

**DEED RESTRICTION**

**HANCOCK VILLAGE I LLC**, a Massachusetts limited liability company (“Owner”), having an address c/o Chestnut Hill Realty Corp. (“CHR”), 300 Independence Drive, Chestnut Hill, Massachusetts, is the owner of those certain parcels of land with the buildings and improvements thereon, commonly known as Hancock Village I Apartments, consisting of four (4) parcels of registered and unregistered land, situated in Brookline, Norfolk County, Massachusetts, which parcels are more particularly described on the attached Exhibit A (the “Land”).

Owner hereby agrees that, solely with respect to the Land, the following deed restriction shall be incorporated into the Quitclaim Deed recorded with the Norfolk County Registry of Deeds in Book 25555, Page 59, and the Quitclaim Deed filed with the Norfolk County Land Court as Document No. 1,148,136 as noted on Certificate No. 176260; such restriction to run with the Land:

Any building constructed on the Land after the date of this Deed Restriction shall be constructed subject to Subsection 5.06.4.K of the Zoning By-Law of the Town of Brookline, and the Owner shall not override such provisions of said Zoning By-Law with regard to the development of the Land by means of a comprehensive permit issued under M.G.L. c. 40B, or by another state program which allows such an override of the applicable zoning regulations.

It is agreed that this Deed Restriction: (i) is being executed and recorded solely for the benefit of the Town of Brookline pursuant to that certain Development Agreement dated as of \_\_\_\_\_ by and between Owner and the Town of Brookline, acting by and through its Board of Selectmen; (ii) cannot be released by the Owner of the Land without written approval by the Board of Selectmen of the Town of Brookline (“Selectmen”); and (iii) may be enforced solely by the Selectmen against the Owner, or its successors and assigns, from time to time, alleged to be in violation of this Deed Restriction; provided, however, this Deed Restriction shall automatically terminate and be of no further effect in the event the Town’s Zoning By-Law or Zoning Map is amended such that the Land is no longer located within the Hancock Village Overlay District or subject to its regulations, as the same are in effect as of the date hereof. And further, it is agreed that this Deed Restriction shall terminate twenty (20) years from the date of its execution.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

[Signature on following page(s)]

**HANCOCK VILLAGE I LLC,**  
a Massachusetts limited liability company

By: CM-HVI Corp., a Massachusetts corporation,  
its Manager

By: \_\_\_\_\_  
Peter F. Poras  
Vice President and Treasurer  
Hereunto duly authorized

Commonwealth of Massachusetts )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned notary public, personally appeared Peter F. Poras, proved to me through satisfactory evidence of identification, which is \_\_\_\_\_, to be the person whose name is signed on the foregoing instrument; and he acknowledged to me that he signed the foregoing instrument voluntarily for its stated purpose, as the Vice President and Treasurer of CM-HVI Corp., Manager of Hancock Village I LLC, a Massachusetts limited liability company.

NOTARIAL SEAL

\_\_\_\_\_  
Notary Public

My commission expires: