

4/19/22

**NOTICE OF DENIAL**

Olivier Lecanu  
1725 W. Boston  
Detroit, MI 48206

**RE: Application Number 22-7738; 1725 W. Boston; Boston-Edison Historic District**

Dear Applicant,

At the Regular Meeting that was held on April 13, 2022, the Detroit Historic District Commission (“DHDC”) reviewed the above-referenced application. Pursuant to Section 5(1) and 9(1) of the Michigan Local Historic District Act, as amended, being MCL 399.205 (1), MCL 399.209 (9) and Sections 21-2-78 and 21-2-80 of the 2019 Detroit City Code; the DHDC hereby issues a Denial for the following work, effective on April 19, 2022, as it will be inappropriate according to the Secretary of Interior’s Standards for Rehabilitation and the district’s Elements of Design:

***The replacement of clay tile roof with asphalt roofing.***

The reasons for the denial are a failure to meet the following specific Standards or Elements:

- 2) ***The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.***
- 5) ***Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.***
- 6) ***Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.***

The application may be resubmitted for the Historic District Commission's review when suggested changes have been made that address the cited reasons for denial, if applicable.

Please be advised that, in accordance with MCL 399. 211 and Section 21-2-81 of the 2019 Detroit City Code, an applicant aggrieved by a decision of the DHDC may file an appeal with the State Historic Preservation Review Board. Within sixty (60) days of your receipt of this notice, an appeal may be filed with:

Jon Stuckey, Michigan Department of Attorney General  
2<sup>nd</sup> Floor, G. Mennen Williams Building  
525 West Ottawa Street  
P.O. Box 30754  
Lansing, MI 48909

Phone: 517-335-0665  
E-mail: [stuckeyj@michigan.gov](mailto:stuckeyj@michigan.gov)

If you have any questions regarding the foregoing, please contact staff at 313-224-1762 or [hdc@detroitmi.gov](mailto:hdc@detroitmi.gov).  
For the Commission:



Daniel Rieden  
Detroit Historic District Commission

# DHDC 22-7738

## APPROVAL DOCUMENT – POST AT WORK LOCATION

CITY OF DETROIT  
HISTORIC DISTRICT COMMISSION

2 WOODWARD, SUITE 808  
DETROIT, MICHIGAN 48226

4/19/22

### CERTIFICATE OF APPROPRIATENESS

Olivier Lecanu  
1725 W. Boston  
Detroit, MI 48206

**RE: Application Number 22-7738; 1725 W. Boston; Boston-Edison Historic District**

Dear Applicant,

At the Regular Meeting that was held on April 13, 2022, the Detroit Historic District Commission (“DHDC”) reviewed the above-referenced application. Pursuant to Section 5(1) of the Michigan Local Historic District Act, as amended, being MCL 399.205 (1) and Sections 21-2-73/21-2-78 of the 2019 Detroit City Code; the DHDC hereby issues a Certificate of Appropriateness (“COA”) for the following work, effective on April 19, 2022, as it meets the Secretary of Interior’s Standards for Rehabilitation and the district’s Elements of Design:

- *The replacement of the front walkway and driveway with concrete paving.*

Please retain this COA for your files and post it at the subject property until work is complete. It is important to note that approval by the DHDC does not waive the applicant's responsibility to comply with any other applicable ordinances or statutes. If you have any questions regarding the foregoing, please contact staff at 313-224-1762 or [hdc@detroitmi.gov](mailto:hdc@detroitmi.gov).

For the Commission:



Daniel Rieden  
Detroit Historic District Commission

## Answers to questions for 1725 W Boston

- 1)Photos of each elevation.



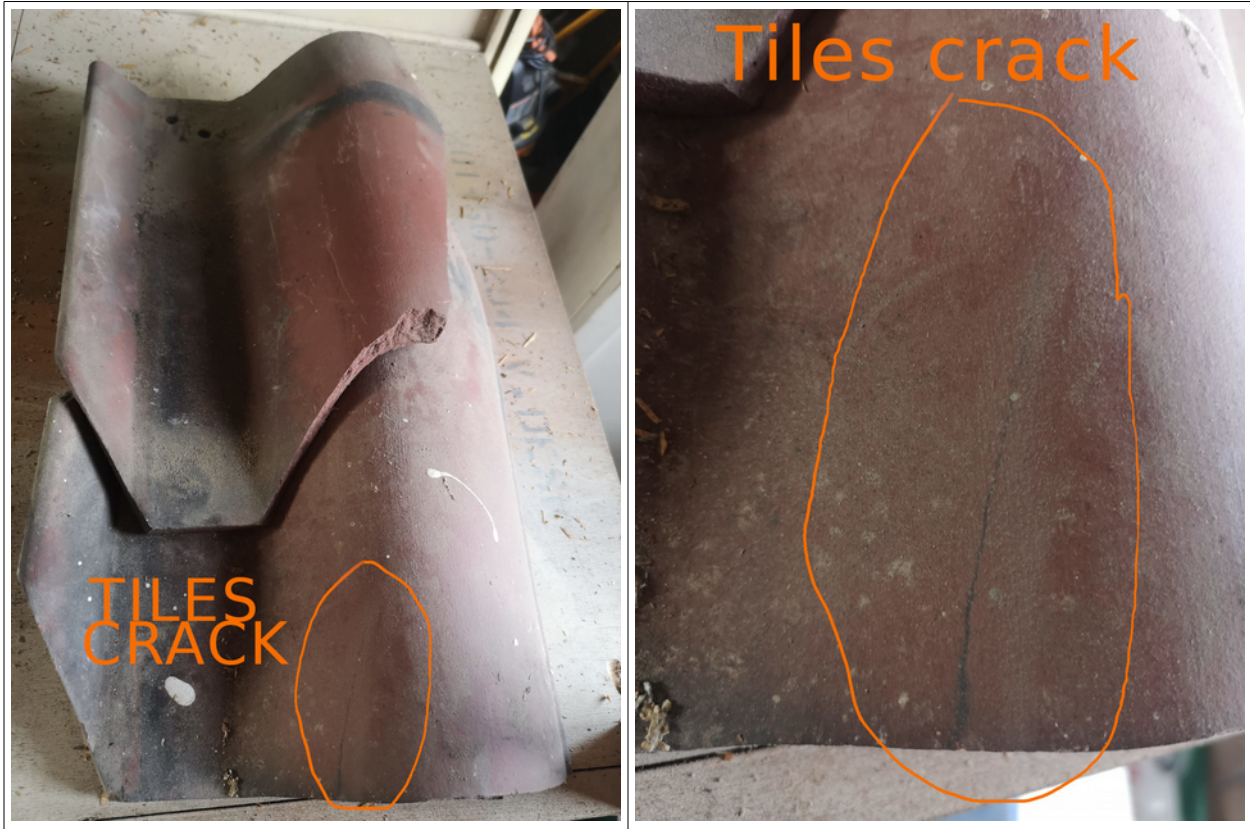
- **2)Roof prior to removal**

- See attached documents. I have no pictures but I send you a a google earth sky view with orange indications where it was leaking.





- 3) Detail Pictures of individual tiles that have been removed.



- 4) Description of Existing condition.

- The roof was compromised in every valley. The roof has been leaking since last summer. Presciently the roof is allowing the Plaster to be saturated, and Plaster is falling off the ceilings. (See Photos) mold is being created. My family has two small children 5 years Roman and 2 years old Julia. I can not allow my children to be exposed to these hazards conditions and pulled a building permit and removed the roof from the house installing Ice & water to try to protect the house from further water. Damage.

- 5) Description of project

- We attempted to save the tiles to be re-use. the tiles that were one hundred years old crumbled as we removed them only saving 15 tiles.
- The roof was leaking from the valleys not the tiles. Repairing the roof was not an option. Most of the barrier film was broken down. Roof was not savable.









- **6) Details scope of work for approval**

- Replacing roof in like materials has been done. The contractors can not preform work until late October 2022 at a price of \$100,000
- This is a financial burden on a family that has limited income. the only option is to place a dimensional shingle roof at a cost of \$ 9,600 to make the roof water safe to code standards. “note “houses on both sides of the street to the left and right all have asphalt shingles. currently a house directly across the street replace their roof in December with dimensional shingles.

- **7)Full Details of roof to be installed**

- We request that we are allowed to install dimensional shingles on the house roof. It will architecturally enhance the architecture of the house and provide water prof system to make the house safe for the family. If the historical society approves the remedy, we can complete the replacement in 2 weeks for today. March 1 , 2022



 <p>Core4™ Technology is the most innovative development in asphalt shingle manufacturing.</p>	 <p>Ask your insurance agent about discounts on your homeowners insurance when you install UL 2218 Class 4 Impact Resistant StormMaster® shingles.</p>
 <p>UP TO 150 mph WIND RESISTANCE</p> <p>Protect the investment in your home against high wind with an Atlas Wind Limited Warranty up to 150 mph*.</p>	 <p>Atlas shingles featuring Scotchgard™ Protector help prevent ugly black streaks caused by algae.</p>
 <p>Lifetime LIMITED WARRANTY</p> <p>Get a Lifetime Limited Warranty against manufacturing defects.</p>	 <p>ATLAS Signature Select ELIGIBLE</p> <p>When you install an Atlas Signature Select® Roofing System** all of the components are designed, backed by an Atlas warranty.</p>
 <p><b>APPROVED PRODUCTS</b></p>	 <p>Your home is the biggest investment you will ever make. You want to protect that investment by using quality materials and the best installation practices.</p> <p><b>APPROVED PRODUCTS</b></p>

**D. W. WILLIAMS, LLC**  
**Commercial & Residential Services**  
**35200 Plymouth Rd. Livonia, MI 48150**  
**PHONE 313-231-4318**

**February 11, 2022**

Olivier Lecanu  
1725 W. Boston Blvd.  
Detroit, MI 48206  
313-808-0122  
Email: [olivierlecanu@hotmail.com](mailto:olivierlecanu@hotmail.com)

**SUBJECT: NEW TILE ROOF TO HOUSE STRUCTURE ONLY:**

Olivier,

My apologies for the long time duration regarding the requested and pertinent information for your tile roof project. It seems this is the “new normal” under the current COVID 19 environment.

When we met in September 2021, I confirmed to you that all the roof tiles will have to be changed and that due to the pandemic, we will not be able to do this before the end of 2022.

As discussed, trying to match your existing tiles with new tiles will prove to be a near impossible task as the new tiles will not match the old tiles. Furthermore, your current tile roof system is in very poor condition and in our opinion should be replaced.

To accomplish the installation of a new tile roof system we will have to order the tiles from an out of state source and have them shipped to my supplier. All this takes time and money, as we also discussed the costs involved in replacing your current tile roof system with a new tile roof system could approach or even exceed \$100,000.00. We will also need to assemble a specialized crew to perform the installation of the new tile roof system. This could be a tough task especially in the current environment.

Please advise me as to your intentions to proceed with your roof project during the current 2022 Season which will end in October of 2022. Lastly, please bear in mind that all costs involved with this project are volatile.

Kind regards,

Doug Williams-Pres.  
313-231-4318

Thank You,

**From:** [olivier lecanu](#)  
**To:** [Dan Rieden](#)  
**Subject:** [EXTERNAL]RE: 1725 W Boston Blvd Tile Roof Removal  
**Date:** Wednesday, March 30, 2022 7:51:48 PM  
**Attachments:** [ROOF-1725 W BOSTON-StormMaster Shake Core4 Shingles Brochure - IBHS Addition -Low def.pdf](#)  
[DRIVEWAY & WALKWAY-1725 W BOSTON.pdf](#)

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Hello Mr. Rieden,

i received your email. I attached the answers to your questions. Also, could you please add this work to my application?

Thank you.

Olivier Lecanu

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**De :** Dan Rieden <riedenda@detroitmi.gov>  
**Envoyé :** mardi 29 mars 2022 10:47  
**À :** 'olivier lecanu' <olivierlecanu@hotmail.com>  
**Cc :** 'Joseph Ventimiglia' <vbc279@hotmail.com>  
**Objet :** Re : 1725 W Boston Blvd Tile Roof Removal

Good morning Mr. Lecanu,

I would like to introduce myself, so you have my information available. I will be working with you to help bring your application to full completion before the HDC meeting. Please note that staff is working from home, so please reach me by this email.

Upon initial review of your application, it appears that we have most information we need. I have a few questions for you. Please respond by end of day Wednesday, March30th, if possible:

1. I see the work order for the roof shingles. Please provide material/product cutsheets for the proposed pavers. This product sheet can be from a website, but it should include the material, color, and product name.
2. During a staff site visit, it was observed that the front brick walkway and the two-lane concrete driveway was removed and replaced with concrete. We have no record for an approval for this work so it has been added to this property as a violation. To address this violation, we would need the following as soon as possible (Thursday, end of business would be fine for the additional material below, but we need an answer to this question on including this work by end of day tomorrow.) :
  - a. Please send us a statement (an email is fine) that you wish to add this work to your application.
  - b. Provide a description of the work that was done: how much square footage (area) of walkway and driveway was complete with concrete. What is going to happen with the edges or the aprons at the street (some of the work appears to be incomplete)?
  - c. Please describe the concrete color and finish (broom swept, exposed aggregate, etc.)



**DRIVEWAY & WALKWAY**  
**1725 W BOSTON BLVD, DETROIT, MI 48206**

**How many sq ft :**

1. Driveway approximately 1400 SQ ft
2. Walkway approximately 200 SQ ft

**What is going to happen with the edges or the aprons at the street (some of the work appears to be incomplete)?**

1. The company did nothing for the sidewalk because they said it's the responsibility of the City of Detroit. But for sure i wait for the City to redo it. The city of detroit did renew a lot of streets of Boston-Edison.

**The concrete color and finish :**

1. Color : Gray (photos attached)
2. Finish : Broom swept with smooth borders





**Driveway:** Sketch on google earth with measurement and sq ft



**Walkway:** Sketch on google earth with measurement and sq ft



**From:** [olivier lecanu](#)  
**To:** [Dan Rieden](#)  
**Subject:** [EXTERNAL]RE: [EXTERNAL]RE: [EXTERNAL]RE: 1725 W Boston Blvd Tile Roof Removal  
**Date:** Friday, April 1, 2022 1:51:42 PM  
**Attachments:** [image001.png](#)  
[image001 \(2\).png](#)

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It should be done again in the spring. What should we do? I propose to do this shape in concrete (green shape). Broom swept with smooth borders. what do you think?

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**Daniel Rieden** PLA/ASLA

Lead Landscape Architect | Historic Preservation Team  
Planning & Development Department | City of Detroit  
Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 808, Detroit, MI 48226  
Phone: 313.224.1357  
Email: [riedenda@detroitmi.gov](mailto:riedenda@detroitmi.gov)  
Website: [Detroitmi.gov/pdd](http://Detroitmi.gov/pdd)

**Michael E. Duggan, Mayor**

In order to ensure your safety and ours during the COV-ID 19 pandemic, the Historic Preservation Team will be working remotely.

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WIMSATT - WAYNE  
 36340 VAN BORN RD  
 WAYNE, MI 48184  
 FAX: (734)-722-0031  
 Phone: (734)-722-3460

**ORDER ACKNOWLEDGMENT**

**0024207077**

**Account:** ACADRE 0001  
**Branch:** WBMWA  
**Phone:** (586)-615-9719  
**Fax:**

**BILL TO:**  
 ACACIA DREWNO LLC  
 39415 MILLINGTON  
 STERLING HEIGHTS MI 48313

**SHIP TO:**  
 ACACIA DREWNO LLC  
 1725 West Boston  
 Detroit MI 48206

<b>PO:</b>	<b>REF:</b>	<b>JOB:</b>
<b>ORDER DATE:</b> 11/12/21	<b>SALES</b> P TRUZA	<b>TYPE:</b> WHSE
<b>EXP DELV DATE:</b> 11/18/21	<b>AGENTS</b> J CURTIS	<b>SHIP VIA:</b> 37-GR>10
		<b>FRT TERM:</b>
		<b>ORDERED BY:</b> OLIVER/JOE

QUANTITY	UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
		Orig quote: 24207028		
135	BD	ATL628D114 3 BD/SQ DAINGERFIELD ATLAS STORMMASTER SHAKE HP SG COPPER CANYON 135/BD Loc:7AG	42.65/BD	5,757.75
8	BD	ATL634A114 12" X 31' ARDMORE ATLAS STORMMASTER H&R SG COPPER CANYON IMPACT RESISTANT 8/BD Loc:4LF3B	59.95/BD	479.60
5	BD	ATLSTU85 8-1/2" X 78' ATLAS PRO-CUT UNIVERAL STARTER 5/BD Loc:YARD	43.2024/BD	216.01
8	RL	MIDIWS2SL 2 SQ/RL MIDSTATES IWS2L ICE & WATER SAND LABEL 8/RL Loc:4AB	56.3380/RL	450.70
4	RL	ATLS6010 10 SQ/RL ATLAS SUMMIT 60 SYNTHETIC UNDERLAYMENT 4/RL Loc:4AJ	80.1991/RL	320.80
50	PC	QAADE34818 1-5/8" X 2-3/4" X 10' QA ALUM D-STYLE OH DRIP EDGE 818 BRONZE ALUMINUM, OVERHANG, 50 PC/CTN 50/PC Loc:3GE3C	5.96/PC	298.00
8	EA	LOM750BR 8" LOMANCO 750 ROOF VENT BROWN 8/EA Loc:3GJM1	14.1376/EA	113.10
3	BX	COIL114 1-1/4" COIL NAIL 3/BX Loc:3GA1B	55.3413/BX	166.02



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		<b>FRT TERM:</b>
		<b>ORDERED BY:</b> OLIVER/JOE

QUANTITY	UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
2	EA	STA38T50 3/8" 5000/BX GENERIC STAPLES FOR ARROW T-50 2/EA Loc:3HM2A	7.2946/EA	14.59
2	BX	ST385000B 3/8" 5M BOSTITCH STAPLES 2/BX Loc:3HQ2A	7.1268/BX	14.25
8	PC	OAT12944 1-1/2" - 3" OATEY ALUMINUM PIPE FLASHING BROWN ALL-FLASH, NO-CALK, 11" X 14.5" BASE, 12 PC/CTN 8/PC Loc:3HN2A	9.1848/PC	73.48
2	PC	OAT12955 3" - 4" OATEY ALUMINUM PIPE FLASHING BROWN ALL-FLASH, NO CALK, 12" X 15" BASE, 12 PC/CTN 2/PC Loc:3GJ1B	9.4106/PC	18.82
4	TB	NPCSS984 HAZMAT 11 OZ NPC SOLAR SEAL 900-84 IMPERIAL BROWN 12 TB/CS 4/TB Loc:3AK2F	6.1702/TB	24.68
1	BD	CALAL8X8BRNBLK 8" X 8" 100 PC/BD CALIBER ALUM FLAT STEP FLASHING BLACK BROWN, ALUMINUM, 5 BD/CTN 1/BD Loc:3HSTB	48.90/BD	48.90
10	EA	O716 7/16" 4' X 8' OSB 10/EA Loc:4GA	18.95/EA	189.50
5	EA	TPC4848 4' X 4' PALLET COVER BAGS 5/EA Loc:4LA	0.00/EA	0.00





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		<b>FRT TERM:</b>
		<b>ORDERED BY:</b> OLIVER/JOE

QUANTITY	UOM	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
1	EA	TPC48 4' X 8' PALLET COVER LARGE 1/EA Loc:4LA	0.00/EA	0.00
		SUBTOTAL		8,186.20
		Min Order Charge		45.00
		Sales Tax 6.0%		493.89
<p>Thank you for your order. Please review the quantities/colors/specifications with your Wimsatt representative for accuracy. There can be no changes or cancellations once the order is approved by you. Any special order material cannot be returned. Due to unusual circumstances, pricing is subject to change without notice and will be invoiced at the current price at the time of shipment. Please acknowledge your approval of this order below:</p> <p>_____</p> <p>Customer Name Printed</p> <p>_____</p> <p>Customer Signature</p>				

**PAYMENT TERMS:**  
 2% 10TH, NET 11TH

**Balance** **\$8,725.09**

## ROOF 1725 W BOSTON BLVD

Shingles: ATLAS/STORM MASTER SHAKE

Color: Coper Canyon

<https://www.atlasroofing.com/roof-shingles/stormmaster-shake#coppercanyon>

Product: Atlas, Storm Master Shake, Color Coper Canyon on the roof



# Beauty Backed By Protection.

# StormMaster® Shake

High Wind And Impact Resistant Shingles



StormMaster® Shake shingles provide architectural style along with the durability needed to stand up to the toughest weather conditions. With the power of Scotchgard™ Protector, which helps prevent ugly black streaks caused by algae, StormMaster® Shake shingles can keep a roof looking new for years.



### Durability

Ask your insurance agent about discounts on your homeowners insurance when you install **UL 2218 Class 4 Impact Resistant** shingles.



### Protection

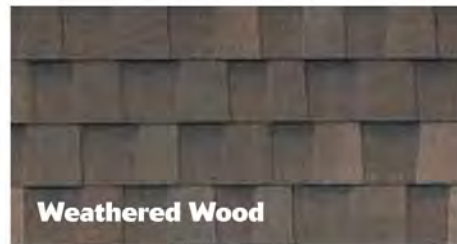
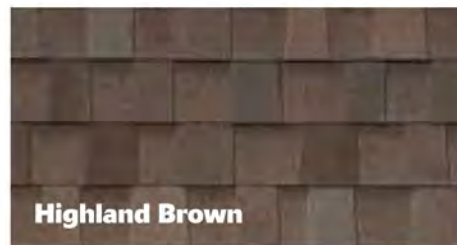
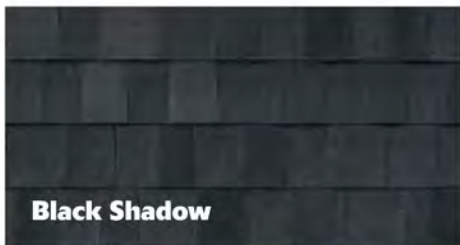
Protect the investment in your home against high wind with an Atlas Wind Limited Warranty up to 150 mph?



### Curb Appeal

Maintain your home's appearance with a roof that looks beautiful for years by resisting the black streaks caused by algae\*.

## Classic





With Atlas you get more than a roof. You get beautiful, lasting protection, backed by the industry's best warranty\*\* coverage — and the peace of mind that comes with it.



Colors	Limited Warranty**	Algae Resistance*	Signature Select® Eligible¹
10 Colors	Lifetime	Scotchgard™ Protector	Yes

Increase your Premium Protection Period by installing an Atlas Signature Select® Roofing System.

**10 YEARS** → Increases To → **20 YEARS**



**Roof System Components:**

- 1 Atlas WeatherMaster® Ice & Water Underlayment
- 4 Atlas Roof Shingles
- 2 Atlas Premium Underlayment
- 5 Atlas TruRidge® & HighPoint® Exhaust Ventilation
- 3 Atlas Pro-Cut® Starter Shingles
- 6 Atlas Pro-Cut® Hip & Ridge Shingles

**First impressions are everything. Don't let the black streaks caused by algae ruin it.**

**THE PROBLEM** — BLACK STREAKS CAUSED BY BLUE-GREEN ALGAE

**THE SOLUTION** — ATLAS DESIGNER SHINGLES WITH SCOTCHGARD™ PROTECTOR



"I've been a contractor for over 35 years and I've seen it all. And I know the right products for the right job," says Mike Holmes. "I only partner with brands that share my core values — quality, integrity and trust. 3M has all of those in spades."

*Mike Holmes*  
- Mike Holmes

\* In order to qualify for the Atlas Lifetime Algae Resistance Limited Warranty against black streaks caused by blue-green algae, installation must include Atlas Pro-Cut® Hip & Ridge shingles featuring Scotchgard™ Protector or Atlas Pro-Cut® High Profile Hip & Ridge shingles featuring Scotchgard™ Protector with Atlas shingles featuring Scotchgard™ Protector.

\*\* Refer to the Atlas Roofing Limited Shingle Warranty for all coverage requirements.

1 Refer to the Atlas Signature Select® Limited Warranty for all system coverage requirements.

2 StormMaster® Shake Wind Warranty: Standard 4-nail application is 130 mph wind warranty. Enhanced wind warranty to 150 mph with 6-nail application and the use of Atlas Pro-Cut® Starter Shingles installed on all the eaves and rakes and Atlas Pro-Cut® Hip & Ridge or Atlas Pro-Cut® High Profile Hip & Ridge. Refer to the Atlas Roofing Limited Shingle Warranty for all coverage requirements.

3 While shingles with Core4™ Technology maintain flexibility in cold weather, they must be exposed to direct sunlight for a continued period of time to activate the sealant feature. Shingles installed in fall or winter, and not exposed to adequate temperatures, which temporarily or permanently precludes activation of the sealant, may never seal and must be hand sealed at the time of installation. Refer to the Atlas Roofing Limited Shingle Warranty for all cold weather installation requirements.

Scotchgard and the Scotchgard Protector logo, including the plaid design and 3M logo, are all trademarks of 3M.



ATLAS  
**Signature Select**<sup>®</sup>  
ROOFING SYSTEM

## Demand Peak Coverage

When you install an Atlas Signature Select<sup>®</sup> Roofing System\*\*, all of the components are designed and backed by an Atlas warranty. In the unlikely event that you have a problem with your roof, there is a single company to turn to for support.

Unlike many other roofing warranties that promise more than they deliver, Atlas packs value and assurance into an enhanced Premium Protection Period with the installation of an Atlas Signature Select<sup>®</sup> Roofing System.

The Premium Protection Period includes:

- Non-prorated labor and materials
- Tear off and disposal fees
- Coverage of the full system
- Transferability

## Roof System Components:

- 1** Atlas WeatherMaster<sup>®</sup> Ice & Water Underlayment
- 2** Atlas Premium Underlayment
- 3** Atlas Pro-Cut<sup>®</sup> Starter Shingles
- 4** Atlas Roof Shingles
- 5** Atlas Pro-Cut<sup>®</sup> Hip & Ridge Shingles

\*\* Refer to the Atlas Signature Select<sup>®</sup> Limited Warranty for all system coverage requirements.



**AtlasRoofing.com**

#AtlasProtects

© Copyright 2016, Atlas Roofing Corporation ATL-153265-00 2/16







# ATLAS ROOFING LIMITED SHINGLE WARRANTY

## LIMITED SHINGLE WARRANTY

ATLAS ROOFING CORPORATION ("ATLAS") warrants to you, the original owner of its shingle products, that this product is free from any manufacturing defects that materially affect the performance of your shingle during the Premium Protection Period or that cause leaks for the balance of the applicable warranty period. This warranty is effective on all product types stated herein and installed in the United States and Canada on or after 2/1/2021.

### LIMITED WARRANTY PERIOD ▶

Your ATLAS shingles qualify for a limited warranty (as listed in the chart below) when properly installed in accordance with the product's application instructions available on product packaging or at [www.atlasroofing.com](http://www.atlasroofing.com).

### PREMIUM PROTECTION PERIOD ▶

Premium Protection Period refers to the initial full labor & material coverage during the critical first years of your roof's life (see chart for product specific premium protection periods). The limited warranty is the sole and exclusive remedy, and during the warranty period specified in the chart below, the maximum repair or replacement cost to ATLAS shall not exceed during the Premium Protection years, the replacement cost to the owner for the product plus replacement labor cost for the defective shingles. (This limited warranty does not include costs for tear-off and dump fees after the fifth year from the original installation date. This limited warranty does not include costs for roof deck repairs, flashing, metal work, or related work.)

### PRORATED LIMITED WARRANTY PERIOD ▶

During the remaining warranty period (after the Premium Protection Period), ATLAS will adjust valid claims (product materially affected by a manufacturing defect), by an amount determined by decreasing monthly the replacement cost of the product in proportion to the unexpired warranty period. To reflect the percent of use you have received from your shingles, the warranty calculation will be made by dividing the number of months that have elapsed since installation by the number of months in the warranty period. If applicable, the StormMaster® Slate, StormMaster® Shake, Pinnacle® Pristine, and ProLAM™ Lifetime Limited Warranty proration after the 45th year or 540th month of installation will have a 10% proration factor for the lifetime of the original owner (see LIMITATIONS AND RESTRICTIONS FOR THE LIFETIME LIMITED WARRANTY). In no event shall ATLAS' liability extend to any cost for the tear-off of the product or for the replacement installation cost of the new product during the prorated period.

### LIMITATIONS AND RESTRICTIONS FOR THE LIFETIME LIMITED WARRANTY ▶

ATLAS will provide the homeowner who initially purchases StormMaster® Slate, StormMaster® Shake, Pinnacle® Pristine Shingles, or ProLAM™ with a warranty that last the lifetime (lifetime meaning the lifetime of the original property owner, not the roof, or the second owner, if coverage was properly transferred during the first five years) of the homeowner's possession, provided that proper product installation in accordance with the instructions (as provided on the product packaging) is followed.

The lifetime coverage offered by this warranty automatically ceases/ends upon the sale of the property or the death of the last of the homeowners who owned the home at the time of the application, unless it is transferred as described below under Transferability.

The lifetime limited warranty option is only available for individual single-family site-built detached residences. A 50 year limited warranty would apply to all property owned by government agencies, corporations, limited liability companies, partnerships, trust, religious organizations, schools, or school districts, condominiums, or cooperative housing arrangements, or installed on apartment buildings or any type of building or premises not used by individual homeowners for a single-family site-built detached residence.

### LIMITATIONS OF REMEDIES AND LIABILITY ▶

This limited warranty is the sole and exclusive remedy provided by ATLAS for shingles containing manufacturing defects. For those shingles containing manufacturing defects, your maximum remedy is outlined herein under the sections entitled **Premium Protection Period** and **Prorated Limited Warranty Period**. The decision on which of the stated remedies is provided to an original owner or authorized transferee in each individual case shall be at the sole discretion of ATLAS. If proration

applies as stated above, ATLAS will calculate the appropriate percentage as stated herein under **(Prorated Limited Warranty Period.)** If providing replacement shingles, ATLAS, wherever possible, shall replace shingles with shingles of the same color and design; however, since color variances exist between shingles manufactured at different times and since ATLAS may discontinue or modify its shingles, ATLAS reserves the right to replace defective shingles with shingles of similar color and design.

IN NO INSTANCE IS ATLAS RESPONSIBLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE DURATION OF ANY IMPLIED WARRANTY IS HEREIN LIMITED IN DURATION TO THAT OF THE EXPRESS WARRANTY STATED HEREIN.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions may not apply to you.

### SOLE WARRANTY ▶

THE LIMITED WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND LIMITS AS TO DURATION ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED BY LAW INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE TIME PERIODS STATED ABOVE. ATLAS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN. THIS LIMITED WARRANTY CONTAINS ALL OF THE PROVISIONS OF YOUR REMEDIES FROM ATLAS. ATLAS' LIABILITY IS LIMITED TO THE PROVISIONS OF THIS LIMITED WARRANTY, WHETHER ANY CLAIM AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION. NO PERSON IS AUTHORIZED TO ALTER THIS LIMITED WARRANTY EITHER ORALLY OR IN WRITING. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### WIND LIMITED WARRANTY ▶

(Covers shingles only) ATLAS warrants that its shingles will resist damage by wind gusts up to a maximum wind speed as indicated in the Warranty Details chart provided that the shingles have been installed in accordance with the printed application instructions on the shingle bundle wrapper, and have had the opportunity to seal down. If during the Wind Limited Warranty period, indicated in the Warranty Details Chart, damage occurs to the shingles as a result of wind gusts under the specified Wind Speed Limits, ATLAS will furnish at no charge, replacement shingles for the damaged shingles only, but not for replacement labor. The coverage against wind gusts as described above is 15 years for lifetime shingles and 5 years for all other shingles from the date of installation.

High Wind Speed Provision: Atlas offers the property owner a 130 mph high wind speed provision for StormMaster Slate, StormMaster Shake, and Pinnacle Pristine shingles that have the "Built with HP Technology" designation on the product packaging (produced in Ardmore, Daingerfield, Franklin, Hampton, and Meridian) when following the Atlas standard 4-nail application or 6 nails for steep slope or Mansard application as seen on the product packaging. Atlas offers the property owner a 150 mph high wind speed provision for StormMaster Shake shingles that have the "Built with HP Technology" designation on the product packaging when following the Atlas 6 nail application (as seen on the product packaging) and the required use of Atlas Pro-Cut Starter shingles used on all the eaves and rakes and StormMaster Hip & Ridge or Atlas Pro-Cut High Profile Hip & Ridge. The 150 mph high wind speed revision does not apply to shingles installed in the fall or winter and not exposed to adequate temperatures to activate sealant line as described below (including hand sealing) in the SEALANT FAILURE section below or with shingles applied over existing shingles.

All Atlas Shingle Products Tested To:

- ASTM D 7158, Class H Wind Resistance, Passed to 150 mph
- ASTM D 6381, Uplift Resistance
- ASTM D 3161, Class F Wind Resistance, Tested at 110 mph

### SEALANT FEATURE ▶

In order to activate the sealant feature, the shingles must be exposed to direct sunlight for a continued period of time for the shingles to seal. Shingles installed in fall or winter and not exposed to adequate surface temperatures, or other conditions, which temporarily or permanently preclude activation of the

Product	Limited Warranty Period	Atlas Premium Protection Non-Prorated Period	Prorated Reduction Figure	Wind Speed Limits	Wind Warranty Length	Algae Resistance	
StormMaster® Slate featuring Scotchgard™ Protector	Lifetime	10 Years	1/600*	130 mph w/ 4 nails	15 Years	Scotchgard™ Protector	Lifetime <sup>1</sup>
StormMaster® Shake featuring Scotchgard™ Protector	Lifetime	10 Years	1/600*	150 mph w/ 6 nails <sup>2</sup> 130 mph w/ 4 nails	15 Years	Scotchgard™ Protector	Lifetime <sup>1</sup>
Pinnacle® Pristine featuring Scotchgard™ Protector	Lifetime	10 Years	1/600*	130 mph w/ 4 nails	15 Years	Scotchgard™ Protector	Lifetime <sup>1</sup>
ProLam™	Lifetime	10 Years	1/600*	130 mph w/ 6 nails 110 mph w/ 4 nails	15 Years	ARS	10 Years
Legend® featuring Scotchgard™ Protector	40 years (480 months)	5 Years	1/480	110 mph w/ 4 nails	10 Years	Scotchgard™ Protector	40 Years <sup>1</sup>
GlassMaster®	30 years (360 months)	5 Years	1/360	60 mph w/ 4 nails	5 Years	ARS	10 Years
Tough-Glass®	20 years (240 months)	5 Years	1/240	60 mph w/ 4 nails	5 Years	NON-ARS	N/A

\* The StormMaster® Slate, StormMaster® Shake, and Pinnacle® Pristine Lifetime Limited Warranty proration after the 45th year or 540th month of installation will have a 10% proration factor for the lifetime of the original owner.

<sup>1</sup> In order for StormMaster® Slate, StormMaster® Shake, Pinnacle® Pristine and Legend® shingles to qualify for the Atlas Algae Resistance Limited Warranty against black streaks caused by blue-green algae for shingles with Scotchgard™ Protector, installation must include Atlas Pro-Cut® Hip & Ridge Shingles featuring Scotchgard™ Protector, Atlas Pro-Cut® High Profile Hip & Ridge shingles featuring Scotchgard™ Protector, or StormMaster® Hip & Ridge shingles featuring Scotchgard™ Protector.

<sup>2</sup> StormMaster® Shake Wind Warranty: Standard 4-nail application is 130 mph wind warranty. Enhanced wind warranty to 150 mph with 6-nail application and the use of Atlas Pro-Cut® Starter Shingles installed on all the eaves and rakes and Atlas StormMaster® Hip & Ridge shingles or Atlas Pro-Cut® High Profile Hip & Ridge. Refer to the Atlas Roofing Limited Shingle Warranty for all coverage requirements.

sealant, may never seal and must be hand sealed at the time of installation. It is not a manufacturing defect if shingles fail to seal under the above circumstances, and Atlas will not be responsible for repair, replacement, or hand sealing shingles under these circumstances. However, in the event the shingles fail to self-seal after proper installation and climactic exposure, and Atlas is notified within the first year after installation, ATLAS' sole responsibility shall be to pay a reasonable cost to hand seal the affected shingles.

#### ALGAE RESISTANCE LIMITED WARRANTY ▶

(If applicable) ATLAS warrants that its algae resistance shingles (those with the "ARS" designation) will remain free of obvious and unsightly black streaks due to blue-green algae growth for a period of ten (10) years from the date of installation. In the event the algae resistant shingles fail to meet this coverage, ATLAS' sole and only liability shall be to pay the reasonable cost of cleaning, repairing, or replacing the affected shingles, up to the following limits: (a) during the first one (1) year, the maximum cost to ATLAS shall be, at its option, the cost to clean, repair, or replace the shingles in the affected roof area. Replacement includes the costs of labor, tear-off, and replacement of the affected shingles (does not include costs for deck repairs, flashing, metal work, or related work); (b) during the remainder of the algae warranty period (years 2-10), the maximum cost to ATLAS shall be, at its option, the cost to clean or replace only those shingles exhibiting algae discoloration, in proportion to the unexpired warranty period, excluding all installation costs

(If applicable) ATLAS warrants that its shingles featuring Scotchgard Protector (those with the "featuring Scotchgard™ Protector" designation) will remain free of obvious and unsightly black streaks due to blue-green algae growth with a warranty that matches the limited warranty period for the shingle, (Lifetime for Pinnacle Pristine, StormMaster Shake, and StormMaster Slate & 40 years for Legend; lifetime meaning the lifetime of the original property owner, not the roof, or the second owner, if coverage was properly transferred, as outlined herein under "Transferability"), provided that proper product installation in accordance with the instructions (as provided on the product packaging) is followed. Additionally, Atlas Pro-Cut Hip & Ridge Shingles featuring Scotchgard Protector, Atlas Pro-Cut High Profile Hip & Ridge shingles featuring Scotchgard Protector, or StormMaster® Hip & Ridge shingles featuring Scotchgard Protector must be installed on the roof ridge and hips for this warranty to be valid. Legend shingles can be used as their own hip & ridge and still qualify for the Scotchgard Protector warranty, but cannot be used with any other shingle with Scotchgard Protector. In the event the Atlas shingles featuring Scotchgard Protector fail to meet this coverage, ATLAS' sole and only liability shall be to pay the reasonable cost of cleaning, repairing, or replacing the affected shingles, up to the following limits: (a) during the Premium Protection Period (Premium Protection Period for each shingle is outlined herein in the "Warranty Details" chart), the maximum cost to ATLAS shall be, at its option, the cost to clean, repair, or replace the shingles in the affected roof area. Replacement includes the costs of labor, tear-off, and replacement of the affected shingles (does not include costs for deck repairs, flashing, metal work, or related work); (b) during the remaining warranty period (after the Premium Protection Period), the maximum cost to ATLAS shall be the full cost to clean only those shingles exhibiting black streaks due to blue-green algae. The lifetime limited warranty against black streaks due to blue-green algae is only available for individual single-family site-built detached residences. For all properties not classified as a single-family site-built detached residence, Atlas' terms (stated above) for Algae coverage is for a period of 25 years only. These shingles contain a preservative to inhibit black streaks caused by blue-green algae - which only applies to the shingles.

#### LIMITATIONS OF COVERAGE (WHAT IS NOT COVERED) ▶

ATLAS shall not be liable for and the Limited Warranties set forth herein do not apply to:

- Faulty or improper application of said product or products not installed or applied in accordance with the printed instructions on the product bundle wrappers.
- Damage to the products caused by inadequate attic/roof sheathing ventilation (Note: Ventilation must meet the FHA and HUD Minimum Property Standards or a minimum of one (1) square foot of net free attic vent area for every 150 feet of attic floor area; or one square foot per every 300 square feet, if vapor barrier is installed on the warm side of the ceiling, or at least one half the ventilation area is provided near the ridge.
- The use of any self-described metallized or metal containing category of "Radiant Barrier," as an asphalt shingle underlayment installed above the deck. Spray-on types of below-deck vapor permeable radiant barriers will be considered only on a job-by-job basis, and only if tested confirmed greater than 2 perms and adequate ventilation can be achieved.
- Replacement of products for the first six (6) months after application due to:
  - Loss of Granules: Products when first applied will have some excess granule wash off.
  - Discoloration: i) Some color shading may occur due to positioning or embedment of the granule; ii) Yellow staining and/or powder-

like shading may occur due to transfer of backing materials. The conditions listed in section (c) are normal and should be eliminated by natural weathering conditions over a six (6) month period after application.

- Damage to a roof due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of a building or to any defect in or failure of material used as a roof base over which products are applied or for damage by foot traffic on the roof.
- Damage from any cause other than inherent manufacturing defect.
- Acts of God including lightning, wind gusts in excess of the specified Wind Speed Limits listed herein, hurricane, tornado, hailstorm, impact of foreign objects or other violent storms.
- We are not liable to you if you make a warranty claim in the future, or make structural changes and any replacement shingles vary in color either due to normal weathering or changes in our product line or color blend.
- Claims by owners or transferees not qualifying as Original Owners or Authorized Transferees under this Limited Warranty.
- Black streaks due to blue-green algae growth where shingles were installed on a low slope roof, i.e. installations with a slope that is less than or equal to 2/12"; installations in which non-Atlas Shingles with Scotchgard (including, without limitation, low slope roofing and low slope roofing draining onto mansard roofing) shed water onto Atlas Shingles with Scotchgard; Roofing installations where Atlas Shingles with Scotchgard do not comprise the entire shingled area of the roof, including, without limitation, hip and ridge shingles.
- Roofing installations where discoloration of the shingles is found to be primarily due to anything other than the black streaks caused by blue-green algae, including, without limitation, discoloration due to green algae, lichen, moss, mold, mildew, pollen, bird droppings, insect infestations, and non-biological contaminants.

#### TRANSFERABILITY ▶

You, the original purchaser of the product, can make full transfer of this warranty only one time, during the Premium Protection Period (Premium Protection Period for each shingle is outlined herein in the "Warranty Details" chart) which begins on the date of original installation. This warranty cannot be transferred after the Premium Protection Period expires. For this warranty to be transferred, the homeowner must complete a Warranty Transfer Application by visiting [AtlasRoofing.com/Warranty](https://AtlasRoofing.com/Warranty), along with paying a transfer fee of one hundred (\$100.00) dollars within sixty (60) days after the date of the real estate transfer. If these terms are satisfied, the second owner will obtain the benefits of the original warranty. Proof of purchase of the Atlas shingles and the installation date must be submitted with the online Warranty Transfer Application. Transfer of this warranty shall not renew or extend the warranty terms, nor alter the warranty provisions, nor shall any duplication of any previous claim be accepted. **AFTER YOU HAVE TRANSFERRED THIS WARRANTY TO THE PURCHASER OF YOUR HOME, IT MAY NOT BE TRANSFERRED AGAIN. THAT IS, THE PURCHASER OF YOUR HOME MAY NOT TRANSFER THIS WARRANTY TO ANY SUBSEQUENT PURCHASERS.** Warranty Transfer Applications may be completed online by going to: [AtlasRoofing.com/Warranty](https://AtlasRoofing.com/Warranty).

#### WARRANTY REGISTRATION ▶

Warranty registration can be completed online by going to: [AtlasRoofing.com/Warranty](https://AtlasRoofing.com/Warranty). Warranty registration is not required to qualify for Atlas shingle warranty coverage.

#### CLAIM REPORTING PROCEDURE ▶

Any claim made hereunder must be made within thirty (30) days after discovery of the alleged defect by calling 1-800-478-0258 or in writing to:

Atlas Roofing Corporation  
Attn: Consumer Services  
802 Hwy 19 N., Suite 170  
Meridian, MS 39307

To fully evaluate your claim we may ask you to provide and forward, at your expense, pictures of your shingles and/or two (2) full shingle samples for us to test. Repairs made prior to or during the investigation period without Atlas Roofing Corporation's prior written approval shall be at the owner's expense. **With all claims, the original proof of purchase must be submitted with any other claim information requested.**

WARRANTY NOT VALID IF SUBMITTED INFORMATION IS ERRONEOUS OR FRAUDULENT.

**Any claim for shingles that have been replaced prior to Atlas receiving written notification of the claim, samples and inspection will be denied.**

## FAST & EASY WARRANTY REGISTRATION

Atlas Limited Shingle Warranty registration can be completed through our easy-to-use online registration tool, or by printing out the registration form and sending it through the mail. To start the registration process visit:

[AtlasRoofing.com/Warranty](https://AtlasRoofing.com/Warranty)

Then choose your registration method:



Register Online



Register By Mail

Clicking on "register by mail" will provide you with a printable registration form that once filled out completely, should be mailed directly to Atlas:

Atlas Roofing Corporation  
Attn: Consumer Services  
802 Hwy 19 N., Suite 170  
Meridian, MS 39307

If you chose to register online, you'll be asked to enter your email address. For your convenience, you will receive a confirmation email with a link and a password which will allow you to continue a paused or incomplete registration. In addition, you will receive status updates from Atlas regarding the progress of your completed registration.

- Identify products used in your new roof from Atlas.
- Enter required information about the installation of your new roof.
- Enter contact information for both the owner and contractor (or installer) of the roof.
- Confirm your information and accept the Terms of Agreement on the warranty. Once submitted, you will be able to print and/or download your PROOF OF REGISTRATION. Please keep this information with your original receipt and proof of purchase.

Fast and easy online warranty registration—it's just one more reason homeowners and roofing professionals prefer Atlas Roofing Corporation.

## AtlasRoofing.com/Warranty

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