

Seller's Property Disclosure – Residential



Notice to Licensee and Seller: Only the Seller should fill out this form.

Notice to Seller: Florida law¹ requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer**. This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as:

3424 Ne 1st St

Homestead

FL 33033-8012 (the "Property")

The Property is ☒owner occupied ☐tenant occupied ☐unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? _____)

<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
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1. Structures; Systems; Appliances

- (a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?
- (b) Is seawall, if any, and dockage, if any, structurally sound?
- (c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?
- (d) Does the Property have aluminum wiring other than the primary service line?
- (e) Are any of the appliances leased? If yes, which ones: _____
- (f) If any answer to questions 1(a) – 1(c) is no, please explain: _____
There is no seawall or dockage

2. Termites; Other Wood-Destroying Organisms; Pests

- (a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?
- (b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?
- (c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____

3. Water Intrusion; Drainage; Flooding

- (a) Has past or present water intrusion affected the Property?
- (b) Have past or present drainage or flooding problems affected the Property?
- (c) Is any of the Property located in a special flood hazard area?
- (d) Is any of the Property located seaward of the coastal construction control line?
- (e) Does your lender require flood insurance?
- (f) Do you have an elevation certificate? If yes, please attach a copy.
- (g) If any answer to questions 3(a) - 3(d) is yes, please explain:

own

¹ *Johnson v. Davis*, 480 So.2d 625 (Fla. 1985).

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	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) Notice to Buyer: If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	☒	☐	☐
(b) Are there any proposed changes to any of the restrictions?	☐	☒	☐
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	☒	☐	☐
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	☐	☒	☐
(e) Are there boundary line disputes or easements affecting the Property?	☐	☒	☐
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	☐	☒	☐
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? ☐ yes ☐ no	☐	☒	☐
(h) Are access roads ☒ private ☐ public? If private, describe the terms and conditions of the maintenance agreement: _____ Gated community			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: _____ backyard fence to R and L shared with neighbors			
9. Environmental			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	☐	☒	☐
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	☐	☒	☐
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	☐	☒	☐
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	☐	☒	☐
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			
10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	☐	☒	☐
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	☐	☒	☐
(c) Is the Property subject to any Qualifying Improvements assessment per Section 163.081, Florida Statutes?	☐	☒	☐
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	☐	☒	☐
(e) Have you ever had any claims filed against your homeowner's Insurance policy?	☐	☒	☐

- (f) Are there any zoning violations or nonconforming uses? ☐ ☒ ☐
- (g) Are there any zoning restrictions affecting improvements or replacement of the Property? ☐ ☒ ☐
- (h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property? ☐ ☒ ☐
- (i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property? ☐ ☒ ☐
- (j) Are any improvements located below the base flood elevation? ☐ ☒ ☐
- (k) Have any improvements been constructed in violation of applicable local flood guidelines? ☐ ☒ ☐
- (l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits? ☐ ☒ ☐
- (m) Are there any active permits on the Property that have not been closed by a final inspection? ☐ ☒ ☐
- (n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements? ☐ ☒ ☐
- (o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____
- _____
- (p) Is the Property located in a historic district? ☐ ☒ ☐
- (q) Is the Seller aware of any restrictions as a result of being located in a historic district? ☐ ☒ ☐
- (r) Are there any active or pending applications or permits with a governing body over the historic district? ☐ ☒ ☐
- (s) Are there any violations of the rules applying to properties in a historic district? ☐ ☒ ☐
- (t) If the answer to 10(q) – 10(s) is yes, please explain: _____
- _____

11. Foreign Investment in Real Property Tax Act ("FIRPTA")

- (a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? ☐ ☒ ☐
- If yes, Buyer and Seller should seek legal and tax advice regarding compliance.**

12. ☐ (If checked) Other Matters; Additional Comments: The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: John P Conboy Margaret E Conboy John P. Conboy, Margaret E Conboy Date: 07/16/26
Authentication (signature) Authentication (print)
 Seller: Sarah Ruth H Conboy / Sarah Ruth Helen Conboy Date: 07/15/2026
 (signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
 (signature) (print)
 Buyer: _____ / _____ Date: _____
 (signature) (print)

Seller SRHC JPC and Buyer (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4
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Under the Florida Building Energy-Efficiency Rating Act; the Department of Community Affairs has adopted a statewide uniform building energy- efficiency rating system to encourage the purchase of energy-efficient buildings. The Buyer may have the building's energy-efficiency rating determined, and the Buyer should receive a copy of the

information brochure prepared and provided at no cost by the Department of Community Affairs at the time of, or prior to, the Buyer's execution of the contract. If you did not receive one, please ask for it. The Brochure will provide information 1) How to analyze the building's energy-efficiency rating, (2) comparisons to statewide averages for new and existing construction of that class, (3) information concerning methods to improve the building's energy-efficiency rating, (4) that the energy-efficiency rating may qualify the residential purchaser for an energy-efficient mortgage from lending institutions.

RADON GAS AND OTHER ENVIRONMENTAL RISKS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from county public health units. ***Some other common hazardous substances found in existing housing are asbestos, lead, urea formaldehyde foam insulation, mold and Chinese drywall.*** Most buildings built before 1950 contain lead in existing paint and plaster, almost half of those buildings built between 1950 and 1980 contain lead in existing paint. In buildings built between 1982 and 1988 the tap water may contain lead from solder used for plumbing pipes. Lead is poisonous if consumed. Lead contamination may occur by eating lead paint chips, by breathing lead dust from plaster and paint and by drinking contaminated water. If lead contaminated products are present in the building, precautions should be taken to reduce risk of lead poisoning especially if any occupant is pregnant or young; and if any renovations are contemplated. Risk of drinking water contamination from environmental sources is also possible, if water source is supplied to the property by a private well. Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons. Properties that have had water penetration are susceptible to mold contamination. Additional information regarding lead and other environmental risks may be obtained from any public health unit, from the Department of Veteran Affairs or from the Department of Housing and Urban Development.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every Buyer of any interest in residential real property on which the residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Owner of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Owner's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase or lease.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION. ANY STATEMENTS OR REPRESENTATIONS WHICH MAY CONFLICT WITH THESE KEYES DISCLOSURES MAY NOT BE RELIED UPON.

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this revised disclosure statement.

Buyer: _____ / _____	Date: _____
(signature) (print)	
Buyer: _____ / _____	Date: _____
(signature) (print)	

This is to give you notice that Keyes Company has a business relationship with Capital Partners Mortgage Services, LLC ("Capital Partners"), HomePartners Title Services, LLC ("HomePartners"), and Gallagher Property and Casualty, LLC d/b/a Keyes Insurance ("Keyes Insurance"). The nature of these relationships is that the owner of 100% of Keyes Company owns 100% of Capital Partners; 100% of HomePartners; and 82.69% of Keyes Insurance. Because of these relationships, this referral may provide Keyes Company and its owner a financial or other benefit.

Service Provider	Service Provided	Charge or Range of Charges
HomePartners Title Services, LLC	Title – Owner’s Title Policy	\$5.75 per \$1,000 to \$100,000 of coverage \$5.00 per \$1,000 to \$1,000,000 of coverage
	Title – Lender’s Title Policy	\$5.75 per \$1,000 to \$100,000 of coverage \$5.00 per \$1,000 to \$1,000,000 of coverage (Simultaneous issue rates not to exceed \$400)
	Title – Endorsements	\$25 - 10% of Combined Title Policy Premiums
	Title – Title Search	\$200 (Residential)
	Title – Closing (Not Short Sale)	\$800
	Title – Closing (Short Sale)	\$2,000
Capital Partners Mortgage Services, LLC	Loan Origination	0% - 3% of the Loan Amount
	Administrative Fee	\$995 - \$1,295
	Processing	\$0 - \$495
	Discount Points	0% - 4% of the Loan Amount
Keyes Insurance	Insurance – Homeowner’s Policy	\$500 - \$5,000 for homes valued at \$50,000 - \$250,000 \$1,000 - \$7,000 for homes valued at \$250,000 - \$500,000 \$2,000 - \$10,000 for homes valued at \$500,000 - \$750,000

Property: 3424 Ne 1st St Homestead FL 33033-8012

Rev 04072026

Buyer or Tenant: _____

Realtor Associate (Sign)



Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



When initialed by all parties, the parties acknowledge that the disclosure set forth below was provided to Buyer prior to execution of the Florida Realtors/Florida Bar Residential Contract For Sale and Purchase between the parties and the clauses below will be incorporated therein:

John Patrick Conboy, Margaret E Conboy Sarah Ruth Helen Conboy (SELLER)
and (BUYER)
concerning the Property described as 3424 Ne 1st St
Homestead FL 33033-8012

Buyer's Initials

Seller's Initials

SRHC

herting
JPC

Authenticity: MEC

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE

PART A. DISCLOSURE SUMMARY

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THIS DISCLOSURE.

Disclosure Summary For Antigua At Oasis

(Name of Community)

1. AS A BUYER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION ("ASSOCIATION").
2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS ("COVENANTS") GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.
3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ \$130 PER month. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ n/a PER n/a.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ n/a PER n/a.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

DATE _____

BUYER

DATE _____

BUYER

B. HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE (CONTINUED)

PART B.

The Property is located in a community with a mandatory homeowners' association or an association that may require the payment of assessments, charges, or impose restrictions on the Property ("Association").

1. **APPROVAL:** The Association's approval of Buyer (CHECK ONE): ☒ is ☐ is not required. If Association approval of this transaction or the Buyer is required, this Contract is contingent upon Association approval no later than _____ (if left blank, then 5) days prior to Closing. Within _____ (if left blank, then 5) days after Effective Date, the Seller shall initiate the approval process with Association. Buyer shall pay application and related fees, as applicable, unless otherwise provided for in Association governing documents or agreed to by the parties. Buyer and Seller shall sign and deliver any documents required by the Association, provide for interviews or personal appearances, if required, and use diligent effort to timely obtain Association approval. If approval is not granted within the stated time period above, Buyer may terminate this Contract, and shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

2. PAYMENT OF FEES, ASSESSMENTS, AND OTHER ASSOCIATION CHARGES:

(a) Buyer shall pay any application, initial contribution, and/or membership or other fees charged by Association pursuant to its governing documents or applicable Florida Statutes. If applicable, the current amount(s) is:

UNKNOWN, SEE
\$ _____ Estoppe per _____ for _____ to _____
\$ _____ per _____ for _____ to _____
\$ _____ per _____ for _____ to _____
\$ _____ per _____ for _____ to _____

(b) If special or other assessments levied by the Association exist as of the Effective Date, or any assessment(s) are levied after the Effective Date and prior to the Closing Date, and are due and payable in full prior to Closing Date, then Seller shall pay all such assessment(s) prior to or at Closing; or, if any such assessment(s) may be paid in installments, then Seller shall pay all installments which are due before Closing Date, prior to or at Closing, and (CHECK ONE): ☒ Buyer ☐ Seller (if left blank, then Buyer) shall pay installments due after Closing Date. If Seller is checked, Seller shall pay the assessment in full prior to or at the time of Closing.

(c) Seller shall pay, prior to or at Closing, all fines imposed against the Seller or the Property by the Association which exist as of the Closing Date and any fees the Association charges to provide information about the Property, assessment(s) and fees.

The Association or Management Company to which assessments, special assessments or rent/land use fees are due and payable, is/are:

Hawkeye management (online payments for Oasis made here)

Mirage At Oasis Community Association, Inc

Contact Person n/a

Contact Person n/a

Phone n/a

Phone 786-349-1580 clubhouse, (305) 254-3888 HOA

Email <https://hawkeyemgmt.appfolio.com/>

Email oasis@altonmadison.com, www.courtesypropertymgmt.com

Additional contact information can be found on the Association's website, which is:

www. see above under email



3424 NE 1st St, Homestead, FL 33033-8012, Dade County

APN: 10-7915-003-0260 CLIP: 2332589230

