



AUG 20, 2013
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June 3, 2013

Patricia A. Rathburn
President
Broward Trust for Historic Preservation

Via E-Mail Only: parcal@aol.com

RE: DE NOVO HEARING OF HISTORIC PRESERVATION BOARD
CASE # 5H13 – LAUDERDALE BEACH HOTEL

AWNING ISSUE – SUNGLASSES AND SWIM BY STYLIN'

Ms. Rathburn:

As you may be aware, our office represents the interest of Neil Hamuy and his company Sungalsses and Swim by Stylin relative to the above referenced matter. At issue is the Historic Preservation Board's denial of an after the fact Certificate of Appropriateness for awnings placed by my client at his business located at the Lauderdale Beach Club – 101 S Fort Lauderdale Blvd. Suite 203. Opposition to the issuance of the certificate has been spearheaded by the Trust you preside over under the auspices of a Preservation Easement (OR BK 39413 Pg 987) which's *raison d'être* is to preserve the "maintenance of the general appearance and structural integrity of the designated Façade Structure".

In reviewing the video transcript of the previous City Commission Hearing, in tabling the issue, it was suggested by the commission that my client and the trust you preside over confer to see if a compromise could be worked out.

I refer you to the February 25, 2013 letter you drafted to Mark Weber of Preferred Signs wherein you state:

" There is no remedial action that can be taken given the location, style and composition of the awnings that would make them acceptable."

Subsequent to the commission hearing, my client did contact you via e-mail, and you advised that in essence the Trust's position was that the awning (and signs) were not appropriate for the building. As such, it appears that the position remains as inflexible as stated in your February 25th correspondence. Conflicting schedules did not permit for a meeting from what I understand.

By way of this correspondence, and in anticipation of tomorrow's City Commission Meeting, I again ask what remedial measures relative to the awnings would satisfy the Trust so as to support our client's application. I again point out that the building has a current tenant which has

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awnings and signs of the same character and style as my clients for about five (5) years now. Notwithstanding the Trusts position, and its prior acquiescence to the installation of the neighboring signage and awning on the same building, the "general appearance and structural integrity of the designated Façade Structure" of the building has defacto changed five years ago, and my client's signage and awnings are completely consistent with general integrity and façade structure of the edifice as it stands today.

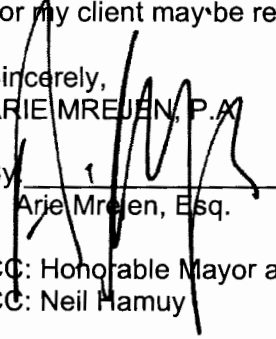
I also refer you to the preservation easement instrument itself which , *inter alia*, requires the Trust to provide a plan for reasonable cure within forty-five (45) days and that the Trusts approval not be unreasonably withheld. To date, the only remedial suggestion by the Trust has been the complete removal of awnings. I would suggest to you that the same oversteps the reasonable standards and affirmative obligations imposed on the trust buy the easement instrument itself. In light of the current façade of the building, the neighbouring signange and awnings, and comments made at the City Commission's last hearing on the issue, it is clear that the Trust's position is arbitrary and selective.

Nonetheless, at this juncture, my client has maintained a non-adversarial approach (albeit apparently unilateral) and has asked me to once again convey his willingness to attempt to work with the Trust to appease any concerns they have relative to the awnings – short of taking them down completely - - which has been the Trust's inflexible position.

Our client's attempt to resolve this issue amicably should in no way be interpreted as a deviation of our position that the enforcement of the Preservation Easement is a private matter which is to be litigated in a different forum than the City Commission. My client applied for and was duly issued a city permit for the signage and awnings. Based on the issuance of these, he expended thousands of dollars and erected approved signage and awnings. Should the Trust seek to enforce their rights under the easement, it would be in a different forum than the present one. My client reserves all rights against all parties.

I or my client may be reached via e-mail or by phone to discuss any suggestions you may have.

Sincerely,
ARIE MREJEN, P.A.

By  _____
Arie Mrejen, Esq.

CC: Honorable Mayor and City Commission members

CC: Neil Hamuy