

MASTER DEED
OF
PLEASANT STREET LEASEHOLD CONDOMINIUM

Dated as _____, 2003

[Recording references herein are to Middlesex County Southern Registry
District Registry of the Land Court.]

This Master Deed of Pleasant Street Leasehold Condominium made as of this __th day of _____, 2003 by Sally Zeckhauser, Sara Oseasohn and Susan K. Keller, not individually but as Trustees (the "Trustees") of PLEASANT STREET GROUND LESSEE NOMINEE TRUST, a Massachusetts nominee trust under a Declaration of Trust dated as of _____, 2003 and recorded as Document No. ____ and to be noted on Certificate of Title No. 223316, having an office c/o Harvard Planning and Real Estate, 10 Mt. Auburn Street, Cambridge, Mass 02138 ("Sponsor").

WITNESSETH THAT:

Sponsor, being the sole owner of the leasehold estate created by the "Ground Lease" described in Paragraph 1 hereof in the land located at 157, 165 and 173 Pleasant Street, Cambridge, Middlesex County, Massachusetts, described in paragraph 2 and Exhibit A of this Master Deed (the "Land"),

does hereby SUBMIT said leasehold estate in the Land, together with the buildings and improvements erected thereon, and together with all easements, rights and appurtenances belonging thereto (collectively, the "Property") to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts ("Chapter 183A"), and does hereby CREATE with respect to the Property a CONDOMINIUM to be governed by and subject to the provisions of Chapter 183A. The Condominium is to be known as PLEASANT STREET LEASEHOLD CONDOMINIUM. The units (the "Units") in the Condominium will be managed and regulated by the owners of the units (the "Unit Owners") through an association of Unit Owners managed by a Board of Managers (the "Board of Managers") in accordance with a set of by-laws (the "By-Laws") as provided for in Chapter 183A.

1. Leasehold Condominium. The condominium created by this Master Deed is a leasehold condominium and not a fee simple condominium. The Sponsor is the lessee under a certain Ground Lease, dated _____, 2003, between President and Fellows of Harvard College, as lessor (together with its successors and assigns, the "Lessor"), and the Sponsor, as lessee, which is recorded as Document No. _____ and is to be noted on Certificate of Title No. 223316 (as the same may be amended of record from time to time, the "Ground Lease"). The term of the Ground Lease is for 99 years commencing on _____, 2003 and expiring

_____, 2102. The Lessor has executed and delivered a consent to the submission of the Lease and leasehold estate created thereby to a condominium pursuant to and in accordance with the provisions of Section 8A(a) of Chapter 183A which is recorded herewith. The condominium shall continue until the expiration of the stated term of the Ground Lease (unless the Ground Lease is terminated earlier, pursuant to the terms of the Ground Lease), as it may be extended, unless terminated earlier by the Unit Owners as provided in Chapter 183A.

2. Description of Land. A parcel of land situated at 157, 165 and 173 Pleasant Street, Cambridge, Middlesex County, Massachusetts, as shown on a plan entitled "Condominium Site Plan Pleasant Street Leasehold Condominium in Cambridge, MA (Middlesex County)", prepared by Beals and Thomas, Inc., dated February 12, 2003 (the "Site Plan") recorded herewith. The parcel is more particularly bounded and described as set forth in Exhibit A attached hereto (the "Legal Description").

The Property is dedicated to a condominium subject to the Ground Lease and all other easements, restrictions, encumbrances, agreements, and other matters of record as of the date of this Master Deed including those listed in the Legal Description (the "Title Conditions").

There is further granted, excepted, retained, and reserved, and the Property is dedicated to condominium use subject to and with the benefit of, rights and easements of Sponsor and its affiliates, successors, and assigns,

hereby expressly reserved, excepted, and retained, (i) to develop and improve the Property (excluding Units completed and conveyed to Unit purchasers); (ii) to engage in all activities necessary or appropriate thereto, including without limitation construction and sale of additional Units and appurtenances, maintenance of model units and a sales office in places designated by Sponsor which do not unreasonably interfere with Unit Owners' use and enjoyment of their respective Units and rights appurtenant thereto; (iii) to control the use, sale and the resale of the Harvard Eligible Units; and (iv) all necessary or appropriate easements for the construction and maintenance of utility lines, operating systems, and services to the Property.

3. Description of Buildings, Units and Appurtenant Interests.

The Condominium includes three buildings (the "Buildings") containing a total of 120 Units as follows:

(i) Building 1 is a rectangular shaped building fronting on Pleasant Street and Putnam Avenue and has a post office address of 157 Pleasant Street. Building 1 contains three and one-half above-grade stories and one below-grade level. At the third and one-half stories, Building 1 is stepped back at the cornice line to a mansard roof. Building 1 contains 27 Units, some of which are apartment style (flats) and some of which are duplexes. Twenty-seven parking spaces are located in the below-grade level of Building 1.

(ii) Building 2 is a hammer-shaped building fronting on Pleasant Street with an attached octagon tower and has a post office address of 165 Pleasant Street. Building 2 contains four above-grade stories and one below-grade level. At the fourth story, Building 2 is stepped back at the cornice line to a mansard roof. Building 2 contains 61 Units, all of which are apartment style (flats). Sixty-one parking spaces are located in the below-grade level of Building 2.

(iii) Building 3 is a rectangular-shaped building fronting on Pleasant Street and has a post office address of 173 Pleasant Street. Building 3 contains four above-grade stories and one below-grade level. At the fourth story, Building 3 is stepped back at the cornice line to a mansard roof. Building 3 contains 32 Units, all of which are apartment style (flats). Thirty-two parking spaces are located in the below-grade level of Building 3.

The Buildings are constructed primarily of wood frame on a poured concrete foundation. Roofing is EDPM membrane and asphalt shingles and the exterior is primarily clapboard wood siding. There is one elevator in each Building which serves the entire building from the below-grade level to the third story in Building 1 and the fourth story in Buildings 2 and 3. The Buildings are located as shown on the Site Plan, and the above-grade and below-grade levels of the Buildings are shown on the Floor Plans recorded with the Master Deed and referred to in Section 12.

Each Building contains a mix of studio, one, two, and three bedroom Units. The Units and designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are shown on the Floor Plans and are set forth in Exhibit B attached hereto and made a part hereof. The unit area figures set forth in Exhibit B for those Units having appurtenant balcony, roof deck and/or exterior entrance areas do not include the areas of such balconies, roof decks or entrances.

The boundaries of the Units are as follows:

Floors: The upper surface of the subflooring.

Ceilings: With respect to all Units except the top floor Units, the plane of the bottommost surface of the floor joists, and other structural members appurtenant to such floor joists, of the floor above; with respect to top floor Units, the plane for the bottommost surface of the roof joists and other structural members appurtenant to such roof joists.

Building Walls: With respect to all Units, the plane of the wall studs facing the interior of the Unit.

Doors and Windows: Included with each Unit are all interior doors, and doors that open from such Unit into a corridor, hall or stairway

(including doors that open from the mechanical room of such Unit into a corridor, hall or stairway), but excluding doors that open directly to the outside which are part of the Common Elements. Windows that open from a Unit are part of the Common Elements.

Each Unit includes all non-structural walls within the boundaries of such Unit and all utility lines, pipes, wires, conduits, facilities and services, all vents, ducts, and flues, and all building service equipment to the extent the foregoing are located within and exclusively serve such Unit and are not located in any portion of the Condominium contributing to the structure or support of any of the Buildings.

The Units shall have the following appurtenant rights:

- (a) Each shall Unit have the exclusive right to the use of a storage bin designated for such Unit in the initial deed for such Unit from Sponsor (the "Unit Deed"), and accordingly storage bins are Limited Access Common Areas, and the cost of maintenance, repair and replacement thereof is a Common Expense to be assessed to all Unit Owners.
- (b) Units 2-103, 2-104, 2-105, 2-106 and 3-108 have balconies. Units 1-303, 1-304, 1-305, 1-307, 1-308 and 1-309 have both balconies and roof decks. Units 1-101 and 1-107 have an exterior entrance area with steps. Each of these Units shall have the exclusive right to use the balconies, roof decks and/or

exterior entrances shown on the individual Unit floor plans attached to the Unit Deed for such Unit, together with the related railings, screens, doors, steps and lighting fixtures installed by Sponsor. Such balconies, roof decks and exterior entrances are Limited Access Common Areas, and the cost of maintenance, repair and replacement thereof is a Common Expense to be assessed solely and directly to the Unit Owners having the exclusive rights thereto.

- (c) Each Unit shall have the exclusive right to the use of all windows that open from and exclusively serve such Unit. Such windows (and doors) are Limited Access Common Areas, and the cost of maintenance, repair and replacement thereof is a Common Expense to be assessed to all Unit Owners.
- (d) Each Unit shall have the exclusive right to use all utility lines, pipes, wires, conduits, building services and facilities, vents, ducts and flues which exclusively serve such Unit and which are located outside of such Unit and not within any portion of the Condominium contributing to the structure or support of the Buildings. Such utility lines, etc. are Limited Access Common Areas, and the cost of the maintenance, repair and replacement thereof is a Common Expenses to be assessed to all Unit Owners.

(e) In addition to and without limiting the appurtenant rights of the Units referred to above, each Unit shall have appurtenant thereto, in common only with other Units, the right to use the Common Elements, exercisable subject to and in accordance with the provisions and requirements of the Master Deed, the By-Laws and the Rules and Regulations, subject to the rights reserved or granted herein. Further, appurtenant to each Unit shall be a proportionate undivided interest in the Common Elements in the percentage specified therefor in Exhibit B attached hereto and made a part hereof (the "Proportionate Interest"), which interest has been calculated on the basis of the approximate relation that the fair value of such Unit on the date hereof bears to the aggregate value of all Units on the date this Master Deed is recorded.

Each Unit, upon execution and delivery by the Sponsor of a Unit Deed thereto, will be owned subject only to the Ground Lease and the other Title Conditions and other encumbrances voluntarily suffered by the Unit Owner, and shall be an interest in real estate as described in Section 3 of Chapter 183A. Unit Owners shall have the right to enter into Unit mortgages ("Unit Mortgages") with lending institutions (including without limitation, Sponsor) (collectively, "Unit Mortgagees") as permitted in the By-Laws and this Master Deed, as they may be amended from time to time.

4. Designation of Common Areas and Facilities. The common areas and facilities of the Condominium ("Common Elements") include all of the Property, excluding the Units, and include without limitation the following:

(a) Sponsor's interest under the Ground Lease and the leasehold estate created thereby in the Land and the Buildings (excluding the Units), together with the benefit of and subject to all other rights and easements referred to therein and the Title Conditions;

(b) The foundations, basements, structural columns, girders, members, beams, supports, exterior walls, exterior doors, exterior windows, balconies, decks, roof decks, roof, entrances and exits of the Buildings, walls between Units or between a Unit and a common area within one of the Buildings, and structural walls and other structural components located within any Unit;

(c) The entrance lobbies, halls and corridors serving more than one Unit; the stairways, elevators and elevator shafts; the storage areas, and refuse rooms;

(d) The basements of the Buildings, including the parking spaces, ramps, bicycle storage areas, fire riser rooms, lobbies, refuse rooms, elevators and elevator mechanical rooms, electric and telephone rooms, and storage areas;

(e) The offices, front desk, mailroom, restrooms, common kitchen and common living room on the ground level of Building 2; the fitness room

on the third level of Building 2; and the media room on the fourth level of Building 2;

(f) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit);

(g) All conduits, chutes, ducts, plumbing, wiring, cables, flues and other facilities for the furnishing of utility services, including cable-transmitted services, or waste removal which are contained in portions of any of the Buildings contributing to the support or structure thereof, and all such facilities contained within any Unit which serves parts of a Building (including Units) other than the Unit within which such facilities are contained;

(h) The yards, lawns, gardens, driveways, roads, walkways, and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters;

(i) All other apparatus and installations existing in the Buildings or on the Property for common use or necessary or appropriate to the existence, maintenance, use, or safety of the Condominium, other than apparatus contained entirely within any Unit and designed for the exclusive use of such Unit.

(j) All other items listed as such in Chapter 183A and located on the Property.

5. Ownership Restricted. The purpose of the Condominium is to provide 102 units of housing for members of the faculty and senior administrators of Harvard University as required by the Ground Lease and to provide 18 units of housing to “Eligible Households” as defined in and as required by that certain Cambridge, Massachusetts Inclusionary Zoning Affordable Housing Covenant for Eighteen Units at 157, 165 and 173 Pleasant Street, Cambridge, Massachusetts (Homeownership – Rev. 11/99), recorded with the Middlesex County South Registry District of the Land Court as Document No. 1168446, as amended by a First Amendment to Inclusionary Housing Covenant Under Zoning to be recorded with the Registry with this Master Deed (as the same may be further amended of record from time to time, the “Inclusionary Housing Covenant”). The provisions of the Inclusionary Housing Covenant, as it may be amended hereafter, are independent of this Master Deed and nothing in this Master Deed or the By-Laws, as they may be amended, shall alter or affect the provisions of the Inclusionary Housing Covenant, or the rights of the owners of Inclusionary Housing Units established under the Inclusionary Housing Covenant, in any way. As used in this Master Deed, the term “Inclusionary Housing Units” mean the 18 Units of the Condominium designated as the Affordable Units in the Inclusionary Housing Covenant and identified on

Exhibit C hereto, and the term "Harvard Eligible Units" mean Units of the Condominium that are not Inclusionary Housing Units.

(a) Harvard Eligible Units. The Unit Owner of a Harvard Eligible Unit must occupy such Unit as his or her principal residence. Without the prior, express written consent of Lessor in each instance, which consent may be arbitrarily withheld by Lessor in Lessor's sole discretion, no person, other than Sponsor or an Affiliate of Sponsor (as hereinafter defined), or the Board of Managers, or an Exempted Unit Owner (as hereinafter defined) shall at any time directly or indirectly, own any Harvard Eligible Unit, unless such person is a Faculty Member (as hereinafter defined) or a Senior Administrator (as hereinafter defined); provided, however, that in the case of the death of a Faculty Member or Senior Administrator, such Faculty Member's or Senior Administrator's spouse may own such Unit but may sell such Unit only to another Faculty Member or Senior Administrator or to the Sponsor. The term "Faculty Member" shall mean a person holding an appointment as a full-time professor, full-time associate professor, or full-time assistant professor of Harvard University who receives their salary from Harvard University. If there is a dispute over whether a person is a Faculty Member, the ultimate determination shall be made by the Appointments Office of the Harvard University faculty of which the person is or claims to be a member and a certificate of such determination signed by the dean of that faculty and any two persons authorized to execute deeds conveying real

estate owned by Lessor, when recorded in the Registry of Deeds, can be relied upon by all persons. The term "Senior Administrator" shall mean a person who is a full-time employee receiving their salary from Harvard University and holds an appointment as a Provost or a Vice President of Harvard University, or as a Dean of one of the faculties of Harvard University, or such other person deemed to be a senior administrator by the guidelines adopted from time to time by the Harvard Corporation. A certificate indicating that a person is Senior Administrator signed by the Secretary of Harvard University and any two persons authorized to execute deeds conveying real estate owned by Lessor, when recorded with the Registry of Deeds, can be relied upon by all persons. An "Affiliate of Sponsor" is a corporation, partnership, trust, or other entity of which at least 80% of the interest thereof is owned or controlled by Sponsor or the holder of the beneficial interest in Sponsor, and includes a so-called nominee trust if Sponsor or such holder owns at least 80% of the beneficial interest therein. A purported sale or transfer of a Harvard Eligible Unit (by anyone other than Sponsor or an Affiliate of Sponsor) to any person or entity, other than Sponsor, an Affiliate of Sponsor, or the Board of Managers, shall be voidable at Sponsor's option at any time within five years after Sponsor has actual notice of same, unless the sale or transfer complied with this Master Deed. No person, other than Sponsor or an Affiliate of Sponsor or the Board of Managers, shall at any time, directly or indirectly, own an interest in more than one Harvard Eligible Unit. Unit

Mortgagees shall be deemed to hold Harvard Eligible Units in constructive trust for the Sponsor and the Board of Managers; and Unit Mortgagees may own Units only temporarily and are subject to the requirements of Section 8 hereof. Sponsor or an Affiliate of Sponsor shall be permitted at its own discretion to convey a Harvard Eligible Unit to a person or entity (the “Exempted Unit Owner”) free and clear of any and all restrictions contained in this Section and Section 6 of this Master Deed, the By-Laws and the Rules and Regulations. Any such exemption from restrictions shall not run with such Harvard Eligible Unit and as such, if and when such Harvard Eligible Unit is conveyed by the Exempted Unit Owner to a person or entity other than Sponsor or an Affiliate of Sponsor, all restrictions set forth herein and in the By-Laws and the Rules and Regulations shall apply to such Harvard Eligible Unit and new Unit Owner. The restrictions contained in this Section and Section 6 of the Master Deed, the By-Laws and Rules and Regulations shall not apply to Sponsor or any Affiliate of Sponsor.

(b) Inclusionary Housing Units. Ownership and use of the Inclusionary Housing Units is restricted pursuant to the provisions of the Inclusionary Housing Covenant. Nothing in this Master Deed or the By-Laws, as they may be amended, shall alter the terms of the Inclusionary Housing Covenant in any way. By way of illustration, occupancy rights and restrictions on Inclusionary Housing Units set out in the Inclusionary Housing Covenant are not affected by the terms of this Master Deed.

6. Occupancy and Use Restricted. The Units and the Buildings are intended to be used solely for residential purposes, subject to the restrictions set forth in Section 5 and this Section 6 and the provisions of the By-Laws and the Rules and Regulations.

Unless otherwise permitted by an instrument in writing duly executed by Lessor, (a) no Unit shall be used for any purpose other than as a dwelling for one family or for no more than two unrelated persons, provided that nothing contained herein shall prohibit any Unit Owner from having temporary guests (for a period not to exceed fourteen days) and live-in domestic employees, and provided further that (i) the maximum number of occupants of Harvard Eligible Units shall be limited to one in the case of a studio Unit, two in the case of a one-bedroom Unit, four in the case of a two-bedroom Unit and five in the case of a three-bedroom Unit and (ii) the maximum number of occupants of Inclusionary Housing Units shall be limited as provided in the Inclusionary Housing Covenant; and, (b) no business activities of any nature shall be conducted in any Unit, except (i) as provided in Section 2 hereof, and (ii) that a person residing in any such Unit may maintain therein (if permitted by law) an office for his or her personal professional or business use, but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out, or used as a place for service to clients or patients or business invitees.

The Units shall be subject to the further restriction that no such Unit shall be used for, nor shall any Unit Owner engage in or conduct or permit or suffer any activities in violation of applicable provisions of the Ground Lease or any of the Title Conditions.

To the maximum extent permissible under applicable law, none of the Units shall be used for any so-called time-sharing programs or purposes, whereby the Unit Owner sells, leases, licenses, or otherwise grants an interest or a right of occupancy in or to any Unit or Units for one or more (monthly or shorter) fixed or floating intervals within any two or more successive years, including, without limitation, so-called time span ownership, interval ownership, vacation or other time-sharing license or lease programs or purposes. The provisions of this paragraph shall not, however, be construed to derogate from (i) the right of a Unit Owner to enter into a true lease of his Unit, subject to and in accordance with and all applicable provisions of this Section 6, all applicable provisions of this Master Deed, the By-Laws and Rules and Regulations, and all applicable provisions of the Inclusionary Housing Covenant in the case of an Inclusionary Housing Unit.

The parking spaces and storage bins included in the Common Elements are, in the case of the parking spaces, intended to be used solely for the parking of private passenger vehicles (including automobiles, motorcycles, recreational vehicles and to the extent customarily used primarily for the transportation of passengers, pick-up trucks) and, in the

case of the storage bins, intended to be used solely for the storage of furnishings, equipment and the like, all subject to the restrictions set forth herein and the provisions of the By-Laws and the Rules and Regulations promulgated pursuant thereto. No Unit Owner shall park more than one vehicle in the parking spaces included in the Common Elements without the prior written consent of the Board of Managers. Only one vehicle may be parked in a parking space.

The foregoing restrictions are applicable to all of the Units. In addition to these restrictions, the Harvard Eligible Units are subject to the restrictions set forth in paragraph (a) below and the Inclusionary Housing Units are subject to the restriction, set forth in paragraph (b) below.

(a) Harvard Eligible Units. A Harvard Eligible Unit may be occupied only by the Unit Owner, the Unit Owner's immediate family, and not more than one unrelated person. No Unit Owner, other than Sponsor or an Affiliate of Sponsor, may rent, sublease, or license their unit to permit anyone to occupy all or any part of a Harvard Eligible Unit, without the prior, express, written consent of Sponsor in each instance, which consent may be arbitrarily withheld by Sponsor in Sponsor's sole discretion. In any event, Harvard Eligible Units owned by persons other than Sponsor or an Affiliate of Sponsor may be rented only to persons who are employees of Harvard University, students attending Harvard University, so-called "visiting scholars", so-called "fellows", or so-called "visiting faculty", as the terms

"visiting scholars", "fellows", and "visiting faculty" are defined by the relevant Harvard University faculty. Harvard Eligible Units owned by Sponsor or an Affiliate of Sponsor may be rented by Sponsor or such Affiliate to anyone. A Unit Owner of a Harvard Eligible Unit may not give or transfer such Harvard Eligible Unit to his or her spouse in connection with a divorce and a Unit may not be transferred to any person who is not a Faculty Member, Senior Administrator, the Sponsor, or the Board of Managers. The foregoing limitations on Unit use, occupancy and ownership shall not apply to Sponsor or any Affiliate of Sponsor.

(b) Inclusionary Housing Units. The occupancy and use of the Inclusionary Housing Units are restricted pursuant to the provisions of the Inclusionary Housing Covenant. In addition, no Unit Owner, other than the Sponsor or an Affiliate of Sponsor, may rent, sublease, or license their unit to permit anyone to occupy all or any part of an Inclusionary Housing Unit without the prior, express written consent of the City of Cambridge under the Inclusionary Housing Covenant in each instance, which consent may be arbitrarily withheld by the City in the City's sole discretion.

7. Sales of Harvard Eligible Units. Sponsor has created this Condominium to provide and to continue to provide 102 Units of affordable housing to Faculty Members and Senior Administrators and not so as to economically benefit those Faculty Members and Senior Administrators who

are Unit Owners. Therefore, a Unit Owner of a Harvard Eligible Unit, including the Board of Managers and a Unit Mortgagee, shall not:

- (a) offer to sell, transfer, convey, or dispose of;
- (b) accept an offer to sell, transfer, convey, or dispose of; or
- (c) sell, transfer, convey, or dispose of;

such Harvard Eligible Unit for a purchase price which is greater than the Adjusted Fair Market Value (as hereinafter defined) of such Harvard Eligible Unit as determined by Sponsor, provided that if such Unit Owner contests Sponsor's determination, the Adjusted Fair Market Value of such Harvard Eligible Unit shall be established after following the procedures under Section 9 hereof. The adjusted fair market value of a Harvard Eligible Unit (the "Adjusted Fair Market Value") shall be (a) the fair market value of such Harvard Eligible Unit determined as if the fee interest in the Land and the Buildings were included in the Condominium and otherwise in accordance with Section 9 hereof (the "Fair Market Value of a Unit"), minus (b) twenty-one percent (the "Lease Percentage") multiplied by the Fair Market Value of such Harvard Eligible Unit. Periodically, but no more frequently than every four years, Lessor has the right to change the Lease Percentage (the "New Lease Percentage") by amending the Ground Lease based on such appraisals obtained by Lessor, as Lessor deems appropriate and recording at the Registry notice of such change. The New Lease Percentage shall become effective for all subsequent sales of Harvard Eligible Units by Sponsor, after

the purchase of a Unit by Sponsor pursuant to this Section 7 or Section 8 hereof.

No Unit Owner of a Harvard Eligible Unit shall execute a purchase and sale agreement, option to purchase, deed, or similar agreement conveying or otherwise affecting such Unit Owner's interest in such Harvard Eligible Unit, nor shall the same be otherwise alienated, transferred, or conveyed, except by purchase by the Board of Managers or foreclosure by a Unit Mortgagee or sale at a foreclosure sale, unless (a) such Unit Owner, expressly including the Board of Managers or a Unit Mortgagee, has given Sponsor thirty days prior written notice of such Unit Owner's intention to offer such Harvard Eligible Unit for sale, transfer, or conveyance, and (b) such Unit Owner, expressly including the Board of Managers or a Unit Mortgagee, submits to Sponsor an offer, which shall be set forth in an agreement suitable for execution by the parties thereto, to sell such Harvard Eligible Unit to a Faculty Member or a Senior Administrator to be secured by Sponsor for a price equal to its Adjusted Fair Market Value, which offer must remain open for a minimum period of ninety days following the determination of the Adjusted Fair Market Value of such Harvard Eligible Unit. If Sponsor is unable to secure a Faculty Member or a Senior Administrator to purchase such Harvard Eligible Unit within such ninety-day period, Sponsor will thereafter accept an offer from such Unit Owner, which shall be set forth in an agreement suitable for execution by Sponsor, to

sell such Harvard Eligible Unit to Sponsor, in which case the price to be paid therefor shall be 95% of its Adjusted Fair Market Value. A certificate, executed, and acknowledged by Sponsor, stating that the provisions of this Section 7 have been met by a Unit Owner, shall be conclusive upon Sponsor and such Unit Owner in favor of all persons who rely thereon in good faith. Such certificate shall be furnished within fifteen days of a written request by a Unit Owner, provided such Unit Owner has in fact complied with the provisions of this Section. The rights of Sponsor hereunder shall apply to each and every sale, transfer, or conveyance (and every attempted sale, transfer, or conveyance) of a Harvard Eligible Unit other than the first conveyance of such Harvard Eligible Unit by Sponsor after the recording of the Master Deed.

Agreements between a Faculty Member or a Senior Administrator secured by Sponsor or Sponsor (a "Purchaser") and a Unit Owner for purchase of a Harvard Eligible Unit shall be subject to the following terms and conditions:

(a) Purchase Price. The purchase price shall be the Adjusted Fair Market Value of such Harvard Eligible Unit in the case of a sale to a Faculty Member or a Senior Administrator, and 95% of the Adjusted Fair Market Value of such Harvard Eligible Unit in the case of a sale to Sponsor. Purchaser shall pay the purchase price for such Harvard Eligible Unit at the closing in cash, certified, or bank cashier's check payable to Unit Owner,

subject to the adjustments described in subparagraphs (e), (f), and (i) of this Section 7.

(b) Title Deed. Unit Owner shall convey such Harvard Eligible Unit by a good and sufficient quitclaim deed naming the relevant Faculty Member or Senior Administrator or Sponsor (or any nominee designated by Sponsor by written notice given to Unit Owner at least seven days before the Closing), as grantee. The deed shall be sufficient to convey a good and clear record and marketable title to the Unit, free from encumbrances, except

- (i) the Title Conditions;
- (ii) Such Taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (iii) Any liens for municipal betterments assessed after the date of the delivery of such deed; and
- (iv) Other permitted exceptions.

(c) Closing. The closing shall be held within sixty days of Purchaser's acceptance of the offer, at the Office of the General Counsel of Harvard University, Holyoke Center, Suite 980, Cambridge, Massachusetts, or such other place in Cambridge or Boston as may be specified by Purchaser to the Unit Owner at least five days before the closing, unless otherwise agreed upon in writing. Time is of the essence of Sections 7, 8, and 9 of this Master Deed.

(d) Extension to Perfect Title or Make Unit Conform. If the Unit Owner is unable to convey such Harvard Eligible Unit in accordance with the terms hereof, then the Unit Owner shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or otherwise to make such Unit conform to the provisions hereof, in which event the closing date shall be extended for a period of sixty days.

(e) Purchaser's Election to Accept Title. At the closing possession of such Harvard Eligible Unit will be free of all occupants and in its present condition or in such better condition as it may hereafter be put, reasonable wear and tear excepted; provided, however, that if such Unit shall have been damaged by fire or casualty insured against, then the Unit Owner shall at Purchaser's option, unless the Unit Owner has previously restored such Unit to its former condition, either

(i) pay over or assign to Purchaser, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Unit Owner for any partial restoration, or

(ii) if a Unit Mortgagee shall not permit the insurance proceeds or a part thereof to be used to restore such Unit to its former condition or to be paid over or assigned, give to Purchaser a credit against the purchase price, upon delivery of the deed, equal to such amount so recovered or recoverable and retained by the Unit

Mortgagee less any amounts reasonably expended by the Unit Owner for any partial restoration.

(f) Failure to Perfect Title or Make Premises Conform, Etc. If at the expiration of the extended closing date, the Unit Owner shall have failed so to remove any defects in title, deliver possession, or make such Harvard Eligible Unit conform, as the case may be, (collectively, "Unit Title Defects") then, at Purchaser's option, all obligations of Purchaser and the Unit Owner with respect to the purchase and sale of such Harvard Eligible Unit shall cease and be void without recourse to either Purchaser or the Unit Owner; unless Purchaser elects to purchase subject to the Unit Title Defects, in which case Purchaser shall deduct as an adjustment to the purchase price the cost of remedying the Unit Title Defects or the diminution in the Unit's Adjusted Fair Market Value caused by such Unit Title Defects, as the case may be.

(g) Purchaser's Election to Accept Title. Purchaser may, at either the original or extended closing date, accept such title as the Unit Owner can then deliver to such Harvard Eligible Unit and to pay therefor the purchase price without deduction except for (i) adjustments contemplated in this Section 7, (ii) the unpaid balance of any Unit Mortgage which may be assumed and which Purchaser opts to assume and agrees to pay, (iii) the amount of any unpaid taxes, special general assessments, water rents, rates and charges, sewer rents, and other imposition imposed by any governmental

authority, and charges of every kind and nature whatsoever charged, levied, assessed or imposed upon or with respect to such Unit, appurtenances, or equipment owned by the Unit Owner (collectively, the "Taxes") together with all interest and penalties thereon, and any income or profits tax or tax of any other nature intended to be in lieu of the taxes hereinbefore described, then due or overdue, and (iv) amounts necessary to discharge any lien which is liquidated in amount.

(h) Use of Purchase Money to Clear Title. The Unit Owner may, at time of the closing, use the proceeds of sale or portion thereof (i) to clear the title, provided that all instruments so procured are recorded or simultaneously with the delivery of the deed, or (ii) to pay the Common Expenses and Taxes.

(i) Adjustments. Water and sewer use charges, Common Expenses, Taxes for the then current year, shall be apportioned as of the closing date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price. If the amount of Taxes is not known at the closing date, they shall be apportioned on the basis of the Taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the Taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable costs of obtaining the same, shall be apportioned between the

parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise provided.

(j) Broker's Fee. In the case of the sale of such Harvard Eligible Unit to a Faculty Member or a Senior Administrator secured by Sponsor, a broker's fee for professional services in an amount equal to 2½% of the purchase price shall be due from the Unit Owner to Harvard Real Estate, Inc. or such other broker identified by Sponsor.

(k) Specific Performance. Sponsor shall be entitled to specific enforcement of its rights and options under this Section 7 and shall be entitled to damages for its breach.

8. Situations Requiring Unit Sale. Upon the voluntary or involuntary termination of the Unit Owner's status as a Faculty Member or a Senior Administrator, whether by Sponsor, Unit Owner or otherwise, and upon a Unit Mortgagee's or Board of Managers' becoming a Unit Owner by acquiring a Harvard Eligible Unit, such Unit Owner, Unit Mortgagee or Board of Managers (collectively, an "Unqualified Unit Owner") shall, within the time periods set forth below, take one of the following steps:

(a) Within thirty days following such termination of status or acquisition, such Unqualified Unit Owner shall so notify Sponsor who shall determine the Adjusted Fair Market of the Harvard Eligible Unit of such Unqualified Unit Owner and so notify such Unqualified Unit Owner of such determination. If

such Unqualified Unit Owner contests Sponsor's determination, the Adjusted Fair Market Value of such Harvard Eligible Unit shall be established after following the procedures set forth in Section 9 hereof. Within ninety days following the determination of the Adjusted Fair Market Value of the Harvard Eligible Unit owned by such Unqualified Unit Owner, such Unqualified Unit Owner will convey such Harvard Eligible Unit to a Faculty Member or to a Senior Administrator secured by Sponsor for a price equal to the Adjusted Fair Market Value thereof subject to the other terms and conditions set forth in Section 7 hereof for agreements between a Purchaser and Unit Owner. Upon such conveyance, such Unqualified Unit Owner shall deliver full possession of the Harvard Eligible Unit conveyed thereby to such Faculty Member or Senior Administrator, free and clear of any occupancy rights of such conveying Unqualified Unit Owner.

- (b) If Sponsor is unable to secure a purchaser for the Unit who is a Faculty Member or a Senior Administrator within the time period specified above, such Unqualified Unit Owner shall convey the Harvard Eligible Unit to Sponsor for a price equal to 95% of the Adjusted Fair Market Value thereof, such conveyance to be made free and clear of all occupancy rights of such

Unqualified Unit Owner or any party claiming through such Unqualified Unit Owner.

Any conveyance made hereunder, other than a sale by a Unit Mortgagee, shall be made subject to the rights of any Unit Mortgagee of such Unit and without financial detriment to such Unit Mortgagee.

For purposes of this Section 8 and Section 5 of this Master Deed, "termination of the Unit Owner's status as a Faculty Member or a Senior Administrator" shall not include

- (i) disability of the Unit Owner within the meaning of Harvard's then existing disability benefits plan,
- (ii) the bona fide retirement of Unit Owner from Harvard University,
- (iii) a leave of absence from Harvard University taken from time to time by the Unit Owner for a period of time not to exceed three years, subject to the following conditions:
 - (A) that Unit Owner gives written notice to Sponsor of Unit Owner's intention to take such leave and includes in Unit Owner's notice an intention to return to employment with Harvard University as a Faculty Member or a Senior Administrator on or before a specified date, which date shall in no event exceed two years from the date of such notice;

(B) that such leave of absence is duly approved by Harvard University; and

(C) that Unit Owner so returns to said employment on or before such specified date, or

(iv) death of a married Faculty Member or married Senior Administrator so long as (1) the Harvard Eligible Unit continues to be occupied as a principal residence by the person that is the Faculty Member's or Senior Administrator's spouse at the time of the Faculty Member's or Senior Administrator's death ("Spouse"), (2) Spouse remains unmarried, and (3) Spouse before July 1 of each year gives Sponsor a true photocopy of Spouse's signed federal tax return (with the financial data masked at Spouse's option) as evidence of Spouse's marital status.

9. Method for Establishing Fair Market Value. If the Unit Owner, expressly including an Unqualified Unit Owner, does not accept the Fair Market Value of a Unit (for purposes of calculating Adjusted Fair Market Value) determined by Sponsor in connection with a conveyance of a Harvard Eligible Unit to be made in accordance with the foregoing Sections 7 or 8, then such Fair Market Value shall be determined finally by appraiser in accordance with the following provisions of this Section:

(a) Sponsor and the Unit Owner shall each appoint an appraiser within thirty days after notice by either party requesting

determination of Fair Market Value by appraisal. If either Sponsor or the Unit Owner shall have failed to appoint an appraiser within such period of time, then such appraiser shall be appointed by the President of the Boston Chapter of the American Institute of Real Estate Appraisers, or its successor, upon request of either Sponsor or the Unit Owner, as the case may be.

- (b) The two appraisers appointed as aforesaid shall convene forthwith and render their decision as promptly as practicable, but in any event within thirty days after such appointment. If the two appraisers' opinions as to the Fair Market Value of a Unit differ by a factor of no more than 10%, then the decision of the appraisers shall be the average of the two opinions and shall be deemed the decision of both binding upon Sponsor and the Unit Owner whether or not judgment shall be entered thereon in any court. Duplicate original counterparts of such decision shall be sent by the appraisers to both Sponsor and the Unit Owner.
- (c) If the two appraisers' opinions differ by a factor greater than 10%, the two appraisers appointed as aforesaid shall select a third appraiser, and if they fail to do so within thirty days after the date they rendered their opinions under Section 9(b) above,

such third appraiser shall be appointed by the President of the Boston Chapter of the American Institute of Real Estate Appraisers, or its successor.

- (d) The three appraisers selected pursuant to Section 9(c) above, if required, shall convene forthwith and render their decision as promptly as practicable after the appointment of the third, but in any event within forty-five days after such appointment. The decision of such appraisers shall be in writing and the vote of the majority of them (or if there be no majority decision, then the average of the remaining appraisers' opinions, after eliminating any opinion which differs from the average of all three appraisers' opinions by more than 10%) shall prevail, whether or not judgment shall be entered in any court. Duplicate original counterparts of such decision shall be sent by the appraisers to both Sponsor and the Unit Owner.
- (e) The appraisers, in arriving at their decision, shall be entitled to consider all testimony and documentary evidence which may be presented at any hearing as well as facts and data outside of such hearings. The appraisers shall be bound by the provisions of this Master Deed and shall not add to, subtract from or otherwise modify such provisions. The cost and expenses of such appraisal shall be borne equally by Sponsor and the Unit Owner

except that each party shall pay its own counsel fees and expenses. All of such appraisers shall be real estate appraisers or brokers having at least five years of experience in such field in the City of Cambridge and hold a M.A.I. (Member, Appraisal Institute) or equivalent designation.

10. Common Expenses. (a) Common expenses of administration, maintenance, operation, repair or replacement of the Condominium as determined by the Board of Managers pursuant to the By-Laws ("Common Expenses") shall be charged by the Board of Managers to the Unit Owners according to their respective Proportionate Interests in the Common Elements. Common Expenses shall include, among other things, the rent, real estate taxes and any other amounts which Lessee assumes and agrees to pay under the Ground Lease. Any common profits of the Condominium, after offsetting Common Expenses and making due allowance for the working capital fund (as hereinafter provided) shall be distributed among (or placed in a reserve account for the benefit of) the Unit Owners as the Board of Managers sees fit.

(b) The Unit's proportionate share (equal to the Proportionate Interest) of all sums assessed against the Units as Common Expenses, together with late charges and interest, as they may be established from time to time by the Board of Managers pursuant to the By-Laws, shall be the personal obligation of the respective Unit Owner and shall constitute a lien

upon the Unit prior to all other liens except municipal liens and first mortgages of record to the extent permitted by Chapter 183A. The lien for unpaid Common Expenses may be foreclosed as provided by Chapter 183A.

(c) No Unit Owner may exempt themselves from liability for payment of their proportionate share of Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit or by claiming that the quantity or quality of the services are not worthy of such payment or are not as contemplated by the Unit Owner at the time of purchase of the Unit or otherwise.

11. Easements to Certain Common Elements. Each Unit Owner shall have an easement in common with all other Unit Owners to use all conduits, ducts, pipes, plumbing, wiring, flues, cables, utility lines, sewer and drainage pipes and all other Common Elements located in any of the other Units or serving any of such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit to inspect the same, to eliminate violations of this Master Deed, the By-Laws, the Rules and Regulations, and any other applicable laws or regulations, and to maintain, repair, or replace the Common Elements contained therein or serviced therefrom.

12. Floor Plans. A set of floor plans ("Floor Plans") for the Buildings and the Units included therein, showing the layout, location, designation and dimensions of the Units, stating the name of each of the Buildings and

bearing the verified statement of a registered architect, in accordance with the provisions of Chapter 183A, that the plans fully and accurately depict the same as built, is recorded herewith and consist of the following:

- (a) Plan entitled "Pleasant Street Leasehold Condominium Building #1, 157 Pleasant Street, Cambridge, MA", Sheets 1-3, prepared by Boyes-Watson Architects, dated 02-10-03
- (b) Plan entitled "Pleasant Street Leasehold Condominium Building #2, 165 Pleasant Street, Cambridge, MA", Sheets 1-5, prepared by Boyes-Watson Architects, dated 02-10-03.
- (c) Plan entitled Pleasant Street Leasehold condominium Building #3, 173 Pleasant Street, Cambridge, MA", Sheets 1-3, prepared by Boyes-Watson Architects, dated 02-10-03.

13. Association of Unit Owners. An unincorporated association of Unit Owners (the "Association") through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted the By-Laws pursuant to said Chapter 183A. The name of the Association is Pleasant Street Leasehold Condominium Association. The names of the initial members of the Board of Managers of such Association and their respective terms of office are:

Sally Zeckhauser	1 year
Susan K. Keller	2 years

Alexandra Dailey	3 years
Anthony Pacillo	3 years
Sara Oseasohn	2 years

The address of the Association is c/o Harvard Planning and Real Estate, 10 Mt. Auburn Street, Cambridge, Massachusetts 02138. The Board of Managers may, but need not, promulgate and amend from time to time rules and regulations to manage the Condominium (the "Rules and Regulations").

14. Encroachments. If any portion of the Common Elements now encroaches on any Unit, or if any Unit now encroaches on any other Unit or on any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling or shifting of a Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the buildings shall stand.

15. Acquisition of Units by Board of Managers. If (a) any Unit Owner shall surrender their Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the exclusive right of such Unit Owner to use any parking space, storage bin, balcony, deck or entrance; (iii) the interest of such Unit Owner in any other Units acquired by the Board

of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; (iv) the interest of such Unit Owner in any other assets of the Condominium; and (v) any other rights or interests which such Unit Owner may have as a result of their ownership of a Unit and/or membership in the Association of Unit Owners (hereinafter collectively called the "Appurtenant Interests"); (b) the Board of Managers shall purchase from any Unit Owner, who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to the By-Laws; or (c) the Board of Managers shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, then in any of such events title to any Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, subject to the provisions of Section 8 hereof in the case of Harvard Eligible Units, and in the case of Inclusionary Housing Units, solely for resale as Inclusionary Housing Units pursuant to the provisions of the Inclusionary Housing Covenant.

16. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations. All present and future owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provisions of the Ground Lease, this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, and the Title Conditions. The acceptance of a deed or conveyance or the

entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Ground Lease, this Master Deed, the Unit Deed, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, and the Title Conditions are accepted and ratified by such owner, tenant, visitor, servant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of the Ground Lease, this Master Deed, the Unit Deed, By-Laws, or Rules and Regulations by and such person shall be deemed a substantial violation of the duties of the Unit Owner.

17. Amendments. Except as otherwise provided herein, this Master Deed and the By-Laws (collectively, the "Condominium Constituent Documents") may be amended by a vote of at least 66-2/3% of the Proportionate Interests of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, evidenced in either case by recording a certificate to such effect, signed by a majority of the Board of Managers, with Middlesex County South District Registry of Deeds.

In no event shall (a) the total number of Units in Condominium exceed 120 or (b) the Unit Owners, without the express, prior, written consent of Sponsor and Lessor, amend this Master Deed in any fashion which would:

(i) interfere with Sponsor's or any Affiliate of Sponsor's right to complete the development of the Condominium; or

(ii) change the restrictions on unit ownership, permitted use or occupancy.

Without limitation, Sections 5, 6, 7, 8, 9 or this Section 17 hereof may not be amended by Unit Owners without the prior, express, written consent of Sponsor and Lessor, which consent may be arbitrarily withheld by Sponsor and Lessor. In no event shall any amendment to this Master Deed affect the rights and obligations established in the Inclusionary Housing Covenant with respect to the Inclusionary Housing Units.

18. No Severability. No Unit Owner may or shall execute or make any deed, mortgage or other conveyance of their Unit without including in such conveyance the Appurtenant Interests, it being the intention hereof that there be no severance of Unit Ownership from Appurtenant Interests.

19. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

The Unit Owners further agree that if a Unit Owner conveys, transfers, sells, or otherwise disposes of his or her Harvard Eligible Unit in violation of any provisions of this Master Deed or the Ground Lease, then Sponsor may exercise its option to void any such conveyance, transfer, sale or other disposition as provided in Section 5(a) of this Master Deed.

20. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

21. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Master Deed nor the intent of any provision hereof.

22. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A.

23. Number and Gender. The pronouns "they", "them", and "their" are used with a singular antecedent that is indefinite or that does not specify gender, in lieu of the masculine singular and feminine singular pronouns "he", "she", "him", "her", "his", and "her", and accordingly "they", "them", and "their" may be singular or plural depending on their antecedents and the context.

24. Sponsor's Rights Retained. Notwithstanding any conveyance by the Sponsor named in the preamble of this Master Deed, of any Unit or of any

interest in the Condominium, Sponsor shall continue to retain and have the right to exercise any and all rights that can be exercised by the Sponsor as set forth or referred to in this Master Deed, the By-Laws, the Rules and Regulations, or any other instrument creating, amending, or governing the Condominium or any aspect thereof; provided, however, that Sponsor may transfer, alienate, or encumber its rights as Sponsor to a successor and assign by an instrument entitled "Assignment of Sponsor's Rights" that expressly states and effectuates such assignment, transfer, alienation, or encumbering, and which is executed by Sponsor.

25. Typographical Error Correction Provision. If Sponsor determines that a typographical or misnomer error has been made in the within document or any amendment thereto, Sponsor hereby reserves the right exercisable by Sponsor acting alone to correct such error by an instrument executed by Sponsor making reference to this Section 25, and upon such instrument being error shall be deemed to have been corrected as fully and with the same force and effect as if such error were no such amendment, however, shall affect any substantive rights or interest of any Unit Owner in their Unit, or the Common Elements.

26. Unit First Mortgagees. Notwithstanding anything to the contrary contained elsewhere in this Master Deed or in the By-laws contained, the following provisions shall apply for the protection of the holders of the first Unit Mortgages (hereinafter "First Mortgagees") of record

of the Units and shall govern and be applicable insofar as the same are required in order to qualify Unit Mortgages of the Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA"), as applicable, under rules, regulations and guidelines applicable thereto, to wit:

(a) Any right of first refusal in connection with the sale of a Unit provided for in this Master Deed shall not impair the rights of a First Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- (ii) accept a deed (or assignment) in lieu of a foreclosure in the event of default by a mortgagor; or
- (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for more than six months of such Unit's unpaid proportionate share of Common Expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.

(c) Any and all Common Expenses, assessments and charges that may be levied by the Association in connection with unpaid Common Expenses or assessments shall be subordinate to the rights of any First

Mortgagee pursuant to its mortgage on any Unit to the extent permitted by applicable law.

(d) A lien for Common Expenses shall not be affected by any sale or transfer of a Unit, except the sale or transfer pursuant to a foreclosure of a First Mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. However, any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter.

(e) Except as provided by statute in case of substantial loss or destruction to the Units and/or the Common Elements, unless at least two-thirds of the First Mortgagees (based upon one vote for each first Unit Mortgage owned), and Unit Owners (other than the Sponsor) of the individual Units have given their prior written approval, neither the Unit Owners nor the Board of Managers shall be entitled to:

- (i) by any act or omission, seek to abandon or terminate the Condominium; or
- (ii) change the Proportionate Interest or obligations of any individual Unit for the purpose of: (1) levying assessments or charges or allocating distributions of hazard insurance proceeds

or condemnation awards, or (2) determining the pro-rata share of ownership of each Unit in the Common Elements; or

(iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed an action for which any prior approval of a First Mortgagee is required under this subsection and further provided that the granting of rights by the Board of Managers to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected; or

(v) use hazard insurance proceeds for losses to any property of the Condominium (whether the Units or the Common Elements) other than the repair, replacement, or reconstruction of such property.

(f) Consistent with the provisions of said Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(g) In no event shall any provision of this Master Deed or the By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a payment to such Unit Owner of insurance proceeds, condemnation awards or settlements for losses to or a taking of such Unit or the Common Elements, provided however, that the foregoing shall not prohibit a division of such proceeds, awards, or settlements as provided in the Ground Lease.

(h) A First Mortgagee, upon request made to the Board of Managers, shall be entitled to:

- (i) written notification from the Board of Managers of any default by such First Mortgagee's borrower who is an owner of a Unit with respect to any obligation of such borrower under the Master Deed or the By-Laws which is not cured within sixty days;
- (ii) receive prompt written notification from the Board of Managers of any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which said First Mortgagee holds the first mortgage;
- (iii) receive prompt written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

- (iv) receive prompt written notice of any proposed action which would require the consent of a specified percentage of First Mortgagees as specified in this Section 26;
 - (v) inspect the books and records of the Association at all reasonable times; and
 - (vi) receive written notice of all meetings of the Unit Owners, and be permitted to designate a representative to attend all such meetings.
- (j) Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year, if the Condominium has been established for a full fiscal year, such audited financial statement to be available with one hundred twenty days of the Association's fiscal year end. Any financial statement so requested shall be furnished within a reasonable time following such request.
- (k) The Board of Managers shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of those portions of the Common Elements that the Association is obligated to maintain. The fund shall be maintained out of regular assessments for Common Expenses.

Additionally, an initial working capital fund shall be established equal to at least two months' estimated Common Expenses for each Unit. Each

Unit's share of the working capital fund must be collected and transferred to the Association at the time of closing of the sale of such Unit or when control of the Condominium is transferred to the Unit Owners, whichever is earlier. The working capital fund shall be maintained in a segregated account for the use and the benefit of the Association. The contribution to the working capital fund for each unsold Unit shall be paid to the Association within sixty days after the date of conveyance of the first Unit of the Condominium. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Managers. Sponsor is prohibited from using the working capital fund to defray any of Sponsor's expenses, reserve contributions or construction costs or to make up any budget deficits while Sponsor has the right to appoint a majority of the Board of Managers. If Sponsor contributes any amount to the working capital fund on account of unsold units Sponsor shall be entitled to reimbursement of the amounts contributed if and as such Units are sold by Sponsor and contributions attributable thereto are assigned by Sponsor to such purchaser or paid by such purchasing Unit Owner to the Association.

(l) Any agreement for professional management of the Condominium may not exceed three years. Any such agreement must

provide for termination by either party without cause and without payment of a penalty or termination fee on ninety days or less written notice.

(m) Without the consent of Unit Owners having at least 67% of the Proportionate Interests hereunder and without the consent of eligible mortgage holders (i.e., those holders of first mortgages on Units who have submitted a written request that the Association notify them of any proposed action requiring the consent of a specified number of eligible mortgage holders) on Units that have at least 51% of the Proportionate Interests hereunder, no material provision of the Master Deed or the By-Laws shall be added or amended which establishes, provides, governs, or regulates any of the following:

- (i) voting rights;
- (ii) increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of such liens;
- (iii) reductions in reserves for maintenance, repair, and replacement of the Common Elements;
- (iv) hazard or fidelity insurance requirements;
- (v) rights to use the Common Elements;
- (vi) responsibility for maintenance and repair of the several portions of the Condominium;

- (vii) expansion or contraction of the Condominium or the addition, annexation, or withdrawal of property to or from the Condominium;
- (viii) redefinition of the boundaries of any Unit;
- (ix) reallocation of interests in the general or limited Common Elements or rights to their use;
- (x) convertibility of Units into Common Elements or of Common Areas Elements into Units;
- (xi) imposition of any restrictions on the leasing of Units;
- (xii) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit;
- (xiii) a decision by the Association to establish self-management if professional management had been required previously by the Master Deed or the By-Laws or by an eligible mortgage holder;
- (xiv) restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Master Deed or the By-Laws;
- (xv) any provisions that expressly benefit first mortgage holders, insurers or guarantors of Units.

Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs must be agreed to by Unit

Owners who represent at least 67% of the Proportionate Interests hereunder and by eligible mortgage holders who represent at least 51% of the votes of the Units that are subject to mortgages held by eligible mortgage holders. Any action to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation must be agreed to by eligible mortgage holders who represent at least 67% of the votes of the mortgaged Units.

Any eligible mortgage holder that does not deliver or post to the Board of Managers a negative response within thirty days of a written request by the Board of Managers for approval of any addition, amendment or termination pursuant to this paragraph by certified or registered mail, return receipt requested, shall be deemed to have consented to the addition or change set forth in such request by certified or registered mail, return receipt requested. An affidavit by the Board of Managers making reference to this section, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties.

(n) The Association and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provisions of this Master Deed, the By-Laws and the Rules and Regulations, and with decisions of the Board of Managers. Each Unit Owner shall have a similar right of action against the Association. Any such action may be brought in any court of competent jurisdiction.

(o) The right of any Unit Owner to vote or grant or withhold any consent or exercise any rights pursuant to the provisions of this Master Deed or the By-Laws may be assigned to or restricted in favor of any First Mortgagee, and the Board of Managers will be bound by such assignment or restriction, provided, however, that such assignment or restriction does not conflict with the provisions of Chapter 183A and that the First Mortgagee has notified the Board of Managers of such assignment or restriction in writing.

(p) The purpose of this Section 26 is to conform the Condominium to the requirements of FHLMC and FNMA. In connection therewith, Sponsor reserves and shall have the absolute right to amend this Master Deed from time to time to facilitate the financing of the purchase of a Unit, as requested by FHLMC, FNMA or any First Mortgagee, but only so far as necessary to conform the Condominium or the provisions of the Master Deed or the By-Laws to the FHLMC or FNMA rules, regulations, and guidelines, such amendment to become effective when signed and acknowledged by Sponsor and recorded. Sponsor reserves and shall have the same right to amend with regard to rules, regulations, and guidelines of the Federal Housing Administration ("FHA"), and of the Veterans Administration. Sponsor's above right to amend shall expire after Sponsor owns no Units of record. Thereafter, a majority of the Board of Managers may exercise such right.

27. Sponsor's Ownership. Wherever in the Master Deed, By-Laws, or related documents there is a reference to ownership, sale, or purchase by Sponsor of a Unit or Units, Sponsor shall be deemed to own a Unit if Sponsor legally owns the Unit according to the records of the Registry.

28. Reversion of Condominium Units to Ground Lessor. Upon the expiration of the term of the Ground Lease, or upon the earlier termination or cancellation of the Ground Lease with respect to one or more Units pursuant to Article 15, 16 or 20 thereof, the affected Unit(s) and, if all of the Units in the Condominium are affected, the Land, the Buildings and any and all other improvements upon the Land, shall immediately revert to and become the sole property of Lessor and all rights of the affected Unit Owners and their Unit Mortgagees in their respective Units, in the Common Elements and in the Condominium shall thereupon terminate and the affected Unit Owners shall quit and surrender the Units and the Common Elements in good condition, reasonable wear and tear excepted, and free and clear of all occupants, liens and encumbrances whatsoever except Permitted Exceptions, as defined in the Ground Lease. Unit Owners shall have no right to remove any improvements so affixed to the Buildings or Land as to become part of the realty upon the expiration or earlier termination of the Ground Lease. Within thirty days of such reversion and surrender, Lessor shall pay to the Unit Owner of each affected Harvard Eligible Unit an amount equal to the Adjusted Fair Market Value of a Unit for such Harvard Eligible Unit at the

time of such expiration, termination or cancellation, subject to the rights of any Unit Mortgagees of such Harvard Eligible Unit who shall be entitled to receive directly from Lessor so much of such amount as may be required to satisfy the indebtedness secured by their Unit Mortgages, and Lessor shall pay to the Unit Owner of each Inclusionary Housing Unit an amount equal to the "Affordable Price" under the Inclusionary Housing Covenant of such Inclusionary Housing Unit at the time of such expiration, termination or cancellation (and regardless of Lessor's obligation to re-instate under Section 22.3 of the Ground Lease), subject to the rights of any Unit Mortgagees of such Affordable Unit who shall be entitled to receive directly from Lessor so much of such amount as may be required to satisfy the indebtedness secured by their Unit Mortgages; except that, in each case, if the Ground Lease is terminated because of a partition or removal under Section 15.4 thereof, a total taking under Section 16.1 thereof or a partial taking under Section 16.3 thereof, then such Unit Owner shall receive such Unit Owner's share of any insurance proceeds or condemnation award, in accordance with Sections 15 and 16 of the Ground Lease, subject to the rights of any Unit Mortgagees, and the Lessor shall not be obligated to pay any amount to affected Unit Owners. Upon the reversion of all of the Units to the Lessor, the Condominium shall be deemed removed from the provisions of Chapter 183A without any further action by the Unit Owners.

The reversion rights created in Section 22 of the Ground Lease shall be superior in all respects to the right and interest of the holder of any interest of any nature whatsoever in any Unit including any mortgagee or holder of a lien upon a Unit, and any lessee, or occupant of a Unit. Upon the reversion of the Units to the Lessor, the rights and interests of any and all such holders including any mortgagees, holders of liens, lessees, and occupants in the Units, the Common Elements and the Condominium, shall immediately and automatically terminate.

The acceptance of a deed to any Unit by any party shall constitute an agreement by that party, for themselves, their heirs, successors and assigns, to the foregoing covenants. withstanding the foregoing, it shall be a customary practice, although not in any way a requirement or condition, that a purchaser of a Unit execute at the time of purchase of the Unit an acknowledgment of reversion in the form attached hereto as Exhibit D.

Lessor shall have the right to reinstate the Ground Lease with respect to any Harvard Eligible Unit which has reverted to Lessor pursuant to the provisions of Section 22 of the Ground Lease by executing and recording with the Registry a certificate of reinstatement in the form attached hereto as Exhibit E, in which event title to such Harvard Eligible Unit and its Proportionate Interest in the Common Elements shall immediately and automatically vest in the Sponsor, and the Sponsor shall have the right to use, sell or transfer such Harvard Eligible Unit and its Proportionate Interest

in accordance with the provisions of the Ground Lease and this Master Deed. Lessor shall be obligated to reinstate the Ground Lease with respect to any Inclusionary Housing Unit which has reverted to Lessor pursuant to the provisions of Section 22 of the Ground Lease by executing and recording with the Registry a certificate of reinstatement in the form of Exhibit E, in which event title to such Inclusionary Housing Unit and its Proportionate Interest in the Common Elements shall immediately and automatically vest in the Sponsor, and Sponsor shall resell or rent such Inclusionary Housing Unit and its Proportionate Interest as follows:

(i) On the termination of the Ground Lease as to any Inclusionary Housing Unit prior to termination of the Condominium, that Inclusionary Housing Unit shall remain subject to the Inclusionary Housing Covenant and shall be resold to a new owner in compliance with the terms of the Inclusionary Housing Covenant unless the Condominium has been converted to rental housing, in which event such Inclusionary Housing Unit shall be rented in compliance with the terms of the Inclusionary Housing Contract.

(ii) On termination of the Ground Lease as to all of the Units, the Inclusionary Housing Units shall thereafter be subject to the provisions of the Cambridge, Massachusetts Inclusionary Housing Covenant under Zoning for Eighteen Rental Units at 157, 165 and 173

Pleasant Street, Cambridge, Massachusetts (Rental Rev, 10-99)
recorded with the Registry as Document No. 1186466.

Notwithstanding anything to the contrary contained in this Master
Deed, any amendment of this Section shall be of no force or effect unless
signed by Lessor under the Ground Lease.

IN WITNESS WHEREOF, the Sponsor has caused Master Deed to be executed as an instrument under seal as of the date first above written.

PLEASANT STREET GROUND LESSEE
NOMINEE TRUST

By: _____
Sally Zeckhauser, Trustee of Pleasant
Street Ground Lessee Nominee Trust
as aforesaid, and not individually

By: _____
Sara Oseasohn, Trustee of Pleasant
Street Ground Lessee Nominee Trust
as aforesaid, and not individually

By: _____
Sally K. Keller, Trustee of Pleasant
Street Ground Lessee Nominee Trust
as aforesaid, and not individually

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2003

Then personally appeared the above-named Sally Zeckhauser, Trustee of Pleasant Street Ground Lessee Nominee Trust, and acknowledged the foregoing to be her free act and deed as aforesaid, before me,

Notary Public

My Commission Expires: _____

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2003

Then personally appeared the above-named Sara Oseasohn, Trustee of Pleasant Street Ground Lessee Nominee Trust, and acknowledged the foregoing to be her free act and deed as aforesaid, before me,

Notary Public

My Commission Expires: _____

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2003

Then personally appeared the above-named Susan K. Keller, Trustee of Pleasant Street Ground Lessee Nominee Trust, and acknowledged the foregoing to be his free act and deed as aforesaid, before me,

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description

EXHIBIT B

Units

EXHIBIT C

Inclusionary Housing Units

EXHIBIT D

Form of Acknowledgment Re: Reversion

EXHIBIT E

Form of Certificate of Reinstatement