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A REYNA TINAELL

NANCY KNIGHT 1803 E. Lipan Circle Fort Mohave, AZ 86426 928-768-1537 nancyknight@frontier.com

Plaintiff Pro Per

# IN THE SUPERIOR COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MOHAVE

NANCY KNIGHT

Plaintiff.

and

GLEN LUDWIG and PEARL LUDWIG,
Trustees of THE LUDWIG FAMILY TRUST;
FAIRWAY CONSTRUCTORS, INC.;
MEHDI AZARMI; JAMES B. ROBERTS and
DONNA M. ROBERTS, husband and wife;
JOHN DOES 1-10; JANE DOES 1-10; ABC
CORPORATIONS 1-10; and XYZ
PARTNERSHIPS 1-10.

Defendants.

Case No.: **CV 2018 04003** 

REPLY TO DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT ON SIGNAGE

Honorable Judge Jantzen

Comes now Plaintiff Pro Per Nancy Knight respectfully petitioning for Partial Summary Judgment pursuant A.R.S. Rule 129 and Rule 59 regarding Defendants' business advertising signage on unimproved lots in Desert Lakes Golf Course and Estates Tract 4076 in whole or only in part within Tract 4076-B.

The Plaintiff's purpose for the partial Summary Judgment is to dispense the issue of law and fact with respect to the defendant's advertising (signs) that is a **Material Fact** and can have an effect on at least a partial outcome in this case. (Emphasis supplied).

A subsequent purpose, upon a favorable ruling, may allow the Plaintiff to proceed



with Injunctive Relief that in the absence of being able to finalize this area of the case has created, and potentially can continue to create, multiple victims yet to be named as the Does as will be explained further in the Plaintiff's Statement of Facts with one such example as an attached exhibit. (Emphasis supplied today - since the Defendants apparently missed the point).

### REPLY TO DEFENDANTS' DISPUTED FACTS

White collar crime: The court does not need this explanation but apparently the Defendants do. Defendants will be judged by the victims. The term white-collar crime is characterized by deceit, concealment, or violation of trust. The motivation behind these crimes is financial—to obtain or avoid losing money, property, or services or to secure a personal or business advantage. "Build to Suit" has led to multiple victims who have had homes built, apparently to suit the developer, without full disclosure of the setback conditions established in 1993 for the entire Desert Lakes Golf Course and Estates Subdivision Tract 4076 Special Development zoning pursuant to Res 93-122. A lack of full disclosure is generally characterized as deceitful.

It is also deceitful to deny knowledge of the legal name for the Desert Lakes Subdivision Tract 4076 since Defendant Azarmi was the proponent for the Amendment that was intended to affect the entire Desert Lakes Subdivision Tract 4076 setbacks.

Desert Lakes Subdivision Tract 4076 is the legal description for the Subdivision according to the Board of Supervisors in their Recorded DENIAL of Mr. Azarmi's proposal that cost the taxpayers of Mohave County an estimated \$12,500 in an attempt to abolish the Special Development zoning of 20-5-20 setbacks (front-side-rear) that was

"clarified" by Res. 93-122 in 1993 by Frank Passantino of Desert Lakes Development

L.P. and with the deceitful lack of full disclosure to every property owner in Desert Lakes
who was offered the opportunity to opt-in for what appeared to be an attractive offer and
these property owners didn't even have to put a postage stamp on the envelope because
the County provided a self-addressed stamped envelope at \$1.49 each for 762 APNs.

They couldn't risk not having the waivers returned for lack of a postage stamp could
they? Mr. Azarmi's fellow Planning Commissioners were also not informed that this
resolution was a violation of the CC&Rs and he was able to get a unanimous vote to
approve. Shameful. Deceitful. Well connected.

Pointed out with arrows on Exhibit 1: "WHEREAS, the Assessor's Parcel Numbers shown above are located within the <u>Desert Lakes Subdivision Tract 4076</u>.

(Emphasis supplied) The subdivision is accessed on State Highway 95, then east onto Joy Lane approximately .75 miles to the site, and..." **Exhibit 1** – Fee# 2016046551

Resolution No. 2016-125

The motive for Build to Suit advertising, in the absence of full disclosure on the setback conditions in the Declaration, is alleged to be a larger building footprint and therefore higher profits. As the single developer in Desert Lakes with advertising on residential lots, these signs pose a business advantage against competition by those who follow the rules established in the CC&Rs.

Plaintiff denies any "derivative" subdivision included in her adjudicated rights to enforce violations in Tract 4076-B of Desert Lakes Subdivision Tract 4076. She does however believe the court is in error in taking every property owner's rights to

prosecution within the entire Desert Lakes Subdivision Tract 4076 over a technicality of interpretation on whether Desert Lakes Development L.P. intended "subdivision" to be one-and-the-same as "said tract" when they wrote the CC&Rs. Derivative will be addressed in Plaintiff's Response to Defendants' Motion for Summary Judgment filed on or about December 6, 2019

Plaintiff agrees that her matter is not a criminal case; it is strictly a civil case. The victims of these "Build to Suit" signs have a legitimate criminal complaint if they were duped by this Developer. Plaintiff is just bringing to the Court's attention of the need to protect future unsuspecting readers of these signs who become victims of setback violations. An amendment to 93-122 was DENIED. SDR setbacks conform to the CC&R setbacks 20-5-20 (front-side-rear). The Defendant can sneak around and get approvals in error from an unsuspecting clerk or circumvent the watchful eyes of Development Services Planners and get the Board of Adjustment to approve a variance. Defendants refuse to follow the rules that are intended as a mutual benefit for all property owners in Desert Lakes Subdivision Tract 4076.

The exhibits presented in the Motion for Partial Summary Judgment that relates to Siavosh Sanaye, or Sanaye Siavosh, or now Siavosh Sanye, whose name the Defendants keep misspelling, is evidence that Build to Suit is not a victimless crime and that the Court is encouraged to rule in favor of the Plaintiff and against Fairway Constructors and put a rest to the conflict that Build to Suit signs are one-and-the-same as for sales signs.

No case law has been presented by the Defendants to support off-premises advertising of their development business on unimproved residential lots. Statute 33-441

does not gut Covenant 12. Nowhere does the defendant's sign claim the lot on which their sign is posted is "for sale". Covenant 12 is not abandoned as a result of 33-441 which is intended specifically for signs by owners or realtors on lots with "for sale" signs. Billboards are not abandoned as a result of 33-441 nor is advertising.

In fact, Build to Suit is generally a sign posted on lots that are NOT for sale but for lease where the owner of the lot will build to suit for a future tenant. This is commonly done in commercial or industrial zoned areas.

This Defendant's business is the only development company advertising on residential lots in the entire Desert Lakes Subdivision Tract 4076 from inception of this Complaint to date. This development company does not own the lots on which the sign is displayed. The sign directs viewers to call the company. It is an off-premises advertising sign.

Lack of enforcement is not the issue in this case. Defendant's Motion for Summary Judgment to dismiss this case on the premise of abandonment is not only a false premise but may be unconstitutional. Where is due process for the seven hundred property owners in Desert Lakes Subdivision Tract 4076 that will be impacted by a ruling in favor of the Defendants for their rights so prosecute proceedings in law?

The hazard has been proven by the Defendant's own photographic evidence of "Wind Spun" damage to the sign and sign rider and uprooted legal real estate signs as well. The hazard is due to being carried by the wind and striking persons or property. Serious damage can occur from metal signs especially rusted ones with sharp edges. Plaintiff never claimed rust was a "health" hazard, albeit rusty nail puncture wounds can

cause tetanus. The hazard Plaintiff claimed was clearly a safety issue from harm of the rusted sheet metal flying through the air after it has been wind-spun off its rider. The riders too have been shown to not only become uprooted but to have come apart from long-term exposure to the elements.

The Arizona Department of Real Estate confirmed the sign is not a for sale sign by US Southwest. In fact, the logo for the US Southwest confirms this is for their Development Services division. The Plaintiff never said the sign is intended to deceive the jury. The photographic evidence that is prominently labeled USSW is what is deceiving as if it was a US Southwest sign. Plaintiff went to a great deal of effort to provide copies of the exhibits. Plaintiff was perfectly clear on this issue.

Mohave County Development Services has taken the position that Scott Holtry is to interpret the ordinance - Not Nancy. When a subordinate receives such a communication from his manager, it is generally perceived as a threat to his job. Mr. Holtry has always been a man of integrity until this apparent threat was sent to him by Manager Christine Ballard. Christine Ballard is suspected of being under pressure as she too is not acting in a manner that is befitting of her long-standing reputation for integrity until this incident. Something is wrong! The ordinance and the definitions are clear. No interpretation is necessary. The court would do well to rule in favor of the Plaintiff for all concerned. **Exhibit 2** – Christine Ballard's smartphone message

### Reply to Defendant's Statement of Facts

- 1. Plaintiff disagrees that Build to Suit is protected language under ARS 33-441. There has been no abandonment of the Covenants. The only beneficiaries of the failure of the court to allow the Plaintiff to enforce the CC&Rs would be those who plan to benefit financially and/or commercially such as the Defendants.
- 2. Same rationale as for supra exhibit 2. No interpretation is necessary. Follow the rules.
- 3. Covenant 12 does not fall. There has been no abandonment of the CC&Rs.

  There has been no due process for the abandonment of the rights that are being taken from every property owner in Desert Lakes who had an expectation of protection of their property values due to the benefits of the CC&Rs.
- 4. Hearsay signage history is irrelevant. Also see Plaintiff's reply to Affidavits herein.

# **CONCLUSION**

Plaintiff is unaware of any statement that she characterized any legitimate real estate signage as illegal. Defendants need to quote the Plaintiff. As the Court is aware, the Plaintiff does not consider any for sale sign posted by a realtor to be in violation of Statute 33-441. The Arizona Department of Real Estate confirmed that US Southwest Development Services logo is not representing USSW with an unnamed licensed agent for selling the lot. They confirmed that the phone number is for the Developer. The CC&Rs are clear on the provision of changes in law since the recording of the Declaration. The CC&Rs do not prohibit for sale signs on unimproved lots at this time.

 The only party to the action on the violation of advertising on unimproved lots is Fairway Constructors. It is their phone number on the sign. It is Fairway Constructors that is in violation of the Contract together with the lot owners who are principles in ownership of Fairway Constructors therefore they are one-and-the-same parties to this particular violation. Ann Pettit of US Southwest is not a party to this action. She is not the owner of the sign.

Plaintiff believes the Court has jurisdiction to dispense controversial claims between the "build to suit" advertising signs versus "for sale" signs as an issue of law and a Material Fact in this matter.

Plaintiff pleads for clarification on this point as it affects Plaintiff's ability to proceed with Count Two of her Complaint for Injunctive Relief, preliminary and permanently, that has been stalled over the advertising violation issue for over a year.

Summary Judgment is necessary to dispense the controversy over whether the signs are business advertising or one-and-the-same as for sale signs.

Desert Lakes' property owners acquired a property interest on all other lots similarly burdened for the benefit of their own property. Mutuality of benefit. That fact significantly affects the expectations of the parties. The recording statutes operate to protect the expectations of the grantee and secure to him the full benefit of the exchange for which he bargained. The uncertainty introduced into subdivision development would in many cases circumvent any plan for the orderly development of such properties and result in a crazy-quilt pattern of uses frustrating the bargained-for expectations of the lot owners in the tract. This is especially true for lost views by the self-serving interests of

larger building footprints and therefore higher profits that has apparently already taken place in this case with "Build to Suit" advertising. Our CC&Rs play a vital role in the preservation of the general plan that was designed by the developer, Desert Lakes Development L.P., for the mutual benefit <u>and protection</u> of all property owners. (Emphasis supplied).

In an effort to exhaust all administrative remedies and for relief from uncertainty and insecurity with respect to CC&R violations on advertising (signage), Plaintiff seeks a judgment of law and Material Fact with respect to the advertising violation.

Plaintiff seeks a Court Order/Ruling declaring the Defendant's signage is not "for sale" signage and therefore has been a violation of the CC&Rs during this litigation.

This relief from uncertainty and insecurity is intended to afford the Plaintiff her rights to Injunctive Relief that is pending adjudication. Refer to page 16 of her Complaint as filed in January 2018 as follows:

- 61. Plaintiff is entitled to preliminary and permanent injunctions enjoining Defendants from all current signage violations on unimproved lots.
- 62. Plaintiff is entitled to preliminary and permanent injunctions enjoining Defendants from any existing or future <u>violations</u> of the CC&Rs including but not limited to <u>setback</u> reductions and <u>signage</u> on unimproved lots. (Emphasis supplied to clarify signage violations it does not say "for sale" sign violations)
- 63. Plaintiff is entitled to reasonable monetary compensation that does not exceed the jurisdictional limit of the Court including but not limited to filing fees, compensation for hours of research, emails, letters and postage, and physical and emotional distress from the battle to protect her Desert Lakes Community from CC&R violations. The amount found due by a jury herein or found due by judgment of the Court. (Emphasis supplied)

## PLAINTIFF'S RESPONSE TO DEFENDANT'S AFFIDAVIT EXHIBITS

Mr. Azarmi has a long-standing proven record of disingenuous testimony. Plaintiff does not consider his affidavit as worth the paper it is written on.

Mr. Kukreja does not even know where he purchased his lots. He did not purchase 183 lots in Desert Lakes.

All of the others should be considered cronies in crime who are attempting to absolve themselves of their violations, unsafe business practices, and other misdeeds.

Plaintiff pleads for Judgment on whether the Defendant's signs are "advertising" on unimproved lots in violation of the CC&Rs.

Plaintiff pleads for clarification on whether we need to wait for jury trial as a matter of fact on the signage issue.

Plaintiff pleads for clarification on whether we can continue the procedure for Injunctive Relief, Response, and Reply that stalled in 2018 or begin anew.

Defendant should NOT be awarded attorney fees in association with the Plaintiff's Motion for Partial Summary Judgment - or any of the other proceedings in this matter.

Plaintiff pleads for an award for doing more than any attorney would have done in an amount equal to an equitable and just fee as determined by the court.

RESPECTFULLY SUBMITTED this 26th day of December, 2019

Many In

Nancy Knight

1 2 3	Copy of the foregoing was emailed on December 26, 2019 to: djolaw@frontiernet.net Attorney for the Defendants
4	The Law Office of Daniel Oehler
5	2001 Highway 95, Suite 15, Bullhead City, Arizona 86442
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# Exhibit 1

"Desert Lakes Subdivision Tract 4076" Confirmed by County Board of Supervisors



# FEE# 2016046551

OFFICIAL RECORDS OF MOHAVE COUNTY ROBERT BALLARD, COUNTY RECORDER



10/13/2016 03:10 PM Fee: \$0.00

PAGE: 1 of 3

#### **RESOLUTION NO. 2016-125**

A RESOLUTION SETTING FORTH A DENIAL OF AN AMENDMENT TO BOS RESOLUTION NO. 93-122 ON ASSESSOR'S PARCEL NOS. 226-11-002-226-11-012-226-11-014, 226-11-015, 226-11-031, 226-11-032, 226-11-034, 226-11-035, 226-11-036, 226-11-037, 226-11-042, 226-11-044, 226-11-045A, 226-11-047, 226-11-049, 226-11-050, 226-11-052, 226-11-056, 226-11-058, 226-11-063, 226-11-064, 226-11-072, 226-11-075, 226-11-077, 226-11-092, 226-11-099, 226-11-102B, 226-11-103A, 226-11-104, 226-11-108, 226-11-109, 226-11-110, 226-11-125, 226-11-118, 226-11-120, 226-11-125, 226-11-133, 226-11-134, 226-11-144, 226-11-145, 226-11-147, 226-11-156, 226-11-166, 226-11-167, 226-11-168, 226-11-173, 226-11-176, 226-11-177, 226-11-179, 226-11-180, 226-11-182, 226-11-184, 226-11-185, 226-11-188, 226-11-191, 226-11-192, 226-11-202, 226-11-212, 226-11-217, 226-11-225, 226-11-229, 226-11-233, 226-13-001, 226-13-002, 226-13-003, 226-13-008, 226-13-009, 226-13-011A, 226-13-013, 226-13-016, 226-13-023, 226-13-025A, 226-13-027, 226-13-035, 226-13-036, 226-13-037, 226-13-038, 226-13-039, 226-13-049, 226-13-059, 226-13-061, 226-13-062, 226-13-064, 226-13-065, 226-13-079, 226-13-082, 226-13-083, 226-13-085, 226-13-086, 226-13-088, 226-13-090, 226-13-095, 226-13-102, 226-13-120, 226-13-126, 226-13-136, 226-13-141, 226-13-149, 226-13-152, 226-13-154, 226-13-157, 226-13-160, 226-13-165, 226-13-166, 226-13-167, 226-13-168, 226-13-172, 226-13-173, 226-13-174, 226-13-175, 226-13-177, 226-13-179, 226-13-181, 226-13-191, 226-13-201, 226-13-208, 226-13-211, 226-13-218, 226-13-225, 226-14-008, 226-14-010, 226-28-001, 226-28-009, 226-28-014, 226-28-015, 226-28-021, 226-28-028, 226-28-029, 226-28-030, 226-28-031, 226-28-036, 226-28-037, 226-28-040, 226-28-057, 226-28-060, 226-28-061, 226-28-066, 226-28-068, 226-28-070, 226-28-071, 226-28-088, 226-28-111, 226-28-126, 226-28-129, 226-28-130, 226-28-131, 226-28-135, 226-28-137, 226-28-148, 226-28-161, 226-28-168, 226-28-171, 226-28-172, 226-28-177, 226-28-180, 226-28-183, 226-28-187, 226-28-192, 226-28-193, 226-28-203, 226-28-215, 226-28-216, 226-28-217, 226-28-218, 226-28-219, 226-28-221, 226-28-227, AND 226-28-229, TO ALLOW FOR A SETBACK REDUCTION-IN FRONT YARDS FROM 20 FEET TO 15 FEET AND IN REAR YARDS FROM 20 FEET TO 15 FEET, IN THE SOUTH MOHAVE VALLEY VICINITY, MOHAVE COUNTY, ARIZONA.

WHEREAS, at the regular meeting of the Mohave County Board of Supervisors held on October 3, 2016, a public hearing was conducted to determine whether approval should be granted for an Amendment to BOS Resolution 93-122, as requested by Mohave County, and

WHEREAS, the Assessor's Parcel Numbers shown above are located within the Desert Lakes Subdivision Tract 4076. The subdivision is accessed on State Highway 95, then east onto Joy Lane approximately .75 miles to the site, and



### **RESOLUTION NO. 2016-125**

PAGE 2

WHEREAS, all subject properties are currently zoned S-D/R (Special Development/Residential) zone, and consist of vacant lots and single-family residential dwellings. The properties were zoned S-D/R (Special Development/Residential) as approved and amended by BOS Resolution No. 89-116 adopted December 4, 1989 and BOS Resolution No. 93-122 adopted May 3, 1993. A setback of twenty (20') feet in the front and rear yard and five (5') feet in the side yard was established with BOS Resolution No. 93-122. The surrounding zoning is S-D/R (Special Development/Residential) and S-D/C (Special Development/Commercial). The surrounding land uses consist of single family residential and a golf course, and

WHEREAS, as of December 2, 2015, revisions to the Monave County Zoning Ordinance took effect including Section 35.B, Setbacks and Area Requirements. This section of the Zoning Ordinance was revised per Mohave County Ordinance 2015-07. The revisions reduced the front yard setback from 20 feet to 15 feet and reduced the rear yard setback from 25 feet to 15 feet on residentially zoned properties. However, the new setbacks did not apply to properties located within the Desert Lakes Subdivision because the setbacks within the subdivision were set by BOS Resolution No. 93-122. In order to change the setbacks within the Desert Lakes Subdivision, an amendment would have to be made to the resolution, and

WHEREAS, to mitigate the need to make future amendments to the resolution, Development Services sent out individual packets to all property owners within the Desert Lakes Subdivision. The packets included a letter from Development Services that explained the reduction in setbacks and its process, a response form that indicated whether or not the property owner would like to be included in the reduction in setbacks, a Waiver of Claims for Diminution in Value form, and a prepaid return envelope. In order to be included in the proposed amendment to BOS Resolution 93-122 each property owner had to check "Yes" on the response form, sign both the response and waiver forms, and return it to the Development Services Department by July 25, 2016. A total of 762 parcels were included in the mailing with 180 responding yes, 62 responding no, 32 that did not send in all of the needed paperwork, and 22 that were returned by the Post Office because of a bad address, and

WHEREAS, the following described Findings of Fact are for the above-captioned item:

- a. All notices have been advertised and posted according to regulations.
- b. The proposed action and effect comply with the Mohave County General Plan.

WHEREAS, at the public hearing before the Mohave County Planning and Zoning Commission on September 14, 2016, the Commission recommended APPROVAL of the Amendment to BOS Resolution No. 93-122, subject to the following:

That the setbacks shall not be less than twenty (20') fifteen (15') feet back from the front and rear property lines and five (5') feet from side property lines.

WHEREAS, the notice of hearing was published in the Kingman Daily Miner, a newspaper of general circulation in Kingman, Mohave County, Arizona, and in the Mohave Valley News, a newspaper of general circulation in South Mohave Valley, Mohave County, Arizona, on September 18, 2016, and was posted on September 16, 2016, as required by Arizona Revised Statutes and the Mohave County Zoning Regulations; and

### **RESOLUTION NO. 2016-125**

PAGE 3

WHEREAS, the Board of Supervisors accepted public testimony and considered the testimony in their decision making process.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors, at their regular meeting on Monday, October 3, 2016, DENIED this Amendment to BOS Resolution No. 93-122.

MOHAVE COUNTY BOARD OF SUPERVISORS

**ATTEST** 

Jean Bishop, Chairman

Ginny Anderson, Clerk of the Board

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6	Exhibit 2 July 24, 2019 Smartphone communication
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8	On Interpretation of the Ordinance.
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### **Nancy Personal Mail**

From: "Christine Ballard" < Christine Ballard@mohavecounty.us>

Date: Wednesday, July 24, 2019 2:38 PM

To: "Nancy Personal Mail" <nancy@thebugle.com>

Subject: Re: No Violations Found

I think you got this but keep in mind we interpret the zoning ordinance not Nancy.

Sem from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Nancy Personal Mail <nancy@thebugle.com>

Date: 7/24/19 3:08 PM (GMT-07:00)

To: Scott Holtry <Scott.Holtry@mohavecounty.us>, Jenny Nelson <Jenny.Nelson@mohavecounty.us> Cc: Tim Walsh <Tim.Walsh@mohavecounty.us>, Christine Ballard <Christine.Ballard@mohavecounty.us>

Subject: Re: No Violations Found

### Hello Scott.

Because this is an issue that our State Legislative analysts are reviewing and for the purpose of Disclosure for my efforts, I must be very detailed and specific in my reply. To that end, and with no disrespect intended, I must ask for a reconsideration of your conclusion and rationale for "No Violations Found".

I cite several reasons per several sections of the Mohave County Zoning Ordinance and per your former email where you stated that "If the sign is located on a parcel and the property owner of that parcel is **indicating that their lot is for sale** and that the construction company listed on the sign will build to suite on that lot then the sign is in compliance and falls under Section 42.D.1.j. of the Zoning Ordinance."

For one thing the words "For Sale" does not exist on these signs. The phone number is assigned to Fairway Constructors, Inc. which is on Hwy 95. These signs are off-premises signs as defined below.

Section 42 B (Definitions) at the top of page 186. Off-Premises (Off-Site) Sign: Any sign that advertises goods, products, entertainment, services, or facilities, and directs persons to a different location from where the sign is installed.

The signs I took photos of and gave to Jenny Nelson on or about July 10, clearly show there is no "for sale" words on the signs. I also showed that the logo for US Southwest is for their Development Services division. The entire signage is for two companies that have off-premises advertising signage according to the definition of off-premises signs in the County Ordinance. I have attached a file of three photos regarding maintenance and setback issues too that I did not include in my Complaint. Maintenance and setbacks are relevant to the purposes for which the County Ordinance was established and for which the County should take an interest for enforcement on your own.

Section 42 D.1.j relates to Exempt Signs. and para. j states: [Exempt] Signs in any zone, including signs that advertise a good or service that are unlit, and do not exceed six (6) square feet. Limited to one (1) sign per parcel or lot. The sign can only advertise a good or service if it is allowed by the applicable zoning district it is located in.

Here is where I find a conflict where a business activity - such as promoting development services or construction services - would not be allowed on residential property. The following Section describes signs allowed in residential zones.

Section 42. I. Signs permitted in residential zones.

The following on-premises signs are permitted in residential zones:

- a. Multi-family residential uses may have one (1) indirectly lighted or unlighted identification sign of a maximum of thirty (30) square feet in area, placed on a wall of the building containing only the name and address of the building and one monument sign not to exceed seventy-two (72) square feet at the entrance.
- b. Subdivision signs. Subdivisions and planned communities may have one monument sign not to exceed seventy-two (72) square feet at each entrance.
- c. Temporary signs as allowed in Section 42.E of these Regulations.

