



ORDERED in the Southern District of Florida on January 29, 2024.

A handwritten signature in black ink, appearing to read "Erik P. Kimball".

Erik P. Kimball  
Chief United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION  
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In re:  
MV REALTY PBC, LLC et. al.,  
Debtor.

CASE NO. 23-17590-EPK  
Chapter 11

**ORDER GRANTING IN PART, DENYING IN PART MOTION FOR ORDER  
DETERMINING MVR HOMEOWNER BENEFIT AGREEMENT IS VOID AND FOR  
RELATED RELIEF**

THIS CAUSE, having come before the Court on the 10<sup>th</sup> day of January, 2024 at 3:00PM on the Motion of Interested Party, Charnella Rosenthal ("Rosenthal") for Order Determining MVR Homeowner Benefit Agreement is Void And For Related Relief (D.E. 513), and the Court

having reviewed the pleadings, hearing argument of counsel, noting the agreement of the Debtor in relation to the Granted relief, and being otherwise fully apprised, it is:

**ORDERED** as follows:

1. The Motion is GRANTED in Part, and DENIED in Part.
2. The determination whether the MVR Homeowner Benefit Agreement Is Void is appropriately brought before the Court in an adversary proceeding pursuant to Fed. R. Bankr. P 7001.
3. Rosenthal owns the real property located at 693 Monaco O Delray Beach FL 33446, legally described as Unit No. 693 of Monaco "O" Condominium, a Condominium according to the Declaration of Condominium recorded in O.R. Book 2323, Page 606, and all exhibits and amendments thereof, Public Records of Palm Beach County, Florida (“the Property”).
4. The Debtor has recorded a Memorandum of MVR Homeowner Benefit Agreement against the Property as recorded in OR Book 33235, Page 51 of the Public Records of Palm Beach County, Florida (“the MVR Memo”) and the MVR Memo has clouded the title to the Property prohibiting Rosenthal from completing the sale of the Property.
5. Rosenthal disputes the validity of the MVR Memo and to proceed with the sale of the Property the Debtor and Rosenthal have agreed that Rosenthal shall place the sum of \$4,410.00 in escrow with Robert A Gusrae, Esq. (the “Escrow Agent”) to be held in escrow until further order of this Court, and as consideration for depositing the Escrow Funds with the Escrow Agent the Debtor shall execute and

deliver a partial release of the MVR Memo to the Escrow Agent, prior to the sale and closing of the Property, releasing the Property (the “Partial Release”) and the Escrow Agent shall deliver the executed Partial Release to the settlement agent for the sale of the Property only after receipt of the Escrow Funds by the Escrow Agent.

6. All other proceeds from the sale of the Property shall be released to Rosenthal in the normal course of the settlement process for the sale of the Property.

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*Robert A Gusrae, Esq. is directed to serve a conformed copy of this Order upon all parties to the Motion*

Submitted By:  
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