**DOUGLAS COUNTY, NV** 

2019-937840

Rec:\$35.00 \$35.00

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11/08/2019 08:22 AM

REAL PROPERTY SUPPORT LLC KAREN ELLISON, RECORDER

When Recorded Mail To: Nevada Association Services, Inc. 6625 S. Valley View Blvd. Suite 300 Las Vegas, NV 89118 (702) 804-8885

APN: 1220-16-310-045

TS No.: N83657

Property Address: 1296 Redwood Circle #5 Gardnerville, NV 89460

## NOTICE OF DEFAULT AND ELECTION TO SELL UNDER NOTICE OF **DELINQUENT ASSESSMENT 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 on this notice.

Total Amount of Deficiency as of 11/7/2019:	\$4,950.71
Total Amount of Deficiency that is prior to first security interest as of 11/7/2019:	\$4,012.61
Amount of Priority Amount attributable to budgeted assessments as of 11/7/2019:	\$2,747.61
Amount of Priority attributable to costs of collection as of 11/7/2019:	\$1,265.00
Amount of Priority Amount attributable to amounts of NRS 116.310312 (if	\$0.00
applicable) as of 11/7/2019:	Ψ0.00

- If the holder of the first security interest on the unit does not satisfy the amount of the association's a) lien that is prior to that first security interest pursuant to subsection 3 of NRS 116.3116, the association may foreclose its lien by sale and that the sale may extinguish the first security interest as the to the unit, and
- If, not later than 5 days before the date of the sale, the holder of the first security interest on the unity 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.

TS Number: N83657

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, Sequoia Village Townhouses, Phase 1 (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 your 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, 6625 S. Valley View Blvd. Suite 300, Las Vegas, NV 89118. The phone number is (702) 804-8885 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 David William Hutton and recorded on 7/25/2019 as document no. 2019-932557 book page in the official records of Douglas County, Nevada, executed by Sequoia Village Townhouses, Phase 1, and as amended, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on 11/14/1979 as document no. 38712 book no. 1179 page, as security has occurred in that the payments have not been made of homeowner's assessments due from 3/1/2019 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 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 due and payable and elects to cause the property to be sold to satisfy the obligations.

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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.

Nevada Associations Services, Inc., whose address is 6625 S. Valley View Blvd. Suite 300, Las Vegas, NV 89118 is authorized by the association to enforce the lien by sale.

Legal Description: Unit No., Lot <u>61</u>, Tract No. <u>SEQUOIA VILLAGE</u>, <u>Block H</u>, Book No. Page(s), in the County of Douglas, State of Nevada.

DATE: November 7, 2019

By Heather Henderson, of Nevada Association Services, Inc. on behalf of Sequoia Village Townhouses, Phase 1

STATE OF NEVADA COUNTY OF CLARK

On 11/7/2019 before me, Olivia Kellogg, a Notary Public, personally appeared Heather Henderson known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year first above written.

Signature (Seal)
Olivia Kellogg, Notary Public

OLIVIA KELLOGG
Notary Public, State of Nevada
No. 19-1690-1
My Appt. Exp. March 7, 2023

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. Please be advised that this document constitutes neither a demand for payment of the referenced debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. This notice is being sent to any such parties merely to comply with applicable state law governing foreclosure of liens pursuant to Chapter 116 of Nevada Revised Statutes