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3/24/2021 1:15 PM

2568 Chestea Dr. water runoff issues

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Hi Eli,

First of all, I would like to thank you for meeting with me last night and listening to our concerns regarding the stormwater runoff that is coming through our backyard. As I mentioned to you last night, the issue here is that our next door neighbors have changed their backyard grading to trap water at the back of our property and the area close to our basement. We think this unilateral decision/ plan of theirs is unacceptable, since it is affecting our property and potentially our family health.

We have done some research and met with David Breaden from Cobb County stormwater. He told us that we cannot change grading on our side without both property owners (us and Yangs) agreeing on the direction of the runoff water. Also, he told us that if we do it without their consent we will be doing what is called "trespassing". We also asked him since we did not agree on their new grading and sandbagging against our new fence on their side with the intention to trap water in our lot, they are the ones committing trespassing and he said yes, since these types of actions go against Cobb County code and law. We also asked if they have Cobb County permit to raise specific parts of their lot with the intention to stop the natural flow of water and he said no. I am not sure what the HOA approved the owner to do, but we think that any request they make should be compliant with County code and rules.

Also, I would like to mention to you that this type of actions go against Cooks Valley's Covenants. It is specifically mentioned in page 119 of the covenants and enforcement should be followed according to article X of the same covenants, if owners refuse to correct the violation. Images of the Cooks Valley covenants I am referring to are attached to this email.

Section 13. **"Structure"** shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse or bathhouse, coop or cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, sign, signboard, mailbox, driveway, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot; (ii) any excavation, grading, fill ditch, diversion dam or other thing, object or waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, upon or across any Lot; and (iii) any change in grade at any point on a Lot of more than six (6) inches, whether or not subsection (ii) of this Section 13 applies to such change.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. (a) The Association, the Architectural control Committee or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Architectural Control Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the mailing of written notice of such violation or breach. The right of abatement means the right of the Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such claims.

Filed by Dickson & Associates, Attorneys and Counselors, January 25, 2006

We have scheduled a meeting with Mr. Yang tomorrow at 5:30 pm to talk about the issue and at this point I am requesting a representative from the HOA Architectural Control Committee (You are also welcome to come) to meet with us to facilitate the conversation and hopefully help us to reach an agreement before we pursue any other action to correct this.

We are attaching pictures of the current flooding areas from our side and the Yang's side for you to get an idea of what the issue is.

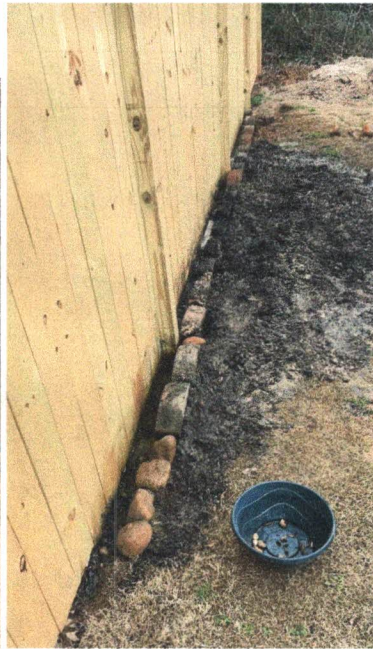
Once again thanks for all your help

Jose Luis and Julia Presuel

- Picture after rain 2566 Chestea Dr side-2.jpg (488 KB)
- Picture after rain 2566 Chestea Dr side-1.jpg (371 KB)
- Picture after rain 2568 Chestea Dr side-1.jpg (2 MB)
- Picture after rain 2568 Chestea Dr side-3.jpg (2 MB)
- Picture after rain 2568 Chestea Dr side-2.jpg (2 MB)
- image.png (119 KB)
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