

NO FEE DOCUMENT

Government Code §6103

RECORDING REQUESTED BY:
AND WHEN RECORDED,
MAIL TO:

**Cosumnes Community Services District
Fire Department – Fire Marshal
10573 East Stockton Blvd
Elk Grove, California 95624**

SPACE DIRECTLY ABOVE RESERVED FOR RECORDER'S USE

**DECLARATION OF RESTRICTIVE COVENANTS
AND PRIVATE FIRE WATER MAINTENANCE**

Project Name: _____

Project Number: _____

Address(s): _____

APN(s): _____

This Declaration of Restrictive Covenants ("Declaration") is executed as of _____, 20____, by _____ (hereinafter the "Declarant"), and its successors, assigns, and transferees (collectively, the "Declarant"), and is hereby given to and on behalf of the Cosumnes Community Services District ("District"), with reference to the following facts:

A. This Declaration affects that certain property, located within *[the City of Elk Grove, City of Galt, or unincorporated areas of Sacramento County]*

_____, County of Sacramento, California (hereinafter, "City/County"), commonly referred to as Assessor's Parcel Number(s) ("APN(s)") _____

and more particularly described in Exhibit "A", Legal Description of Subject Property, attached hereto and incorporated by reference herein (hereinafter, the "Subject Property").

B. Private Fire Water facilities will be or have been installed at the Subject Property in accordance with improvement plans, Cosumnes Fire Department Construction Standards, and have been reviewed and permitted by Cosumnes Fire Department as described in Exhibit "B", Plat Map of Subject Property and Private Fire Water Facilities.

C. The Private Fire Water facilities are installed for the purpose of providing site fire flow requirements and supply for building fire sprinkler systems, to include, but not

limited to, water mains, valves, fittings, backflow, fire hydrants, standpipes, and fire department connections. Said Private Fire Water facilities are installed on private property and serve only the Subject Property; they are a private facility, and all maintenance or replacement of the Private Fire Water facilities is the sole responsibility of the Declarant in accordance with the terms of this Declaration. See Exhibit "C": Recorded Device Maintenance Agreement.

NOW THEREFORE, in consideration of the foregoing benefits, as well as the benefits obtained by the Declarant and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Declarant hereby declares as follows:

1. **Covenant Running with Land:** The Declarant does hereby covenant that the burdens and benefits herein made and undertaken shall constitute covenants running with the Subject Property and constitute an encumbrance on said Subject Property which shall bind successors.
2. **Declarant Responsibility to Maintain Pipelines:** The Declarant, at Declarant's sole cost and expense, shall maintain the private Fire Water facilities in good working order and repair such that water flows freely through the system. Declarant shall always take all necessary action, via maintenance and ongoing repairs, to keep the Fire Water facilities free from debris, trash, foliage, and any other obstruction that may disrupt, alter, impede, or change the flow of water. Declarant shall notify District forty-eight (48) hours in advance of any scheduled repair. Declarant shall notify District within forty-eight (48) hours after an emergency or unscheduled repair.

If District finds that Declarant has not maintained the system, District may order Declarant to make repairs to bring the system up to standards. If the work is not performed within the time specified by the City/County, Declarant understands and agrees that District may enter the Property and take steps necessary to repair or maintain the Fire Water facilities, at Declarant's sole cost and expense; provided, however, that District shall not be obligated to maintain or repair the Fire Water facilities, and this Declaration shall not be construed to impose any such obligation on District.

3. **Default; Remedies.** A default under this Declaration shall entitle District to any rights, remedies, or damages available by law or in equity, including but not limited to, those that are specified below. District's failure to exercise any specific right or remedy shall not be construed as a waiver of that or any right or remedy.
 - a. **Specific Performance.** The use, repair, and maintenance of the Property is of a special and unique kind and character, so that a breach of any material provision of this Declaration by Declarant would not have an adequate remedy by law. Therefore, District's right may be enforced by an action for specific performance and such other equitable relief as is provided by the laws of the State of California.
 - b. **Injunctive Relief.** In pursuing specific performance of the Covenants, District shall be entitled to petition the court for injunctive relief to preserve District's interest in the Property and its rights under this Declaration. Such injunctive relief may include a court order restraining any development of the Property that is inconsistent with the foregoing Covenants.
 - c. **Appointment of Receiver.** In conjunction with any other remedy available by law or

in equity, District may apply to a court of competent jurisdiction for the appointment of a receiver to take over and operate the Property in accordance with these Covenants.

4. **Attorneys' Fees.** The prevailing party in an action to enforce this Declaration shall be entitled to reasonable attorney's fees as determined by the trier of fact in that forum.
5. **Successors and Assigns Bound:** The provisions of this Declaration shall be enforceable as an equitable servitude and as conditions, restrictions and covenants running with the land, and shall be binding upon the Declarant and upon each and all its respective heirs, devisees, successors, and assigns, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries and administrators, and upon any future owners of the Subject Property and each of them.
6. **Amendment:** Declarant shall not amend, modify, waive, or release this Declaration, or any part of this Declaration, without the prior and express written consent of the General Manager of District, which consent may be withheld, conditioned, or delayed in District's sole and absolute discretion. Any amendment, modification, waiver, or release without the prior and express written consent of District shall be void.
7. **Severability:** Every provision of this Declaration is intended to be severable. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.
8. **Authority To Execute:** Each person executing this Covenant represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this covenant for or on behalf of the parties to this Covenant. Each signatory represents and warrants that the execution and delivery of the Covenant and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year written above.

DECLARANT:

By: _____

Name: _____

Title: _____

Address: _____

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

Attached:

Certificate of Acceptance and Acknowledgement by Cosumnes Community Services District
Exhibit A Legal Description of Subject Property
Exhibit B Plat of Private Fire Water Facilities
Exhibit C Recorded Device Maintenance Agreement

[For additional Declarants, copy this page and
California All-Purpose Acknowledgements as needed]

California All-Purpose Acknowledgment

Pursuant to SB 1050 (Chapter 197, Statutes of 2014), Civil Code section 1189 has been amended to provide that any certificate of acknowledgment taken within the State of California shall be in the following form:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Sacramento)

On _____ before me, _____,
(Insert name and title of officer)
personally appeared _____ who proved to me
on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Certificate of Acceptance

Cosumnes Community Services District

This is to certify that the Declaration of Restrictive Covenants and Private Fire Water Maintenance dated _____, from _____ (collectively "Grantor"), is hereby accepted by the Cosumnes Community Services District ("Grantee"), and acknowledged by the undersigned authorized officer on behalf of the District by the authority conferred by Resolution No. 2020-25 of the Board of Directors adopted on April 15, 2020. District consents to the recordation thereof by its duly authorized officer.

Dated: _____

GRANTEE:

COSUMNES COMMUNITY SERVICE DISTRICT, a public body, corporate and political

By: _____

Name: _____

Title: _____

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State of California)
)
County of Sacramento)

On _____ before me, _____,
personally *(Insert name and title of officer)*

appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Exhibit A
Legal Description of Subject Property

Exhibit B
Plat Map of Subject Property and Private Fire Water Facilities

Exhibit C
Recorded Device Maintenance Agreements