# **CHAMBERS LANDING HOMEOWNERS ASSOCIATION, INC**

Post Office Box 1353 – Corsicana, Texas 75151

## Lot Consolidation Request Form

<u>Note:</u> All utility easements shall remain on the subject property unless the utility companies agree in writing to abandon said utility easements and to legally convey their interest back to the property owner. Removal of utility easements is not a part of the lot consolidation process and may be completed after the lots have been consolidated.

APPLICANT/OWNER:	APPLICANT CO OWNER(S):
NAME:	
STREET:	
CITV STATE ZID.	
PRIMARY PHONE:	ALTERNATE PHONE:
E-MAIL:	

## LOTS TO BE CONSOLIDATED

Total Number of lots to be combined: \_\_\_\_\_. Total Acreage: \_\_\_\_\_

Lot Number and Block of each lot to be consolidated:

Describe any improvements (such as a home) on any lot to be consolidated:

### **REVIEW REQUIREMENTS**

Checkmark requirements met:

- Lots are adjoining.
- Consolidation will not result in two homes on the same lot.
- All Lots involved are subject to the CLHOA Declaration.
- Review of deeds to verify ownership of parcels involved.
- Lot owner is current on all assessments for \_\_\_\_\_. (current year)

I/we have received and read the Declaration of Covenants, Conditions and Restrictions of Chambers Landing Phase 1, and acknowledge and understand that after Consolidation, the resulting Lot shall be considered one (1) Lot for the purpose of the Declaration, including, without limitation, voting rights and payment of assessments. I understand that no more than one (1) single family residential dwelling and one (1) secondary building will be allowed on any Lot.

### DECLARATION OF LOT CONSOLIDATION FOR CHAMBERS LANDING PHASE 1

THIS AGREEMENT AND DECLARATION OF LOT CONSOLIDATION AT CHAMBERS LANDING, PHASE 1 is made effective as of \_\_\_\_\_\_ ("effective date"), by and between:

and CHAMBERS LANDING HOMEOWNERS ASSOCIATION, INC., a Texas based nonprofit corporation ("CLHOA"), Corsicana, Texas.

.
WHEREAS, \_\_\_\_\_\_\_\_\_\_ is the record owner of Lot/Block Number \_\_\_\_\_\_\_\_ of
CHAMBERS LANDING PHASE I ("original plat"); consisting of approximately \_\_\_\_\_\_\_ acres, and;

WHEREAS, \_\_\_\_\_\_\_\_\_is also the record owner of Lot/Block Number \_\_\_\_\_\_\_ of CHAMBERS LANDING PHASE I ("original plat"); consisting of approximately \_\_\_\_\_\_ acres, and;

WHEREAS, all original Lots are subject to the Declaration and governing documents of the CLHOA, under which \_\_\_\_\_\_ is a Member in Good Standing; and

WHEREAS, \_\_\_\_\_\_ desires to permanently consolidate and join the additional Lots to the original Lot, to be collectively known henceforth as Lot/Block No. \_\_\_\_\_\_Consolidated;

**WHEREAS**, the CLHOA has approved and consents to the consolidation as being pursuant to Article IV: Section 4 of the CLHOA Declarations, inasmuch as the additional Lots currently adjoins the original Lot and, upon consolidation, will not violate any provisions of the CLHOA governing documents.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

- Commencing upon the official recordation of this Declaration, and delivery of a copy thereof to the CLHOA Board of Directors, the CLHOA shall consider that the original Lot and the additional Lots shall consist of a single Lot No. \_\_\_\_\_ Consolidated, which shall be considered as one lot for all purposes including paying one share of maintenance fees, and one share of special assessments.
- 2. The consolidated lot shall henceforth be owned by a single member as defined in the Declaration, and shall be entitled to a single vote in the CLHOA.
- 3. The consolidated lot shall be considered a single Lot for the purposes of all laws and regulations with respect to zoning and construction, and for the purposes of all Association restrictions regarding use, improvements or architectural control.
- 4. The consolidated lot shall not be subdivided without the written consent of the Board of Directors, and in no event may any Lot be subdivided which results in a remaining Lot of less than one (1) acre in size.
- 5. The terms of this Declaration shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns, as covenants running with the consolidated Lot, and shall be enforceable by the parties hereto and by their heirs, successors and assigns.

Chambers Landing Homeowners Association, Inc : \_\_\_\_\_

Lot Owner/ Member: