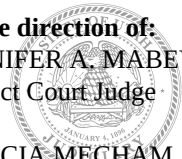


The Order of the Court is stated below:

Dated: August 19, 2026
02:11:14 PM

At the direction of:
/s/ JENNIFER A. MABEY
District Court Judge
by
/s/ MARCIA MECHAM
District Court Clerk



Tyler S. LaMarr (13784)
Kyle G. O'Bryant (20328)
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Attorneys for Plaintiff

**IN THE FOURTH JUDICIAL DISTRICT COURT
OF WASATCH COUNTY STATE OF UTAH**

HOMES AT DEER MOUNTAIN
HOMEOWNERS ASSOCIATION,
INC., a domestic non-profit
corporation,

Plaintiff,
v.

WILLIAM JOY, an individual; JANE
JOY, an individual; and JOHN DOES
1-10,

Defendants.

DEFAULT JUDGMENT

Case No. 260500096

Judge: JENNIFER A. MABEY

Based on the motion of Plaintiff, the affidavit of Kyle G. O'Bryant, and the records and files herein;

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff have judgment against Defendants William Joy and Jane Joy as follows:

I. Judgment is entered in favor of Plaintiff Homes at Deer Mountain Homeowners Association, Inc. and against Defendants William Joy and Jane Joy on Plaintiff's First Cause of Action for Breach of Contract and Injunctive

Relief and Second Cause of Action for Breach of the Implied Covenant of Good Faith and Fair Dealing.

II. II. Defendants shall immediately cease violating the Master Declaration of Covenants, Conditions and Restrictions of Deer Mountain Resort Subdivision (the "Declaration"), the Deer Mountain Architectural Guidelines and Procedures, and all lawful directives of the Association and its Architectural Control Committee.

III. III. Within fourteen (14) days after entry of this Judgment, Defendants shall bring the Property located at 12276 N. Deer Mountain Boulevard, Kamas, Utah 84036 into full compliance with the Declaration and Architectural Guidelines, including, without limitation:

- a. a) Properly maintaining the Property as required by Article VI of the Declaration;
- b. b) Removing all construction materials, construction debris, equipment, hot tubs, stone, rebar, wire mesh, concrete materials, miscellaneous stored items, and all other nuisance, offensive, unsightly, or noncompliant conditions maintained on the Property in violation of Section 11.7 of the Declaration;
- c. c) Completing, correcting, repairing, removing, or otherwise bringing into compliance all unfinished Improvements in accordance with the Declaration, the Architectural Guidelines, and all applicable Architectural

Control Committee approvals. If Defendants reasonably believe that any such work cannot be completed within fourteen (14) days despite diligent efforts, Defendants shall, before expiration of the fourteen (14) day period, provide written notice to the Association identifying the specific work that cannot reasonably be completed, the reasons therefor, and a proposed timeline for completion. The Association shall not unreasonably withhold its approval of a reasonable extension of time necessary to complete such work.

d. d) Removing, modifying, or obtaining all required Architectural Control Committee approvals for any Improvements constructed, installed, altered, or maintained without the approvals required under Article XIII of the Declaration; and,

e. e) Complying with all lawful directives, conditions, and determinations of the Association and the Architectural Control Committee concerning the Property.

f. IV. If Defendants fail to fully comply with this Judgment within fourteen (14) days, Plaintiff is authorized, to the extent permitted by the Declaration, to enter upon the Property at reasonable times and perform such work as is reasonably necessary to bring the Property into compliance with this Judgment, including removing construction materials, debris, stored

items, and other noncompliant conditions.

g. V. All reasonable costs, contractor charges, management expenses, administrative expenses, attorney fees, enforcement expenses, and other expenses reasonably incurred by Plaintiff in enforcing this Judgment or exercising the authority granted herein shall be the responsibility of Defendants and shall be recoverable by Plaintiff pursuant to Section 15.13 of the Declaration and any other applicable provision of the Declaration or Utah law.

h. VI. Plaintiff is awarded reasonable attorney fees in the amount of \$4,346.50 and costs in the amount of \$389.85, for a total award of \$4,736.35.

i. VII. Pursuant to Sections 5.4 and 15.13 of the Declaration, Plaintiff is authorized to assess all attorney fees, costs, enforcement expenses, and any additional amounts recoverable under this Judgment against Defendants as a Reimbursement Assessment, together with all lien and collection rights provided under the Declaration.

j. VIII. Grant such other relief as deemed proper and necessary by this Court.

-----END OF ORDER-----
(The Court's signature appears on the top of the first page)