

DOC #5155507

03/19/2021 02:57:51 PM

Electronic Recording Requested By
WESTERN TITLE

Washoe County Recorder

Kalie M. Work

Fee: \$43.00 RPTT: \$0

Page 1 of 18

**APN: 550-502-22 AND 550-512-01
and a portion of 550-502-13**

RPTT: None

Escrow no. 118305-PAH

**When Recorded Mail To and
Mail Tax Statements To:**

Washoe County School District

14101 Old Virginia Road

Reno, Nevada 89521

Attn:

The undersigned hereby affirms that this document submitted for recording does not contain the personal information of any person or persons per N.R.S. 239B.030.

**GRANT BARGAIN AND SALE DEED
WITH DECLARATION OF DEED RESTRICTIONS**

SKY VISTA HOMEOWNERS ASSOCIATION, a Nevada nonprofit corporation, as the Grantor (hereinafter referred to as "**Association**" or "**Grantor**"), does hereby grant, bargain, sell, and convey unto **WASHOE COUNTY SCHOOL DISTRICT**, a federal and state regulated educational agency whose address is 425 East Ninth Street, Reno, Nevada 89520 as the Grantee (hereinafter referred to as "**WCSD**" or "**Grantee**"), certain real property in the County of Washoe, State of Nevada (hereinafter referred to as the "**Property**") described on Exhibit "A" attached hereto and incorporated herein by this reference.

TOGETHER WITH the tenements, hereditaments and appurtenances thereto belonging or appertaining, or otherwise associated with the Property.

RESERVING UNTO Grantor, and its successors and assigns, a non-exclusive easement for public pedestrian access, ingress and egress over the Property.

ALSO RESERVING THEREFROM AND IT BEING EXPRESSLY AGREED that the Grantor hereby specifically conveys a determinable fee to the Property and reserves in and for the benefit of Grantor a possibility of reverter. For a period of fifty (50) years following the date this deed is recorded, the Property shall be subject to a restrictive covenant running in favor of Grantor as follows: (i) the Property shall be used only in conjunction the operation of a public or private elementary or middle school located upon Washoe County Assessor's Parcel Number APN 550-020-05 and for no other purpose; and (ii) if at any time during the fifty (50) years following the date of recordation of this deed, the Property ceases to be used in conjunction with the operation

of a public or private elementary or middle school for twenty four (24) consecutive months, title to the Property shall automatically revert to Grantor.

IT BEING FURTHER AGREED that Grantee does hereby acknowledge and accept the Property in its "where is and as is" condition "with all faults" and subject to the reservations and limitations described above and the Declaration of Deed Restrictions attached hereto as Exhibit "B".

SUBJECT ONLY TO:

1. General and special taxes and assessments for the current fiscal tax year and any and all unpaid bonds and/or assessments.
2. All covenants, conditions, restrictions, reservations, rights, right-of-way and easements set forth in that certain Amended Declaration of Covenants, Conditions, and Restrictions for Sky Vista, recorded July 15, 1997 in the Office of the Recorder of Washoe County, Nevada as Document No. 2117163, as subsequently amended by document recorded June 18, 1999 as Document No. 2352249 ("**Declaration**"); provided, however, the Property shall no longer be considered common area of Grantor, Grantee shall not be a member of Grantor, the Property will not be subject to assessment by Grantor, Grantee shall have no voting rights in the Sky Vista Homeowners' Association, and Grantee shall have no right to enforce the Declaration against any individual member, officer, director or manager of Grantor.
3. All additional covenants, conditions and restrictions set forth in Exhibit "B" attached hereto ("**Declaration of Deed Restrictions**"), which are hereby incorporated by reference and made a part hereof, which Declaration of Deed Restrictions shall run with title to the Property and be binding upon Grantee, its successors-in-interest and assigns, and all others holding any interest in the Property, whether now or in the future.
4. All other matters of record or apparent.

[Signatures, and Notary blocks continued on following pages]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed on the date hereinafter written.

Dated as of 03-04-21, 2021.

Grantor:

Sky Vista Homeowners Association,
a Nevada nonprofit corporation

By: Frances L. Scheele
President Frances L Scheele

By: Bonnie Gaskin
Secretary Bonnie Gaskin

Acknowledged and accepted:

Washoe County School District, a federal
and state regulated educational agency

By: Petr Ekhart

Name: Petr Ekhart

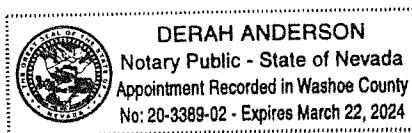
Title: Chief Operating Officer

STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the 1 day of March, 2021, before me, a notary public in and for said State, personally appeared and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Darah Anderson
NOTARY PUBLIC

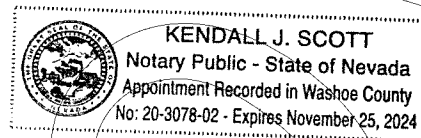


STATE OF NEVADA)
 : ss.
 COUNTY OF WASHOE)

On the 1 day of March, 2021, before me, a notary public in and for said State, personally appeared Peter Etchart and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Kendall J. Scott
 NOTARY PUBLIC



STATE OF NEVADA)
 : ss.
 COUNTY OF WASHOE)

On the 4th day of March, 2021, before me, a notary public in and for said State, personally appeared Frances Schae and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Derah Anderson
 NOTARY PUBLIC

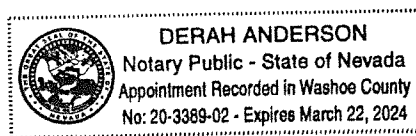


EXHIBIT "A"

All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

PROPERTY A:

All that certain real property situate within a portion of the Southwest One-Quarter (SW 1/4) of Section Five (5), Township Twenty (20) North, Range Nineteen (19) East, Mount Diablo Meridian, City of Reno, County of Washoe, State of Nevada, further described as being a portion of Parcel B per the Parcel Map for "ERGS, Inc. a Nevada Corporation," recorded as Parcel Map No. 5040, on November 4, 2010, as File No. 3939961, and a portion of Parcel C Common Area per the Official Plat of "Sky Vista Village 11D Subdivision" recorded as Subdivision Tract Map No. 4150, on December 17, 2020, as File No. 2777699, both filed in the Official Records of Washoe County, Nevada, and being more particularly described as follows:

BEGINNING at the southwesterly corner of said Parcel C Common Area;
THENCE departing said southwesterly corner and along the westerly line of said Parcel C Common Area, North $01^{\circ} 48' 36''$ East a distance of 681.81 feet to the beginning of a tangent curve to the left;
THENCE departing said westerly line, 43.13 feet along the arc of a 27.50 foot radius curve through a central angle of $89^{\circ} 51' 15''$ to the southerly right-of-way of Silver Lake Road;
THENCE along said southerly right-of-way, South $88^{\circ} 02' 39''$ East a distance of 27.43 feet;
THENCE continuing along said southerly right-of-way, North $89^{\circ} 19' 33''$ East a distance of 76.38 feet to the beginning of a non-tangent curve to the left;
THENCE departing said southerly right-of-way, from a radial line which bears South $00^{\circ} 40' 27''$ East, 42.00 feet along the arc of a 27.50 foot radius curve through a central angle of $87^{\circ} 30' 57''$ to the easterly line of said Parcel C Common Area;
THENCE along said easterly line, South $01^{\circ} 48' 36''$ West a distance of 532.83 feet to the southwesterly corner of Lot 114 per said Tract Map No. 4150, being marked by a found $5/8''$ rebar and cap stamped "PLS 4787;"
THENCE departing said corner and along the southerly line of said Lot 114, North $76^{\circ} 11' 06''$ East a distance of 113.42 feet to the westerly right-of-way of Moonset Court, also being the beginning of a non-tangent curve to the left;
THENCE along said westerly right-of-way, from a radial line which bears North $76^{\circ} 11' 06''$ East, 38.13 feet along the arc of a 218.00 foot radius curve through a central angle of $10^{\circ} 01' 14''$ to the northeasterly corner of Lot 115 per said Tract Map No. 4150;
THENCE departing said corner and along the northwesterly line of Lot 115 and

Lot 116 per said Tract Map No. 4150, South 49° 35' 38" West a distance of 165.60 feet;

THENCE continuing along the northwesterly line of said Lot 116, South 01° 48' 36" West a distance of 35.89 feet to the southeasterly corner of said Parcel C Common Area;

THENCE departing said corner and along the southerly line of said Parcel C Common Area, North 88° 11' 24" West a distance of 50.00 feet to the POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in that certain document recorded in the office of the County Recorder of Washoe County, Nevada on March 10, 2021, as Document No. 5151409 of Official Records.

Reference is made to Parcel C-1 Common Area, as shown on Record of Survey No. 6237, recorded March 10, 2021, as Document No. 5151410, Official Records.

PROPERTY B:

Parcels of land situate within the South one-half of Section 5, T.20N., R.19E., M.D.M., Washoe County, Nevada, more particularly described as follows:

Common Area "A" as shown on the plat of Sky Vista Village 11C Subdivision, recorded on February 28, 2003, as Tract Map 4176A, Document No. 2813476, Official Records of Washoe County, Nevada.

Assessor's Parcel Number(s):
550-502-13, 22& 550-512-01,
Portion 550-020-34

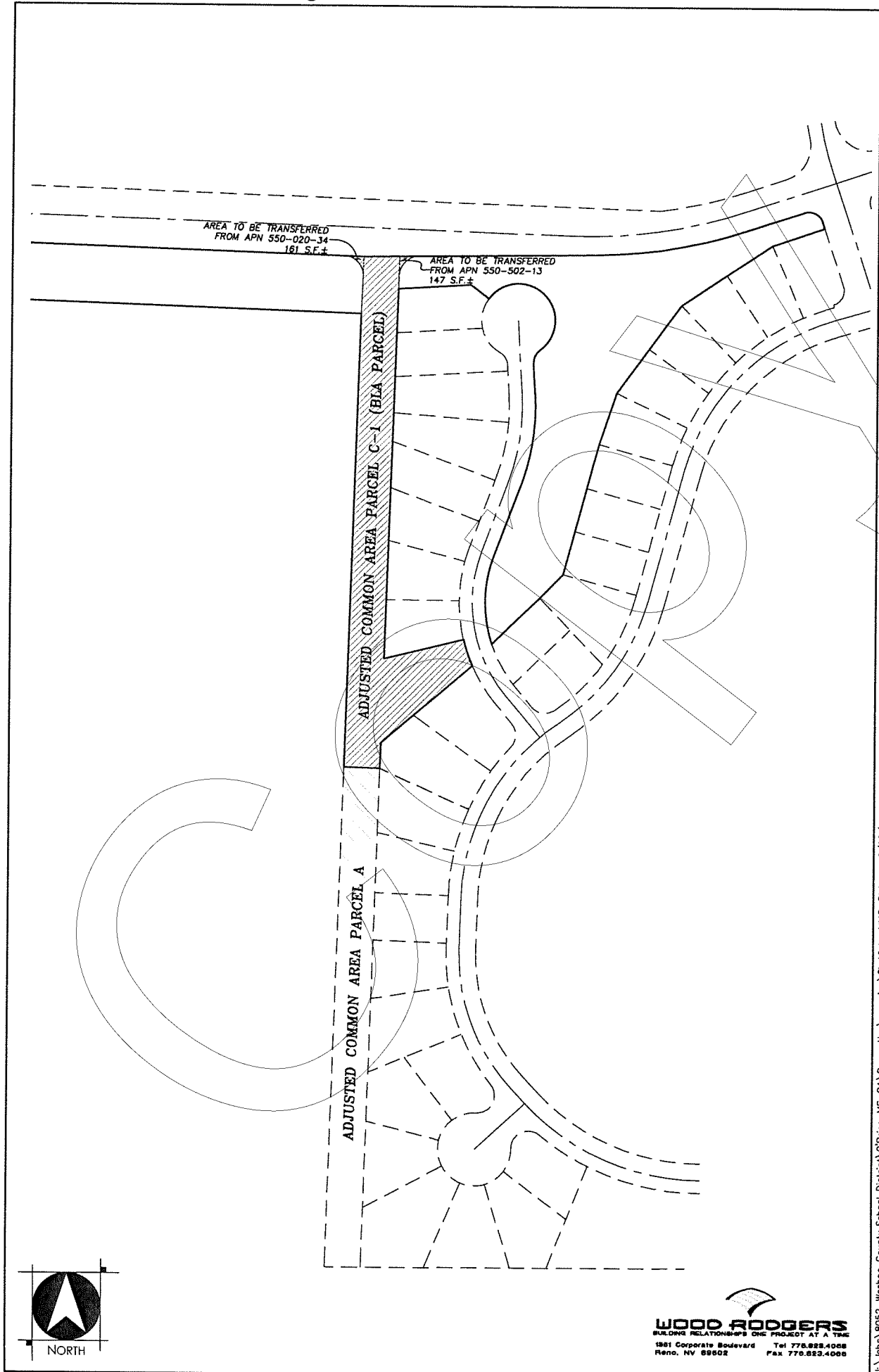


EXHIBIT "B"**DECLARATION OF DEED RESTRICTIONS**

This **Declaration of Deed Restrictions**, is made as of the date of recording of the Grant Bargain and Sale Deed ("**GBS Deed**") to which this Declaration of Deed Restrictions is attached, by the SKY VISTA HOMEOWNERS ASSOCIATION, a Nevada corporation ("**Grantor**"), and is acknowledged and agreed to by the WASHOE COUNTY SCHOOL DISTRICT, a federal and state regulated educational agency ("**Grantee**"). This Declaration of Deed Restrictions encumbers, affects, and runs with title to the "**Property**" as described in Exhibit "A" to the Grant Bargain and Sale Deed ("**GBS Deed**") to which this Declaration of Deed Restrictions is attached.

RECITALS

The covenants, conditions, limitations, restrictions, and use restrictions set forth in this Declaration of Deed Restrictions, are intended to run with the land and bind the Property, and shall inure to the benefit of Grantor, its successors and assigns. The Amended Declaration of Covenants, Conditions and Restrictions for Sky Vista, (as more particularly identified as the "Declaration" in the body of the GBS Deed) and this Declaration of Deed Restrictions, are collectively referred to as the "**CC&Rs**." Grantor and Grantee intend that the development, construction, improvement, alteration, use, and ownership of each and every portion of the Property, and the activities of all persons on the Property, and/or any portion thereof, shall comply with the CC&Rs, and with all applicable laws and legal authority, including, but not necessarily limited to, Nevada and/or federal laws or regulations, ordinances of the City of Reno and/or Washoe County, including the Washoe County General Plan, the Sky Vista Final Planned Unit Development Plan as amended and recorded March 3, 2003 in the Official Records of Washoe County as Document No. 2816015, and all covenants and conditions set forth in the recorded subdivision tract maps for the Property (collectively, "Laws").

NOW, THEREFORE, Grantor hereby declares that all of the Property shall be held, encumbered, hypothecated, used, and improved subject to the Declaration, and subject further to the protective covenants, conditions, restrictions, reservations, and easements set forth in this Declaration of Deed Restrictions, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Property, and in furtherance of the protection, maintenance, improvement, and use of the Property and all portions thereof. The protective covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall run with and burden the Property and shall be binding upon all persons having or acquiring any right, title or interest in the Property, or any part thereof, their heirs, successors in interest and assigns; shall inure to the benefit of every portion of the Property and any interest therein; and shall inure to the benefit of and be binding upon, and may be enforced by Grantor, its successors in interest and assigns. All acts of Grantor may be exercised by a majority of its Board of Directors in accordance with NRS 116.3103.

ARTICLE I
USE AND ALIENATION RESTRICTIONS

1.1 Use in Conjunction with School Site. The Property shall be used, improved and limited exclusively for use in conjunction with the operation of a public or private school on land located immediately adjacent to the Property, said adjacent land being commonly referred to as Washoe County Assessor's Parcel Number ("APN") 550-020-05 (the "**School Site**"). Grantor has granted to Grantee a determinable fee interest in the Property subject to a right of reversion for a period of fifty (50) years from the date of recordation of the GBS Deed, in the event the School Site fails to be operated as a public or private elementary or middle school. No part of the Property shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, primary storage, vending or other such nonresidential purposes other than in conjunction with the operation of a public or private school on the School Site.

1.2 Right of First Refusal. Grantee covenants and agrees that it will not sell, lease, or otherwise convey any interest in the Property, including the granting of easements or access rights, without first securing the written consent of Grantor, which consent may be withheld in Grantor's sole and absolute discretion. The Property is located immediately adjacent to residential properties owned by members of Grantor, and Grantor has a continuing interest in regulating and controlling the use and maintenance of the Property in order to better ensure the peaceful and quiet enjoyment of its members and the aesthetics of the Sky Vista community. Grantor has also been involved in expensive and protracted litigation concerning the use of the Property and wants to avoid similar disputes concerning the Property's use and access rights to the Property. Therefore, subject to the determinable fee interest granted to Grantee and Grantor's possibility of reverter, should any private third-party offer to purchase the Property or any portion of it, before accepting such Offer, Grantee must first offer to convey the Property or any portion of it to Grantor on the terms and conditions Grantee is willing to accept. If Grantor desires to exercise this right of first refusal, Grantor shall have four (4) consecutive thirty (30) day periods to secure the requisite consent of its Members. In all events, the Property shall remain subject to the possibility of reverter in favor of Grantor should the School Site not be operated as a public or private elementary or middle school.

1.3 Applicability of Declaration. The Property shall remain subject to the Declaration (and all future amendments thereto), provided, however, the Property shall no longer be considered common area of Grantor, Grantee shall not be a member of Grantor, the Property will not be subject to general reoccurring homeowner assessments, Grantee shall have no voting rights in the Grantor Association, and Grantee shall have no right to enforce the Declaration against any individual member, officer, director, employee or manager of Grantor. Notwithstanding the foregoing, Grantor shall have the right to enforce against Grantee and the Property, general use restrictions and Owner responsibilities set forth in the Declaration, as the same may be amended from time to time.

1.4 Enforcement. Every Person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to each and all of the CC&Rs, whether or not any reference to the CC&Rs is contained in the instrument by which such Person acquires an interest in the Property. Each and all of said CC&Rs shall be enforceable by Grantor, subject to and as provided in the CC&Rs through civil action; however, Grantor shall have no obligation to do so nor any liability whatsoever for failure to do so. Notwithstanding the foregoing, or any other provision in this Declaration of Deed Restrictions, Grantor shall have the power and authority, in its sole discretion, without the obligation or liability whatsoever for failure to do so, to enforce the CC&Rs, including, but not limited to any or all of the provisions set forth herein, at any time and from time to time.

1.5 No Commercial or Business Use. No part of the Property shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, primary storage, vending or other such nonresidential purpose other than in conjunction with the operation of a public or private school on the School Site, without Grantor's prior written consent, which consent may be withheld by Grantor in its sole and absolute discretion.

1.6 Open Space Designation. Grantee covenants and agrees that it will not seek nor support an amendment to the Washoe County General Plan and or to the Final PUD Plan for Sky Vista which would change the characterization or zoning of the Property to something other than open space, without Grantor's prior written consent, which consent may be withheld by Grantor in its sole and absolute discretion.

1.7 Entitlements. Grantee covenants and agrees that it will not seek to change or amend or otherwise support any change or amendment to any entitlement on or pertaining to the Property without Grantor's prior written consent, which consent may be withheld by Grantor in its sole and absolute discretion.

1.8 No Vehicular Use. Vehicular use shall be limited to what is described as Common Area Parcel C in the legal description attached to this GBS Deed as Exhibit "A". No public vehicular use shall be permitted on Common Area Parcel A except as may be necessary to service public utilities. Grantee agrees that it will not grant nor otherwise seek to expand the vehicular use of Parcel C nor convey or grant to any third-party vehicular use or access across Common Area Parcel A except in connection with public utility easements.

1.9 Approval of Improvement Plans. Complete copies of all improvement plans and specifications, including but not limited to detailed grading, drainage, infrastructure, landscaping and hardscaping plans for and affecting the Property (collectively "Improvement Plans"), existing now or in the future, shall be subject to the approval of Grantor, which approval shall not be unreasonably withheld. Grantee shall provide Grantor with complete copies of all Improvement Plans. Failure of Grantor to respond to any request for approval or consent within thirty (30) days

of receipt of a complete set of Improvement Plans, shall constitute Grantor's approval of the same. Grantee covenants and warrants that it will install all landscaping and other Improvements on the Property in strict accordance with the approved Improvement Plans.

1.10 Maintenance and Repairs. Grantee shall be solely responsible for the repair, replacement and maintenance of all landscaping vegetation, irrigation, hardscape, infrastructure, and other improvements (collectively "Improvements") installed or placed on the Property, or any portion thereof. Landscaping and irrigation systems on the Property, as approved by Grantor, shall be completed within sixty (60) days of initial occupancy of any building on the School Site, unless a written extension is granted by Grantor. No plants or seeds infected with insects or plant diseases shall be brought upon, grown or maintained upon any part of the Property. If Grantee permits any Improvement located upon the Property to fall into disrepair so as to create a dangerous, unsafe, or unsightly condition, Grantor, after affording Grantee reasonable notice, shall have the right but not the obligation to correct such condition, and to enter upon the Property for said purpose, and Grantee shall promptly reimburse the Grantor for the cost thereof. Grantee shall be liable for all costs and expenses incurred by Grantor in taking such corrective acts, plus all costs incurred in collecting the amounts due. Grantee shall pay all amounts due for such work within ten (10) days after receipt of written demand therefor.

1.11 No Subdivision. No portion of the Property may be subdivided nor may any portion of the Property be combined or merged with a larger adjacent parcel without the prior written approval of Grantor, which approval may be withheld in Grantor's sole and absolute discretion.

1.12 Nuisances. No rubbish, trash, waste, residue, brush, weeds or debris of any kind shall be placed or permitted to accumulate anywhere on the Property or to unreasonably render the Property a fire hazard, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, or offensive. No noise or other nuisance shall be permitted to exist or operate upon the Property in violation of any applicable noise ordinance. No condition shall be permitted to exist on the Property which would induce, breed or harbor infectious plant diseases or noxious insects. Grantee shall comply with all requirements of local or state health authorities and with all other governmental authorities with respect to the use of the Property and shall remove all excess fire fuels from the Property on a regular basis.

1.13 No Hazardous Activities. No activities shall be conducted, nor shall any Improvements be constructed anywhere on the Property which are or might be unsafe or hazardous to any person or any property. No adverse environmental condition shall be permitted to exist, nor shall any toxic or hazardous wastes be generated, treated, stored, disposed of, or otherwise deposited in or on or allowed to emanate from the Property, including without limitation, the surface waters and subsurface waters thereof.

1.14 No Drilling. No oil drilling, oil, gas or mineral development operations, oil refining, geothermal exploration or development, quarrying or mining operations of any kind shall be permitted upon, in, or below the Property, nor shall oil, water or other wells, tanks, tunnels or

mineral excavations or shafts be permitted upon or below the surface of any portion of the Property.

1.15 Signs. No sign, poster, display, billboard or other advertising device or other display of any kind, including political signs or banners, shall be installed or displayed to public view on any portion of the Property.

1.16 Improvements. No fence or wall or other Improvement shall be erected or altered without the prior written approval of Grantor or Grantor's Architectural Committee. All alterations or modifications of existing fences or walls or other Improvements of any kind on the Property shall require similar approval. All Improvements shall be maintained at all times in a neat, orderly and weatherproof manner, including without limitation, periodic painting or resurfacing as customary with respect to the exterior construction materials employed. All hardscape, including but not limited to paved areas, parking lots, sidewalks, curbs and gutters shall be maintained at all times in a neat, orderly and weatherproof manner. All mechanical equipment placed upon the Property shall be concealed from view of the neighboring properties to the extent possible in an enclosure approved by Grantor. Grantee shall not permit anything to be placed in or on the Property which may cause sunlight glare or reflection into neighboring homes.

1.17 Drainage. Grantee agrees to accept the burden of, and not in any way interfere with, the natural or established drainage pattern over the Property, or from adjoining or other property over the Property, provided, however, in the event it is necessary to change the established drainage pattern, Grantee will obtain prior written approval from Grantor and will make adequate provisions for proper drainage away from adjacent residences. No structure or other material, including a wall or fence, shall be placed or permitted to remain on the Property which may damage, interfere with, obstruct, or retard the flow of water through existing drainage channels, or which may change the direction of flow of such channels. Without limiting the foregoing, Grantee shall use all reasonable efforts to prevent surface drainage on the Property from accumulating behind a perimeter wall or fence on adjacent properties in order to prevent or minimize the penetration of such water through or under such wall or fence and any staining of such wall or fence. "Established" drainage is defined as the drainage pattern existing at the time of conveyance of the Property to Grantee.

(a) Grantee agrees, as a part of the acceptance of the burden of the established drainage pattern over or from the Property, to maintain any storm drain inlet and all other drainage features and improvements located on the Property in a clean and fully functioning state, unblocked and free of silt and debris.

(b) In the event Grantee, subject to Grantor's approval, alters the grading of the Property within five feet of the Property line shared with adjacent homes, and this alteration results in a slope steeper than one foot vertically to three feet horizontally, that slope must be stabilized mechanically in order to protect the adjoining properties.

(c) Grantee agrees to comply with and assume responsibility for anything done or required to be done in compliance with to the National Pollutant Discharge Elimination System (NPDES) and Storm Water Pollution Prevention Plan (SWPPP). Grantee shall assume all responsibility and liability relating to the prevention of pollutant discharge from the Property.

(d) All storm water ditches, culverts, swales, outlets, inlets, and catch basins located upon the Property shall be maintained by Grantee.

1.18 No Waiver. The failure of Grantor to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of any provision of the Declaration or this Declaration of Deed restrictions, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Grantor.

1.19 Water Supply and Sewer Systems. No individual water supply system, or cesspool, septic tank, or other sewage disposal system, or exterior water softener system, shall be permitted on the Property unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of any water or sewer district serving the Property, and any applicable governmental health authorities having jurisdiction, and approved in writing by Grantor.

1.20 Utilities. Hookups for water, sewer, gas, electric and telecommunications, whether to main lines under public rights of way or otherwise, shall be the sole responsibility of Grantee, and Grantor shall have no responsibility or liability, therefore.

1.21 Antennae. No outdoor above ground antennae, satellite dish, or other device for the transmission or reception of television signals, or any other form of electromagnetic radiation or signal, whether attached to a building or free-standing, shall be installed, used or maintained upon the Property without the prior written approval of Grantor, which approval may be denied or made conditional in Grantor's sole and complete discretion. No cellular telephone tower may be installed on the Property.

1.21 Declaration. The foregoing use restrictions and provisions shall be in addition to, and cumulative with, any and all applicable restrictions set forth in the Declaration which shall be fully enforceable against the Property. In the event of any conflict, every attempt shall be made to reconcile and interpret together the Declaration and this Declaration of Deed Restrictions. In the event of a conflict, the covenants, conditions, and restrictions set forth in this Declaration of Deed Restrictions made specifically applicable to the Property, shall control.

1.22 Indemnification. Grantee shall indemnify, defend and hold free and harmless the Grantor, its officers, directors, employees, managers, agents, attorneys, members, representatives,

successors in interest and assigns (collectively "Grantor Parties") from and against any and all liabilities and claims arising out of or resulting from, or claimed to arise out of or result from, in whole or in part: (i) any negligent act or omission of Grantee, its members, managers, affiliates, subsidiaries, employees, agents, contractors, subcontractors, consultants, officers, or representatives (collectively "Grantee Parties") in connection with the Property or the School Site, except to the extent arising from any fault, act, or omission of Grantor or any of the Grantor Parties; (ii) any non-compliance of Grantee or any of the Grantee Parties with any laws or regulations relating to the Property, the School Site, or any Improvements on the Property; (iii) any personal injury or property damage suffered by any person on the Property during Grantee's ownership of the Property; (iv) any release, use, discharge, storage, generation, manufacture or disposal of Hazardous Substances on, under, in, from and about the Property by Grantee or any of the Grantee Parties, or with the express permission or authorization (or tacit permission after actual knowledge) of Grantee; (v) any liability or claim arising from or caused by the fraud or intentional misrepresentations of Grantee, and or (vi) and liability or claim arising from or relating to breach of contract by Grantee or any of the Grantee Parties, it being the express intention that Grantor have no liability or responsibility whatsoever with respect to activities of Grantee, its agents, contractors, or third parties under contract with Grantee on or about the Property. Grantee shall not be required to indemnify Grantor against any loss, damage, injury or claim to the extent (i) caused by the negligence or willful misconduct of Grantor Parties, (ii) caused by the fraud or intentional misrepresentations of Grantor Parties, or (iii) arising out of any personal injury or property damage suffered by a person during Grantor's ownership of the Property except to the extent arising from Buyer's entry upon or activities on such Property while owned by Grantor. Without limiting the foregoing, the indemnity provided in this Section is expressly intended to include indemnification for any claim or cause of action under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (the "Superfund Act"), and any Nevada hazardous waste control laws, or any applicable laws; provided, however, that such indemnity shall be limited to liability caused by a hazardous substance placed or permitted to be placed on the Property by Grantee. Nothing in the foregoing shall limit the rights of any owner, under applicable laws.

ARTICLE 2

GENERAL PROVISIONS

2.1 **Severability.** Invalidity of any provision of this Declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

2.2 **Term.** The covenants and restrictions of this Deed Restriction shall run with the land and bind the Property and shall inure to the benefit of and be enforceable by Grantor and/or Grantee, and their respective legal representatives, heirs, successor in interest and assigns.

2.3 **Interpretation.** The provisions of this Declaration of Deed Restrictions shall be liberally construed to effectuate the document's intended purposes. The article and section headings have been inserted for convenience only and shall not be considered or referred to in

resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

2.4 Amendment. Notwithstanding any other provision in this Declaration of Deed Restrictions, this Declaration may not be amended without the prior written consent of both Grantor and Grantee, and any purported amendment in contravention of the foregoing shall be null and void.

2.5 No Public Right or Dedication. Nothing contained in this Declaration of Deed Restrictions shall be deemed to be a gift or dedication of all or any part of the Property to the public, or for any public use.

2.6 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any portion of the Property or the School Site, hereby consents and agrees, and shall be conclusively deemed to have consented and agreed, to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration of Deed Restrictions is contained in the instrument by which such person acquired an interest in the Property, the School Site, or any portion thereof.

2.7 Covenants of Grantee to Grantor. No provision contained herein shall rescind, modify or amend any provisions contained within previous agreements between Grantee and Grantor, including, but not limited to representations, warranties and covenants intended to survive the close of Escrow contained in the Purchase and Sale Agreement and Escrow Instructions concerning the Property and executed by Grantee as Buyer and Grantor as Seller, regardless of whether such agreements are Recorded or not Recorded, with respect to or related to the Property.

2.8 Successors in Interest and Assigns. All references to "Grantor" or the "Grantee" shall refer to their respective successors in interest and assigns as the context dictates.

IN WITNESS WHEREOF, Grantor and Grantee respectively have executed this Declaration of Deed Restrictions as of the 4th day of March 2021.

Grantor:

Sky Vista Homeowners Association,
a Nevada nonprofit corporation

By: Frances Scheele
President Frances Scheele

By: Bonnie Gaskin
Secretary Bonnie Gaskin

Acknowledged and accepted by Grantee:

Washoe County School District, a federal
and state regulated educational agency

By: Peter Etchart

Name: Peter Etchart

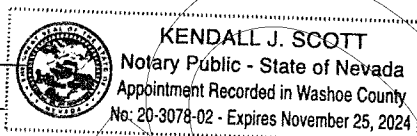
Title: Chief Operating Officer

STATE OF NEVADA)
 : ss.
 COUNTY OF WASHOE)

On the 1 day of March, 2021, before me, a notary public in and for said State, personally appeared Peter Etchart and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Kendall J. Scott
 NOTARY PUBLIC

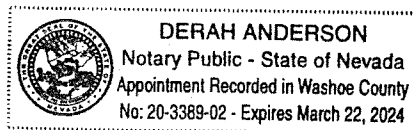


STATE OF NEVADA)
 : ss.
 COUNTY OF WASHOE)

On the 4th day of March, 2021 before me, a notary public in and for said State, personally appeared Frances Scheele and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Dera Anderson
 NOTARY PUBLIC

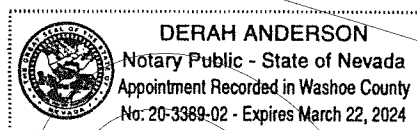


STATE OF NEVADA)
 : ss.
COUNTY OF WASHOE)

On the 4th day of Bonnie Gaskin, 2021, before me, a notary public in and for said State, personally appeared Secretary and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Derah Anderson
NOTARY PUBLIC



WASHOE COUNTY RECORDER

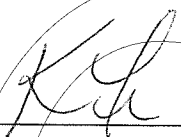
OFFICE OF THE RECORDER
KALIE M. WORK, RECORDER

1001 E. NINTH STREET
RENO, NV 89512
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.



Signature

3/19/2021

Date



Printed Name