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AP AP	PLICATI	ON FOR APPEAL
AP AO THE SA SA AO THE SA AO THE SA THE SA AO THE SA AO	int Paul City C RECEI JUN 27	Saint Paul, Minnesota 55102
We need the following to process your appe	al: CITY CL	ERK
 \$25 filing fee (non-refundable) (payable to the (if cash: receipt number) Copy of the City-issued orders/letter be Attachments you may wish to include This appeal form completed Walk-In OR Mail-In) ing appealed	(provided by Legislative Hearing Office) Tuesday, Joly 5, 2.02.2 Time: <u>3:00 p.m.</u> <u>Location of Hearing:</u> Teleconference due to Covid-19 Pandemie
for abatement orders only: 🗆 Email 🥚	OR 🗆 Fax	Room 330
Address Being Appealed		. Paul
Appellant/Applicant: Hannah Gray		nail hhgray@gmail.com
Phone Numbers: Business	Residence	Cell 651-587-4344
Signature: HaNNA SMO	}	Date: June 26, 2022
Name of Owner (if other than Appellant): <u>St</u>	. Paul Leased Hou	sing Associates VIII LLLP
Mailing Address if Not Appellant's: 2905 N	orthwest Blvd Suite	e 150, Plymouth, MN 55441
Phone Numbers: Business 763-354-5500	Residence	Cell
What Is Being Appealed Vacate Order/Condemnation/ Revocation of Fire C of O Summary/Vehicle Abatement Fire C of O Deficiency List/Correction	and Why?	Attachments Are Acceptable
Code Enforcement Correction Notice		-
D Vacant Building Registration		
Other (Fence Variance, Code Compliance, etc.)	ent Stabilization Or	dinance violation; see attached

Revised 3/18/2021



June 27, 2022

St. Paul City Council Legislative Hearings 310 City Hall 15 W. Kellog Blvd. St. Paul MN 55102

> Appeal by Hannah Gray of a rent increase in violation of City Rent Stabilization Ordinance at 787 N. Hampden Avenue, St. Paul

The Appellant in the above matter is represented by the Housing Justice Center. For questions please contact me at 651 645 7378 or jcann@hjcmn.org. Attached please find the following appeal materials:

Application for Appeal

Check for \$25 filing fee

Copy of the Notice of receipt of exception for 8% rent increase and or rent increase in excess of 3% (City does not issue notice, it's left to landlords)

Memorandum in Support of Hannah Gray's Rent Increase Appeal, with:

Exhibit 1, Current Rent before increase, Page 1 of lease for period 7/1/21 to 6/30/22

Exhibit 2, Table A, showing relevant CPI percentage increases 2019-2022

Exhibit 3, First page of 2019 lease showing 2019 rent

Exhibit 4, current advertised 1-BR apartment at a rent exceeding the 8% exception Increase permitted by the city

Yours truly,

Jack Cann

NOTICE OF CITY ACTION BEING APPEALED

Attached is the June 1, 2022 Notice that the City had provided the owner of an exception from the statutory rent increase limit permitting an 8% rent increase. Under the City rules for the program the City provides no notice to affected residents and leaves provision of notice up to the owner.

6/1/2022

Hannah Gray 213 Union Flats

Dear Hannah Gray.

Thank you for being a valued resident in our community. Our goal at Union Flats is to offer one of the finest apartment communities in the area, a place you can truly be proud to call your home!

Our community participates in an affordable housing program known as Section 42, or the Low-Income Housing Tax Credit (LIHTC) program. The LIHTC program provides rent control as the maximum allowable rent charged for each affordable apartment home is determined each year by the Department of Housing and Urban Development (HUD).

I would like to invite you to renew your lease with us.

12 Month Lease: \$1203

HUD recently released the 2022 Area Median income for our area which results in an 11,89% increase over 2021 rents. The City of St. Paul recently passed a rent stabilization ordinance requiring increases between 3% and 15% be approved for exception. We applied for and received exception for an 8% rent increase.

Increasing your rent allows us to maintain and make improvements to our community and continue to offer the level service that all of our Dominium residents deserve. While this new rent may seem high, it is substantially less than the rent increase amounts in neighboring market rate communities and less than the growth in income limits and maximum allowable rent amounts determined by HUD. We hope you will choose to renew your lease with us!

If your plans require you to move, we will be sorry to lose you from our community. Remember we require 1 months written notice prior to your moving date. Again, we would like to extend our appreciation for making Union Flats your home.

Sincerely,

Community Manager Name Community Manager

This rental rate does not include ancillory charges such as pet, parking, storage, etc. Rent increases are implemented only once in a 12month period. If you believe you have been assessed an increase prior to the 12-month anniversary of your most recent rent increase, please contact the Community Manager immediately so that we may review your account history.

Renewal Acceptance

Apartment # _____

Resident Name(s): _

Please send me a new 12-month lease, which I will promptly sign and return to the office.

Signature of Resident(s)



June 27, 2022

MEMORANDUM IN SUPPORT OF HANNAH GRAY'S RENT INCREASE APPEAL

We represent Hannah Gray in this appeal of rent increases which substantially exceed the 3% annual limit set out in the St. Paul Rent Stabilization Ordinance, § 193A.03. Ms. Gray lives in Dominium's Union Flats building at 787 N. Hampden Avenue, St. Paul Apartment 213, owned by St. Paul Leased Housing Associates VIII LLLP and managed by Dominium Management Services (hereafter "Dominium"). Attached hereto and labeled "Notice of City Action Being Appealed" is the Notice dated June 1, 2022 which Ms. Gray received on that date from her apartment manager, indicating that Dominium had "applied for and received" exception from § 193A.03 permitting a rent increase of 8%. The letter invited Ms. Gray to apply for a new 12 month lease at \$1,203 and implied that her only alternative was to move.¹ The rent in her new lease, \$1,203 is a \$89 or 8% increase over the \$1,114 rent in effect through 6/30/22. (See Exhibit 1, first page of Ms. Gray's July 1, 2021 lease; Dominium subsequently reduced the rent by \$5). Ms. Gray has applied for the new lease as directed by the letter. This application has no effect on this appeal, as the City Ordinance prohibits any waiver of its provisions. §193A.07(c)

Ms. Gray challenges on two grounds the City action effectively approving the 8% exception rent increase and her actual 8% increase as well as an increase in rent on another unit which exceeds the 8% exception for which Dominium received approval.

An 8% increase could not be justified under the terms of the City Rent Stabilization Ordinance and the regulations and policies under which rent stabilization is being administered.

The Ordinance provides that landlords may request exceptions to the 3% annual limitation on increases "based on the right to a reasonable return on investment." § 193A.05. The Final Rules for Rent Stabilization adopted by the City provide that the owner's Net Operation Income (hereafter "NOI") in the base year, 2019, is presumed to have provided such a reasonable return. The Rule further provides owners with a right to obtain a NOI equal to the 2019 NOI increased by 100% of the percentage increase in the CPI since the 2019 base year. The CPI to be employed in this calculation is that for the twelve-month period ending in March of the current year for All Urban Consumers for the Minneapolis-St. Paul-Bloomington area.

The 12-month CPI for March 2020 increased 1.2% over that in the 2019 base year. In March of 2021 the 12 month increase was 3% over that in 2020 and in March of 2022 it was 8.2% over that in 2021. Exhibit 2, Table A; https://www.bls.gov/regions/midwest/news-release/consumerpriceindex_minneapolis.htm. Thus the March 2022 CPI has increased by 12.8% over that in March 2019 (1.012x1.03x1.082 = 1.128). Therefore, a rent increase resulting in a NOI increase of no more than 12.8% over that in 2019 would be justified under the City Rules.

Her Union Flats building opened in early 2019 and Exhibit 3, attached, is a copy of the application form from a neighbor who was an early occupant, showing the original rent for 1 BR units like Ms. Gray's for a March 2019 move-in was \$970. The rent under the new lease effective July 1, 2022 is \$1,203, an increase of 24% over that in the 2019 base year.

NOI is defined by the City Rules as gross rental income (made up largely of Rent, and including additional sources of revenue such as parking payments) minus operating expenses. Gross rental income is then equal to operating expenses plus NOI. Therefore, the only way that a 12.8% increase in NOI to assure a reasonable return under the rules could justify a 24% increase in rents is if operating expenses since the 2019 base year had increased by even more than 24%. Given that overall inflation was only 12.8% over this period, this is extremely doubtful and therefore something which Dominium is obligated to demonstrate in response to this appeal.

The owner has not demonstrated any need for an 8% rent increase in order to receive a fair return on investment.

The Ordinance clearly provides that exceptions to the 3% limitation in increases are to "be made only when the landlord **demonstrates** that such adjustments are necessary to provide the landlord with a fair return on investment." (emphasis added); § 193A.05(b). Dominium has certainly not demonstrated the need for this increase to the residents. The June 1 letter justifies the increase solely on the basis that the federal tax credit program could have permitted a greater increase. But what the tax credit program doesn't guarantee any particular level of rents, it merely sets an upper limit. That upper limit has nothing whatsoever to do with the limits imposed by the Rent Stabilization ordinance.

Nor has Dominium demonstrated the need for the increase to the City, because the procedure adopted by the City provides that the demonstration need not be submitted to the City. The procedure, apparently adopted by City staff but not in the Rules adopted by the City Council, violate the Ordinance requirement of a demonstration of need for an exception, and any approval of a rent increase in excess of 3% by City staff using this procedure is ultra vires and the resulting rent increase a violation of the City ordinance.

Dominium is now advertising a 1-BR unit at a rent increase greater than the 8% permitted by the City-granted exception.

Exhibit 4 is a current advertisement for a 1-Bedroom unit renting for \$1,257 on the Union Flats website, <u>https://www.unionflatsapartments.com/availableunits?bed=1&calledfrom=home</u>. This is the maximum Dominium is permitted to charge under the Low Income Housing Tax Credit rules. It represents a 12.8% increase over the \$1114 rent for 1-bedroom leases, such as Ms. Gray's, expiring in June 2022. The City's Ordinance provides that the "Limitation on the amount of annual rent increase shall apply regardless of change of occupancy in a residential rental unit." Thus the fact that the \$1,257 rent does not involve an individual tenant's increase is irrelevant. The rent represents an increase of more than the 8% for which Dominium has received permission and represents a violation of the Ordinance.

Dated: June 27, 2022

HOUSING JUSTICE CENTER - C-By

John Cann Bar No. 0174841 1774 Portland Ave St. Paul, @hjcmn.org

¹The notice is very misleading in this regard. As is plain from paragraph 3 in her existing lease (see Exhibit 1), the actual effect of a tenant declining the offer of a new lease at higher rent is simply an automatic renewal of the existing lease on a month to month basis with no immediate rent increase but subject to an increase with proper notice. Thus not only has Dominium flagrantly ignored the requirements of the Rent Stabilization ordinance, it has done so in a way designed to panic its tenants into accepting an illegal rent increase.

	EASE CONTRACT	NAA	영화 등 등 등 1989 등 1944
te of Lease Contract: <u>May 19, 2021</u> (When the Lease Contract is filled out)	This is a binding document	Read carefully before signing.	
	neral Information	I support the second	
PARTIES. This Lease Contract (sometimes referred to as the lease") is between you, the resident(s) (list all people signing the Lease Contract): Nannah. Helen Nelsestuken Grav	<u>1st</u> day of <u>July</u> 11:59 pm the <u>30 th</u> day of This Lease Contract will automa unless either party gives at least termination or intent to move-ou (Move-Out Notice). If the number days notice is required. At least 15 d days notice is required. At least 15 d irrenews, we will send you notice of by stature.	2021 and ends at 2022 Utally renew month-to-month 60 days written notice of t as required by paragraph 51 of days sign't filled in, at least 30 ysbefore this lease automatically sutomatic renewal as required offied by addenda you will nor	
	§ <u>1119.00</u> per month for without demand:	rent, payable in advance and	
and us the owner: <u>St. Paul Leased Rousing VIII,</u>	 at the on-site manager's office. at our online payment site, or at Malk in Payment Syn 		
nanje of apartment community or title holder). You've agreed to rent spartment No. at	Provided rent of S one/ 20 1st month or [] 2nd month		
Saint Paul (709). Jinnesota (199). Jinnesota (Otherwise, you must pay your rent month (due date) with no grace peri- our prior written permission. Yo rent unless authorized by statute. I any time that you pay all rent and a captier's check, money order, or o multiple checks. At our discretion checks via the Automated Clearin purposes of collecting payment. Re the payment/ACH is rejected, discs	d Cash is unacceptable without a must not withhold or offset fe may, at our option, require at their sums in cash, settified or us monthly check rather than , we may convert any and all g House (ACH) system for the Us not considered accepted if	
De person anthorized to mahage the apartment is <u>cominium Management Services</u> lene 1995 Northwest Blvd. Suite 150	reason. If you don't pay all rent on e the month, you'll pay a late chan (check one) [] a flat rate of \$ 3 your total rent due. The total amoun exceed eight percent [8%] al your me pay a charge of \$ 35.00 for	r before the <u>3rd</u> day of ge. Your late, charge will be <u>9.52</u> or 30 9 Wor it of your late charges shall not with y rent payment. You'll also	
Irred Address 21ymouth, NPI 35441 My State, Zip Code The owner or agent authorized to accept service of process and	electronic payment, plus a late char you'll be delinquent and all remedies be authorized. We'll also have all oth All payment obligations under this l	e. Hyou don't pay tent on time, ander this Lease Contract will er remedias for such violation.	
eteive and give receipts for notices is <u>Cominium Management Services</u> ame 2905 Worthnesst Blvd. Suite 156	rent under this Lesse Contract 5 SECURITY DEPOSIT Unless modified deposit at the time of execution of this in this quariment is 3 303.00 this Lesse Contract is signed	Leave Contract for all metidents	
Dreif Address Lymacuth, 101 55441 Hy. Statz Zip Code	In compliance with Minnerols in bear simple interest. Interest wi security deposit. With 21 days and and reaching of your mailing address of	I be included as part of the reconstication of your residence	
CCUPANTS. The apartment will be occupied only by you and istell other occupients not signing the Lease Contract).	we will return the deposit to you, we written statement topolitying the re- deposit or any parties thereal you any parties of any rent on the grou- should serve as payment of the rent	th Interest, or Jorntah so you a sona for the withholding of the may not withhold payment of add that the security deposit	
	the last month of the term after we lable for damages under Minnesuta 6. KEYS. You will be provided	liten notice from us, you are Statutes thispter 5048	

No one clife may occupy the spartment. Persons not listed above must not stay in the spartment for more that <u>14</u> congentive days without our prior written consent and no more than twice that many days in any one month. If the previous space and filled to, two days per month is the limit.

C 1921, Barong Apartment Apartments, in 197520 B

7. UTILITIES, Well pay for the informing items, if checked, 23. water gas electricity () master autenna 25. wastewater 22. truck () cable TV - other

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Midwest Information Office

Midwest Noise

Midwest Geography

Midwest Subjects

Midwest Archives

Contact Midwest

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72-1155-049 Proley, June 18, 3022

Contacts

Technical Information: (313) 053 (1850) BLANDELTINGUSSIAN Day Martin controllogithtical Martin control: (212) 053-0124

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Consumer Price Index, Minneapolis-St. Paul-Bloomington area -- May 2022

Area prices were up 1.9 percent over the past two mentile, up 8.7 percent from a year ago

Prices in the Minneapolle-St. Past-Bicomington area, as measured by the Orestaner Paka Index for All Libban Consumers (CPI-4), advanced 1.9 percent for the two models ending in May 2022; the U.S. Bureau of tabor Statistics reported taday. (See 1996 A.) Regional Commissioner Jacon Palmer noted that the food index increased 4.1 percent, and the energy index advanced 11.1 percent from March to May. The all dems less food and energy index rose 0.4 percent over the past two months. Within the all items less food and energy (stegory, prices were legter over the two-month period for public transportation and lower for apparel and recreation. (Data in this report are not somethally adjusted. Accordingly, bi-mantify changes may reflect seasonal influences.)

Over the text 12 months, the CP-U rose 9.7 percent. (See chert.) and take 6.) The index for all items tess food and energy increased 5.6 percent over the year. Energy prices advanced 43.1 percent, largely the result of an increase in gatafilie prices. Poed prices were up 11.8 percent. (See table 1.)

Chart 1. Over-the-year percent change in CPI-U, Minneapolis-St. Paul-Bioomington, MN-WI, May 2019-May 2022



Source U.S. Burena of Lahas Statistics

Ephibit & See Tuble A

Siemen Minwest Region

View Chart Data

Food

Food prices increased 4.1 percent for the two months ending in May. Prices for food at home (grocentes) advanced 6.1 percent as all six of the major grocery store food group indexes increased over the two-month period. Categories increasing included fulls and vegetables (10.5 percent) and means, paultry, fish, and eggs (5.7 percent). Prices for food away from some (restaurant, caletonia, and vending purchases) rate 1.0 percent for file same period.

Cher the year, load prices increased 11.8 percent. Prices for food at home were up 14.0 percent shoe a year ago. Among the procesy food categories, the Index for Indis and vogetables was up 17.3 percent over the year and costs for mosts, pusitry, fich, and eggs and 13.5 percent. Perces for food away from home size 0.5 percent compared to May 2021.

Energy

The energy index increased 11.1 percent for the two mentions ending in May. The increase was inainly due to higher utility (piped) gas service prices (36.1 percent), Sastône prices eace 5.2 percent, and electricity prices increased 2.9 percent for the same period.

Energy prices increased 43.1 percent over the year, largely due to higher gasoline prices (46.2 percent). Frices paid for utility (piped) gas service were up 84.9 percent, and glacificity prices rose 11.2 percent during the past year.

All items less food and energy

The index for all items less fact and energy rose 0.6 percent in the latest two-month period. Higher prices for public transportation were partially offset by lower prices for apparel (-4.4 percent) and revealed (-2.1 percent).

Over the year, the index for all thems less food and energy advanced 5.8 percent. Components contributing to the increase included shefter (5.3 percent) and new and used mater vehicles (12.5 percent).

Table A. Minnaapolis-St. Paul-Bicomington, MN-Wi, CPI-112-month and 12-month percent changes, all items index, not sessonally adjusted

2016		5648		2029		20	21	2022		
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Mev	1.0		1.0	2,3	-0.1	0.0	1,4	4.6	1.9	B7
واعط	0.3		0.5	2.2	-0.1	-42.3	. • ን ፓ።	0.5		
September	0.3		-6.2	1.7	2.2	1.9	t.1	S.4		
Koventier	1.2	1.3		2.B	-8.4	1,7	1.0	6.5		

The July 2022 Consumer Price Index for the Minneapolis-St. Paul-Bloomington area is scheduled to be released on August 10, 2022.

Technical Note

The Consumer Price Index (CPI) is a measure of the everage change in prices over time in a faxis market basket of goods and services. The Baneau of Labor Statistics publishes CPIs for two possistions groups: (1) is CPI for All Urban Consumers (CPI-U) which covers approximately 93 percent of the total U.S. population and (2) a CPI for Urban Wage Lonners and Clenical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population at (2) a CPI for Urban Wage Lonners and Clenical Workers (CPI-W) which covers approximately 29 percent of the total U.S. population. The CPI-U includes, in addition to wage earners and clerical workers, groups applies of as professional, managerial, and technical workers, the self-employed, short-term workers, the unamployed, and interest and others not in the fabor force.

The CPI is based on prices of food, clothing, shelter, and fizzle, transportation fores, charges for doctors' and deatists' services, drugs, and the other goods and services that people buy for day for day fixing. Each manife, prices are collected in 75 when areas acress the country from about 6,000 housing units and approximately 22,000 misel establishments—department stores, suggestanders, hespitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of literas are included in the index.

The index measures price changes from a designated reference date; for most of the CPL-U the reference base is 1982-84 equals 180. An increase of 7 percent from the indexestic base, for example, is shown as 107,000. Alternatively, that indulted the call base base is the price of a base period market base to goods and services Hang from \$100 to \$167. For further details see the CPL have page on the Internet at <u>www.sts.gov/cpl</u> and the CPL section of the BLS Handbook of Methods available on the internet at <u>www.sts.gov/could/ismitted/</u>.

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the various items in each location at everaged together with weights that represent their importance in the various items in each location at 0.5, only average, because the sample size of a locations is maller, the locations is subject to appropriate population group. Locat data are then contained to obtain a 0.5, only average, because the sample size of a locations is maller, the locations is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes the data data index is adjusted for seasonal influences. As a recall, local area indexes show greater volability than the national index, although their long-term here's are quite similar. NOTE: Area indexes do not measure differences in the lovel of prices between utilities; they only measure the average change in prices for each area since the base period.

The Minneapolie-St. Paul-Bloomington, MN-WE, Core Based Statistical Area covered in this release is comprised of Anoka, Carver, Chistop, Dakota, Hennepin, Jeane, Lossour, Male Lacs, Ransey, Scott, Shertarme, Sibley, Washington, and Waght Counties in Minnesota; and Pierce and St. Croix Counties in Visconsin.

Internation in this release will be made available to individuals with sensory imperments upon request. Valce prime: (202) 691-5269; Telecommunications datay Service: 7-1-1.

Table 1, Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods Minneapelis-St. Paul-Blowslegton, MR-WI (1952-94=100 unless otherwise molect)

	ace equate	Parcent change from-			
Mar. 2422	Apr. 2022	May 2422	May 2021	Mes. 2022	Apr. 2022
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	Mar. 2022 2023 2023 2023 2025 551.126	Mar. Apr. 2022 2022 280,385 - 551.126 -	Mar. Apr. May 2022 2023 2023 20385 - 225,744 651.126 - 205,093	Mar. Apr. May May 2022 2022 2022 2021 2023 2023 2023 2021 2023 2023 2023 2023 2023 2023 2023 2023	Indexes Parcest charge f Mar. Apr. May May. 2022 2022 2622 2021 2022 280.386 285.744 B.7 1.8 B51.126 205.033 - -

Exhibit 3



Application For "Union Flats"

787 Hampden Avenue, St. Paul,MN , 55114 Phone: (763) 392-9897

Apartme spartment:	nt Information Move in Date:	3/ /2019
Floor Plan: One Bedroom - G	Lease Term :	
Bed: 1	Deposit:	\$0.00
Bath: 1.00	Rent:	\$997
Area: 784		

A	pplicant Information
Name:	Date Of Birth:
Marital Status:	Do you have a Social Security Number?:
Email:	SSN:
Phone:	Government Issued Identification Number:
Country:	Government Issuing Entity:
Address:	License Country:
	Have you ever been evicted?:
Residency From:	If yes, details
Monthly Rent/Monthly mortgage payments:	Have you ever been convicted of a felony?:
Reason for Moving:	If yes, details
Apartment Community:	Do you have any criminal
Management Company:	charges pending, awaiting disposition or
Management Company Phone:	looming in any way?: If yes, details

Exhibit 4

WE ARE OPEN FOR TOURS!

Modern Living. Upgraded Lifestyle.

Available Units

Floor Plans / Apartment Search Result

Bedrooms 1 bedroom		Bathrooms
Floor Plans -	-	Max Rent

Immediate move-in date selection is subject to the application approval process. On average the full application process can take 7-10 business days to complete. Please note that the move-in date you selected could change to accommodate the approval process. Reach out to the office with any questions you might have. Please select an apartment from the list below that best suits your needs.

One Bedroom E

1 Bedroom | 1 Bathroom

Thank you for your interest in Union Flats. Please be aware that your selected apartment is NOT reserved until final payment has been submitted. If th... Read More

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1111	Apartment: #104		
:	Sq.Ft.: 706 Rent: \$1,257		
		:	
1			

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Prices and special offers valid for new residents only. Pricing and availability subject to change at any time.