IN THE COURT OF APPEALS OF THE STATE OF NEVADA

PREMIER ONE HOLDINGS, INC., A NEVADA CORPORATION,
Appellant,
vs.
WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST,
Respondents.

No. 78100-COA

ORDER OF AFFIRMANCE

Premier One Holdings, Inc. (Premier), appeals from a district court order granting a motion for summary judgment in a quiet title action. Eighth Judicial District Court, Clark County; Ronald J. Israel, 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, the predecessor to respondent Wilmington Savings Fund Society, FSB (Wilmington)—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 Premier purchased the property. Ultimately, Premier and Wilmington countersued to quiet title. Wilmington moved for summary judgment, which the district court granted, finding that the tender extinguished the

superpriority portion of the HOA's lien such that Premier took title to the property subject to Wilmington'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.

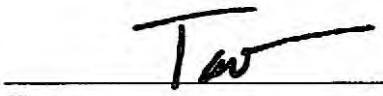
Here, the district court correctly found that the tender of nine months of past due assessments extinguished the superpriority lien such that Premier took the property subject to Wilmington's deed of trust. *See Bank of Am., N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev. 604, 605, 427 P.3d 113, 116 (2018). We decline to consider Premier's argument that Wilmington failed to prove that its predecessor delivered the tender, as Premier not only failed to contest delivery below, but it explicitly stated in its opposition to Wilmington's motion for summary judgment that delivery of the tender to the HOA foreclosure agent was "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). Further, we reject Premier's argument that the tender letter accompanying the check contained impermissible conditions because it supposedly

misstated the law pertaining to maintenance or nuisance abatement charges. The letter did not address such charges at all, and there is no indication that they were part of the HOA's lien in this case. *Cf. Bank of Am.*, 134 Nev. at 607-08, 427 P.3d at 118 (concluding that a materially similar tender letter was not impermissibly conditional and noting that "the HOA did not indicate that the property had any charges for maintenance or nuisance abatement").

In light of the foregoing, we conclude that no genuine issue of material fact exists to prevent summary judgment in favor of Wilmington, *see Wood*, 121 Nev. at 729, 121 P.3d at 1029, and we

ORDER the judgment of the district court AFFIRMED.[1]

_____, C.J.
Gibbons



_____, J.
Tao

_____, J.
Bulla

cc: Hon. Ronald J. Israel, District Judge
Hong & Hong
Wright, Finlay & Zak, LLP/Las Vegas
Eighth District Court Clerk

[1]Insofar as the parties raise arguments that are not specifically addressed in this order, we have considered the same and conclude that they either do not present a basis for relief or need not be reached given the disposition of this appeal.