



NEW MEXICO ASSOCIATION OF REALTORS® — 2026

ADDENDUM NO. 1

LEAD-BASED PAINT ADDENDUM TO PURCHASE AGREEMENT



ATTENTION BUYER/SELLER

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. [Click here](#) for the Lead Base Paint Brochure

This Addendum is part of the Purchase Agreement dated, _____,
Relating to the following Property:

2104 Lead Ave. SE **Albuquerque** **NM** **87106**
Address (Street, City, State, Zip Code)
Lot 2 Block 4 Buena Vista Heights Addn
Legal Description

or see metes and bounds or other legal description attached as Exhibit _____, **Bernalillo** County(ies),
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*): SELLER(S) _____

ii. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. SELLER(S)  

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*): SELLER(S) 

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

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). BUYER(S) _____

B. Buyer has received the pamphlet "Protect Your Family from Lead in Your Home." BUYER(S) _____

This form and all New Mexico Association of REALTORS® (NMAR) forms are for the sole use of NMAR members and those New Mexico Real Estate Licensees to whom NMAR has granted prior written authorization. Distribution of NMAR forms to non-NMAR members or unauthorized Real Estate Licensees is strictly prohibited. NMAR 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 NMAR, 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 Real Estate Licensees who are members of the National Association of REALTORS® and who subscribe to the Association's strict Code of Ethics.



NEW MEXICO ASSOCIATION OF REALTORS® — 2026

ADDENDUM NO. 1

LEAD-BASED PAINT ADDENDUM TO PURCHASE AGREEMENT



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** BUYER(S) _____
- 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. BUYER(S) _____

 ATTENTION BUYER/SELLER

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.

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

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.

BUYER BROKER(S) _____ SELLER BROKER(S)  

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

BUYER BROKER(S) _____ SELLER BROKER(S)  

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.



NEW MEXICO ASSOCIATION OF REALTORS® — 2026

ADDENDUM NO. 1

LEAD-BASED PAINT ADDENDUM TO PURCHASE AGREEMENT



BUYER(S)

Buyer Signature	Printed Name	Date	Time
Buyer Signature	Printed Name	Date	Time

SELLER(S)

 Seller Signature	Rubess Properties, LLC Printed Name	05/21/2026 Date	2:46 PM MDT Time
 Seller Signature	Rubess Properties, LLC Printed Name	05/21/26 Date	1:14 PM MDT Time

If additional signature lines are needed, please use NMAR Form 1150 – Signature Addendum

SELLER'S BROKER(S)

 Seller's Broker Signature	 Seller's Broker's Qualifying Broker's Name and NMREC License No.	05/22/26 Date	8:35 AM MDT Time
Deacon Property Services, LLC / NM Apartment Advisors, Inc.	Kyle Deacon / David Todd Clarke	15579 / 13711	kyled@deaconnm.com
Seller's Brokerage Firm	Seller's Broker's Qualifying Broker's Name and NMREC License No.	Seller's Broker's Email Address	Seller's Broker's Cell Phone
Kyle Deacon / David Todd Clarke	(505) 803-3775 (K)	(505) 440-8633	Seller's Broker's Cell Phone
Seller's Broker Name	Seller's Broker's Team Name	Office Phone	Seller's Broker's Cell Phone
4308 Carlisle Blvd NE, Suite 102	Albuquerque	NM 87107	Seller's Broker's Cell Phone
Seller's Brokerage Address	City	State	Zip Code
Broker ☒ is ☐ is not a REALTOR®			

BUYER'S BROKER(S)

Buyer's Broker Signature	Buyer's Broker's Qualifying Broker's Name and NMREC License No.	Date	Time
Buyer's Brokerage Firm	Buyer's Broker's Qualifying Broker's Name and NMREC License No.	Buyer's Broker's Email Address	
Buyer's Broker Name	Buyer's Broker's Team Name	Office Phone	Buyer's Broker's Cell Phone
Buyer's Brokerage Address	City	State	Zip Co
Broker ☐ is ☐ is not a REALTOR®			