

State of Nevada

Department of Business & Industry

Real Estate Division

Common-Interest Communities and Condominium Hotels Program



Are you losing a home? Understanding the Foreclosure process



State of Nevada Department of Business & Industry Real Estate Division

Disclaimer

This is a general education class based on NRS 116 and related laws and regulations. It is not intended to provide legal advice. The instructors cannot comment on specific cases. If you feel there has been a violation of the governing documents or NRS116 you can file a complaint with the NV Real Estate Division



Learning Objectives

- ▶ Upon completion of this class, participants will have a basic understanding of:
 - Liens, including the super priority lien
 - Collections in the HOA
 - Steps Leading to Foreclosure
 - Foreclosure Process



SB 306 Oct 1, 2015 Highlights

1. A limited amount of the costs of enforcing the association's lien are now part of the super priority lien.

2. A member of the association's executive board, or the community manager of the association is not required to be a licensed debt collection agency or contract with a licensed debt collection agency to collect amounts included in the association's lien until a notice and default and election to sell the unit to enforce the lien is recorded.

*at the point of default and election to sell one of the following can proceed with the next steps:

Association

Title Company

Licensed CAM

Attorney

SB 306 Oct 1, 2015 Highlights

3. Notice of the association's foreclosure required to be given to the holders of recorded security interests on the unit.

4. Revise provisions relating to the notice of the association's foreclosure

5. The mailing of the copy of the notice of default and election to sell and the copy of the notice of sale to each holder of a recorded security interest is a condition which must be satisfied before the association may sell the unit;

SB 306 Oct 1, 2015 Highlights

6. The association is required to record an affidavit stating the name of each holder of a recorded security interest to whom a copy of the notice of default and election to sell and notice of sale was mailed and the address to which those notices were sent.

7. Requires the publishing, posting and giving of notice of the foreclosure sale of a unit by an association

8. The sale to be conducted at the same location that a non-judicial foreclosure sale of real property secured by a deed of trust must be conducted. **Section 5** also provides that if the sale is postponed by oral proclamation, the sale must be postponed to a later date at the same time and location.

SB 306 Oct 1, 2015 Highlights

10. The person conducting the sale to announce at the sale whether or not the super-priority lien has been satisfied.

11. If the holder of the first security interest pays the amount of the super-priority lien not later than 5 days before the date of sale, the foreclosure of the association's lien **does not extinguish the first security interest.**

12. After a sale of a unit to enforce the association's lien, the unit's owner or a holder of a security interest on the unit may redeem the unit by paying certain amounts to the purchaser **within 60 days after the sale.**

13. **Association may foreclose its lien** on a unit that is subject to the Foreclosure Mediation Program if the unit's owner has failed to pay amounts that became due to the association during the pendency of the mediation.

Understanding the Law

- ▶ Black text= current law up until Oct 1, 2015
- ▶ Blue text = law changes as of Oct 1, 2015

An HOA provides...

- ▶ A desirable lifestyle
- ▶ A predictable community standard
- ▶ Common areas/amenities for owners
- ▶ Potential for long-term appreciation



HOA Living

- ▶ When you purchase property in an HOA...
 - You attest that you have read and understand the governing documents
 - Articles of Incorporation, Bylaws, Rules
 - Declaration (CC&Rs)
 - You agree to abide by the CC&Rs
 - You agree to pay your assessments



Information Statement

YOU WILL HAVE TO PAY OWNERS' ASSESSMENTS FOR AS LONG AS YOU OWN YOUR PROPERTY?

- ▶ As an owner in a common-interest community, you are responsible for paying your share of expenses relating to the common elements, such as landscaping, shared amenities and the operation of any homeowners' association.
- ▶ The obligation to pay these assessments binds you and every future owner of the property.
- ▶ Owners' fees are usually assessed by the homeowners' association and due monthly.
- ▶ **You have to pay dues whether or not you agree** with the way the association is managing the property or spending the assessments.

NRS 116.41095

Information Statement

IF YOU FAIL TO PAY OWNERS' ASSESSMENTS, YOU COULD LOSE YOUR HOME?

- ▶ If you do not pay these assessments when due, the association usually **has the power to collect** them by **selling your property** in a nonjudicial foreclosure sale.
- ▶ If fees become delinquent, you may also be required to pay penalties and the association's costs and attorney's fees to become current.
- ▶ If you dispute the obligation or its amount, your only remedy to avoid the loss of your home may be to file a lawsuit and ask a court to intervene in the dispute.

NRS 116.41095

Annual Distribution of Collection Policy

The executive board shall, not less than 30 days or more than 60 days before the beginning of the fiscal year of the association, prepare and make available to each unit's owner **the policy** established for the association concerning the collection of any fees, fines, **assessments** or costs imposed against a unit's owner pursuant to this chapter.

The policy must include, without limitation:

- (a) The responsibility of the unit's owner to pay any such fees, fines, assessments or costs in a timely manner; and
- (b) The association's rights concerning the collection of such fees, fines, assessments or costs if the unit's owner fails to pay the fees, fines, assessments or costs in a timely manner.

Power of Association

The association:

May impose charges for late payment of assessments pursuant to [NRS 116.3115\(3\)](#).(NRS 116.3102)

Any assessment for common expenses or installment thereof that is 60 days or more past due bears interest at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date the assessment becomes past due, plus 2 percent.

The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the balance is satisfied.

Late fees in addition to the interest must be stated within the Association's governing documents

Current prime rate is 3.25% so interest cannot be higher than 5.25%

Power of the Association

Under existing law, a unit-owners' association has a lien on a unit for certain amounts due to the association and may foreclose its lien through a non-judicial foreclosure sale. (NRS 116.3116–116.31168)

Power of the Association

Generally, the association's lien is not prior to a first security interest on the unit recorded before the date on which the amount sought to be enforced became delinquent.

However, the association's lien is prior to the first security interest on the unit to the extent of certain maintenance and abatement charges and a certain amount of assessments for common expenses.

The portion of the association's lien that is prior to the first security interest on the unit is commonly referred to as the "super-priority lien." (NRS 116.3116)

What is a lien?

- ▶ A *lien* is a notice attached to your property telling the world that a creditor claims you owe it some money. A *lien* is typically a public record.



LIEN

- ▶ Lien is technically in existence
 - When the declarant records
 - Obligation to pay assessments
- ▶ It is a lien on the property.
 - Clouds the title
- **NRS 116.3116 Liens against units for assessments.**
 - Recording of the declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.
- ▶ HOA can foreclose upon it.



Liens against units for assessments

A lien for unpaid assessments is extinguished unless a notice of default and election to sell is recorded as required by paragraph (b) of subsection 1 of NRS 116.31162, or judicial proceedings to enforce the lien are instituted, within 3 years after the full amount of the assessments becomes due.

NRS 116.3116 (2)(10) Liens against units for assessments.

Lien

1. An association may charge a unit's owner reasonable fees to cover the costs of collecting any past due obligation.
2. The provisions of this section apply to any costs of collecting a past due obligation charged to a unit's owner, regardless of whether the past due obligation is collected by the association itself or by any person acting on behalf of the association, including, without limitation, an officer or employee of the association, a community manager or a collection agency.

and any costs of collecting a past due obligation charged pursuant to NRS 116.310313 are enforceable as assessments

NRS 116.310313

Super Priority Lien– now till Oct 2015

- ▶ Super Priority Lien– A *portion* of the association's lien is superior to all other liens, including the primary mortgage
- ▶ It includes...
 - 9 months of regular, budgeted assessments
 - Maintenance & abatement costs, reasonable inspection fees, notification and collection costs and interest, be charged against the unit . **NRS 116.310312 (4)**
- ▶ In the Division's opinion, it does not include...
 - Collection costs, fines, late payments or interest (current advisory until 10/1/2015)



Super Priority Lien–Oct 1, 2015

- ▶ Super Priority Lien– A *portion* of the association's lien is superior to all other liens, including the primary mortgage
- ▶ It includes...
 - 9 months of regular, budgeted assessments
 - Maintenance & abatement costs
- ▶ **Section 1** of this bill authorizes a limited amount of the costs of enforcing the association's lien to be included in the super-priority lien.



A lien under this section is prior to all security interests to the extent

(a) Any charges incurred by the association on a unit pursuant to NRS 116.310312

(b) The unpaid amount of assessments, not to exceed an amount equal to assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding [institution of an action to enforce the lien, *the date on which the notice of default and election to sell is recorded pursuant to paragraph (b) of subsection 1 of NRS 116.31162; and*

(c) The costs incurred by the association to enforce the lien in an amount not to exceed the amounts set forth in subsection 5,

Section 1. NRS 116.3116 (3)

Cost incurred by Association

5. The amount of the costs of enforcing the association's lien that are prior to the security interest described in paragraph (b) of subsection 2 must not exceed the actual costs incurred by the association,

Section 1. NRS 116.3116 (5)

Costs of enforcing

Must not include more than one trustee's sale guaranty and must not exceed:

- (a) For a demand or intent to lien letter, \$150.*
- (b) For a notice of delinquent assessment, \$325.*
- (c) For an intent to record a notice of default letter, \$90.*
- (d) For a notice of default, \$400.*
- (e) For a trustee's sale guaranty, \$400.*

Section 1. NRS 116.3116 (5)

* These prices are "in total". Ex two letters of intent may be sent out but the total for both notices is \$90 not \$180

Costs of enforcing

No costs of enforcing the association's lien, other than the costs described in this subsection, and no amount of attorney's fees may be included in the amount of the association's Super Priority lien

Section 1. NRS 116.3116 (5)

Liens against units for assessments

The association, upon written request, shall furnish to a unit's owner a statement setting forth the amount of unpaid assessments against the unit.

If the interest of the unit's owner is real estate or if a lien for the unpaid assessments may be foreclosed under [NRS 116.31162](#) to [116.31168](#), inclusive, the statement must be in recordable form.

The statement must be furnished within 10 business days after receipt of the request and is binding on the association, the executive board and every unit's owner.

NRS 116.3116 Liens against units for assessments. Section 9 (13)

Liens against units for assessments

Unless the declaration otherwise provides, if two or more associations have liens for assessments created at any time on the same property, those liens have equal priority.

NRS 116.3116 (4) (8) Liens against units for assessments.

The Manager Cannot...

Apply a payment of an assessment from a unit's owner towards any fine, fee or other charge that is due

Refuse to accept from a unit's owner payment of any assessment, fine, fee or other charge that is due because of the fact that there is an outstanding payment due

NRS 116A.640(8)(9)
NRS 116.3103



The Association Cannot...

not earlier than 60 days after the obligation becomes past due can an Association begin any collection efforts.



Debt collection agency

An association, a member of the association's executive board, an officer or employee of the association or the community manager of the association is not required to be a licensed debt collection agency or contract with a licensed debt collection agency to collect amounts included in the association's lien until a notice and default and election to sell the unit to enforce the lien is recorded.

Effective Oct 1, 2015 SB306

Cannot Foreclose if

- ▶ Notice Of Default by bank (NRS 116.31162(6)),
 - Owner – occupied housing encumbered by a deed of trust
- ▶ The beneficiary under the deed of trust, the successor in interest of the beneficiary or trustee has recorded a notice of default and election to sell with respect to the unit pursuant to subsection 2 of [NRS 107.080](#); and
- ▶ (c) The trustee of record has not recorded the certificate provided to the trustee pursuant to subparagraph (1) or (2) of paragraph (d) of subsection 2 of [NRS 107.086](#).
- ▶ May not foreclose based on fine or penalty
 - NRS 116.31162(5) Unless imminent threat for a Health, Safety and Welfare of the units' owners or residents of the common-interest community.
 - The penalty is imposed for failure to adhere to a schedule required by NRS 116.310305



Cannot Foreclose if (update)SB 306

- ▶ The association has received notice pursuant of NRS 107.86 that the unit is subject to the Foreclosure Mediation, unless : the trustee of record recorded the certificate provided to the trustee; or
- ▶ The unit's owner has failed to pay to the association any amounts enforceable as assessments that become due during the pendency of foreclosure mediation pursuant to NRS 107.086, other than past due obligations as described in subsection 10 of NRS 107.086.

NRS 116.3112(6)



The association may not foreclose

The association may not foreclose a lien by sale if the association has not mailed a copy of the notice of default and election to sell and a copy of the notice of sale to each holder of a security interest on the unit in the manner and subject to the requirements set forth in subsection 2 of NRS 116.31163 and paragraph (d) of subsection 1 of 116.311635.

Sec. 2. NRS 116.31162 (5)

Foreclosure Steps

- All of the following must be completed before foreclosing on the unit

After 60 Days:

- Notice of Schedule of Fees/Opportunity for hearing

30 Days more:

- ▶ Notice of Delinquent Assessment

30 Days more:

- ▶ Notice of Default.....(app 120 days default)

90 Days:

- ▶ Notice of Sale(app 210 days in default)

- ▶ Sale



Schedule of Fees Due

(a) *Not* earlier than 60 days after the obligation becomes past due, the association mails to the address on file for the unit's owner:

- (1) A schedule of the fees that may be charged if the unit's owner fails to pay the past due obligation;
- (2) A proposed repayment plan; and
- (3) A notice of the right to contest the past due obligation at a hearing before the executive board and the procedures for requesting such a hearing [.] ; *and*

Sec. 2. NRS 116.31162 (4)

Schedule of Fees Due

(b) Within 30 days after the date on which the information described in paragraph (a) is mailed, the past due obligation has not been paid in full or the unit's owner or his or her successor in interest has not entered into a repayment plan or requested a hearing before the executive board.

If the unit's owner or his or her successor in interest requests a hearing or enters into a repayment plan within 30 days after the date on which the information described in paragraph (a) is mailed and is unsuccessful at the hearing or fails to make a payment under the repayment plan within 10 days after the due date, the association may take any lawful action pursuant to subsection 1 to enforce its lien.

Sec. 2. NRS 116.31162 (4)(b)

Notice of Delinquent Assessments

1. Which states the amount of the assessments and other sums which are due in accordance with subsection 1 of NRS 116.3116,
2. A description of the unit against which the lien is imposed and
3. The name of the record owner of the unit.
4. Association will mail by certified or registered mail to unit owner and property address

Notice Of Default & Election to Sell

- ▶ Wait 30 days from Notice of Delinquent Assessment
- ▶ Certified or Registered Mail, Return Receipt Requested to unit owner , property address and any requestor pursuant of NRS116.31168
- ▶ Record at the County Recorder
- ▶ Contents
 - Property listing as Delinquent Assessment
 - Describe the Deficiency in payment
 - Signed by:
 - Name and address of person authorized by the association to enforce the lien by sale (or president if no one is designated)
 - 14 pt type Warning–WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!



Notice of Default and Election to Sell

(1) Describe the deficiency in payment.

(2) State the total amount of the deficiency in payment, with a separate statement of:

(I) The amount of the association's lien that is prior to the first security interest on the unit pursuant to subsection 3 of NRS 116.3116 as of the date of the notice;

(II) The amount of the lien described in sub subparagraph (I) that is attributable to assessments based on the periodic budget adopted by the association pursuant to NRS 116.3115 as of the date of the notice;

(III) The amount of the lien described in sub subparagraph (I) that is attributable to amounts described in NRS 116.310312 as of the date of the notice; and

(IV) The amount of the lien described in sub subparagraph (I) that is attributable to the costs of enforcing the association's lien as of the date of the notice.



Notice of Default & Election to Sell

(3) State that :

(II) If, not later than 5 days before the date of the sale, the holder of the first security interest on the unit satisfies the amount of the association's lien that is prior to that first security interest pursuant to subsection 3 of NRS 116.3116 and, not later than 2 days before the date of the sale, a record of such satisfaction is recorded in the office of the recorder of the county in which the unit is located, the association may foreclose its lien by sale but the sale may not extinguish the first security interest as to the unit.

* 1st Security is securing interest and foreclosure process continues



90 Days to Satisfy Delinquency

Determination of the beginning of 90 days

The period of 90 days begins on the first day following:

The period of 90 days *described in paragraph (c) of subsection 1* begins on the first day following:

- (a) The date on which the notice of default *and election to sell* is recorded; or
- (b) The date on which a copy of the notice of default *and election to sell* is mailed by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest at his or her address, if known, and at the address of the unit, whichever date occurs later.

5 Days Before Sale

- ▶ If the holder of the security interest satisfies the amount of the association's lien that is prior to its security interest not later than 5 days before the date of sale, the sale may not occur unless a record of satisfaction is recorded in the office of the county recorder of the county in which the unit is located not later than 2 days before the sale.

NRS116.31164(2)

Recording of Affidavit

- ▶ By whom: The association or person conducting the sale
- ▶ Filing with the county recorder, the name of each holder of a security interest on the unit which the notice of default and election to sell and the notice of sale was mailed.
- ▶ The address at which the notices were mailed to each such holder of a security interest.
- ▶ NRS116.3116(5)(e)

Notice of Sale

- ▶ Wait 90 days from Notice of Default
- ▶ “Amount necessary to satisfy the lien . . .”
- ▶ Give notice of time and place of sale
- ▶ **Mail Certified** or Registered Mail, Return Receipt Requested
 - To Unit Owner
 - AND to the address of the unit owner, **security interest**
- ▶ “Serve” the unit owner (before posting and publishing)
 - Personally delivering a copy. . .OR
 - Posting on the unit
 - Serve the Ombudsman any purchaser of unit , recorded security interest, if either has notified the association
- NRS 116.311635



Notice of sale must be served:

- ▶ By a person is 18 years or older
- ▶ Who is not party to interested in the sale by personally delivering a copy of the notice to an occupant of the unit who is of suitable age; or
- ▶ By posting a copy of the notice of sale in a conspicuous place on the unit
- ▶ Proof of service of any copy of the notice of sale

NRS 116.31165(2)

Any copy of the notice to sale must include:

- The amount necessary to satisfy the lien as of the date of the proposed sale;
- 14-point bold type warning:

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL (name and telephone number of the contact person for the association). IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT (toll-free telephone number designated by the Division) IMMEDIATELY.

NRS 116.311635 (3)

Proof of Service

a) A certificate of mailing which evidences that the notice was mailed through the United States Postal Service; or

(b) An affidavit of service signed by the person who served the notice stating:

(1) The time of service, manner of service and location of service; and

(2) The name of the person served or, if the notice was not served on a person, a description of the location where the notice was posted on the unit.

Notice of Sale

In the manner and for a time as the sale of real property on execution

- ▶ Record with the County Recorder
- ▶ Post in public places 20 days consecutively
- ▶ Publish in newspaper 3 times for 3 consecutive weeks

Section 4 NRS 116.311635



Procedure for conducting sale

Foreclosure – Actual Sale

- ▶ When: The sale must be made between the hours of 9a.m, and 5 p.m.
- ▶ Where: If unit is located in a county whose population is 100,000, at the courthouse in the county of the unit
- ▶ Where: If the unit is located in a county whose population is 100,000 or more, at the public location in the county designated by the governing body of the county to conduct a sale of real property pursuant NRS107.080
- ▶ By whom: The association, its agent or attorney, or a title company or escrow agent licensed to do business in NV.
- ▶ How: By public auction to the highest cash bidder.

NRS116.31164(2)



Foreclosure – Notice of Postponement

- ▶ The association or other person conducting sale may from time to time postpone the sale
- ▶ Provide reasonable notice, without further advertisement or proclamation made to the persons assembled at the time for the sale
- ▶ If the sale is postponed by oral proclamation, the sale must be postponed to a later date at the same time and locations; and such a date has been postponed by oral proclamation three times, any new sale information must be provided by notice
- ▶ NRS116.31164 (5)(a)

Day of Sale

Person conducting sale **may** sell at public auction to the highest cash bidder.

- ▶ *Except as otherwise provided in this subsection, the person conducting the sale or any entity in which that person holds an interest may not become a purchaser at the sale.*

Unless otherwise provided in declaration or by agreement, the association may purchase the unit and hold, lease, mortgage or convey it.

Association may purchase by credit bid up to the amount of the unpaid assessments

NRS 116.31164(7)

Day of Sale

Person conducting sale shall state to the persons assembled for the sale whether or not the holder of the security interest has satisfied the amount of the association's lien that is prior to that first security interest

NRS 116.31164(6)

Right to Redeem

Every sale of a unit pursuant to NRS 116.31162 to 116.31166 inclusive, vests in the purchaser the title of the unit's owner subject to the right of redemption.

If the holder of the security interest satisfies the amount of the association's lien that is prior to its security interest not later than 5 days before the date of sale, the sale of the unit does not extinguish that security interest to any extent.

NRS116.31166(1)

After the sale

The person conducting sale will after the sale give the purchaser:

1. Description of the unit
2. The bid price for the unit;
3. The whole price for the unit;
4. A statement that the unit is subject to redemption; and record a copy of the certificate in the office of the county in which the unit is located.

NRS116.31166(2)

Redemption

Redeeming the property by paying...

1. The purchaser the amount of purchase price, with interest at rate of 1 percent per month
2. If purchaser is creditor having a prior lien, other than the association's lien, pay amount of lien and interest on the amount
3. Any reasonable amount expended by the purchaser to maintain and repair the unit (without limitation any maintenance, standing water or snow removal; and
4. If the redemptioner is the holder of a recorded security interest on the unit or the holders successor in interest, the amount of the lien before his lien, with interest , but the associations lien under which the unit was sold is not required to be so paid as a lien
5. NRS116.31166(3)(a)

Notice of redemption– Ability to claim proof

Notice of redemption must be served **by the person redeeming the unit** on the person who conducted the sale and on the person from whom the unit is redeemed together with

- A original or certified copy of the deed
- A copy of any documentation necessary to establish the person is successor of the unit's owner
- Any documents to establish that a person is successor of the unit owner
- A copy of any assignment to establish the claim of the person redeeming the unit
- An affidavit by the person redeeming showing the amount then actually due on the lien

NRS116.31166(4)

If redeemed

The effect of the sale is terminated.

The unit owner is restored to his or her interest in the unit, subject to any security interest on the unit that existed at the time of sale

NRS116.31166(5)(a)

“ The person to whom the redemption amount was paid”

Must execute and deliver to the unit's owner a **certificate of redemption**, acknowledged or approved before a person authorized to take acknowledgements of conveyances of real property,

and the certificate must be recorded in the office of the recorder of the county in which the unit is situated

NRS116.31166(5)(b)

If the holder of security interest redeems and redemption period has expired....

The person conducting the sale shall:

Make, execute and, if the amount required to redeem the unit is paid to the person from whom the unit is redeemed, deliver to the person who redeemed a deed without warranty which conveys to the person who redeemed the unit all title of the unit's owner to the unit

Deliver a copy of the deed to the Ombudsman within 30 days after the deed is delivered to the person who redeemed the unit

NRS116.31166(7)

If no redemption is made within 60 days....

Person conducting sale shall:

1. Make, execute and if payment is made, deliver to the **purchaser**, a deed without warranty which conveys to the purchaser all title of unit's owner to the unit
2. Deliver a copy of the deed to the Ombudsman within 30 days after the deed is delivered to the purchaser, or his or her successor

NRS116.31166(7)

Proceeds of the sale

Apply the proceeds of the sale for the following purposes in the following order:

- (1) The reasonable expenses of sale;
- (2) The reasonable expenses of securing possession before sale, holding, maintaining, and preparing the unit for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, and, to the extent provided for by the declaration, reasonable attorney's fees and other legal expenses incurred by the association;
- (3) Satisfaction of the association's lien;
- (4) Satisfaction in the order of priority of any subordinate claim of record; and
- (5) Remittance of any excess to the unit's owner.

NRS116.31164(3)→(7)(b)

Purchaser

- ▶ Purchaser not responsible for proper application of purchase money:

The receipt for the purchase money contained in such a deed is sufficient to discharge the purchaser from obligation to see to the proper application of the purchase money.

- ▶ The sale of a unit pursuant to [NRS 116.31162](#), [116.31163](#) and [116.31164](#) vests in the purchaser the title of the unit's owner without equity or right of redemption. (this section will be removed as of 10/01/2105)

Summary

- Failure to pay assessment
- Notice from the Association of the schedule of fee's, right to hearing, repayment schedule
- Mailing of the notice of delinquent assessment
- The recording of the notice of default and election to sell;
 - (b) The elapsing of the 90 days; and
 - (c) The giving of notice of sale (3 weeks published)
- Sale of unit (4th week) (approximately 240 days from failure to pay)
- 60 days Right of Redemption after sale
- Certificate of Redemption
- Apply the proceeds



Questions?

- ▶ Web Site
 - www.red.nv.gov
- ▶ Phone
 - 702.486.4480/877.829.9907/775.687.4280
- ▶ FAX
 - 702.486.4520/775.687.4868
- ▶ E-Mail
 - Ombclasses@red.state.nv.us
- ▶ Office Locations
 - 2501 East Sahara Ave, Suite 202, Las Vegas, NV 89104
 - 1179 Fairview Drive, Suite E, Carson City, NV 89701



Resource Slides

Division advisory

- ▶ **QUESTION:** Can a community manager who is not a licensed collection agency issue the notices required by NRS 116.31162(4) (added by Senate Bill 280 (2013)) as prerequisite procedures to the foreclosure process?
- ▶ **SHORT ANSWER:** Yes. The activity of a community manager to perform an association's obligations under NRS 116.31162(4) is not an "act associated with the foreclosure of a lien" and would not fall within the definition of "collection agency" in NRS 649.020(3)(a).
- ▶ **ADVISORY CONCLUSION:** Associations must comply with NRS 116.31162(4) prior to initiating any foreclosure proceeding. The actions required by subsection 4 are not part of the foreclosure process and do not have to be performed by a collection agency. Community managers may assist associations in complying with NRS 116.31162(4) without being licensed under NRS 649.

Division advisory

QUESTION #1: Pursuant to NRS 116.3116, may the portion of the association's lien which is superior to a unit's first security interest (referred to as the "super priority lien") contain "costs of collecting" defined by NRS 116.310313?

No. The association's lien does not include "costs of collecting" defined by NRS 116.310313, so the super priority portion of the lien may not include such costs. NRS 116.310313 does not say such charges are a lien on the unit, and NRS 116.3116 does not make such charges part of the association's lien.

Division advisory

QUESTION #2: Pursuant to NRS 116.3116, may the sum total of the super priority lien ever exceed 9 times the monthly assessment amount for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115, plus charges incurred by the association on a unit pursuant to NRS 116.310312?

SHORT ANSWER TO #2: No. The language in NRS 116.3116(2) defines the super priority lien. The super priority lien consists of unpaid assessments based on the association's budget and NRS 116.310312 charges, nothing more. The super priority lien is limited to: (1) 9 months of assessments; and (2) charges allowed by NRS 116.310312. The super priority lien based on assessments may not exceed 9 months of assessments as reflected in the association's budget, and it may not include penalties, fees, late charges, fines, or interest. References in NRS 116.3116(2) to assessments and charges pursuant to NRS 116.310312 define the super priority lien, and are not merely to determine a dollar amount for the super priority lien.

Reference Slides

NRS 116.3115 Assessments for common expenses; funding of adequate reserves; collection of interest on past due assessments; calculation of assessments for particular types of common expenses; notice of meetings regarding assessments for capital improvements.

1. Until the association makes an assessment for common expenses, the declarant shall pay all common expenses. After an assessment has been made by the association, assessments must be made at least annually, based on a budget adopted at least annually by the association in accordance with the requirements set forth in [NRS 116.31151](#). Unless the declaration imposes more stringent standards, the budget must include a budget for the daily operation of the association and a budget for the reserves required by paragraph (b) of subsection 2.

2. Except for assessments under subsections 4 to 7, inclusive, or as otherwise provided in this chapter:

(a) All common expenses, including the reserves, must be assessed against all the units in accordance with the allocations set forth in the declaration pursuant to subsections 1 and 2 of [NRS 116.2107](#).

(b) The association shall establish adequate reserves, funded on a reasonable basis, for the repair, replacement and restoration of the major components of the common elements and any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore. The reserves may be used only for those purposes, including, without limitation, repairing, replacing and restoring roofs, roads and sidewalks, and must not be used for daily maintenance. The association may comply with the provisions of this paragraph through a funding plan that is designed to allocate the costs for the repair, replacement and restoration of the major components of the common elements and any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore over a period of years if the funding plan is designed in an actuarially sound manner which will ensure that sufficient money is available when the repair, replacement and restoration of the major components of the common elements or any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore are necessary. Notwithstanding any provision of the governing documents to the contrary, to establish adequate reserves pursuant to this paragraph, including, without limitation, to establish or carry out a funding plan, the executive board may, without seeking or obtaining the approval of the units' owners, impose any necessary and reasonable assessments against the units in the common-interest community. Any such assessments imposed by the executive board must be based on the study of the reserves of the association conducted pursuant to [NRS 116.31152](#).

3. Any assessment for common expenses or installment thereof that is 60 days or more past due bears interest at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date the assessment becomes past due, plus 2 percent. The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the balance is satisfied.

4. Except as otherwise provided in the governing documents:

(a) Any common expense associated with the maintenance, repair, restoration or replacement of a limited common element must be assessed against the units to which that limited common element is assigned, equally, or in any other proportion the declaration provides;

(b) Any common expense benefiting fewer than all of the units or their owners may be assessed exclusively against the units or units' owners benefited; and

(c) The costs of insurance must be assessed in proportion to risk and the costs of utilities must be assessed in proportion to usage.

5. Assessments to pay a judgment against the association may be made only against the units in the common-interest community at the time the judgment was entered, in proportion to their liabilities for common expenses.

6. If damage to a unit or other part of the common-interest community, or if any other common expense is caused by the willful misconduct or gross negligence of any unit's owner, tenant or invitee of a unit's owner or tenant, the association may assess that expense exclusively against his or her unit, even if the association maintains insurance with respect to that damage or common expense, unless the damage or other common expense is caused by a vehicle and is committed by a person who is delivering goods to, or performing services for, the unit's owner, tenant or invitee of the unit's owner or tenant.

7. The association of a common-interest community created before January 1, 1992, is not required to make an assessment against a vacant lot located within the community that is owned by the declarant.

8. If liabilities for common expenses are reallocated, assessments for common expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated liabilities.

9. The association shall provide written notice to each unit's owner of a meeting at which an assessment for a capital improvement is to be considered or action is to be taken on such an assessment at least 21 calendar days before the date of the meeting.

(Added to NRS by [1991, 562](#); [1993, 2371](#); [1995, 2230](#); [1997, 3119](#), [3120](#); [1999, 3008](#); [2001, 2491](#); [2005, 2603](#); [2009, 1734](#), [2805](#), [2892](#); [2011, 2447](#))

NRS 116.31151 Annual distribution to units' owners of operating and reserve budgets or summaries of such budgets and policy for collection of fees, fines, assessments or costs; ratification of budget.

1. Except as otherwise provided in subsection 2 and unless the declaration of a common-interest community imposes more stringent standards, the executive board shall, not less than 30 days or more than 60 days before the beginning of the fiscal year of the association, prepare and distribute to each unit's owner a copy of:

(a) The budget for the daily operation of the association. The budget must include, without limitation, the estimated annual revenue and expenditures of the association and any contributions to be made to the reserve account of the association.

(b) The budget to provide adequate funding for the reserves required by paragraph (b) of subsection 2 of [NRS 116.3115](#). The budget must include, without limitation:

(1) The current estimated replacement cost, estimated remaining life and estimated useful life of each major component of the common elements and any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore;

(2) As of the end of the fiscal year for which the budget is prepared, the current estimate of the amount of cash reserves that are necessary, and the current amount of accumulated cash reserves that are set aside, to repair, replace or restore the major components of the common elements and any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore;

(3) A statement as to whether the executive board has determined or anticipates that the levy of one or more special assessments will be necessary to repair, replace or restore any major component of the common elements or any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore or to provide adequate funding for the reserves designated for that purpose; and

(4) A general statement describing the procedures used for the estimation and accumulation of cash reserves pursuant to subparagraph (2), including, without limitation, the qualifications of the person responsible for the preparation of the study of the reserves required by [NRS 116.31152](#).

2. In lieu of distributing copies of the budgets of the association required by subsection 1, the executive board may distribute to each unit's owner a summary of those budgets, accompanied by a written notice that:

(a) The budgets are available for review at the business office of the association or some other suitable location within the county where the common-interest community is situated or, if it is situated in more than one county, within one of those counties but not to exceed 60 miles from the physical location of the common-interest community; and

(b) Copies of the budgets will be provided upon request.

3. Within 60 days after adoption of any proposed budget for the common-interest community, the executive board shall provide a summary of the proposed budget to each unit's owner and shall set a date for a meeting of the units' owners to consider ratification of the proposed budget not less than 14 days or more than 30 days after the mailing of the summaries. Unless at that meeting a majority of all units' owners, or any larger vote specified in the declaration, reject the proposed budget, the proposed budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the units' owners must be continued until such time as the units' owners ratify a subsequent budget proposed by the executive board.

4. The executive board shall, at the same time and in the same manner that the executive board makes the budget available to a unit's owner pursuant to this section, make available to each unit's owner the policy established for the association concerning the collection of any fees, fines, assessments or costs imposed against a unit's owner pursuant to this chapter. The policy must include, without limitation:

(a) The responsibility of the unit's owner to pay any such fees, fines, assessments or costs in a timely manner; and

(b) The association's rights concerning the collection of such fees, fines, assessments or costs if the unit's owner fails to pay the fees, fines, assessments or costs in a timely manner.

(Added to NRS by [1999, 2993](#); A [2003, 2241](#); [2005, 2605](#); [2009, 1205](#), [1735](#), [2806](#))

NRS 116.3102 Powers of unit-owners' association; li

1. Except as otherwise provided in this chapter, and subject to the provisions of the declaration, the association: **limitations.**

(k) May impose charges for late payment of assessments pursuant to [NRS 116.3115](#).

(l) May impose construction penalties when authorized pursuant to [NRS 116.310305](#).

(m) May impose reasonable fines for violations of the governing documents of the association only if the association complies with the requirements set forth in [NRS 116.31031](#).

(n) May impose reasonable charges for the preparation and recordation of any amendments to the declaration or any statements of unpaid assessments, and impose reasonable fees, not to exceed the amounts authorized by [NRS 116.4109](#), for preparing and furnishing the documents and certificate required by that section.

NRS 116.3115 Assessments for common expenses; funding of adequate reserves; collection of interest on past due assessments; calculation of assessments for particular types of common expenses; notice of meetings regarding assessments for capital improvements.

1. Until the association makes an assessment for common expenses, the declarant shall pay all common expenses. After an assessment has been made by the association, assessments must be made at least annually, based on a budget adopted at least annually by the association in accordance with the requirements set forth in [NRS 116.31151](#). Unless the declaration imposes more stringent standards, the budget must include a budget for the daily operation of the association and a budget for the reserves required by paragraph (b) of subsection 2.

2. Except for assessments under subsections 4 to 7, inclusive, or as otherwise provided in this chapter:

(a) All common expenses, including the reserves, must be assessed against all the units in accordance with the allocations set forth in the declaration pursuant to subsections 1 and 2 of [NRS 116.2107](#).

(b) The association shall establish adequate reserves, funded on a reasonable basis, for the repair, replacement and restoration of the major components of the common elements and any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore. The reserves may be used only for those purposes, including, without limitation, repairing, replacing and restoring roofs, roads and sidewalks, and must not be used for daily maintenance. The association may comply with the provisions of this paragraph through a funding plan that is designed to allocate the costs for the repair, replacement and restoration of the major components of the common elements and any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore over a period of years if the funding plan is designed in an actuarially sound manner which will ensure that sufficient money is available when the repair, replacement and restoration of the major components of the common elements or any other portion of the common-interest community that the association is obligated to maintain, repair, replace or restore are necessary. Notwithstanding any provision of the governing documents to the contrary, to establish adequate reserves pursuant to this paragraph, including, without limitation, to establish or carry out a funding plan, the executive board may, without seeking or obtaining the approval of the units' owners, impose any necessary and reasonable assessments against the units in the common-interest community. Any such assessments imposed by the executive board must be based on the study of the reserves of the association conducted pursuant to [NRS 116.31152](#).

3. Any assessment for common expenses or installment thereof that is 60 days or more past due bears interest at a rate equal to the prime rate at the largest bank in Nevada as ascertained by the Commissioner of Financial Institutions on January 1 or July 1, as the case may be, immediately preceding the date the assessment becomes past due, plus 2 percent. The rate must be adjusted accordingly on each January 1 and July 1 thereafter until the balance is satisfied.

NRS 116.3115 Assessments for common expenses; funding of adequate reserves; collection of interest on past due assessments; calculation of assessments for particular types of common expenses; notice of meetings regarding assessments for capital improvements.

4. Except as otherwise provided in the governing documents:

(a) Any common expense associated with the maintenance, repair, restoration or replacement of a limited common element must be assessed against the units to which that limited common element is assigned, equally, or in any other proportion the declaration provides;

(b) Any common expense benefiting fewer than all of the units or their owners may be assessed exclusively against the units or units' owners benefited; and

(c) The costs of insurance must be assessed in proportion to risk and the costs of utilities must be assessed in proportion to usage.

5. Assessments to pay a judgment against the association may be made only against the units in the common-interest community at the time the judgment was entered, in proportion to their liabilities for common expenses.

6. If damage to a unit or other part of the common-interest community, or if any other common expense is caused by the willful misconduct or gross negligence of any unit's owner, tenant or invitee of a unit's owner or tenant, the association may assess that expense exclusively against his or her unit, even if the association maintains insurance with respect to that damage or common expense, unless the damage or other common expense is caused by a vehicle and is committed by a person who is delivering goods to, or performing services for, the unit's owner, tenant or invitee of the unit's owner or tenant.

7. The association of a common-interest community created before January 1, 1992, is not required to make an assessment against a vacant lot located within the community that is owned by the declarant.

8. If liabilities for common expenses are reallocated, assessments for common expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated liabilities.

9. The association shall provide written notice to each unit's owner of a meeting at which an assessment for a capital improvement is to be considered or action is to be taken on such an assessment at least 21 calendar days before the date of the meeting.

(Added to NRS by [1991, 567](#); A [1993, 2371](#); [1995, 2230](#); [1997, 3119, 3120](#); [1999, 3008](#); [2001, 2491](#); [2005, 2603](#); [2009, 1734, 2805, 2892](#); [2011, 2447](#))

NAC 116.470 Fees and costs for collection of past due obligations of unit's owner. ([NRS 116.310313](#), [116.615](#))

2. An association or a person acting on behalf of an association to collect a past due obligation of a unit owner, which exceed the following amounts:

(a) Demand or intent to lien letter.....	\$150
(b) Notice of delinquent assessment lien.....	325
(c) Intent to notice of default letter.....	90
(d) Notice of default.....	400
(e) Intent to notice of sale letter.....	90
(f) Notice of sale.....	275
(g) Intent to conduct foreclosure sale.....	25
(h) Conduct foreclosure sale.....	125
(i) Prepare and record transfer deed.....	125
(j) Payment plan agreement - One-time set-up fee.....	30
(k) Payment plan breach letter.....	25
(l) Release of notice of delinquent assessment lien.....	30
(m) Notice of rescission fee.....	30
(n) Bankruptcy package preparation and monitoring.....	100
(o) Mailing fee per piece for demand or intent to lien letter, notice of delinquent assessment lien, notice of default and notice of sale.....	2
(p) Insufficient funds fee.....	20
(q) Escrow payoff demand fee.....	150
(r) Substitution of agent document fee.....	25
(s) Postponement fee.....	75
(t) Foreclosure fee.....	150

NRS 21.130 Notice of sale under execution; separate notice for residential foreclosure.

1. Before the sale of property on execution, notice of the sale, in addition to the notice required pursuant to [NRS 21.075](#) and [21.076](#), must be given as follows:

(a) In cases of perishable property, by posting written notice of the time and place of sale in three public places at the township or city where the sale is to take place, for such a time as may be reasonable, considering the character and condition of the property.

(b) In case of other personal property, by posting a similar notice in three public places of the township or city where the sale is to take place, not less than 5 or more than 10 days before the sale, and, in case of sale on execution issuing out of a district court, by the publication of a copy of the notice in a newspaper, if there is one in the county, at least twice, the first publication being not less than 10 days before the date of the sale.

(c) In case of real property, by:

(1) Personal service upon each judgment debtor or by registered mail to the last known address of each judgment debtor and, if the property of the judgment debtor is operated as a facility licensed under [chapter 449](#) of NRS, upon the State Board of Health;

(2) Posting a similar notice particularly describing the property, for 20 days successively, in three public places of the township or city where the property is situated and where the property is to be sold;

(3) Publishing a copy of the notice three times, once each week, for 3 successive weeks, in a newspaper, if there is one in the county. The cost of publication must not exceed the rate for legal advertising as provided in [NRS 238.070](#). If the newspaper authorized by this section to publish the notice of sale neglects or refuses from any cause to make the publication, then the posting of notices as provided in this section shall be deemed sufficient notice. Notice of the sale of property on execution upon a judgment for any sum less than \$500, exclusive of costs, must be given only by posting in three public places in the county, one of which must be the courthouse;

(4) Recording a copy of the notice in the office of the county recorder; and

(5) If the sale of property is a residential foreclosure, posting a copy of the notice in a conspicuous place on the property. In addition to the requirements of [NRS 21.140](#), the notice must not be defaced or removed until the transfer of title is recorded or the property becomes occupied after completion of the sale, whichever is earlier.

2. If the sale of property is a residential foreclosure, the notice must include, without limitation:

(a) The physical address of the property; and

(b) The contact information of the party who is authorized to provide information relating to the foreclosure status of the property.

3. If the sale of property is a residential foreclosure, a separate notice must be posted in a conspicuous place on the property and mailed, with a certificate of mailing issued by the United States Postal Service or another mail delivery service, to any tenant or subtenant, if any, other than the judgment debtor, in actual occupation of the premises not later than 3 business days after the notice of the sale is given pursuant to subsection 1. The separate notice must be in substantially the following form:

NRS 21.130 Notice of sale under execution; separate notice for residential foreclosure.

NOTICE TO TENANTS OF THE PROPERTY

Foreclosure proceedings against this property have started, and a notice of sale of the property to the highest bidder has been issued.

You may either: (1) terminate your lease or rental agreement and move out; or (2) remain and possibly be subject to eviction proceedings under [chapter 40](#) of the Nevada Revised Statutes. Any subtenants may also be subject to eviction proceedings.

Between now and the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the landlord.

After the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the successful bidder, in accordance with [chapter 118A](#) of the Nevada Revised Statutes.

Under the Nevada Revised Statutes, eviction proceedings may begin against you after you have been given a notice to quit.

If the property is sold and you pay rent by the week or another period of time that is shorter than 1 month, you should generally receive notice after not less than the number of days in that period of time.

If the property is sold and you pay rent by the month or any other period of time that is 1 month or longer, you should generally receive notice at least 60 days in advance.

Under Nevada Revised Statutes 40.280, notice must generally be served on you pursuant to [chapter 40](#) of the Nevada Revised Statutes and may be served by:

- (1) Delivering a copy to you personally in the presence of a witness;
- (2) If you are absent from your place of residence or usual place of business, leaving a copy with a person of suitable age and discretion at either place and mailing a copy to you at your place of residence or business; or
- (3) If your place of residence or business cannot be ascertained, or a person of suitable age or discretion cannot be found there, posting a copy in a conspicuous place on the leased property, delivering a copy to a person residing there, if a person can be found, and mailing a copy to you at the place where the leased property is.

If the property is sold and a landlord, successful bidder or subsequent purchaser files an eviction action against you in court, you will be served with a summons and complaint and have the opportunity to respond. Eviction actions may result in temporary evictions, permanent evictions, the awarding of damages pursuant to Nevada Revised Statutes 40.360 or some combination of those results.

Under the Justice Court Rules of Civil Procedure:

- (1) You will be given at least 10 days to answer a summons and complaint;
 - (2) If you do not file an answer, an order evicting you by default may be obtained against you;
 - (3) A hearing regarding a temporary eviction may be called as soon as 11 days after you are served with the summons and complaint; and
 - (4) A hearing regarding a permanent eviction may be called as soon as 20 days after you are served with the summons and complaint.
4. The sheriff shall not conduct a sale of the property on execution or deliver the judgment debtor's property to the judgment creditor if the judgment debtor or any other person entitled to notice has not been properly notified as required in this section and [NRS 21.075](#) and [21.076](#).
 5. As used in this section, "residential foreclosure" means the sale of a single family residence pursuant to [NRS 40.430](#). As used in this subsection, "single family residence" means a structure that is comprised of not more than four units

NRS 21.140 Penalties for selling without notice; defacing notice.

1. An officer selling without the notice prescribed by [NRS 21.075](#), [21.076](#) and [21.130](#) forfeits \$500 to the aggrieved party, in addition to the party's actual damages.

2. It is unlawful for a person to willfully take down or deface the notice posted pursuant to [NRS 21.130](#), if done before the sale or, if the judgment is satisfied before sale, before the satisfaction of the judgment. In addition to any other penalty, any person who violates this subsection shall forfeit \$500 to the aggrieved party.

[1911 CPA § 349; RL § 5291; NCL § 8847]—(NRS A [1989, 1138](#); [2009, 2783](#))

NRS 21.150 Conduct of sales of real and personal property under execution: Place and time; who may not be purchasers; sales of parcels; directions of judgment debtor.

All sales of property under execution shall be made at auction to the highest bidder, and shall be made between the hours of 9 a.m. and 5 p.m. After sufficient property has been sold to satisfy the execution, no more shall be sold. Neither the officer holding the execution nor the officer's deputy shall become a purchaser or be interested in any purchase at such sale. When the sale is of personal property capable of manual delivery, it shall be in view of those who attend the sale and be sold in such parcels as are likely to bring the highest price; and when the sale is of real property and consisting of several known lots or parcels, they shall be sold separately, or when a portion of such real property is claimed by a third person and the third party requires it to be sold separately, such portion shall be thus sold. All sales of real property shall be made at the courthouse of the county in which the property or some part thereof is situated. If the land to be sold under execution consists of a single parcel, or two or more contiguous parcels, situated in two or more counties, notice of the sale must be posted and published in each of such counties, as provided in this chapter. The judgment debtor, if present at the sale, may also direct the order in which property, real or personal, shall be sold. When such property consists of several known lots or parcels, or of articles which can be sold to advantage separately, the sheriff shall be bound to follow such directions.

[1911 CPA § 350; RL § 5292; NCL § 8848]

NRS 21.160 Proceedings after purchaser refuses to pay amount bid

- 1. If a purchaser refuses to pay the amount bid by the purchaser for property struck off to the purchaser at a sale under execution, the officer may again sell the property to the highest bidder, after again giving the notice hereinbefore provided.
 - 2. If any loss be occasioned from the purchaser refusing to pay his or her bid, the officer may recover the amount of such loss, with costs, for the benefit of the party aggrieved, by motion upon previous notice of 5 days to such purchaser, before any court of competent jurisdiction.
 - 3. Such court shall proceed in a summary manner in the hearing and disposition of such motion, and give judgment and issue execution therefor forthwith, but the refusing purchaser may claim a jury. And the same proceedings may be had against any subsequent purchaser who shall refuse to pay, and the officer may, in his or her discretion, thereafter reject the bid of any person so refusing.
 - 4. Subsections 1, 2 and 3 shall not be construed to make the officer liable for any more than the amount bid by the second or subsequent purchaser and the amount collected from the purchaser refusing to pay.
- [1911 CPA § 351; RL § 5293; NCL § 8849] + [1911 CPA § 352; RL § 5294; NCL § 8850] + [1911 CPA § 353; RL § 5295; NCL § 8851]

NRS 21.170 Delivery of personal property capable of manual delivery to purchaser; certificate of sale.

When the purchaser of any personal property capable of manual delivery shall pay the purchase money, the officer making the sale shall deliver to the purchaser the property, and if desired shall execute and deliver to the purchaser a certificate of the sale and payment. Such certificate shall convey to the purchaser all the right, title and interest which the debtor had in and to such property on the day the execution was levied.

[1911 CPA § 354; RL § 5296; NCL § 8852]

The association or other person conducting the sale shall also, after the expiration of the

90-day period described in paragraph (c) of subsection 1 of NRS 116.31162 and before selling the unit
give notice of the time and place of the sale, *by recording the notice of sale and by:*

(a) Posting a similar notice particularly describing the unit, for 20 days consecutively, in a public place in the county where the unit is situated;

(b) Publishing a copy of the notice three times, once each week for 3 consecutive weeks, in a newspaper of general circulation in the county where the unit is situated;

(c) Notifying the unit's owner or his or her successor in

A copy of the notice of sale must be mailed

- ▶ A copy of the notice of sale must be served, on or before
- ▶ the date of first publication or posting,
- ▶ Section 4 NRS 116.311635