

APPLICATION INFORMATION

Sign Review Board Case SRB22-0007
6601 Boulevard 26, North Richland Hills, Texas

The following information was submitted with the application on the NRH E-SERVICES PORTAL on May 23, 2023.

SIGN REVIEW BOARD APPLICATION

1. List the pertinent section(s) of the Sign Regulations and indicate the specific interpretation(s), variance(s), or nonconforming use exception(s) being requested.

Section 106-10(a) Signs erected in violation of law

Section 106-10(d) Nonconforming signs

- (1) *Sign panels may be replaced in multi-tenant nonconforming pole and monument signs as changes in tenants occur as long as no other structural changes are made to the sign.*
- (2) *All other permanent signs which do not comply with current sign regulations shall be entitled to remain unless required to be relocated, reconstructed or removed in compliance with V.T.C.A., Local Government Code §§ 216.001—216.015.*

2. State the grounds for the request and detail any special conditions that cause hardships that in your opinion justify the variances or exceptions being requested. Explain any unique circumstances, if applicable, not considered by the Sign Regulations.

I am the managing venturer of HWY 67 DEALERSHIP JOINT VENTURE, the entity that owns 6601 Boulevard 26. I was recently informed that our sign was cited for non-compliance from a third-party sign vendor hired by a tenant without our authorization.

I called the permitting office yesterday,

Ultimately, HWY 67 DEALERSHIP JOINT VENTURE is not responsible for third parties violating North Richland Hills sign policies. We were never involved and most importantly ever authorized any changes to our sign.

One of our tenants made changes to our sign without our knowledge or authorization. Stated in the leases, we demand that our tenants to obtain landlord approval, meet all city code requirements, and get proper permits for installation. I will include the leases that state that language.

The first lease with Vladimir Garcia Infante (RG Furniture) states in Section 10 A and B that any signs would be approved by the Landlord and comply with any laws, restrictions, zoning ordinances, and any governmental order. Most importantly the Tenant was to have written consent by the Landlord to install any signage. HWY 67 DEALERSHIP JOINT VENTURE, the owner, was never given sign proposals to approve and was unaware of the Tenant doing any work on our property/sign.

The second lease is with FLORIDA MEDICAL ASSOCIATES LLC dba VIP CARE. This lease addressed signs in Section 11 and Exhibit B. It's clear that HWY 67 DEALERSHIP made leases with their tenants to conform with North Richland Hills sign ordinances. The sign was to remain a multi-tenant sign and all signs that were installed by any tenant were to be approved and meet the cities requirements.

The landlord should not be penalized for work done outside the terms of our leases.