

[PROPOSED] ORDINANCE 09-____

Be it enacted by the Tribal Council of the Colorado River Indian Tribes (hereinafter “CRIT” or “Tribal Council”) an ordinance establishing procedures for obtaining possession of real property within the Colorado River Indian Reservation, to be effective _____ 2009, as follows:

FORECLOSURE CODE

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FORECLOSURE CODE

[NOTE: Except as otherwise noted the provisions of Ordinance No. ____ were enacted on _____, and becomes effective upon its enactment.]

CHAPTER 1. FORECLOSURE.

Section 1-101. Lien Priority and Recording

(1) All mortgage loans recorded in accordance with the recording procedures set forth in this Foreclosure Ordinance, including leasehold mortgages, and including loans made, guaranteed, insured or held by a governmental agency, shall have priority over any lien not perfected at the time of such recording and any subsequent lien or claim excepting a lien or claim arising from a tribal leasehold tax assessed after the recording of the mortgage. In those cases where the government direct, guaranteed, or insured mortgage is created as a second mortgage, the loan shall assume that position.

(2) On Tribal trust, other federally restricted land and any other lands owned by CRIT, mortgage loan documents shall be recorded by filing with the Land Titles and Records Office at the Bureau of Indian Affairs (BIA). On fee simple land, mortgage loan documents shall be filed in the office of the recording officer of the county where the property is situated.

Section 1-102. Foreclosure of Security Interest.

(1) To recover any debt or enforce or foreclose any right secured by a mortgage or other security interest on non-trust real or non-trust personal property, or any right secured by a leasehold mortgage for property on land held in trust, situated or located on the Reservation, such action shall be filed in the Tribal Court and shall be made in accordance with the procedures outlined in this Chapter.

(2) Notwithstanding any other provision to the contrary, if the debt for which the encumbrance is held is not all due, but is payable in installments, whether such debt is evidenced by one or more principal notes or otherwise, such encumbrance may be foreclosed, at the election of the holder thereof, for the installment or installments due or other charges that are to be paid by the mortgagor, and the Court may by its judgment, direct the sale of the encumbered property or of the equity of the defendants therein, or so much thereof as may be necessary to satisfy the amount due, and such encumbrance shall otherwise remain in full force and effect and the holder thereof shall have the right to foreclose on the balance or any part thereof.

(3) A borrower/mortgagor shall be considered to be in default if he or she is thirty (30) days past due on his or her mortgage payment(s) or is in violation of any covenant under the mortgage for more than thirty (30) days.

(4) When a borrower/mortgagor becomes thirty (30) days delinquent on their mortgage payments and before any foreclosure action or activity is initiated, the lender/mortgagee must complete the following:

(a) Make a reasonable effort to arrange a face-to-face interview at the mortgaged property with the borrower/mortgagor.

(b) Lender/mortgagee shall document that it has made at least one phone call to the borrower/mortgagor (or the nearest phone as designated by the borrower/mortgagor, able to receive and relay messages to the borrower/mortgagor) for the purpose of trying to arrange a face-to-face interview.

(5) When the borrower/mortgagor has been delinquent on three or more installment payments and at least ten (10) days before initiating a foreclosure action in Tribal Court, the lender must advise the borrower/mortgagor in writing by mail or by posting prominently on the unit, with a copy provided to the Tribes, as follows:

(a) Advise the borrower/mortgagor that information regarding the loan and default will be given to credit bureaus.

(b) Advise the borrower/mortgagor of homeownership counseling opportunities/programs available through the lender or otherwise.

(c) Advise the borrower/mortgagor of other available assistance regarding the mortgage/default.

(d) Notify the borrower/mortgagor of a leasehold mortgage that if they remain in default on three installment payments, the lender/mortgagee may ask the applicable US Government Agency to accept assignment of the leasehold mortgage if this is a requirement of the US Government program.

(e) Notify the borrower/mortgagor of the availability or and qualifications for forbearance relief from the lender/mortgagee, if any.

(f) Provide the borrower/mortgagor with names and addresses of lender/mortgagee and/or government officials, if any, to whom further communications may be addressed.

(6) If a borrower/mortgagor has been in default under a mortgage, leasehold mortgage or other security interest for three or more installment payments and the lender/mortgagee has complied with the procedures set for above, the lender/mortgagee may commence a foreclosure proceeding in the Tribal Court by filing a verified complaint.

(7) Except where they would conflict with specific provisions outlined within this Code, the CRIT Law & Order Code and Local Rules of Civil Procedure apply to actions commenced under this Code.

Section 1-103. Action to Foreclose Interest in Personal Property.

(1) An action to foreclose a security interest in non-trust personal property shall be commenced by filing a complaint in the Tribal Court.

(2) The Tribal Court shall determine the issues presented and may, by its judgment, direct the sale of the encumbered property, or so much thereof as is necessary, and direct the application of the proceeds to the costs of court, the expenses of such sale, and the amount due the plaintiff. If it appears that the proceeds thereof are insufficient and that an amount still remains due, the Court can direct the entry of a judgment for such balance against the defendant or defendants.

(3) If it is reasonably made to appear after the complaint is filed that the collateral is in imminent danger of being concealed, removed from the Reservation, or otherwise disposed of in a manner inconsistent with the security interest, the court may order the person having possession or control over such property to appear and show cause why such property should not be taken into the custody of the court or other security provided to prevent the improper disposal of the collateral.

Section 1-104. Action to Foreclose Leasehold Mortgage

(1) An action to foreclose a leasehold mortgage for property located on land held in trust shall be commenced by filing a complaint in the Tribal Court if the alleged default has not been cured.

(2) A complaint to foreclose a leasehold mortgage shall name as parties all persons who claim an interest in said property as a result of a proper recordation of such interest in either the Tribal or Land Titles and Records Office at the Bureau of Indian Affairs (BIA), as applicable. No interest of the CRIT, whether recorded or not, may be affected in any action in which the Tribe is not a party by its own affirmative action or consent. Interests in the secured property which are not recorded may be affected as if recorded and the owner thereof made a party.

(3) The Tribal Court shall determine the issues presented and if it finds for lender/mortgagee, the Tribal Court shall enter judgment:

(a) Foreclosing the interest of the borrower/mortgagor and each other defendant, including subordinate lienholders, in the lease and leasehold mortgage; and

(b) Assign the lease to the lender/mortgagee or the lender's designated assignee subject to the following provisions:

(i) The lender must give the Tribe the right of first refusal on any acceptable offer to purchase the lease or leasehold mortgage which is subsequently obtained by the lender or lender's designated assignee.

(ii) The lender or lender's designated assignee may only transfer, sell or assign the lease and/or leasehold mortgage to a tribal member, the Tribe, of the tribal Housing Authority.

(iii) Any other transfer, sale or assignment of the lien or leasehold mortgage shall only be made to a tribal member, the Tribe or the tribal Housing Authority during the remaining period of the leasehold.

(iv) Any transfer, sale, or assignment must be in compliance with the terms as outlined within the lease creating the leasehold mortgage.

(4) Sections 1-105, 1-106, 1-107, 1-108, 1-109, and 1-110 contained herein are not applicable in the foreclosure of a leasehold mortgage on trust property.

(5) In any foreclosure proceedings on a leasehold mortgage where the Tribe is not named as a defendant, a copy of the summons and complaint shall be mailed to the Attorney General of the Tribe by certified mail, return receipt requested, within five (5) days after the issuance of the summons. If the lessor is not the Tribe, this notice will also be mailed to the lessor at the same time the notice is mailed to the Tribe. If the location of the lessor cannot be ascertained after reasonable inquiry, a copy of the summons and complaint shall be mailed to the lessor in care of the Superintendent of the applicable agency of the Bureau of Indian Affairs.

(6) The Tribe or any lessor may petition the Tribal Court to intervene in any lease or leasehold mortgage foreclosure proceeding under this Code. Neither the filing of a petition for intervention by the Tribe, nor the granting of such petition by the Tribal Court shall operate as a waiver of the sovereign immunity of the Tribe, except as may be expressly authorized by the Tribe.

(7) There shall be no merger of estates by reason of the execution of a lease or leasehold mortgage or the assignment or assumption of the same, including an assignment adjudged by the Tribal Court, or by operation of law, except as such merger may arise upon satisfaction of the leasehold mortgage.

Section 1-105. Action to Foreclose Mortgage on Non-Trust Real Property.

(1) An action to foreclose a mortgage or other security interest in non-trust real property shall be commenced by filing a complaint in the Tribal Court.

(2) A complaint to foreclose a security interest in real property shall name as parties all persons who claim an interest in said property as a result of a proper recordation of such interest in either the Tribal or county records or both, as applicable. No interest of the CRIT, whether recorded or not, may be affected in any action in which the Tribe is not a party by its own affirmative action or consent. Interests in the secured property which are not recorded may be affected as if recorded and the owner thereof made a party.

(3) The Tribal Court shall determine the issues presented and may, by its judgment, direct the sale of the encumbered property or so much thereof as is necessary, and direct the application of the proceeds to the costs of court, the expenses of sale, and to the amount due the plaintiff. If it

appears that the proceeds thereof are insufficient and that an amount still remains due, the Court can direct the entry of a judgment for such balance against the defendant or defendants.

Section 1-106. Sale of Property - Notice.

(1) Before the sale of real property subject to a decree of foreclosure and order of sale, notice thereof must be given as follows: by posting written notice of the time and place of the sale giving a specific legal and general description of the property for 20 days in at least four public places of the Reservation, including one copy posted at the Tribal Headquarters, one Copy posted in the post office nearest the property to be sold, one copy posted on the property to be sold, and one copy posted at the Tribal Court Building.

(2) If ever there is a sale of property conducted without at least good faith, substantial compliance with the notice requirements as set forth herein, said sale may be declared void and of no effect by the Tribal Court.

Section 1-107. Conduct of Sale.

(1) All sales of property under decrees of foreclosure and orders for sale must be made at auction, conducted at the Tribal Headquarters, to the highest bidder between the hours of 9:00 a.m. and 5:00 p.m. on any business day.

(2) Once sufficient property has been sold to satisfy the judgment plus the costs of court and of the sale, no more property shall be sold.

(3) If a purchaser refuses to pay the amount bid by him for property sold to him at sale, the officer conducting the sale may again sell the property to the highest bidder and if any loss be occasioned thereby, the officer may recover the amount of such loss, plus costs, from the bidder so refusing, in the Tribal Court. When a purchaser refuses to pay, the officer may, in his discretion, thereafter reject any subsequent bid of such person.

Section 1-108. Title to Real Property.

(1) On a sale of real property, the purchaser is substituted to, and acquires all of the right, title, interest and claim of the judgment debtors thereto.

(2) The property so acquired is subject to redemption as provided herein.

(3) At the time payment for the sale is made, the officer conducting such sale must give to the purchaser a Certificate of Sale containing: a) the name of the purchaser; b) the name of the judgment debtor; c) the particular legal description of property sold; d) the price bid for each particular lot or parcel (if applicable); e) the total price paid; and f) that the sale is subject to redemption.

(4) The officer conducting the sale shall provide the purchaser with sufficient certified copies of the Certificate of Sale that the purchaser may file one copy with the office of the Recorder in

each county where the property is located. The purchaser shall be provided with one certified copy for his own records and one copy shall be filed with the officer's return on the sale in the Tribal Court.

(5) If the purchaser of real property sold pursuant to an order of sale, or his successor in interest, fails to obtain possession of the property as a consequence of irregularity in the proceedings related to the sale, or because the property sold was not subject to execution and sale, the Court having jurisdiction thereof must, after notice and on motion of such party in interest, revive the original judgment in the name of the petitioner, for the amount paid by such purchaser, with interest thereon at the rate of 8% per annum, and the judgment so revived has the same force and effect as would the original judgment as of the date of revival.

Section 1-109. Redemption.

(1) All real property sold as provided herein is subject to redemption in the manner hereinafter provided by the judgment debtor or his successor in interest in the whole or any part of the property.

(2) The judgment debtor or redemptioner may redeem real property from the purchaser within two months after the sale by paying the purchaser for the amount of his purchase together with interest thereon at the rate of 12% per annum from the date of sale to the date of redemption, together with the amount of any assessments or additional costs that the purchaser may have paid thereon after the date of the purchase.

(3) Written notice of redemption must be given to the Tribal Court, the Tribal Attorney General's Office and a duplicate filed with the office of the County Recorder in each county in which the property is situated.

(4) If the debtor redeems, the effect of the sale is terminated and he is restored his estate.

(5) Upon redemption by the debtor, the person to whom the payment is made must execute and deliver to him sufficient copies of a Certificate of Redemption acknowledged and proved before an officer authorized to take acknowledgments of conveyances of real property. Copies of such certificates shall be filed at the appropriate county recorder's office and the CRIT Attorney General's Office.

(6) If no redemption is made within two months, the purchaser or his assignee is entitled to a conveyance by means of a Deed at the expiration of such time. Such Deeds shall be recorded at the appropriate county recorder's office and the CRIT Attorney General's Office.

(7) Redemption payment must be made in U.S. currency or by certified or Cashier's check and be made to the purchaser or for him to the officer who made the sale or his successor in office.

(8) A judgment debtor or successor in interest desiring to redeem property must present to the person from whom he seeks to redeem or the officer: i) a certified copy of the judgment and

order of sale under which he claims a right to redeem; and ii) his own affidavit that he is the person entitled to redeem and showing the amount due to effect the redemption.

(9) Until expiration of the time for the redemption, the Court may restrain the commission of waste or changing the character of the property, but it shall not be waste for the person or entity entitled to possession of the property to continue to use it in the manner it had been previously used, or use it in the ordinary course of husbandry, or to make necessary repairs thereon, or to make a reasonable use of the wood and timber thereon for the benefit of the property or the possessor in his reasonable enjoyment of the property.

(10) The purchaser from the time of sale until redemption is entitled to receive from the tenants in possession, the rents of the property sold, or the value of the use and occupation thereof.

Section 1-110. Surpluses and Deficiencies From Sales.

(1) If there remains surplus money remaining after the payment of the costs of court and of the sale and payment of the judgment creditor, such funds shall be distributed by the Court to the judgment debtor or other person entitled thereto.

(2) A deficiency judgment may be entered by the Court in a case involving the foreclosure and sale of real property whenever the amount due under the secured indebtedness plus costs of court and of the sale exceed the reasonable value of the property at the time of sale. The Court is not bound by the price for the property received at the sale but may take evidence to determine the actual reasonable value.

CHAPTER 2. ACTIONS TO RECOVER POSSESSION OF REAL PROPERTY

Section 2-101. "Unlawful Detainer" Defined.

A person commits an unlawful detainer if, being a tenant of real property with a term of less than his life, he either:

- (1) Continues in possession, in person or by subtenant, of the property or any part thereof; after the expiration of the term for which it is let to him. In all cases where real property is leased or rented for a specified term or period, or by express or implied contract, whether written or parole, the tenancy shall be terminated without notice at the expiration of such specified term or period; or
- (2) Continues in possession, in person or by a subtenant or assignee, of the property after the person's interest in the property has been foreclosed in a foreclosure proceeding in Tribal Court; or
- (3) Having leased or rented property for an indefinite time with monthly or other periodic rent reserved, he continues in possession thereof in person or by subtenant after the end of such month or period after having been served with notice requiring him to quit the premises at the end of such month or period, such notice having been served upon him fifteen or more days prior to the end of such month or period, or in cases of tenancies at will, where he remains in possession of such premises after the expiration of a notice of not less than five days; or
- (4) When he continues in possession, either in person or by subtenant, after default in the payment of any rent and after a notice in writing requiring in the alternative the payment of the rent or the surrender of the detained premises shall have remained uncomplished with for a period of three days; or
- (5) When he assigns or sublets the leased or rented property contrary to the covenants in the lease or contract, or commits or permits waste thereon, or when he sets up or carries on thereon any unlawful business, or when he suffers, permits or maintains on or about said premises any nuisance, and remains in possession after service upon him of a notice to surrender the premises within three days; or
- (6) Continues in possession in person or by subtenant, after a neglect or failure to perform any material condition or covenant of the lease or rental agreement under which the property is held, other than those herein before mentioned, and after notice in writing requiring in the alternative the performance of such conditions or covenants or the surrender of the property served upon him, and, if there is a subtenant in actual occupation of the premises, also upon such subtenant, shall remain uncomplished with for five days after service thereof. Within the five-day period, any subtenant, or mortgagee of the term, or other person interested in the continuance of the term may perform such condition or covenant and thereby save the lease or agreement from forfeiture, unless such condition or covenant cannot then be performed or cannot be performed by anyone

except the original tenant. If the broken covenant or condition is not capable of remedial performance after its breach, the required notice need not list such performance as an alternative.

Section 2-102. Applicability of Remedy

The remedies available herein for unlawful detainer shall be in addition to the remedies available under the Eviction Code 04-06, with the following exception:

Notwithstanding the remedies available under the provisions of any other ordinance, the procedures for an unlawful detainer action contained within this ordinance are the exclusive remedy for the repossession of any property secured by a mortgage loan made, insured, guaranteed, or held by the Federal government through the U.S. Departments of Housing and Urban Development, Agriculture, and Veterans Affairs.

Section 2-103. Notices — How Served.

The notices required by the preceding section may be served either:

- (1) By delivering a copy to the tenant personally; or
- (2) If he is absent from his place of residence, or from his usual place of business, by leaving a copy with some person of suitable age and discretion at either place and sending a copy thereof through the mail addressed to the tenant at his place of residence or place of business; or
- (3) If such place of residence or business cannot be ascertained or a person of suitable age or discretion cannot be found there, then by fixing a copy in a conspicuous place on the property and also delivering a copy to a person there residing, if such person can be found, and also sending a copy through the mail addressed to the tenant at the place where the leased property is situated.
- (4) Service on a subtenant may be made in the same manner.

Section 2-104. Action to Regain Possession.

- (1) The Tribal Court shall have jurisdiction to hear and decide actions to recover possession of both trust and non-trust property as a result of an alleged unlawful detainer in an accelerated manner as provided herein. Any other action to regain possession of property may at the discretion of the judge, but need not, be handled in an accelerated manner as provided herein.
- (2) In any accelerated proceeding allowed herein, the Court shall endorse on the summons the number of days within which the defendant has to answer, which shall not be less than three nor more than twenty days from the date of service. The time for reply to a counterclaim, if any, shall be deemed likewise shortened.
- (3) At the close of the pleadings, the Court may advance hearing the matter on its trial calendar.

(4) The plaintiff's complaint, in addition to setting forth the facts and allegations on which recovery is sought, may also set forth therein any circumstances of fraud, force or violence which may have accompanied the alleged unlawful detainer and claim damages therefore or compensation for the occupation of the premises, or both. When unlawful detainer is charged after default in the payment of rent, the complaint must state the amount of such rent.

(5) The remedies available herein shall be available to a tenant to regain possession from a subtenant in appropriate cases.

(6) No person other than the tenant of the premises and subtenant if there is one in actual occupation of the premises at the time the action is commenced need be made a party defendant. Any person entering into possession with the consent of the tenant after an action is commenced for unlawful detainer shall be bound by such action, whether made a party or not.

Section 2-105. Judgment.

(1) If at trial, whether with or without a jury, the finding is in favor of the plaintiff and against the defendant, judgment shall be entered for the restitution of the premises to the plaintiff.

(2) In a proceeding for unlawful detainer for neglect or failure to perform any condition or covenant under a lease or agreement under which property is held, or after default of the payment of rent, the judgment shall declare the forfeiture of such lease or agreement.

(3) At trial, the finder of fact, whether the jury or the judge without a jury, shall also assess damages caused to the plaintiff by the unlawful detainer, including damage for waste by the defendant during the tenancy, if proved, and shall also find the amount of rent due if such is in issue.

(4) When the action is for unlawful detainer after defaulting in the payment of rent and the lease or agreement under which the rent is payable has not by its terms expired, execution upon the judgment shall not issue until five days after the entry of the judgment, within which time the tenant or any subtenant, or other party interested in the continuance of the term may pay into the court for the landlord the amount of the judgment and costs and thereupon that portion of the judgment shall be satisfied and the tenant's estate shall be restored. However, if such payment is not made within five days, the judgment may be enforced in its full amount and for the possession of the premises. In all other cases, the judgment may be enforced immediately, and in no event later than 45 days after the proceeding in which the Tribal Court finds against the defendants. Tribal law enforcement officers shall help plaintiffs enforce the judgment for restitution by evicting defendants and their property from the unlawfully occupied estate.

(5) Except by the agreement of all parties, there shall be no continuances in cases involving property secured by a mortgage loan made, insured, guaranteed, or held by the Federal government through the U.S. Departments of Housing and Urban Development, Agriculture, and Veterans Affairs or secured by a mortgage loan made, insured, guaranteed or held by the Colorado River Indian Tribes that will interfere with the requirement that the judgment for

restitution be enforced no later than 45 days after a proceeding in which the Tribal Court finds against defendants, subject to the sound discretion of the Tribal Court.

Section 2-106. Time for Appeal.

(1) The time in which an appeal, if any, shall be taken from an action for unlawful detainer shall be ten days and the appellate court may, but need not, allow expedited handling of such appeal.

(2) Appeals in other actions to recover possession of real property shall be handled in the usual manner.

CHAPTER 3. CANCELLATION OF ASSIGNMENTS OR OTHER PRIVILEGES GRANTED BY THE TRIBE.

Section 3-101. Procedure for Cancellation of Assignments or Other Privileges Granted by the Tribe.

(1) The Tribal Court shall have jurisdiction over actions to cancel, suspend, or modify any assignment of land or any other privilege granted or administered by the Tribe to any person.

(2) Such actions shall be commenced by the filing of a complaint or petition on behalf of the Tribe by an officer, agent, or attorney for the Tribe. A copy of such petition shall be served upon the person or persons whose assignment or other right will be affected thereby.

(3) The person or persons whose assignment or other privilege is affected by the action proposed in the complaint or petition shall have ten days from the date of such service to file an answer or otherwise respond with the Court. No further pleadings, nor any discovery shall thereafter be allowed unless the Court shall otherwise order in the interests of preventing serious injustice. No default shall be entered for failure to answer or respond.

(4) Following the receipt of the answer or other response, or at the end of the ten day period, if no such response is filed, the Clerk shall schedule a hearing before a judge of the Tribal Court and cause notice thereof to be served upon the Tribe and the other parties. The scheduling of such hearings shall be given priority on the Court calendar over all matters for which no priority in scheduling is established. The Clerk shall cause notice of the date, time and place of the hearing to be served upon the affected party or parties not less than 48 hours prior to the time set for the hearing. If personal service is not reasonably possible, such notice may be served by mailing a copy of the notice to the person or persons involved at their last known address and by posting a copy of said notice on the property to be affected, if any.

Section 3-102. Hearings on Cancellation of Tribal Assignments or Other Privileges Granted by the Tribe.

(1) The Tribal Court may, by rule, establish procedures for hearings as provided herein.

(2) At the time set for the hearing, the Judge shall examine the complaint or petition and any response thereto and shall determine whether proper notice to all parties has been provided.

(3) The Court sitting without a jury shall then hear such evidence as the parties wish to present and render its decision thereon.

(4) The person or persons whose assignment or other privilege may be affected shall have the following rights:

- (a) To be represented by a professional attorney admitted to practice in a State of the United States or by a lay counselor, provided, however, that such attorney or counselor is hired by the person or persons affected at their own expense;
- (b) To confront, examine and cross-examine all evidence presented against him;
- (c) To present evidence in his own behalf;
- (d) To receive written notice of any decision of the Tribal Court affecting any assignment or other privilege granted by the Tribe. Such notice may be personally served or may be mailed to such person at his last known address and a copy thereof posted in a conspicuous place on the property affected, if an interest in the use of real property is involved.

Section 3-103. Grounds for Canceling, Suspending, or Modifying Any Assignment or Other Privilege Granted By the Tribe.

(1) The Tribal Court shall cancel any assignment or other privilege granted by the Tribe if, after receiving a petition or complaint from the Tribe and conducting a hearing thereon, it reasonably appears that the person or persons to whom the assignment or privilege has been granted has sold, leased, assigned or otherwise transferred the assignment or privilege or the right to use or take advantage of the assignment or privilege to any other person or persons or entity contrary to the terms, conditions, or covenants contained in the grant of the assignment or privilege and that by so doing they have derived a pecuniary or other benefit therefrom.

(2) The Tribal Court may cancel, suspend or modify any assignment or other privilege granted by the Tribe, if, after receiving a petition or complaint and conducting a hearing thereon, it reasonably appears that the person or persons to whom the assignment or privilege has been granted has done any act contrary to the terms, conditions or covenants contained in the grant of the assignment or privilege.

(3) The Tribal Court may cancel, suspend, or modify any assignment or other privilege granted by the Tribe if, after receiving a petition or complaint and conducting a hearing thereon, it reasonably appears that such cancellation, suspension or modification is reasonably necessary to promote, implement, or preserve some governmental or proprietary interest of the Tribe. When ordering the cancellation, suspension or modification of an assignment or other privilege by the Tribe for the reasons set forth in this subsection, the Court shall condition its order upon such terms for the harvesting of crops, removal of livestock, relocation of persons or things, or winding up of business as appears just under the circumstances.

Section 3-104. Imposition of Penalties or Damages.

Whenever the Tribal Court finds grounds for the cancellation, suspension or modification of an assignment or other privilege granted by the Tribe, it may order the party or parties affected thereby to pay or repay to the Tribe any fees or charges past due, any money or the value of any

benefits received by such party as a result of his violating any of the terms, conditions, or covenants contained in the grant of the assignment or privilege, and may assess damages for damage done to any Tribal property or interest as a result of the wrongful or improper acts of the party involved. Said charges may be enforced as civil judgments.

Section 3-105. Privilege Defined.

As used herein, the term "privilege" shall include all business licenses, and any benefit, right or advantage granted to or enjoyed by a particular entity, person or group of persons by reason of any official action of the CRIT.