

When Recorded Return to:

**CHARGER REAL ESTATE AND
DEVELOPMENT INC**
16410 84th St NE,
Lake Stevens, WA 98258

COVENANT TO SHARE UTILITY COSTS

Grantor:	<u>1. Charger Real Estate and Development Inc</u>
Grantee:	<u>1. Charger Real Estate and Development Inc</u> <u>2. Island Private Meadows Owners Association</u>
Legal Description (abbreviated):	<u>SW 1/4, NW 1/4, Section 18, T 24 N, R 05 E, W.M., King County, WA</u>
Additional on:	<u><input checked="" type="checkbox"/> Page 1</u>
Assessor's Tax Parcel Identification Number:	<u>1824059031</u>
Reference No. of Related Documents:	<u>N/A</u>

THIS COVENANT TO SHARE UTILITY COSTS ("**Covenant**") is dated as of the date set forth below and is made by and between Charger Real Estate and Development Inc, a Washington corporation (who acquired title as Charger Real Estate & Development Inc.) ("**Declarant**"), and Island Private Meadows Owners Association, a Washington nonprofit corporation (the "**Association**").

RECITALS

A. Declarant is the owner of certain real property (the "**Property**") located in Mercer Island, King County, Washington, which is legally described as follows:

THE NORTH 250 FEET OF THE SOUTH 500 FEET OF THE WEST HALF OF
THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 24 NORTH, RANGE
5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

EXCEPT THE WEST 40 FEET.

SITUATE IN THE CITY OF MERCER ISLAND, COUNTY KING, STATE OF
WASHINGTON.

B. Declarant will subdivide the Property pursuant to the Plat being reviewed by the City of Mercer Island under Plat No. SUB17-005 (the “**Plat**”). Upon recording of the Plat, the Property will be comprised of 5 lots (each, a “**Lot**” and collectively, the “**Lots**”).

C. The Property is subject to a Native Growth Protection Easement as provided in the Plat (“**NGPE**”) which affects all Lots. The Property will have irrigation setup to service and maintain the NGPE, with a single meter for the irrigation system (the “**Irrigation System**”).

D. The Lots will also be benefitted and burdened by a shared access and utilities easement as provided in the Plat, which will be improved with a shared driveway (the “**Driveway**”).

E. The Lots will be all of the members of the Association, which will manage the Irrigation System and the Driveway pursuant to this Covenant and the Association’s Bylaws.

COVENANTS

Declarant hereby declares as follows:

1. Easement. Declarant hereby declares a nonexclusive easement to the Association over and across those necessary portion of the Property and all Lots as required to access, operate, maintain, repair, and replace the Irrigation System and the Driveway.

2. Association and Owner Obligations.

2.1 The Association shall be responsible for the operation, maintenance, repair, and replacement of the Irrigation System and the Driveway as required under the terms of the Plat, and shall manage all utility bills for the Irrigation System. The owners of the Lots shall be equally responsible for all Association costs, unless the need for maintenance, repair, or replacement is caused by the willful or negligent act of a single owner, or the family, guests, lessees or invitees of any owner (the “**Defaulting Owner**”), then such Defaulting Owner shall be responsible for all such costs of maintenance, repair and replacement.

2.2 The Association and owners shall comply with all applicable governmental laws with respect to the operation, maintenance, repair and replacement of the Irrigation System and the Driveway, including any standards and requirements of Mercer Island and King County.

3. Covenants Running with the Land; No Merger. This Covenant and the terms contained herein shall be deemed covenants running with the land and shall inure to the benefit of and shall be binding upon the grantees, heirs, successors and assigns of the Declarant. The easement established hereby is not intended and shall not be deemed to have merged with the fee interest in the property benefitted thereby.

4. Amendment. Amendments to this Covenant shall be made by an instrument in writing entitled “Amendment to Covenant to Share Utility Costs”. Any proposed amendment must be unanimously approved in writing by the owners of all Lots.

5. Termination. This Covenant shall commence as of the date executed and shall continue until terminated. The owners of the Lots may not terminate this Covenant with respect to the Irrigation System until the Irrigation System is no longer required by all applicable law, including any standards and requirements of Mercer Island and King County, at which time the owners may execute and record an Amendment to Covenant to Share Utility Costs to terminate this Covenant.

6. Waiver. No waiver of any of the provisions of this Covenant shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

7. Governing Law. This Covenant shall be governed in accordance with the laws of the State of Washington, excluding its conflicts of laws principles.

8. Dispute Resolution. Any disagreement between or among any owners, the Association, and/or Declarant, with respect to the interpretation or application of this Covenant or the obligations arising hereunder shall be determined by arbitration. Such arbitration shall be conducted, upon request of the party desiring arbitration, before an arbitrator agreeable to the parties, designated by the American Arbitration Association and in accordance with the rules of such Association. The arbitrator designated and acting under this Covenant shall make his or her decision in strict conformity with such rules and shall have no power to depart from or change any of the provisions thereof. In accordance with such rules, the arbitrator shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties to such arbitration. All arbitration proceedings hereunder shall be conducted in the City of Mercer Island, Washington, unless otherwise agreed among the parties. Judgment upon the award may be entered in any court having jurisdiction thereof.

9. Limitation on Liability. So long as Declarant has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by Declarant in connection with matters governed by this Covenant, then Declarant shall not be personally liable to any owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of Declarant; provided, that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by Declarant or owner.

[Signatures on following page.]

Executed as of _____, 2023.

DECLARANT: CHARGER REAL ESTATE AND DEVELOPMENT INC,
a Washington corporation

By _____
Name Japneet Khaira
Title President

ASSOCIATION: ISLAND PRIVATE MEADOWS OWNERS ASSOCIATION,
a Washington nonprofit corporation

By _____
Name Japneet Khaira
Title President

STATE OF _____ }
COUNTY OF _____ } ss.

This record was acknowledged before me on _____, 2023 by Japneet Khaira as
President of Charger Real Estate and Development Inc, a Washington corporation.

[Stamp below]

Signature
NOTARY PUBLIC in and for the State of _____
My Commission Expires _____

STATE OF _____ }
COUNTY OF _____ } ss.

This record was acknowledged before me on _____, 2023 by Japneet Khaira as
President of Island Private Meadows Owners Association, a Washington nonprofit corporation.

[Stamp Below]

Signature
NOTARY PUBLIC in and for the State of _____
My Commission Expires _____