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IN THE FOURTH JUDICIAL DISTRICT  
IN AND FOR UTAH COUNTY, STATE OF UTAH

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MILLER MEADOWS (PAYSON), L.C.,

Plaintiff,

vs.

MANDEE PYNE, BELLE ANDREWS,  
and DOES I TO X,

Defendants.

**DEFAULT JUDGMENT**

Civil No. 260400647

Judge Denise Porter

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This matter came before the Court on Plaintiff's Motion for Default Judgment. Defaults having been entered by the Court against Defendant Mande Pyne on March 26, 2026, and against Defendant Belle Andrews on April 29, 2026; Defendants having failed to appear, answer, or otherwise defend; and the Court having reviewed the Complaint, the returns of service, the Military Declarations, the Declaration of Ava Page, and the Declaration of Attorney Fees and Costs, and good cause appearing, the Court makes the following findings and enters Judgment.

**FINDINGS OF FACT**

1. Plaintiff Miller Meadows (Payson), L.C. (the "Park") owns and operates the Miller Meadows Mobile Home Community at 451 N 500 W, Payson, Utah 84651, including the lot at

451 N 500 W, Lot #13 (the “Premises”).

2. Defendant Belle Andrews was the original lessee under a written Lease dated on or about September 19, 2011, and was the prior titled owner of a 1986 Skyline double-wide mobile home, VIN 46960119BV, Utah Certificate of Title No. U011700968 (the “Mobile Home”).

3. In the prior action, Case No. 250400874, the Court entered an Amended Judgment against Andrews on December 16, 2025, for \$22,887.08, which remains unsatisfied and accrues post-judgment interest. The Park is a creditor of Andrews whose claim arose no later than February 2025.

4. On or about June 18, 2025, while the prior action was pending and judgment against Andrews was anticipated, Andrews transferred ownership of the Mobile Home to Defendant Mande Pyne (the “Transfer”). Title was issued to Pyne under Certificate of Title No. U011700968, with Andrews retained as lienholder of record.

5. The well-pleaded allegations, deemed admitted by default, establish that the Transfer was made with actual intent to hinder, delay, or defraud the Park, and/or without reasonably equivalent value while Andrews was or became insolvent, and is a voidable transaction under the Utah Uniform Voidable Transactions Act.

6. On October 14, 2025, the Park served Pyne with a Five-Day Notice of Trespass and a Notice to Lienholder under Utah Code § 57-16-9. Pyne did not register, pay rent, cure the noticed rule violations, vacate, or remove the Mobile Home. Monthly lot rent is \$700.00.

7. Since on or about October 21, 2025, Pyne has unlawfully detained the Premises by

maintaining the Mobile Home on the lot and refusing to remove it after expiration of the five-day notice, thereby depriving the Park of possession of the Premises and of the ability to re-rent the lot. The reasonable daily rental value of the Premises is \$23.33 per day.

8. Neither Defendant is a minor or an incompetent person, and neither is in the military service of the United States, as set forth in the Military Declarations on file.

### **CONCLUSIONS OF LAW**

The Court has jurisdiction under Utah Code § 78A-5-102, and venue is proper under Utah Code § 78B-3-307.

Defendants' defaults having been entered and the conditions of Rule 55, U.R.C.P., being satisfied, Plaintiff is entitled to judgment by the Court under Rule 55(b)(2). The relief granted does not differ in kind from, and does not exceed in amount, the relief demanded in the Complaint, consistent with Rule 54(c).

The well-pleaded allegations establish claims for avoidance of the Transfer under Utah Code §§ 25-6-202 and 25-6-203, for unpaid rent and service charges against Pyne under Utah Code § 57-16-9, for removal of the Mobile Home under Utah Code §§ 57-16-5 and 57-16-6, and for unlawful-detainer relief and treble damages against Pyne under Utah Code §§ 78B-6-801 et seq. and 78B-6-811.

### **JUDGMENT and ORDER**

THEREFOR IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The June 18, 2025 Transfer of the Mobile Home (1986 Skyline double-wide, VIN

46960119BV, Utah Certificate of Title No. U011700968) from Belle Andrews to Mandee Pyne is declared a voidable transaction and is AVOIDED under Utah Code §§ 25-6-202 and 25-6-203 to the extent necessary to satisfy the Park's Amended Judgment in Case No. 250400874.

2. Pursuant to Rule 70, U.R.C.P., title to the Mobile Home is divested from Mandee Pyne and vested in Belle Andrews as owner of record as it existed immediately before the avoided Transfer. This Judgment operates as a transfer by operation of law under Utah Code § 41-1a-704. Plaintiff is authorized to present a certified copy of this Judgment to the Motor Vehicle Division of the Utah State Tax Commission, which is requested to cancel Certificate of Title No. U011700968 issued to Mandee Pyne and to issue a corrected certificate of title for VIN 46960119BV reflecting Belle Andrews as owner of record. Mandee Pyne shall execute and deliver any documents necessary to affect this transfer within fourteen (14) days; if she fails to do so, the Clerk is authorized to execute the same on her behalf under Rule 70.

3. As part of the avoidance of the Transfer, any lien, security interest, or encumbrance on the Mobile Home held by Belle Andrews, or arising from or in connection with the avoided Transfer — including the lien in favor of Belle Andrews noted on Certificate of Title No. U011700968 — is declared VOID and extinguished. The corrected certificate of title shall issue reflecting Belle Andrews as owner of record, free and clear of any such lien, and the Motor Vehicle Division is requested to cancel the lien notation. Nothing in this paragraph affects Plaintiff's right to execute upon the Mobile Home in satisfaction of the Amended Judgment in Case No. 250400874.

4. Any right of Mandee Pyne to keep the Mobile Home in the Park is terminated pursuant to

Utah Code §§ 57-16-5 and 57-16-6, and the Mobile Home shall be removed from the Premises within fifteen (15) days of entry of this Judgment; provided, however, that removal shall be subject to Plaintiff's rights under Para-graphs 1 through 4 above, including Plaintiff's right to recover the Mobile Home and to execute upon it in satisfaction of the Amended Judgment.

5. Plaintiff is awarded judgment against Mandee Pyne for lot rent under Utah Code § 57-16-9 for October 20, 2025, in the amount of \$23.33, as set forth in the Declaration of Ava Page. To avoid any duplicative recovery, no rent is awarded for any period on or after October 21, 2025, for which treble damages are awarded below.

6. Plaintiff is awarded treble damages against Mandee Pyne under Utah Code § 78B-6-811 at \$70.00 per day (three times the daily rental value of \$23.33) from October 21, 2025, until the Mobile Home is removed from the Premises. As of July 17, 2026 (270 days), accrued treble damages total \$18,900.00, as set forth in the Declaration of Ava Page, with amounts continuing to accrue at \$70.00 per day.

7. Plaintiff is awarded reasonable attorney fees of \$2,460.00 and costs of \$800.00 (service of notices \$179.00; filing fee \$375.00; service of Summons and Complaint \$246.00) under Utah Code §§ 57-16-9(6), 78B-6-811, and 78B-5-825 and the Lease, as set forth in the Declaration of Attorney Fees and Costs.

8. Money judgment is entered against Defendant Mandee Pyne in the total amount of \$22,183.33 as of July 17, 2026 (rent \$23.33; treble damages \$18,900.00; attorney fees \$2,460.00; costs \$800.00), with treble damages continuing to accrue at \$70.00 per day as stated above.

9. This Judgment shall bear post-judgment interest at the federal post-judgment interest rate in effect on the date of entry, plus 2%, under Utah Code § 15-1-4, until paid in full.

10. This Judgment may be augmented for reasonable attorney fees and costs incurred in enforcement or collection upon application to the Court.

**-----END OF JUDGMENT-----**

**In accordance with the Utah State District Courts Efiling Standard No. 4, and URCP Rule 10(e), this Judgment does not bear the handwritten signature of the Judge, but instead displays an electronic signature at the upper right-hand corner of the first page of this Judgment.**