

*In re Christian A. Fernandez*  
13-14374

The Debtor and his former wife jointly owned a condominium that required monthly association payments. A foreclosure sale was scheduled, and on the eve of the sale the wife filed for chapter 7 protection. The Debtor's wife received her discharge and three months later, quitclaimed her interest in the condominium to the Debtor. A little less than a year later, the Debtor filed a chapter 13 case. The Debtor filed a Motion to Value the condominium in an attempt to strip off the Association's lien for outstanding monthly association payments. The Debtor argued the lien was subordinate to the first mortgage and the condominium had no equity. The Association objected and argued that the lien could not be stripped because of the three month period from the time of filing the wife's chapter 7 case and the wife's quitclaim deed in which the condominium was jointly owned and the Association fees were not paid.

The Court reviewed Florida Statute §718.116 and the Declaration of Condominium and held that the post-chapter 7 three month period, in which the condominium was jointly owned by the Debtor and his former wife, created an *in personam* obligation by the wife for the three months that was secured by a lien on the condominium. This lien remained despite the divestment by the Debtor's former wife. Thus, the Debtor may have been able to strip off his portion of the lien if there was no equity in the condominium, however he could not strip off his former wife's portion of the lien. The Court ordered an evidentiary hearing to determine the value of the condominium and the amount of the first mortgage as of the chapter 13 petition date to determine whether or not the Debtor's portion of the lien can be stripped.