

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDAFILED
U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
CLERK
Ref. Dec 64

IN RE:

SHAWN EVANS MARTIN,
Debtor.Case No. 26-12628-PDR CAP
Chapter 7**DEBTOR'S RESPONSE AND OBJECTION TO OMEGA VILLAS CONDOMINIUM
ASSOCIATION, INC.'S EXPEDITED MOTION FOR ENTRY ON PREMISES FOR
PURPOSES OF INSPECTION ONLY [ECF NO. 64]**

Debtor, Shawn Evans Martin ("Debtor"), appearing *pro se*, respectfully submits this Response and Objection to the Expedited Motion for Entry on Premises for Purposes of Inspection Only filed by Omega Villas Condominium Association, Inc. ("Omega" or the "Association") [ECF No. 64], and states as follows.

PRELIMINARY STATEMENT

The Debtor does not resist compliance with a lawful inspection order. He resists Omega's attempt to obtain one from this Court on an unverified record, out of sequence with the forum already seized of the underlying dispute.

The inspection and access controversy between these parties did not originate in this bankruptcy case. It predates the petition, proceeded through DBPR arbitration, and is presently pending on Trial De Novo before the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County. If that court determines Omega is entitled to inspection access and enters an order compelling it, the Debtor will comply.

That position tracks the framework this Court itself established at the April 16, 2026 hearing on Omega's Motion for Relief from the Automatic Stay. The relevant transcript excerpts, attached as **Exhibit A**, reflect the Court's treatment of the relationship between this proceeding, the inspection/access dispute, and the pending state-court litigation. Association counsel thereafter prepared the proposed Stay Relief Order consistent with the Court's express direction at that hearing: "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." (Ex. A at 11:33:30 a.m. EDT). That order was entered as ECF No. 35.

hospitalization described above.

6A. During the past month alone, Debtor has undergone evaluation and consultation with multiple nationally recognized oncology specialists concerning his diagnosis and treatment. These consultations have included appointments with the head of oncology overseeing Debtor's care at Memorial Sloan Kettering Cancer Center in New York and with senior oncology specialists at Baptist Health Miami Cancer Institute. The level of specialized medical care required by Debtor underscores the seriousness of his condition, the complexity of his treatment, and the continuing need to minimize unnecessary physical burdens and health risks whenever reasonably possible.

7. Due to his Stage IV cancer diagnosis, recent hospitalization, ongoing treatment, consultations with oncology specialists, and continuing recovery, Debtor has been attempting to avoid unnecessary exposure to large congregate public settings whenever reasonably possible. Requiring Debtor to appear in person at the courthouse would impose a substantial hardship and create an unnecessary risk to his health and recovery.

8. Debtor fully intends to appear and participate in the August 18, 2026 hearing. This request is made solely to permit his participation by remote means and is not intended for purposes of delay.

9. Debtor's participation is necessary because multiple matters are presently scheduled for hearing on August 18, 2026, including Debtor's pending motion and matters raised by Omega Villas Condominium Association, Inc., to which Debtor must respond. Remote appearance will ensure Debtor's meaningful participation in all matters presently scheduled before the Court.

10. Allowing Debtor to appear remotely will not prejudice any party and will ensure that Debtor is able to fully participate in all matters scheduled for hearing notwithstanding his significant medical condition, recent hospitalization, and ongoing treatment. Indeed, remote appearance will facilitate Debtor's participation while ensuring that all scheduled matters may proceed as planned without the need for continuance or delay.

11. Given the imminence of the hearing and the serious medical circumstances described herein, Debtor respectfully requests expedited and ex parte consideration of this Motion so that appropriate arrangements for remote participation may be made before the hearing.

WHEREFORE, Debtor respectfully requests that this Court enter an Order permitting Debtor to appear remotely, by video or telephone, at the August 18, 2026 hearing on all matters presently scheduled before the Court, and grant such other and further relief as the Court deems just and proper.

Omega now asks this Court to enter a separate inspection order, and does so while accusing the Debtor of evading service, destroying estate property, violating the Declaration, and creating health and safety hazards — allegations that reach well beyond anything necessary to decide where and how an inspection request should be resolved, and that are offered without a single supporting affidavit, declaration, or sworn statement.

For the reasons below, the Debtor respectfully requests that ECF No. 64 be denied without prejudice to Omega pursuing appropriate inspection relief through the pending Trial De Novo.

I. THE FACTUAL PREDICATE FOR THE MOTION IS UNVERIFIED

Omega's entire motion rests on a single, unsworn report that a process server detected a “foul smell” near the Debtor's door. No affidavit, declaration, verified report, photograph, environmental assessment, or testimony accompanies that assertion. From it, Omega extrapolates that the Debtor is destroying estate property, violating the Declaration, and creating a health and safety hazard — propositions that do not follow from the existence of an odor, let alone one no witness has verified under oath.

The Debtor can account for the underlying condition. He traveled to New York for an oncology appointment with Dr. Rosenberg on August 5, 2026, and during that trip, household refuse that would ordinarily have been removed remained inside the residence. The kitchen sits immediately adjacent to the front entrance, where exterior air movement can carry an interior odor toward the doorway. Upon his return, the Debtor removed the refuse and the condition was resolved. He subsequently attended a further oncology appointment with Dr. Garje on August 12, 2026, and can furnish documentation of both appointments if the Court considers corroboration necessary.

The Debtor does not dispute that a temporary odor may have been detectable near the entrance during his absence. He disputes Omega's leap from that transient, since-resolved condition to a finding of property destruction, an ongoing hazard, or a Declaration violation warranting the relief Omega seeks.

II. THE “EVADING SERVICE” CHARACTERIZATION IS DISPUTED AND, IN ANY EVENT, IS FOR THE STATE COURT

Omega separately asserts that the Debtor has been evading service in the pending state-court litigation. The Debtor disputes that characterization and holds Ring-camera recordings documenting the process server's repeated knocking and banging on the doors and windows of the residence — recordings that have been preserved and can be produced if the circumstances of attempted service become material to any proceeding.

Unsuccessful attempts at service do not, without more, establish intentional evasion. More to the point, disputes over the adequacy of service in the Circuit Court action belong to that court, through the procedural mechanisms already available there — not to this Court on an expedited inspection motion.

III. THE INSPECTION/ACCESS DISPUTE PREDATES THE BANKRUPTCY AND IS ALREADY PENDING BEFORE THE STATE COURT

The inspection controversy Omega raises in ECF No. 64 is not new. It proceeded through DBPR arbitration and now sits on Trial De Novo before the Circuit Court. The Debtor's position on access has consistently distinguished between limited consent for specifically identified purposes and unrestricted entry or disputed construction activity; the supporting chronology is set out in **Exhibit B**.

The Debtor does not ask this Court to resolve the merits of that underlying condominium dispute. He raises the procedural history only to show that ECF No. 64 asks this Court to grant relief over a controversy already positioned for determination in another forum — and, again, affirmatively represents that he will comply with any inspection order the Circuit Court enters.

IV. THE APRIL 16, 2026 HEARING RECORD SHOULD GOVERN THE SCOPE OF THE RELIEF PREVIOUSLY GRANTED

At the April 16, 2026 hearing on Omega's motion for relief from the automatic stay, the Court addressed inspection/access and its relationship to the pending state-court proceeding. As reflected in **Exhibit A**, the Court stated:

“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.”

(Ex. A at 11:30:39 a.m. EDT.)

“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.”

(Ex. A at 11:30:49 a.m. EDT.)

The Court's own words foreclose any reading of the Stay Relief Order as authorizing this Court to grant Omega direct access to the Property. The Court expressly declined to grant “any specific remedy other than... stay relief to go litigate the matter wherever they are currently litigating it or wherever it is supposed to be litigated, not here.” That ruling should be read together with the written Stay Relief Order that followed, ECF No. 35: the order granted stay relief limited to lien rights, in rem, to be pursued in another court — it did not grant, and was never intended to grant, inspection access through this Court. ECF No. 35 should be construed consistently with the Court's stated intent at the hearing, and Omega should not be permitted to use ECF No. 64 to obtain, in this Court, relief the Court already told the parties belonged “not here.”

V. OMEGA'S ASSERTED SECURED-CREDITOR STATUS REMAINS DIRECTLY DISPUTED AND SHOULD NOT BE ASSUMED HERE

ECF No. 64 repeatedly refers to Omega as a “secured creditor.” That characterization is squarely disputed in the Debtor's pending Emergency Motion for Relief from Order Granting Relief from Automatic Stay [ECF No. 62], which raises, among other issues, the absence of any recorded Claim of Lien as of the petition date — Omega did not record its Claim of Lien until May 15, 2026, after both the April 16 hearing and the April 20 Stay Relief Order — and the relationship between the Declaration's incorporation language, longstanding Florida condominium law, and the relation-back theory underlying the original stay-relief proceedings.

The Debtor does not ask the Court to resolve Omega's secured status through this Response; that issue is squarely presented in ECF No. 62, separately noticed for hearing. He asks only that the Court not treat Omega's self-description as a “secured creditor” in ECF No. 64 as an established fact in advance of that determination.

VI. RESOLVING ECF NO. 64 DOES NOT REQUIRE ADJUDICATING THE UNDERLYING CONDOMINIUM CONTROVERSY

The broader Omega Villas dispute is extensive — roughly three years of disputes over Association records, governance, construction, windows, engineering, inspections, assessments, property access, regulatory proceedings, and arbitration, culminating in the pending Trial De Novo, with additional history before that. The Debtor does not ask this Court to adjudicate that controversy in ruling on ECF No. 64.

A comprehensive procedural and evidentiary chronology is nonetheless provided as an accompanying exhibit for the Court's reference, only if it determines that the broader record bears on the narrow question presented here. The immediate question — whether this Court should grant a separate inspection order — does not require reaching that record. If Omega believes inspection is warranted as part of the underlying condominium controversy, the Circuit Court already presiding over the Trial De Novo is the appropriate forum for that request.

VII. THE COURT SHOULD NOT MAKE COLLATERAL FACTUAL FINDINGS ON AN UNVERIFIED, NON-EVIDENTIARY RECORD

ECF No. 64 was filed and noticed as an expedited motion, seeking prompt relief on a compressed briefing and hearing schedule. Within that abbreviated format, Omega asks the Court to act on allegations of property destruction, health and safety hazards, Declaration violations, and evasion of service — allegations that implicate factual disputes far beyond whether, or where, an inspection should occur, and that are not the kind of record an expedited proceeding is designed to resolve.

The Debtor respectfully requests that the Court decline to make findings on those allegations on the present, unverified record. To the extent the Court determines that any of those factual disputes require resolution in this forum, the Debtor requests a proper evidentiary process and the opportunity to present the documentary, photographic, audiovisual, and testimonial evidence identified in the accompanying exhibits.

CONCLUSION

The Debtor does not seek to avoid compliance with a lawful inspection order. He seeks to preserve the distinction between the narrow bankruptcy issues properly before this Court and the broader condominium controversy already pending on Trial De Novo. The April 16 hearing record, the

Stay Relief Order that followed it, and the intervening procedural history should all be considered before this Court grants any further inspection relief.

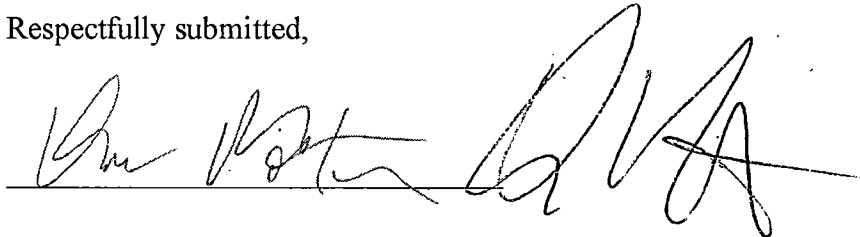
The Debtor therefore respectfully requests that ECF No. 64 be denied without prejudice to Omega seeking appropriate inspection relief in the pending Trial De Novo.

WHEREFORE

The Debtor respectfully requests that the Court enter an Order:

- A. Denying ECF No. 64 without prejudice to Omega seeking appropriate inspection relief in the pending Trial De Novo;
- B. Declining to make findings concerning alleged evasion of service, destruction of estate property, Declaration violations, or health and safety conditions on the present unverified record;
- C. Construing ECF No. 35 consistently with the April 16, 2026 hearing record and the relief actually directed by the Court;
- D. Reserving for determination in ECF No. 62 the disputed issues concerning Omega's asserted secured-creditor and lien status;
- E. In the alternative, if the Court determines the broader factual controversies must be adjudicated in this forum, affording the Debtor an appropriate evidentiary opportunity to present the evidence identified in the accompanying exhibits; and
- F. Granting such other and further relief as the Court deems just and proper.

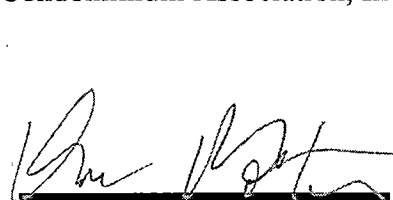
Respectfully submitted,

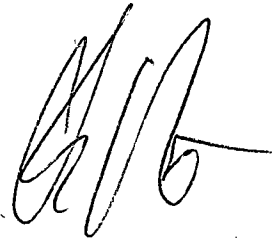
A handwritten signature in black ink, appearing to read 'Shawn Evans Martin', is written over a horizontal line.

Shawn Evans Martin
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E/ Smartin@isccompany.net

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ____ day of _____, 2026, a true and correct copy of the foregoing was served via [~~CMECF~~ / email / ~~U.S. Mail~~] upon all parties and counsel of record, including Rhonda Hollander, Esq., counsel for Omega Villas Condominium Association, Inc.


SHAWN EVANS MARTIN
DEBTOR, pro se



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

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."

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

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?"

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."

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?].

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.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

In re:

**Case No. 26-12628-CAP
Chapter 7**

SHAWN EVANS MARTIN,
Debtor.

EXHIBIT B

**RELIEF FROM STAY AND OMEGA'S ASSERTED
SECURED-CREDITOR STATUS**

Purpose

This exhibit summarizes the docket and recorded-instrument chronology relevant to Omega Villas Condominium Association, Inc.'s asserted secured-creditor status in connection with its Motion for Relief from Automatic Stay (ECF No. 22), the April 16, 2026 hearing, and the subsequent recording of its Claim of Lien. The underlying documents are identified by docket entry or recording number.

Chronology

Date	Record Event
March 2, 2026	Chapter 7 petition filed. This is the petition date against which Omega's asserted pre-petition secured status is measured. (ECF No. 62, ¶6.)
March 25, 2026	Omega recorded Claims of Lien against other units in the same condominium complex. (ECF No. 25, ¶3 & Ex. 2; ECF No. 62, ¶24.)
March 29, 2026	Broward County public-records search reflected no recorded Claim of Lien by Omega against the Debtor's unit. (ECF No. 25, ¶3 & Ex. 1; ECF No. 62, ¶23.)
March 30, 2026	Omega filed its Motion for Relief from Stay, ECF No. 22, asserting that it was a secured creditor. (ECF No. 62, ¶7.)
April 6, 2026	Debtor filed the Verified Objection, ECF No. 25, expressly disputing Omega's secured status and relying on the absence of a recorded Claim of Lien. (ECF No. 62, ¶8.)
April 16, 2026	The Court heard Omega's Motion for Relief from Stay. The Court questioned whether Omega had a lien as of the petition date and addressed Omega's relation-back theory. (ECF No. 62, ¶¶9-15.)
April 20-21, 2026	The Stay Relief Order was entered April 20 and filed April 21 as ECF No. 35. (ECF No. 62, ¶16.)
May 15, 2026	Omega recorded its Claim of Lien against Unit 10-48, Instrument No. 120868598, after the petition date, the April 16 hearing, and entry of the Stay Relief Order. (ECF No. 62, ¶17 & Ex. A.)

April 16, 2026 Hearing - Relevant Statements Already Quoted in ECF No. 62

The Court asked Omega's counsel: "So currently as of the date of the petition you don't have a lien. Is that right?" Omega responded by asserting that its lien related back to the recording of the Declaration. (ECF No. 62,

¶10.)

"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." (ECF No. 62, ¶12, quoting Apr. 16, 2026 hearing at approx. 11:30:32-11:30:49 a.m.)

"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." (ECF No. 62, ¶15, quoting Apr. 16, 2026 hearing at approx. 11:33:30 a.m.)

Record References

1. ECF No. 22 - Omega Villas Condominium Association, Inc.'s Motion for Relief from Stay.
2. ECF No. 25 - Verified Debtor's Objection to Motion for Relief from Stay, including Exhibit 1 (March 29, 2026 public-records search) and Exhibit 2 (liens recorded against other Omega units).
3. ECF No. 35 - Order Granting Omega Villas Condominium Association, Inc.'s Motion for Relief from Stay.
4. ECF No. 62 - Debtor's Emergency Motion for Relief from ECF No. 35 under Fed. R. Bankr. P. 9024 and Fed. R. Civ. P. 60(b)(1).
5. Broward County Official Records Instrument No. 120868598 - Omega Claim of Lien recorded May 15, 2026.

Note: This exhibit is limited to the identified docket and recording chronology. It does not add a separate allegation of misconduct or ask the Court to treat disputed factual matters as adjudicated findings.