

From: **Rich Malella** rich@leaksealroofing.com  
Subject: **FW: Fairway View Warranties**  
Date: **Oct 14, 2021 at 6:16:09 AM**  
To: **rdmachon** rdmachon@aol.com  
Cc: **Steve Mejia** stevem@kpsinc.net, **Reese Kirschenman**  
reese@leaksealroofing.com

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Hi Rick,

Here are the GAF warranty registrations for the 3 buildings. You are correct our Leak Seal Warranty for workmanship is 10 years. Any leaks that may occur within 10 years of install are repaired free of charge to the association.

Best Regards,  
Rich Malella  
General Manager



[www.leaksealroofing.com](http://www.leaksealroofing.com)

360.576.6826



**From:** Reese Kirschenman <[reese@leaksealroofing.com](mailto:reese@leaksealroofing.com)>  
**Sent:** Tuesday, October 12, 2021 8:30 AM  
**To:** Rich Malella <[rich@leaksealroofing.com](mailto:rich@leaksealroofing.com)>  
**Subject:** Fairway View Warranties

Thank you,  
Reese Kirschenman  
Inside Coordinator  
360.576.6826



# System Plus Limited Warranty



### The Legal Stuff

**What is Covered/Excluded.** This *System Plus Limited Warranty* covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Asphaltic Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, GAF Cobra® Attic Ventilation Products, and GAF-labeled Ultimate Pipe Flashing® with EasySleeve® (manufactured by Lifetime Tool® & Building Products LLC), in the unlikely event that they contain a manufacturing defect. Note: This limited warranty does not cover low-slope membranes, Master Flow® Ventilation Products, or GAF ThermoCal® Ventilated Nail Base Roof Insulation. Please go to [gaf.com](http://gaf.com) for a copy of the limited warranties covering these products.

### How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
LayerLock-labeled Shingles	Lifetime*	50 Years	15 Years	WindProven™ Limited Wind Warranty***: No maximum wind speed.  For all other installations: With Special Installation****: 130/209 Without Special Installation****: 110/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year
Lifetime® Shingles	Lifetime*	50 Years	15 Years	With Special Installation****: 130/209 Without Special Installation****: 110/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year
Marquis WeatherMax®	30 Years	20 Years	5 Years	80/130	StainGuard®: 10 Years	StainGuard®: 1 Year
Royal Sovereign®	25 Years	20 Years	5 Years	60/96	StainGuard®: 10 Years	StainGuard®: 1 Year
GAF Ridge Cap Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
Timberlex®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation****: 130/209 Without Special Installation****: 110/175	StainGuard®: 10 Years	StainGuard®: 1 Year
Ridglass®, TimberCrest®	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		15 Years	With Special Installation****: 130/209 Without Special Installation****: 110/175	No coverage.	No coverage.
Seal-A-Ridge®, Seal-A-Ridge® AS	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		5 Years	90/144	StainGuard®: 10 Years	StainGuard®: 1 Year
Z® Ridge	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		5 Years	With Special Installation****: 90/144 Without Special Installation****: 70/112	No coverage.	No coverage.
Other GAF Accessories	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
GAF Starter Strip Shingles GAF Leak Barrier Products GAF Roof Deck Protection Products GAF Cobra® Attic Ventilation Products	Limited Warranty Term and Smart Choice® Protection Period** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.		No coverage.		No coverage.	

\*Definition of Lifetime: The word "Lifetime" means as long as you, the original owner(s) (or the second owner(s) if coverage was properly transferred within the first 20 years), own the property where the shingles and/or accessories are installed. The Lifetime warranty term and 50-year non-prorated period are applicable only to shingles and accessories installed on a single-family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, the length of the warranty is 40 years and the non-prorated period is 20 years.

\*\*Smart Choice® Protection Period: refers to the crucial period of time following installation of the GAF Products during which the coverage provided for in this limited warranty is non-prorated. After the Smart Choice® Protection Period specified above, the remedy provided for in this warranty may be different than that provided for during the Smart Choice® Protection Period, and any remedy will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, GAF's contribution in years 51 and beyond is 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

\*\*\*WindProven™ Limited Wind Warranty requires installation of LayerLock-labeled shingles using 4 nails per shingle, and at least four (4) qualifying accessories.

\*\*\*\*Special Installation: Your GAF LayerLock-labeled shingles will be covered up to the maximum wind speed above ONLY if installed using 4 nails per shingle and you have GAF Starter Strip Products installed at the eaves and rakes. Special installation for all other GAF Shingles requires use of 6 nails per shingle and GAF Starter Strip Products installed at the eaves and rakes. Your GAF Ridge Cap Shingles will be covered up to the maximum wind speed above ONLY if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Limited Warranty" section of the applicable ridge cap shingle application instructions.

### Who is Covered By This Limited Warranty; Transferability

You are covered by this limited warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This limited warranty may be transferred only once. The second owner must notify GAF in writing within one year after the property transfer for warranty coverage to be transferred. (Other than this one transfer, this warranty may not be transferred or assigned, directly or indirectly.) If the transfer takes place within the first 20 years after installation, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after the ownership changes. If there is a defect during this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement GAF Products, reduced by the amount of use that has been received from the GAF Products from the date of installation through the date of claim.

Note: If this warranty is initially registered by a GAF Authorized™ Home Builder, the buyer of the home must notify GAF in writing within 60 days of taking title to the property for coverage to be transferred. The home buyer will then be considered to be the original owner under this warranty.

### Manufacturing Defects: What is Covered/Sole And Exclusive Remedy

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term listed above. Note: Wind Warranty and Algae Warranty are covered separately below.

(1) During the Smart Choice® Protection Period: GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Product(s) (excluding non-GAF accessories, metal work, or flashing) and will provide replacement GAF Products or the reasonable cost of obtaining replacement GAF Products, at GAF's option. The cost of labor to tear off some or all of your GAF Products is included if necessary to repair your roof. GAF will not pay costs to dispose of any roof products.

(2) After the Smart Choice® Protection Period: The repair or re-cover cost, replacement GAF Products, or reimbursement provided to you will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. For a Lifetime warranty, GAF's contribution in years 51 and beyond is 20%. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

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# System Plus Limited Warranty



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#### WindProven™ Limited Wind Warranty: What Is Covered/Sole And Exclusive Remedy

This limited warranty is specifically conditioned on your meeting all eligibility requirements, including installation of LayerLock-labeled shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, and a GAF Roof Deck Protection Product, plus your choice of either a GAF Leak Barrier Product or GAF Attic Ventilation Product, and your LayerLock-labeled shingles being fastened and installed strictly in accordance with GAF's application instructions. For installations which do not meet these eligibility requirements, see **Wind Warranty** section below. The limited warranty applies only to your LayerLock-labeled shingles and does not apply to any GAF Accessory Products. GAF warrants to you that your LayerLock-labeled shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) after they should have sealed but did not due to a manufacturing defect. If your LayerLock-labeled shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles and hand-sealing any unsealed shingles. Costs related to underlayment, metal work, and flashings are not included. GAF's maximum liability under this paragraph is to reimburse you for the cost of hand-sealing all of the LayerLock-labeled shingles on your roof.

#### Wind Warranty: What Is Covered/Sole And Exclusive Remedy

This limited warranty is specifically conditioned on your shingles or ridge cap shingles being fastened and installed strictly in accordance with GAF's application instructions. This limited warranty does not apply to starter strip shingles. GAF warrants to you that your GAF shingles or ridge cap shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed above after they should have sealed but did not due to a manufacturing defect. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles or ridge cap shingles and hand-sealing any unsealed shingles or ridge cap shingles. Costs related to metal work and flashings are not included. GAF's maximum liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles and ridge cap shingles on your roof.

**Note:** All self-sealing shingles and ridge cap shingles, including GAF's, must be exposed to warm, sunny conditions for several days before they completely seal. Before sealing occurs, shingles and ridge cap shingles are vulnerable to blow-offs and wind damage. Shingles and ridge cap shingles installed in fall or winter may not seal until the following spring. Shingles or ridge cap shingles that are not exposed to direct sunlight or adequate surface temperatures or that are not fastened or installed properly may never seal. Failures to seal, blow-offs, and wind damage under these circumstances result from the nature of self-sealing shingles and ridge cap shingles, not a manufacturing defect, and are not covered under this limited warranty.

#### Algae Warranty: What Is Covered/Sole And Exclusive Remedy

This limited warranty applies only to shingles and ridge cap shingles sold in packages bearing the **StainGuard Plus™** or **StainGuard®** logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard Plus™** or **StainGuard®**-labeled shingles or ridge cap shingles for the warranty term listed above. If your **StainGuard Plus™**-labeled shingles or your **StainGuard®**-labeled shingles or ridge cap shingles exhibit a pronounced discoloration caused by blue-green algae during the Smart Choices® Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or ridge cap shingles or, at GAF's sole option, replacing discolored shingles or ridge cap shingles. The maximum cost to GAF shall be the lesser of the original cost of the affected shingles or ridge cap shingles or the cost to clean the affected shingles or ridge cap shingles. During the remainder of the limited warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles or ridge cap shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.

**Note:** Preventing pronounced algae-related discoloration of your shingles or ridge cap shingles is achieved through formulations or through unique blends of granules.

#### What Is Not Covered

Even if your GAF Products were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will **NOT** be liable for and this warranty does **NOT** apply to:

- (1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, such as:
  - (a) improper fastening of your shingles or accessories or application not in strict accordance with GAF's printed application instructions, if the improper installation was the cause of the damage.
  - (b) settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
  - (c) inadequate ventilation.
- (2) Damage resulting from causes beyond normal wear and tear, such as:
  - (a) acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind speed listed above except there is no maximum wind speed restriction for shingles covered by the WindProven™ Limited Wind Warranty.
  - (b) impact of traffic on the roof or foreign objects, including damage caused by objects blown onto the roof by wind.
  - (c) improper storage or handling of the GAF Products.
- (3) Ice damming, except for leaks in the area of your roof covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier.
- (4) Shading or variations in the color of your GAF Products or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles or ridge cap shingles were labeled with the StainGuard Plus™ or StainGuard® logos), or other contaminants, including that caused by organic materials on the roof.
- (5) Labor costs, except as specifically provided for above, disposal costs, and costs relating to underlayments (unless your claim involves a manufacturing defect in a GAF Underlayment), metal work, and flashings.
- (6) Damage to the interior or exterior of the building, including, but not limited to, mold growth.

#### Other Limitations Concerning Coverage

Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those GAF Products actually exhibiting manufacturing defects or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors.

#### Claims: What You Must Do

You must notify GAF about any claim within 30 days after you notice a problem. You may report a claim online at [gaf.com/contact](http://gaf.com/contact), by calling GAF at 1-800-458-1860, sending an email to [warrantyclaims@gaf.com](mailto:warrantyclaims@gaf.com), or by sending a notice in writing to: GAF Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim or before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you **MUST** provide GAF with reasonable notice. **NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

#### Sole And Exclusive Warranty

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of GAF Products. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TCCWNA").

The United Nations Convention on Contracts for the International Sale of Goods shall **NOT** apply either to the sale of the GAF Products or to this limited warranty.

#### Modification Of Warranty

This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your GAF Products except as described in this limited warranty.

#### Effectiveness

This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to you, and your roofing contractor has been paid in full.

