

## EXHIBIT "C"

### RIVERVIEW TOWNHOUSES HOMEOWNER'S ASSOCIATION FENCE LICENSE AGREEMENT

This Fence License Agreement ("Agreement") is effective this \_ day of \_\_\_\_\_, 20\_ (the "Effective Date") by and between, (hereinafter "the Homeowner") and Riverview Townhouses Homeowner's Association, Inc. (hereinafter "Riverview HOA"). (The Homeowner and Riverview HOA are hereinafter referred to collectively as "the Parties.")

#### RECITALS

**WHEREAS**, the Homeowner desires to put a fence up around Common Area owned by the Riverview HOA directly adjacent to his/her townhouse; and

**WHEREAS**, WHEREAS, Riverview HOA, by a vote of its Board of Trustees, wishes to allow the Homeowner and other Members of the Homeowner's Association if they so desire to put up fences around a reasonable portion of the Common Area owned by the Riverview HOA; and

**WHEREAS**, WHEREAS, Riverview HOA, by a vote of its Board of Trustees, is granting the Homeowner a license to put up a fence; and

**WHEREAS**, the Parties understand and agree that the license is not a conveyance or other transfer of property in fee simple; it is only a temporary license that can be revoked by Riverview HOA at any time for good cause, as Riverview HOA is the owner of the Common Area around which the Homeowner will build his/her fence.

#### COVENANTS

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

1. **Grant of License; Legal Description** Riverview HOA grants a license to the Homeowner of property located in Weber County, Utah, more particularly described as follows: **Legal Description:** All of Lot \_\_\_, Riverview Townhouses P.R.D.D.; **Property Address** \_\_\_\_\_: Sara Lane, Ogden, Utah 84412; **Tax ID:** 13-218\_\_\_\_\_. The license allows the Homeowner to build a fence on Common Area owned by Riverview HOA in the following dimensions: To be determined by the HOA Board or the HOA Design Committee on a case by case basis and attached to this license as an addendum hereto and incorporated into this license by this reference. This license shall be revocable at any time for good cause by Riverview HOA, and does not constitute a transfer or conveyance of property by Riverview BOA in any way.

2. **Revocation of License** Riverview HOA may revoke this license at any time for good cause, and by rules established according to the Declaration of Covenants of Riverview HOA and the Bylaws adopted by Riverview.
3. **Termination of License** This license does not run with the land and shall terminate upon the death of the Homeowner or the Homeowner's transfer of the property. Any new Homeowner can apply for a new license in his/her name with Riverview HOA.
4. **Maintenance of Fence** The Homeowner shall at his own expense and at all times maintain the fence in a state of good condition and repair. Should the Homeowner fail, in the sole opinion of the Riverview Board of Directors, fail to maintain the fence in a state of good condition and repair, the Homeowner, upon thirty (30) days advance written notice from the Board, either (a) remove the fence and restore the property where the fence was located to its original condition, or (b) repair the fence. Should the Homeowner fail to remove or repair the fence within thirty (30) days of receiving notice, the Board may, at the Board's option, either (a) remove the fence and restore the property where the fence was located to its original condition, or (b) repair the fence. All expenses incurred by the Board in removing or repairing the fence shall be assessed against the Homeowner and collected as a Common Expense from the Homeowner.
5. **Severability** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction for any reason, the invalid or unenforceable portion shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect and be enforceable in accordance with the non-severed provisions of this Agreement.
6. **Entire Agreement** This Agreement represents the entire agreement between the Parties and supersedes all prior agreements. No additional or different oral representation, promise or agreement shall be binding on any of the Parties hereto with respect to the subject matter of this instrument. This Agreement shall not be amended or otherwise modified in any manner except in a writing executed by the Parties hereto. The Parties further acknowledge that they are not
7. **Governing Law and Jurisdiction; Attorney Fees** This Agreement shall be construed in accordance with the laws of the State of Utah. In the event of litigation, this Agreement shall be enforceable by either Party, and the prevailing Party shall be entitled to its reasonable costs and attorneys fees associated with enforcing this Agreement. The exclusive venue and jurisdiction for any litigation arising from the terms of this Agreement shall be in a District Court of Weber County, Utah, and, if necessary for exclusive federal questions, the United States District Court for the District of Utah.
8. **Document Review** The Parties acknowledge that they have reviewed this document in its entirety before signing, and that they have each been advised to retain independent counsel to review this Agreement or any provisions of this Agreement before signing.

9. **Non-Waiver** No failure to exercise or enforce or delay in exercising or enforcing, or partial exercise or enforcement of, any right, obligation or commitment under this Agreement shall constitute a waiver thereof, nor shall it preclude any other or further exercise or enforcement of any right, obligation or commitment under this Agreement.
10. **Incorporation of Recitals** The recitals set forth on page 1 hereof are hereby made a part of this Agreement and are incorporated by this reference.

**IN WITNESS WHEREOF**, the Parties represent and warrant that they: (a) have read this Agreement; (b) have the authority to execute it on behalf of each Party on whose behalf they have signed; and (c) understand its contents and are executing it freely and voluntarily with an intent to bind themselves to its terms. This Agreement is accepted and agreed to by the Parties as indicated by their signatures below. The Parties hereto have executed this Agreement as of the day and year first above written.

RIVERVIEW HOA

BY: \_\_\_\_\_  
ITS:

\_\_\_\_\_  
(HOMEOWNER NAME PRINTED)

\_\_\_\_\_  
(HOMEOWNER SIGNATURE)