

Any storage facility at "J" will be limited to one story at the eaves and be subject to site review by the FLLA.

1.3. **Community Building.** It is anticipated that the store will be moved from its present location into a new structure located at location "A" on the site plan. At that time the old store building will be converted for use as a "Community Building". Use of the Community Building shall be allowed only for one-time or recurring supervised Fallen Leaf community activities approved by a Community Building Usage Committee (under the auspices of the CSD). All Community Building activities shall be conducted with appropriate respect for the interests of the Community Building's immediate neighbors.

1.4. **Usage Committee Composition.** The Community Building Usage Committee shall be composed of five members drawn from the Fallen Leaf Community. Two members are to be nominated by those members of the community with homes located between, and including, Rockhaven (currently the Maderios property) and Glen Alpine Creek. The remaining three committee members are to be selected by the CSD Board giving consideration to geographical balance within the Fallen Leaf Community.

1.5. **Area Behind Community Building.** The area located between the back of the Community Building and the rock retaining wall will be used only for handicapped parking and pedestrian access to the Community Building.

2. **Marina Plan.** The CSD shall develop a marina as part of the Community Area (the "Marina") under the following conditions.

2.1. **Size and Configuration.** The Marina shall be comprised of piers extending from the old gas dock identified in Exhibit B and from the site of the existing boat slip piers also identified in Exhibit B. The Marina shall accommodate no more than one hundred four (104) boat slips with the possible exception of a temporary accommodation of up to two (2) fire department boats until such time as slips become available by attrition. And, absent a CSD Board determination of compelling marina safety, design, or operational problems, the pier or piers that extend from the old gas dock shall be limited to no more than forty (40) slips.

2.2. **Lease Terms.** The FLLA shall establish the Fallen Leaf Lodge Homeowners' Association ("FLLHA") which will have the right to lease Marina slips under the following terms and conditions.

2.2.1. **Number of Slips.** The FLLHA shall have the right to enter into long-term lease agreements for the lease of up to forty (40) Marina slips. In the unlikely event of outside governmental action to reduce the total marina size to significantly less than 104 slips, the CSD and FLLHA may reconsider this number. As a consideration for these lease rights and in expectation of slips equivalent in quality to the newest slips in the marina, the FLLHA will deposit \$20,000 with the CSD at closing of the land sale. This deposit will be returned to FLLHA by the CSD at the rate of \$1000 per year for 20 years, due and payable at the close of each season.