

Providence Gateway Townhomes Owners Association, Inc.
Rule – Signs

1. Purpose

The purpose of this Rule is to implement and clarify the sign restrictions contained in the Townhome Declaration¹ and the Master Declaration² (collectively, the “Declarations”). This Rule is intended to protect the appearance and character of the community, reduce visual clutter, and ensure consistent and enforceable application of the Declarations’ covenants regarding signs.

2. Authority

This Rule is adopted pursuant to the Townhome Declaration § 5.7 (Individual Assessments), 6.4.3 (Rulemaking), § 6.4.5 (Enforcement (Fines)), § 9.8 (Signs), and § 11.2 (Enforcement of Governing Documents); and the Master Declaration § 5.9 (Rules), § 5.10 (Enforcement Rights), § 8.10 (Individual Assessments), and § 11.1 (Signs). It is also consistent with the general powers granted to Utah nonprofit corporations under Utah Code § 16-6a-302 and the rulemaking powers of community associations under Utah Code § 57-8a-217.³ A violation of this Rule constitutes a violation of the Governing Documents and may result in enforcement action, fines, or cost recovery through Individual Assessments.

3. Definitions

A. Item, Customary. “Customary Item” means any object or display of a decorative, artistic, or functional nature, not otherwise defined herein, that is customarily used in residential settings for identification, ornamentation, or household purposes.

B. Item, Decorative. “Decorative Item” means a customary ornamental object or display intended primarily for aesthetic effect, including seasonal decorations, holiday wreaths, yard art, and similar items.

C. Item, Functional. “Functional Item” means a customary utilitarian object intended primarily for household or safety purposes, including doormats, house numbers, mailboxes, or light fixtures.

D. Markings, Vehicle. “Vehicle Markings” means any license plate, registration decal, inspection sticker, manufacturer or dealer badge, emblem, bumper sticker, paint, wrap, logo, graphic, advertising display, or similar marking affixed to, painted on, or otherwise displayed on

¹ Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Providence Gateway Townhomes, recorded on February 22, 2022, as Entry No. 1312948 in the Recorder’s Office of Cache County, Utah.

² Master Declaration of Covenants, Conditions, and Restrictions for Providence Gateway, recorded on February 22, 2022, as Entry No. 1312871 in the Recorder’s Office of Cache County, Utah.

³ Utah Code § 57-8a-217 applies only to rules adopted by community associations under the Utah Community Association Act. It does not override or invalidate restrictions recorded in a declaration of covenants. In other words, it limits what the Board may regulate by rule, but the declaration’s restrictions remain in force unless amended as provided by law.

a vehicle, including a passenger vehicle, work vehicle, motorcycle, bicycle, recreational vehicle, trailer, golf cart, or toy vehicle. Vehicle Markings do not include political or social advocacy messages displayed in or on a vehicle, which shall be treated as Signs.

E. Message. “Message” means any statement, symbol, image, display, or communication, conveyed by any medium, that is visible from outside a Living Unit or Lot and reasonably perceived as expressing information, advocacy, identification, or promotion.

F. Message, Political. “Political Message” means a Message that advocates for or against a candidate for public office, a political party, or a ballot issue, or that otherwise relates directly to an election, initiative, referendum, recall, or other electoral process.

G. Message Promotional. “Promotional Message” means a Message that conveys the identity of, promotes, or advertises a business, brand, product, service, event, or other commercial enterprise, but does not include incidental or minor references such as manufacturer labels, logos, or marks that are not displayed in a noticeable or purposeful way.

H. Message, Social Advocacy. “Social Advocacy Message” means a Message that expresses support for, or opposition to, a social, cultural, or ideological cause, movement, or viewpoint, including but not limited to issues of public policy, social justice, cultural identity, gender identity, or other issue-oriented causes. A Social Advocacy Message does not include a Political Message.

I. Message, Religious. “Religious Message” means a Message that expresses support for, or opposition to, a religion, faith, deity, spiritual practice, or religious organization.

J. Notice, Official. “Official Notice” means any posting, including but not limited to a notice, placard, marker, curb marking, or sign, that serves a legally required, safety-related, regulatory, enforcement, or other official purpose under law or under the authority of the Association, a governmental entity, a utility provider, or other lawfully authorized party.

K. Sign. “Sign” means any statement, symbol, image, marking, device, or communication conveyed by any medium—including physical, printed, painted, digital, electronic, projected, or illuminated—that is visible from outside the boundaries of a Living Unit or Lot and reasonably perceived as communicating any message or information, regardless of duration. Examples of Signs include, without limitation: (i) yard or lawn signs; (ii) window or door posters, decals, or displays; (iii) flags, banners, streamers, pennants, or placards; (iv) business logos or other commercial advertising; (v) digital, electronic, or projected displays; (vi) messages conveyed by any medium, including chalk, paint, lighting, inflatables, or vehicles; or (vii) any other display reasonably perceived as communicating a Message. Sign does not include Decorative Items, Functional Items, Official Notices, Customary Items, or Vehicle Markings. However, Decorative Items, Functional Items, Customary Items, and Official Notices shall be treated as Signs if they convey Political Messages, Promotional Messages, or Social Advocacy Messages, and Vehicle Markings shall be treated as Signs only if they convey Political Messages or Social Advocacy Messages. The mere presence of incidental manufacturer names, logos, brands, URLs, or similar markings shall not, by itself, cause any item or marking to be treated as a Sign.

L. Sign, Holiday. “Holiday Sign” means a temporary display that is clearly related to a state or federal holiday officially recognized in Utah, and not to any other observance, cultural event, or personal occasion.

M. Sign, Home Security. “Home Security Sign” means a Sign that identifies a home security or alarm monitoring service, including yard signs or window decals provided by companies such as ADT, Vivint, SimpliSafe, or Brinks, and other similar providers.

N. Sign, Political. “Political Sign” means a Sign that conveys a Political Message.

O. Sign, Promotional. “Promotional Sign” means a Sign that conveys a Promotional Message.

P. Sign, Real Estate. “Real Estate Sign” means a Sign advertising the sale, lease, or rental of a Living Unit or Lot, including “For Sale,” “For Rent,” “Open House,” and other signs customarily used in the real estate industry.

Q. Sign, Social Advocacy. “Social Advocacy Sign” means a Sign that conveys a Social Advocacy Message.

R. Sign, Religious. “Religious Sign” means a Sign that conveys a Religious Message.

4. Sign Rule

4.1. General Rule

Pursuant to the Declarations, all Signs are prohibited within the Project unless expressly allowed under this Rule, the Declarations, or applicable law.

4.2. Permitted Signs

4.2.1. Holiday Signs

Each Living Unit may display Holiday Signs, as defined herein, subject to the following restrictions:

(a) Timing. Holiday Signs may be displayed beginning no earlier than thirty (30) days before the recognized holiday and must be removed no later than fourteen (14) days after the holiday, except that Christmas Holiday Signs may be displayed beginning on Thanksgiving Day and must be removed no later than January 31.

(b) Location. Holiday Signs may be displayed: (i) on the interior side of Living Unit windows; or (ii) within Limited Common Area appurtenant to the Living Unit, provided such displays do not cause damage, create a hazard, or obstruct ingress, egress, or visibility. Holiday Signs may not be placed on building exteriors, any Limited Common Area not appurtenant to the Unit, or any Common Area.

(c) Size and Type. Holiday Signs must be of reasonable scale suitable for window or appurtenant Limited Common Area display. Inflatables are prohibited, as are any displays requiring placement in Common Area or non-appurtenant Limited Common Area.

(d) Damage and Cost Responsibility. Holiday Signs may not involve alteration of, or damage to, the exterior of a building, any Limited Common Area, or any Common Area. To the extent that the display of a Holiday Sign increases the Association's costs of maintenance, repair, insurance, or other related expenses, such costs shall be assessed to the Owner as an Individual Assessment under the Declaration.

(e) Christmas Lights. Conventional Christmas string lights may be displayed on appurtenant Limited Common Area during the period specified in subsection (a). Owners are responsible for ensuring safe installation and use, including the placement of electrical cords. Each Owner displaying Christmas lights assumes all responsibility and liability for any personal injury, property damage, or other harm related to the display, and shall indemnify, defend, and hold harmless the Association against any and all related claims.

4.2.2. Home Security Signs

Each Living Unit may display one (1) Home Security Sign, as defined herein, per visible frontage, provided the sign is displayed on a window (interior or exterior) or on an exterior door of the Unit. Home Security Signs may not be affixed to walls, siding, fences, landscaping, mailboxes, any Limited Common Area, or any Common Area.

Each Home Security Sign must not exceed twelve (12) inches by twelve (12) inches in size and must be of a standard manufacturer-issued design. No illumination or electronic display is permitted. Home Security Signs may remain in place on a continuing basis for so long as the associated security service is active.

4.2.3. Official Notices

Official Notices, as defined herein, may be posted or displayed by the Association, a governmental entity, a utility provider, or another lawfully authorized party. Official Notices may be placed as reasonably necessary for inspection, safety, regulation, enforcement, construction, maintenance, service, or other official purposes, including, without limitation, those authorized or required by law.

Official Notices are not subject to the size, location, or duration restrictions applicable to Signs under this Rule. However, Official Notices shall be limited in scope and duration to what is reasonably required to fulfill their purpose, and shall be removed promptly when no longer necessary.

4.2.4. Real Estate Signs

Each Living Unit may display one (1) Real Estate Sign, as defined herein, provided the sign is displayed from inside the Living Unit, visible through a window. Real Estate Signs may not be placed on or displayed from the exterior of the Living Unit, any Limited Common Area, or any Common Area.

Real Estate Signs must be removed within seven (7) days after closing of sale or completion of lease/rental.

4.2.5. U.S. and Utah Flags

Each Living Unit may display one (1) United States flag or state flag of Utah consistent with the Federal Freedom to Display the American Flag Act of 2005, Utah Code §57-8a-219, and United States Code Title 4, Chapter 1, as applicable, provided the flag is displayed: (1) from inside the Living Unit, visible through a window; (2) within or upon Limited Common Area appurtenant to the Living Unit; or (3) from the Living Unit's exterior. United States flags may not be placed on or displayed from any portion of a building that is not part of the Living Unit, any Limited Common Area that is not appurtenant to the Living Unit, or any Common Area.

Displayed flags must be of a reasonable size, which for purposes of this Rule shall not exceed 3 feet by 5 feet.

Any flag display must not involve alteration of, or damage to, the exterior of a building, any Limited Common Area, or any Common Area. Owners may not drill into, fasten, or otherwise affix flag holders, mounts, or other hardware to any building exterior, Limited Common Area, or Common Area. To the extent that the display of a flag increases the Association's costs of maintenance, repair, insurance, or other related expenses, such additional costs shall be assessed to the Owner of the Living Unit as an Individual Assessment under the Declaration. The purpose of this restriction is to prevent avoidable and potentially costly damage to the building exteriors within the Project.

For clarity, Utah law (§ 57-8a-219) protects only the display of a United States flag. Other flags, including state flags, POW/MIA flags, and military branch flags, are not protected by statute and may be regulated or prohibited by the Association unless otherwise authorized by Rule.

4.3. Prohibitions

4.3.1. Content Prohibitions

The following types of Signs remain prohibited pursuant to the Declarations: Political Signs, Promotional Signs, Social Advocacy Signs, and Religious Signs. All other Signs likewise remain prohibited unless expressly authorized by the Declarations, this Rule, or applicable law.

4.3.2. Size Prohibitions

Signs exceeding 18 inches by 24 inches in size are prohibited regardless of content or category, except as expressly authorized by this Rule.

4.3.3. Location Prohibitions

Signs placed on: (i) the exterior of a Living Unit or building; (ii) any Limited Common Area, or (iii) any Common Area are prohibited regardless of content, size, or category, except as expressly authorized by this Rule.

5. Compliance and Liability

Each Owner is responsible for compliance with this Rule by all Occupants, tenants, guests, invitees, and contractors of the Owner's Living Unit, and shall be jointly and severally liable for violations committed by such parties.

6. Enforcement

6.1. Violations – Any unauthorized use of Signs constitutes a violation of this Rule and the Declarations.

6.2. Fines – Violations of this Rule are subject to fines in accordance with Utah Code § 57-8a-208 and the Association’s Fine Schedule as adopted and amended by the Board pursuant to Declaration §§ 6.4.5 and 11.2. Fines may escalate for repeated offenses.

6.3. Removal – The Association may remove unauthorized Signs without further notice if placed on Common Area or on Limited Common Area not appurtenant to a Living Unit, or if creating a safety hazard. In all other cases, including within appurtenant Limited Common Area, the Association may remove unauthorized Signs if not corrected after written notice.

6.4. Removal Costs – All costs incurred by the Association to remove or remediate unauthorized Signs, or to repair damage or increased expenses caused by a Sign or its display, may be charged to the responsible Owner as an Individual Assessment pursuant to Townhome Declaration § 5.7, together with administrative and legal costs, including reasonable attorney fees. “Responsible Owner” includes any Owner liable under Section 5 of this Rule for violations by Occupants, tenants, guests, invitees, or contractors.

7. Reporting

Violations may be reported to the Board or Manager. Reports should include, to the extent available, the name of the violator, unit number, and photos. Reports will be considered by the Association, in its discretion, in determining whether and what enforcement action to take.

8. Terms

All capitalized terms used in this Rule and not expressly defined herein shall have the meanings given to them in the Townhome Declaration, as amended from time to time.

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