Bankruptcy court.

Rhonda Hollander, Esq

Rhonda Hollander, Esq.

Hollander, Goode & Lopez, PLLC

314 S. Federal Highway

Dania Beach, Florida 33004

Exhibit I

Dear Rhonda,

As you are aware, I am the pro se debtor in the above-referenced Chapter 7 bankruptcy proceeding.

This letter concerns the Order Granting Relief from the Automatic Stay entered April 20, 2026 (Doc. 35) in favor of Omega Villas Condominium Association, Inc. For reasons given that Federal and State laws and precedent appear to have been not followed thusly, I intend to file a motion for relief from that order under **Federal Rule of Bankruptcy Procedure 9024**, incorporating **Federal Rule of Civil Procedure 60(b)**.

As reflected in my Verified Objection filed April 6, 2026 (Doc. 25), I disputed Omega Villas Condominium Association's asserted secured status and specifically raised the absence of a recorded Claim of Lien against the property.

No Claim of Lien had been recorded by Omega Villas Condominium Association as of the bankruptcy petition date or as of the April 16, 2026 hearing on Omega's Motion for Relief from Stay. Omega subsequently recorded a Claim of Lien on May 15, 2026, after the stay-relief order had already been entered. Pursuant to further and additional review of the recorded condominium governing documents has also identified issues concerning the provisions of the 1978 Declaration governing incorporation of Chapter 718, Florida Statutes, and the statutory framework applicable to Omega's asserted lien rights.

Before filing the contemplated motion, I am providing you an opportunity to confer in good faith regarding this matter and determine whether the requested relief can be resolved without contested

motion practice?

Exhibit I

My proposed resolution is in the interest of justice, that Omega Villas Condominium Association agree to the vacatur of the April 20, 2026 Order Granting Relief from the Automatic Stay (Doc. 35). Alternatively, Omega may agree to jointly request that the Bankruptcy Court reconsider the stay-relief order and conduct a hearing at which the lien-perfection and secured-status issues raised in my Verified Objection can be fully addressed, as I know you have integrity and believe in justice.

Can I safely assume you'll have no issue with at least one of the above solutions?

Please advise in writing which solution Omega Villas agrees to.

For purposes of maintaining an accurate record, I request that communications concerning this matter be conducted by email, as it simplifies for all involved and allows you to confer with your client.

Please kindly provide a reply by August 10, 2026 at 10 AM EDT.

This letter is sent for conferral purposes only and does not waive, and is not intended to waive, any right, claim, defense, objection, or argument.

I look forward to working with you to rectify this, in the interest of Equity and Justice.

EXHIBIT I

Regards,

Shawn Evans Martin, MBA, Pro Se

From the Desk of:

Shawn Martin, MBA
Principal | Senior Product & Compliance Consultant

Product builds, regulatory strategy, & compliance solutions across carriers, MGAs, and specialty lines.

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