


IN THE COURT OF APPEALS OF THE STATE OF NEVADA

LN MANAGEMENT LLC SERIES 4080  
BLUE WILDRYE,  
Appellant,  
vs.  
LAKEVIEW LOAN SERVICING, LLC,  
Respondent.

No. 74507-COA

FILED

JAN 15 2013

ELIZABETH BROWN  
CLERK OF SUPREME COURT  
BY  DEPUTY CLERK

*ORDER OF AFFIRMANCE*

LN Management LLC Series 4080 Blue Wildrye appeals from a district court order granting summary judgment in favor of respondent Lakeview Loan Servicing, LLC in a quiet title action. Eighth Judicial District Court, Clark County; Timothy C. Williams, Judge.

The original owner of the subject property failed to make periodic payments to his homeowners' association (HOA). The HOA recorded a notice of delinquent assessment lien, and later, a notice of default and election to sell to collect on the past due assessments and other fees pursuant to NRS Chapter 116. Counsel on behalf of Lakeview's predecessor-in-interest sought to pay off the past due assessments which constituted the superpriority portion of the delinquent assessment lien. The HOA's agent rejected the offer of payment.

LN Management then purchased the subject property at an HOA foreclosure sale. LN Management subsequently filed a quiet title action, asserting that the foreclosure sale extinguished Lakeview's deed of trust encumbering the subject property. Lakeview filed a motion for summary judgment. LN Management opposed Lakeview's motion, but the district court found in favor of Lakeview, finding that the prior tender

extinguished the superpriority lien, and LN Management therefore took the property subject to Lakeview's interest at the HOA foreclosure sale. This appeal followed.

This court reviews a district court's order granting summary judgment de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if the pleading and all other evidence on file demonstrate that no genuine issue of material fact exists and that the moving party is entitled to judgment as a matter of law. *Id.* When deciding a summary judgment motion, all evidence must be viewed in a light most favorable to the nonmoving party. *Id.* General allegations and conclusory statements do not create genuine issues of fact. *Id.* at 731, 121 P.3d at 1030-31.


Pursuant to the recently issued Nevada Supreme Court precedent on the issue of tender in HOA foreclosure procedures, the district court rightfully found that the tender of the amount of nine months of back due HOA assessments extinguished the superpriority lien, leaving the buyer at foreclosure to take the property subject to the deed of trust. *See Bank of Am., N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev. \_\_\_, \_\_\_, 427 P.3d 113, 116 (2018). LN Management's argument that the district court should have considered whether LN Management was a bona fide purchaser, so that the equities warranted eliminating Lakeview's first deed of trust, does not apply because the tender of the superpriority lien amount rendered any foreclosure on the superpriority amount void. *See id.* at \_\_\_, 427 P.3d at 121 (noting that a party's bona fide purchaser status is irrelevant when a defect in the foreclosure renders the sale void); *cf. Shadow Wood Homeowners Ass'n v. N.Y. Cmty. Bancorp, Inc.*, 132 Nev. 49, 366 P.3d 1105 (2016)

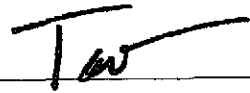
(discussing the balance of equities for a bona fide purchaser in a quiet title action following an HOA foreclosure sale).


As for LN Management's assertion that the exclusion of indispensable parties renders the summary judgment order improper, LN Management fails to acknowledge that the HOA and its agent do not have any interest remaining in the subject property following the foreclosure. *See* NRS 107.080(5) (2013) (providing that a sale pursuant to the provisions of NRS Chapter 107 vests title in the purchaser); *see also SFR Invs. Pool 1 v. U.S. Bank*, 130 Nev. 742, 746, 334 P.3d 408, 411 (2014) (discussing how HOA foreclosures follow NRS Chapter 107). Therefore, the necessary parties to a quiet title action are those that claim interest following the foreclosure. *See* NRCP 19. Here, LN Management and Lakeview are the only parties with remaining interests on the subject property.

In light of the foregoing, we determine that no genuine issues of material fact exists to prevent summary judgment in favor of Lakeview. Accordingly, we

ORDER the judgment of the district court AFFIRMED.

  
\_\_\_\_\_, A.C.J.  
Douglas

  
\_\_\_\_\_, J.  
Tao

  
\_\_\_\_\_, J.  
Gibbons

cc: Hon. Timothy C. Williams, District Judge  
Kerry P. Faughnan  
Akerman LLP/Las Vegas  
Eighth District Court Clerk