

DOC # 727273  
07/23/2008 09:59AM Deputy: EM  
OFFICIAL RECORD  
Requested By:  
FIRST AMERICAN NATIONAL  
Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 2 Fee: 15.00  
BK-708 PG-4688 RPTT: 0.00

When Recorded Mail to:  
Nevada Association Services, Inc.  
6224 W. Desert Inn Road, Suite A  
Las Vegas, NV 89146



## First American Title

APN# 1220-16-310-021

Trustee's Sale #: N25846

First American Title Nevada/NDTS

Property Address 1271 Redwood Circle #5

9815345 AJ

### NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

#### IMPORTANT NOTICE

### **WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION and you may have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice of default was mailed to you. The date this document was mailed to you appears in this notice.

This amount is \$6,057.70 as of 7/18/2008 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property or pay other obligations as required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions, the Sequoia Village Townhouses, Phase I (the Association) may insist that you do so in order to reinstate your account in good standing. In addition, the Association may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums.

Upon request, this office will mail you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Association may mutually agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your Association permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your Association.

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of Sequoia Village Townhouses, Phase 1, 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (775) 322-8005 or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of assessment on your property.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION SERVICES, INC. is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Diana P. Barwis, dated 2/26/2008, and recorded on 03/06/2008 as instrument number 0719135 in the official records of Douglas County, Nevada, executed by Sequoia Village Townhouses, Phase 1, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on 11/14/1979, as instrument number 38712 BK 1179, as security has occurred in that the payments have not been made of homeowner's assessments due from 01/01/2007 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

That by reason thereof, the Association has executed and delivered to said agent a written authorization, and has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby immediately due and payable and elects to cause the property to be sold to satisfy the obligations.

Nevada Associations Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale. Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose. Legal Description: Exhibit A in the County of Douglas

Dated: 7/18/2008

*Shea Watkins*

By: Shea Watkins, of Nevada Association Services on behalf of Sequoia Village Townhouses, Phase 1

STATE OF NEVADA            )  
COUNTY OF CLARK         )

On 7/18/2008, before me, Anisha Delgadillo, personally appeared Shea Watkins personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

(Seal)

(Signature)



*Anisha Delgadillo*



BK-708  
PG-4689