

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

TRP FUND IV, LLC, A DOMESTIC  
NON-PROFIT CORPORATION,  
Appellant,  
vs.  
BANK OF AMERICA, N.A., A  
NATIONAL BANKING ENTITY,  
Respondent.

No. 76237-COA

**FILED**

**APR 17 2020**

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

TRP Fund IV, LLC (TRP), appeals from a district court order granting a motion for summary judgment in a quiet title action. Eighth Judicial District Court, Clark County; Timothy C. Williams, Judge.

The original owners of the subject property failed to make periodic payments to their 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. Prior to the sale, respondent Bank of America, N.A. (BOA)—holder of the first deed of trust on the property—tendered payment to the HOA foreclosure agent in an amount exceeding the superpriority portion of the HOA's lien, but the agent rejected the tender and proceeded with its foreclosure sale, at which TRP purchased the property. TRP filed the underlying action seeking to quiet title to the property, and BOA counterclaimed seeking the same. BOA moved for

summary judgment, which the district court granted, finding that the tender extinguished the superpriority portion of the HOA's lien such that the property remained subject to BOA's deed of trust. This appeal followed.

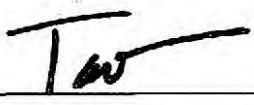
This court reviews a district court's order granting summary judgment de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if the pleadings and all other evidence on file demonstrate that no genuine issue of material fact exists and that the moving 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.

Here, the district court correctly found that BOA's tender extinguished the superpriority lien such that the property remains subject to BOA's deed of trust. *See Bank of Am., N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev. 604, 605, 427 P.3d 113, 116 (2018). We decline to consider TRP's argument that BOA failed to prove that it delivered the tender, as TRP not only failed to contest delivery below, but it explicitly stated in its opposition to BOA's motion for summary judgment that delivery of the tender and its rejection by the HOA foreclosure agent were "undisputed." *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) ("A point not urged in the trial court . . . is deemed to have been waived and will not be considered on appeal."); *cf. Rose, LLC v. Treasure Island, LLC*, 135 Nev. 145, 159 n.3, 445 P.3d 860, 871 n.3 (Ct. App. 2019) (noting that a party may not complain on appeal of any error he or she induced the court to commit).

Similarly, we decline to consider TRP's only other argument on appeal—that the tender at issue was impermissibly conditional—because it also failed to raise that issue before the district court. *See Old Aztec Mine, Inc.*, 97 Nev. at 52, 623 P.2d at 983. Accordingly, we

ORDER the judgment of the district court AFFIRMED.

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

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

  
\_\_\_\_\_, J.  
Bulla

cc: Hon. Timothy C. Williams, District Judge  
Hong & Hong  
Akerman LLP/Las Vegas  
Eighth District Court Clerk