TRIBAL LAND ORDINANCE
OF THE
HOOPA VALLEY TRIBE,
As Amended March 17, 2005

Title 10

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TITLE 10
ORDINANCE OF THE HOOPA VALLEY TRIBE
HOOPA VALLEY INDIAN RESERVATION
HOOPA, CALIFORNIA

ORDINANCE NUMBER: 1-91, AS AMENDED

DATE ADOPTED: MARCH 17, 2005

SUBJECT: TRIBAL LAND ORDINANCE OF THE HOOPA VALLEY TRIBE

WHEREAS: The Hoopa Valley Tribe did on June 20, 1972 adopt a Constitution and Bylaws which were approved by the Commissioner of Indian Affairs on August 18, 1972, ratified by Act of Congress on October 31, 1988, and amended on June 19, 1990, and by tribal law, the sovereign authority of the Tribe, pertaining to the matter described herein, is delegated to the Hoopa Valley Tribal Council, acting by resolution;

WHEREAS: Article IX, Section 1(a) and Article IX Section 1(i) of the Hoopa Valley Tribal Constitution and Bylaws grants the Tribal Council authority to administer all tribal property, including its use and disposition;

WHEREAS: The history of the members of the Hoopa Valley Tribe has been one of a strong relationship with the land. From time immemorial, the land has supplied the Tribe with all material needs with which to survive. It is essential to the development of the Hoopa Valley Tribe and for the protection of the land base that a tribal Ordinance setting forth and clarifying the distribution, status, and use of tribal lands be understood by all people, and

WHEREAS: From time immemorial, the Hoopa Valley Tribe has practiced conservation to protect the valuable wildlife and natural resources subject to its jurisdiction from waste and excessive exploitation. It is the tribal policy that Reservation lands be used in a multiple use fashion for the domestic need of tribal members, providing for the needs of the Tribe and for economic and cultural development of the Reservation, and

WHEREAS: The Hoopa membership by referendum vote did adopt the Tribal Land Assignment Ordinance and the Hoopa Valley Tribal Council has from time to time enacted resolutions and policies designed to issue and administer various types of land uses beyond the scope of assigning rights to occupy and use tribal land, and there now exists a need to enact a tribal law to manage tribal lands in a comprehensive manner, and

NOW THEREFORE BE IT RESOLVED: That the Hoopa Valley Tribal Council of the Hoopa Valley Tribe does hereby enact Title 10.0 of the Law and Order Code of the Hoopa Valley Tribe, hereby renamed as the Tribal Land Ordinance, which shall govern all land transactions of the Tribe and will govern other land activities within the Hoopa Valley Reservation as prescribed in this Ordinance to the greatest extent allowed by law.

BE IT FURTHER RESOLVED: That any amendments to Section 10.8.6 of this Ordinance shall only be valid if undertaken by referendum election of the Tribal membership.

BE IT FURTHER RESOLVED: That nothing in this amended Ordinance shall affect the status of lands designated under previous versions of the Tribal Land Ordinance, except as provided herein.

10.0 SHORT TITLE

The short title of this Ordinance shall be the Tribal Land Ordinance of the Hoopa Valley Tribe .

10.1 PURPOSE

The purpose of this Ordinance is to establish uniform policies and procedures for the use, assignment, development and acquisition of lands within the Hoopa Valley Indian Reservation, and those lands outside the Reservation boundaries that are of interest to the Tribe. The provisions of this Ordinance are intended to protect the needs of tribal members and activities of the Tribe, while preserving and protecting the long term interest in tribally controlled and other lands in such a way so as to promote and otherwise safeguard the interests of the Hoopa Valley Tribe.

10.2 TRIBAL LAND POLICY

It is declared that the land policy of the Hoopa Valley Tribe shall be to regain in trust status all lands within the exterior boundaries of the Hoopa Valley Indian Reservation; that such lands be under the exclusive jurisdiction and sovereign authority of the Hoopa Valley Tribe; that every effort be made to expand the landbase of the Hoopa Valley Tribe; and that all lands under the jurisdiction and sovereign authority of the Tribe be managed in such a way that preserves and promotes the long term interest of the Hoopa Valley Tribe.

10.3 DEFINITIONS

In construing the provisions of this Ordinance, the following words or phrases shall have the meaning designated unless a different meaning is expressly provided, or the context clearly indicates otherwise:

10.3.1 "Assignee" shall mean one to whom an assignment of tribal land is made in accordance with the provisions of this Ordinance.

10.3.2 "Council Assignment" shall mean a formal right to use Reservation land subject to the provisions of this Ordinance as now set forth or as it may be amended from time to time. Council Assignments are separate from those issued under the authority of Tribal

Assignments approved by referendum election, as provided in Section 10.8 of this Ordinance.

10.3.3 "Tribal Assignment" means an assignment authorized pursuant to the Tribal Membership Referendum which authorized Tribal Assignments to Tribal members in accordance with that referendum.

10.3.4 "Tribe" shall mean the Hoopa Valley Tribe recognized by the United States of America.

10.3.5. "Beneficial Use" shall mean the right to use and enjoy an assigned parcel of land. As used in this Ordinance, any beneficial use is subject to both federal and tribal laws governing the use of tribal lands.

a) Beneficial use and occupancy shall include but not be limited to:

i) Residence of the premises by the assignee or his/her immediate family for at least six months of each calendar year, or

ii) Performing of at least $100 worth of improvements on the land each calendar year, or

iii) Actual use of the land, consistent with the assignment agreement, for pasturing of livestock if fenced; for farming, gardening, or other agricultural use, for business purposes; or for such other use as may be stipulated in the assignment documents to be signed by the assignee.

b) The following shall not be construed to mean beneficial use:

i) Mere fencing of the land without actual use of the tract for pasture or for other purposes specified above.

ii) Mere cutting of wood from the land without further use of the tract for purposes specified above.

iii) Leasing, assigning or subletting of the land without prior permission of the Tribal Council.

10.3.6 "TRIBAL COUNCIL" or "COUNCIL" shall mean the Hoopa Valley Tribal Council, as established in Article V. of the Constitution of the Hoopa Valley Tribe.

10.3.7 "COMMERCIAL USE" shall mean any activity entered into or carried out for the purpose of earning a monetary profit other than such activities incidental to the primary residential or other similar personal use, such as, homecrafts or door-to-door type sales such as Avon, Amway, etc., where said use does not involve regular on-site retail sales and is incidental to the site's use for residential purposes.

10.3.8 "DEPENDENT" shall mean a person who received major support from and who has resided with the applicant for a period of at least one year immediately preceding the application for an assignment.

10.3.9 "IMPROVEMENT" shall mean a valuable improvement or addition made to an assignment or an amelioration (to improve, to make better) in its condition, amounting to more than mere repairs or replacement of waste and intended to enhance its beauty, value or utility or to adapt it for new or further purposes. Notwithstanding any other provisions of the Ordinance, it shall include any and all houses, garages, barns, sheds, interior fences, crops, household items, and personal belongings.

10.3.10 "TRIBAL MEMBER" shall mean an individual member of the Hoopa Tribe. The term shall not include the Hoopa Valley Tribal Council or any of its businesses.

10.3.11 "LAND" as used in the Ordinance shall mean any real property that is owned, controlled, or subject to the authority and for the benefit of the Hoopa Valley Tribe, including all real property in trust and fee status.

10.3.12 "RESERVATION" shall mean the Hoopa Valley Indian Reservation as established by Executive Order of June 23, 1876, and such other lands as may hereafter be acquired by the Hoopa Valley Tribe, whether within or outside such boundaries, under grant, transfer, purchase, gift, adjudication, Executive Order, Act of Congress, or other acquisition.

10.3.13 "SURVEY" shall mean the use of the principles of land survey to locate, relocate, establish, re-establish, or retrace any property line or boundary of any parcel of land to determine the position of any monument or reference point which marks a property line, boundary or corner, or sets, resets, or replaces any such monument or reference point when conducted by a State certified surveyor.

10.3.14 "DEPARTMENT" shall mean the Tribal Land Management Department as established under this Ordinance.

10.4 TRIBAL LAND MANAGEMENT DEPARTMENT

10.4.0 ESTABLISHMENT OF LAND MANAGEMENT DEPARTMENT

There is hereby established a Tribal Land Management Department – Realty Division that will be responsible for overseeing the application of this Ordinance.

10.4.1 Powers of the Land Management Department

10.4.1.1 Powers of the Land Management Department

The Land Management Department – Realty Division (hereinafter Department) shall have primary enforcement powers for provisions of this Ordinance. The Department shall initiate all

actions under this Ordinance including, but not limited to, the acceptance of applications for assignments, corrective actions resulting from assignment deficiencies, issuing notices of assignment violations and cancellations, hold hearings and removal of the assignment from the assignee. The Department shall have such authority to represent the Tribe in actions before the Tribal Court. The Department may consult with the Tribal Legal Department as needed.

10.4.1.2 Develop and Enforce Regulations

The Department shall develop and enforce regulations, subject to Tribal Council approval, as are needed for the orderly operations of the Department.

10.4.1.3 Relations With Other Entities

The Department is authorized to work with other Tribal departments, agencies, utilities, organizations, entities, institutions and individuals concerning right-of way, easements, permits and other instruments as may be necessary, and shall recommend to the Tribal Council actions to be taken on such matters.

10.4.1.4 Transferring Leases and Assignments

A. Any lease issued before the date of this amended Ordinance shall be designated as a Council Assignment. All provisions of existing valid leases issued prior to the date of this amended Ordinance shall continue to be in effect after the lease is converted to a Council Assignment. Nothing in this Ordinance shall be construed as requiring the Bureau of Indian Affairs to approve converting existing leases to Council Assignments.

B. For purposes of Section 10.7.18 of this Ordinance, the Chairman may execute a Residential Lease of Tribal land in accordance with the provisions of that Section. [12-16-04]

10.4.1.5 Maintenance of Records

The Department shall maintain a permanent record of each land transaction of the Hoopa Tribe and all trust transactions within the boundaries of the Reservation, including actions taken in regard to any disposition of assignment applications.

10.5 LAND CONSOLIDATION PLAN, TRUST STATUS TRANSFERS

10.5.1 LAND CONSOLIDATION PLAN

Within one (1) year after enactment of this Ordinance the Department shall develop and propose to the Tribal Council a Tribal Land Consolidation Plan.

10.5.2 TRANSFERS OF TRUST AND FEE STATUS

Prior to converting trust lands within the Reservation to fee patent of from fee status into land held in trust by the United States, the individual seeking to alter the land status and the Bureau of Indian Affairs shall secure approval from the Hoopa Tribal Council.

10.6 RESERVED, IMPLIED RIGHTS OF THE HOOPA VALLEY TRIBE

10.6.1 RESERVED, IMPLIED RIGHTS

The Hoopa Valley Tribe, acting through the Hoopa Valley Tribal Council, maintains all reserved and implied rights, including but not limited to those required for access across any lands within the exterior boundaries of the Reservation, including that owned by individuals whether in fee or in trust status, as may be necessary for tribal governmental activities. The individual owner of the property may be paid reasonable damages resulting from such use if such damages are a direct result of the actions of the Tribe.

10.6.2 OFF-SETS

The Tribal Council reserves the right to use off-sets for any damages, assessments, fees and other costs which have resulted from actions brought against the Hoopa Valley Tribe for governmental activities impacting individual property as may be reasonably estimated expenses based on available industry costs for such services performed. The period of time that such off-sets will apply will be that time within which the appropriate statute of limitations provides for such under federal law

10.7 COUNCIL RESIDENTIAL ASSIGNMENTS – GENERAL PROVISIONS

10.7.0 PURPOSE

Section 10.7 shall govern all Council residential assignments within the Hoopa Valley Reservation that have been approved by the Tribal Council regardless whether such assignment was granted prior to the enactment of this Ordinance. The provisions of this Section supersede any existing Tribal laws, rules, regulations that may exist that are in conflict with this Section.

10.7.1 TERMS AND CONDITIONS OF ASSIGNMENTS

10.7.1.1 Terms of Assignments

Council residential assignments shall be of a size to accommodate the objective of the assignment, provided that the established policy for residential assignments shall be not more than one (1) acre in size. Each residential assignment shall be granted for a period of fifty (50) years, with an option to renew. (amended 10-6-97)
Assignments issued pursuant to this Ordinance are granted for the specific purpose of the assignment agreement and may contain conditions and other requirements to be maintained during its term

10.7.1.2 Maintenance of Property

The assignee shall comply with all terms of this Ordinance, the Assignment and any agreement consistent with this Ordinance. The assigned property and improvement thereon shall be maintained in a near manner and are subject to applicable sanitation regulations existing at the time the assignment is made and those that may be enacted subsequently by the Council.

10.7.1.3 Numerous Assignments Null and Void

No person shall hold more that one residential assignment at one time and if such a situation occurs, the latest assignment shall be null and void.

10.7.1.4 Council Residential Assignments Do Not Supercede Grazing Assignments

Any grazing assignment and any acreage, or portion thereof, controlled thereunder may not be superceded by a duly approved residential assignment.

10.7.1.5 Tribal Credit and Other Delinquent Loans

A loan between an assignee and Tribal Credit Program or other program authorized by the Tribal Council to conduct business on assignment lands which remains delinquent for more than ninety (90) days and that was made for improvements on the assigned property, or one which improvements on the assigned property has been pledged as collateral, shall be sufficient cause for cancellation of the assignment.

10.7.1.6 Subject to Applicable Laws

An assignment and use thereof is subject to all applicable laws and Ordinances including, but not limited to, tribal land use, health and safety ordinances. The assignee shall pay all applicable assessments, including but not limited to monthly fees for water, sewer, garbage disposal, and insurance.

10.7.1.7 No Assignment of Unsurveyed Areas

No Council residential assignments shall be made in unsurveyed areas or in areas considered to be more valuable to the Tribe as a tribal holdings for other purposes.

10.7.1.8 Conservation Practices

The assignee shall utilize the tribal land in a careful, economical, and conservation minded manner in accordance with local and accepted soil conservation practices.

10.7.1.9 Riparian Set-Backs

There shall be a minimum riparian set-back for all assignment boundary lines of at least one-hundred (100) feet from any intermittent stream.

10.7.1.10 Minimum Boundary Set-Backs

There shall be a minimum set-back for constructing any fixed improvements of at least twenty (20) feet from the closest assignment property boundary line.

10.7.2 RESERVATIONS FROM ASSIGNMENTS

10.7.2.1 No Vested Rights or Title In Property

An assignment does not vest legal rights or title to the assigned land to the assignee, but is a use right only as long as the assignment remains in effect, and such use right cannot be sold. Entitlement to rights under an assignment shall terminate upon mutual cancellation, termination, or relinquishment of the assignment. Residential assignments are granted for the specific purpose of providing a homesite and for other similar personal use.

10.7.2.2 Mineral and Resources Reserved

All timber, water, and minerals including sand, gravel, oil, and gas are reserved to the Hoopa Valley Tribe to be managed in accordance with Tribal and applicable laws. All ceremonial and sacred grounds are reserved and excluded from assignment under this Ordinance.

10.7.2.3 Reserved Rights of Way, Easements

There is reserved to the Hoopa Tribe the right to grant easements and right-of-ways over assigned property for purposes in accordance with the Tribal Constitution and Bylaws. Reasonable damages to personal property may be paid for grants of rights-of-way and right to ingress and egress over assigned property as determined by the Tribal Council or Tribal Court.

10.7.2.4 Use of Merchantable Timber

Green and merchantable timber on the land is reserved from assignments, remains the property of the Tribe and is not conveyed to the assignee, and the assignee shall grant access to or across the land without interference to Tribal agent or contractor conducting activities for the Tribe concerning such timber; provided the lessee shall be allowed reasonable compensation for any damage to personal property. If agreement as to the amount of damages cannot be reached between the assignee and the Tribal agent, such damages shall be determined by the Council or Tribal Court. The assignee is not granted permission under any assignment to cut merchantable green timber from the premises except under special permit issued by the Tribal Council.

10.7.2.5 Limitation of Acreage

The Tribal Council reserves the right to specify a limit on acreage under any assignment.

10.7.3 INHERITANCE

10.7.3.1 Designated Beneficiary

An assignee may designate a beneficiary to receive his/her improvements in the event of his/her death for the period remaining of the assignment. Subject to the approval of the Tribal Council, the premises may be assigned to the named beneficiary. Notwithstanding any other provisions in this Ordinance, a surviving spouse of the assignee shall be allowed to remain on and use the assigned property for the duration of the assignment, whether or not said spouse is eligible to receive an initial assignment under this Ordinance. The surviving spouse shall eligible for renewal of an expired assignment.

10.7.3.2 Designated Minor

When the deceased holder of an assignment has willed his/her improvements to a person who is underage but otherwise eligible to receive an assignment of tribal land under this Ordinance, and after consultation with the Land Department, the Tribal Council shall appoint a guardian to hold the assignment until the beneficiary is eligible to hold the assignment. The guardian shall utilize the assignment in a manner which is in the best interest of the beneficiary. Any member of the Hoopa Tribe shall have the right to petition the Tribal Council to have the guardian of the beneficiary removed as guardian. The Tribal Council may remove the guardian of the beneficiary and appoint a new guardian for the beneficiary if the Tribal Council after giving notice to the guardian and after a hearing has determined that the guardian has not utilized the assignment to the best interest of the beneficiary. The guardian appointed by the Council shall be responsible for maintaining the assignment and otherwise complying with the provisions of this Ordinance.

10.7.3.3 No Designated Beneficiary

In the event of the death of a assignee who has not designated a beneficiary, preference for reassigning the premises shall be given to the surviving spouse or eligible children of the assignee. An ineligible surviving spouse shall be allowed to assume the assignment for the remaining period of the assignment. A surviving spouse who is ineligible to receive an initial assignment but who is responsible for the care of otherwise eligible minor children of the deceased assignee, may be granted the assignment until a designated otherwise eligible minor child becomes eligible for a assignment.

10.7.3.4 Designated Minor Reaching Eligible Age

Upon becoming eligible for a assignment pursuant to this Ordinance, the eligible beneficiary shall within sixty (60) days of receipt from the Tribe of written notice of eligibility, or 180 days from the date said beneficiary first becomes eligible, whichever is first, make application for said assignment in accordance with the application procedures set forth herein.

10.7.4 EXCHANGE OF ASSIGNMENTS

For good cause shown, as assignment may be exchanged for another assignment with the approval of the Tribal Council, however, if the original assignee has already received assistance, such as utilities , water and sewage, such person will not be eligible for those services on the new

property without specific approval by the Tribal Council. The Department shall promulgate regulations more fully setting forth procedures and acceptable grounds for exchanges.

10.7.5 VOLUNTARY RELINQUISHMENT

Any assignee may relinquish an assignment at any time by giving written notice to the Tribal Council or Land Department. Upon relinquishment, the original assignee officially terminates any interest in the property and any improvement thereon, and the premises may be assigned to any eligible member.

10.7.6 REMOVAL OF UNMERCHANTABLE TIMBER

A Council assignment shall constitute a permit for the purpose of removing unmerchantable timber, as defined in the Tribe's Forest Management Plan, from the assigned property. Upon receipt of an assignment, the assignee may cut and remove dead, down and unmerchantable timber as provided in the Land Approval Package under Section 10.7.15 herein, for his/her personal domestic use only or for clearing of land. Cutting of timber not authorized in the assignment or Land Approval Package shall constitute a violation of this Ordinance.

10.7.7 NO ASSIGNMENT OF INTEREST

10.7.7.1 Rent, Lease, Assign, Sublease, Transfer – Prohibited

An assignee may not rent, lease, assign, sublease, or transfer his/her assignment or any portion thereof without the prior written consent of the Tribal Council, issued after approval of a written plan submitted by the Land Department. Any violation of this section shall be sufficient cause for cancellation of the assignment.

10.7.7.2 Collateral, Pledges, Etc., - Prohibited

Council assignment s may not be used as collateral, be pledged, or used as any other instrument that implies a vest personal interest in the assigned property that is capable of being transferred to another person or being foreclosed upon for delinquent debts of any kind without specific authorization by the Tribal Council.

10.7.8 RESPONSIBILITY OF ASSIGNEE/FULFILLING TERMS OF ASSIGNMENT

The assignee agrees to satisfactorily fulfill the terms of the assignment agreement and the terms of any occupancy agreement which may be required to be executed in the case of HUD housing or other similar programs.

10.7.9 ELIGIBILITY FOR ASSIGNMENTS

Except in cases involving a surviving spouse, to be eligible for a assignment, an applicant must meet all of the following requirements at the time application:

A. Be an enrolled member of the Hoopa Valley Tribe.

B. Be at least eighteen (18) years of age as of the date of application for assignment, except that an assignment may be issued to a guardian on behalf of a minor who would be eligible to receive a lease upon reaching a specified age and whose otherwise eligible parent is deceased or who has been designated as a beneficiary by a deceased assignee.

C. Be without a Council residential assignment or Tribal assignment of tribal land for Hoopa or any Indian Tribe.

D. Be legally competent to manage the land and his/her personal business affairs.

E. Not have had a previous assignment canceled for cause within ten (10) years from the date of application.

10.7.10 APPLICATION FOR ASSIGNMENT

10.7.10.1 Written Applications

All applicants must make a written and dated application to the Land Department setting forth the name and address of the person applying for the land, sufficient information to show that the applicant meets all of the requirements set forth herein, and as accurate a description of the land as circumstances will permit.

10.7.10.2 Land Department Processing

The Land Department shall process all applications under the provisions of this Ordinance and determine whether the desired land is available for assignment. The Land Department shall be responsible for ensuring the timely completion of the Land Approval Package as provided herein for consideration by the Tribal Council.

10.7.11 DOCUMENT PRIORITY, ASSIGNMENT PREFERENCE

10.7.11.1 Priority for Processing Applications

Unless as otherwise provided in this Ordinance, the priority for processing documents and taking other action shall be on a first-in first-out basis.

10.7.11.2 Preference for Granting Assignments

When granting assignment, preference shall be given to otherwise eligible applicants as follows:

A. Elderly applicants, 55 years or older.

B. Handicapped applicants.

C. Married applicants

D. Single applicants

10.7.11.3 Preference to Applicants Without Land

An applicant without land shall be given preference over applicants owning lands within the exterior boundaries of the Reservation.

10.7.12 IMPROVEMENTS ON ASSIGNMENTS

10.7.12.1 Use of Property Within 12 Months

Absent prior written consent of the Tribal Council for non-use of the assignment for good cause shown, failure of the assignee to use the assigned property in an meaningful manner for a period of twelve (12) consecutive months shall be sufficient cause for cancellation. In the event that unforeseen circumstances would justify additional time, a reasonable extension may be granted by the Tribal Council.

10.7.12.2 Inheritance of Improvements

Improvement of the following character placed on the assigned land by the assignee shall be considered personal property which may removed, sold, bequeathed or inherited, subject to prior Council approval; houses, garages, barns, sheds, interior fences, crops, household items and personal belongings. If the heir to, or owner of, said personal property is not eligible to receive the said assignment, the foregoing listed improvements must be removed within 180 days, provided that said heir has not obtained a valid assignment under Section 10.7.3, Inheritance, above. Other improvements such as exterior fences, underground water and sewage systems, trees, shrubs, and betterment of similar nature attached to the land, even though placed on the property by the assignee, shall be considered part of the real property belonging with the land and shall remain on the assignment unless their removal is authorized by the Tribal Council and Land Department.

10.7.12.3 Improvement – Relinquishment, Cancellation, Etc.

If a assignment is relinquished, canceled, terminated or assignee is deceased and without eligible heirs, and the improvements were not removed within 180 days, said improvements become part of the real property, title in them vests with the land, and they become available for assignment or other disposition along with the land.

10.7.12.4 Extension of Removal Time

The Tribal Council may upon showing a good cause for a reasonable period, extend the removal time beyond 180 days in order to prevent undue hardship; and may at its option pay to the owner the value of said improvements as determined by the Council.

10.7.13 REMOVAL OF SLASH AND DEBRIS

When clearing land, the assignee shall properly dispose of slash and debris. Disposing of slash, debris, and other materials on other lands, including that adjacent to the assigned property, without the written approval of the land owner is prohibited and such action shall be subject to payment of removal costs and damages as determined by the Tribal Council or Tribal Court.

10.7.14 PROPERTY SURVEY, FENCE CONSTRUCTION

10.7.14.1 Survey Requirements

All Council residential assignment s shall be legally surveyed at the expense of the assignee. A legal survey may be described by metes and bounds or where applicable, by a licensed surveyor. If for any reason a assignee is unable to survey the property by him/herself, he/she may request assistance from the Tribe by submitting a request to the Land Department. The Department shall establish regulations setting forth criteria for determining the conditions under which the Tribe may provide assistance to a tribal member for the purpose of a survey of his/her assignment.

10.7.14.2 Fence Requirements

The assignee is obligated to build and maintain in good repair his/her half of line fences between him/herself and his/her neighbor. His/her half of the fence shall be that portion to his/her right as he stands facing the neighboring land, unless otherwise mutually agreed upon. If a assignee does not construct his/her portion of a fence as provided herein, that assignee shall be responsible for any damages to persons or property resulting therefrom, and upon thirty (30) days notice from the Land Department shall be responsible for reasonable expenses for said fence being constructed by another party on his/her behalf.

10.7.15 LAND APPROVAL PACKAGE

Prior to presenting an assignment to the Tribal Council for final consideration, the Land Department shall complete a Land Approval Package which shall be maintained with the assignment application throughout the approval process. The Land Approval Package shall consist of the legal description of the land, specifications pertaining to road placements, fencing requirements, rights-of-way designations, environmental and archeological considerations, a description of authorized clearing and timber removal, and other information necessary and important to the assignment. A brief statement which contains general information about the proposed assignment and Land Approval Package shall be noticed in a public place on the Reservation and at the Land Department for 30 days prior to presentation to the Tribal Council for final approval.

10.7.16 DEPOSIT OF REVENUES

Revenues generated from assignment s under this Ordinance shall be placed into the Land Acquisition Fund, as established by this Ordinance.

10.7.17 PROCEDURES – USE OF IMPROVEMENTS AS SECURITY

All uses of improvements for security purposes must be reviewed and approved in advance by the Land Department. Any uses of improvements for security purposes that are not in conformance with this Ordinance shall be null and void; any attempt to use assigned property in a way not in compliance with this section shall be cause for cancellation of the assignment as provided under this Ordinance.

10.7.18 HUD, VETERAN'S ADMINISTRATION, U.S.D.A, HOOPA DEVELOPMENT FUND AND OTHER PROGRAMS

10.7.18.1 Assignment Administration – Credit Program, Housing Authority

Land assignments used for Housing and Urban Development (HUD) homes by the Hoopa Indian Housing Authority, property used for credit purposes by the Tribal Credit Program, or other programs authorized by the Tribal Council for purposes of improving the lifestyle of the assignee, shall be jointly administered by that program and the Land Department, in accordance with the terms of a written agreement between the assignee and program. In the event of default of the assignee's responsibilities, the program shall have such authority to assign, subassign or otherwise use such lands as provided in this Ordinance. Loans with the Tribal Credit Program that were made for the purposes of improvement on the assigned property, or if improvements on the assigned property have been pledged as collateral, which remain delinquent for longer than 90 days without making an agreement otherwise, shall be sufficient cause for cancellation of the assignment.

10.7.18.2 Mortgage Lending Provisions

This Section sets forth general procedures for mortgages and foreclosures to meet the needs of mortgage loan guarantee, insurance and direct loan programs sponsored by the U. S. Departments of Housing and Urban Development, Agriculture (Rural Housing) and Veterans Affairs. These Federal Agencies offer various mortgage loan programs which are designed to provide homeownership opportunities to Native Americans wishing to live on an Indian reservation or within an Indian area (as defined within each Agency's program requirements).

A. Lien Priority

All mortgage loans recorded in accordance with the recording procedures set forth these Provisions, 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. In those cases where the government direct, guaranteed or insured mortgage is created as a second mortgage, the loan shall assume that position.

B. Recording of Mortgage Loan Documents

1. The Realty program or other Tribal entity designated by the Tribe for the official local recording of Tribal documents, acts as the Tribal Recording Clerk, as named in these

Provisions. The Tribal Recording Clerk shall maintain a system for the recording of mortgage loans and such other documents as the Tribe may designate by laws or resolution.

2. The Tribal Recording Clerk shall endorse upon any mortgage loan or other document received for recording:

a. The date and time of receipt of the mortgage or other document;
b. The filing number, to be assigned by the Tribal Recording Clerk, which shall be a unique number for each mortgage or other document received and;
c. The name of the Tribal Recording Clerk or designee receiving the mortgage or document.

Upon completion of the above-cited endorsements, the Tribal Recording Clerk shall make a true and correct copy of the mortgage or other document and shall certify the copy.

The Tribal Recording clerk shall maintain the copy in the records of the recording system and shall return the original of the mortgage loan or other document to the person or entity that presented the same for recording.

3. The Tribal Recording Clerk shall also maintain a log of each mortgage loan or other document recorded in which there shall be entered:

a. The name(s) of the Borrower of each mortgage loan, identified as such;
b. The name(s) of the Lender of each mortgage loan, identified as such;
c. The name(s) of the grantor(s), grantee(s) or other designation of each party named in any other documents filed or recorded;
d. The date and time of the receipt;
e. The filing number assigned by the Tribal Recording Clerk; and
f. The name of the Tribal Recording Clerk or designee receiving the mortgage or document.

4. The certified copies of the mortgage loan and other documents and the log maintained by the Tribal Recording Clerk shall be made available for inspection and copying, in accordance with the Tribal Information Disclosure Act.
5. All mortgages will be recorded with the BIA in addition to any Tribal recording provisions.

C. Foreclosure Procedures

Under HUD's Section 248 mortgage insurance program, lenders have the option of assigning the mortgage to HUD rather than initiating foreclosure. If the lender exercises its option to assign the mortgage to HUD, it must comply with the requirements of the regulations at 24 CFR part 203.

1. A Borrower shall be considered to be in default when 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 30 days to the Lender (i.e. the 31st day from the payment due date).

When a Borrower is thirty days past due on his or her mortgage and before any foreclosure action or activity is initiated, the-Lender shall complete the following:

a. Make a reasonable effort to arrange a face-to-face interview with the Borrower. This shall include at least one trip to meet with the Borrower at the mortgaged property.

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

2. Lender may appoint an agent to perform the services of arranging and conducting the face-to-face interview specified in this action.

3. When the Borrower is past due on three installment payments and at least ten (10) days before initiating a foreclosure action in Tribal Court, the Lender shall advise the Borrower in writing by mail or by posting prominently on the unit, with a copy provided to the Tribe, as follows:

a. Advise the Borrower that information regarding the loan and default/delinquency will be given to credit bureaus.

b. Advise the Borrower of homeownership counseling opportunities/programs available through the Lender or otherwise.

c. Advise the Borrower of other available assistance regarding the mortgage/default.

d. In addition to the preceding notification requirements, the Lender shall complete the following additional notice requirements (1) notify the Borrower that if the Leasehold Mortgage remains past due on three installment payments, the Lender may ask the applicable governmental agency to accept assignment of the Leasehold Mortgage if this is an option of the governmental program; (2) notify the Borrower of the qualifications for forbearance relief from the Lender, if any, and that forbearance relief may be available from the government; and (3) provide the Borrower with names and addresses of government officials to whom further communications may be addressed, if any.

4. If a Borrower is past due on three or more installment payments and the Lender has complied with the procedures set forth in the first part of this Section, the Lender may commence a foreclosure proceeding in the Tribal Court by filing a verified complaint as set forth in Section D. of this Code.

D. Foreclosure Complaint and Summons

1. The verified complaint in a mortgage foreclosure proceeding shall contain the following:

a. The name of the Borrower and each person or entity claiming through the Borrower subsequent to the recording of the mortgage loan, including each Subordinate Lienholder (except the Tribe with respect to a claim for a tribal leasehold), as a defendant;

b. A description of the property subject to the mortgage loan;

c. A concise statement of the facts concerning the execution of the mortgage loan and in the case of a Leasehold Mortgage the lease; the facts concerning the recording of the mortgage loan or the Leasehold Mortgage; the facts concerning the alleged default(s) of the Borrower; and such other facts as may be necessary to constitute a cause of action;

d. True and correct copies of each promissory note, mortgage, deed of trust or other recorded real property security instrument (each a "security instrument") and any other documents relating to the property and if a Leasehold Mortgage, a copy of the lease and any assignment of any of these documents; and

e. Any applicable allegations concerning relevant requirements and conditions prescribed in (1) federal statutes and regulations; (2) tribal codes, ordinances and regulations; and/or (3) provisions of the promissory note, security instrument and if a Leasehold Mortgage, the lease.

2. The complaint shall be verified by the Tribal Court Clerk along with a summons specifying a date and time of appearance for the Defendant(s).

E. Service of Process and Procedures

Any foreclosure complaint must be in writing, and must be delivered to the Borrower in the following manner:

1. Delivery must be made by an adult person and is effective when it is:
   a. Personally delivered to a Borrower with a copy sent by mail, or
   b. Personally delivered to an adult agent or employee of the Borrower with a copy sent by mail.
2. If the notice cannot be given by means of personal delivery, or the Borrower cannot be found, the notice may be delivered by means of Certified mail, return receipt requested, at the address of the Borrower designated on the Mortgage agreement.
3. The person giving notice must keep a copy of the notice and proof of service in accordance with this section, by affidavit or other manner recognized by law.

F. Cure of Default

Prior to the entry of a judgment of foreclosure, any Borrower or a Subordinate Lienholder may cure the default(s) under the Mortgage by making a full payment of the delinquency to the Lender and all reasonable legal and Court costs incurred in foreclosing on the property. Any subordinate Lienholder who has cured a default shall thereafter have included in its lien the amount of all payments made by such Subordinate Lienholder to cure the default(s), plus interest on such amounts at the rate stated in the note for the mortgage. There shall be no right of redemption in any Leasehold Mortgage Foreclosure proceeding.

G. Judgment and Remedy

This matter shall be heard and decided by the Tribal Court in a prompt and reasonable time period not to exceed sixty (60) days from the date of service of the Complaint on the Borrower. If the alleged default has not been cured at the time of trial and the Tribal Court finds for the Lender, the Tribal Court shall enter judgment:

1. Foreclosing the interest of the Borrower and each other defendant, including Subordinate Lienholder, in the mortgaged property and
2. Granting title to the property to the Lender or the Lender's Designated Assignee; in the case of a Leasehold Mortgage, the Lease and the Leasehold Estate will be assigned to the Lender or the Lender's Designated Assignee, subject to the following provisions
   a. The lender shall give the Tribe the right of first refusal on any acceptable offer to purchase the Lease and the Lessee's leasehold interest in the property described in the lease which is subsequently obtained by the Lender or Lender's Designated Assignee.
   b. The Lender or Lender's Designated Assignee may only transfer, sell or assign the Lease and Lessee's leasehold interest in the property described in the Lease to a Tribal member, the Tribe, or the Tribal Housing Authority;
   c. The mortgagee has the right to convey the leasehold interest to
      (1) the Secretary of HUD without providing the right of first
      (2) refusal to the Tribe for Section 248

H. Foreclosure Evictions

Foreclosure evictions shall be handled according to the general eviction process set forth below.

1. Jurisdiction – Notwithstanding any provision of the Tribal Code to the contrary, the provisions of this section H. shall apply to all persons and property subject to the governing authority of the Tribe as established by the Tribal Constitution, Tribal Code, or applicable federal law.
2. Unlawful Detainer - A Lessee, Sublessee, or other occupant of a Leasehold Estate subject to a Leasehold Mortgage shall be guilty of unlawful detainer if such person shall continue in occupancy of such Leasehold Estate without the requirement of any notice by the Lessor, after such person's Leasehold Estate has been foreclosed in a Leasehold Mortgage foreclosure proceeding in the Tribal Court;
3. Complaint and Summons - The lender or Federal Agency (which made, guaranteed or insured the mortgage loan) as appropriate, shall commence an action for unlawful detainer by filing with the Tribal Court, in writing, the following documents:
   a. A complaint, signed by the lender or Federal Agency, or an agent or attorney on their behalf:
      (1). Citing facts alleging jurisdiction of the Tribal Court;
      (2). Naming as defendants the mortgagors and any other record owner (including Sublessees and subordinate lienholders), of which the complainant has record notice (except the Tribe with respect to a claim for a Tribal tax on the Leasehold Estate subject to the Leasehold Mortgage);

(3). Describing the Leasehold Estate subject to the Leasehold Mortgage;
(4). Stating the facts concerning (a) the execution of the lease and the Leasehold Mortgage; (b) the recording of the Leasehold Mortgage; and (c) the facts upon which he or she seeks to recover;
(5). Stating any claim for damages or compensation due from the persons to be evicted; and
(6). Otherwise satisfying the requirements of the Tribal Court

b. A copy of the summons, issued in accordance with established Tribal Court rules and procedures, requiring the defendants to file a response to the complaint by the date specified in the summons. The deadline specified in the summons for filing a response shall be no less than 6 nor more than 30 days from the date of service of the summons and complaint. The summons shall notify the defendants that judgment will be taken against them in accordance with the terms of the complaint unless they file a response with the court by the date specified in the summons.

4. Service of Summons and Complaint - A copy of the summons and complaint shall be served upon the defendants in the manner provided by the Tribal Court rules for service of process in civil matters.

5. Power of the Tribal Court - The Tribal Court shall enter an Order of Repossession if:

a. Notice of suit is given by service of summons and complaint in accordance with the procedures provided herein; and

b. The Tribal Court shall find during pre-trial proceedings or at trial that the Lessee, Sublessee, or other occupant under color of law of the Leasehold Estate subject to the Leasehold Mortgage is guilty of an act of unlawful detainer.

Upon issuance of an Order of Repossession, the Tribal Court shall have the authority to enter a judgment against the defendants for the following, as appropriate: (1) back rent, unpaid utilities, and any charges due the Tribe, Tribal Housing Authority, other public Housing Authority, or Sublessor under any sublease or other written agreement (except for a Leasehold Mortgage); (2) any and all amounts secured by the Leasehold Mortgage that are due the lender (or Federal Agency); and (3) damages to the property caused by the defendants, other than ordinary wear and tear. The Tribal Court shall have the authority to award to the prevailing party its costs and reasonable attorney's fees in bringing suit.

6. Enforcement - Upon issuance of an Order of Repossession by the Tribal Court, Tribal law enforcement officers shall help plaintiffs enforce same by evicting the defendants and their property from the unlawfully occupied Leasehold Estate. In all cases involving the lender or Federal Agency, the Order of Repossession shall be enforced no later than 45 days after a pre-trial proceeding or trial in which the Tribal Court finds against defendants, subject to Paragraph H7 below, and provided, that no party exercised the right to cure a default or right of first refusal as described in Paragraphs F and G above.

7. Continuances in Cases Involving the Lender or Federal Agency (which originally made, insured or guaranteed the mortgage loan) - Except by agreement of all parties, there shall be no continuances in cases involving the lender or Federal Agency that will interfere with the requirement that the Order of Repossession be enforced not

later than 45 days after a pre-trial proceeding or trial in which the Tribal Court finds against defendants, subject to the sound discretion of the Court.

I. No Merger of Estates

There shall be no merger of estates by reason of the execution of a Lease or a 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.

J. Certified Mailing to Tribe

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 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.

K. Intervention

The Tribe or any Lessor may petition the Tribal Court to intervene in any Lease or Leasehold Mortgage foreclosure proceeding under this these Provisions. 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.

L. Appeals

Appeals under these Provisions shall be handled in accordance with the general Tribal Code provisions.

10.7.19 TRIBAL AND PERSONAL RESERVES

10.7.19.1 Reserves, Restrictions, Limited Areas and Access

The Tribal Council retains authority to reserve, restrict or otherwise limit areas from being assigned and/or designated in assignment s for access routes for Tribal or personal purposes. Violations of the provisions of this section shall be subject to penalties prescribed under this Ordinance and other laws and penalties prescribed under Tribal, Federal and State law.

10.7.19.2 Reserves and Restricted Areas

The following areas are reserved and/or restricted as described:

10.7.20 ARCHAEOLOGICAL, CULTURAL AND HISTORIC RESOURCES PROTECTION

In the course of construction on the assigned premises involving ground disturbing activities, Assignee agrees that if archaeological or historical resources are uncovered, the construction activity shall immediately be halted and a report of such finding(s) shall be reported to the Land Management Department. All findings of archaeological or historical resources must be evaluated by a qualified archaeologist (specified in 43 CFR, Subpart 7.8) in order to assess damage and recommend mitigative strategy. Upon receiving a report of a discovery, a representative of the Land Management Department will initiate a preliminary site assessment. At the completion of the assessment, the Land Management Department will develop recommendations for consideration by the Tribal Council and other concerned parties as to the disposition of the site. The Assignee is required to comply with the recommendations for mitigation made by the Land Management Department pursuant to the requirements set forth in 36 CFR 800 and 43 CFR 7.

10.7.21 ERRORS, MISTAKES OR OMISSIONS

It is understood that from time to time errors, mistakes or omissions may occur in the drafting of assignment agreements, developing land approval packages, or in other aspects of approving Council assignments. The Tribe and assignee agree that minor corrections may be made to the assignment agreement in order to accomplish the intent of the assignment, provided that such corrections do not significantly change the intended benefits of the assignment and that such changes are consistent with the Tribal Land Assignment Ordinance.

10.8 TRIBAL LAND ASSIGNMENTS

10.8.0 PURPOSE

This Section shall exclusively apply to all lands remaining from that originally assigned under the Land Assignment Ordinance, except for those assignments or portions thereof that have been leased by the Tribal Council and that the lessee chooses not to convert such leased property to assignment status, and those lands that have already been removed from assignment status. This Section is intended to, to the greatest extent possible, preserve the integrity of those property's that were assigned under the original Land Assignment Ordinance which still remain intact on the date of enactment of this Ordinance. This Section is enacted under the authority of and consistent with the discretion of the Tribal Council under the Land Assignment Ordinance.

10.8.1 NOT REINSTATEMENT OR ISSUANCE OF ASSIGNMENTS

Nothing in this Ordinance shall be construed as establishing a requirement of reinstating any assignment, or part thereof, or for any damages, to any individual previously assigned and said land has been removed from assignment status for any reason, including but not limited to, by Tribal and Federal actions, leases, or any other types of removal. This Section is not intended to be an obligation by the Tribe to convert any lease, whether or not such leased property is within

the boundaries of previously assigned property, to any individual who has not been assigned that property under the Land Assignment Ordinance.

10.8.2 NO AUTHORIZATION FOR CLAIMS

Nothing in this Section shall be construed as authorizing any action to be brought against the Tribe which may arise from the use, disposition, or otherwise of present and previous assignments, or any portions thereof.

10.8.3 LIMITED APPLICATION

This Section shall only apply to those lands that were previously assigned under the Land Assignment Ordinance and shall not apply to any other property not assigned thereunder. Nothing in this Ordinance shall be construed as authorizing the expansion of or addition to lands governed under the Land Assignment Ordinance beyond the acreage that was formally assigned under that Ordinance.

10.8.4 USE OF TRIBAL ASSIGNMENT FOR HUD, TRIBAL CREDIT AND OTHER SECURITY PURPOSES

Unless otherwise prohibited in the Tribal Land Assignment Ordinance, the Tribal Council authorizes use of Tribal Assignments for purposes of securing services of HUD, Tribal Credit and other programs authorized by the Tribal Council, in a manner as similarly authorized for Council Assignments. The terms of the agreement shall govern the application of default procedures, consistent with the provisions of the Tribal Land Assignment Ordinance.

10.8.5 TRIBAL COURT DELEGATION

The authority of the Tribal Council to enforce provisions of the Land Assignment Ordinance is hereby delegated to the Tribal Court, provided however, that the administrative appeal remedies of the Land Department shall first have been exhausted.

10.8.6 TRIBAL LAND ASSIGNMENTS

The following provisions are the exact text of the 1955 Tribal Land Assignment Ordinance and any amendments thereto require a referendum election of the Hoopa Membership.

TRIBAL LAND ASSIGNMENT ORDINANCE

BE IT HEREBY RESOLVED, That tribal lands of the Hoopa Valley Indian Reservation may be assigned by the Hoopa Tribal Council, hereinafter called the Council, subject to the following prescribed conditions and stipulations:

1. For the purpose of this ordinance, the words "assignment", "house lot", and "selection" are synonymous. The words "he" and "his" also include "she" and "her" in the case of female applicants.

2. Granting of an assignment does not convey to the assignee any vested right to the land but merely grants to the assignee the right of occupancy and beneficial use only for himself and his family during his lifetime, unless, however, the assignee is qualified for an allotment and receives a trust patent for the assigned tract as provided for in Section 19 hereof; and Provided, further the assignee may will his assignment to some person designated by him as permitted under Section 16 hereof.

3. ASSIGNMENTS SHALL BE GIVEN TO THE FOLLOWING ONLY:

   A. Persons of at least one-quarter Hoopa Indian blood enrolled as a member of the Hoopa Tribe; except that this restriction shall not apply to land assigned prior to the effective date of this ordinance.

   B. Unmarried persons, male and female, not less than eighteen (18) years of age except as hereinafter provided in Section 3 (f).

   C. Persons who are physically and mentally competent to manage the land and their personal and business affairs in a successful manner.

   D. (omitted in original Ordinance)

   E. Persons who have not already been assigned a tract of tribal land.

   F. A minor child who would be eligible to receive an assignment upon reaching a specified age but whose parents may have been separated by death or legal divorce with the result that said minor child is in custody of a non-Hoopa Indian having no home of his/her own, said assignment to be issued for the benefit of the child.

4. PREFERENCE shall be given to heads of families with dependents over single persons and married persons without children; married persons over single persons; persons without land over persons owning lands.

5. APPLICATIONS for assignment shall be submitted in writing to the Chairman of the Council at least three days prior to any regular Council meeting. If the Council, in its discretion, agrees to consider the application and the applicant meets the requirements of Section 3 hereof, notice shall be given the public that an application for the assignment is being considered. Notice shall be by means of posters placed in the Hoopa Valley. Said notice must be posted for a period of not less than thirty days. After the necessary thirty-day notice period has elapsed, the Council at its next regular meeting may approve or reject the application, giving due consideration to the qualifications of the applicant and to any written protests, objections, or conflicting or prior claims.

6. OCCUPANCY AND BENEFICIAL USE shall be construed to mean:

A. Residence on the premises by the assignee for at least six months of each calendar year, or

B. Performing of at least $100 worth of improvements on the lands each calendar year, or

C. Actual use of the land for pasturing of livestock if fenced; for farming, gardening, or other agricultural use; for business purposes; or for such other use as may be stipulated in the assignment papers to be signed by the assignee.

7. The following practices shall NOT be construed to mean BENEFICIAL USE:

A. Mere fencing of the land without actual use of the tract for pasture or for other purposes specified in Section 6 hereof.

B. Mere cutting of wood from the land without further use of the tract for purposes specified in Section 6 hereof.

C. Leasing or subletting of the land without prior permission from the Council.

8. The Council reserves the right to specify and limit extent and acreage of areas to be assigned.

9. Title to buildings and improvements placed upon the land by the assignee shall rest with him and may be removed or sold by him at any time while the assignment is in effect. If the land shall be relinquished by the assignee or if the assignment is canceled by the Council, the time limit for the removal of the improvements and other property of the assignee is sixty days. After that time the title to improvements and other property will attach to the land and may not thereafter be removed except with the written consent of the Council.

10. All buildings and improvements shall be construed of durable material in a substantial, workmanlike, and presentable manner. Fences built must be hog-tight and must comply with the requirements of the California State Law. The assignee is obligated to build and maintain in good repair his half of line fences between himself and his neighbor. His half of the fence shall be that portion to his right as he stands facing his neighbor's land unless otherwise mutually agreed upon.

11. All buildings and improvements and the premises shall be kept in good repair by the assignee; he shall keep said lands and premises in an orderly, clean, and healthful condition; he shall use said lands and premises in a husbandlike manner to the best advantage; he shall commit no waste thereon; he shall maintain and preserve the fertility of the soil and permit no over-grazing or deterioration of the land in value or usefulness; he shall keep said land free from noxious weeds and pests; he shall not use or permit to be used any part of the premises for any unlawful purposes; and shall observe all

applicable law and order, health, sanitation, conservation, and other requirements imposed by the Federal of State Governments or by the Council.

12. The assignee may cut and remove dead, down, and unmerchantable green timber.

13. Green and merchantable timber on the land assigned is reserved from assignment, remains property of the Hoopa Valley Tribe and is not conveyed to the assignee; and the assignee shall grant access to or across the land without interference to any contractor who may hereafter purchase green and merchantable timber from the Tribe; provided the assignee shall be allowed reasonable compensation for any damage by his land. If agreement as to the amount of damages cannot be reached between the assignee and the contractor, they shall be determined by the Council. The assignee is not granted permission under his assignment to cut merchantable green timber from the premises except under special permit.

14. The Tribe reserves to itself and there are reserved from assignment minerals rights, ceremonial and sacred grounds, and rights of way for irrigation ditches and canals, power and telephone lines, and roads which may not exist or which may hereafter be constructed or maintained for public purposes.

15. Water on the land, such as springs, do not become exclusive property of the assignee. The Council reserves the right to adjudicate use of the water to permit its use by the neighbors if sufficient water is available. Water so adjudicated shall be transported through a pipe line buried at least two feet in the ground.

16. The assignee may designate in writing one person whom he wishes to receive his assignment upon his death and the reassignment of said land shall be made to such designated person, provided that the person designated is eligible, as provided in Section 3 of this Ordinance, to receive a standard assignment. If an assignee married to a white spouse or to an Indian spouse not a member of the Hoopa Tribe, dies without issue, the surviving white or Indian spouse shall not be eligible for reassignment of the land, but shall be entitle to compensation from the new assignee for the value of the improvements placed thereon by the assignee and shall be allowed a reasonable time not to exceed six months to vacate the assigned land. If the deceased assignee leaves a minor child as a result of such marriage who is designated as the devisee who will be eligible to receive an assignment upon reaching a specified age, the surviving spouse shall, with the sanction of the Council, have the right to continue to use and occupy the assignment during the minority of the child, under a land use permit to be issued by the Council for the benefit of the child. Upon death of the assignee and in event none of his heirs or other person designated by him wish to receive a reassignment covering this land, the permanent improvements placed on the lands by the original assignee may be sold by his heirs within sixty days after date of dearth and the land may then be reassigned by the Council. The conditions of any such sale must be approved in advance by the Council.

17. Non-use of the premises for a period of one year shall render the assignment subject to cancellation by the Council in its discretion.

18. Any lease, sublease, further assignment, or transfer of assignment or any interest therein must be approved in advance by the Council. Failure to secure such advance approval shall be sufficient cause for cancellation of the assignment.

19. The assignee shall be eligible for allotment of the tract assigned and issuance to him of a trust patent therefore covering the tract assigned at such time in the future as a trust patent therefore may be deemed advisable, provided said assignee can qualify for an allotment and has not already been allotted. Such issuance of a trust patent cannot be made without the consent of the Council, after 30 days public notice.

20. Failure on the part of the assignee to comply with all the conditions and provisions contained herein or which may hereafter be enacted shall render the assignment subject to cancellation by the Council, it its discretion. In the event the assignment is canceled, the Council shall so notify the assignee sixty days prior to the effective date, and the assignee agrees to deliver up the possession of the premises assigned peaceably and without legal process in as good condition as when assigned, normal wear and tear excepted. If the said assignee objects to said cancellation he shall make such protest in writing within thirty days after receipt of notice. Upon receiving this protest, the Council shall reconsider its action within thirty days and take such action as it may deem appropriate, which decision shall be final.

21. The final interpretation and application of this Ordinance shall rest with the Council and any decision shall be final.

22. This Ordinance becomes effective as of the date of its adoption by the Hoopa Tribe.

10.9 GRAZING AND AGRICULTURAL ASSIGNMENTS

10.9.0 PURPOSE

The purpose of grazing and agricultural assignments are to provide members of the Hoopa Tribe an opportunity to utilize tribal lands for grazing and agricultural purposes. The assignee shall be required to maintain all property under a grazing and agricultural assignment in as good or better quality as before the assignment was issued and all fixed improvements to the property shall become the property of the Tribe.

10.9.1 GRAZING ASSIGNMENTS

10.9.1.1 Grazing Assignment Definition

A grazing assignment means a permit issued by the Tribal Council for the purpose of allowing tribal members to use tribal land for grazing livestock that will enhance the livelihood of tribal members and provide benefits for the Tribe.

10.9.1.2 Eligibility

Eligibility for a Grazing assignment is limited to enrolled Tribal members who are physically capable of utilizing the property in a manner provided by the assignment.

10.9.1.3 Application, Consideration

Any adult Tribal member may apply to the Land Department for a grazing assignment. The application shall include the amount and location of the acres requested and the type and amount of livestock to be ranged on the assigned property. Among other factors, the Land Department shall consider the amount of livestock to be ranged and the natural productivity of forage materials of the property. The Land Department shall recommend as to the advisability whether the assignment should be granted and, if necessary, any limitations to be adhered to by the assignee.

Tribal grazing assignments may be issued by the Council in a manner consistent with the best interest of the Tribe, taking into consideration Reservation resources and residents. In consideration of whether to grant a assignment, the Department shall consider whether the person has previously held a grazing assignment and whether that person fulfilled his/her responsibilities under that assignment.

10.9.1.4 Number of Grazing Assignments

Any Tribal member may hold more than one grazing assignment at one time, provided that each lease complies with the provisions of this Ordinance.

10.9.1.5 Grazing Capacity

The Director of the Land Management Department shall determine the grazing capacity of each grazing assignment so as to achieve proper grazing management. The Land Department may adjust the grazing capacity if such modification is necessary for the long range benefit of the livestock and land.

10.9.1.6 Fences, Maintenance

Prior to placing any livestock on the assigned property, the assignee shall construct and maintain adequate fences to securely contain the livestock on the assigned property. Any person who willfully damages or destroys, or in any manner render ineffective, a fence belonging to another person or the Hoopa Valley Tribe shall be guilty of an offense and upon conviction shall be charged with penalties prescribed under the Tribal Civil Penalties, including but not limited to restitution, repair and replacement of any property damaged by said act.

10.9.1.7 Environmental Considerations

The Land Department will be guided by the environmental factors concerning the property and surrounding vicinity when considering grazing assignment.

10.9.1.8 Duration and Renewal of Assignments

Each grazing assignment shall be granted for no longer that a one (1) year initial period and thereafter may be renewed for up to an additional 4 year period, provided, that the assignee shall provide to the Land Department with an annual inventory of the livestock on the property. The assignee shall utilize the land within 30 days after receiving official notice of the assignment being approved by the Tribal Council and shall adhere to the terms of the assignment and this Ordinance or the assignment becomes null and void. Applications for renewal must include an inventory of livestock to be kept on the property and preference for renewal shall be given to the applicant renewing the assignment. When livestock are no longer owned, or if the property remains unused by the assignee longer six (6) months of each year the assignment is automatically terminated and land reverts back to the Tribe.

10.9.1.9 Fees

A fee of $10 per acre, per year shall be paid at the time that the assignment agreement is signed by the parties. Applications for renewal must include full payment in advance to be submitted with the renewal application.

10.9.1.10 Waiver of Bonds

All bonding requirements contained in Title 25, Code of Federal Regulations, are hereby waived for all grazing assignments granted and administered under this Ordinance.

10.9.1.11 Residential Assignments Do Not Supersede Grazing Assignments

Any grazing assignment and any acreage controlled thereunder may not be superseded by duly approved residential assignment.

10.9.2 AGRICULTURAL ASSIGNMENTS

10.9.2.1 Agricultural Assignments Definition

Agricultural assignments shall be those assignment s that allow the assignee to utilize Tribal property for agricultural purposes, provided that such property generates at least $250.00 per acre per year in clearly documented value to the assignee.

10.9.2.2 Eligibility

Eligibility for an Agricultural assignment is limited to enrolled Tribal members who are physically capable of utilizing the property in a manner provided in the assignment.

10.9.2.3 Waiver of Bonds

All bonding requirements contained in Title 25, Code of Federal Regulations, are hereby waived for all agricultural assignments granted and administered under this Ordinance.

10.9.2.4 Duration and Renewal of Assignments

Each agricultural assignment may be granted for up to a 5 years term, provided however, that the annual fee and revenue reports are filed with the Land Department and other requirement of this Ordinance and assignment are adhered to. The assignee shall utilize the land within 30 days after receiving official notice of the assignment being approved by the Tribal Council or the assignment becomes null and void. Applicants renewing must include a preference for renewal of the agricultural assignment. If the property is not utilized for agricultural purposes for longer than 6 month during any year the assignment becomes void, and the land reverts back to the Tribe.

10.9.2.5 Fees

The fees for agricultural assignments shall be $100.00 per acre per year.

10.9.2.6 Annual Reports

The assignee shall file with the Land Department an annual report which identifies any improvements made to the property, the uses of the property and type of crops grown and the amount of annual revenues received from the Agricultural assignment.

10.10 COMMERCIAL ASSIGNMENTS

10.10.0 PURPOSE

The purpose of the Tribal Commercial assignment shall be for improving the economic and community development of the Tribe and its members.

10.10.1 COMMERCIAL ASSIGNMENT DEFINITION

Commercial assignment shall mean any activity entered into or carried out for the purpose of earning a monetary profit to an individual, a Tribal entity or the Tribe.

10.10.2 ELIGIBILITY

Eligibility for a commercial assignment shall be open to any person, company or entity with due consideration being given to the financial probability of success of the operation.

10.10.3 COMMERCIAL ASSIGNMENT FEES

Commercial assignment fees shall be established by the Tribal Council, taking into consideration the amounts received for businesses of similar type in the area. The amount of the assignment fee may take into consideration the benefits to received to the Tribe and membership.

10.10.4 FACTORS FOR CONSIDERING COMMERCIAL ASSIGNMENTS

In considering whether to recommend approval, denial or modification of a new or existing assignment, the Land Department and Council shall consider the environmental impacts of such assignment and business, and to proposed location of the assignment that is being requested.

10.10.5 RESOURCE RELATED COMMERCIAL ASSIGNMENTS

If a person applies for a commercial assignment that proposes to utilize Reservation natural resources, the Land Department shall transmit the application and any other documents to the appropriate Tribal programs for their review. If necessary, the Land Department may recommend that the Council consult with outside organizations, businesses, agencies or individuals to properly review the proposal.

10.11 LAND ACQUISITION AND EXCHANGE

10.11.0 PURPOSE

The purpose of Tribal land acquisition is to regain in Tribal and trust status all lands within the exterior boundaries of the Hoopa Valley Indian Reservation; that such lands be under the exclusive jurisdiction and sovereign authority of the Hoopa Valley Tribe; and that all lands under the jurisdiction and sovereign authority of the Tribe be managed in such a way that preserves and promotes the long term interest of the Hoopa Valley Tribe. The purpose of land exchange is to provide a uniform process for the consideration of exchanges of lands by individuals or and the Tribe.

10.11.1.1 Establishment of Land Acquisition Reserve Fund

There is hereby established an Land Acquisition Reserve Fund for the exclusive purpose of purchasing and maintaining land under the authority of the Hoopa Valley Tribe. Such Fund shall be administered by the Tribal Fiscal Department and strictly governed under the provisions of the Tribal Budget Ordinance. Except as may be necessary for maintaining Tribal assets, all funds generated from proceeds from land (including land lease fees), rent from Tribal residential and business properties, and other funds as directed by the Council shall be deposited into the Land Acquisition Reserve Fund.

10.11.1.2 Withdrawals From Land Acquisition Reserve Fund

All withdrawals from the Land Acquisition Reserve Fund shall be by a specific spending plan, including appraisals and other available information concerning the land to purchased, and must be accompanied by a resolution approved by at least six (6) members of the Tribal Council.

10.11.1.3 Land Acquisition Procedure

Prior to withdrawal of any funds from the Land Acquisition Reserve Fund, the Fiscal Department shall develop and submit to the Council specific procedures for expenditures from the Fund.

10.11.1.4 Use of Acquired Land

All acquired lands shall be utilized for the mutual benefit of the Hoopa Tribe. Acquired property, including that acquired prior to the enactment of this Ordinance, may be assigned after the 3 year anniversary date of being acquired by the Tribe, or at an earlier date as provided under a use plan approved by the Tribal Council. The lessee shall be responsible for payment of taxes and other costs associated with the leased property during the term of the lease. Failure of the lessee to pay such costs shall constitute cause for termination of the lease and other action that may be necessary for collection of such costs.

10.11.1.5 Non-Member Acquisition

Any individual not a member of the Hoopa Valley Tribe who acquires land within the exterior boundaries of the Hoopa Valley Reservation shall be deemed to have consented to the jurisdiction of the Tribe, whether or not such land is to be held in trust or in fee status. Lands within the exterior boundaries of the Hoopa Valley Reservation acquired or owned by any such Indian may be held in trust by the United States for that Indian only if the Tribal Council consents by resolution.

10.11.1.6 Land Exchanges

The Tribal Council may approve the exchange of Tribal lands for other property that is deemed to be in the best interest of the Tribe. Land exchanges may take into consideration the land and other property values and other issues that are important to the Tribe. Exchanges involving trust property must be approved by the Secretary of Interior of his authorized representative.

10.11.2.1 Exchanges Involving Fee Property

The Tribal Council may exchanges Tribal trust property for land in fee status if such land is deemed to be beneficial to the Tribe.

10.11.2.2 Exchanges for Assignment Land

The Tribal Council may exchange Tribal land for land governed under Section 10.8 of this Title, the Land Assignment Ordinance, if it is determined that such an exchange is beneficial for the Tribe. In such an event, the land that was previously governed under the Land Assignment Ordinance shall be permanently removed from the assignment acreage and its status be converted to land governed under other sections of this Ordinance. Once the land has been converted, no interest shall remain with any individual Tribal member.

10.11.2.3 Land Exchanges Outside Reservation Boundaries

The Tribal Council may approve an exchange for land outside the boundaries of the Reservation if is deemed in the best interest of the Tribe, provided, however, that no trust property shall be transferred, exchanged, or otherwise lost from the ownership of the Tribe under the authority of this subsection.

10.12 WATER RIGHTS

10.12.1 PURPOSE

This section is to provide guidance to those individuals involved in land matters where concerns involving water, as it relates to the proper use of tribal trust lands and assignments of land is governed by this Ordinance. This section shall also apply in resolving matters relating to the use water resources from unallotted trust lands.

10.12.2 INTERPRETATION OF FEDERAL, STATE AND OTHER LAWS

As used in the Ordinance, the interpretation of federal, state and other laws shall be interpreted, as a matter of proprietary interest, in a manner consistent with the intent to preserve the Hoopa Valley Reservation and its rights and resources for the Hoopa Valley Tribe and its members. It is the intent of the Tribe that matters pertaining to water matters be decided in favor of enrolled tribal members to the greatest extent possible. Matters involving only enrolled tribal members shall be interpreted based on the length of actual proprietary use and the intent of the land involved. The Court my utilize federal, state and other laws to guide in the resolution of water matters before the Court. Nothing in this section shall be construed to establish or recognize individual rights in tribal property.

10.12.3 AUTHORITY OF TRIBAL COURT

The Tribal Court shall have authority to adjudicate matters before the Court involving water use and interest and shall have authority to allocate such water usage in order to resolve disputes. The Court may request to the Tribal Council for policy guidance as may be needed.

10.12.4 APPOINTMENT OF AD HOC WATER COMMITTEE

From time to time, the Tribal Court may appoint a 3 member ad hoc advisory committee of individuals familiar with a water matter before the Court. The Committee shall serve at the discretion of the Tribal Judge.

10.13 ENFORCEMENT PROVISION

10.13.0 ENFORCEMENT POLICY

It is the policy of the Tribe that, to the most reasonable extent, assignments not be canceled. Every reasonable effort will be undertaken to maintain the personal property and improvements on assigned land in the name of the official assignee. However, nothing in the

Ordinance shall prevent the cancellation of any assignment and the removal or forfeit of personal property and improvements for violations of this Ordinance.

10.13.1 COUNCIL ASSIGNMENTS – RELINQUISHMENT, NOTICE OF CANCELLATION

Non-use of the premises for a period of one year shall be sufficient cause for cancellation of the Council assignment. Failure on the part of the assignee to comply with all the conditions and provisions contained in this Ordinance or which may hereafter be enacted shall render the assignment subject to cancellation. The Land Department shall issue a Notice of Cancellation to the last known address of the lessee sixty days prior to the cancellation date. Unless the assignee responses within 30days after receiving the Notice of Cancellation the assignee shall be deemed to have voluntarily relinquished the assignment and the assignee is presumed to agree to deliver up the possession of the premises assigned peaceably and without legal process in as good condition as when assigned, normal wear and tear excepted. If the said assignee objects to said cancellation he/she shall make such appeal to the Land Department in writing within thirty days after receipt of the Cancellation Notice.

10.13.2 DEPARTMENT HEARING, APPEAL

The first level of administrative appeal for notices of violation of this Ordinance shall be with the Land Department. The Land Department shall develop procedures for handling appeals, including for hearings when requested by the assignee or as considered advisable by the Department, for addressing concerns raised in the assignment cancellation process. Upon receipt of a final decision of the Land Department concerning disposition of the assignment, the lessee may within 30 days file a complaint with Tribal Court.

10.13.3 TRIBAL COURT JURISDICTION

The final interpretation and application of this Ordinance shall rest with the Tribal Court and any decision of the Court shall be final.

10.13.4 TRIBAL COURT REVIEW

The decision of the Land Department may be reviewed by the Tribal Court. No less than 30 days after receipt of a complaint the Tribal Court shall schedule a date for a hearing. Consistent with the proper rules and procedures of the Tribal Court, the filing of a proper complaint shall constitute a motion for a stay of proceedings until the matter is considered by the Court.

10.13.5 REMOVAL OF PERSONAL PROPERTY

Title to buildings and non-fixed improvements placed upon the land by the assignee shall rest with him/her and may be removed or sold by him/her at any time while the assignment is in effect. If the land shall be relinquished by the assignee or if the assignment is canceled by the Council, the time limit for the removal of the improvements and other property of the assignee is

180 days. After that time the title to improvements and other property will attach to the land and may not thereafter be removed except with the written consent of the Council.

10.13.6 PROBATIONARY PERIOD

If the circumstances warrant, or if the situation can be resolved by probation, the Land Department or Tribal Court may issue a probation notice to a delinquent assignee for violation of this Ordinance. Such a probation notice shall include the terms and conditions that must be adhered to in order to protect the assignment from being canceled.

10.13.7 COUNCIL ASSIGNMENT CANCELLATION

10.13.7.1 Cancellation for Cause

Council assignments are subject to cancellation for cause for violations, including but not limited to, any of the following provisions:

A. Assigned premises shall not be used for unlawful purposes.

B. Transferring, assigning, or exchanging an assignment without the approval of the Tribal Council.

C. Illegally, or without approval of the Tribal Council, granting leases, assignments, easements, or rights-of-way by the assignee.

D. Removing fixed improvements which are part of the real property without authority from the Tribal Council.

E. Creating a public nuisance, allowing conditions to exist which would endanger life or the property of another person.

F. Unauthorized destruction or damage to any land, resources, or any continuing public threat to health or safety.

G. Non-use of the property beyond the limits established under this Ordinance.

H. Willfully falsifying an assignment application or other documents used in determining matters before the Land Department, or including incorrect information therein.

I. Being delinquent more than 90 days in a Tribal Credit Program loan that was for the purposes of improvement on the assigned property, or if improvement on the assigned property have been pledged as collateral without an agreement with that Program.

10.13.8 ENFORCEMENT – LAND ASSIGNMENT ORDINANCE

Violations and penalties resulting from activities occurring on assigned land as provided under Section 10.8 of this Ordinance shall be governed by provisions prescribed thereunder.

10.13.9 NOTICE OF OTHER VIOLATIONS

Any person who shall violate a provision of this Ordinance shall be served with a written notice to appear within no less that fifteen (15) days before the Land Department or Tribal Court. The notice shall include an explanation of the charges and a description action that is proposed to be taken. Each person shall be given an opportunity to be heard concerning the charges, have the right to be represented by counsel and to present witnesses on his/her behalf.

10.13.10 TRIBAL COURT ACTIONS

The Tribal Court shall make a final determination as to whether or not there has been a violation of this Ordinance. Upon a finding that an individual has intentionally violated a provision of this Ordinance, including failure to rectify a determined violation within a reasonable time period, or as more particularly prescribed by the Land Department, the Tribal Court shall be appropriate order cancel the assignee's assignment period, or in the alternative, may impose a monetary fine not to exceed $500 in lieu of cancellation of the assignment.

10.13.11 VIOLATIONS AND PENALTIES

The penalty for violation of any assignment provisions of this Ordinance may include, but not be limited to, cancellation of the assignment and the ejection of an assignee from the assigned property and an assessment of appropriate fine based on the severity of the violation. A violation of any regulation promulgated under this Ordinance shall be considered a violation of this Ordinance. Nothing in this Ordinance shall be construed as establishing limitations on the further legal action under applicable laws.

10.13.12 OTHER PENALTIES

Nothing in this Ordinance shall be construed to prohibit or otherwise limit the application of other Tribal, Federal and State laws to violations of this Ordinance, including those intended to preserve and protect land and areas protected under this Ordinance.

10.14 CONSTRUCTION

Nothing in this Ordinance shall be construed to establish any non-member rights in any Reservation resources, property, or assets that may be held for the benefit of the Tribe or any individual member of the Tribe. Nothing in this Ordinance shall be construed as establishing any individual rights of any Tribal member beyond those recognized by Tribal and Federal law. Nothing in this Ordinance shall be construed to establish jurisdiction in any agency or government that is not recognized by Tribal and Federal law.

10.15 SEVERABILITY

If any part of this Ordinance is held to be invalid the remainder shall remain to be in full force and effect to the maximum extent possible.

C E R T I F I C A T I O N

I, the undersigned, as Chairman of the Hoopa Valley Tribal Council, do hereby certify that the Hoopa Valley Tribal Council is composed of eight members of which seven (7) were present, constituting a quorum at a duly called, noticed and convened regular meeting held this Seventeenth day of March, 2005; and that this Ordinance was duly adopted by a vote of Six (6) for and None (0) against, and that said action has not been rescinded or amended in any way.

DATED THIS SEVENTEENTH DAY OF MARCH, 2005

A. BILLY COLEGROVE, VICE-CHAIRMAN
HOOPA VALLEY TRIBAL COUNCIL

ATTEST:
DARCY A. MILLER, EXECUTIVE SECRETARY
HOOPA VALLEY TRIBAL COUNCIL