

EXHIBIT J: DISCLOSURE ACKNOWLEDGEMENT AND AGREEMENT80 WEBSTER AVENUE CONDOMINIUM

I (We) acknowledge that I (We) understand that the Unit and the Condominium are part of what is called a “planned unit development” to be known as Union Place, and that the Condominium is the fourth phase of this development. I (We) further acknowledge that the building in which the Unit is located is also the fourth phase of the Condominium; that this fourth phase of the Condominium is comprised of one (1) buildings with forty-six (46) Units. I (We) also acknowledge that various unique and special conditions and requirements have been imposed upon and apply to the project. I (We) additionally acknowledge that the premises had, in part, previously been used for industrial and commercial purposes. Therefore, I (We) specifically acknowledge and agree as follows:

A. OVERALL PROJECT:

The Condominium is a part of a planned unit development (PUD) to be known as Union Place which has been generally approved under the Somerville Zoning Code amendments for this project. As presently conceived, the project entails five primary phases. The first is the development of the 411-429 Norfolk Street Condominium; the second, 481 Columbia Street, a parking garage; the third 432 Norfolk Street Condominium; the fourth, 80 Webster Avenue Condominium and the fifth; a mixed commercial and retail building located at 84 Webster Avenue. Under the applicable zoning ordinance, preliminary approval is first required for the entire project and then individual special permit approval is processed for each separate phase. The first phase, a 50 unit condominium at 411-429 Norfolk Street has been completed. Phase II, the garage, has received a building permit and certificate of occupancy, and is completed. Phase III, the 35 unit building at 432 Norfolk Street has received a building permit and certificates of occupancy, and is completed. Phase V, commercial/retail/office space at 84 Webster Avenue is currently in design and may be permitted in 2009 or 2010. 80 Webster Avenue is part of the Planned Unit Development as a 46 unit residential project and is the subject property, the fourth phase.

Additionally, there is the possibility that “Developer” of the project (such term to refer to any person, firm or entity, developing the planned unit development, as it may be expanded or contracted, including the Somerville Housing Group I Trust, the Somerville Housing Group II Trust, the Somerville Housing Group III Trust, or their respective successors or assigns) may incorporate abutting parcels, with existing or new buildings and improvements into the project, first obtaining approval for such under the applicable zoning code provisions. I (We) acknowledge and agree in this regard that:

- (1) Developer will be engaging in ongoing construction in the adjoining areas in connection with the planned unit development of which the Unit and the Condominium are a part, and that such will create a certain level of noise, dirt, congestion and inconvenience.
- (2) I (We) accept and approve of this ongoing development, recognizing that the completion of the planned unit development will enhance the value of the my (our) Unit and the Condominium. I (We) agree, therefore, to refrain from interfering or seeking to interfere with this ongoing construction.
- (3) I (We) further recognize and accept that the erection of various buildings within the project will impact the my(our) view(s) as they currently appear to exist, as well as the light and air received by the Unit. I (We) agree, therefore, to raise no issue in these regards to or before any public or

governmental body having jurisdiction, whether now or in the future, over the project.

- (4) I (We) also recognize and accept that the Developer must have flexibility in the planning and execution of the planned unit development to adapt to changing market and economic conditions, restrictions imposed by governmental authorities, conditions imposed by Developer's lenders and other influences on the nature, scope and make up of the project, including the incorporation of additional parcels, buildings and improvements. I (We) agree, therefore, to support any and all permit and approval applications sought by the Developer in connection with the project, as it may be altered, changed, expanded, reduced or otherwise modified, including the addition of adjoining parcels, buildings and improvements not currently the subject of overall PUD approval, in furtherance of which the I (We) have simultaneously executed a limited power of attorney authorizing the SELLER to act in my (our) name and stead in these regards.

B. CONSTRUCTION AT THE CONDOMINIUM:

I (We) understand and accept that construction will be ongoing at the Condominium itself, in addition to that which may be ongoing or to occur in the future with regard to the project as a whole; that this construction will inevitably cause the me (us) some inconvenience due to dust, noise, temporary disruption of utilities, and similar construction related conditions; and that the site itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, walkways, lighting and the like.

I (We) have not refused delivery of the Deed because of this construction work or improvements continuing in other units or in common areas or facilities in the Condominium, nor has any escrow, holdback sum or security been required by reason of work being incomplete with respect to any of the common areas or facilities. The Developer agrees, however, that all such work not completed at the time of closing will be completed by Developer, and Developer shall indemnify me (us) and the Condominium unit owner organization from, and hold them harmless against, claims for damage to persons or property and mechanics' and materialmans' liens arising out of such continuing construction work. Developer's construction work shall not unreasonably obstruct my (our) access to my (our) Unit; however, in order to complete such work, the Developer may, from time to time, require access to my (our) Unit and I (we) hereby agree to same.

I (we) further acknowledge and agree that the Developer shall have the right:

- (1) to amend the Condominium Documents as the Developer deems necessary or desirable, including as may be appropriate in order to meet requirements of applicable laws and governmental regulations, codes, etc., secondary mortgage market requirements, requirements of the Developer's lenders, requirements of unit mortgagees and/or marketing considerations, provided such do not materially and adversely affect the Unit and/or the rights specifically appurtenant to the Unit or my (our) rights to the Unit;
- (2) to change the layout or construction of any of the common areas and facilities of the Condominium or other units, including reducing the number of planned units, provided any single change or aggregation of changes will not materially and adversely affect the Unit or my (our) use and enjoyment of the common areas and facilities of the Condominium; and
- (3) to make such changes or modifications in the units of the Condominium and its common areas and facilities as the Developer shall deem reasonably

necessary in order to meet requirements of applicable laws and governmental regulations, secondary mortgage market requirements, requirements of Developer's lenders and /or marketing considerations; provided, however, that no such change or modification shall increase the Unit's percentage interests or materially alter the size, layout, location or features of the Unit, or materially and adversely affect my (our) use and enjoyment of the common areas and facilities of the Condominium as set forth in the Condominium Documents.

C. PARKING:

I (We) acknowledge that approval for the project and the Condominium includes certain restrictions on parking, which include a prohibition against on-street parking and the required use by residents of the Condominium of an off-street parking garage constructed by the Developer as part of the Union Place project. I (We) understand that the fee for 1 parking space is \$125.00 per month and payment will be required in addition to the condominium fee as long as I (We) own a car. Additional space may be rented upon availability. The fee for parking may periodically be adjusted up based on CPI to cover the cost of operation and maintenance of the parking garage. The rent for parking spaces shall be collected by the Condominium management company at the same time and along with the condominium fees. The management company, on behalf of the Condominium, shall pay the appropriate amount for the number of cars required to park in the garage. Payment will be made by the management company to SHG TRUST III, the owner and operator of the parking garage.

I (We) understand that if more than one car is registered to the occupants of the unit, then additional spaces will have to be rented at the above referenced garage from Somerville Housing Group Trust III. I (We) agree to utilize this parking, have my (our) guests utilize the similarly provided guest parking, (which may be charged for) and otherwise comply with all restrictions and requirements respecting the parking of vehicles contained in the Condominium Documents. However, the number of such spaces that shall be available shall equate to 1 space per studio unit, an average of 1.5 spaces per one and two bedroom unit and two spaces per three bedroom unit as required by the applicable zoning code and, therefore, the I (We) shall, as necessary, limit the number of vehicles I (We) own and utilizes to such number as can thereby be accommodated.

BUYER further acknowledges that the Condominium unit owner organization shall be entitled to impose fines upon the BUYER for a violation of the restrictions on parking contained in the Condominium Documents and that such fines shall be enforceable in the same manner and to the same extent as the BUYER'S obligation to pay condominium fees.

D. INCOME RESTRICTED UNITS:

I (We) acknowledge and accept that under the Special Permit for the Condominium there must be income restricted units at 80 Webster Avenue Condominium. I (We) also acknowledge and accept that as a result of the restrictions contained on the ownership of these units, the percentage of undivided interests ascribed to these units will be lower than other, comparable market price units and that, therefore, the owners of these units will pay lower condominium fees than the owners of comparable, market price units.

E. SECONDARY MORTGAGE MARKET APPROVAL:

I (We) acknowledge and accept that the Condominium may not have so-called “project approval” from either the Federal National Mortgage Association (“FannieMae”) or the Federal Home Loan Mortgage Corporation (“FreddieMac”). I (We) also acknowledge and accept that the nature and occupancy of the Condominium and the project may prevent so-called spot approval. I (We) have been advised by the Developer to discuss these issues with my (our) attorney and lender, particularly as to their affect.

F. OPEN SPACE AND RESTRICTED ACCESS:

I (We) acknowledge and accept that under the Special Permit certain portions of the common areas as shown on the Condominium plans shall be designated as open space subject to an easement for public access and usage. I (we) further acknowledge, accept and agree that the access lane to the Condominium from Tremont Street is for the Fire Department only, and that such areas shall not be blocked or otherwise utilized, including that it will not be utilized for pedestrian access to the Condominium.

G. 21E REPRESENTATIONS:

I (We) acknowledge that the Developer has informed me (us) of upon testing some time after the acquisition by Developer, that as a result of prior useages, the premises demonstrated the presence of regulated materials, that remediation was undertaken by Developer pursuant to Massachusetts Department of Environmental Protection requirements; that upon the conclusion of such remediation an Activity Use Limitation may be imposed upon Unit 1A, and Unit 1A only; and that all filings and reports in these regards are available for BUYER’S inspection upon request. I (We) further acknowledge and agree that Developer has made no warranty nor representation in these regards other than as here stated.

BUYER’S SIGNATURE (UNIT NUMBER) DATE
(TO BE SIGNED AT P&S and at CLOSING)

SELLER’S SIGNATURE DATE