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August 1, 2023

Anthony and Sylvan Pool Construction
424 West Sam Houston Pkwy N #180
Houston, TX 77043
[\(713\) 467-6458](tel:(713)467-6458)

Attn: Trevis Younger
CC: Kevin Donaldson

Subject: Demand for Remediation and Compensation for Inadequate Pool Construction Project

Dear Trevis,

I hope this letter finds you well. I am writing to express my deep ongoing disappointment and frustration with the pool construction project undertaken by Anthony and Sylvan at my property located at 25 Windermere Ln. in Houston. The entire process has been fraught with numerous issues, delays, and subpar workmanship, resulting in a pool and yard that are far from satisfactory. This letter serves as a formal demand for the prompt remediation of the outstanding issues and the provision of appropriate compensation to address the substantial inconveniences and damages caused by your company's actions.

The list of problems and deficiencies encountered during the pool construction process is extensive and troubling:

1. ****Excessive Delays and Damage to the Yard:**** The construction process has been plagued with delays and misplays, causing damage to the entire yard and enormous frustration. My property has been left in complete disarray with 12" wide trenches everywhere (all 4 sides of the house), artificial turf in complete disrepair and damaged, as well as numerous 6" pipes protruding approximately 8" out of the ground – meaning the lawn is missing a layer of surface over 6" deep. The yard is far from being in a "sod ready" condition.
2. ****Failure to Obtain Permits and Drainage Approval:**** The failure to obtain the necessary permits and drainage approval has resulted in major delays, which have significantly inconvenienced us. It is unacceptable that these critical aspects were not taken care of properly and promptly. I have a copy of the Piney Point "Pool Packet" which clearly outlines all the requirements which shouldn't have come as a complete surprise to the engineers or plumbers.

As you know from previous discussions, the initial permit took over 4 months and then the plumbers didn't follow the approved plan and caused an additional 6 month delay.

3. **Missing Pool Equipment and Unfilled Trenches:** The pool is missing essential equipment, such as the vacuum, handrail, and cover for the autofill piece. Additionally, the trenches left unfilled pose safety hazards and need immediate attention. We have been told several times that someone would be by to take care of this and now they are saying they are unable to get someone to come back out and they might need a new company to repair this and that the colors might not match.

4. **No use of our generator for 5 + months:** The plumbers got water in our generator which caused it to malfunction. We had to wait until the plumbers were done to have it repaired and functional. This took the better part of 6 months due to the fact that the new drainage plan wasn't getting approved and new plumbers had to be called in to complete the work.

5. **No use of our yard for over 6 months:** Our yard was completely unwalkable, unusable and had a giant pool of water in it for over 6 months.

6. **Inadequate "Pool School" and Lack of Information:** Not a major issue but The "Pool School" provided on behalf of your company was only 15 minutes long and failed to adequately address crucial aspects of the pool, including the ozonator.

7. **Other:** This list is not exhaustive. Every day there are more issues that come up. For instance, all of the pavers in our back yard are missing. There used to be a path leading from the driveway to the deck area.

Considering the severity of the situation and the substantial damage caused to my property, I request the following actions be taken within ten (10) days from the receipt of this letter:

1. **Complete Remediation:** Anthony and Sylvan must immediately rectify the yard by fixing the damaged areas, filling in all trenches, and removing the silt fence. The artificial turf section of the side yard must be repaired to its original condition.

2. **Supply Missing Equipment:** Provide the Polaris, handrail, and autofill cover for the pool as per the agreed-upon contract.

3. **Comprehensive Cleanup:** All construction debris and equipment in the backyard, including items in the middle of the yard, must be removed promptly.

In lieu of the reparation above I will accept \$15,000 to allow me to coordinate the necessary repairs independently. This amount is justified by the fact that this is just the very baseline that needed to be repaired.

Furthermore, I request the extended warranty, as initially offered. Additionally, I seek an additional compensation of \$25,000 to address the considerable distress and frustration inflicted upon me and my family due to the negligence and unprofessional conduct exhibited throughout this project.

Unfortunately, failure to comply with the above within the specified time frame will leave me no choice but to pursue legal action to recover the costs of rectifying the deficiencies and seeking further compensation for the damages incurred. I am sure that we would both prefer not having to go this route so I hope we can resolve this amicably.

I would like a written response to this letter within three (3) days from the date of receipt. Your response should outline the proposed plan of action to address the issues and the agreement to provide the requested compensation. *Please send your response via email* as well as certified mail

Thank you for your immediate attention to this matter. I trust that you will take this situation seriously and act promptly to resolve these outstanding issues. I look forward to a positive resolution to this matter.

Sincerely,

Lisa Parris
lisa@parrisonline.com
713-876-9933

Attached pictures are from today