

GOVERNING SUPREMACY ADDENDUM TO CONSTRUCTION AGREEMENT

Project: Lake Sawyer HOA Multi-Phase Re-Roofing & Gutter Replacement (Phases 1-3)

Owner: LAKE SAWYER SOUTH COMMUNITY ASSOCIATION, INC.

Contractor: Icon Roofing Group, Corp. (Lic. CCC1337836)

Fixed Contract Price: \$1,271,556.40 (inclusive of Exhibit A specifications across Phases 1, 2, and 3)

This Addendum is hereby incorporated into and made a superior, controlling part of the Roofing & Gutter Construction Agreement between Owner and Contractor. Notwithstanding any provisions contained in the Contractor's standard agreement, the Letter of Intent (LOI) dated July 22, 2026, or any secondary questionnaires, bid documents, or third-party/consultant instructions, the terms of this Addendum shall prevail, govern, and control in the event of any conflict or ambiguity.

1. Incorporation of Exhibit A (Technical Specifications & Core Directives)

The Contractor's detailed proposal dated July 22, 2026, attached hereto as Exhibit A, is formally incorporated into this Agreement by reference. The materials, pricing (\$1,271,556.40 fixed contract price), and technical specifications outlined in Exhibit A constitute the Mandatory Design Specification for the project, including without limitation:

Secondary Water Barrier: Full-deck GAF WeatherWatch self-adhering (peel-and-stick) underlayment across all roof decks.

Drip Edge & Flashing: Mandatory replacement of all heavy-gauge (26) drip edges and exposed flashings matching Exhibit A specifications. All drip edges and exposed flashings shall be white in color.

Ventilation: Installation of GAF Cobra Ridge Vents on all designated buildings.

Gutters & Downspouts (G&D): Complete removal and seamless replacement of all existing gutters and downspouts. All gutters shall be 6-inch, 0.032-inch heavy-duty (26) gauge aluminum in white. All downspouts shall be 4-inch in white.

Wind Mitigation: Provision of individual Wind Mitigation inspection reports for each unit address upon completion.

2. Schedule, Phase Durations, and Operations Control

The Contractor shall have sole and exclusive operational control over the project schedule, production rates, building sequence, and daily work activities.

Sovereignty of Schedule: Contractor is responsible for determining the safest and most efficient pace of work based on weather conditions, material availability, labor safety, and technical quality standards. Daily progress shall be tracked on a rolling, structure-by-structure working-day basis.

Phase Timelines: The operational framework establishes an estimated duration of 10 to 12 weeks for each of the three (3) Phases of the project. If the project schedule is modified by Contractor, Contractor shall notify Owner in writing and provide an updated project schedule. Under no circumstances, except for force majeure events, Owner-directed changes, concealed conditions, permitting delays, or other excusable delays recognized under the Agreement, shall the Contractor be deemed in default for delays in completion resulting from such events.

Community Impact: While Contractor determines the rate of work, Contractor shall exercise reasonable efforts to minimize interference with community access, parking, and resident daily activities.

3. Insurance and Liability Requirements

Contractor shall maintain the following minimum insurance coverage throughout the duration of the Project and shall deliver a Certificate of Insurance (COI) naming Lake Sawyer South Community Association, Inc. as an Additional Insured prior to the commencement of any work or permitting.

Commercial General Liability: Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

Workers' Compensation: Statutory limits for all employees and subcontractors in accordance with Chapter 440, Florida Statutes.

Commercial Auto Liability: Minimum limit of \$1,000,000 Combined Single Limit (CSL) covering all owned, non-owned, and hired vehicles.

Contractor shall provide all Certificates of Insurance and project-specific endorsements expressly identified in this Section or otherwise mutually agreed upon in writing by Owner and Contractor.

4. Comprehensive Scope of Work & Material Allowances

Gutter System: Contract includes the complete removal and replacement of all Gutters and Downspouts (G&D) with new materials as specified in Exhibit A and Section 1 of this Addendum (6-inch, 0.032-gauge white gutters and 4-inch white downspouts).

Roof Decking & Wood Replacement Allowances:

The Contract Price includes an allowance of up to twelve (12) sheets of 1/2-inch code-approved roof sheathing panels (4' x 8') and up to one hundred (100) linear feet of wood fascia replacement for each residential building within the applicable Phase.

Unused roof decking and fascia allowances from one building may be applied to another building within the same Phase as actual field conditions require. Unused allowances have no cash value and shall not be credited, refunded, or deducted from the Contract Price.

Additional roof sheathing exceeding the applicable allowance for the Phase shall be billed at \$75.00 per sheet installed.

Additional wood fascia replacement exceeding the applicable allowance for the Phase shall be billed at \$8.00 per linear foot installed.

Structural framing repairs, including but not limited to rafters, trusses, blocking, structural edge framing, or other load-bearing members, are excluded from this allowance and shall be quoted separately and performed only after written approval through a Change Order.

Concealed Conditions and Additional Wood Replacement: Upon discovery of concealed conditions requiring roof decking or fascia replacement beyond the applicable allowance for the Phase, Contractor shall promptly notify the Association's designated representative and provide reasonable photographic documentation. The designated representative shall respond as soon as reasonably practicable and, whenever reasonably possible, on the same business day so that construction is not unnecessarily delayed or the building exposed to weather. Approval may be communicated electronically, including by email or text message, followed by a formal written Change Order.

5. Progress Payment Structure and Lien Release Procedures

In lieu of a Performance and Payment Bond, progress payments shall be disbursed on a per-building basis in accordance with the payment milestones set forth below:

a. Fifty Percent (50%) Mobilization Payment: Fifty percent (50%) of the Contract Price for the applicable building shall become due and payable immediately upon issuance of

the building permit by the applicable governmental authority. Issuance of the building permit authorizes the Contractor to schedule labor, procure materials, reserve production capacity, and allocate project resources. Payment shall not be conditioned upon physical mobilization, delivery of materials, or commencement of on-site construction activities.

Building Sequencing: Contractor shall perform the Work on one residential building at a time within the applicable Phase. The Contractor may commence work on the next building after the preceding building has achieved Substantial Completion, even if minor punch-list items or administrative closeout activities remain, provided such items do not affect the weather-tight integrity, safety, or intended use of the completed building.

b. **Forty-Five Percent (45%) Substantial Completion Payment:** Forty-five percent (45%) of the Contract Price for the applicable building shall become due upon Substantial Completion of the roofing and gutter work for that building. "Substantial Completion" means the work has been completed in accordance with the Contract Documents, has successfully passed all required governmental inspections applicable to that stage of the work, and is ready for its intended use, subject only to minor punch-list items that do not materially affect the use or performance of the completed work.

c. **Five Percent (5%) Final Retainage:** The remaining five percent (5%) shall be retained solely as security for final site cleanup, magnetic sweeping, debris removal, and completion of any minor punch-list items. The retainage shall be released within three (3) business days after completion of the final cleanup and confirmation by the Association's authorized representative that such items have been satisfactorily completed. Such confirmation shall not be unreasonably withheld or delayed.

Payment Authorization: Progress payments shall be authorized by the Board President or, in the President's absence or inability to act, by another officer or authorized representative designated by the Association. Payment shall not be delayed solely because the Board President is unavailable.

Payment Timing: Once the Contractor has achieved the applicable payment milestone and submitted the required invoice, the Association shall issue payment within three (3) business days. Payment shall not be postponed due to the scheduling of Board meetings or other internal administrative procedures.

Lien Releases: As a condition of each progress payment for each building, Contractor shall provide a Conditional Waiver and Release Upon Progress Payment from the Contractor for the amount being invoiced. As a condition of final payment for each building, Contractor shall provide a Contractor's Final Affidavit and a Final Waiver and Release Upon Final Payment, in accordance with applicable Florida law.

6. Governance, Board Authority, and Site Administration

Board Authority: The Association shall designate the Board President or another authorized representative to administer the Project on behalf of the Association. Such representative shall have authority to coordinate day-to-day project administration, approve routine field matters expressly authorized under this Agreement, receive project communications, and process progress payment requests in accordance with the payment provisions of this Addendum. Nothing herein shall authorize such representative to approve material changes to the Contract Price or Scope of Work unless otherwise authorized by the HOA Board of Directors.

Routine field change orders relating to concealed conditions, including roof decking and fascia replacement within the unit prices established by this Agreement, may be approved by the Association's designated representative. Any work that exceeds the established unit prices or materially changes the Contract Price or Scope of Work shall require written approval by the HOA Board of Directors through a written Change Order executed by authorized representatives of both parties.

Permitting Authorization: Contractor is authorized to obtain all required Orange County building permits and file the Notice of Commencement (NOC) upon bilateral execution of the contract documents.

Site Administration: Daily logistics shall be coordinated directly between Contractor's Site Supervisor and the Board-designated Site Liaison.

7. Site Conditions and Liability Limitations

Infrastructure: Owner acknowledges that community roads and sidewalks are Orange County property. Contractor is not liable for standard wear and tear resulting from normal equipment traffic. However, if Contractor, its agents, or subcontractors cause negligent damage to roads or sidewalks, Contractor shall be primarily responsible for repair costs and agrees to indemnify and hold harmless Owner from any resulting liabilities or monetary obligations.

Staging Areas: Owner shall designate staging areas. Contractor is not responsible for moderate wear/damage to staging areas caused by heavy equipment, but agrees to leave all staging clean and free of construction debris upon completion of each building phase.

Interior Vibrations: Minor cosmetic interior impacts resulting from standard construction vibrations are an inherent risk of roofing operations and are not the liability of Contractor.

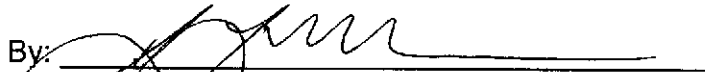
8. Absolute Supremacy & Order of Precedence

This Addendum, together with Exhibit A and the Construction Agreement, constitutes the entire agreement between the parties. In the event of any inconsistency, conflict, or direct contradiction between this Addendum, the Letter of Intent (LOI), the Contractor's base agreement, or any third-party documents, the provisions of this Governing Supremacy Addendum shall explicitly control and supersede all others.

ACCEPTANCE AND EXECUTION

FOR THE OWNER:

LAKE SAWYER SOUTH COMMUNITY ASSOCIATION, INC.

By: 

Printed Name: K. C. McMahon

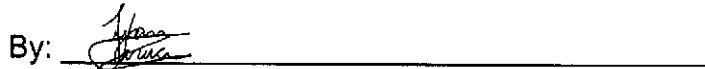
Title: President

Date: 10-19-2026

FOR THE CONTRACTOR:

Icon Roofing Group, Corp.

Florida Certified Roofing Contractor License No. CCC1337836

By: 

Authorized Representative of Icon Roofing Group, Corp.

Printed Name: LYBAN CARUCI

Title: SALES MANAGER

Date: 08-18-2026