



**REALTORS® ASSOCIATION OF NEW MEXICO  
LEAD-BASED PAINT ADDENDUM TO PURCHASE AGREEMENT - 2016**

Federal law requires Seller to provide to Buyer all disclosures set forth in this Addendum AND to receive acknowledgment from Buyer that Buyer has received these disclosures BEFORE Seller may accept from Buyer an offer to purchase the Property. Further, Buyer shall not be obligated to purchase the Property unless Buyer has been provided an opportunity to inspect the Property as set forth in this Addendum.

This Disclosure and Acknowledgment will be attached as Addendum No. 2 to the Purchase Agreement between the Buyer and Seller, dated, \_\_\_\_\_, Relating to the following Property:

See Addendum!  
 \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Legal Description \_\_\_\_\_

or see metes and bounds or other legal description attached as Exhibit Valencia County, New Mexico.

**1. LEAD WARNING STATEMENT.**

Every Buyer of any interest in residential real property on which a 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 Seller 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 Seller'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.

**2. SELLER'S DISCLOSURE.**

- A. Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below as applicable):**  
 \_\_\_\_\_ i.) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): \_\_\_\_\_  
 ii.) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- B. Records and reports available to the Seller (initial (i) or (ii) below as applicable):**  
 \_\_\_\_\_ i.) Seller has provided Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): \_\_\_\_\_  
 ii.) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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**3. BUYER'S ACKNOWLEDGEMENT.** (both A and B should be initialed):

- \_\_\_\_\_ A. Buyer has received the Lead-Based Paint Warning Statement set forth in Paragraph 1 above, the Seller's Lead-Based Paint Disclosures referenced in Paragraph 2(A) and if applicable, the records and reports accompanying Seller's Disclosures referenced in Paragraph 2(B).
- \_\_\_\_\_ B. Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."

**4. BUYER'S RIGHTS.** (initial A or B below as applicable):

- \_\_\_\_\_ A. Buyer has received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- \_\_\_\_\_ B. Buyer has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**5. BROKER'S CERTIFICATION.** (both A and B should be initialed):

*Both the Seller's Broker and the Buyer's Broker (if compensated by the Seller or Seller's Broker) are considered the "agents" under the Regulations and are required to certify as follows and sign this form, regardless of their brokerage relationships. Therefore, both the Seller and Buyer's brokers should initial below UNLESS the Buyer's Broker is being compensated entirely by the Buyer.*

*LSB CKM*  
*LSB CKM*

A. Agent has informed Seller of Seller's obligations under Sec. 42 U.S.C.A. 4852d to:

- 1) Provide Buyer with the federally approved pamphlet, "Protect Your Family from Lead in Your Home;"
- 2) Complete this Lead-based Paint Addendum before giving it to Buyer;
- 3) Disclose any known lead-based paint or lead-based paint hazards in the Property;
- 4) Deliver to Buyer a list of and copies of all records and reports pertaining to lead-based paint and/or lead based paint hazards in the Property;
- 5) Provide Buyer with a ten-day (10) period (or other period mutually agreed in writing by Buyer and Seller) to have the Property inspected;
- 6) Retain a completed copy of this Addendum for at least three (3) years following the closing of the sale.

*LSB CKM*  
*LSB CKM*

B. Agent is aware of Agent's duty to ensure compliance with the requirements of Sec. 42 U.S.C.A. 4852d.

**Warning**

*Provisions of this form are required by Federal Regulations and should not be revised.*

**Certification**

Each of the following parties has reviewed the information above and certifies, to the best of his or her knowledge, that the information provided by that party is true and accurate.

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**SELLER**

Seller Signature: Cindy McCall Date: July 1, 2016 Time: 4:30 pm.

Seller Signature: Cindy McCall Date: \_\_\_\_\_ Time: \_\_\_\_\_

Seller Names (Print): \_\_\_\_\_

Seller Address: 3058 Hwy 47 City: Los Lunas State: NM Zip Code: 87031

Seller Home Phone: 505-859-0864 Business Phone: \_\_\_\_\_ Fax: 505-916-5606 Email Address: cindy.sellsnm@aol.com

**BUYER**

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Buyer Names (Print): \_\_\_\_\_

Buyer Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Buyer Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

**SELLER'S BROKER**

Listing Firm: Sachs 5th Real Estate Fast Forward Realty

By (Print): Lorraine Sachs Garcia / Cindy McCall Lorraine Sachs Garcia  
 Broker  is  is not a REALTOR®

By (Signature): Lorraine Sachs Garcia / Cindy McCall Date: 07/01/2016 Time: 4:45 PM

Address: 225 N. Main St. City: Belen State: NM Zip Code: 87031  
3058 Hwy 47 City: Los Lunas State: NM Zip Code: 87031

Business Phone: 505-859-0864 Email Address: Lorraine Sachs Garcia@gmail.com  
505-916-5606 Email Address: cindy.sellsnm@aol.com

Lorraine Cell: 505-453-1879 Lorraine Mailing: 840 M. C. Baca Lane - Belen NM 87002

**BUYER'S BROKER**

Selling Firm: \_\_\_\_\_

By (Print): \_\_\_\_\_ Broker  is  is not a REALTOR®

By (Signature): \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_



**REALTORS® ASSOCIATION OF NEW MEXICO**  
**GENERAL ADDENDUM No. 1 - 2016**

This Addendum is part of the Lead Base Paint Disclosure Agreement (the "Agreement")  
 dated July 1, 2016 between Cindy McCall Seller  
 and Sachs 5th Real Estate and Fast Forward Realty  
 relating to the following Property: See Addendum 1

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Legal Description  
 or see metes and bounds description attached as Exhibit Valencia County, New Mexico.

The following is added to the Agreement:

- 306 Horizon Vista - Horizon Vista Patio Homes Lot 4 Block 4 Unit 1
- 303 Horizon Vista - Horizon Vista Patio Homes Lot 2 Block 13 Unit 1
- 1703 Maddox Street - Horizon Vista Patio Homes Lot 3 Block 26 Unit 1
- 1701 Maddox Street - Horizon Vista Patio Homes Lot 2 Block 26 Unit 1
- 1605 Maddox Street - Horizon Vista Patio Homes Lot 4 Block 25 Unit 1
- 504 Maddox Loop - Horizon Vista Patio Homes Lot 2 Block 22 Unit 1
- 506 Maddox Loop - Horizon Vista Patio Homes Lot 3 Block 22 Unit 1
- 605 Maddox Loop - Horizon Vista Patio Homes Lot 3 Block 20 Unit 1
- 607 Maddox Loop - Horizon Vista Patio Homes Lot 4 Block 20 Unit 1
- 405 Maddox Loop - Horizon Vista Patio Homes Lot 3 Block 18 Unit 1

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GENERAL ADDENDUM No. 1 - 2016

If there is any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum will control. The remaining provisions of the Agreement will remain in effect.

BUYER/TENANT/BROKER SIGNATURE

<u>Lindy McCall</u>	<u>July 1, 2016</u>	<u>4:45 pm</u>
Signature	Date	Time
<u>Lorraine Sachs Garcia</u>	<u>07/01/2016</u>	<u>4:45</u>
Signature	Date	Time

SELLER/LANDLORD/OWNER SIGNATURE

<u>Lindy McCall</u>	<u>July 1, 2016</u>	<u>4:30 pm</u>
Signature	Date	Time