



**UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS**

**APPROVAL OF**

**PECHANGA BAND OF INDIANS  
RESIDENTIAL LEASING ORDINANCE**

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The attached Residential Leasing Ordinance, submitted by the Pechanga Band of Indians (listed in the Federal Register, Vol. 87, No. 19 FR 4639 (January 28, 2022) as the Pechanga Band of Indians), and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 23 pages and adopted by the Pechanga Band of Indians Tribal Council on January 18, 2022, is hereby approved.

Dated: MAR 25 2022

Assistant Secretary – Indian Affairs  
United States Department of the Interior

Pursuant to the authority delegated by 209 DM 8



**PECHANGA INDIAN RESERVATION**  
*Temecula Band of Luiseño Mission Indians*

Post Office Box 1477 • Temecula, CA 92593  
Telephone (951) 770-6000 Fax (951) 695-1778

Tribal Chairman:  
Mark Macarro

Tribal Council:  
Raymond J. Basquez Jr.  
Catalina R. Chacon  
Marc Luker  
Robert "R.J." Munoa  
Russell "Butch" Murphy  
Michael A. Vasquez

Tribal Secretary:  
Louise Burke

Tribal Treasurer:  
Robyn Delfino

**RESOLUTION OF THE  
PECHANGA BAND OF LUISEÑO INDIANS  
PECHANGA INDIAN RESERVATION**

**RESOLUTION# 210815-01**

**PURPOSE:** Enact the Pechanga Residential Leasing Code ("Code") to allow the Pechanga Tribal Council the power and authority to lease real property held in trust for the benefit of the Band for residential purposes in accordance with the Code.

**WHEREAS:** The Temecula Band of Luiseño Indians, sometimes referred to as the Pechanga Band of Luiseño Indians, federally recognized as the Pechanga Band of Luiseño Mission Indians of the Pechanga Reservation (hereafter referred to as the "Band"), is a sovereign federally recognized Indian Tribe; and

**WHEREAS:** The General Membership of the Band is the governing body of the Pechanga Indian Reservation and is governed by the Band's Constitution and Bylaws; and

**WHEREAS:** The Band is a customs and traditions tribe and desires to promote and protect its customs and traditions, rights, interests, common welfare, and enhance services to its members; and

**WHEREAS:** The Band is entitled to exercise all rights afforded to it under applicable law; and

**WHEREAS:** The Band desires to provide housing opportunities on the Pechanga Indian Reservation for tribal members through the leasing of tribal lands for residential purposes as set forth in the Residential Leasing Code (attached hereto as Exhibit A).

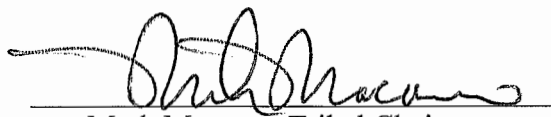
**NOW, THEREFORE BE IT RESOLVED THAT:** It has been determined by the General Membership of the Pechanga Band of Luiseño Indians that it is in the best interest of the Band to enact the Residential Leasing Code (attached hereto as Exhibit A).

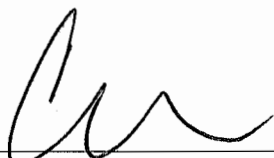
**BE IT FURTHER RESOLVED THAT:** The General Membership of the Pechanga Band of Luiseño Indians, as the lawful sovereign authority of the Band, hereby enacts the Residential Leasing Code (attached hereto as Exhibit A).

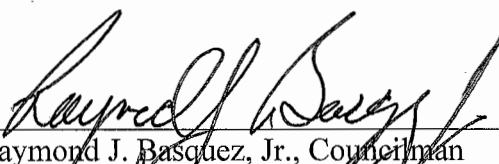
**BE IT FINALLY RESOLVED THAT:** This Resolution and the authorizations contained herein shall remain valid and continue in effect year-after-year until amended, modified, or rescinded by the General Membership.

### **CERTIFICATION**

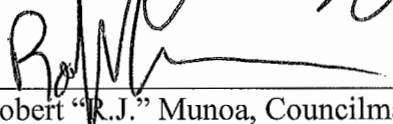
We, the undersigned, the duly elected officers of the Temecula Band of Luiseño Indians, sometimes referred to as the Pechanga Band of Luiseño Indians, federally recognized as the Pechanga Band of Luiseño Mission Indians of the Pechanga Reservation, do hereby certify that the foregoing Resolution (No. 210815-01) was adopted at a duly noticed General Membership Meeting held on the 15<sup>th</sup> day of August, 2021 by a vote of 168 yes, 13 no, and 0 abstaining, and that such Resolution has not been rescinded or amended in any way.

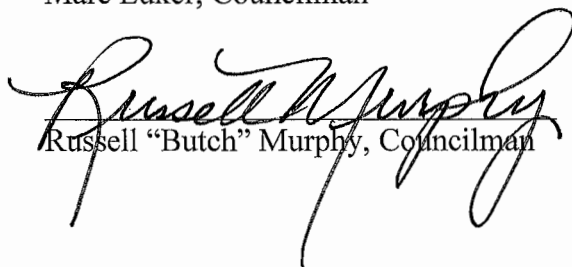
  
Mark Macarro, Tribal Chairman

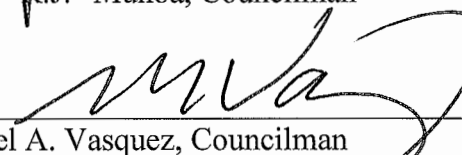
  
Catalina R. Chacon, Councilwoman

  
Raymond J. Basquez, Jr., Councilman

  
Marc Luker, Councilman

  
Robert "R.J." Munoa, Councilman

  
Russell "Butch" Murphy, Councilman

  
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Tribal Treasurer:  
Robyn Delfino

**TRIBAL COUNCIL EXECUTIVE ORDER RESOLUTION  
OF THE  
PECHANGA BAND OF LUISEÑO INDIANS  
PECHANGA INDIAN RESERVATION**

**EXECUTIVE ORDER # 220120-1.0.A**

- PURPOSE:** Approve the Pechanga Residential Leasing Code ("Code") with minor, technical amendments following mandatory consultation with the Department of Interior, Bureau of Indian Affairs.
- WHEREAS:** The Temecula Band of Luiseño Indians, sometimes referred to as the Pechanga Band of Luiseño Indians, federally recognized as the Pechanga Band of Luiseño Mission Indians of the Pechanga Reservation (hereafter referred to as the "Band"), is a sovereign federally recognized Indian Tribe; and
- WHEREAS:** The General Membership of the Band is the governing body of the Pechanga Indian Reservation and is governed by the Band's Constitution and Bylaws; and
- WHEREAS:** The Band is a customs and traditions tribe and desires to promote and protect its customs and traditions, rights, interests, common welfare, and enhance services to its members; and
- WHEREAS:** The Band is entitled to exercise all rights afforded to it under applicable law; and
- WHEREAS:** The Band approved the Code at a duly held General Membership meeting on August 15, 2021 (Resolution No. 210815-01); and
- WHEREAS:** The Band was required by the Department of Interior, Bureau of Indian Affairs to make minor, technical amendments to the Code in order to secure approval of the Code; and
- WHEREAS:** Section 9.3 "Non-Substantive Revisions" of the Code authorizes the Tribal Council to make technical revisions that do not affect the substance and meaning of the amended provisions; and
- WHEREAS:** The minor, technical amendments made to the Code pursuant to consultation with the Department of Interior, Bureau of Indian Affairs do not modify the substance or meaning of those amended provisions; and

**WHEREAS:** With these minor, technical amendments, the Band's Code will be approved by the Department of Interior, Bureau of Indian Affairs forthwith.

**NOW, THEREFORE BE IT RESOLVED THAT:** It has been determined by the Tribal Council that it is in the best interest of the Band to approve the amended Code as the technical revisions do not affect the substance and meaning of the Code or the amended provisions.

**BE IT FURTHER RESOLVED THAT:** The Tribal Council of the Pechanga Band of Luiseño Indians, as the lawful sovereign authority of the Band by and through the authorized delegation of the General Membership, hereby authorizes approval of the amended Code.

**BE IT FURTHER RESOLVED THAT:** The Tribal Council of the Pechanga Band of Luiseño Indians, as the lawful sovereign authority of the Band by and through the authorized delegation of the General Membership, commits the Band to complying with the amended Code, as approved by the Department of Interior, Bureau of Indian Affairs.

**BE IT FINALLY RESOLVED THAT:** This Tribal Council Executive Order Resolution and the authorizations contained herein shall remain valid and continue in effect year-after-year until amended, modified, or rescinded by the Tribal Council or the General Membership.

### **CERTIFICATION**

We, the undersigned, the duly elected officers of the Temecula Band of Luiseño Indians, sometimes referred to as the Pechanga Band of Luiseño Indians, federally recognized as the Pechanga Band of Luiseño Mission Indians of the Pechanga Reservation, do hereby certify that the foregoing Executive Order (No. 220120-1.0.A) was adopted by the Tribal Council of the Pechanga Band at a duly called Tribal Council meeting held on the 18<sup>th</sup> of January, 2022, by a vote of 6 yes, 0 no, and 0 abstaining, and that such Executive Order has not been rescinded or amended in any way.

\_\_\_\_\_  
Mark Macarro, Tribal Chairman

\_\_\_\_\_  
Catalina R. Chacon, Councilwoman

\_\_\_\_\_  
Marc Luker, Councilman

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Raymond J. Basquez, Jr., Councilman

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Robert "R.J." Munoa, Councilman

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Russell "Butch" Murphy, Councilman

\_\_\_\_\_  
Michael A. Vasquez, Councilman



**General Membership Resolution No. 210815-01**

**Tribal Council Executive Order**  
**Resolution No. 220120-1.0A**

**Residential Leasing Code**  
**(Pechanga Band of Luiseño Mission Indians Code of Ordinances Title 1,**  
**Division 7, Articles 1 through 9)**

# **PECHANGA BAND OF LUISEÑO MISSION INDIANS CODE OF ORDINANCES**

## **TITLE 1 GOVERNMENT CODE**

### **DIVISION 7 RESIDENTIAL LEASING CODE**

#### **ARTICLE 1 GENERAL PROVISIONS**

**1.1 Authority and Delegation.** This Residential Leasing Code is enacted by the General Membership pursuant to the powers vested to it under the Constitution and Bylaws, adopted December 10, 1978, and as may be amended from time to time (“Constitution”), as evidenced by General Membership Resolution No. 210815-01 and Tribal Council Executive Order Resolution No. 220120-1.0.A. Pursuant to Article VI, Section 1 of the Constitution, the General Membership hereby expressly authorizes and delegates to the Tribal Council the power and authority to lease any real property of the Band held in trust or restricted status, or lease space within facilities on Tribal Trust Land in accordance with federal law and this Code.

**1.2 Scope.** This Residential Leasing Code shall apply only to Leases of Tribal Trust Land for Residential Purposes approved by the Band pursuant to this Residential Leasing Code. This Code does not apply to mineral leases, leases of individually allotted land, leases of fee land, or to existing or future leases entered into by the Band under 25 U.S.C. §415(a), nor does it apply to any Lease with a term exceeding the maximum lease term authorized by 25 U.S.C. §415(h). This Code does not limit the authority of the Band and any prospective Lessee to enter into a Lease for a term not to exceed 75 years as currently authorized under the provisions of 25 U.S.C. §415(a). Nothing herein shall be construed to affect the terms and conditions of existing Leases, if any.

**1.3 Purpose.** The purpose of this Residential Leasing Code is to:

- (a) Recognize the authority of the Band by and through the Tribal Council, to issue, review, approve, and enforce Residential Leases and establish streamlined procedures for environmental review;
- (b) Promote self-determination, exercise sovereignty over Tribal Trust Land, and provide housing opportunities for tribal members on lands of the Pechanga Band of Luiseño Mission Indians;
- (c) Implement the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 (“HEARTH Act”), H.R. 205, 112<sup>th</sup> Cong. (2012) (25 U.S.C. §415 et seq.), and this Residential Leasing Code; and
- (d) Inform prospective Lessees of the nature, requirements, and process of leasing Tribal Trust Lands for residential purposes.

**1.4 Short Title.** This Residential Leasing Code shall be known and cited as the Residential Leasing Code, Pechanga Band of Luiseño Mission Indians Code of Ordinances Title 1, Division 7, Articles 1 through 9.

# **PECHANGA BAND OF LUISEÑO MISSION INDIANS CODE OF ORDINANCES**

## **TITLE 1 GOVERNMENT CODE**

### **DIVISION 7 RESIDENTIAL LEASING CODE**

#### **ARTICLE 2 DEFINITIONS**

**2.1 Definitions.** As used in this Residential Leasing Code, the capitalized terms set forth below shall have the following meanings:

- (a) Applicant. Applicant means the person seeking to enter into a Residential Lease authorized by this Residential Leasing Code.
- (b) Assignee. Assignee means the person to whom a Lessee assigns their rights and obligations under a Residential Lease.
- (c) Assignment. Assignment means an agreement between a Lessee and an Assignee whereby the Assignee acquires all or some of the Lessee's rights and assumes all or some of the Lessee's obligations under a Residential Lease.
- (d) Best Interest of the Band. Best Interest of the Band means the balancing of interests in order to preserve the sovereignty of the Band, use tribal resources efficiently and for the health, safety, and welfare of all tribal members, and promote housing options for tribal members within the Pechanga Indian Reservation.
- (e) Band. Band means the Pechanga Band of Luiseño Mission Indians, sometimes referred to as the Temecula Band of Luiseño Indians, federally recognized as the Pechanga Band of Luiseño Mission Indians of the Pechanga Reservation.
- (f) BIA. BIA means the Bureau of Indian Affairs, United States Department of the Interior.
- (g) Environmental Review Process. Environmental Review Process means the process for conducting tribal environmental review to assess whether a proposed Lease, as defined herein, will have a positive or negative environmental impact.
- (h) Environmental Reviewer. Environmental Reviewer means an official from the Band's Environmental Department or as otherwise designated by the Tribal Council or their designee, as determined by the Tribal Council.
- (i) Executing Official. Executing Official means the Tribal Chairman or his designee, as determined by the Tribal Council, who shall execute all Residential Leases of the Band, and take all necessary and proper action on Leases and Subleases including amendments, modifications, Assignments, and cancellations of Leases and Subleases.



- (j) Housing Unit. Housing Unit means all or any portion of any house, home, building, or other structure used as a residence by any person, which is located on Tribal Trust Land and subject to this Residential Leasing Code.
- (k) Lease. Lease means a written agreement or contract between the Lessor and a Lessee whereby the Lessee is granted a right to possess Tribal Trust Land for a specified purpose and duration. The Lessee's right to possess will limit the Lessor's right to possess the leased premises only to the extent provided in the Lease.
- (l) Leasehold Estate. Leasehold Estate means the possessory interest in Tribal Trust Land established pursuant to a Lease between the Lessor and the Lessee.
- (m) Leasehold Mortgage. Leasehold Mortgage means a Mortgage, or other instrument that pledges the Leasehold Estate of Lessee as security for debt or other obligation owed by the Lessee to a lender or other Mortgagee.
- (n) Leased Premises. Leased Premises means any portion of a Housing Unit or Tribal Trust Land described in any Residential Lease, any common areas, and adjoining grounds.
- (o) Leasing Decision. Leasing Decision in the context of the Environmental Review Process means the following type of lease transactions that will be acted on by the Tribal Council or their designee, as determined by the Tribal Council: lease issuance, lease amendment or modification, subleasing, lease Assignment or transfer, and tenant leases.
- (p) Lessee. Lessee means a person who has acquired a legal right to possess Tribal Trust Land by a Lease pursuant to this Residential Leasing Code.
- (q) Lessor. Lessor means the Band, who holds property title and conveys the right to use and occupy the property under a Lease.
- (r) LTRO. LTRO means the Land Titles and Records Office of the BIA.
- (s) Mortgage. Mortgage means a lien on a Leasehold Estate given to secure advances on a loan to purchase, construct, refinance, or renovate a Housing Unit or Permanent Improvement, and may refer both to a security instrument creating a lien, whether called a mortgage, deed of trust, security deed, or other term, as well as the credit instrument, or note, secured thereby.
- (t) Mortgagee. Mortgagee means any person, entity, or governmental agency which lends under a Leasehold Mortgage, and includes any Assignee.
- (u) Mortgagor. Mortgagor means the Band or any person or entity who has executed a Leasehold Mortgage.
- (v) Notice to Quit. Notice to Quit means a formal legal document provided by the Lessor to the Lessee in order to cure a breach of a Lease or to vacate the Leased Premises.
- (w) Permanent Improvement. Permanent Improvement means buildings, or other structures, and associated infrastructure attached to the Leased Premises.

- (x) Public. Public means, for purposes of this Residential Leasing Code, the General Membership of the Band, and any person or entity who can demonstrate that they will be directly substantially affected by the Lease or the lease activity.
- (y) Residential Lease(s). Residential Lease(s) means the same as Lease.
- (z) Residential Purpose. Residential Purpose means multi-family developments, single-family developments, and single-family residences:
  - (1) Administered by the Band or by a tribally-designated housing entity; or
  - (2) Substantially financed using a Tribal, Federal, or State housing assistance program, or a tribally-designated housing entity.
- (aa) Significant Effect on the Environment. Significant Effect on the Environment means a substantial, adverse change in the environment, including land, air, water, minerals, flora, fauna, ambient noise, cultural areas, and objects of historic, cultural, or aesthetic significance.
- (bb) Sublease. Sublease means a written agreement by which the Lessee grants to an individual a right to possession no greater than that held by the Lessee under a Residential Lease.
- (cc) Sublessee. Sublessee means an individual to whom Tribal Trust Land is subleased under a Sublease.
- (dd) Tribal Council. Tribal Council means the duly elected representatives of the Band pursuant to the Constitution and which is the governmental entity, or its designee, that has the statutory authority to perform the duties and responsibilities of the Lessor on behalf of the Band, and to approve or disapprove leasing transactions, which include, but are not limited to: lease issuance, bond, lease amendment or modification, subleasing, lease Assignment or transfer, tenant leases and lease terminations. The Tribal Council has the statutory authority to give final approval for all Residential Leases and has the authority to delegate some or all of its statutory authority to the appropriate tribal entities, as may be determined by the Tribal Council.
- (ee) Tribal Trust Land. Tribal Trust Land means all lands of the Band that is held in trust by the United States for the benefit of the Band.
- (ff) Trust or Restricted Status. Trust or Restricted Status means land the title to which is held by the Band and which can only be alienated or encumbered with the approval of the US because of limitations contained in the conveyance instrument pursuant to Federal law

# **PECHANGA BAND OF LUISEÑO MISSION INDIANS CODE OF ORDINANCES**

## **TITLE 1 GOVERNMENT CODE**

### **DIVISION 7 RESIDENTIAL LEASING CODE**

#### **ARTICLE 3 RESIDENTIAL LEASE REQUIREMENTS**

**3.1 Terms and Conditions.** Leases shall be governed by the terms and conditions set forth in the Residential Lease agreement or equivalent document. The standard terms and conditions may be modified only with the approval of the Tribal Council. The Lessee is responsible for understanding these terms and conditions.

**3.2 Approval Process.** After all the necessary requirements of this Residential Leasing Code have been met, a proposed Residential Lease shall be presented to the Tribal Council for approval. The approved Lease shall be executed on behalf of the Band by the Executing Official.

**3.3 Duration and Renewal.** No Lease shall be approved more than twelve (12) months prior to the commencement of the term of the Residential Lease. The term shall not be more than seventy-five (75) years.

**3.4 Eligibility for a Residential Lease.** All applications for a Residential Lease shall be filed with the Tribal Council or its designee on a form provided by the Band. In order to receive a Residential Lease, the following minimum requirements must be met:

- (a) An Applicant for a Residential Lease must be a Tribal Member at least eighteen (18) years or older.
- (b) A Tribal Member is allowed only one (1) Housing Unit within Tribal Trust Lands.

**3.5 Required Residential Lease Provisions.** Information on obtaining a Residential Lease shall be made available by the Band at its Tribal Government Center, 12705 Pechanga Road, Temecula, CA 92593.

- (a) All Residential Leases shall be in writing, and at a minimum shall:
  - (1) Describe the tract, location, or parcel of the land being leased within Tribal Trust Lands, with a legal description sufficient to meet LTRO requirements;
  - (2) State the purpose of the Lease and authorized uses of the Leased Premises;
  - (3) Identify the parties to the Lease;
  - (4) State the effective date and term of the Lease, which shall not exceed seventy-five (75) years;
  - (5) If the Residential Lease authorizes the Lessee to make Permanent Improvements during the term of the Lease, identify the general type and

location of each improvement, and the responsibility for constructing, owning, operating, and maintaining any Permanent Improvements to the Leased Premises during the Lease term, require reasonable notice to Lessor of the construction of any Permanent Improvement not described in the Lease and address the ownership and disposition of each improvement at the expiration or termination of the Lease;

- (6) Specify all rent and payment requirements, including acceptable forms of payment, payment due dates, payee and place of payment, and any interest;
- (7) For Leases that are not “housing for public purposes” as by the Band, provisions for periodic review and adjustment of the rent by the Tribal Council, or its designee, including how adjustments will be made, that they will occur at least every five (5) years, unless the Band determines that no such review is in the Best Interests of the Band, and how disputes regarding adjustments will be resolved;
- (8) State the due diligence, performance bond, and insurance requirements that apply, if any;
- (9) State the process for amendment, which shall be only in writing signed by both parties, and with the consent of any Mortgagee;
- (10) State the governing law, which may include Tribal laws and regulations, and any applicable federal statutes and regulations; and
- (11) Include or attach all other provisions required under any applicable federal statutes or regulations, including without limitation, each of the required terms for Residential Leases set forth in 25 C.F.R. Part 162.313.

### **3.6 Recording and Documenting Leases.**

- (a) The Band shall record Residential Leases, Subleases, Assignments, amendments, encumbrances, renewals, modifications and cancellations with: Land Title and Records Office, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825, or other such address as may be designated by the BIA.
- (b) The Band is responsible for maintaining all records of all Residential Leases and for disseminating recorded Lease documents to the Tribal Secretary, the Environmental Department, and if required by the Tribal Council, to the Housing Department, if any. A courtesy copy shall also be provided to the Pechanga Office of the General Counsel.
- (c) The Band shall send a copy of these Leases and all amendments and renewals for information purposes only to the Superintendent, Southern California Agency, Bureau of Indians Affairs, 1451 Research Park Drive, Riverside, CA 92507-2154, or other such address as may be designated by the Superintendent.
- (d) The Band shall send a copy of this Residential Leasing Code and a Lease that allows for lease payments directly to the Band to the Superintendent, Southern California

Agency, Bureau of Indians Affairs, 1451 Research Park Drive, Riverside, CA 92507-2154, or other such address as may be designated by the Superintendent.

- (e) For any Lease of Tribal Trust Land requiring payments to be made to the Band, the Band shall provide the Secretary of the Interior with such documentation of the Lease payments as the Secretary may request to enable the Secretary to discharge the trust responsibility of the United States with respect to Leased Premises.
- (f) Records of activities taken pursuant to this Residential Leasing Code are the property of the Band. Records compiled, developed, or received by the Tribal Council in the course of business with the Secretary of the Interior are the property of the Band.

**3.7 Environmental Review Process.** Unless exempted from this requirement under this Residential Leasing Code, the Tribal Council shall not approve a Residential Lease until the proposed residential Lessee has completed the Environmental Review Process under Article 7 of this Residential Leasing Code. Leases approved and executed without complying with this Section shall be null and void.

### **3.8 Improvements.**

- (a) The Lessee, at Lessee's expense or as otherwise provided in the Residential Lease, may construct Permanent Improvements on the Leased Premises under a Residential Lease subject to the terms and conditions of the Lease.
- (b) Where a Residential Lease permits the construction of Permanent Improvements on the Leased Premises, the Residential Lease shall address and, to the extent and in the manner deemed appropriate by the Tribal Council or their designee, provide specific terms and conditions and require the supply of documents regarding:
  - (1) A plan that describes the type and location of any improvements to be built by the Lessee;
  - (2) The Lessee's due diligence obligations to complete the improvements, subject to default under the Residential Lease;
  - (3) Ownership of the Permanent Improvements, and procedures for any transfer of ownership during the term of the Residential Lease;
  - (4) Responsibility for operation, maintenance, and management of the Permanent Improvements;
  - (5) Requirement for reasonable notice to the Tribal Council of any construction of any Permanent Improvement not described in the Residential Lease; and
  - (6) Whether the Permanent Improvements will remain on or be removed from the Leased Premises upon termination or expiration of the Residential Lease, and if the Permanent Improvements are to be removed, the Lessee's obligations, if any, with regard to restoration and reclamation of the Leased Premises. In its discretion, the Band may waive the requirement for removal and take possession of the permanent improvement.

### **3.9 Subleases; Assignments; Amendments; Encumbrances.**

- (a) Subleases, Assignments, amendments, or encumbrances of any Residential Lease shall be by written consent of the Tribal Council and Lessee, unless otherwise provided herein.
- (b) The Residential Leases may authorize Subleases and Assignments, in whole or in part, without approval from the Tribal Council and execution from the Executing Official, provided a copy of the Sublease or Assignment is provided to the Tribal Council and the following conditions, where applicable, are met and stated in the Residential Lease:
  - (1) There is no event of default under the Residential Lease or this Residential Leasing Code;
  - (2) Any restrictions and use limitations on the use of the premises shall continue to apply to any Assignee or Sublessee;
  - (3) The Assignee or Sublessee agrees in writing to comply with applicable laws, including Tribal laws, rules, and regulations;
  - (4) The Assignee or Sublessee agrees in writing to assume all of the obligations and conditions of the Residential Lease; and
  - (5) The Lessee shall not be relieved or released from any of its obligations under the Residential Lease.

This Section 3.9(b) in no way relieves the parties from carrying out their duties under the Residential Lease, which may contain additional restrictions and conditions.

### **3.10 Leasehold Mortgages.**

- (a) All Leasehold Mortgages under a Lease must be separately authorized by the Tribal Council, which may be given or withheld upon consideration of the Best Interest of the Band.
- (b) A Residential Lease may authorize a Leasehold Mortgage of the Leasehold Estate and must state the law governing foreclosure.
- (c) All Leasehold Mortgages and Assignments, amendments and sales relating thereto shall be recorded at the BIA LTRO with jurisdiction over Tribal Trust Land.

**3.11 Taxes.** Subject only to applicable Federal law, no fee, tax, assessment, levy, or charge imposed by a State or political subdivision shall apply to Permanent Improvements, activities under any Lease, or the leasehold or possessory interest on Tribal Trust Land. The Band may impose its own taxes or other charges on the same pursuant to the Tribal Tax Code and Federal law.

# **PECHANGA BAND OF LUISEÑO MISSION INDIANS CODE OF ORDINANCES**

## **TITLE 1 GOVERNMENT CODE**

### **DIVISION 7 RESIDENTIAL LEASING CODE**

#### **ARTICLE 4 RESIDENTIAL LEASE MANAGEMENT**

##### **4.1 Management.**

- (a) Except where required otherwise by agreement or applicable law, the Tribal Council or its designee shall manage all Residential Leases pursuant to this Residential Leasing Code.
- (b) The Tribal Council shall institute a Residential Leasing management plan or policy that employs real estate management practices, addresses accounting, collections, monitoring, enforcement, relief and remedies. The plan or policy developed pursuant to this provision shall not be inconsistent with, nor exceed the authority provided for, in this Code.

**4.2 Administrative Fees.** The Tribal Council may charge administrative fees for costs associated with issuing a Lease, Sublease, Assignment, amendment, mortgage, or other administrative action.



# **PECHANGA BAND OF LUISEÑO MISSION INDIANS CODE OF ORDINANCES**

## **TITLE 1 GOVERNMENT CODE**

### **DIVISION 7 RESIDENTIAL LEASING CODE**

#### **ARTICLE 5 ENFORCEMENT PROCEDURES & EVICTIONS**

**5.1 Generally.** For purposes of this Article 5, the term Lessee shall also include a Sublessee or Assignee, if a Lessor has subleased or assigned a Lease.

**5.2 Applicable Law.** Except where otherwise required by agreement or applicable law, the Tribal Council or its designee shall manage all Leases pursuant to this Residential Leasing Code. The law that will apply to all Leases authorized under this Residential Leasing Code will be in the following order: federal law, Tribal law (including, but not limited to, this Residential Leasing Code).

**5.3 Grounds for Eviction.** A Lessee may be evicted for:

- (a) Nonpayment of rent under a Residential Lease when such payments are not made after ten (10) calendar days of the date of payment set forth in the Lease, or ten (10) calendar days following the first day of the month in a month-to-month tenancy.
- (b) Any arrearage in rent, costs, or damages which have been due and owing for thirty (30) calendar days or more. The receipt by a Lessor of partial payment under a Lease shall not excuse the payment of any balance due upon demand.
- (c) Nuisance, illegal activity, damage, or destruction of property, injury to any person, or disturbance of the peace of other Lessees.
- (d) Violation of any of the Band's Tribal laws, regulations, and rules.
- (e) Occupation of any Leased Premises without permission or agreement, following any reasonable demand by a person in authority over the Leased Premises to leave.
- (f) Failure to comply with any term in the Lease which does not conflict with the provisions of this Residential Leasing Code or any other Tribal law.

**5.4 Notice to Quit Requirements.**

- (a) When Notice to Quit is Required. When a Lessee desires to obtain possession of the Leased Premises, and when there exists one or more legally cognizable reasons to evict a Lessee from the Leased Premises, the Lessor shall give written notice to the Lessee to quit possession of such Leased Premises.
- (b) Statement of Grounds for Eviction Required. The Notice to Quit shall be addressed to the known Lessees of the Leased Premises and shall state the reason(s) for

termination of the Lease and the date by which the Lessee is required to quit possession.

- (c) Form of Notice. The Notice to Quit shall be in a writing, in a form prescribed by the Tribal Council or its designee.
- (d) Time Requirements for Notice to Quit. The Notice to Quit must be delivered within the following periods of time:
  - (1) No less than seven (7) calendar days prior to the date to quit specified in the notice for any failure to pay rent or other payments required by the Lease.
  - (2) No less than five (5) calendar days prior to the date to quit specified in the notice for nuisance, serious damage to property, or injury to persons. In situations in which there is an emergency, such as a fire or condition making the Leased Premises uninhabitable, or in situations involving an imminent or serious threat to public health or safety, the notice may be made in a period of time which is reasonable under the circumstances.
  - (3) No less than fourteen (14) calendar days in all other situations.
- (e) Serving the Notice to Quit.
  - (1) Any Notice to Quit must be in writing, and must be delivered to the Lessee by: (1) a Pechanga Tribal Ranger; or (2) any person, not a party to the action, over the age of eighteen (18) years.
  - (2) Delivery will be effective when it is:
    - (i) Personally served to the Lessee; or
    - (ii) Personally delivered to an adult living in the Leased Premises with a copy delivered by certified mail to the Lessee.
  - (3) If the notice cannot be given by means of personal delivery, or the Lessee cannot be found, the notice may be delivered by means of:
    - (i) Certified mail, return-receipt requested, at the last known address of the Lessee; or
    - (ii) Securing a copy of the notice to the main entry door of the Leased Premises in such a manner that it is not likely to blow away, posting a copy of the notice in a public place near the Leased Premises, including the Band's tribal offices, or other commonly frequented Band facility, and sending a copy first class mail, postage prepaid, addressed to the Lessee at the Leased Premises.
  - (4) The person serving the notice must return the proof of service to the Lessor.
- (f) Pre-Eviction Options.
  - (1) Negotiated Settlement. After a Notice to Quit is served upon a Lessee, the Lessor and Lessee may engage in discussions to settle the issues between

the parties and avoid an eviction proceeding. The agreement to enter into discussions will not affect the rights of the parties unless the parties reach an agreement to waive any of their rights.

- (2) Stay of Proceedings. Where the parties mutually agree in good faith to proceed with such discussions, and formal eviction proceedings have been initiated, upon notice, the Tribal Court shall stay such proceedings until notified that a hearing is required or that a settlement has been reached.
- (3) Settlement Options. In reaching an agreement, the parties may consider, but are not limited to, the following options:
  - (i) The parties may employ the use of advocates or attorneys;
  - (ii) The parties may employ the use of a peacemaker;
  - (iii) The parties may agree to dismiss the matter in exchange for any agreement reached; and
  - (iv) The parties may agree to stipulate to a judgement to be entered by the Tribal Court.
- (4) Judicial Eviction. If, after the expiration date set forth in the Notice to Quit, the Lessee has not quit possession of the Leased Premises, the Lessor may file a complaint in the Tribal Court for eviction.

# **PECHANGA BAND OF LUISEÑO MISSION INDIANS CODE OF ORDINANCES**

## **TITLE 1 GOVERNMENT CODE**

### **DIVISION 7 RESIDENTIAL LEASING CODE**

#### **ARTICLE 6 COMPLAINTS & APPEALS**

**6.1 Complaint.** An Applicant who has reasonable grounds to believe that the Tribal Council has failed to comply with this Residential Leasing Code has the right to file a complaint under this Section.

**6.2 Form of Complaint.** The complaint shall be in writing, signed by the Applicant, describe the alleged noncompliance with this Residential Leasing Code which is the subject of the complaint, state all relief requested, and be addressed to the Tribal Council or its designee.

**6.3 Informal Resolution.** The Tribal Council or its designee shall make reasonable efforts to resolve the complaint informally, including but not limited to, attempting to schedule a meeting with the Applicant for such purpose. All complaints which are resolved through such informal resolution shall be reduced to writing and signed by the Tribal Council and the Applicant.

**6.4 Decision.** If a complaint is not resolved informally, the Tribal Council or its designee shall issue a decision on the complaint, which shall be in writing, signed by the Tribal Council or its designee. The Tribal Council or its designee shall deliver the decision to the Applicant no later than twenty (20) business days after receipt of the complaint. The decision of the Tribal Council or its designee shall be the final decision of the Band.

**6.5 Appeals.** In accordance with 25 U.S.C. §415(h)(8)(A), an Applicant who has exhausted the Band's remedies as set forth in this Residential Leasing Code may submit a petition to the Secretary of the Interior, at such time and in such form as the Secretary of the Interior deems appropriate, to review the Band's compliance with this Residential Leasing Code.

# **PECHANGA BAND OF LUISEÑO MISSION INDIANS CODE OF ORDINANCES**

## **TITLE 1 GOVERNMENT CODE**

### **DIVISION 7 RESIDENTIAL LEASING CODE**

#### **ARTICLE 7 ENVIRONMENTAL REVIEW PROCESS**

**7.1 Generally.** Unless exempt under this Article 7, the Tribal Council or its designee shall not approve a Residential Lease until the proposed Residential Lease has been through the Environmental Review Process pursuant to this Article and applicable Tribal regulations, if any. Leases approved and executed without compliance with this Article 7 shall be null and void. This process is intended to comply with the environmental review requirements of the HEARTH Act, ensuring that:

- (a) Any significant effects of the proposed action on the environment are identified and evaluated;
- (b) The Public is informed of and has a reasonable opportunity to comment on any proposed action as identified by the Tribal Council or its designee which results in a significant environmental impact as determined by the Tribal Council; and
- (c) The Tribal Council provides responses to relevant and substantive Public comments on such impacts before a Lease is approved.

#### **7.2 Categorical Exclusions.**

- (a) The following activities have been determined not to have a Significant Effect on the Environment; and therefore, are categorically excluded from the procedures set forth in this Article 7.
  - (1) Approval of a Residential Lease for use of an existing Housing Unit, including any existing associated Permanent Improvements, access roads, and utilities;
  - (2) Approval of a Residential Lease for five (5) acres or less of contiguous Tribal Trust Land for construction of a Housing Unit of one to four dwelling units, including any associated Permanent Improvements, access roads, and utilities; and
  - (3) Authorized Subleases where the activities authorized under the original Residential Lease will not materially change.
- (b) Where the Environmental Reviewer determines that a proposed Residential Lease is categorically excluded pursuant to this Section 7.2, the Environmental Reviewer shall issue a determination that the Lease does not require environmental review under this Article.

- (c) Notwithstanding this Section 7.2, the Environmental Review shall follow the procedures set forth in this Article if it is determined that extraordinary circumstances exist under which the residential use of the proposed Leased Premises may, individually or cumulatively, have a Significant Effect on the Environment.

### **7.3 Action on Leasing Decision Subject to Completion of Environmental Review Process.**

If the Environmental Reviewer determines that the Leasing Decision is subject to the Environmental Review Process, the Tribal Council or its designee may not consider the Leasing Decision until the Environmental Reviewer closes the Environmental Review Process in accordance with the process required by Section 7.4.

### **7.4 Environmental Review Process.**

- (a) Unless a categorical exclusion applies, the Tribal Council or its designee shall cause the effects on the environment of the intended uses authorized by the proposed Residential Lease to be identified and evaluated as follows:
  - (1) If the Environmental Reviewer determines that the uses authorized by the proposed Residential Lease will not have a Significant Effect on the Environment, then it shall cause the following to occur in the order set forth below:
    - (i) A finding of no significant impact shall be issued and posted in the Band's tribal offices with notice to the Public of the opportunity to comment on any Significant Effect on the Environment of the proposed action;
    - (ii) The Band may elect to hold a meeting if there is a substantial interest to provide an opportunity for the Public to comment on the finding of no significant impact;
    - (iii) Comments shall be reviewed and analyzed by the Environmental Reviewer, who shall prepare a report responding to relevant and substantive comments, if any, regarding the finding of no significant impact, which report shall be posted in the Band's tribal offices for a minimum of fifteen (15) calendar days; and
    - (iv) Unless there is a finding of a Significant Effect on the Environment, a final decision confirming that the uses authorized by the proposed Residential Lease are expected to have no Significant Effect on the Environment shall be issued, forwarded to the Tribal Council or its designee for approval, and posted in the Band's tribal offices for a minimum of fifteen (15) calendar days.
  - (2) If the Environmental Reviewer determines that the proposed Residential Lease will have a Significant Effect on the Environment, then it shall cause the following to occur in the order set forth below:
    - (i) A draft Tribal Environmental Impact Report ("TEIR") which identifies and evaluates any Significant Effect on the Environment

of uses authorized by the proposed Residential Lease shall be issued and posted in the Band's tribal offices for a minimum of thirty (30) calendar days, posted on the Band's external Tribal Government website, and a newspaper of general circulation;

- (ii) A meeting shall be held on the TEIR to provide an opportunity for the Public to comment on any Significant Effect on the Environment of the uses authorized by the proposed Residential Lease;
- (iii) Comments shall be reviewed and analyzed by the Environmental Reviewer, who shall prepare a report responding to relevant and substantive comments, if any, regarding the finding of no significant impact, which report shall be posted in in the Band's tribal offices for a minimum of thirty (30) calendar days and made available on the Band's external Tribal Government website;
- (iv) A final TEIR describing the conclusions of the Environmental Reviewer on the issues and evidence gathered under this Section 7.4 shall be issued and posted in the Band's tribal offices for a minimum of thirty (30) calendar days and made available on the Band's external Tribal Government website; and
- (v) A final decision assessing the potential for any Significant Effect on the Environment associated with the uses authorized by the proposed Residential Lease shall be issued, forwarded to Tribal Council or its designee for approval, and posted in the Band's tribal offices for a minimum of thirty (30) calendar days.



**PECHANGA BAND OF LUISEÑO MISSION INDIANS CODE OF ORDINANCES**

**TITLE 1  
GOVERNMENT CODE**

**DIVISION 7  
RESIDENTIAL LEASING CODE**

**ARTICLE 8  
SOVEREIGN IMMUNITY; SEVERABILITY**

**8.1     Sovereign Immunity.** Nothing in this Residential Leasing Code shall be deemed to waive the sovereign immunity of the Band or any of its enterprises, officers, agents, or employees.

**8.2     Severability.** If any provision of this Code or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions of applications of this Code which can be given effect without regard to the invalid provision or application, and to this end the provisions of this Code shall be severable.

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**TITLE 1  
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**ARTICLE 9  
EFFECTIVE DATE; AMENDMENTS; NON-SUBSTANTIVE REVISIONS**

**9.1 Effective Date.** This Residential Leasing Code shall take effect upon its adoption by the General Membership and approval by the Secretary of the Interior.

**9.2 Amendments.** This Residential Leasing Code may be amended or repealed only by a majority vote of the General Membership of the Band, acting at a duly noticed meeting. All major substantive amendments to this Residential Leasing Code must be submitted to and approved by the Secretary of the Interior.

**9.3 Non-Substantive Revisions.** Non-substantive revisions to this Residential Leasing Code, including formatting and other technical revisions that do not affect the substance and meaning of the provisions, may be made by the Tribal Council.