

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

PREMIER ONE HOLDINGS, INC., A  
NEVADA CORPORATION,  
Appellant,  
vs.  
BANK OF AMERICA, N.A., A  
NATIONAL BANKING ASSOCIATION,  
Respondent.

No. 79697-COA

FILED

SEP 23 2020

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

Premier One Holdings, Inc. (Premier One), appeals from a final judgment following a bench trial in a quiet title action. Eighth Judicial District Court, Clark County; Rob Bare, Judge.

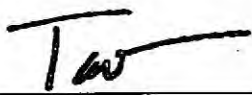
The original owner of the subject property failed to make periodic payments to his homeowners' association (HOA). The HOA recorded a notice of delinquent assessment lien and later a notice of default and election to sell to collect on the past due assessments and other fees pursuant to NRS Chapter 116. Prior to the sale, respondent Bank of America, N.A. (BOA)—holder of the first deed of trust on the property—tendered payment to the HOA's foreclosure agent in an amount equal to nine months of past due assessments, but the agent rejected the tender and proceeded with its foreclosure sale. Premier One purchased the property at the sale, and it initiated the underlying action seeking to quiet title against BOA. The matter proceeded to a bench trial, and the district court found that BOA's tender satisfied the superpriority portion of the HOA's lien such that Premier One took title to the property subject to BOA's deed of trust. This appeal followed.

This court reviews a district court's legal conclusions following a bench trial de novo, but we will not disturb the district court's factual findings "unless they are clearly erroneous or not supported by substantial evidence." *Wells Fargo Bank, N.A. v. Radecki*, 134 Nev. 619, 621, 426 P.3d 593, 596 (2018).

Here, the district court correctly found that BOA's tender satisfied the HOA's superpriority lien such that Premier One took the property 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). Premier One's only argument on appeal is that the letter accompanying the tender check contained impermissible conditions because it supposedly misstated the law regarding maintenance and nuisance-abatement charges and required the HOA to waive its right to collect such charges. But 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. id.* 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"). Accordingly, the district court appropriately entered judgment in favor of BOA, *see Radecki*, 134 Nev. at 621, 426 P.3d at 596, and we

ORDER the judgment of the district court AFFIRMED.<sup>1</sup>

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

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

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

<sup>1</sup>In light of our disposition, we need not consider BOA's alternative argument concerning application of the Federal Foreclosure Bar.

cc: Hon. Rob Bare, District Judge  
Hong & Hong  
Akerman LLP/Las Vegas  
Eighth District Court Clerk