



**NEW MEXICO ASSOCIATION OF REALTORS®  
LEAD-BASED PAINT ADDENDUM TO PURCHASE AGREEMENT - 2020**

**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 PRIOR TO full execution of the Purchase Agreement. 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. 1 to the Purchase Agreement between the Buyer and Seller, dated, August 20, 2021  
Relating to the following Property:

159 Ski Run Rd. Alto 88312  
City Zip Code  
033,109 address 13E  
**Tracts in the W2 stated as Eagle Creek RV Tr 1, Eagle Creek RV Tr. 2, Maynard Tr 1,2,3 and 4**  
Legal Description

or see metes and bounds or other legal description attached as Exhibit //, Lincoln  
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):**

- AM i.) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
- AM ✓ 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):**

- AM 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):
- AM ✓ 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.*

- \_\_\_\_\_ *DR* 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.
- \_\_\_\_\_ *DR* 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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*Tim Scot Maynard* **SELLER** 8/18/21 4:43  
 Seller Signature Date Time

Seller Signature Tim Scot Maynard Helen Maynard  
 Seller Names (Print)  
159 Ski Run Rd. Alto NM 88312  
 Seller Address City State Zip Code  
cell 915-328-8113 smaynard1313@gmail.com  
 Seller Home Phone Business Phone Fax Email Address

**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**

Zia Real Estate

Listing Firm Zia Real Estate  
 By (Print) Donda C. Richardson Broker  is  is not a REALTOR®  
*Donda C. Richardson* 8/18/21 \_\_\_\_\_  
 By (Signature) Date Time  
2205 Sudderth Dr. Ruidoso NM 88345  
 Address City State Zip Code  
575-258-8656 877-742-2945 donda@zia-realestate.com  
 Business Phone Fax Email Address

**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 \_\_\_\_\_



**NEW MEXICO ASSOCIATION OF REALTORS®  
CONFIRMATION OF RECEIPT OF LEAD-BASED PAINT PAMPHLET - 2020**

I have received a copy of the pamphlet, *Protect Your Family from Lead in Your Home*, informing me of the potential risk of the lead hazard exposure activity to be performed in my dwelling unit. I received this pamphlet before work began.

\_\_\_\_\_  
Printed Name of Recipient

\_\_\_\_\_  
Signature Date Time

SELF-CERTIFICATION OPTION (for tenant-occupied dwellings only) If the lead pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below:

Refusal to sign - I certify that I have made a good faith effort to deliver the pamphlet, *Protect Your Family from Lead in Your Home*, to the rental dwelling unit listed below at the date and time indicated and that the occupant refused to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet in the unit with an adult occupant.

Unavailable for signature - I certify that I have made a good faith effort to deliver the pamphlet *Protect Your Family from Lead in Your Home*, to the rental dwelling unit listed below at the date and time indicated and that the occupant was unavailable to sign the confirmation receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door.

\_\_\_\_\_  
Printed Name of Person Certifying Lead Pamphlet Delivery Attempted Delivery Date/Time

\_\_\_\_\_  
Signature of Person Certifying Lead Pamphlet Delivery Date Time

Unit Address

Note: Regarding Mailing Option: As an alternative to delivery in person, you may mail the lead pamphlet to the owner and/or the tenant. Pamphlet must be mailed at least 7 days before renovation. (Document with a certificate of mailing from the post office.)

**KEEP THIS CONFIRMATION FOR AT LEAST THREE YEARS.**

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