

Skamania County, WA  
Total: \$306.50  
CCR  
Pgs=4

2025-000744

05/19/2025 04:11 PM

Request of: SILVER STAR LAND COMPANY LLC



00021282202600007440040040

**WHEN RECORDED RETURN TO:**

Silver Star Land Company, LLC

1322 Skamania Mines Rd.

Washougal, WA 98671

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)

**DOCUMENT TITLE(S)** (or transaction contained therein) (all areas applicable to your document must be filled in)

Covenant Restricting Use of Land

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_ of document.

**GRANTOR(S):**

1. Kanati Falls Ranch, LLC

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

☐ Additional names on page \_\_\_\_ of document.

**GRANTEE(S):**

1. Silver Star Land Company

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

☐ Additional names on page \_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lot 2 of the KFR-2024 Short Plat recorded under auditor file number 2025-000714 Skamania County, State of Washington.

☐ Complete legal on page \_\_\_\_ of document.

**Assessor's Property Tax Parcel #02051800012000**

☐ Additional parcel numbers on page \_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

\_\_\_\_\_  
**Signature of Requesting Party**

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

## Covenant Restricting Use of Land

The land use restriction covenant ("Covenant") is made and entered into as of the date herein below stated, by Kanati Falls Ranch, LLC (Seller), and Silver Star Land Company, LLC (Buyer), regarding the adjoining properties herein described.

Kanati Falls Ranch, LLC is the owner of the real property hereinafter referred to as the "**Benefited Property**", legally described as:

### Parcel 1

The Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 18, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington,

Except the following described parcels of land;

Lots 1 and 2 of the KFR-2024 Short Plat recorded under auditor file number 2025-000714 Skamania County, State of Washington.

### Parcel 2

Lot 1 of the KFR-2024 Short Plat recorded under auditor file number 2025-000714 Skamania County, State of Washington.

Silver Star Land Company, LLC is the Buyer/ new owner of the real property hereinafter referred to as the "**Burdened Property**", legally described as:

Lot 2 of the KFR-2024 Short Plat recorded under auditor file number 2025-000714 Skamania County, State of Washington.

### **Recitals**

WHEREAS, the owner of the Benefited Property desires to impose certain restrictions on the use of the Burdened Property to protect the noise related enjoyment and use for events of the Benefited Property;

WHEREAS, the owner of the Burdened Property agrees to such restrictions as a condition of the purchase of the Burdened Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **Covenant**

**The Burdened Property is bound as follows:**

#### **Gunfire Noise Restrictions**

- The discharge of firearms on the Burdened Property shall be permitted only between the hours of 10:00 AM and 6:00 PM local time each day, unless otherwise restricted hereinbelow.
- The total duration of firearm discharge activities on the Burdened Property shall not exceed two (2) hours per day and shall not exceed a total of six (6) hours in a week (from Saturday through Friday).
- This restriction applies to all forms of firearm discharge, including but not limited to handguns, rifles, shotguns, and any other device capable of producing gunfire or noise audible on the Benefited Property.

- This restriction does not apply to the discharge of firearms in cases of self-defense or emergencies as permitted by Washington State law.
- This restriction will additionally apply during such dates and times that the Benefited Property hosts functions or events from time to time, upon prior written notice to the Burdened Property owner or occupant of the times and date(s) of such events during which gunfire will be restricted.
- No exceptions to the restrictions herein without the express written consent in advance by the Benefited Property owner.

**General Noise Control :** Any planned activity on the Burdened Property that is expected to generate sustained noise levels exceeding 80 decibels, as measured at the property line shared with the Benefited Property, for a period of more than thirty (30) minutes, shall require the prior written consent of the owner of the Benefited Property.

The owner of the Burdened Property shall provide written notice of such planned activity to the owner of the Benefited Property at least seven (7) days in advance. The activity shall not proceed without obtaining the required consent.

**Restrictions On Use:** Buyer is informed of and consents to seller's use of sellers adjoining and adjacent properties, for the hosting of events, including outdoor social and recreational events and activities, such as camping, retreats, weddings, and other such social and private gatherings, functions, and activities, on said property of Seller. Buyer further agrees and covenants not to object to, make complaints, or obstruct Seller's said use of Seller's property herein described, and as to any application made by Seller with the County of Skamania regarding any such use or events, both now and in the future. Buyer agrees that upon any breach or violation of this provision that Seller shall be entitled to liquidated damages in the sum of \$10,000.00 per violation, plus actual attorney fees and costs in having to enforce this agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

#### **General Provisions**

**Binding Effect:** This Covenant shall run with the land and shall be binding upon all future owners, successors, and assigns of the Burdened Property.

**Enforcement:** The owner of the Benefited Property shall have the right to enforce this Covenant through appropriate legal action, including but not limited to injunctive relief and/or damages for violations. The prevailing party shall be entitled to its costs and attorney's fees for any action to enforce this covenant.

**Amendment or Termination:** This Covenant may be amended or terminated only by a written instrument executed by the owners of both the Burdened Property and the Benefited Property.

**Severability:** If any provision of this Covenant is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**Recording:** This Covenant shall be recorded with the Skamania County Auditor's Office to provide notice to all future owners of the Burdened Property.

IN WITNESS WHEREOF, the undersigned has executed this Covenant as of the date below written.

Dated: 19 May, 2025

**Owner of the Benefited Property/ Seller:**

Kanati Falls Ranch, LLC

Anne Marie Engleman  
Anne Marie Engleman, Member/Manager

Mark Engleman  
Mark Engleman, Member/Manager

**Owner of the Burdened Property/ Buyer:**

Silver Star Land Company, LLC

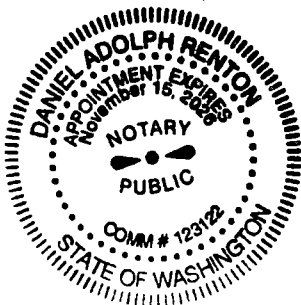
Anne Marie Engleman  
Anne Marie Engleman, Member/Owner

Mark Engleman  
Mark Engleman, Member/Owner

**ACKNOWLEDGMENT**

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF CLALLAM )

This record was acknowledged before me on MAY 19, 2025 (date), by Anne Marie Engleman and Mark Engleman, as the Member/Managers of Kanati Falls Ranch, LLC, and as the Member/Owners of Silver Star Land Company, LLC, for the uses and purposes mentioned in the instrument.



Dan A Renton  
(Signature of notary public)

VICE PRESIDENT  
(Title of office) DANIEL A. RENTON

My commission expires: 11/15/2026