

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DECLARATION OF RESTRICTIVE COVENANT**

This Declaration of Restrictive Covenant (the "**Declaration**") is entered into as of this 8<sup>th</sup> day of April, 2015 (the "**Effective Date**") by **ALCUIN SCHOOL**, a Texas nonprofit corporation, (the "**School**") for the benefit of **BRITTANY CIRCLE NEIGHBORHOOD ASSOCIATION**, a Texas nonprofit corporation ("**BCNA**") and **HILLCREST FOREST NEIGHBORHOOD ASSOCIATION, INC.**, a Texas nonprofit corporation ("**HFNA**"). BCNA and HFNA are hereinafter collectively referred to as the "**Associations**".

**RECITALS**

**A.** The School owns that certain real property (the "**Property**") described on Exhibit "A" attached hereto and made a part hereof for all purposes, on which the school currently operates a school for children ranging from preschool through twelfth (12<sup>th</sup>) grade.

**B.** The School filed its Application for Amendments to the Planned Development District No. 368 (as amended, the "**Application**") on October 6, 2014 with the City of Dallas, Texas (the "**City**"), which was subsequently amended upon resolutions of various issues with the City, the Associations and other neighborhood groups.

**C.** On March 4, 2015, BCNA formed its nonprofit with the Texas Secretary of State, which current members are among the owners of the sixteen (16) homes located on Brittany Circle, Dallas, Texas, 75230.

**D.** On April 8, 2015, the City approved the Application, as finally submitted by the School, and the School now desires to restrict the Property for a period of fifteen years as set forth in this Agreement.

**AGREEMENTS**

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, and Ten Dollars (\$10.00) and other good and valuable consideration received by the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the School hereby agrees as follows:

1. **Restrictive Covenant.** For a period of fifteen (15) years from the Effective Date, the combined maximum enrollment for the private school and child-care facility located on the Property shall be no more than 700 students and the combined maximum enrollment for grades 10, 11 and 12 shall be as follows:

- (i) For the school year 2014-2015, the maximum enrollment for grades 10 through 12 is 35.
- (ii) For the school years 2015-2016 through 2016-2017, the maximum enrollment for grades 10 through 12 is 90.
- (iii) For the school years 2017-2018 through 2019-2020, the maximum enrollment for grades 10 through 12 is 120.
- (iv) For the school years 2020-2021 and beyond, the maximum enrollment for grades 10 through 12 is 135.

This restrictive covenant shall only encumber and restrict the Property and not any other property that may be owned, leased or used by the School.

2. **Enforcement of Rights.** Any violation of this Declaration shall be enforceable in equity by the Associations, who shall be entitled to file a petition for injunctive relief, as any such violation shall be deemed to not have any adequate remedy at law. In the event that any party hereto institutes a legal proceeding against any other party to enforce the obligations arising hereunder, the prevailing party in any such legal proceeding shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party as may be awarded by the court.

3. **Covenants Run With Land.** These covenants, conditions and restrictions contained in the Declaration shall run with the land until the Termination Date, and shall bind and inure to the benefit of the Associations, the School and their respective successors and assigns.

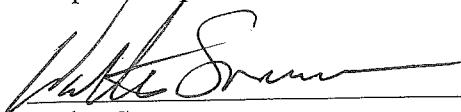
4. **Termination.** This Declaration shall automatically terminate on the date (the "Termination Date") which is fifteen (15) years following the Effective Date. This Declaration may be terminated or waived prior to the Termination Date by a written instrument signed by each of the Associations, which has then been filed in the Real Property Records of Dallas County, Texas.

5. **No Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any rights to any part of the Property to the public, or for the public or for any public purpose whatsoever. This Declaration is not intended to confer any benefit upon any person, party or entity other than the Associations and no other person, party or entity shall be entitled to make any claim under or by virtue of this Declaration.

6. **Governing Law.** The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Declaration.

Effective as of the date first set forth above.

ALCUIN SCHOOL,  
a Texas nonprofit corporation

By:   
Name: Walter Sorensen  
Title: Head of School

STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 7 day of April, 2015, by Walter Sorensen, Head of School of ALCUIN SCHOOL, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

*Karen Dalton*

Notary Public, State of Texas



**LENDER CONSENT**

Wells Fargo Bank, National Association, the owner and hold of indebtedness secured by a first lien deed of trust on the property covered by the foregoing Declaration of Restrictive Covenant and filed as Clerk's File Number 200600443122 of the Real Property Records of Dallas County, Texas, and modified by instrument filed as Clerk's File Number 20080272870 of the Real Property Records of Dallas County, Texas, joins in this Declaration of Restrictive Covenant to evidence its consent thereto and to agree that a foreclosure of such lien (or deed in lieu thereof) shall not disturb such Declaration of Restrictive Covenant, and such Declaration of Restrictive Covenant shall remain in full force and effect, notwithstanding such foreclosure or deed in lieu thereof.

**WELLS FARGO, NATIONAL ASSOCIATION**

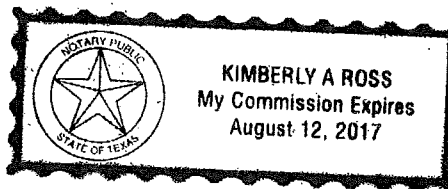
By: Thomas M. Bolding  
Name: Thomas M. Bolding  
Title: AVP

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me this 9th day of April, 2015, by Thomas M. Bolding, AVP of Wells Fargo, National Association, a national banking association, on behalf of said association.

Kimberly A. Ross  
Notary Public in and for the State of Texas

My Commission Expires:  
8/12/2017



AFTER RECORDING, RETURN TO:

Laurie A. Carroll, Esq.  
Bloodworth Carroll, P.C.  
10000 North Central Expressway  
Suite 1050  
Dallas, Texas 75231

EXHIBIT "A"

**Legal Description of the Property**

Tract 1:

BEING a 11.116 acre tract of land out of the Thomas Dykes Survey, Abstract No. 405, in Dallas County, Texas, and being all of Lot 6A, Block 4/7460 of ST. ALCUIN MONTESSORI SCHOOL ADDITION, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Instrument Number 200600174385 of the Official Public Records of Dallas County, Texas and all of Lots A and B, Block 5/7460 of A Replat of Lots 1-A, 2-A, 4 & 5, Block 4/7460 of Knowles Subdivision, addition to the City of Dallas County, Texas, according to the plat thereof recorded in Volume 67051, Page 1221 of the Deed Records of Dallas County, Texas, being all of the 15' wide alley abandoned by City Ordinance No. 11712, recorded in Volume 67041, Page 001 of the Deed Records of Dallas County, Texas and being the 5.192 acre tract of land described in deed to The St. Alcuin Montessori School, recorded in Volume 81001, Page 2132 of the Deed Records of Dallas County, Texas, the 2.454 acre tract of land described in deed to The St. Alcuin Montessori School, recorded in Volume 91252, Page 2113 of the Deed Records of Dallas County, Texas and the 3.4791 acre tract of land described in deed to The St. Alcuin Montessori School, recorded in Volume 81001, Page 2132 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found with a cap stamped "R.P.L.S. 5331 in the south right-of-way line of Churchill Way (a 60-foot wide public right-of-way at this point) for the northerly common corner of the before mentioned Lot A, Block of A Replat of Lots 1-A, 2-A, 4 & 5, Block 4/7460 of Knowles Subdivision (hereafter called Knowles Subdivision) and the tract of land described in deed to Thomas Chambers and wife, Eldora Chambers, recorded in Volume 92252, Page 7599 of the Deed Records of Dallas County, Texas;

THENCE leaving the said south right-of-way with the east line of the Knowles Subdivision, South 00°15'43" West, a distance of 627.33 feet to a ½" iron rod found in the north line of Parc Du Lac Estates, an addition to the City of Dallas County, Texas, according to the plat thereof recorded in Volume 78213, Page 2348 of the Deed Records of Dallas County, Texas for the southeast corner of the before mentioned 3.4791 acre tract and the southwest corner of Lot 7, Block 5/7460 of Dallas Project No. West, an addition to the City of Dallas County, Texas, according to the plat thereof recorded in Volume 84158, Page 1494 of the Deed Records of Dallas County, Texas;

THENCE with the north line of the Parc Du Lac Estates, South 88°59'13" West, passing a 5/8" iron rod found with a plastic cap stamped "R.P.L.S. 5351" at a distance of 241.65, in all a total a distance of 598.28 feet to a ½" iron rod found for the most easterly southwest corner of the before mentioned Lot 6, Block 4/7460 of St. Alcuin Addition;

THENCE with the most southerly west line of said Lot, North 00°09'39" East, a distance of 317.87 feet to 3/8" iron rod found for an interior ell corner of Lot 6, block 4/7460;

THENCE with the most westerly south line of said lot, South 88°58'34" West, a distance of 341.39 feet to 3/8" iron rod found for most northerly southwest corner of Lot 6, block 4/7460;

THENCE with the most northerly west line of said lot, North 00°22'35" East, a distance of 313.32 feet to ½" smooth iron rod found in the south right-of-way line of Churchill Way (a 55-foot wide public right-of-way at this point) for northwest corner of Lot 6, Block 4/7460;

THENCE with the said south right-of-way line of Churchill Way, the following courses and distances to wit:

- North 88°46'06" East, a distance of 340.88 feet to a ½" iron rod found for the northerly common corner of the before mentioned 2.454 acre tract and 5.192 acre tract;
- North 89°04'40 East, a distance of 357.10 feet to a 5/8" iron rod set with a cap stamped "KHA" for the northeast corner of Lot 6, Block 4/7460 and the 5.192 acre tract;
- South 00°15'43" West, a distance of 5.00 feet to a 5/8" iron rod found with a cap stamped "R.P.L.S. 5351" for the northwest corner of the 3.4791 acre tract;
- North 88°52'29" East, a distance of 241.65 feet to the POINT OF BEGINNING and containing 11.116 acres (484,194 square feet) of land, more or less.

Tract 2:

Parcel 1:

Lot 3, Block 4/7460, of KNOWLES SUBDIVISION, an Addition to the City of Dallas, Dallas County, Texas, according to the revised Map thereof recorded in Volume 28, Page 209 of the Plat Records of Dallas County, Texas.

Parcel 2:

Being the abandoned 15 foot x 100 foot portion of the alley adjacent to the south line of Lot 3, Block 4/7460, of KNOWLES SUBDIVISION, an Addition to the City of Dallas, Dallas County, Texas, according to the revised Map thereof recorded in Volume 28, Page 209, of the Plat Records of Dallas County, Texas.

Conformed Copy  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
04/15/2015 02:46:54 PM  
\$46.00



A handwritten signature in black ink, appearing to be "JFW", is written over the seal.

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