

Mary Louise Nicholson
MARY LOUISE NICHOLSON
COUNTY CLERK

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.

THE STATE OF TEXAS

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COUNTY OF TARRANT

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CROSS ACCESS AND PARKING AGREEMENT

This Cross Access and Parking Agreement (the "Agreement") is made and adopted by WTG Overlook, LLC ("Owner" or "Declarant"), a Texas limited liability company, located at 680 N Carroll Ave. Suite 100, Southlake, Texas 76092.

Recitals

WHEREAS, Owner is the owner of the WillowTree Gardens subdivision, that consists of 20 residential lots, 8 non-residential lots (open space/common area) and 1 commercial lot totaling approximately 9.595 acres located in Southlake, Tarrant County, Texas, such lots being sometimes referred to herein as the "Lots" and/or the "Property" and are more fully described in the attached Exhibit A; and,

WHEREAS, the Plat for the Lots is recorded under Clerk's Document No. D226040589, Plat Records, Tarrant County, Texas (the "Plat"), a copy of which is attached hereto as Exhibit A and is incorporated herein by reference for all purposes; and

WHEREAS, Owner desires to develop the Property as a high-quality residential subdivision with one commercial lot and to provide for and establish easements, covenants and restrictions to ensure the proper use, orderly development and continued maintenance of the project; and

WHEREAS, Owner, as Declarant, has filed the Declaration of Covenants, Conditions, Restrictions and Easements for WillowTree Gardens Property Owners Association (the "CC&Rs") under Clerk's Document No. D226042872 Recorded on March 10, 2026, Real Property Records, Tarrant County, Texas, such CC&Rs being incorporated herein by reference for all purposes;

WHEREAS, Owner has formed the WillowTree Gardens Property Association, Inc., a Texas non-profit corporation (the "Association"), to act as the Association for the owners of the Lots, as provided in the CC&Rs; and

WHEREAS, the adoption and establishment of the following easements, covenants and restrictions will mutually benefit the public, the present and future owners of the Lots, as well as their respective employees, agents, representatives, invitees and guests:

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, as the owner of the Lots, creates, establishes and grants the following easements, covenants and restrictions for the Lots as provided below.

1. Grant of Easements:

Property Description:

Residential Lots

Lots 1-20, Block A, WillowTree Gardens (the "Residential Lots").

HOA Common Area Lots

Lots 1X-8X, Block A, WillowTree Gardens (the "HOA Lots")

Commercial Lot

Lot 1, Block B, WillowTree Gardens (the "Commercial Lot").

Declarant, being the owner of the Commercial Lot, hereby grants, establishes, and reserves for the benefit of the Residential Lots a perpetual, non-exclusive easement over, across, and through the Commercial Lot for the following purposes of:

- vehicular ingress and egress;
- pedestrian access ingress and egress;
- emergency, fire, police, utility, delivery, and service vehicle access; and
- access to and from public or private streets, drives, alleys, and circulation areas serving the Subdivision.
- vehicular parking between the hours of 5:00 PM – 6:00 AM Monday through Sunday.

2. Conduct and Coordination of Maintenance, Repair and Replacement. All maintenance, repair and replacement of any property within the easements herein granted and established shall be conducted by its owner and all laws, ordinances, regulations, codes and other legal requirements pertaining thereto. The Association shall indemnify and hold Owner harmless from any and all claims, damages, fines or penalties resulting from the failure of the Association or any Lot owner to comply with applicable

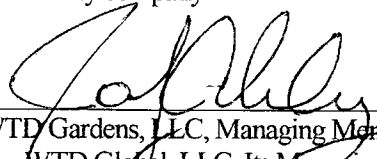
governmental ordinances, statutes, codes, regulations and laws regarding such matters. In addition, the Association shall exercise due care and diligence regarding the use of such easements, and shall promptly repair any damage to the land, landscaping, paving, walls, irrigation system or other improvements within or adjoining such easement and restore the same to the condition existing prior to such installation, maintenance, operation, repair, paving or replacement.

3. Covenants Running With the Land. The easements, covenants and restrictions herein set out and the rights, benefits, duties and obligations and other terms and provisions herein shall be covenants that run with and bind the Property/Lots; provided, however, that after a Lot owner has conveyed and transferred title to a Lot, such owner shall be released from any and all of the duties, obligations, and liabilities that accrue with respect to the Lot from and after the date of such conveyance and transfer, but such owner shall remain liable for the duties, obligations, and liabilities that accrued prior to the date of such conveyance and transfer. Each Lot owner shall make good faith efforts to cooperate with other owners and the Association in carrying out, complying with and enforcing the provisions of this Agreement. The easements, covenants and restrictions in this Agreement shall be binding upon and inure to the benefit of Owner and the future owners of the Lots.
4. Severability. If any provision hereof is judicially declared illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.
5. Amendment: Termination. This Agreement may be modified, amended or terminated only upon the filing in the Real Property Records of Tarrant County, Texas, of an instrument executed by the Declarant. Such modification, amendment or termination shall not result in or permit the use of any of the Property in violation of law.
6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. Any suit brought to enforce or interpret any provision hereof shall be in a court of proper jurisdiction in Tarrant County, Texas.
7. Adoption. The Association, by the execution of this Agreement, adopts, ratifies and consents to all of the provisions, terms and condition set forth herein.

(Signature & Acknowledgements to Follow)

OWNER/DECLARANT:

WTG OVERLOOK, LLC.,
a Texas limited liability company

By: 
 WTD Gardens, LLC, Managing Member
 WTD Global, LLC, Its Managing Member
 Jody Alumbaugh, Its Member

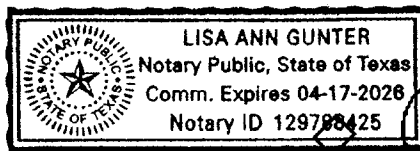
STATE OF TEXAS

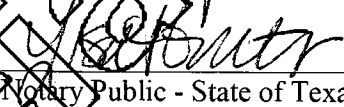
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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 23rd day of March, 2026 by Jody Alumbaugh, a Member of WTD Global, LLC, a Texas limited liability company the Managing Member of WTD Gardens, LLC, a Texas limited liability company, the Managing Member of WTG Overlook, LLC, a Texas limited liability company, on behalf of said entity.




 Notary Public - State of Texas

(Property Owners Association Signatures & Acknowledgements to Follow)

PROPERTY OWNERS ASSOCIATION:

WillowTree Gardens Property Owners Association, Inc.

By: *Jody Alumbaugh*
 Jody Alumbaugh, Director

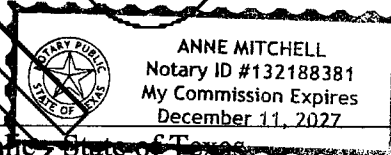
STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 23 day of March, 2026 by Jody Alumbaugh, a Director of WillowTree Gardens Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said entity.



Notary Public, State of Texas

By: *Travis Franks*
 Travis Franks, Director

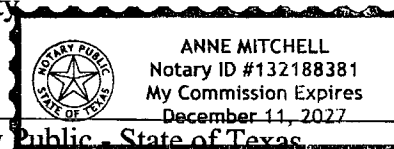
STATE OF TEXAS

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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 23 day of March, 2026 by Travis Franks, a Director of WillowTree Gardens Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said entity.



Notary Public, State of Texas

By: Emily Reeves
Emily Reeves, Director

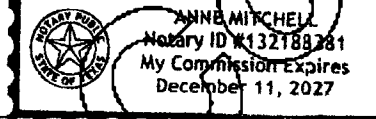
STATE OF TEXAS

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This instrument was acknowledged before me on the 23 day of March, 2026 by Emily Reeves, a Director of WillowTree Gardens Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said entity.



Notary Public - State of Texas

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