



Quinn A. Sperry (11771)  
**JENKINS BAGLEY SPERRY, PLLC**  
10701 S. River Front Parkway, Suite 225  
South Jordan, Utah 84095  
Telephone: (801) 613-2025  
Fax: (435) 656-8201  
Email: QAS@jenkinsbagley.com  
*Attorney for Plaintiff*

**1 IN THE FOURTH JUDICIAL DISTRICT COURT,  
UTAH COUNTY, STATE OF UTAH, PROVO DEPARTMENT**

|   |   |                         |
|---|---|-------------------------|
| PIONEER ADDITION NEIGHBORHOOD<br>ASSOCIATION, INC., a Utah non-profit<br>corporation,     | 2 | <b>DEFAULT JUDGMENT</b> |
| Plaintiff,<br><br>v.  |   | Civil No. 259404706     |
| MATTHEW J. WEBBER, an individual, and<br>AMANDA WEBBER, an individual,<br><br>Defendants. |   | Judge: Shawn R. Howell  |

Based upon the default of Defendants, Matthew J. Webber and Amanda Webber, the pleadings on file, proper notice to Defendants, and good cause appearing, it is hereby

**ORDERED, ADJUDGED AND DECREED** that a Default Judgment be issued as follows:

**I.** Judgment in the amount of **\$7,520.11**, which is calculated pursuant to the following:

A. \$4,922.69 for assessments, late fees, interest and other charges owed to Plaintiff as of the date of the Complaint:

- B. \$624.00 in additional monthly assessments for May 1, 2025 through April 1, 2026, which have accrued after the date of the Complaint;
  - C. \$60.00 for late fees accrued each month from April 1, 2025 through April 6, 2026;
  - D. \$524.92 for interest accrued on Defendants' unpaid account with the Plaintiff from April 1, 2025 through April 6, 2026, and the parties' contractual rate of ten percent (10%) per annum;
  - E. \$156.00 for charges incurred by the Association from April 1, 2025 through April 6, 2026, due to Defendants' payments being dishonored by Defendants' financial institution;
  - F. \$140.00 for fines levied against the Defendants from April 1, 2025 through April 6, 2026;
  - G. \$787.50 in pre-judgment attorney's fees for Plaintiff's collections efforts against Defendants related to the prosecution of this action;
  - H. \$305.00 in pre-judgment costs and expenses incurred by Plaintiff for its collection efforts against Defendants; and
- II.** Post-judgment interest accruing at the parties' contractual rate of ten percent (10%) per annum until the judgment is paid in full;
- III.** Pursuant to Utah Code § 57-8a-306(1), post-judgment attorneys' fees, costs, and expenses incurred by Plaintiff in collecting on this judgment until it is paid in full, which may be established by affidavit.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that:

- I. This judgment may be augmented in the amount of after-accruing assessments, fines and reasonable costs and attorney fees expended in collection of said judgment by execution or otherwise as shall be established by affidavit.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that:

- I. Plaintiff's lien, which secures the payment obligation due by the Defendant to Plaintiff, is a good and sufficient lien upon the property located at 2418 E. Ox Yoke Dr, Eagle Mountain, UT 84005 (the "Property"), which Property is more particularly described as: 3

Lot 116, Pioneer Addition, Phase VII "A", according to the Official Plat thereof as recorded in the Office of the Utah County Recorder, State of Utah. Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2014 taxes and thereafter. Together with all improvements and appurtenances there unto belonging.

Parcel No.: 49:663:0116;

- II. That Plaintiff's lien for assessments and other past due amounts is a good and sufficient lien upon the Property securing the payment of the obligations due by Defendants;
- III. That Plaintiff's interest in the Property is superior to any and all of Defendants' interest in the Property;
- IV. The Property be foreclosed and sold by the Sheriff of Utah County, Utah according to the law and practices of this Court to satisfy the amounts which may be found herein due and owing to Plaintiff;
- V. That any amounts charged by the Sheriff to conduct the sale of the Property be added to the amount of the judgment;

II. That the foreclosure of the Association's lien in the Property is superior to and not subject to any Homestead Exemption claim pursuant to Utah Code § 57-8a-306;

VI. Plaintiff may become a purchaser at the sale;

VII. Following the sale, the Sheriff of Utah County be ordered to execute and deliver a Certificate of Sale as required by law, and that upon the expiration of the period of redemption as prescribed by law, the Sheriff be ordered to execute and deliver a deed to the purchaser of the Property and that the purchaser be let into possession of the Property;

VIII. That Plaintiff may have judgment and execution against Defendants for any deficiency that may remain after applying the proceeds (if any) from the sale of the Property to the satisfaction of the judgment;

IX. That Plaintiff may have a claim against Defendants for any post-judgment amounts which accrue on the Defendants' account with the Association and which amounts are not otherwise included in the balance of the Association's lien against the Property at the time of the sale of the Property, which amounts may be satisfied in full or in part from any excess proceeds from the sale of the Property; and

X. That in the event there are any excess funds from the Sheriff's sale that such funds be deposited with the Court.

**Entered as indicated by the signature and date set forth at the top of the first page.**

-----**END OF ORDER**-----

**CERTIFICATE OF SERVICE**

I hereby certify that on the 6<sup>th</sup> day of April, 2026, I caused a true and correct copy of the foregoing *proposed* **DEFAULT JUDGMENT** to be sent to the party below via the method indicated, and to be electronically filed with the Clerk using the GreenFiling System.

Matthew Webber  
Amanada Webber  
2418 E. Ox Yoke Drive  
Eagle Mountain, UT 84005

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|---------------|-----------------------------|
| <u>      </u> | Hand-Delivery               |
| <u>  X  </u>  | U.S. Mail, Postage Pre-paid |
| <u>      </u> | Federal Express             |
| <u>      </u> | Fax                         |
| <u>      </u> | Email                       |

/s/ Misty Huber  
Misty Huber