



**AMERICAN  
ROOFING &  
METAL CO.**

### Certificate of Limited Workmanship & Material Warranty

Original Purchaser : COLONIAL WOOD CONDOMINIUMS

Job Address: COLONIAL WOODS

- COLONIAL WOODS BUILDING # 5 (KNOWN AS AMR MAP BLDG#11), CONSISTING OF THE FOLLOWING ADDRESSES: 10770, 10772, 10774, 10776, 10778 AND 10780 COLONIAL WOODS COURT, LOUISVILLE, KY 40223
- COLONIAL WOODS BUILDING # 3 (KNOWN AS AMR MAP BLDG#12), CONSISTING OF THE FOLLOWING ADDRESSES: 10700, 10702, 10704, 10706, AND 10708 COLONIAL WOODS COURT, LOUISVILLE, KY 40223

American Roofing & Metal Company, Inc. ("we," "our," or "us"), a Kentucky corporation, warrants to the original purchaser that under the conditions described in the Contract, the work will be free from leakage through the roof due to defective workmanship for the period prescribed from the completion date. The roofing shall be applied in accordance with the manufacturer's current written instructions and/or standards of the industry for this geographic location.

This Warranty covers only the specific work described in our contract with you and covers a period of 5 YEARS, ("Warranty Period") after the substantiated date of completion. Date of Completion: August 20, 2014. If within the Warranty Period moisture leakage occurs due to our defective workmanship, we will repair the roofing (materials and labor only) affected by the defective workmanship covered by this Warranty at our expense, as determined in our sole discretion.

This Warranty does not apply to:

1. Damage to the roof due to causes beyond normal use and service including, but not limited to: acts of God, falling objects, misuse of roof, vandalism, and natural disasters including but not limited to: floods, lightning, hail, icing, earthquakes, and wind damage exceeding "gale force" on the Beaufort scale.
2. Any damage or injury to persons or property caused directly or indirectly, in whole or in part, by:
  - a. any fungus(es) including, but not limited to: any type or form of mold, moss, mushroom or mildew;
  - b. spore(s) – means any reproductive body produced by or arising out of any fungus(es);
  - c. any substance, vapor, or gas produced by or arising out of any fungus(es) or spore(s);
  - d. any material, product, building component, building or structure that contains, harbors, or acts as a medium for any fungus(es) or spore(s); or
  - e. any moisture condensation; however caused including, but limited to: roof leakage or inadequate ventilation.
3. Work by other trades or other roof work done by others, during the Warranty Period.
4. Damage caused by settlement or other structural problems.
5. Leakage due to "Ice Back-up," except through the specific locations where ice dam protection membrane has been installed by us.
6. Leakage due to siding on walls, or other wall treatment, through chimney above the top flashing, or through skylights.
7. Direct, indirect or consequential damage to any person, property, real or personal, other than the repair of the subject roofing.

No work, repairs, or alterations shall be done on said roof or siding including, but without limitation, work in connection with flues, vents, drains, railings, or other equipment fastened to or set on the roof or siding, unless we are notified and make the necessary application recommendations.

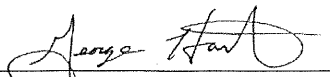
**EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, WE EXPLICITLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY FOR ANY DAMAGE TO ANY PROPERTY, REAL OR PERSONAL, AND/OR ANY DAMAGE OR INJURY TO PERSONS, CAUSED BY MOISTURE ALLOWED INTO ANY STRUCTURE ON THE WORK SITE AS A RESULT OF A LEAKING ROOF. THIS LIMITED WORKMANSHIP WARRANTY DOES NOT EXTEND TO OR COVER, NOR WILL WE PAY FOR, INCIDENTAL AND CONSEQUENTIAL DAMAGES OF ANY KIND.**

The above statement does not affect any written warranties that may be given to you by the manufacturer or provided under Kentucky statutes.

You must notify us in writing of any claims pursuant to the Warranty within 48 hours of first discovery of leakage through roof. If you do not give us this notice in the specified period, this Warranty shall be null and void. American Roofing & Metal Company, Inc. will respond in a reasonable time thereafter, and, if the Warranty claim is valid, correct the said deficiencies.

This Warranty is solely for your benefit. You may not assign or transfer this Warranty without American Roofing & Metal Company, Inc.'s prior written approval.

Signed by \_\_\_\_\_

  
VP of Residential Sales