

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

In re: GLADE AT NOTTINGHAM VILLAS VACATION CONDOMINIUM ASSOCIATION, INC., ¹ Debtor.	Case Number: 2:26-bk-03736 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: WELLINGTON PLACE CONDOMINIUM PROPERTY OWNERS ASSOCIATION INC., ² Debtor.	Case Number: 2:26-bk-03743 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: STONECASTLE PROPERTY OWNERS ASSOCIATION, INC., ³ Debtor.	Case Number: 2:26-bk-03741 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: STONECASTLE PLACE PROPERTY OWNERS ASSOCIATION, INC., ⁴ Debtor.	Case Number: 2:26-bk-03742 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: KENSINGTON WOODS TOWNHOUSE ASSOCIATION, INC., ⁵ Debtor.	Case Number: 2:26-bk-03737 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)

¹ The last four digits of Glade at Nottingham Villas Vacation Condominium Association, Inc.'s tax identification number are 1243. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

² The last four digits of Wellington Place Condominium Property Owners Association, Inc.'s tax identification number are 8511. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

³ The last four digits of Stonecastle Property Owners Association, Inc.'s tax identification number are 5669. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

⁴ The last four digits of Stonecastle Place Property Owners Association, Inc.'s tax identification number are 0969. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

⁵ The last four digits of Kensington Woods Townhouse Association, Inc.'s tax identification number are 4789. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

In re: LAUREL RIDGE TOWNHOUSES PROPERTY OWNERS ASSOCIATION, INC., ⁶ Debtor.	Case Number: 2:26-bk-03738 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: OAK KNOLL PROPERTY OWNERS ASSOCIATION, INC., ⁷ Debtor.	Case Number: 2:26-bk-03739 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: STERLING FOREST TOWNHOUSE ASSOCIATION, INC., ⁸ Debtor.	Case Number: 2:26-bk-03740 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)

**DEBTORS' MOTION FOR AN ORDER AUTHORIZING
JOINT ADMINISTRATION OF THE DEBTORS' CHAPTER 11 CASES**

The Glade at Nottingham Villas Vacation Condominium Association, Inc. (“Nottingham Villas”), Wellington Place Condominium Property Owners Association, Inc. (“Wellington Place”), Stonecastle Property Owners Association, Inc. (“Stonecastle”), Stonecastle Place Property Owners Association, Inc. (“Stonecastle Place”), Kensington Woods Townhouse Association, Inc. (“Kensington Woods”), Laurel Ridge Townhouses Property Owners Association, Inc. (“Laurel Ridge”), Oak Knoll Property Owners Association, Inc. (“Oak Knoll”), and Sterling Forest Townhouse Association, Inc. (“Sterling Forest” and, collectively, with Nottingham Villas, Wellington Place, Stonecastle, Stonecastle Place, Kensington Woods, Laurel

⁶ The last four digits of Laurel Ridge Townhouses Property Owners Association, Inc.’s tax identification number are 2402. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

⁷ The last four digits of Oak Knoll Property Owners Association, Inc.’s tax identification number are 5008. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

⁸ The last four digits of Sterling Forest Townhouse Association, Inc.’s tax identification number are 6442. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

Ridge, and Oak Knoll, the “Debtors”) file *Debtors’ Motion for an Order Authorizing Joint Administration of the Debtors’ Chapter 11 Cases* (the “Motion”).

By this Motion, the Debtors request immediate entry, without a hearing, of an order provisionally authorizing joint administration for procedural purposes only. The Debtors further request that parties in interest be afforded twenty-one (21) days after entry of the order to object; that the provisional order remain effective pending disposition of any objection; and that, absent a timely objection, the provisional relief become final without further hearing or order.

A proposed order granting such relief is attached hereto as **Exhibit A** (the “Proposed Order”). If entered, the Proposed Order will authorize the joint administration of Debtors’ chapter 11 cases (collectively, the “Chapter 11 Cases”) on the terms described above.

In support of the Motion, each Debtor relies upon its respective declaration filed in support of its chapter 11 petition and requests for first-day relief: (a) Nottingham Villas relies upon the *Declaration of Helen Boone*; (b) Wellington Place relies upon the *Declaration of Amy Bornman*; (c) Stonecastle relies upon the *Declaration of Amy Bornman*; (d) Stonecastle Place relies upon the *Declaration of Michael Murray*; (e) Kensington Woods relies upon the *Declaration of Helen Boone*; (f) Laurel Ridge relies upon the *Declaration of Catherine Deese*; (g) Oak Knoll relies upon the *Declaration of Patrick Botwright*; and (h) Sterling Forest relies upon the *Declaration of Tammie Mauter* (each a “First Day Declaration” and, collectively, the “First Day Declarations”),⁹ which have been filed with the Court on or about the date hereof and are incorporated herein. The Debtors also rely upon the *Verified Declaration of Gray Waldron in Support of Immediate*

⁹ Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the applicable First Day Declaration.

Provisional Joint Administration, attached hereto as **Exhibit B** (the “Waldron Declaration”), which is incorporated herein by reference, and respectfully represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief sought herein are section 105(a) of title 11 of the United States Code (the “Bankruptcy Code”)¹⁰, Rule 1015(b) of the Federal Rule of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2081-1 of the Local Rules for the United States Bankruptcy Court for the Middle District of Tennessee (the “Local Rules”).

BACKGROUND

4. On August 4, 2026 (the “Petition Date”), Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code, and each has elected to proceed under Subchapter V of Chapter 11 of the Bankruptcy Code. Debtors are operating their business and managing their affairs as debtors in possession pursuant to section 1184 of the Bankruptcy Code. No official committee has been appointed in any of the Chapter 11 Cases and no request has been made for removal of any of the Debtors as debtors in possession.

5. Debtors are non-profit corporations organized under the laws of the State of Tennessee pursuant to their respective Articles of Incorporation filed with the Secretary of State of the State of Tennessee, filed on August 26, 2003, for Nottingham Villas; February 27, 1986, for Wellington Place; June 23, 1986, for Stonecastle; April 11, 1988, for Stonecastle Place; May 28,

¹⁰ All references to the “Bankruptcy Code” refer to 11 U.S.C. §§ 101-1532.

1981, for Kensington Woods; January 23, 1989, for Laurel Ridge; June 10, 1982, for Oak Knoll; and April 28, 1980, for Sterling Forest.

6. Debtors were formed pursuant to the (a) Master Deed of Condominium for Fairfield Glade at Nottingham Villas Resort, A Condominium filed on October 3, 2003 (the “Master Deed”), in Book 1152, at page 5, *et seq.* (as amended thereafter, the “Nottingham Villas Master Deed”) with the Register of Deeds, Cumberland County, Tennessee (the “Register’s Office”); (b) Supplemental Declaration of Covenants and Restrictions and Master Deed for Wellington Place, recorded on February 24, 1986, in Book 312, at page 314, *et seq.* (as amended thereafter, the “Wellington Place Declaration”) with the Register’s Office; (c) Supplemental Declaration of Covenants and Restrictions for Stonecastle, recorded on July 31, 1986, in Book 319, at page 552, *et seq.* (as amended thereafter, the “Stonecastle Declaration”) with the Register’s Office; (d) Supplemental Declaration of Covenants and Restrictions for Stonecastle Place, recorded on October 12, 1988, in Book 366, at page 595, *et seq.* (as amended thereafter, the “Stonecastle Place Declaration”) with the Register’s Office; (e) Supplemental Declaration of Covenants and Restrictions for Kensington Woods, recorded on July 13, 1981, in Book 239, at page 790, *et seq.* (as amended thereafter, the “Kensington Woods Declaration”) with the Register’s Office; (f) Supplemental Declaration of Covenants and Restrictions for Laurel Ridge, recorded on March 6, 1989, in Book 375, at page 340, *et seq.* (as amended thereafter, the “Laurel Ridge Declaration”) with the Register’s Office; (g) Supplemental Declaration of Covenants and Restrictions for Oak Knoll, recorded on June 24, 1982, in Book 253, at page 875, *et seq.* (as amended thereafter, the “Oak Knoll Declaration”) with the Register’s Office; and (h) Supplemental Declaration of Covenants and Restrictions for Sterling Forest Townhouses, recorded on April 23, 1980, in Book 224, at page 159, *et seq.* with the Register’s Office (as amended thereafter, the “Sterling Forest”

Declaration” and, collectively, with the Wellington Place Declaration, Stonecastle Declaration, Stonecastle Place Declaration, Kensington Woods Declaration, Laurel Ridge Declaration, Oak Knoll Declaration, and Nottingham Villas Master Deed, the “Declarations”).

7. The properties (collectively, the “Properties”) governed by Debtors include:

- a) Nottingham Villas includes fifteen (15) buildings, with a total of thirty (30) separate Units, located at 14-44 Drury Lane, Fairfield Glade, TN 38558
- b) Wellington Place includes nine (9) buildings, with a total of seventy-two (72) separate Units, located at 5901-5972 Wellington Place, Fairfield Glade, TN 38558
- c) Stonecastle includes six (6) buildings, with a total of twenty-eight (28) separate Units, located at 1101-1154 Stonecastle, Fairfield Glade, TN 38558
- d) Stonecastle Place includes five (5) buildings, with a total of eighteen (18) separate Units, located at 1115-1132 Stonecastle Place, Fairfield Glade, TN 38558
- e) Kensington Woods includes thirteen (13) buildings, with a total of fifty-two (52) separate Units, located at 5335-5386 Kensington Woods, Fairfield Glade, TN 38558
- f) Laurel Ridge includes eleven (11) buildings, with a total of sixty-eight (68) separate Units, located at 1155-1222 Laurel Ridge, Fairfield Glade, TN 38558
- g) Oak Knoll includes twenty-nine (29) buildings, with a total of 116 separate Units, located at 5101-5599 Oak Knoll, Fairfield Glade, TN 38558
- h) Sterling Forest includes seven (7) buildings, with a total of thirty-three (33) separate Units, located at 5301-5334 Sterling Forest, Fairfield Glade, TN 38558

8. The original By-Laws for each Debtor were dated with respect to (a) Nottingham Villas on October 9, 2003; (b) Wellington Place on February 24, 1982; (c) Stonecastle on July 31, 1986; (d) Stonecastle Place on October 11, 1988; (e) Kensington Woods on May 28, 1981; (f) Laurel Ridge on March 6, 1989; (g) Oak Knoll on June 24, 1982; and (h) Sterling Forest on April 23, 1980 (each as subsequently amended and recorded with the Register’s Office, the “By-Laws”).

9. The Declarations establish each of the Debtors and submit the Properties to an Interval form of ownership. The By-Laws also provide that the owners of the condominium Units are the members of the respective Debtor (the “Association Members”).

10. The Properties operate as timeshare communities, with all Units being fully furnished. Wellington Place, Stonecastle, Stonecastle Place, Kensington Woods, and Oak Knoll, represent their respective ownership interests by dividing Units into 52 unit-weeks, and Sterling Forest represents its respective ownership interest by dividing Units into 50 unit-weeks (such division into unit-weeks is known as “Intervals” and such Properties, the “Fixed Week Properties”). Amongst the Fixed Week Properties there are a total of 16,588 unit-weeks, including 3,744 at Wellington Place, 1,456 at Stonecastle, 936 at Stonecastle Place, 2,704 at Kensington Woods, 6,032 at Oak Knoll, and 1,716 at Sterling Forest. Nottingham Villas represents its ownership interests by allocating its owners “Vacation Ownership Interests” or “VOIs” which provides an owner a right to occupy a Unit each resort year by using their annual allocations of “points”. At Nottingham Villas there is a total of 333,248,000 points allocated amongst all the owners. Finally, Laurel Ridge represents its ownership interests for fifty-two (52) (of its total Unit count of sixty-eight (68)) Units as fixed week Units, by dividing such Units into fifty-two (52) unit-weeks. For the remaining sixteen (16) Units (of Laurel Ridge’s total Unit count of sixty-eight (68)) , Laurel Ridge represents its ownership interests by allocating owners “Undivided Ownership Interests” which provides an owner a right to occupy a Unit on a reservation basis either annually or biennially by using their allocated “points.” At Laurel Ridge there is a total of 2,704 Intervals and 63,308,000 Undivided Ownership Interests.

11. Nottingham Villas owns 4,424,000 points at its Property and a concomitant share of the common elements (the “Nottingham Villas Association Interest”), which comprises

approximately 1.33% of the total Intervals at Nottingham Villas; Wellington Place owns 144 Intervals at its Property and a concomitant share of the common elements (the “Wellington Place Association Interest”), which comprises approximately 3.85% of the total Intervals at Wellington Place; Stonecastle owns 56 Intervals at its Property and a concomitant share of the common elements (the “Stonecastle Association Interest”), which comprises approximately 3.85% of the total Intervals at Stonecastle; Stonecastle Place owns 36 Intervals at its Property and a concomitant share of the common elements (the “Stonecastle Place Association Interest”), which comprises approximately 3.84% of the total Intervals at Stonecastle Place; Kensington Woods owns 104 Intervals at its Property and a concomitant share of the common elements (the “Kensington Woods Association Interest”), which comprises approximately 3.84% of the total Intervals at Kensington Woods; Oak Knoll owns 232 Intervals at its Property and a concomitant share of the common elements (the “Oak Knoll Association Interest”), which comprises approximately 3.85% of the total Intervals at Oak Knoll; and Sterling Forest owns 66 Intervals at its Property and a concomitant share of the common elements (the “Sterling Forest Association Interest”), which comprises approximately 3.84% of the total Intervals at Sterling Forest; and Laurel Ridge owns 104 Intervals and 896,000 Undivided Ownership Interests at its Property and a concomitant share of the common elements (the “Laurel Ridge Association Interests” and, collectively, with the Nottingham Villas Association Interest, Wellington Place Association Interest, Stonecastle Association Interest, Stonecastle Place Association Interest, Kensington Woods Association Interest, the Oak Knoll Association Interest, and the Sterling Forest Association Interest, the “Association Interests”), which comprises approximately 3.58% of the total Intervals and 1.42% of the total points at Laurel Ridge. Each Debtor is a tenant in common with its Association Members.

12. First American Trust, FSB, a Federal Savings Bank ("First American Trust"), as Trustee, owns (a) 137,420,100 points at Nottingham Villas or approximately 41.24% of total points at Nottingham Villas (b) 1,852 Intervals at Wellington Place or approximately 49.47% of total Intervals at Wellington Place, (c) 781 Intervals at Stonecastle or approximately 53.64% of total Intervals at Stonecastle, (d) 522 Intervals at Stonecastle Place or approximately 55.77% of total Intervals at Stonecastle Place, (e) 1,498 Intervals at Kensington Woods or approximately 55.40% of total Intervals at Kensington Woods, (f) 3,270 Intervals at Oak Knoll or approximately 54.21% of total Intervals at Oak Knoll, (g) 892 Intervals at Sterling Forest or approximately 51.98% of total Intervals at Sterling Forest, and (h) (i) 1,348 Intervals at Laurel Ridge or approximately 49.85% of total Intervals at Laurel Ridge, and (ii) 22,563,500 Undivided Ownership Interests or approximately 35.64%.

13. Wyndham Vacation Resorts, Inc. ("WVR") owns (a) 110,479,000 points at Nottingham Villas or approximately 33.15% of total points at Nottingham Villas (b) 810 Intervals at Wellington Place or approximately 21.63% of total Intervals at Wellington Place, (c) 275 Intervals at Stonecastle or approximately 18.88% of total Intervals at Stonecastle, (d) 196 Intervals at Stonecastle Place or approximately 20.94% of total Intervals at Stonecastle Place, (e) 528 Intervals at Kensington Woods or approximately 19.53% of total Intervals at Kensington Woods, (f) 1,251 Intervals at Oak Knoll or approximately 20.74% of total Intervals at Oak Knoll, (g) 355 Intervals at Sterling Forest or approximately 20.697% of total Intervals at Sterling Forest, and (h) (i) 565 Intervals at Laurel Ridge or approximately 20.89% of total Intervals at Laurel Ridge, and (ii) 22,578,500 Undivided Ownership Interests or approximately 35.66%.

14. The remaining Intervals or points at each Debtor (80,924,000 points or 24.28% at Nottingham Villas, 938 Intervals or 25.05% at Wellington Place, 344 Intervals or 23.63% at

Stonecastle, 182 Intervals or 19.45% at Stonecastle Place, 574 Intervals or 21.23% at Kensington Woods, 687 Intervals and 17,270,000 points or 25.41% and 27.28%, respectively at Laurel Ridge, 1,279 Intervals or 21.20% at Oak Knoll, and 403 Intervals or 23.49% at Sterling Forest) are owned by parties to corresponding contracts (collectively, the “Interval Owners”), with each Interval, VOI, or Undivided Unit Interest having its own separate corresponding contract with their corresponding Debtor.

15. Vacation Resort Management, Inc. f/k/a Wyndham Vacation Management, Inc. (the “Property Manager”) provides management services to the Properties for the Debtors, pursuant to (a) that certain Amended and Restated Management Agreement between the Property Manager and Nottingham Villas, effective as of January 1, 2009 (the “Nottingham Villas Management Agreement”) (b) that certain Amended and Restated Management Agreement between the Property Manager and Wellington Place, effective as of January 1, 2009 (the “Wellington Place Management Agreement”), (c) that certain Amended and Restated Management Agreement between the Property Manager and Stonecastle, effective as of January 1, 2009 (the “Stonecastle Management Agreement”), (d) that certain Amended and Restated Management Agreement between the Property Manager and Stonecastle Place, effective as of January 1, 2009 (the “Stonecastle Place Management Agreement”), (e) that certain Amended and Restated Management Agreement between the Property Manager and Kensington Woods, effective as of January 1, 2009 (the “Kensington Woods Management Agreement”), (f) that certain Amended and Restated Management Agreement between the Property Manager and Laurel Ridge, effective as of January 1, 2009 (the “Laurel Ridge Management Agreement”); (g) that certain Amended and Restated Management Agreement between the Property Manager and Oak Knoll, effective as of January 1, 2009 (the “Oak Knoll Management Agreement”); and (h) that certain

Amended and Restated Management Agreement between the Property Manager and Sterling Forest, effective as of January 1, 2009 (“Sterling Forest Management Agreement” and, collectively, with the Nottingham Villas Management Agreement, Wellington Place Management Agreement, Stonecastle Management Agreement, Stonecastle Place Management Agreement, Kensington Woods Management Agreement, Laurel Ridge Management Agreement, and the Oak Knoll Management Agreement, the “Management Agreements”).¹¹ Upon information and belief, Property Manager and WVR, an Association Member, are affiliates.

16. The Properties are located within a broader development known as *The Glade* (the “Master Development”) and are also subject to that certain Declaration of Covenants and Restrictions, recorded on May 1, 1970, in Book 99, Page 370 of the Register’s Office (as amended, the “Master Declaration”). The Master Declaration provides that the Association Members are also members of the Fairfield Glade Community Club, Inc. (the “Master Association”) and are obligated to make payments in respect thereof.

17. As of January 4, 2026, the Debtors suspended occupancy at the Properties and are no longer accepting guests and reservations.

18. For a detailed description of Debtors and their businesses, Debtors respectfully refer the Court and parties in interest to the First Day Declarations.

RELIEF REQUESTED

19. By this Motion, the Debtors seek entry of the Proposed Order authorizing joint administration of these Chapter 11 Cases for procedural purposes only. The Debtors request that the Court maintain one file and one docket for all of the jointly administered cases under the case number assigned to Nottingham Villas.

¹¹ The terms of the Management Agreements are essentially identical as such is relevant to this Motion.

20. The Debtors further request that an entry be made on the docket of each of the debtors' cases, substantially as follows:

An Order has been entered in this case under Rule 1015(b) of the Federal Rules of Bankruptcy Procedure directing the procedural consolidation and joint administration of the chapter 11 cases of Glade at Nottingham Villas Vacation Condominium Association, Inc., Wellington Place Condominium Property Owners Association, Inc., Stonecastle Property Owners Association, Inc., Stonecastle Place Property Owners Association, Inc., Kensington Woods Townhouse Association, Inc., Laurel Ridge Townhouses Property Owners Association, Inc., Oak Knoll Property Owners Association, Inc., and Sterling Forest Townhouse Association, Inc. All further pleadings and other papers shall be filed in, and all further docket entries shall be made in, the docket of Glade at Nottingham Villas Vacation Condominium Association, Inc., Case No. 2:26-bk-03736 and such docket should be consulted for all matters affecting this chapter 11 case.

21. The Debtors further propose that all pleadings and other documents filed in the jointly administered cases bear a consolidated caption containing only the name of Glade at Nottingham Villas Vacation Condominium Association, Inc., followed by the designation "*et al.*," regardless of whether the relief requested relates to one, several, or all of the Debtors; provided, however, that any filing related to fewer than all Debtors shall clearly identify in its title the Debtor or Debtors to which the filing relates. The use of this consolidated caption shall be deemed sufficient to identify each of the Debtors and their respective chapter 11 cases. In addition, each filing shall include the designation "JOINTLY ADMINISTERED" in the caption and a footnote listing the name and last four digits of the federal tax identification number of each Debtor.

AUTHORITY FOR RELIEF

22. Bankruptcy Rule 1015(b) provides that "[i]f . . . two or more petitions are pending in the same court by or against . . . a debtor and an affiliate, the court may order a joint administration of the estates." Fed. R. Bankr. P. 1015(b). Moreover, section 105 of the Bankruptcy Code also provides this Court with the power to order joint administration of these chapter 11

cases. Section 105(a) of the Bankruptcy Code states that a bankruptcy court “may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. § 105(a).

23. Though they are not “affiliates” as defined in the Bankruptcy Code,¹² Debtors anticipate that most of the notices, applications, motions, other pleadings, hearings, and orders in these Chapter 11 Cases will affect all of the Debtors. Debtors are timeshare associations located within a single resort; they share similar corporate organizational structures; a majority of their creditors and vendors overlap¹³; they are managed by the same Property Manager, pursuant to nearly identical management agreements; and they are ultimately pursuing the same relief—*i.e.*, a sale of the Properties pursuant to the authority granted to them by section 363(h) of the Bankruptcy Code. Specifically with respect to the proposed sale process, the Debtors believe that there may be synergies to be captured if the Properties are marketed and sold with the option of purchase as a single lot of assets. If the Chapter 11 Cases were to be administered separately, bidders’ options to bid on the Properties as a single lot would be destroyed.

24. In short, the failure to jointly administer these cases would result in numerous duplicative pleadings being served upon separate, but significantly overlapping, service lists. Such duplication of substantially identical documents requesting substantially identical relief would be wasteful. *See In re Las Torres Dev., LLC*, 413 B.R. 687, 693 (Bankr. S.D. Tex. 2009) (explaining that joint administration “is merely a procedural device which enables a court to efficiently oversee

¹² Courts have approved joint administration for entities even when such entities were “technically not ‘affiliated’ entities, as that term is defined in Section 101(2) of the Bankruptcy Code.” *See In re BH & P, Inc.*, 119 B.R. 35, 38 (D.N.J. 1990); *see also In re Nicholasville Greens, Ltd. P’ship*, No. 10-53298 (TNW) (Bankr. E.D. Ky. Oct. 29, 2010) (Motion at Docket No. 8 and Order at Docket No. 28); *In re Baptist Home of Philadelphia*, No. 14-13305 (ELF) (Bankr. E.D. Pa. April 30, 2014) (Motion at Docket No. 4 and Order at Docket No. 31); *In re NV Broadcasting, LLC*, No. 09-12473 (KG) (Bankr. D. Del. August 5, 2009) (Motion at Docket No. 4 and Order at Docket No. 45)

¹³ Two of the Debtors, Stonecastle Place and Laurel Ridge, each have a loan with First Horizon Bank. Otherwise, the creditor bodies and vendor lists of the Debtors significantly overlap.

multiple estates” and “is designed in large part to promote procedural convenience and cost efficiencies which do not affect the substantive rights of claimants or the respective debtor estates”) (internal quotation marks and citations omitted); *In re PL Liquidation Corp.*, 305 B.R. 629, 632 (Bankr. D. Del. 2004) (“[Joint administration] is meant to aid the Court in expediting proceedings and to make the cases less costly”); *see also In re HandPicked, Inc.*, 653 B.R. 229, 230 (Bankr. D.S.C. 2023) (declining to grant joint administration due to lack of efficiencies to be gained from doing so).

25. In addition, without joint administration, Debtors could not market their property with the option of purchase as a single lot of assets, increasing transaction costs for interested purchasers and potentially depressing the ultimate price obtained for the estates. Joint administration will therefore ease the administrative burden on the Court and all parties-in-interest, will reduce fees and costs by avoiding the filing of duplicative documents and notices in each of the Debtors’ separate cases, and may yield a higher and better purchase price for the Properties.

26. Joint administration permits the usage of a single general docket for all of the Debtors’ cases and combined notices to creditors of each Debtor’s estate and other parties in interest. Doing so also protects creditors’ rights by ensuring that parties in interest in each chapter 11 case will be apprised of the various matters before the Court in each of the other related cases.

27. Finally, joint administration of these chapter 11 cases will not adversely affect the Debtors’ respective creditors because this Motion requests only administrative, and not substantive, consolidation of the Debtors’ estates. Thus, individual creditors’ and Interval Owners’ rights will not be harmed by the relief requested; rather, constituents will benefit from the cost reductions joint administration will achieve. In addition, joint administration enables stakeholders to more readily apprise the various parties in interest of the matters before the Court. It also relieves

the Court of the burden of entering duplicative orders and maintaining duplicative files and will simplify the supervision and administrative duties of the United States Trustee for the Middle District of Tennessee relating to these Chapter 11 Cases.

28. Accordingly, the Debtors respectfully submit that joint administration, for procedural purposes only, is in the best interest of the Debtors, their creditors, and other parties in interest.

NOTICE

29. No trustee, examiner, or creditors' committee has been appointed in these Chapter 11 Cases. As this Motion is seeking "first day" relief, the Debtors are serving copies of the Motion as a "First Day Motion" by facsimile, email, overnight mail, or hand delivery on: (i) the Office of the United States Trustee for the Middle District of Tennessee; (ii) the Subchapter V trustee; (iii) the holders of the 20 largest unsecured claims against each Debtor; (iv) the Office of the United States Attorney for the Middle District of Tennessee; (v) the Internal Revenue Service; (vi) the Secretary of State for the State of Tennessee; (vii) all statutory committees appointed in the case (if any); and (viii) all parties requesting notice under Bankruptcy Rule 2002. Debtors submit that, given the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

30. No previous application for the relief requested herein has been made by Debtors to this or any other court.

WHEREFORE, Debtors respectfully request that the Court enter an order substantially in the form attached hereto as **Exhibit A** (i) granting the relief requested in this Motion, and (ii) granting such other relief as the Court deems just and proper.

[Remainder of Page Left Intentionally Blank.]

Date: August 5, 2026

Respectfully submitted,

/s/ Gray Waldron

Henry E. ("Ned") Hildebrand, IV
Gray Waldron
DUNHAM HILDEBRAND
PAYNE WALDRON, PLLC
9020 Overlook Boulevard, Suite 316
Brentwood, TN 37027
615.933.5851
ned@dhnnashville.com
gray@dhnnashville.com

- and -

Daniel M. Eliades (*pro hac vice* pending)
Peter J. D'Auria (*pro hac vice* pending)
K&L GATES LLP
One Newark Center, Tenth Floor
Newark, NJ 07102
Telephone: (973) 848-4000
Email: daniel.eliaades@klgates.com
peter.dauria@klgates.com

Proposed Counsel for Debtors and Debtors-in-Possession

CERTIFICATE OF SERVICE

On August 5, 2026, the foregoing was served through the Court's CM/ECF system on all parties registered to receive electronic notice in each of the Debtors' chapter 11 cases. The Debtors will cause the foregoing to be served on the additional parties identified in the Motion, and a supplemental certificate of service will be filed following completion of that service.

/s/ Gray Waldron

Gray Waldron

EXHIBIT A
(Proposed Order)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

In re:

GLADE AT NOTTINGHAM VILLAS VACATION
CONDOMINIUM ASSOCIATION, INC., *et al.*¹

Debtors.

Case Number: 2:26-bk-03736
Chapter 11, Subchapter V
Judge Charles M. Walker
JOINTLY ADMINISTERED

**ORDER PROVISIONALLY AUTHORIZING
JOINT ADMINISTRATION OF THE DEBTORS' CHAPTER 11 CASES**

Upon the *Debtors' Motion for an Order Authorizing Joint Administration of the Debtors' Chapter 11 Cases* (Doc. No. __) (the "Motion"),² and upon the First Day Declarations; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having

¹ The Debtors in these jointly-administered chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number and case number, are as follows: Glade at Nottingham Villas Vacation Condominium Association, Inc. (1243) (Case No. 26-03736); Wellington Place Condominium Property Owners Association, Inc. (8511) (Case No. 26-03737); Stonecastle Property Owners Association, Inc. (5669) (Case No. 26-03738); Stonecastle Place Property Owners Association, Inc. (0969) (Case No. 26-03739); Kensington Woods Townhouse Association, Inc. (4789) (Case No. 26-03740); Laurel Ridge Townhouses Property Owners Association, Inc. (2402) (Case No. 26-03741); Oak Knoll Property Owners Association, Inc. (5008) (Case No. 26-03742); and Sterling Forest Townhouse Association, Inc. (6442) (Case No. 26-03743). All filings except proofs of claim are to be filed in the lead case. Proofs of claims shall be filed under the case number of the Debtor(s) alleged to owe the debt.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested by the Motion is in the best interests of the Debtors' estates; and sufficient cause appearing therefor, the Motion is provisionally granted as follows:

1. Pursuant to 11 U.S.C. § 105(a) and Federal Rule of Bankruptcy Procedure 1015(b), joint administration is provisionally granted, without a hearing, with Glade at Nottingham Villas Vacation Condominium Association, Inc., Case No. 2:26-bk-03736, designated as the lead case. This Order shall become effective immediately upon entry.

2. Any party objecting to the cases continuing to be administered jointly shall file an objection within twenty-one (21) days of entry of this Order. If a timely objection is filed, the Court will schedule a hearing. Unless otherwise ordered by the Court, the Order shall remain effective pending disposition of any objection. If no timely objection is filed, the provisional relief granted by this Order shall become final without further hearing or order of the Court. Notwithstanding the foregoing, any party in interest may subsequently seek modification or termination of joint administration for good cause shown.

3. The joint administration is solely for administrative convenience and efficiency, allowing filings to be made in the lead case without duplication in the other cases. Nothing in this order shall be construed as having any implication for substantive consolidation, future distributions, consideration of any joint plan, or any other matter affecting the substantive rights of creditors and parties in interest. The joint administration shall not affect the Debtors' requirements for filing monthly operating reports.

4. This order shall be entered in all eight jointly administered cases.

5. A docket entry shall be made in each of the Debtors' chapter 11 cases substantially as follows:

An Order has been entered in this case under Rule 1015(b) of the Federal Rules of Bankruptcy Procedure directing the procedural consolidation and joint administration of the chapter 11 cases of Glade at Nottingham Villas Vacation Condominium Association, Inc., Wellington Place Condominium Property Owners Association, Inc., Stonecastle Property Owners Association, Inc., Stonecastle Place Property Owners Association, Inc., Kensington Woods Townhouse Association, Inc., Laurel Ridge Townhouses Property Owners Association, Inc., Oak Knoll Property Owners Association, Inc., and Sterling Forest Townhouse Association, Inc. All further pleadings and other papers shall be filed in, and all further docket entries shall be made in, the docket of Glade at Nottingham Villas Vacation Condominium Association, Inc., Case No. 2:26-bk-03736 and such docket should be consulted for all matters affecting this chapter 11 case.

6. The case style for all filings should be substantially the same as the style of this order, including the footnote with reference to (a) each Debtor's federal tax identification number (last four digits only), case number; and (b) the information about joint administration procedures. (Debtors' addresses are not required.)

7. One consolidated docket, one file, and one consolidated service list (which shall include the creditors holding the 20 largest unsecured claims against each of the Debtors) shall be maintained by the Debtors and Clerk of the Court, with the assistance of any notice and claims agent retained by the Debtors in these Chapter 11 Cases. Any notice that requires notice to the 20 largest unsecured creditors must include the 20 largest unsecured creditors of each Debtor.

8. Notwithstanding the joint administration of the case dockets, the claims registers for each Debtor shall be kept separate. Proofs of claims shall be filed under the case number of the specific Debtor(s) alleged to owe the debt.

9. All motions, pleadings, and other documents filed in these cases shall reflect the consolidated caption set forth herein and be filed in the lead case, except that:

- a) a motion which applies to fewer than all jointly administered Debtors must clearly indicate in title to which Debtors the motion applies, but must still be filed in the lead case;
- b) a proof of claim must be captioned and filed in the specific estate to which it applies;
- c) monthly operating reports must be filed in the specific case to which they apply; and
- d) amendments to schedules, statements, lists, and other required documents in Bankruptcy Rules 1002 and 1007 must be filed in the specific case to which the amendments apply.

10. When a filing relates to only one of the Debtors, this should be reflected in the caption of the filing. For example:

MOTION TO APPROVE SALE OF PROPERTY
(Relates Only to _____)

11. It is not intended that joint administration shall survive conversion to Chapter 7. If any or all of these cases are converted to Chapter 7, the conversion order shall include a provision ceasing the joint administration, absent good cause being demonstrated to continue the joint administration in effect.

12. Within three business days of entry, the Debtors shall cause this Order to be served via CM/ECF or U.S. mail, as appropriate, upon the U.S. Trustee; any Subchapter V Trustee; all secured creditors; any committee of unsecured creditors or Debtors' 20 largest unsecured creditors, as applicable; any other committee; known counsel for any of the foregoing; and any party requesting notice pursuant to Fed. R. Bankr. P. 2002.

13. Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

14. The Debtors shall maintain adequate records regarding the assets of the respective Debtors' estates to protect the rights of joint creditors and separate creditors of these estates.

15. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

IT IS SO ORDERED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT
THE TOP OF THE FIRST PAGE.

APPROVED FOR ENTRY:

/s/ Gray Waldron

Henry E. ("Ned") Hildebrand, IV
Gray Waldron
DUNHAM HILDEBRAND
PAYNE WALDRON, PLLC
9020 Overlook Boulevard, Suite 316
Brentwood, TN 37027
615.933.5851
ned@dhnashville.com
gray@dhnashville.com

- and -

Daniel M. Eliades (*pro hac vice* pending)
Peter J. D'Auria (*pro hac vice* pending)
K&L GATES LLP
One Newark Center, Tenth Floor
Newark, NJ 07102
973.848.4000
daniel.eliades@klgates.com
peter.dauria@klgates.com
Counsel for Debtors

EXHIBIT B

(Waldron Declaration)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

In re: GLADE AT NOTTINGHAM VILLAS VACATION CONDOMINIUM ASSOCIATION, INC., ¹ Debtor.	Case Number: 2:26-bk-03736 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: WELLINGTON PLACE CONDOMINIUM PROPERTY OWNERS ASSOCIATION INC., ² Debtor.	Case Number: 2:26-bk-03743 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: STONECASTLE PROPERTY OWNERS ASSOCIATION, INC., ³ Debtor.	Case Number: 2:26-bk-03741 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: STONECASTLE PLACE PROPERTY OWNERS ASSOCIATION, INC., ⁴ Debtor.	Case Number: 2:26-bk-03742 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: KENSINGTON WOODS TOWNHOUSE ASSOCIATION, INC., ⁵ Debtor.	Case Number: 2:26-bk-03737 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)

¹ The last four digits of Glade at Nottingham Villas Vacation Condominium Association, Inc.'s tax identification number are 1243. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

² The last four digits of Wellington Place Condominium Property Owners Association, Inc.'s tax identification number are 8511. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

³ The last four digits of Stonecastle Property Owners Association, Inc.'s tax identification number are 5669. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

⁴ The last four digits of Stonecastle Place Property Owners Association, Inc.'s tax identification number are 0969. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

⁵ The last four digits of Kensington Woods Townhouse Association, Inc.'s tax identification number are 4789. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

In re: LAUREL RIDGE TOWNHOUSES PROPERTY OWNERS ASSOCIATION, INC.,⁶ Debtor.	Case Number: 2:26-bk-03738 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: OAK KNOLL PROPERTY OWNERS ASSOCIATION, INC.,⁷ Debtor.	Case Number: 2:26-bk-03739 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)
In re: STERLING FOREST TOWNHOUSE ASSOCIATION, INC.,⁸ Debtor.	Case Number: 2:26-bk-03740 Chapter 11, Subchapter V Judge Charles M. Walker (Joint Administration Requested)

**VERIFIED DECLARATION OF GRAY WALDRON
IN SUPPORT OF IMMEDIATE PROVISIONAL JOINT ADMINISTRATION**

I, Gray Waldron, declare under penalty of perjury as follows:

1. I am a partner at the law firm Dunham Hildebrand Payne Waldron, PLLC, proposed local and conflicts counsel to Glade at Nottingham Villas Vacation Condominium Association, Inc., Wellington Place Condominium Property Owners Association, Inc., Stonecastle Property Owners Association, Inc., Stonecastle Place Property Owners Association, Inc., Kensington Woods Townhouse Association, Inc., Laurel Ridge Townhouses Property Owners Association, Inc., Oak Knoll Property Owners Association, Inc., and Sterling Forest Townhouse Association, Inc. (collectively, the “Debtors”).

⁶ The last four digits of Laurel Ridge Townhouses Property Owners Association, Inc.’s tax identification number are 2402. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

⁷ The last four digits of Oak Knoll Property Owners Association, Inc.’s tax identification number are 5008. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

⁸ The last four digits of Sterling Forest Townhouse Association, Inc.’s tax identification number are 6442. Its principal location is: 100 Stonehenge Drive, Fairfield Glade, TN 38558.

2. I submit this declaration in support of the *Debtors' Motion for an Order Authorizing Joint Administration of the Debtors' Chapter 11 Cases* (the "Motion") and, specifically, the Debtors' request for immediate entry, without a hearing, of an order provisionally authorizing joint administration for procedural purposes only.

3. Except as otherwise indicated, the facts stated in this declaration are based upon my personal knowledge, my review of the Debtors' books and records and chapter 11 filings, and information provided to me by the Debtors' directors, representatives, proposed counsel, and other professionals. If called as a witness, I could and would testify competently to the facts stated herein.

4. On August 4, 2026 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code and elected to proceed under Subchapter V. The Debtors' cases are separately pending before this Court.

5. The Debtors are nonprofit timeshare associations whose properties are located within the Fairfield Glade resort community. The Debtors have similar organizational structures and operations, are managed by the same property manager under substantially similar management agreements, and share a substantial number of creditors, vendors, professionals, and other parties in interest.

6. The Debtors anticipate that most of the notices, applications, motions, other pleadings, hearings, and orders in these Chapter 11 Cases will affect all of the Debtors. Debtors are timeshare associations located within a single resort; they share similar corporate organizational structures; a majority of their creditors and vendors overlap⁹; they are managed by

⁹ Two of the Debtors, Stonecastle Place and Laurel Ridge, each have a loan with First Horizon Bank. Otherwise, the creditor bodies and vendor lists of the Debtors significantly overlap.

the same Property Manager, pursuant to nearly identical management agreements; and they are ultimately pursuing the same relief—*i.e.*, a sale of the Properties pursuant to the authority granted to them by section 363(h) of the Bankruptcy Code

7. Absent joint administration, the Debtors would be required to file substantially identical pleadings and proposed orders in eight separate cases and serve those documents on separate but significantly overlapping service lists. That duplication would impose unnecessary costs and administrative burdens on the Debtors, their estates, the Court, the United States Trustee, the Subchapter V trustee, creditors, and other parties in interest.

8. Immediate provisional joint administration will permit the remaining first-day motions and related papers to be filed and administered through the docket of the proposed lead case. It will also allow the Court and parties in interest to consult a single docket for matters affecting multiple or all of the Debtors.

9. Prompt entry of a provisional joint-administration order will facilitate the orderly and efficient intake of these cases and avoid the immediate filing of multiple sets of substantially identical first-day pleadings. Delaying joint administration until after a hearing would result in the very duplication, expense, and administrative burden that the requested relief is intended to prevent.

10. The Debtors request joint administration solely for procedural purposes. They do not seek substantive consolidation of their assets or liabilities through the Motion.

11. Each Debtor will continue to maintain separate books and records reflecting its respective assets, liabilities, income, expenses, and financial affairs. Each Debtor will also maintain a separate estate and claims register.

12. Each Debtor will separately file its schedules, statements of financial affairs, monthly operating reports, amendments to those documents, and any other documents that must be filed in the specific Debtor's case.

13. Proofs of claim will be filed and maintained in the case of the particular Debtor alleged to owe the asserted obligation. Joint administration will not alter the identity of the Debtor against which any claim is asserted, the assets available to satisfy that claim, or any substantive right of a creditor or other party in interest.

14. If a filing concerns fewer than all of the Debtors, the filing will identify the particular Debtor or Debtors to which it relates.

15. Based upon the maintenance of separate estates, books and records, claims registers, schedules, statements, and monthly operating reports, I do not believe that provisional joint administration will prejudice the creditors or other parties in interest of any Debtor.

16. The proposed provisional order will become effective immediately upon entry, but parties in interest will be afforded the opportunity to object to the continued joint administration of the cases. If a timely objection is filed, the provisional order will remain effective pending the Court's disposition of the objection unless the Court orders otherwise.

17. If no timely objection is filed, the provisional relief will become final without further hearing or order. Parties in interest will nevertheless retain the ability to seek modification or termination of joint administration for good cause.

18. In my judgment, immediate provisional joint administration without a hearing will materially reduce costs and administrative burdens, promote the efficient administration of these cases, and preserve the separate estates and substantive rights of creditors and other parties in interest.

19. For these reasons, I respectfully request that the Court enter the proposed provisional joint-administration order without a hearing.

VERIFICATION

I declare under penalty of perjury under the laws of the United States of America that the foregoing, to the best of my knowledge, is true and correct.

Executed on this 5th day of August, 2026.

/s/ Gray Waldron
Gray Waldron