No. 93-655C
(Filed: September 16, 1997)

ANAHEIM GARDENS, Et al.,	*	
Plaintiffs,	*	**ELIHPA (12 U.S.C. § 1715*l* (note)); LIHPRHA (12 U.S.C. § 4101 et seq.); Breach of Contract; Stay of Proceedings**
v.	*	
THE UNITED STATES,	*	
Defendant. .	*	

Charles L. Edson, Washington, D.C., for plaintiffs. Harry J. Kelly, Washington, D.C. and Mark Levy, San Francisco, California, of counsel.

John E. Kosloske, with whom were Assistant Attorney General Frank W. Hunger and David M. Cohen, Washington, D.C. for defendant. Kathleen Burtschi, Department of Housing and Urban Development, Washington, D.C., of counsel.

OPINION & ORDER

ROBINSON, Senior Judge:

The case is before the court on plaintiffs' motion for partial summary judgment, defendant's cross-motion, and defendant's motion to stay. The nineteen plaintiffs who are parties to this motion own twenty-three properties.[(1)] Their breach of contract claims were added to the Second Amended Complaint pursuant to this court's July 21, 1995 Order. This Opinion concerns the aforementioned breach of contract claim (Count V) and the motion for stay of proceedings pending final resolution of the Cienega Gardens appeal.

Plaintiffs, claiming the result of this case is controlled by this court's Opinion in Cienega Gardens v. United States ("Cienega I"), 33 Fed. Cl. 196 (1995), move for partial summary judgment. Defendant cross-moves for partial summary judgment asserting that, as the facts of Cienega I are different from the facts of this case and as a variety of transaction-specific circumstances negate plaintiffs' breach of contract claims, summary judgment should be awarded in its favor. The matter has been fully briefed and argued.

Plaintiffs' motion for partial summary judgment would have been granted as to eighteen[(2)] plaintiff properties, consistent with the court's opinions in Cienega. This court's decision in Cienega, however,

has been appealed to the Federal Circuit. Therefore, the court refrains from issuing an opinion as to these eighteen plaintiff properties and stays their case pending final resolution of the Cienega litigation. As to the remaining five[(3)] plaintiff properties, the court will not delay resolution and grants defendant's cross-motion for partial summary judgment. This Opinion resolves defendant's cross-motion relating to its various transaction-specific reasons for partial summary judgment. If this court's decision in Cienega is ultimately affirmed, this Opinion obviates the need for the court to decide defendant's transaction-specific arguments at that time.

Background

This Opinion shall be read in conjunction with the discussion set forth in this court's Opinion in Anaheim Gardens v. United States, 33 Fed. Cl. 24 (1995). For the purposes of these motions, the court recapitulates the relevant facts. Plaintiffs are owners of low-income rental housing who purchased their properties more than twenty years ago using federally insured mortgages. Each plaintiff simultaneously entered into a regulatory agreement with the Department of Housing and Urban Development ("HUD") or its predecessor, and under that agreement each plaintiff agreed to abide by HUD-imposed affordability restrictions--specifically, restrictions on the income levels of tenants, on the rents that could be charged, and on the rates of return that owners could receive from their enterprise. By its terms, the regulatory agreement (including the affordability restrictions), along with the mortgage insurance provided by HUD, were to remain in effect as long as the mortgage remained outstanding. The mortgage, by its own terms, permitted plaintiffs to prepay in full with HUD's permission during the first twenty years and to prepay in full without HUD's permission after the first twenty years.

In 1988, Congress enacted the Emergency Low Income Housing Preservation Act ("ELIHPA"), Pub. L. 100-242, 100 Stat. 1877 (reprinted as amended at 12 U.S.C. § 1715*l* (note) (1994)). Among other things, ELIHPA imposed a moratorium on mortgage prepayments without HUD's express consent, overruling those provisions of plaintiffs' mortgage notes which allowed unconsented prepayments after the mortgage's first twenty years. Upon the expiration of ELIHPA in 1990, Congress enacted the Low Income Housing Preservation and Resident Homeownership Act ("LIHPRHA"), Pub. L. 101-625, 104 Stat. 4249 (1990) (codified at 12 U.S.C. § 4101 et seq. (1994)), which continued ELIHPA's prohibition against unconsented mortgage prepayments and which authorized HUD to offer a wide range of financial benefits as "incentives" for forbearing prepayment and staying in the HUD program.

Plaintiffs filed their original four-count complaint on October 25, 1993, and they filed an unopposed amended complaint with minor changes on March 15, 1994. Defendant subsequently filed a motion to dismiss the complaint in its entirety. By an opinion dated March 27, 1995, the court granted defendant's motion with respect to Count I, seeking damages for HUD's allegedly delayed issuance of regulations implementing the LIHPRHA incentive legislation, and Count IV, a temporary taking claim based on the same delays discussed in Count I. Anaheim Gardens, 33 Fed. Cl. at 31-38. Plaintiffs withdrew their claim under Count II, which sought compensation for alleged delays in HUD's processing of applications for incentives. Id. at 30 n.10. With respect to Count III, alleging a taking of a property right without just compensation based on the legislative prohibition against mortgage prepayment, the court denied defendant's motion to dismiss and ordered the matter to be tried if necessary. Id. at 38.

The court permitted plaintiffs to amend their complaint by adding a claim for breach of contract, Count V, pursuant to the court's Opinion in Cienega I. In its Order of July 21, 1995, the court stated that "the

prepayment restrictions which are the basis of plaintiffs' breach claim were imposed in 1988 as part of ELIHPA and were effectively reenacted in 1990 as part of LIHPRHA. The contracts upon which plaintiffs wish to sue were breached once, not twice." Anaheim Gardens v. United States, 33 Fed. Cl. 773, 776 (1995). Additionally, the court established "that the limitation period with respect to any of the properties in this case began as of the property's 20-year anniversary date *or* the date of the enactment of ELIHPA, whichever is later." Id. at 777. On August 18, 1995, plaintiffs filed their Second Amended Complaint to add the breach of contract claim. Plaintiffs followed that action by filing the instant motion for partial summary judgment on December 1, 1995. Plaintiffs added some parties and deleted others by their Third Amended Complaint, filed on April 30, 1996. Defendant filed its response and cross-motion for partial summary judgment on June 11, 1996, to which plaintiffs filed their reply and response in opposition to defendant's cross-motion on September 4, 1996. Finally, defendant filed its reply brief on November 15, 1996, and oral arguments were heard by the court in the National Courts Building, Washington, D.C., on March 27, 1997. Before issuance of the court's decision in this matter, defendant moved for a stay of proceedings pending final resolution of Cienega.

DISCUSSION

I. Defendant's Transaction-Specific Arguments for Partial Summary Judgment.

The court will grant a motion or cross-motion for summary judgment where there is no genuine issue of material fact in dispute and the moving party is entitled to judgment as a matter of law. Rule 56(c) of the Rules of the U.S. Court of Federal Claims ("RCFC"); Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986); Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-48 (1986). The standard for whether there is a material issue of disputed fact is whether a reasonable finder of fact could return a verdict in favor of the non-movant. Sweat Fashions, Inc. v. Pannill Knitting Co., 833 F.2d 1560, 1562 (Fed. Cir. 1987). In determining entitlement to summary judgment, the court must resolve any doubts about disputed factual issues in favor of the non-moving party. Housing Corp. of Am. v. United States, 199 Ct. Cl. 705, 710, 468 F.2d 922, 924 (1972). The court may look beyond the pleadings to determine in which party's favor the questions of law will be resolved and whether any apparent issues of fact are merely illusory. Application of those standards leads the court to its decision below.

Similar to the circumstances of Cienega Gardens v. United States, 37 Fed. Cl. 79 (1996) ("Cienega II"), defendant claims that various agreements and transactions serve as a basis for distinguishing these plaintiffs from those plaintiffs in Cienega I who were victorious on the question of breach. As the court stated in Cienega II, "There is one question for decision: Did Congress, through promulgation of ELIHPA and LIHPRHA, abrogate each new plaintiff's right to prepay its mortgage after 20 years and free itself from the strictures of HUD's regulatory program?" 37 Fed. Cl. at 83. The court will ask the same question in this case. The court is mindful, however, of defendant's contentions concerning various agreements and statements over the past two decades, which factor into the court's analysis in some instances. In many cases, the issue is not simply one of a straight breach created by ELIHPA. Due to the government's raising of other agreements that may serve to modify the court's breach analysis, the court proceeds to an issue-by-issue analysis of those matters which defendant claims call for partial summary judgment in its favor.

A. Situations where notes flatly bar prepayment without prior approval of the Commissioner.

The government contends that it is entitled to partial summary judgment as to the properties of Millwood Apartments, Parthenia Manor Apartments, and Market North Apartments II. As the court in previous rulings has viewed the agreements among the owners, the government, and the lender as comprising one whole transaction, the court will examine the notes for these three parties to determine to what the parties agreed.

The deed of trust note for Market North Apartments II contains the following clause: "Notwithstanding the prepayment privilege stated herein, no prepayments, total or partial, may be made without the prior written approval of the Federal Housing Commissioner." Def. App., tab 1 at 7. Riders to the deed of trust notes for both Millwood Apartments and Parthenia Manor Apartments, two properties owned by plaintiffs Joseph R. and Stefi Biafora, contain the clause:

The debt evidenced by this Deed of Trust Note may not be prepaid, either in whole or in part, prior to the final maturity date hereof, without the prior written approval of the Federal Housing Commissioner. Prepayments may only be made in an amount equal to one or more monthly payments on principal next due on the first day of any month prior to maturity upon at least thirty (30) days prior written notice to the holder of the Deed of Trust Note.

Def. App., tab 2 at 58; Def. App., tab 3 at 97. In Cienega I, the court found that "when the parties . . . entered into the regulatory agreement they also intended to be mutually bound by the prepayment rules set forth in the rider to the contemporaneous deed of trust note." Cienega I, 33 Fed. Cl. at 210. Additionally, the court found that the deed of trust note and regulatory agreement "must be read together in order to determine the full intentions of the parties when they initially entered into their relationship." Id. The court views the analysis of the parties' intention in forming their relationship in Cienega I persuasive to the question at hand. These plaintiffs entered into an arrangement with the government by which they specifically and clearly ceded their prepayment rights. In Cienega I, the court held the government accountable for the totality of agreements between itself, plaintiffs, and the lender. The court held that privity existed such that the note's prepayment clause bound the government as well as the other parties. To allow these plaintiffs to escape the same accountability to which we held defendant in Cienega I would create an inconsistency in the court's logic. The court, therefore, grants partial summary judgment in favor of defendant as to Millwood Apartments, Parthenia Manor Apartments, and Market North Apartments II.

B. Defendant argues plaintiffs are not the original makers of the notes or the original parties to the regulatory agreements; therefore, plaintiffs cannot establish privity of contract with the government.

Defendant argues that eight[(4)]

plaintiffs are barred from pursuing damages for breach of contract because they are not the original makers of the notes or the original parties to the regulatory agreements, and thus, lack privity with the government. The court rejects this rather disingenuous argument by defendant for the reasons given below.

"A novation substitutes a new party and discharges one of the original parties to a contract by agreement of all three parties." Black's Law Dictionary 959 (5th ed. 1979). In this case, original contracting parties with the government no longer own the properties in question, and at different points in time, plaintiffs for the properties in question assumed ownership and responsibility for them. Plaintiffs did so with the blessing of defendant, who has treated them as if they had stepped into the shoes of the original owners. Yet, the government now claims that these non-original owners lack the requisite privity with the government.

In United International Investigative Services v. United States, 26 Cl. Ct. 892 (1992), the successor-in-interest to a government contract, suing for infringement, was held to have privity with the government. This court found that the transfer did not violate the Anti-Assignment Act, 41 U.S.C. § 15, and the Assignment of Claims Act, 31 U.S.C. § 3727, which prohibit transfer of government contracts and

assignment of claims against the government, respectively. This court found that those statutes "have consistently been recognized to have two purposes--to prevent fraud and to avoid multiple litigation." Id. at 898. Additionally, this court stated that "where these purposes are not impinged, a transfer should be allowed to stand. Thus, a transfer should be upheld when the government recognizes it either expressly as by novation or implicitly as by ratification or waiver." Id. In this case, defendant clearly assented to the transfer of physical assets and treated plaintiffs as they treated their predecessors. Under these circumstances, this court will not find a lack of privity where "while dealing with plaintiff, the government continued to receive the benefit . . . originally bargained for . . . ." Id. at 899. Thus, the court finds that the status of being non-original owners does not preclude these plaintiffs from pursuing a breach of contract claim.

C. Defendant claims plaintiffs executed rent supplement contracts that prohibited prepayment.

This argument affects nine properties.[(5)]

As in Cienega II, the government argues that the execution of 40-year rent supplement contracts demonstrates that the government intended to bar plaintiffs from prepayment. However, as in Cienega II, the court finds that those contracts do not alter the court's liability analysis of plaintiffs' breach of contract claims. "These contracts may serve to mitigate or even eliminate the damage claims of the . . . plaintiffs, but they do not require the court to disturb its finding as to the question of liability." Cienega II, 37 Fed. Cl. at 84. The court finds defendant's reassertion of this argument unpersuasive in altering its liability analysis pursuant to Cienega.

D. Defendant claims Housing Assistance Payment ("HAP") contracts preclude finding for plaintiffs.

This defense argument affects four plaintiffs.[(6)] Defendant claims that the HAP contracts require plaintiffs to keep use restrictions in place; therefore, plaintiffs have suffered no damages entitling defendant to summary judgment on this point. Plaintiffs "may be entitled to no damages if the HAP contracts are found to have such an effect. But that issue fails to speak to the question of liability for the initial breach." Cienega II, 37 Fed. Cl. at 84. "While the HAP contracts may affect the damage award, these contracts do not speak to the prepayment issue . . . ." Id. The court again finds this argument unpersuasive in altering its liability analysis.

E. Execution of use agreements to continue restrictions in exchange for incentives.

Defendant argues that the recent execution of use agreements to continue the affordability restrictions defeat any damage claims of five[(7)] plaintiffs. Defendant contends that these agreements were executed pursuant to LIHPRHA and serve to rescind the initial contracts which allowed plaintiffs to prepay and terminate the use restrictions on their properties. Again, the court returns to its analysis in its Cienega opinions for resolution of this question.

The use agreements were executed, as defendant states, pursuant to LIHPRHA. However, the breach of contract occurred prior to the enactment of LIHPRHA. As the court stated in an earlier order in this case,

"the prepayment restrictions which are the basis of plaintiffs' breach claim were imposed in 1988 as part of ELIHPA and were effectively reenacted in 1990 as part of LIHPRHA. The contracts . . . were breached once, not twice." Anaheim Gardens v. United States, 33 Fed. Cl. 773, 776 (1995). The prepayment rights "were lost in 1988 and never regained." Id. Thus, the breach occurred earlier in time than the use agreements at issue in this defense argument. Consistent with the court's Cienega analyses, the question of the use agreements is relevant to the issue of damages and may be invoked in that portion of these proceedings; however, the liability of the government for its breach of contract is not defeated by these documents.

F. Lack of intent to permit prepayment.

This argument relates to the claims of all plaintiffs in this disposition. Defendant argues that there existed no intent on its part to be bound by the prepayment provisions of the deed of trust notes. Essentially, defendant is rehashing its privity argument from the Cienega cases. This issue was dealt with in Cienega I, and the court returns to that opinion for guidance in this Opinion.

In Cienega I, the court found that "when the parties . . . entered into the regulatory agreement they also intended to be mutually bound by the prepayment rules set forth in the rider to the contemporaneous deed of trust note." Cienega I, 33 Fed. Cl. at 210. As in the Cienega cases, the government was part of the group of transactions that formed the whole of the agreement between the parties. Included in that agreement were the prepayment provisions that were part of the bargains giving rise to the transactions. As the court stated previously, the government was party to "promises . . . made expressly to and for the benefit of the government, not third parties." Id. "Congress, by enacting ELIHPA and LIHPRHA, breached the government's contracts with plaintiffs with respect to their prepayment rights." Id. Therefore, the court is unpersuaded that this argument precludes a finding of breach of contract for plaintiffs.

G. HUD-assisted sales to qualified purchasers.

There are eleven[(8)] plaintiffs who are affected by this argument. Defendant argues that since it assisted these plaintiffs in selling their properties to "qualified purchasers" under LIHPRHA, plaintiffs have received a benefit that prevents them from pursuing claims for damages. Defendant may be correct that plaintiffs have received a benefit because of its assistance in effectuating the sales pursuant to LIHPRHA. The court, however, is attentive to the fact that these sales were made pursuant to LIHPRHA, and thus, occurred subsequent to the breach of contract occasioned by ELIHPA. The government's assistance in selling the properties would not have occurred but for the breach in the first place. Plaintiffs sold to qualified purchasers pursuant to LIHPRHA because of the breach, and because the statutes restricted not only their options for dealing with their properties but also to whom they could sell the properties. The court finds that this argument does not preclude its finding of a Cienega-type breach, but acknowledges its relevance to later damage proceedings.

H. Offer to allow prepayment if plans of action were unfunded.

There are three[(9)] plaintiffs affected by defendant's assertion that it offered plaintiffs the right to prepay if their plans of action were unfunded by a later date. Since plaintiffs did not exercise this option and elected to remain in the program, the government argues they are precluded from pursuing a breach

claim. The plans of action component of the regulatory process is a component of LIHPRHA. Had congressional legislation not breached the contracts in the first place, the plans of action arguably would not have been filed. Nonetheless, the plans were submitted subsequent to the breach occasioned by ELIHPA. While the failure to exercise an available prepayment option after the original breach may affect the damages plaintiffs can claim, the failure to prepay after the breach does not alter the fact that plaintiffs' unfettered prepayment was destroyed by ELIHPA and is the reason this matter is before the court. Plaintiffs' breach claims are undisturbed by this defense argument.

I. Original owner was not a limited dividend corporation.

This argument applies to San Tomas Gardens. Defendant contends that since the original maker of the note was a non-profit corporation rather than a limited dividend corporation, San Tomas Gardens is precluded from pursuing a breach of contract claim because its predecessor never possessed a prepayment right to confer in the first place. Exhibit "A" for the Deed of Trust Note states, "The debt . . . may not be prepaid either in whole or in part prior to the final maturity date . . . without the prior written approval of the Federal Housing Commissioner except where: . . . (2) the maker is a limited dividend corporation . . . ." Def. App., tab 16 at 529. The maturity date of the note is October 1, 2012. Id. at 527. Additionally, the original regulatory agreement identifies the maker as "a non-profit corporation." Id. at 530.

Throughout this litigation, this court has followed the analyses of Cienega I and Cienega II where applicable. This is another instance for invocation of those opinions. In Cienega I, this court stated that "when the parties in this case entered into the regulatory agreement they also intended to be mutually bound by the prepayment rules set forth in the rider to the contemporaneous deed of trust note." Id. at 210. This court will hold both parties to the terms of the original set of transactions where applicable. This is such an instance. The maker of the note was not a limited dividend corporation; therefore, this plaintiff is precluded from pursuing a breach of contract claim for a right neither it nor its predecessor ever had against the government. The court grants defendant's partial summary judgment motion as to San Tomas Gardens.

J. Current owner acquired property after LIHPRHA was enacted.

The government argues that Su Casa Por Cortez is precluded from pursuing a breach of contract claim as it acquired the project after the enactment of LIHPRHA, knowingly subject to that act, and also executed a new regulatory agreement with defendant at that time. Plaintiffs respond that Su Casa acquired the rights of the previous owners when it acquired the property, which means it also acquired the rights to pursue a claim for the original breach. While the court agrees that the original breach was not extinguished because of the sale of the property, the current owner is not the party to pursue this claim. Unlike the situation discussed above where the properties were sold before the enactment of ELIHPA, this case involves a post-LIHPRHA sale when plaintiff would have been on notice that it was subject to the provisions of that act. As a matter of fact, a new agreement was signed, negating the existence of a continuing previous contract assumed by plaintiff and defendant. Further, the court refers to its discussion of the provisions of the Anti-Assignment Act and the Assignment of Claims Act, as considered in United International Investigative Services. As stated in that case, one of the purposes of those statutes was to prevent parties from buying up claims against the government. United Internat'l Investigative Servs., 26 Cl. Ct. at 898 (citing Tuftco Corp. v. United States, 222 Ct. Cl. 277, 285, 614 F.2d 740, 744 (1980)). Under these circumstances, the court concludes that this plaintiff is precluded from pursuing a breach of contract claim against defendant, and therefore, grants defendant's motion for partial summary judgment against Su Casa Por Cortez.

K. Defendant argues claims barred by doctrines of election, waiver, and estoppel.

This defense argument relates to the claims of eighteen[(10)] of the twenty-three properties in this action. On this point, the court is equally unpersuaded by defendant that these doctrines preclude liability for the breach of contract by ELIHPA. Although the court believes that defense arguments pursuant to these doctrines may serve to limit the damages for which defendant may be found liable, they do not serve defendant on this initial question of liability. Election, waiver, and estoppel fail to address the issue at the crux of the court's analysis: the breach of contract occasioned by ELIHPA. Therefore, defendant is not served by these arguments at this stage of the proceedings.

II. Stay of Proceedings.

The issues raised in the instant case are similar to those raised in Cienega. Specifically, the Cienega litigation addresses whether defendant's enactment of ELIHPA breached its agreements with project owners with respect to the prepayment rights. Cienega is approaching final resolution, and it may be fruitless for this court to adjudicate anew issues that will most likely be conclusively resolved by the Federal Circuit or the United States Supreme Court. Suspending this case would advance the interests of judicial economy and would avoid duplicative litigation of the liability issue. Granting defendant's motion to stay will allow plaintiffs to avoid the expenditure of unnecessary litigation costs. Not only would staying this case promote cost-effective litigation, but it would also streamline the ultimate resolution of this case on the merits once the common issues have been resolved by the Federal Circuit or the United States Supreme Court. Therefore, defendant's motion to stay is allowed.

CONCLUSION

(1) The court GRANTS defendant's motion for partial summary judgment as to the breach of contract claim (Count V) of the following five plaintiff properties: Millwood Apartments, Parthenia Manor Apartments, Market North Apartments II, San Tomas Gardens, and Su Casa Por Cortez. No costs.

(2) This case is STAYED pending final resolution of Cienega Gardens v. United States, No. 94-1C.

IT IS SO ORDERED.

WILKES C. ROBINSON, Senior Judge

1. In this case, there are currently a total of twenty-two plaintiffs owning twenty-eight properties. Southgate Apartments and Jefferson Court Apartments, owned by plaintiff Thetford Properties IV, were specifically excluded from the breach of contract claim in plaintiffs' Second and Third Amended Complaints. Plaintiff properties 1550 Beacon Plaza, 100 Centre Plaza, and Glenview Gardens Apartments were added to this action by the Third Amended Complaint, which was filed after plaintiffs' motion for partial summary judgment. They have yet to be added to this motion. The court additionally notes that defendant acknowledged the absence of these three properties in its response and cross-motion and reserved the right to respond to any motion on their behalf.

2. Anaheim Gardens, Cedar Gardens, Waipahu Tower, Indian Head Manor Apartments, Halawa View Apartments, Metro West Apartments, Millwood Townhouses, Napa Park Apartments, Ontario

Townhouses, The Palomar, Rock Creek Terrace Apartments, Sierra Vista I, Silverlake Village, River Falls Apartments, Deanswood Apartments, Glendale Court Apartments, Market North Apartments I, Foothill Plaza.

3. Millwood Apartments, Parthenia Manor Apartments, Market North Apartments II, Su Casa Por Cortez, San Tomas Gardens

4. Indian Head Manor Apartments, River Falls Apartments, Market North Apartments II, Deanswood Apartments, Glendale Court Apartments, Market North Apartments I, Su Casa Por Cortez, San Tomas Gardens

5. Millwood Apartments, Parthenia Manor Apartments, Waipahu Tower, Halawa View Apartments, Metro West Apartments, Millwood Townhouses, The Palomar, Rock Creek Terrace Apartments, Market North Apartments II

6. Millwood Apartments, Parthenia Manor Apartments, Ontario Townhouses, Market North Apartments II

7. Millwood Apartments, Parthenia Manor Apartments, Millwood Townhouses, Ontario Townhouses, Rock Creek Terrace Apartments

8. Anaheim Gardens, Cedar Gardens, Waipahu Tower, Metro West Apartments, Napa Park Apartments, The Palomar, Sierra Vista I, Silverlake Village, Su Casa Por Cortez, San Tomas Gardens, Foothill Plaza

9. Anaheim Gardens, Cedar Gardens, Metro West Apartments

10. Anaheim Gardens, Millwood Apartments, Parthenia Manor Apartments, Cedar Gardens, Waipahu Tower, Halawa View Apartments, Metro West Apartments, Millwood Townhouses, Napa Park Apartments, Ontario Townhouses, The Palomar, Rock Creek Terrace Apartments, Sierra Vista I, Silverlake Village, Market North Apartments II, Su Casa Por Cortez, San Tomas Gardens, Foothill Plaza