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Attorney for Plaintiff

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

<p>HIGHBURY TOWNS EAST HOME OWNERS ASSOCIATION, a Utah non-profit corporation,</p> <p>Plaintiff,</p> <p>v.</p> <p>DANIEL PETE FAAMASINO, an individual, and FAAUUGA LEOTA, an individual,</p> <p>Defendants.</p>	<p>2</p> <p>DEFAULT JUDGMENT</p> <p>Civil No. 259931182</p> <p>Judge: Amanda Montague</p>
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Based upon the default of Defendants, Daniel Pete Faamasino and Faaauuga Leota, 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 **\$10,356.15**, which is calculated pursuant to the following:

A. \$7,129.34 for assessments, late fees, interest and other charges owed to Plaintiff as of the date of the Complaint:

B. \$1,057.00 in additional monthly assessments for November 2025 through May 2026, which have accrued after the date of the Complaint;

C. \$702.91 for interest accrued on Defendants' unpaid account with the Plaintiff from October 2025 through May 1, 2026, and the parties' contractual rate of ten percent (18%) per annum;

D. \$1,312.50 in pre-judgment attorney's fees for Plaintiff's collections efforts against Defendants related to the prosecution of this action;

E. \$314.40 in pre-judgment costs and expenses incurred by Plaintiff for its collection efforts against Defendants; and

F. Less \$160.00 in payment made by Defendant after the date of the complaint;

II. Post-judgment interest accruing at the parties' contractual rate of ten 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 5328 W. Barnsbury Lane, West Valley City, Utah 84120 (the "Property"), which Property is more particularly described as: 3

All of Unit No. 401, contained within Highbury Towns East Phase 4 P.U.D., a Planned Unit Development, as the same is identified in the Record of Plat Map recorded in Salt Lake County, Utah as Entry No. 12068854 in Book 2015P at Page 131 (as said Record of Plat Map may have heretofore been amended or supplemented) and being further identified in the Neighborhood Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Highbury Towns East, recorded in Salt Lake County, Utah as Entry No. 10795397 in Book 9762 at Page 2745. Subject to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements and any amendments thereto for Highbury Commons at Lake Park, recorded in the official records of the County Recorder of Salt Lake County, Utah on October 6, 2006 as Entry No. 9868362 in Book 9362 at Page 804.

Together with all improvements and appurtenances thereunto belonging.

Subject to current general taxes, easements, restrictions, rights of way and reservations appearing of record.

Parcel No.: 14-25-177-104;

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 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;

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 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;

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 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

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 1st day of May, 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.

Daniel Pete Faamasino
Faauuga Leota
5328 W. Barnsbury Lane
West Valley City, UT 84120

<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