AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND RESERVATIONS FOR
SMITHFIELD ACRES SUBDIVISION
GREENE, MAINE

Whereas, Car-Ty Development, LLC, a Maine Limited Liability Company with a principal place of business in Greene, Maine (the "Grantor" or "Car-Ty"), established a subdivision in Greene, Maine, known as "Smithfield Acres," said subdivision being more fully described in the Subdivision Plan of Smithfield Acres approved by the Town of Greene Planning Board on October 10, 2023, recorded in the Androscoggin County Registry of Deeds at Plan Book 55, Page 18 (the "Plan"); and

Whereas, in conjunction with the establishment of the Subdivision, the Grantor recorded a Declaration of Protective Covenants, Restrictions, and Reservations (the "Declaration"), said Declaration being recorded in the said Registry of Deeds at Book 11548, Page 330; and

Whereas, Lot 1 of the Subdivision was sold by the Grantor to Emily A. Rose pursuant to Warranty Deed from Car-Ty Development, LLC dated May 21, 2026, recorded in the said Registry of Deeds at Book 12101, Page 165) ("Lot 1"); and

Whereas, the Declaration and Plan contemplate that Tyler Avenue on the Subdivision Plan ("Tyler Avenue") will be a private road, the title to which shall vest in the owner of Lot 4, and the maintenance of which shall be shared by the owners of Lot 4 and Lot 3; and

Whereas, the Grantor desires to convey Tyler Avenue to the Town of Greene, Maine, and to forego the requirement that Tyler Avenue be a private road; and

Whereas, the Town of Greene has indicated its intention to accept Tyler Avenue, along with all other roads shown on the Subdivision Plan, as public roads; and

Whereas, Section 22 of the Declaration provides that the Declaration may be amended by unanimous vote of the Lot owners in the Subdivision; and

Whereas, Car-Ty is the owner of all Lots in the Subdivision, with the exception of Lot 1 currently owned by Emily A. Rose ("Ms. Rose"); and

Whereas, the Grantor desires to amend the Declaration and Plan to allow for Tyler Road to be conveyed, along with Jennifer Avenue and Carter Avenue, to the Town of Greene, Maine.

Now, Therefore, in consideration of mutual promises and covenants set forth herein, the parties hereto agree as follow:

1. **Section 19**. Section 19 of the Declaration is hereby amended by revoking the same and providing in lieu thereof as follows:

> "19. **Roads and Ways**. With respect to the roads and ways shown on the Subdivision Plan, the Grantor reserves to itself the fee ownership to said roads and ways, provided that the Grantor shall have the right to convey the same to the Town of Greene or to the Smithfield Homeowners' Association at any time. The Grantor reserves to itself the right to petition the Town of Greene, Maine, at any time, to accept the roads and ways as public ways or streets granting to said Town such easements, rights, and title as may be necessary for acceptance.
>
> In addition, the Declarant reserves the right, with governmental approval, to extend Jennifer Avenue as shown on the Subdivision Plan in a westerly/southwesterly direction through common areas to land now or formerly of John W. Vallerand (Androscoggin County Registry of Deeds Book 11105, Page 321) (the "Adjacent Real Estate"), said extension being for purposes of ingress and egress, and in conjunction with said extension to install, maintain, repair and replace overhead or underground utilities within said Jennifer Avenue and extended area for the transmission of electricity, gas, telephone communications, cable television, sewerage, water, or similar utility services which are currently or may in the future become available, and the right to assign said utility rights to a licensed utility for such purposes."

2. **Plan.** The parties hereto acknowledge that the Plan shall be amended to remove the reference to Tyler Avenue being a private way. All parties purchasing lots on the Plan subsequent to the date of this Agreement shall take subject to the provisions

of the Declaration, as amended hereby, and consent to the amendment to the Declaration and the Plan as described herein.

3. **Ratification**. In all other respects, the Declaration is hereby ratified, approved, and reconfirmed.

4. **Recording**. The provisions of this Amendment shall be duly recorded in the Androscoggin County Registry of Deeds.

In Witness Whereof, the undersigned have hereunto set their hand effective on this 9th day of June, 2026.

Witness:

ERt
Erika Robert

ERt
Erika Robert

Car-Ty Development, LLC
(Owner of Lots 2-21)

By: _____
Eric J. Smith, Member

Emily Rose
Emily A. Rose (Owner of Lot 1)

STATE OF MAINE
ANDROSCOGGIN, SS.

June 9th, 2026

Then personally appeared before me, the above-named **Eric J. Smith** in his capacity as Member of **Car-Ty Development, LLC** and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entity.

Colette Levesque
Notary Public/Attorney-At-Law
Print Name: Colette Levesque
My Commission Expires: _____

Colette M. Levesque
Notary Public, State of Maine
My Commission Expires July 11, 2029

STATE OF MAINE
ANDROSCOGGIN, SS.

June 9th, 2026

Then personally appeared before me, the above-named **Emily A. Rose** and acknowledged the foregoing instrument to be her free act and deed.

Colette Levesque
Notary Public/Attorney-At-Law
Print Name: Colette Levesque
My Commission Expires:

Colette M. Levesque
Notary Public, State of Maine
My Commission Expires July 11, 2029