

**Subject:** warranty info  
**From:** Bill Vanderpool (keepudry@yahoo.com)  
**To:** kelley.paul@rocketmail.com;  
**Date:** Tuesday, November 5, 2013 2:29 PM

Mr. Kelley,

Attached is the GAF paperwork where your warranty was registered for the shingles. I looked for the old estimate and apparently at that time they used a different form and it did not have the workmanship warranty printed on it. I have attached a blank estimate form with the workmanship warranty information printed on it. You do have the 5 year workmanship warranty from the date of installation and that date was October 18, 2008.

Please let us know if you have any other questions.

Thank you,

**Andrea Johnson**  
Office Manager  
Vanderpool Roofing  
keepudry@yahoo.com  
423-392-4170

Vanderpool Construction & Roofing, Inc.  
3216 Memorial Blvd.  
Kingsport, TN 37664

06/30/09

**Subject: Your GAF-Elk Corporation Smart Choice® System Plus Ltd. Warranty # 390811**

**Congratulations...**

**Installation Date: 10/30/08**

And thank you for choosing the GAF-Elk Weather Stopper® Integrated Roofing System™! If you didn't know, your Weather Stopper® roofing system has earned the prestigious Good Housekeeping Seal, which means that Good Housekeeping stands behind the products in this exceptional roofing system. You can be certain that you've made the best and safest choice to protect your valuable property for years to come.

**Your Warranty...**

Vanderpool Construction & Roofing, Inc., your GAF-Elk Certified™ Installer, has registered your GAF-Elk Smart Choice® System Plus Ltd. Warranty with GAF-Elk's World Headquarters. As you know your System Plus Ltd. Warranty more than doubles your up-front coverage versus typical shingle warranties. Please keep this document as you will need it in the unlikely event that you need to make a claim, or if you should sell your property.

According to the warranty application form submitted to us by Vanderpool Construction & Roofing, Inc., the following GAF-Elk components were installed on your property:

Timberline Prestique 30  
Shingle Mate  
Cobra Rigid Vent II or Rigid Vent 3  
Seal-A-Ridge  
Yes

Installed: Steep Slope 40 Squares

Except as noted, all of the products in this system are covered under the Smart Choice® System Plus Ltd. Warranty.

**Questions?**

Please feel free to call us if you have any questions. And again, thanks for choosing GAF-Elk, your best and safest choice in roofing!

Cordially,  
Warranty Service Department  
(800) 458-1860

Property address: Jim & Mary Lou Cooper  
1 Sterling Circle W.  
Johnson City, TN 37604

# VANDERPOOL ROOFING

3216 MEMORIAL BLVD.  
KINGSPORT, TN 37664  
(423) 392-4170 FAX (423) 392-9866

DATE / /  
DATE ORDERED / /  
DATE SCHEDULED / /  
PHONE / /  
WARRANTY CONTRACT   
SERVICE CONTRACT   
NORMAL RES.  COMM.

NAME \_\_\_\_\_  
STREET \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
EST. AGE: \_\_\_\_\_ (CIRCLE ONE)  
GENERAL CONDITION: GOOD FAIR POOR  
OTHER ROOF CONDITIONS: \_\_\_\_\_

DESCRIPTION OF WORK  
**REMOVE OLD SHINGLES, DISPOSE OF SAME**  
**REMAIL DECKING**  
**\*REPLACE ANY BAD WOOD FOUND**  
**INSTALL NEW FELT**  
**INSTALL NEW VENT PIPE FLANGES**  
**INSTALL NEW SHINGLES, CHOICE OF COLOR AND WARRANTY**  
**CLEAN GUTTER, YARD, FLOWER BEDS, ETC.**  
**USE MAGNET TO COLLECT NAILS**

LABOR CHARGES: \_\_\_\_\_ HRS. @ \_\_\_\_\_ /HR. = \_\_\_\_\_  
**\* Any wood replaced will be an addition of \$1.00 per sq. ft.**  
**TOTAL OTHER CHARGES** \_\_\_\_\_  
**TERMS: DUE UPON COMPLETION**  
I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND DO SO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE. AN EXPRESS MECHANICS LIEN IS HEREBY ACKNOWLEDGED FOR SECURITY OF THIS DEBT AND THE TOTAL AMOUNT WILL BE PAID WITHIN TERMS SHOWN BELOW.  
**IN FULL UPON COMPLETION**  
AUTHORIZED SIGNATURE \_\_\_\_\_  
ABOVE WORK HAS BEEN AUTHORIZED. **X**

QUANTITY	MATERIALS	UNIT PRICE	PRICE
	SQUARES ROOFING @		
	ROLLS FELT @		
	SHEETS DECKING @		
	25 YEAR 3-TAB		
	ARCHITECTURAL LIMITED LIFETIME WARRANTY		
	COVER OVER RIDGEVENT		
	LANDFILL FEE		
	TOTAL MATERIALS		
	OR ADDITIONAL MATERIALS (OTHER SIDE)		
	SUBLET		
	OTHER		
	<b>TOTAL OTHER CHARGES</b>		

**WARRANTY**  
 ABOVE WORK IS GUARANTEED AGAINST LEAKAGE DUE TO NORMAL USEAGE FOR 5 YEARS.  
 NO WARRANTY  
THIS WARRANTY DOES NOT COVER ANY ACT OF GOD, FIRE, WIND OR INTERIOR DAMAGES.  
WE CANNOT GUARANTEE PORTIONS OF ROOF WHICH WE DID NOT REPAIR. IF LEAKAGE OCCURS IN SUCH AREAS, ITS REPAIR WILL BE BILLED SEPARATELY.

**QUOTE EXPIRES IN 45 DAYS**

DATE / /



"Helping the best and most supportive contractors build their business and avoid hassles"



**Vanderpool Construction & Roofing, Inc.**  
**3216 Memorial Blvd.**  
**Kingsport, TN 37664**

**WARRANTY NO: 390811 \*\*\* POSTED \*\*\***

Form  
PLUS

Smart Choice System Plus

Installer No: CE18060 **Vanderpool Construction & Roofing, Inc.**  
Job No:

**Owner Information** (Mailing address)

First Name: **Jim & Mary Lou**  
Address: **1 Sterling Circle W.**

Last Name: **Cooper**

Phone: **4238549500**

City: **Johnson City**  
Email:

State: **TN**

Zip Code: **37604** Country: **USA**

**Actual Building Information**

**SAME**

**Product Information**

**Indicate Type Of Job:**

Clean deck

**Indicate GAF-Elk Shingles Used:**

Timberline® Prestique® 30

**Indicate # Of Nails Used :**

6 Nails

**StainGuard® Labeled**

Yes

**Indicate GAF-Elk Accessories Used:**

Shingle Mate®

Cobra® Rigid Vent II™ or Rigid Vent 3™  
Seal-A-Ridge®

**Was GAF-Elk Accessory Paint used?**

Yes

**Type Of Structure:**

Single family, detached residence

**Additional Information**

Color: : **Pewter Gray**

Cost of Installation: : **\$7750.00**

**Installation Information**

Date OF Installation: **10/30/08**

Steep Slope Squares: **40**

Low Slope Squares: **0**

Total Squares: **40**

**WARRANTY NO: 390811**

# Great Protection – The GAF Shingle & Accessory Limited Warranty

## Great Protection – The GAF Shingle And Accessory Limited Warranty

Congratulations! Thank you for purchasing asphaltic shingles and/or accessories from GAF, North America's largest roofing manufacturer – your best and safest choice. While many factors can affect how long your shingles and accessories will last, this Shingle and Accessory Limited Warranty covers your asphaltic shingles and accessories, including GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, and GAF Cobra® Ventilation Products, in the unlikely event that they contain a manufacturing defect. It provides great coverage that is "non-prorated" during the crucial up-front period of your ownership (the Smart Choice® Protection Period) with continued coverage for extended periods of time afterwards. Note: This warranty does not cover low-slope membranes, Master Flow® Ventilation Products, and ShingleMatch™ Roof Accessory Paint. Please go to [www.gaf.com](http://www.gaf.com) for a copy of the limited warranties covering these products.

### How Long Your Warranty Lasts

**Manufacturing Defects: GAF Lifetime Asphaltic Shingles.** Subject to the provisions below, all GAF Asphaltic Shingles other than Sentinel®, Royal Sovereign®, and Marquis® WeatherMax® Shingles and Ridge Cap and Starter Strip Shingles carry a Lifetime warranty (as defined below) against manufacturing defects and a Smart Choice® Protection Period of 10 years.

**Manufacturing Defects: Other GAF Asphaltic Shingles.** Marquis® WeatherMax® Shingles are warranted against manufacturing defects for 30 years; Royal Sovereign® Shingles are warranted for 25 years, and Sentinel® Shingles are warranted for 20 years. The Smart Choice® Protection Period is 5 years for Marquis® WeatherMax® and Royal Sovereign® Shingles, and 3 years for Sentinel® Shingles. The warranty term and Smart Choice® Protection Period for ridge cap and starter strip shingles are described below.

**Manufacturing Defects: GAF Accessories Used With Any Brand Of Lifetime Asphaltic Shingles.** When you install three or more of the GAF Accessory Products listed above on your roof with any brand of Lifetime Asphaltic Shingles, your GAF Accessory Products carry a Lifetime warranty (as defined below) against manufacturing defects and a Smart Choice® Protection Period of 10 years. When you install less than three of the above-listed GAF Accessories on your roof with any brand of Lifetime Asphaltic Shingles, your GAF Accessory Products carry a 40-year warranty against manufacturing defects and a Smart Choice® Protection Period of 5 years.

**Manufacturing Defects: GAF Accessories Used With Any Other Asphaltic Shingles.** When you install one or more of the above-listed GAF Accessories on your roof with any brand of non-Lifetime Asphaltic Shingles, your GAF Accessory Products carry a 25-year warranty against manufacturing defects and a Smart Choice® Protection Period of 5 years.

**Definition Of Lifetime:** The word "Lifetime" means as long as you, the original owner (or the second owner if coverage was properly transferred during the Smart Choice® Protection Period), own the property where the shingles and/or accessories are installed. The Lifetime warranty and 10-year Smart Choice® Protection 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 Smart Choice® Protection Period is 5 years.

**Failure To Seal/Blow-offs/Wind Damage.** GAF Lifetime Shingles, TimberTex® Ridge Cap Shingles, and Ridglass® Ridge Cap Shingles are warranted against failure to seal, blow-offs, and wind damage for 15 years. All other shingles (other than starter strips) and other ridge cap shingles are covered for 5 years. There is no coverage for failure to seal/blow-offs/wind damage for any other GAF Accessory Products.

**Algae Discoloration.** All StainGuard®-labeled Shingles and Ridge Cap Shingles are warranted against algae discoloration for 10 years. There is no coverage for algae discoloration for any other GAF Accessory Products.

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

You are covered by this 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 60 days 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 Smart Choice® Protection Period, 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 shingles or applicable accessories, reduced by the amount of use that has been received from the shingles or applicable accessories from date of installation through the date of claim.

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

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Roofing Shingles will remain free from manufacturing defects that adversely affect their performance during the applicable Smart Choice® Protection Period or that cause leaks for the remainder of the applicable warranty term and that your GAF Accessory Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term. Note: Failure to seal/blow-offs/wind damage and algae discoloration are covered separately below.

(a) During the Smart Choice® Protection Period: GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Shingles or Accessories (excluding non-GAF accessories, metal work, or flashing) and will provide replacement shingles or accessories or the reasonable cost of obtaining replacement shingles or accessories, at GAF's option. GAF will not pay to tear off your shingles or accessories, or to dispose of them.

(b) After the Smart Choice® Protection Period: Labor will no longer be covered. GAF's contribution to you will be based on either providing you with replacement GAF Shingles or Accessories, or at GAF's choice, reimbursing you for the reasonable cost of replacement shingles or accessories. The amount of shingles, accessories, or reimbursement provided to you will be reduced to reflect the use you have received from your shingles or accessories. 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, the number of months in the warranty term is deemed to be 600 for years 11 – 40 of the warranty term. For years 41 and beyond of a Lifetime warranty, GAF's contribution is 20%. For example, if you make a claim for Lifetime Shingles installed on a single family home after your shingles have been installed for 25 years (300 months), GAF's contribution will be reduced by 300/600 or 50%.

### Failure To Seal/Blow-Offs/Wind Damage: What Is Covered/Sole And Exclusive Remedy

This Limited Failure to Seal/Blow-offs/Wind Damage Warranty is specifically conditioned on your shingles or ridge cap shingles being fastened and installed strictly in accordance with GAF's application instructions. This 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 below after your shingles or ridge cap shingles 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 blow-off or damaged shingles or ridge cap shingles and hand sealing any unsealed shingles or ridge cap 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 shingles or ridge cap shingles on your roof.

Shingle	Wind Speed Coverage with special installation (mph / km/h)	Wind Speed Coverage without special installation (mph / km/h)
All GAF Lifetime Shingles	130/209*	110/175
Marquis® WeatherMax®	80/130	80/130
Royal Sovereign® & Sentinel®	60/96	60/96
**Your shingles will be covered up to the maximum wind speed above ONLY if your shingles are installed using 6 nails per shingle and you have GAF Starter Strip Products installed at the eaves and rakes.		
Ridge Cap Shingle	Wind Speed Coverage with special installation (mph / km/h)	Wind Speed Coverage without special installation (mph / km/h)
Timbertex® & Ridglass®	130/209**	110/175
All other GAF Ridge Cap Shingles	90/144**	70/112
**Your 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 Ltd. Warranty" section of the applicable ridge cap shingle application instructions.		

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 which 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 warranty.

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

This StainGuard® Limited Warranty applies only to shingles and ridge cap shingles sold in packages bearing the StainGuard® logo. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your StainGuard®-labeled Shingles or Ridge Cap Shingles. During the first year, if your StainGuard®-labeled Shingles or Ridge Cap Shingles exhibit a pronounced discoloration caused by blue-green algae, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles or ridge cap shingles or, at GAF's option, replacing the discolored shingles or ridge cap shingles, up to a maximum of the original cost of the affected shingles or ridge cap shingles. During the remainder of the StainGuard® 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 your shingles or ridge cap shingles were installed (100%, reduced by a percentage equal to the number of months from the installation date to the date of claim divided by 120). 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 shingles or accessories 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 compensate you for:

- Damages resulting from anything other than an inherent manufacturing defect in your shingles or accessories, such as:
  - 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.
  - Settlement, movement, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
  - Inadequate attic ventilation.
- Damages resulting from causes beyond normal wear and tear, such as:
  - acts of nature, such as hail, fire, winds (including gusts) over the applicable wind speed listed above, or ice damming above the areas of your roof deck covered by a GAF Waterproof Leak Barrier.
  - impact of foreign objects or traffic on the roof.
  - improper storage or handling of shingles or accessories.
- Shading or variations in the color of your shingles or ridge cap shingles 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® logo), or other contaminants, including that caused by organic materials on the roof.
- Labor costs, except as specifically provided for above, disposal costs, tear-off costs, and costs related to underlayments (unless your claim involves a manufacturing defect in a GAF Underlayment), metal work, and flashings.
- 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 shingles or accessories to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those shingles and accessories actually exhibiting manufacturing defects or algae discoloration at the time your claim is settled. Any replacement shingles or accessories 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 shingles or accessories may not be an exact match for the shingles or accessories on your roof. Even if GAF does not modify a color, replacement shingles or accessories may not match your original shingles or accessories 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 and provide proof of the date your shingles or accessories were applied and that you were the owner at that time (or that the warranty was properly transferred to you). If you are claiming a Lifetime warranty on any GAF Accessories, you must also provide proof of the date(s) your three or more GAF Accessories and Lifetime Shingles were applied. You must either call GAF at 1-800-458-1860 about your claim, or send a notice to GAF in writing to: GAF, Warranty Service Department, 1361 Alps Road, Wayne, New Jersey 07470, USA. You will then be provided with complete details about submitting your claim. GAF may require you to send to GAF, at your expense, sample shingles or accessories for testing and photographs. Within a reasonable time after proper notification GAF will evaluate your claim and resolve it in accordance with the terms of this warranty. Any claim for shingles or accessories which have been replaced before notifying GAF, your claim may be denied. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF. You should retain this warranty for your records in the unlikely event that you need to file a claim.

### Sole And Exclusive Warranty

THIS 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 AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of GAF Shingles or Accessories. 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 breach of this warranty, negligence, strict liability in tort, or for any other cause. So jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions or limitations may not apply to you.

### 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 liability or responsibility for GAF in connection with your shingles or accessories except as described in this warranty. This warranty gives you specific rights, and you may have other rights which vary from jurisdiction to jurisdiction. (N/A) Warranty subject to change. For current information, visit [www.gaf.com](http://www.gaf.com) or write to us at 1361 Alps Road, Wayne, NJ 07470, USA, Attn: Warranty Service Department.)

### Effective Date

This Limited Warranty is effective for GAF Asphaltic Shingles and GAF Accessories installed after January 1, 2012.

# ROOF REPLACEMENT

1 OF 2

<u>GROUP 1</u>	<u>UNIT</u>	<u>COST</u>	<u>DATE COMPLETED</u>	<u>CHECK#</u>
	62	\$7550	9/18/2008	1119
	6	\$6980	"	"
	44	\$7840	"	"
	48	\$6910	"	"

TOTAL-----\$29,280

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<u>GROUP 2</u>	28	\$7435	10/02/2008	1120
	30	\$6575	"	"
	32	\$8030	"	"
	40	\$7010	"	"
	42	\$7550	"	"
	46	\$7780	"	"

TOTAL-----\$44,380

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<u>GROUP 3</u>	26	\$6460	10/10/2008	1121
	24	\$7320	"	"
	22	\$6700	"	"
	20	\$6450	"	"
	18	\$6140	"	"
	16	\$6870	"	"

TOTAL-----\$39940

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<u>GROUP 4</u>	<u>UNIT</u>	<u>COST</u>	<u>DATE COMPLETED</u>	<u>CHECK#</u>
	14	\$7400	10/18/2008	1127
	12	\$7450	"	"
	10	\$6820	"	"
	8	\$7725	"	"
	1	\$7750	"	"
	3	\$7705	"	"

TOTAL-----\$44850

<u>GROUP 5</u>	2	\$7650	11/03/2008	1129
	4	\$7750	"	"
	52	\$7700	"	"
	54	\$8320	"	"
	56	\$7680	"	"
	64	\$6740	"	"
	66	\$6560	"	"
	68	\$7820	"	"

TOTAL-----\$60,220

**GRAND TOTAL=====→\$218,670**



**NOTICE OF ASSESSMENT**

September 8, 2008

**TO: MEMBERS OF THE LIMITED EDITION CONDOMINIUM OWNERS ASSOCIATION INC.**  
**FROM: BOARD OF DIRECTORS OF LIMITED EDITION CONDOMINIUM OWNERS ASSOCIATION, INC.**  
**DATE: SEPTEMBER 8, 2008 MEETING**  
**ADDITIONAL MAILING ON SEPTEMBER 22, 2008**  
**RE: ROOF REPLACEMENT**

Pursuant to its authority under the bylaws Article VI Section B., and the Master deed, Article XVI (b), the Board of Directors of Limited Edition Condominium owners Association, inc. (Board) hereby assess the members of the association as follows:

**AMOUNT: Five Thousand Dollars (\$5,000.00) per Unit**  
**DUE Date: October 1, 2008, to be paid in full**  
**REASON: Cost of shingle replacement on all Units**

Due to low maintenance fees and increasing cost of roofing supplies, reserve funds are inadequate to cover the complete cost of shingle replacement. Replacement costs based on the research done by the board will be approximately \$218,700.00 (Units #34, 36, 38 are not included in this replacement cost), and approximately \$70,000.00 of which is available in the reserve fund can be used toward the fund, leaving approximately \$148,700.00 to be collected from thirty (30) Units Owners which amounts to \$5,000 each.

We hope that you understand that there is a possibility of structural damage which only can be determined when the old roof is removed. The five thousand dollar assessment is based on the cost of the shingles, labor, and vent replacements. Any damage to the wood beneath will be an added cost. Hopefully there will be none.

**BOARD OF DIRECTORS OF LIMITED EDITION CONDOMINIUM OWNERS ASSOCIATION, INC.**

By: *Judy B. Golden*  
JUDY B. GOLDEN, President  
*Robert E. Shelton*  
ROBERT E. SHELTON, Vice President  
*Carol R. Fargason*  
CAROL R. FARGASON, Secretary  
*Joseph S. Abounader*  
JOSEPH S. ABOUNADER, Treasurer  
*Jim Cooper*  
JIM COOPER

09-08-08  
Date  
9-07-08  
Date  
09-08-08  
Date  
Sept. 8, 2008  
Date  
9-8-08  
Date

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT dated the 16 day of September, 2008, by and between LIMITED EDITION HOMEOWNERS ASSOCIATION, the owners of certain buildings and common areas located in Johnson City, Washington County, Tennessee ("Owners"), and Vandupree Comb & Roofing, with a business address of 3216 Memorial Blvd. Apt 2, 37664, (hereinafter referred to as "Contractor").

### RECITALS

The Owner desires to enter into this Agreement with Contractor providing, among other things, building maintenance and repair as an independent contractor.

The Contractor is willing to enter into this Agreement with respect to its services as an independent contractor upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Employment. The Owner shall employ Contractor and Contractor shall serve the Owner as an independent contractor upon the terms and conditions hereinafter set forth.
2. Term. The employment of Contractor hereunder shall commence upon the execution of this Agreement and shall continue until such time as the Work is satisfactorily completed or either party upon 10 days written notification shall terminate said Agreement.
3. Duties. Contractor shall furnish labor and equipment (herein the "Work") for the repair and maintenance of Owners' buildings and grounds located in Johnson City, Washington County, Tennessee as specified in Exhibit A attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first above written.

**OWNER:**

**LIMITED EDITION HOMEOWNERS ASSOCIATION**

By Judy Golden  
Name Judy Golden  
Title President

**CONTRACTOR:**

Vandepool Construction  
By Marsha Vandepool  
Name Marsha Vandepool  
Title Secretary

September 10, 2008

This stands as a contract between Vanderpool Construction and Roofing, Inc. and Limited Edition Condominium Association, Inc.

All work will be completed as described in proposal which was accepted by the Association. The color of the shingles to be installed is Pewter. Work will begin on or before Sept. 16, 2008 and will be completed in 45 working days which weather permits.

Payment will be due as follows:

payment due upon completion of 4<sup>th</sup> house.  
payment 2 will be due upon completion of  
next 6 houses as well as payments 3-5-  
Remainder will be due upon completion

Accepted by:

Bill Vanderpool  
Bill Vanderpool

September 10, 2008

Judy Golden  
Judy Golden, President

September 10, 2008

Joe Abounader  
Joe Abounader, Treasurer

September 10, 2008