

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	
Garden Oaks Maintenance	§	Case No. 18-60018-H2-11
Organization, Inc.,	§	
Debtor	§	
	§	

**DECLARATION OF RANDY WILLIAMS, TRUSTEE IN SUPPORT OF
TRUSTEE’S OMNIBUS OBJECTION TO CERTAIN PROOFS OF CLAIM
(No Liability Claims, Claims Barred As A Matter Of State Law, Claims
Barred By Limitations)**

I, Randy Williams, Chapter 7 Trustee of Garden Oaks Maintenance Organization, Inc., (“Trustee”), declare as follows:

The Debtor filed a voluntary chapter 11 petition on April 11, 2018. The Debtor was unable to confirm a plan, and the case was converted to a chapter 7 on June 6, 2019. I was appointed Chapter 7 Trustee.

To the best of my knowledge, information, and belief, the assertions made in the Objection are accurate. In evaluating the Objected to Claims, the Reviewing Parties reviewed the Debtor’s books and records, each of the relevant Proofs of Claim, as well as the supporting documentation provided by each claimant, and determined that each Objected to Claim should be disallowed.

THE BASELESS CLAIMS (SCHEDULE 1)

During the review of the filed proofs of claim, the it was determined that the Baseless Claims identify no particular basis for relief other than a claim for the return of mandatory/statutory dues paid at closing on the purchase of property in the governed subdivisions basis claims listed on the attached Schedules should be

disallowed and expunged. Many of the Baseless Claims have no documentation, with others providing only proof of payment of a fee at the closing of the purchase of their property. In addition, to the extent that these Disputed Claims are asserting an undisclosed claim that the collection of the fee was not mandatory and therefore wrongful due to irregularities in the formation of the association, the claims are likewise unenforceable as barred by limitations.

THE BARRED CLAIMS (SCHEDULE 2)

The Trustee has additionally identified proofs of claim that assert claims under the Texas Property Code that are unenforceable and/or are barred by the applicable statute of limitations. Allegations have been made that there were irregularities in the formation of the Debtor, and therefore the Debtor was not permitted to enforce mandatory fees collected at the transfer of property within the neighborhood. Each of the subdivisions in Garden Oaks (save 1) filed their Certificates on June 3, 2002. The limitations period to challenge any irregularity would have expired 181 days after the filing of the Certificates. These claims are barred by the applicable limitations period, and should be disallowed and expunged.

Failure to disallow the Claims identified on Schedule 1 and 2 could result in the applicable claimants receiving an unwarranted recovery against the Debtor to the detriment of other creditors. As such, I believe the disallowance of the Schedule 1 and Schedule 2 Claims on the terms set forth in the Objection is appropriate.

Pursuant to 28 U.S.C. § 1746, I declare under the penalty of perjury that the facts set forth in this Declaration are true and correct to the best of my knowledge, information, and belief.

Dated: 6/1/2020

/s/ Randy Williams, Trustee
Randy Williams, Trustee