



Doc#: 0335731042  
Eugene "Gene" Moore Fee: \$32.00  
Cook County Recorder of Deeds  
Date: 12/23/2003 09:11 AM Pg: 1 of 5

SPECIAL  
WARRANTY  
DEED

THIS INDENTURE, made this  
4<sup>th</sup> day of November, 2003  
between River Village Lofts, LLC,  
a limited liability company created  
and existing under and by virtue of  
the laws of the State of Delaware  
and duly authorized to transact  
business in the State of Illinois,  
whose business address is c/o The  
Enterprise Companies, 710 W.

Oakdale, Chicago, Illinois 60657, party of the first part, and Cesar A. Arrospide, who resides at: 300 Westview Lane, Hoffman Estates, IL 60194, party of the second part, WITNESSETH, that the party of the first part, for and in consideration of the sum of Ten and No/100 ---- (\$10.00) ---- Dollars and other good and valuable consideration, in hand paid, and pursuant to authority given by the Managers of said limited liability company, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the party of the second part, and to his heirs and assigns FOREVER, all the following described land, situated in the County of Cook and State of Illinois known and described as follows, to-wit:

See Exhibit A attached hereto and made a part hereof.

Subject to: See Exhibit B attached hereto and made a part hereof.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or in equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its heirs and assigns forever.

Party of the first part also hereby grants to the party of the second part, its successors and assigns, as rights and easements appurtenant to the above-described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Easements, Restrictions, and Covenants for River Village Lofts Condominium Association, aforesaid, and party of the first part reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, its heirs and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND FOREVER DEFEND.

After Recording Return to:

CESAR A. ARROSPIDE  
1000 KINGSBURY #701  
CHICAGO, IL 60610

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SEPON  
WARRANTY  
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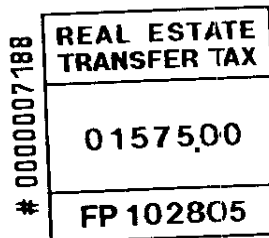
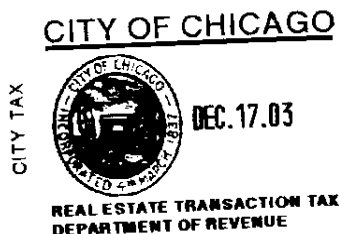
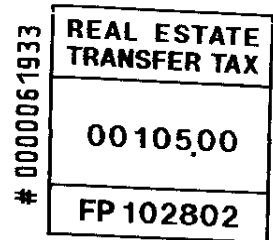
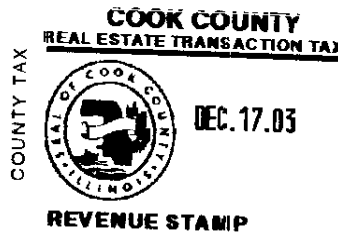
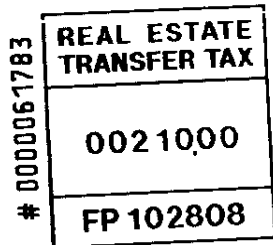
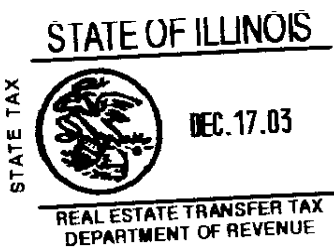
Party of the second party (also herein, "Grantee"), on Grantee's behalf, and on behalf of its successors and assigns, and in acknowledgment and consideration of the benefit received by Grantee that will result from Grantee's purchase of the real estate at a price below its fair market value, covenants that at all times prior to five (5) years from the date of this Special Warranty Deed, Grantee shall not sell or otherwise directly or indirectly transfer ownership of the real estate except to a Qualified Family (as defined below) and except for the transfer of a security interest in the real estate to Grantee's mortgagee. Any transfer of ownership (x) resulting from the Grantee's death and occurring pursuant to (i) the terms of a written land trust, personal trust or will, or (ii) state intestacy law, or (y) that simply consists of Grantee's transfer of the real estate to a land trust or personal trust of which Grantee is the sole beneficiary and holder of power of direction, as applicable, shall not be subject to the foregoing transfer restriction, provided, however that the transferee in any such transfer shall be bound by the foregoing affordable housing covenant.

As used herein: "Qualified Family" shall mean one or more individuals, whether or not related by blood or marriage, earning not more than one hundred twenty percent (120%) of the Chicago-area median income, adjusted for family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development

The foregoing covenant may be waived or modified in writing by the City of Chicago, acting through its Department of Housing, or any successor department thereto ("DOH"), upon a showing of undue hardship or changed circumstances that would make the enforcement of such covenant inequitable or impractical, as determined by DOH, in its sole discretion.

This covenant shall run with the land and shall inure to the benefit of and be binding upon all parties having any right, title or interest in the real estate or any part thereof, their successors and assigns. Each successor grantee of Grantee, by the acceptance of a deed of conveyance, accepts said deed for himself, his heirs, representatives, successors, lessees, grantees and mortgagees, subject to all restrictions, conditions, covenants and reservations and the jurisdiction, rights and powers created or reserved by this covenant. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation or transfer to the covenant contained herein, shall be deemed and taken to be appurtenant to and a covenant running with the land, and shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though the provisions of this covenant were fully recited and set forth in their entirety in such documents. Further, the rights, liabilities and obligations set forth herein shall attach to and run with the ownership of the real estate or any part thereof, and may not be severed or alienated from such ownership.

GRANTEE, BY ITS ACCEPTANCE AND RECORDING OF THE SPECIAL WARRANTY DEED, ACKNOWLEDGES AND AGREES THAT TO THE EXTENT THE ABOVE AFFORDABILITY COVENANT COULD BE DEEMED A RESTRAINT ON ALIENATION, THAT ANY SUCH RESTRAINT IS REASONABLE AND IS SUPPORTED BY ADEQUATE CONSIDERATION. THE GRANTEE ACKNOWLEDGES THAT THE CITY SHALL HAVE THE RIGHT TO SEEK THE SPECIFIC PERFORMANCE OF THE COVENANT CONTAINED HEREIN, TO ENJOIN ANY TRANSFER THAT IS INCONSISTENT WITH THE FOREGOING RESTRICTIVE COVENANT AND TO PURSUE SUCH OTHER EQUITABLE AND LEGAL REMEDIES AS MAY BE APPROPRIATE.




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IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to these presents by its Manager, the day and year first written above.

**River Village Lofts, LLC**, a Delaware limited liability company

By: EDC River Village Lofts, LLC  
a Delaware limited liability company, a Manager

By: EDC Management, Inc.,  
an Illinois corporation, its Manager

By:   
Name: Ronald B. Shipka, Jr.  
Title: President


Property of Coopers & Lybrand  
Client's Office

State of ILLINOIS )  
)ss.  
County of COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Ronald B. Shipka Jr., personally known to me to be the President of EDC Management, Inc., an Illinois corporation, the Manager of EDC River Village Lofts, LLC, a Delaware limited liability company, the Manager of River Village Lofts, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 4<sup>th</sup> day of November, 2003.



  
NOTARY PUBLIC

This instrument was prepared by: Mary B. Koberstein, Esq.  
Centrum Properties, Inc.  
225 West Hubbard, 4<sup>th</sup> Floor  
Chicago, IL 60610

Send Subsequent Tax Bills To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## Exhibit A

### Legal Description

#### PARCEL 1:

Unit No. 701, Garage Unit No. GU-42, in the river Village Lofts Condominium as delineated on a survey of the following described real estate: Part of Lots 19 through 23 in Block 96 in Elston's Addition to Chicago all located in the West ½ of the Southwest ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, more particularly described on the survey attached as Exhibit "A" to the Declaration of Condominium pursuant to the Condominium Property Act for River Village Lofts Condominium recorded October 15, 2002 as Document No. 0021128852, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

#### PARCEL 2:

The exclusive right to the use of Storage Space Number S-49, a limited common element, as delineated on the survey attached to the Declaration aforesaid recorded as Document No. 0021128852.

#### PARCEL 3:

Non-exclusive easements for the benefit of Parcel 1 as created by Declaration of Covenants, Conditions, Restrictions and Easements and Operating Agreement recorded March 12, 2001 as Document 0010192877 and as amended and restated by instrument recorded October 15, 2002 as Document 21128849 for the following purpose:

- A. Ingress and egress and use
- B. Structural support
- C. Use of facilities in the catalog building and garage building
- D. Maintenance of catalog building easement facilities and garage easement facilities
- E. Maintenance and use of easement facilities
- F. Support, enclosure, use and maintenance of catalog building and garage building common walls, ceilings and floors
- G. Water main connection, sanitary sewer main connection and gas main connection
- H. Utilities
- I. Permitting existence of encroachments in catalog building and garage building
- J. Exterior maintenance
- K. Exterior Signage
- L. Dumpsters
- M. Owned facilities
- N. Shared facilities, and
- O. Overhanging balconies;

over the land described in exhibits attached thereto.

Address of Property: Unit 701, 1000 N. Kingsbury, Chicago, Illinois 60610

Permanent Index Numbers: Part of 17-04-300-021 and part of 17-04-300-022

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## Exhibit B

### Permitted Exceptions

1. General real estate taxes not yet due and payable;
2. Special taxes or assessments for improvements not yet completed and other assessments or installments thereof not yet due and payable;
3. Applicable zoning, planned unit development and building laws or ordinances;
4. Encroachments, utility easements, covenants, conditions, restrictions, easements, and agreements of record, provided none of the foregoing materially adversely affect Buyer's quiet use and enjoyment of the Premises as a residential condominium;
5. All rights, easements, restrictions, covenants, conditions and reservations of record or contained in the Declaration of Condominium Pursuant to the Condominium Property Act for River Village Lofts Condominiums, recorded October 15, 2002 as Document No. 0021128852 ("Declaration of Condominium") and a reservation by the River Village Lofts Condominium Association ("Association") to itself and its successors and assigns, for the benefit of all unit owners at the condominium, of the rights and easements set forth in the Declaration;
6. Terms, provisions and conditions of the Declaration, including all amendments and exhibits thereto;
7. Acts done or suffered by or judgments against party of the second part, or anyone claiming under party of the second part;
8. Installments due after the closing for assessments established under the Declaration;
9. Provisions of the Condominium Property Act of Illinois ("Act");
10. Terms and conditions of a Redevelopment Agreement by and between the City of Chicago and Eport 600, L.L.C., Eport 600 Property Owner, L.L.C. and Eport 600 Riverwalk Owner, L.L.C.;
11. Rights of City of Chicago to maintain facilities located on the land as disclosed by map from the City of Chicago Water and Sewer Department dated October 17, 1967;
12. Terms, provisions, conditions and limitations set forth in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and Operating Agreement, dated October 9, 2002 and recorded October 15, 2002 as Document 21128849 made by and between Eport 600 Property Owner, L.L.C., Domain Owner, L.L.C., Domain Condominium Association, Eport 600 Riverwalk Owner, L.L.C., MW-CPAG Marina Holdings, L.L.C. and MW-CPAG Holdings, L.L.C.;
13. Covenants and Restrictions relating to use, density, open space restrictions; zoning control; covenant of cooperation; covenant to complete; relationship to amended planned unit development; and building materials contained in the Declaration of Covenants, Conditions and Restrictions recorded October 15, 2002 as Document No. 0021128851;
14. Terms, provisions, conditions and limitations set forth in the covenant recorded October 15, 2002 as Document No. 0021128853 by River Village Lofts, LLC, relating to maintenance and repair of the common sewer lines located anywhere on the property from the point of connection to the sewer main in the public street shall be the responsibility of the owners of the 64 condominium units being constructed on the land; and
15. Terms, provisions, conditions and limitations set forth in the Tax Parcel Division and Reproration Agreement made by and between MW-CPAG Holdings, L.L.C., Eport 600 Property Owner, L.L.C., Eport 600 Riverwalk Owner, L.L.C., MW-CPAG Marina Holdings, L.L.C., and River Village Lofts, LLC, a copy of which was recorded August 15, 2002 as Document No. 0021128855.