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**1 IN THE THIRD JUDICIAL DISTRICT COURT,
SALT LAKE COUNTY, STATE OF UTAH**

THE COVE AT HERRIMAN SPRINGS
OWNERS ASSOCIATION, INC., a Utah non-
profit corporation,

Plaintiff,

v.

ERIK SCHWEITZER, an individual,

Defendant.

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**AMENDED
DEFAULT JUDGMENT**

Civil No. 259917596

Judge: Charles Stormont

Based upon the default of Defendant, Erik Schweitzer, the pleadings on file, proper notice to Defendant, 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 **\$6,800.19**, which is calculated pursuant to the following:

A. \$3,605.93 for assessments, late fees, interest and other charges owed to Plaintiff as of the date of the Complaint:

B. \$752.00 in additional monthly assessments for May 2025 through April 2026, which have accrued after the date of the Complaint;

C. \$165.00 for late fees accrued each month from May 2025 through April 2026;

D. \$754.07 for interest accrued on Defendant's unpaid account with the Plaintiff from April 12, 2025 through April 8, 2026, and the parties' rate of eighteen percent (18%) per annum;

E. \$1,170.97 in attorney's fees for Plaintiff's collections efforts against Defendant related to the prosecution of this action;

F. \$352.22 in pre-judgment costs and expenses incurred by Plaintiff for its collection efforts against Defendant; and

II. Post-judgment interest accruing at the parties' contractual rate of eighteen percent (18%) 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 14526 S. Long Ridge Drive, Herriman, UT 84096 (the "Property"), which

Property is more particularly described as: 3

Lot 313, The Cove at Herriman Springs Phase 3, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office, State of Utah.

Together with all improvements and appurtenances thereunto belonging. Subject to easements, restrictions, encumbrances and rights of way of record, and taxes for the year 2009 and thereafter.

Parcel No.: 32-10-180-013-0000;

- 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 Defendant's interest in the Property;
- IV. The Property be foreclosed and sold by the Sheriff of Salt Lake 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;
- VI. That the foreclosure of the Association's lien on the Property is superior to and not subject to any Homestead Exemption claim pursuant to Utah Code § 57-8a-306;
- VII. Plaintiff may become a purchaser at the sale;
- VIII. Following the sale, the Sheriff of Salt Lake 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;

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

X. That Plaintiff may have a claim against Defendant for any post-judgment amounts which accrue on the Defendant's 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

XI. 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 8th 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 of the Fifth Judicial District Court, Washington County, State of Utah, using the GreenFiling System.

Erik Schweitzer
14526 S. Long Ridge Drive
Herriman, UT 84096

<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