



**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. One to the Purchase Agreement between Buyer and Seller, dated, _____

Relating to the following Property:

401 Hatchery Road

Address

Taos

City

87571

Zip Code

Exhibit A - Warranty Deed

Legal Description

or see metes and bounds or other legal description attached as Exhibit _____,

Taos

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): _____

LDJ 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): _____

LDJ ii.) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

This form and all REALTORS® Association of New Mexico (RANM) forms are for the sole use of RANM members and those New Mexico Real Estate Licensees to whom RANM has granted prior written authorization. Distribution of RANM forms to non-RANM members or unauthorized Real Estate Licensees is strictly prohibited. RANM makes no warranty of the legal effectiveness or validity of this form and disclaims any liability for damages resulting from its use. By use of this form, the parties agree to the limitations set forth in this paragraph. The parties hereby release RANM, the Real Estate Brokers, their Agents and employees from any liability arising out of the use of this form. You should consult your attorney with regard to the effectiveness, validity or consequences of any use of this form. The use of this form is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.

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

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.

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

Warning


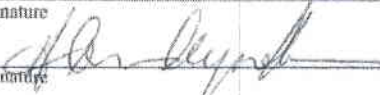
Provisions of this form are required by Federal Regulations and should not be revised.

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.

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

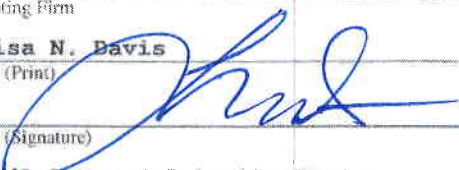
SELLER

Seller Signature  Date 12/16/16 Time 4:30pm
 Seller Signature  Date 12/16/16 Time 4:30pm
 Christopher Wyndham, TTE, Helen Ann Wyndham, TTE
 Seller Names (Print)
 PO Box ²⁴³ ~~342~~ Stirling South Australia ⁵¹⁵² ~~5123~~ Australia
 Seller Address City State Zip Code
 (011) 618-49969 awyndham@wt.net
 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

Berkshire Hathaway HomeServices Taos RE
 Listing Firm
 Lisa N. Davis
 By (Print)  Broker is is not a REALTOR®
 By (Signature) _____ Date 12/19/16 Time 11:11am
 314A Paseo del Pueblo Norte Taos NM 87571
 Address City State Zip Code
 (575) 758-1924 (575) 758-4833 lisandavis@msn.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 _____


 Wyndham