



# RESIDENTIAL LEASING

3700A E. Tachevah Drive, Suite 203  
Palm Springs, California 92262  
(760) 416-3289 FAX (760) 416-3628  
ResidentialLeasing@aguacaliente.net



## PROCESSING INSTRUCTIONS

BIA Approval is subject to 25 CFR § 162

LEASEHOLD TRANSACTIONS AND REQUIRED DOCUMENTATION **MUST** BE SUBMITTED TO THIS OFFICE FOR REVIEW AND SUBSEQUENT APPROVAL BY THE BUREAU OF INDIAN AFFAIRS (BIA), PRIOR TO RECORDING IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

**WITHOUT PRIOR BIA APPROVAL,  
YOUR LEASEHOLD TRANSACTION MAY BE INVALID.**

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# OVERVIEW

The review and approval process begins when Residential Leasing receives a submittal package containing a leasehold transaction(s), for example, an assignment/sale and deed of trust, supporting documentation, and all applicable fees. The process concludes with approval of the transaction(s) by the Bureau of Indian Affairs.

The detailed requirements for each Submittal Package are provided after the following overview of the processing timelines, the option for rush processing, fees, and how errors within a submission are handled.

## 1. STANDARD PROCESSING TIMELINE

Transactions are placed into a queue based on the date and time received. An initial review is completed within **seven (7) to ten (10) business days** of receipt, not including holidays and weekends.

## 2. RUSH PROCESSING (OPTIONAL)

A submittal package of one or more transactions (excluding foreclosures, deeds-in-lieu, administrative cancellations, or unauthorized transactions of any type) may be submitted for **RUSH** processing, subject to the additional fee of **\$500.00 per transaction** and the requirements detailed in *Exhibit F, Rush Transactions*.

**However, transactions cannot be elevated to RUSH status after initial submission. During peak periods, the RUSH processing option may not be available.**

## 3. FEES

**Documents will not be accepted or placed in the queue for processing until all fees are paid.**

### a. Administrative Fees (See: *Exhibit G*)

- a. Acceptable: Personal checks, money orders, or certified funds.
- b. Payable to: **Agua Caliente Band of Cahuilla Indians (ACBCI)**.
- c. Unacceptable: Cash or credit cards.
- d. **Administrative Fees are nonrefundable.**

### b. Transfer/Encumbrance Fees and the Demand Statement

In addition to (and separate from) Residential Leasing's Administrative fees, there may be transfer and/or encumbrance fees due to the lessor, the lessor's agent, or the BIA on behalf of the Lessor. These fees and related demand statements must be submitted in the initial submission.

### c. If the BIA collects the lease payments (See: *If Lease is Managed by BIA (mini-master)*):

- i. You **must** contact the BIA's accounting department at 760-416-2133.
- ii. Any transfer/encumbrance fees due are separate from Residential Leasing's administrative fees and are payable to the Bureau of Indian Affairs (BIA).

### d. If the lease is **not** managed by the BIA: Contact the Lessor or their agent to determine any applicable transfer/encumbrance fees. If needed, Residential Leasing can provide Lessor's contact information.

### e. Insufficient Funds or Stop Payment Items

- a. Items returned for "insufficient funds" or "stop payment" are subject to additional fees.

## 4. CORRECTIONS OR EXCESSIVE ERRORS

### a. After a complete review, processing, and approval of any submittal found to contain errors, it is **placed on hold until all of the requested corrections** have been received from the client.

- a. All requested corrections must be submitted at one time; no piecemeal submittals.
- b. Clients have five (5) business days to submit all requested corrections.
- c. If corrections are not received within 5 business days, the entire submittal package is returned, minus administrative fees. Any extensions of the 5-day deadline are at Residential Leasing's discretion, and the client must request the extension in advance of the deadline.

### b. Prior to a complete review, if a submittal package is found to contain excessive errors, material errors, or is missing required fees, the process may be stopped and all documents returned minus a \$100 fee.

# REQUIREMENTS FOR THE SUBMITTAL PACKAGE

The following requirements apply to each submittal package. On receipt, if a submittal package is found to be missing any required items, the entire submittal is subject to immediate rejection.

## 5. GENERAL REQUIREMENTS FOR ALL SUBMITTAL PACKAGES

- a. A Title Verification Report (TVR) **must** be obtained from the Land Titles and Records Office (LTRO) prior to submitting your transaction; this will confirm the current federal vesting (*See: Title Verification Report*).
- b. One (1) **Blue Ink Certified** County recorded copy of applicable Sublease, Amendment, and/or Restatement, unless verified by LTRO that a County recorded copy is in the federal file (*See: Title Verification Report*).
- c. All submittal packages **must** include a cover/transmittal letter that:
  - a. Identifies the transaction by its **PSL#, tract, lot, and/or unit number**, for example, PSL-000, Tr 12345, L-99, U12 (in addition to PSL# and tract#, some properties only have a Lot or Unit).
  - b. States the type of transaction(s) being submitted (i.e., Assignment, Deed of Trust).
  - c. Provides the submitter's contact information (name, phone number, email address).
  - d. Lists the check(s) enclosed by check number, amount, and payee.
  - e. Indicates if you want any corrections and final documents mailed (*See Picking-up Documents*).
- d. All fees due and made payable to the correct entities **must** be included at the time of submittal (*See: Fees*).
- e. Other than actual signatures, all documents **must** be typed; **handwritten documents are not acceptable**.
- f. Two (2) original sets of documents, identical to each other, i.e., vesting, signatures, dates (dates on notary acknowledgments may differ).
- g. Certified documents **must** meet Residential Leasing's requirements (*See: Certification of Documents*).
- h. Signatures **must** be in the formats required by Residential Leasing (*See: Signing Authority*).
- i. All required AKA statements **must** be provided at submittal (*See: AKA Statement*).
- j. Vesting **must** be identical throughout forms (*See: Vesting*).
- k. All Deeds of Trusts for the current title holder require lender payoff documentation (*See: Encumbrances*).
- l. A current Demand Statement for leases managed by the BIA (*See: Leases Managed by BIA (mini-master)*).
- m. Escrow Instructions, if applicable, signed by all applicable parties, **Blue Ink Certified**.
- n. **Use of Correct Forms is Mandatory**
  - a. Only forms that have been "Approved as to Form" by the BIA will be accepted for processing transfers; **altered or created forms will not be accepted**.
  - b. Depending on the specific lease, approved forms can be obtained from the BIA, Lessor, or agent for the Lessor. Contact Residential Leasing for assistance and direction.
- o. **If transferring title, also see: Vesting and Exhibit A.**
- p. **If financing/refinancing (including junior liens), also see: Financing/Refinancing Checklist, Exhibit B.**
- q. **If foreclosing upon a Deed of Trust, also see: Foreclosure Checklist, Exhibit C.**
- r. **If the lease is managed directly by the BIA, also see: Leases Managed by the BIA (mini-master).**
- s. Additional documentation may be required upon submission.

## **6. TITLE VERIFICATION REPORT (TVR)**

- a. A **TVR is required** and **must** be obtained from LTRO prior to the submission of any transaction.
- b. The Title Verification Report (TVR) outlines the current federal vesting, identifies any Bureau of Indian Affairs (BIA)-approved encumbrances (such as Deeds of Trust) associated with the present title holder, and confirms whether a county-recorded copy of the sublease, supplemental agreements, amendments, or related documents is included in the federal file. Additionally, it indicates the presence of any reconveyance documentation within the federal records.
- c. Unauthorized Transfers or Unauthorized Deeds of Trust are not listed on the TVR.
- d. Contact the Land Titles and Records Office (LTRO) at [ltroservices@aguacaliente.net](mailto:ltroservices@aguacaliente.net) (760) 699-6869 to request a TVR..

## **7. LEASES MANAGED BY THE BIA (MINI-MASTER)**

*If the Bureau of Indian Affairs (BIA) collects the lease payments, there may be additional transfer/encumbrance fees, payable to the BIA, that are separate from Residential Leasing's fees.*

- a. Contact the BIA's accounting department at **760-416-2133** for:
  1. Assistance to determine if any transfer/encumbrance fees are payable to the BIA, and
  2. A BIA Demand Statement/Letter, which **must be current and provided** within the submittal package.
- b. Consent from the Lessor for mini-master assignments and encumbrances is usually obtained from the BIA by Residential Leasing.

## **8. CERTIFICATION OF DOCUMENTS**

- a. Where certification of a document is required, it will be specified to be submitted in one of the following forms: **Blue Ink Certified** or **Court Certification** (original "wet stamp" if a Court Issued Document has not been County Recorded).
- b. If a **Blue Ink Certified** document is required by these Instructions or Exhibits, it **must** be submitted using Residential Leasing's format for the stamp (*See Example, Exhibit "H"*).
  1. The stamp shall be located on the front page.
  2. The stamp cannot cover any printed material.
  3. The stamp must include the signature of the submitting party.
  4. The stamp must include the total number of pages.
- c. If the sublease has not been recorded in the County, you can obtain a **"County recordable copy"** that can be recorded in the County Recorder's Office directly from **LTRO** at 760-699-6452.
- d. **Blue Ink Certified** is the default standard **if** the type of certification required is not specified.
- e. If an Original document is required, it will be specified within these Processing Instructions.

## **9. SIGNATURES AND SIGNING AUTHORITY**

- a. All signatures **must** be notarized (*See: Notary Acknowledgments*).
- b. If signing **as an individual**, the person's name **must** be typed below the signature line.
- c. If signing **other than as an individual (i.e., as an entity, trust, or on behalf of an estate)**, the name of the Company/Entity/Trust/Estate **must** be typed above the representative's signature, and the name and title of the representative(s) **must** be typed below the signature line(s).
- d. If signing in a capacity **other than as an individual**, current documentation indicating signing authority **must** be provided and **Blue Ink Certified**. The documentation **must** specifically indicate the capacity to bind, sell, and/or transfer for the entity and the representative's title.
  1. **Corporation:** **Blue Ink Certified** Articles of Incorporation and Corporate Resolution.
  2. **LLC:** **Blue Ink Certified** Articles of Organization/Formation and Operating Agreement.
  3. **Partnership:** **Blue Ink Certified** Partnership Agreement.
  4. **Trust:** **Blue Ink Certified** Certification of Trust, dated within 90 days, that:
    - i. **must** be executed by the current Trustees and notarized,
    - ii. **must** indicate how the title to the Trust assets is to be taken,
    - iii. **must** contain language stating that the Trust has not been revoked, modified, or amended in a manner that would alter the representations made.
    - iv. **Do not submit any Social Security numbers to our office; they are not required and could result in a rejection of your transaction.**

**If there is a Successor Trustee, due to the death of a prior Trustee,** submit a copy of the decedent's death certificate and, as applicable, an Affidavit of Death of Trustee, Acceptance of Trusteeship, and Certification of Trust -- all **Blue Ink Certified**. **Do not submit the actual Trust document.**

## **10. VESTING**

- a. **Assignor/Seller:** Assignor's vesting **must** match verbatim on the submitted documentation to the current vesting within the federal file (*See: Title Verification Report*).
- b. **Assignee/Buyer:** Assignee's vesting **must** be identical throughout all documents submitted for approval.
- c. **If an entity is involved,** see *Signatures and Signing Authority*.

## **11. AKA STATEMENT**

A **Blue Ink Certified** *Also-Known-As Statement (AKA)* is required if the name of an individual differs on documentation (including a notary or signing authority document). *The AKA must be signed by an interested party to the transaction.* For Example: an AKA is required for an individual referenced in documents as both "Jane Doe" and "Jane A. Doe".

## **12. NOTARY ACKNOWLEDGEMENTS**

***Notary Acknowledgments that do not meet the following criteria will be rejected. Please note that, as the accepting entity, Residential Leasing's determination of whether a Notary Acknowledgment is acceptable for processing purposes is not contingent nor dependent on any outside entity's assessment.***

- a. Each Notary Acknowledgment should be on a separate page.
- b. The date of the Notary **must** be on or after the execution date.
- c. Notarial acts completed by California Notaries **must** be executed in compliance with applicable California State laws (refer to the current California Notary Handbook).
- d. If the notary public is outside of California, the acknowledgment **must** be completed in accordance with the notarial laws and regulations of the Notary's governing state. The out-of-state Notary Public is not to utilize the State of California acknowledgment form. The Notary Public should use the acknowledgment form authorized by their local jurisdiction.
- e. Notary Public's stamp or embossed seal is required and **must** be legible, photographically reproducible, and, if an embossed seal, it **must** be shaded in.
- f. Any changes made to the notary acknowledgment **must** be initialized by the Notary Public who executed the document and be permissible by the Notary's governing state.
- g. Use of corrective tape, or correction liquids (i.e., "White Out") is not accepted.
- h. Notary clarity forms are not accepted.
- i. Incomplete notary acknowledgments will be returned, delaying review and approval.
- j. As the accepting entity, Residential Leasing may use its discretion to process a Notary Acknowledgment without corrections; if the submitting client assumes responsibility for resubmission and all resulting fees, should the County reject the transaction for recording.
- k. The current California Notary Acknowledgment form can be found at the California Secretary of State Website: [Certificate of Acknowledgments](#) (See Exhibit H)

## **13. LEGAL DESCRIPTION**

- a. If the legal description is a separate page in the transaction (an Exhibit "A"), it **must** be correctly identified.
- b. If the legal description is within an approved form fillable document, ensure it is filled out correctly.
- c. If the legal description is not form-fillable, it **must be verbatim** to the approved legal description within the federal file, usually located within the most recently approved Sublease, Amendment, etc.
- d. Additional language may not be added to the approved legal description, except for the Lessor's introductory paragraph and/or "leasehold interest" introductory phrase (see below).
  - a. A Lessor's introductory paragraph may be required; contact the Lessor for direction.
  - b. A "leasehold interest" introductory phrase may be added: "A leasehold interest in and to: . . .".

#### **14. ENCUMBRANCES/LOANS**

Encumbrances (financing, refinancing, or junior liens) require consent and approval, a property may not be over-encumbered (i.e., the maximum loan to value (LTV) cannot exceed 100%), and the term of a loan may never exceed the term of the lease; for related requirements see: *Financing/Refinancing Checklist, Exhibit B*.

#### **15. IN THE EVENT OF A LESSEE'S/HOMEOWNER'S DEATH**

Federal vesting held at the time of death determines the documentation required to make a title change.

Typical requirements (in addition to all other specific requirements for the type of transaction) are:

- a. Copy of the decedent's Death Certificate, **Blue Ink Certified**.
- b. Copy of the decedent's Affidavit of Death, if applicable, **Blue Ink Certified**.
- c. Court Orders and supporting documents, stating how the estate (specifically the leasehold) shall be distributed and by whom, **Blue Ink Certified** or original **Court Certification** (original "wet stamp" if a Court Issued Document has not been County Recorded).
- d. Do not provide a will. Provide Court documents and applicable supporting documents, **Blue Ink Certified**, or original **Court Certification** as described above.
- e. If the title is held by an entity (i.e., a trust), *see Signatures and Signing Authority*.
- f. An AKA Statement if the name on the death certificate differs from the current vesting and the difference is not acknowledged within an Affidavit of Death (*See AKA Statement*).

### **AFTER APPROVAL**

#### **16. PICKING-UP DOCUMENTS**

Upon BIA approval, a notification is sent via email to the individual listed on the cover letter.

- a. Couriers/individuals picking up documents **must** have the PSL, Tract, Parcel, Lot, and/or Unit No.
- b. If you are out of the area, indicate in your cover letter how you want your documents returned:
  1. If by FedEx, provide a printed FedEx label and type of shipment (i.e., overnight).
  2. If by another carrier, you must complete (fill-in) and provide Residential Leasing with their required labels/airbills, applicable packaging, and contact the service directly to schedule the pick-up.

#### **17. WHEN YOU RECORD AT THE COUNTY RECORDER**

Many leases require transactions to be County recorded. As the County requires all signatures to be notarized, but the approval page issued by the BIA generally is not, the County may request the BIA's approval page to be placed at the back of the transaction to facilitate recording. The County Recorder may also require a specific form (obtained directly from the County Recorder's office) to be attached to the transaction.

#### **18. QUESTIONS**

- a. For any questions or concerns, contact Residential Leasing at [residentialleasing@aguacaliente.net](mailto:residentialleasing@aguacaliente.net) and (760) 416-3289.

# **EXHIBITS**





# RESIDENTIAL LEASING

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## TITLE TRANSFER CHECKLIST (Assignments, Individual-to-Trust, Etc.)

BIA Approval is subject to 25 CFR § 162

REQUIRED DOCUMENTATION **MUST** BE SUBMITTED TO THIS OFFICE FOR REVIEW AND APPROVAL PRIOR TO RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE.  
**WITHOUT PRIOR APPROVAL THE TRANSACTION MAY BE INVALID.**

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**The following general requirements apply to the submittal package for each Assignment transaction.**

1. A Title Verification Report (TVR) **must** be obtained from LTRO (*See: Title Verification Report*)
2. Administrative Fee of \$350.00\*, made payable to ACBCI.
3. Two (2) **Original** sets of: Assignment, Acceptance & Agreement, Consent documents, and Legal Descriptions on approved forms. (*See: Requirements for the Submittal Package*).
4. **Assignor/Seller:** Assignor's vesting **must** match verbatim on the submitted documentation to the current vesting within the federal file (*See: Title Verification Report*).
5. **Assignee/Buyer:** Assignee's vesting **must** be identical throughout all documents submitted for approval.
6. **If an entity is involved,** *See Signatures and Signing Authority*.
7. **Legal description** **must** match federal legal description verbatim (*See: Legal Description*).
8. Signatures **must** be in the formats required by Residential Leasing (*See: Signatures and Signing Authority*).
9. If signing as an entity or trust, proof of authority to sign must be provided. (*See: Signatures and Signing Authority*).
10. AKA statements, if required, must be provided at the submittal (*See: AKA Statement, Exhibit H*).
11. **Escrow Instructions** signed by all parties, if applicable, **Blue Ink Certified**.
12. One (1) **Blue Ink Certified** Recorded Copy of applicable Sublease, Amendment, and/or Restatement, if not contained within the federal file. (*See: Title Verification Report*).
13. If a mini-master, then provide a current Demand Statement from BIA.
14. If the current title holder has executed prior DOTs, one of the following **must** be provided for each DOT:
  - a. **Blue Ink Certified** copy of the Reconveyance. The Trustee and Beneficiary named in the Reconveyance **must** match the DOT in the file; IF NOT, provide documentation that "ties" all entities together.
  - b. **Blue Ink Certified** Seller's/Assignor's Escrow Closing Statement (signed by current Lessee) stating each open loan being paid in full and a letter from the lender stating the current payoff amount. The lender on payoff **must** match the Lender on BIA approved DOT; if not, provide documentation tying the entities together.

### Unauthorized Transactions (i.e., Deeds of Trust and/or Assignments)

- Any Unauthorized Transactions **must** be cured (resolved) before subsequent transactions are processed. At Residential Leasing's discretion, a subsequent transaction may be held pending resolution of the prior.
- Refer to the Specific Unauthorized Checklist for assistance and additional fees due.

\*See Residential Leasing's Overall Processing Instructions for current fees, timelines, and other applicable requirements.

### Exhibit A



# RESIDENTIAL LEASING

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## FINANCING/REFINANCING CHECKLIST (Deeds of Trust)

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REQUIRED DOCUMENTATION **MUST** BE SUBMITTED TO THIS OFFICE FOR REVIEW AND APPROVAL  
PRIOR TO RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE.  
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1. The property/leasehold may not be over-encumbered (maximum LTV cannot exceed 100%).
2. The term of the loan **must** not exceed the term of the lease.
3. A Title Verification Report (TVR) **must** be obtained from LTRO (*See: Title Verification Report*)
4. Administrative Fee of \$350.00\*, made payable to ACBCI. (Redrawing a Deed of Trust after the initial review may result in an additional \$350.00, as an additional review will be required.)
5. One (1) **Original** and One (1) **Blue Ink Certified** Deed of Trust, including all riders and exhibits.
6. One (1) **Blue Ink Certified** copy of the Note and any addendums to the Note; **DO NOT submit the original Note.**
7. **Borrower(s)** on the DOT **must** match the current federal leasehold vesting verbatim (*See: Vesting*).
8. **Legal description must** match federal legal description verbatim (*See: Legal Description*).
9. Signatures **must** be in the formats required by Residential Leasing (*See: Signatures and Signing Authority*)
10. If signing as an entity or trust, proof of authority to sign must be provided (*See: Signatures and Signing Authority*).
11. AKA statements, if required, must be provided at the submittal (*See: AKA Statement, Exhibit H*).
12. **Escrow Instructions** signed by all parties, if applicable, **Blue Ink Certified**.
13. **Appraisal or a BIA acceptable valuation** obtained in conjunction with the financing and dated within one year of the DOT, **Blue Ink Certified**.
14. **Lessor's Consent:** One (1) **Original** and One (1) **Blue Ink Certified**. The Lessor may have additional requirements apart from, but not in lieu of, Residential Leasing requirements. Contact the Lessor directly.
15. **County Recorded Documents:** One (1) **Blue Ink Certified** recorded copy of applicable Sublease, Amendment, and/or Restatement, if not contained within the federal file. (*See: Title Verification Report*)
16. Prior DOTs on the subject leasehold by the current lessee require the following documentation:
  - a. **Blue Ink Certified** copy of the Reconveyance. The Trustee and Beneficiary named in the Reconveyance **must** match the DOT in the file; IF NOT, provide documentation that "ties" all entities together.
  - b. **Blue Ink Certified** Seller's Escrow Closing Statement (signed by Trustor as indicated on said loan) stating open loan(s) is/are being paid in full and a letter from the lender stating the current payoff amount. Lender payoff **must** match the Lender on the BIA approved DOT, IF NOT, provide documentation tying entities together.
17. **Blue Ink Certified** Buyer's Escrow Closing Statement (signed by Buyer) that provides loan amount(s) being taken out against the leasehold.

### Unauthorized Transactions:

- Any Unauthorized Transactions **must** be cured (resolved) before subsequent transactions are processed. At Residential Leasing's discretion, a subsequent transaction may be held pending resolution of the prior.
- Refer to the Specific Unauthorized Checklist for assistance; additional fees shall be due.

\*See Residential Leasing's overall Processing Instructions for current fees, timelines, and other applicable requirements.

### Exhibit B



# RESIDENTIAL LEASING

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## FORECLOSURE CHECKLIST

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**Only a BIA approved encumbrance may be foreclosed upon, and it must be by the approved encumbrancer. All terms of the lease must also be in compliance. Otherwise, see the *Unauthorized Deed of Trust Checklist* to cure the encumbrance prior to foreclosure.**

**The following general requirements apply to each foreclosure transaction.**

1. A completed TVR. (*See: Title Verification Report*)
2. Administrative Fee of \$1,500.00\*, made payable to ACBCI.
3. One (1) **Blue Ink Certified** County recorded copy of applicable Sublease, Amendment, and/or Restatement, if not contained within the federal file. (*See: Title Verification Report*).
4. Submit one (1) **Blue Ink Certified** set of all County recorded documentation supporting the foreclosure, i.e., Deed of Trust, Substitution of Trustee or Beneficiary, Notice of Default, Notice of Sale (full and complete chain).
5. For any DOT against the leasehold by the current Lessee, recorded prior to the foreclosing DOT, provide one (1) **Blue Ink Certified** County recorded copy of the following:
  - a. **Blue Ink Certified** copy of all reconveyed DOTs (trustee and beneficiary **must** match that of the DOT in the file if NOT; provide documentation to tie all entities together, including all applicable signing authority, **Blue Ink Certified**); OR
  - b. Subordinated (subordination agreement), OR
  - c. Foreclosure is of a junior lien.
6. One (1) **Blue Ink Certified** copy of the Trustees' Deed upon Sale.
7. If TDUS is being utilized for the title to be held by the third party, then the following **must** also be provided:
  - a. Two (2) **Original** Acceptance & Agreement forms and any other documentation required by the lease.
  - b. If signing as an entity or trust, proof of authority to sign must be provided (*See: Signatures and Signing Authority*).
  - c. AKA statements, if required, **must** be provided at the submittal (*See: AKA Statement, Exhibit H*).
8. If the Beneficiary is acquiring title via the TDUS and then doing a subsequent Assignment, *See: Title Transfer Checklist, Exhibit A, and Residential Leasing Instructions*.

\*See **Residential Leasing's Overall Processing Instructions** for current fees, timelines, and other requirements.

**Exhibit C**



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## UNAUTHORIZED DEED OF TRUST CHECKLIST (UDOT)

BIA Approval is subject to 25 CFR § 162

REQUIRED DOCUMENTATION **MUST** BE SUBMITTED TO THIS OFFICE FOR REVIEW AND APPROVAL PRIOR TO RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE.  
**WITHOUT PRIOR APPROVAL THE TRANSACTION MAY BE INVALID.**

**Any unauthorized Deed of Trust for the current Lessee must be resolved/cured before proceeding with any subsequent transaction.**

The following items are required for each UDOT.

1. The property/leasehold may not be over-encumbered (maximum LTV cannot exceed 100%).
2. The term of the loan **must** not exceed the term of the lease.
3. A Title Verification Report (TVR) **must** be obtained from LTRO (See: Title Verification Report)
4. Administrative Fee of \$500.00\*, made payable to ACBCI.
5. If a Unit/Lot under PSL-121 and a First Amendment is attached, an additional fee of \$350\* is required.
6. There may be additional fees due to the lessor, the lessor's agent, or the BIA on behalf of the Lessor that are separate from those fees collected by Residential Leasing.
7. Deed of Trust: Two (2) **Blue Ink Certified** copies of the UDOT, including all riders, exhibits, attachments, etc.
8. Note: One (1) Blue Ink Certified copy of the related Note, including all riders, exhibits, and attachments, etc.
9. Reconveyance: If the UDOT has been paid in full, two (2) **Blue Ink Certified** copies of the Reconveyance.
10. Valuation: One (1) **Blue Ink Certified** copy of the Appraisal obtained in conjunction with financing, or another form of valuation accepted by the BIA and dated within 1 year of the UDOT.
11. Consent: One (1) Original and One (1) **Blue Ink Certified** Lessor's Consent **OR**
12. Note: If approval of the UDOT is being requested in conjunction with foreclosure and if the parties to the UDOT are no longer on the property, the submitting party may provide a letter indicating this requirement cannot be met and are taking responsibility for any errors or additional costs that may arise if all facts are not provided upon approval.
9. For any **BIA approved** DOT against the leasehold by the current Lessee, then the following **must** be provided:
  - a. **Blue Ink Certified** copy of all reconveyed DOTs (trustee and beneficiary **must** match that of the DOT in the file if NOT; provide documentation to tie all entities together, **Blue Ink Certified**); OR
  - b. Subordinated (subordination agreement); OR
  - c. Foreclosure is of a junior lien.
10. **Blue Ink Certified** Closing Statement (signed by the parties) stating the loan is being paid in full.
11. **Blue Ink Certified** letter from the lender indicating the current payoff amount for the loan. The lender of payoff **must** match the Lender from the BIA approved DOT in the file; if NOT, provide documentation to tie all entities together, **Blue Ink Certified**.

\*See **Residential Leasing's Overall Processing Instructions** for current fees, timelines, and other requirements.

### Exhibit D





# RESIDENTIAL LEASING

3700A E. Tachevah Drive, Suite 203  
Palm Springs, California 92262  
(760) 416-3289 FAX (760) 416-3628  
ResidentialLeasing@aguacaliente.net



## UNAUTHORIZED TRANSFER GUIDANCE (i.e., Unauthorized Assignments)

BIA Approval is subject to 25 CFR § 162

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**WITHOUT PRIOR APPROVAL THE TRANSACTION MAY BE INVALID**

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### **Any unauthorized transfer of the Subleasehold must be resolved/cured before proceeding with any subsequent transaction.**

Unless exempted by federal regulations, a transfer of a sublease requires execution upon BIA approved forms, payment of any processing and transfer fees, and BIA approval; any other transfer of the Subleasehold interest (i.e., by Grant or Quitclaim Deed, etc.) is considered an Unauthorized Transfer (UT). When a UT has occurred, it must be addressed through Residential Leasing and the BIA before any subsequent transfer of the Subleasehold can occur. Please review the following information for addressing UT transactions and utilize it in conjunction with the requirements of the Residential Leasing Processing Instructions and Title Transfer Checklist.

1. **Administrative Fees** are payable to ACBCI, per Residential Leasing's Fee Schedule:
  - a. \$500.00 (transactions executed in 2010 and post-2010).
  - b. \$250.00 (transactions executed prior to 2010 are charged the standard transaction fee in recognition that prior to 2010, unauthorized transfers may not have been addressed uniformly).

Residential Leasing UT Fees are in addition to any of the fees the [sub]Lessor may require, and/or any applicable transfer fees. This applies regardless of whether the UT resolution is addressed on Assignment forms or acknowledged within one BIA approval page for a subsequent, pending Assignment.
2. **Copies:** Two (2) **Blue Ink Certified** copies of the County-recorded Unauthorized Transfer document (Residential Leasing retains one, and one is returned to the client).
3. **Assignment Package** (executed to resolve the UT):
  - a. If all parties to the Unauthorized Transfer (UT) are living: The Assignment page, Legal Description, Acceptance & Agreement, and Lessor's Consent\*, must be completed in accordance with the Residential Leasing Instructions and Title Transfer Checklist.
  - b. If one or more, but not all, of the parties to the UT are deceased: The living parties must formalize the UT (Grant Deed/Quitclaim) on the applicable Assignment, Acceptance, and Consent forms. The recorded Quitclaim or Grant Deed and the documents required within the IN THE EVENT OF A HOMEOWNER DEATH section of the Residential Leasing Instructions shall be used to support the Assignment.
  - c. If all parties to the UT are deceased: The recorded Quitclaim or Grant Deed and the documents required within the IN THE EVENT OF A HOMEOWNER DEATH section of the Residential Leasing Instructions shall be used as supporting documents for Assignment to a new party.

\*Depending on the facts of the transaction, and only if there is a subsequent, pending assignment, the [sub]Lessor may authorize Residential Leasing to move forward with an acknowledgment in place of [sub]Lessor's consent by issuing a signed and dated letter on the [sub]Lessor's letterhead stating that: (1) they are aware of the unauthorized transfer on the PSL, Tract, Unit/Lot, between the Assignor and the Assignee, and (2) they wish to move forward, and (3) that an acknowledgment of the UT within an approval page for a subsequent/pending assignment is acceptable in lieu of the standard forms (The Lessor's consent and the notary acknowledgment).

**Exhibit E**

#### 4. Other Considerations

- a. If there are several UTs (i.e., in and out of Trusts), related fees are due for each transaction, but all *may* be recognized on one approval page for the Assignment to the new buyer.
- b. “Inter-Spousal Transfer Deeds” are not addressed when one spouse, who was not on prior vesting, is waiving rights to the title-holder spouse taking title as “sole and separate property”.
- c. Deeds of Trust – Any approved or unauthorized Deed of Trust on file for the title holder must be addressed per Residential Leasing’s Instructions (i.e., reconveyance documents, etc.).
- d. **Additional information and/or documentation may be required** by Residential Leasing once a submitted transaction has received an initial review.

\*See **Residential Leasing’s Overall Processing Instructions** for current fees, timelines, and other requirements.

#### Exhibit E (cont.)



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## RUSH TRANSACTIONS

BIA Approval is subject to 25 CFR § 162

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**WITHOUT PRIOR APPROVAL THE TRANSACTION MAY BE INVALID.**

Residential Leasing is happy to offer clients the option to expedite transactions (the “RUSH” option). However, the RUSH process is optional and offered at Residential Leasing’s discretion, depending on the number of current transactions in-house.

1. A package of one or more transactions may be submitted using the **RUSH** option, subject to additional fees of **\$500.00\* per transaction** and the requirements detailed within the applicable Residential Leasing Processing Instructions. Foreclosure, Deeds-in Lieu, and any Unauthorized (i.e., Unauthorized Deed of Trust or Unauthorized Transfers) transactions may not be submitted as a RUSH.
2. Submittal packages cannot be elevated to RUSH status after initial submission.
3. Using RUSH status elevates the submittal package in the queue and ensures an initial review within **two (2)-business days of receipt (48 hours)**, not including holidays & weekends.
4. RUSH transactions received after 3:00 P.M. will be processed as being received at **8:00 A.M. the next business day and will receive an initial review within two business days of that date.**
5. RUSH status requires all transactions within a package to be submitted in RUSH status, and RUSH fees are in addition to any other applicable fees. For example:
  - i. Assignment Fee (\$350 + RUSH FEE \$500) = \$850.00
  - ii. Deed of Trust Fee (\$350 + RUSH FEE \$500) = \$850.00
  - iii. Total Processing Fees Due: \$1,700.00
6. RUSH Status is only available for regular Assignments, Deeds of Trust, and initial Subleases.
7. Transactions requiring corrections will delay the process beyond the two (2) day period.
8. If an unauthorized transaction is found during the review of a RUSH, we will continue to process the file; however, the transaction loses RUSH status and forfeits the RUSH fee(s) paid

### Unauthorized Deed(s) of Trust (UDOT):

- Any UDOTs **must** be cured (resolved) before any subsequent transaction will be processed.
- Request and refer to the Unauthorized Deed of Trust Checklist for assistance.

\*See Residential Leasing’s Overall Processing Instructions for current fees, timelines, and other requirements.

### Exhibit F



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## ADMINISTRATIVE FEE SCHEDULE

### RESIDENTIAL SUBLEASE

|                                                                                                    |            |
|----------------------------------------------------------------------------------------------------|------------|
| Residential Subleases Approval as to Form .....                                                    | \$500.00   |
| Residential Subleases* (Initial Purchase after Construction) .....                                 | \$500.00   |
| Residential Subleases Assignment (Lease/Lot/Unit/Etc.) .....                                       | \$350.00   |
| Residential Subleases Amendment (Amendment, Supplemental, Restatement or other Modification) ..... | \$500.00   |
| Foreclosure of Residential Sublease.....                                                           | \$1,500.00 |
| Termination of Residential Sublease** .....                                                        | \$500.00   |
| Unauthorized Assignment of Sublease (occurred 2010- Present) .....                                 | \$500.00   |
| Unauthorized Assignment of Sublease (occurred prior to 2010) .....                                 | \$250.00   |
| Unauthorized Foreclosure of Residential Sublease.....                                              | \$2,000.00 |

### RESIDENTIAL DEED OF TRUST

|                                                            |            |
|------------------------------------------------------------|------------|
| Residential Construction Deed of Trust .....               | \$1,000.00 |
| Residential Commercial Deed of Trust .....                 | \$500.00   |
| Refinance of Residential Sublease .....                    | \$350.00   |
| Subordinate Deed of Trust** .....                          | \$350.00   |
| First Amendment to Sublease (Specific to PSL-121) ** ..... | \$350.00   |
| Unauthorized Deed of Trust (UDOT)** .....                  | \$500.00   |

### TIMESHARE

|                                                                                |          |
|--------------------------------------------------------------------------------|----------|
| Timeshare Approval as to Form .....                                            | \$500.00 |
| Timeshare Assignment .....                                                     | \$350.00 |
| Assignment, Acceptance and Agreement, and<br>Consent Trustees Deed upon Sale** |          |
| Timeshare Amendment .....                                                      | \$500.00 |
| Mutual Termination of Timeshare .....                                          | \$500.00 |

### TIMESHARE DEED OF TRUST

|                                         |          |
|-----------------------------------------|----------|
| Purchase of Timeshare Sublease .....    | \$350.00 |
| Refinance of Residential Sublease ..... | \$350.00 |
| Subordinate Deed of Trust .....         | \$350.00 |

### MISCELLANEOUS

|                                                        |          |
|--------------------------------------------------------|----------|
| Rush Service for Each Transaction (RUSH FEE) ** .....  | \$500.00 |
| Lot Line Adjustment .....                              | \$350.00 |
| Returned Check Fee*** .....                            | \$50.00  |
| Transaction History Fee*** .....                       | \$100.00 |
| Administrative Cancellation for each transaction ..... | \$500.00 |

\*All Subleases included, for example, Residential, Successor, Condominium, and Unit. etc.

\*\* In addition to all other applicable fees.

\*\*\*Plus, fees charged by applicable financial institutions

Exhibit G





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### EXAMPLES OF SUPPORTING DOCUMENTS

#### Blue Ink Certification

The following statement or a similar statement must be stamped in **blue ink** on the copies submitted to Residential Leasing.

I hereby certify that this document of \_\_\_\_\_page(s) is a true, and correct copy of the original.

I hereby certify that this  
document of  
7 page(s) is a true  
and correct copy of the  
original  
Indigo Sage

#### AKA Statement

The AKA (also known as) statement must include the date, the included verbiage below, and the signature (s) of each person with the name variance or the submitting party.

- AKA Verbiage

This letter is to certify that "INSERT NAME" AND "INSERT NAME VARIANCE" are the same person.

Date: January 7, 2026,

This letter is to certify that "Indigo Sage" and "Indigo L. Sage-Ashton" are the same person.

Indigo Sage  
Indigo Sage

#### Exhibit H

## Notary Acknowledgement

*Notary Acknowledgments that do not meet the following criteria will be rejected. Please note that, as the accepting entity, Residential Leasing's determination of whether a Notary Acknowledgment is acceptable for processing purposes is not contingent nor dependent on any outside entity's assessment.*

Residential Leasing adheres to Federal and State guidelines for Notary acknowledgements. Below you will find the current California Notary Acknowledgment form, which can be found at the California Secretary of State website: <https://www.sos.ca.gov/notary/acknowledgments>. If the form (or an update officially published by the California Secretary of State) is used, we will not reject the Acknowledgment based on the pre-printed information. However, it is subject to rejection based on the information filled in the blanks.

| <b>ACKNOWLEDGMENT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</div> <div>State of California<br/>County of _____)</div> <div style="margin-top: 20px;">On _____ before me, _____<br/>(insert name and title of the officer)</div> <div style="margin-top: 10px;">personally appeared _____,<br/>who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</div> <div style="margin-top: 10px;">I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</div> <div style="margin-top: 10px;">WITNESS my hand and official seal.</div> <div style="margin-top: 20px;">Signature _____ (Seal)</div> |  |
| <div style="display: flex; justify-content: flex-end; gap: 10px;"><div style="border: 1px solid black; padding: 2px 10px; background-color: #0000FF; color: white;">Clear Form</div><div style="border: 1px solid black; padding: 2px 10px; background-color: #0000FF; color: white;">Print Form</div></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |

If the Notary is outside of California, the out-of-state Acknowledgment **must** be completed in accordance with the Notary's governing state regulations. However, Residential Leasing does not accept a California Acknowledgment form completed by an out-of-state Notary Public. The Notary Public should use the form authorized by their local jurisdiction.

**Exhibit H (cont.)**

## Certification of Trust Requirements

For transactions involving a Trust, a completed **Certification of Trust** is required. This document may be presented in various formats. Below is a sample of a California Certification of Trust form that, when properly completed, meets our requirements.

If a similar form is submitted, the Certification will not be rejected based on its pre-printed content. However, please note that the information entered into the form must be accurate and complete, as errors or omissions may result in rejection.

**Important:** Do not include Social Security Number (SSN) data anywhere on the form.

### **CERTIFICATION OF TRUST** PURSUANT TO CALIFORNIA PROBATE CODE SECTION 18100.5

- I(We), \_\_\_\_\_ trustee(s) of the:  
\_\_\_\_\_ confirm the following facts:
1. The \_\_\_\_\_  
is currently in existence and was created on \_\_\_\_\_ (Date of creation of trust)
  2. The settlor(s) of the trust are as follows: \_\_\_\_\_
  3. The currently acting trustee(s) of the trust is (are): \_\_\_\_\_
  4. The power of the trustee(s) includes: [a] The powers to sell, convey and exchange and full access to bank accounts and other assets ☐ YES ☐ NO (Check one) [b] The power to borrow money and encumber the trust property with a deed of trust or mortgage ☐ YES ☐ NO (Check one):
  5. The trust is ☐ (a) revocable; ☐ (b) irrevocable (Check one) and the following party(ies) if any, is (are) identified as having the power of to revoke the trust:  
\_\_\_\_\_
  6. The trust ☐ (a) does; ☐ (b) does not (Check one) have multiple trustees. If the trust has multiple trustees, the signatures of all the trustees or of any \_\_\_\_\_ of the trustees is required to exercise the powers of the trust.
  7. The trust identification number is as follows: DO NOT FILL-IN SOCIAL SECURITY NUMBER (SSN) (SS# or EIN# )
  8. Title to trust assets shall be taken in the following fashion:  
\_\_\_\_\_
  9. This Declaration is prepared and executed pursuant to California Probate Code Section 18100.5.
- Signed under penalty of perjury, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

**ALL SIGNATURES MUST BE NOTARIZED BY A NOTARY PUBLIC**

**SAMPLE**

**Exhibit H (cont.)**