

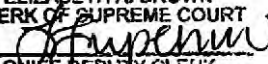
IN THE COURT OF APPEALS OF THE STATE OF NEVADA

NV EAGLES, LLC, A NEVADA
LIMITED LIABILITY COMPANY,
Appellant,
vs.
DITECH FINANCIAL, LLC, F/K/A
GREEN TREE SERVICING, LLC, A
FOREIGN LIMITED LIABILITY
COMPANY,
Respondent.

No. 76850-COA

FILED

APR 28 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
CHIEF DEPUTY CLERK

ORDER OF AFFIRMANCE

NV Eagles, LLC (NV Eagles), appeals from a district court order granting a motion for summary judgment in a quiet title action. Eighth Judicial District Court, Clark County; Nancy L. Allf, 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. Prior to the sale, the predecessor to respondent Ditech Financial, LLC (Ditech)—holder of the first deed of trust on the property—tendered payment to the HOA foreclosure agent for nine months of past due assessments, but the agent rejected the tender and proceeded with its foreclosure sale, at which NV Eagles' predecessor purchased the property. Ultimately, NV Eagles filed the underlying action seeking to quiet title to the property, and Ditech counterclaimed seeking the same. Ditech moved for summary judgment, which the district court

granted, finding that the tender extinguished the superpriority portion of the HOA's lien such that NV Eagles took title to the property subject to Ditech's deed of trust. This appeal followed.

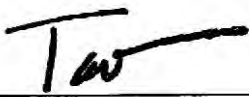
This court reviews a district court's order granting summary judgment de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if the pleadings and all other evidence on file demonstrate that no genuine issue of material fact exists and that the moving 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 the tender of nine months of past due assessments extinguished the superpriority lien such that NV Eagles took the property subject to Ditech'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). NV Eagles argues only that Ditech failed to prove the superpriority amount of the HOA's lien because its predecessor relied on a statement of account from a different property in the same HOA when calculating it, failed to prove that the lien did not contain maintenance or nuisance abatement charges, and failed to prove that the tender was actually delivered. But NV Eagles failed to raise any of these issues below, and they are therefore waived. *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."). Moreover, even

if NV Eagles had preserved these issues, our review of the record reveals that its arguments are meritless. Accordingly, we

ORDER the judgment of the district court AFFIRMED.¹


_____, C.J.
Gibbons


_____, J.
Tao


_____, J.
Bulla

cc: Hon. Nancy L. Alf, District Judge
Hong & Hong
Akerman LLP/Las Vegas
Fennemore Craig P.C./Reno
Eighth District Court Clerk

¹In light of our disposition, we need not address Ditech's alternative argument for affirmance.