



**CEMETERY RULES
AND
REGULATIONS**

JANUARY 1, 2026

MODIFICATIONS AND AMENDMENTS

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Corporation, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of these rules and regulations, when, in its judgment, the same appear advisable; and such temporary exception, suspension, or modification shall in no way be construed as affecting the general application of such rule.

The Corporation may, and it hereby expressly reserves the right, at any time or times to adopt new rules and regulations or to amend, alter, and/or repeal any rule, regulation and/or article, section, paragraph, and/or sentence in these rules and regulations.

All rules and regulations are for reference and guidance in carrying out and maintaining the high standards of the Gardens and Gardens service, and the principle upon which the said Perpetual Care Cemetery was established. All rules, whether written or not, shall give full consideration to the lot or crypt owner at all times, when in the judgment of the Corporation same does not conflict with the general plan, or affect the beauty of the property or the rights of other lot or crypt owners.

DISCLAIMER

Ponders Cemeteries makes no warranties, express or implied, regarding the suitability of the burial site as it relates to permeability. In the event unforeseen circumstances require extraordinary actions not anticipated in routine grave site excavations. Ponders Cemeteries expressly reserves the right, in its sole discretion, to refund the cost of services, in whole or in part, or to add additional charges for the excavation.

The following rules and regulations have been established for Whitfield, Murray Memorial Gardens and Colonial Hills by The Acworth Corporation, owner and operator of these cemeteries. It is organized under the laws of the State of Georgia and operates under a Perpetual Charter.

These Rules and Regulations are designed for the mutual protection of Owners of Interment rights as a group and the Cemetery as a whole. They are intended, not as a restraint on Owners, but as a measure to assure uniform and orderly administration of the Cemetery and enduring respect for all those whose presence is welcomed here. Enforcement of these Rules and Regulations will help protect your Cemetery and create and preserve its beauty. These Rules and Regulations are hereby adopted as the Rules and Regulations of the Cemetery, and all Owners of Interment rights, employees, visitors and contractors, and their employees performing work within the Cemetery, shall be subject to these Rules and Regulations.

The Cemetery expressly reserves the right, at any time and without prior notice to any owners, to adopt new Rules and Regulations or to amend, modify, or repeal any article, section, paragraph, or sentence of the Rules and Regulations and Memorial Installation regulations. The definition of certain terms used herein is set forth in the Appendix.

If you have questions or concerns, please contact us at:

Whitfield Memorial Gardens
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Dalton, Georgia 30720
Phone: 706.278.5850
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SUPERINTENDENT TO HAVE CHARGE OF COMMITTAL SHELTERS: All arrangements for any service in the Committal Shelters, if and when Shelters are erected, including the handling and disposition of flowers, must be under the supervision and control of the Superintendent and his assistants.

PROTECTION AGAINST LOSS: The Corporation shall take reasonable precaution to protect plot and crypt owners and the property rights of plot and crypt owners, with the Gardens, from loss or damage; but it distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially, from damage caused by the elements, an act of God, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

CHANGE OF ADDRESS OF LOT OWNERS: It shall be the duty of the lot owner to notify the Corporation of any change in his post office address. Notice sent to a lot owner at the last address on file in the office of the Corporation shall be considered sufficient and proper legal notification.

STATEMENT OF SALES AGENTS: The instrument conveying to lot owner the right of interment, and the rules and regulations of this Corporation, now in force or which may hereafter be adopted, including modifications or amendments thereof, shall be the sole agreement between the Corporation and the lot owner. The statement of any sales agent shall in no way bind to the Corporation.

COMPLIANCE: It is the duty of the Cemetery to see that the Rules and Regulations are enforced, that order is maintained, and that the best interests of the Owners of Interment Rights and the Cemetery are protected and promoted. To that end, the Cemetery is authorized to make temporary additional rules or take such actions that may be needed from time to time to meet emergencies or other situations or conditions that are not covered by these Rules and Regulations.

OTHER DECORATIONS: The Cemetery reserves the right to regulate the method of decorating Plots to maintain uniformity in order to preserve the beauty of the Cemetery Grounds.

GROUNDS MAINTENANCE

In case of recent interments or entombments, flowers, baskets, designs, and frames shall be removed from the grave or lot at any time in the discretion of the Superintendent NOT EXCEEDING 1 WEEK Upon written request made by the owner, or legal representative of owner of such grave, which said request shall be made at the time of, or written forty-eight (48) hours after interment or entombment, any particular basket, designs, or frames may be held for such owner or legal representative, but not exceeding two (2) weeks. If said baskets, designs, or frames are not called for and carried away during said period, said flowers, baskets, designs, and frames shall become the property of the cemetery.

Seasonal arrangements may be removed after a thirty-day (30) period by lot or crypt owner, or by the cemetery.

LANDSCAPING: The care of grass, seeding, watering, weeding, and mowing including the care of shrubbery, planting, pruning, fertilizing and replanting will all be done by the Corporation or under its supervision. Only landscaping installed by Cemetery personnel is permitted. The Cemetery will not be responsible for damage to vases or personal decorations.

PROHIBITED ACTS: No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind are allowed around any Lot or ground space, and no walks or brick, chat, cinder, tile, stone, marble, terra cotta, sand, cement, gravel, wood or other similar borders or designs are allowed on any Lot or on the vicinity of such Lot or grave space.

DEFINITIONS

The term "Gardens", "Park", "Cemetery" shall be used interchangeable and is hereby defined to include a burial estate for the permanent interment of the human deceased established and maintained by Whitfield Memorial Gardens, Murray Memorial Gardens and Colonial Hills Memorial Park Cemeteries herein called Cemetery, Company or Corporation.

The term "Lot", "Plot", "Burial Space", "Memorial Estate", shall be used interchangeable, and shall apply with like effect to one or more than one adjoining graves, or in the case of Mausoleum Crypts, one or more adjoining spaces in the Mausoleum.

The term "Lot or Plot or Estate Owner" as herein used means any person in whose name a burial lot or burial mausoleum crypt stands of record, Owners of Internment rights as owner, in the office of the Corporation. It means the owner has actually purchased the right to determine who can be buried in that particular space or crypt, not the land associated with the lot or crypt. "Lot Owner", "burial right" or "interment right" means a right to use a grave space, mausoleum, or columbarium for the interment, entombment, or inurnment of human remains which is deemed "right of internment".

The term "interment" shall mean the permanent disposition of the remains of a deceased person by burial or by entombment in the mausoleum or niche.

The term "Memorial" is hereby defined as a bronze marker set approximately level with the turf for the purpose of identification, or interchanged to mean upright markers in Garden Sections which are platted and specified for the sole use of upright markers. The term "Marker" is herein interchanged with the term "Memorial".

1. GENERAL MANAGEMENT RESPONSIBILITIES, SUPERVISION, PERPETUAL CARE & OWNERSHIP EXPLANATION

SUPERVISION

BENEFIT: This Perpetual Care Cemetery is a for-profit corporation operating for the benefit of all Owners of Interment Rights. The general objective of the cemetery is the care and maintenance and reasonable administration of the cemetery grounds and buildings at the present time and in the future.

ALL WORK: All work of any kind performed in the Cemetery including but not limited to grading, landscape work, improvements of any kind, all care on plots, all trees, shrubs and herbage of any kind that shall be planted, trimmed, cut or removed, all openings and closings of plots and removals (interments and disinterments) shall be performed by the Corporation or under its supervision and control.

LANDSCAPE: If any trees or shrubs situated on any plot or adjacent thereto by reason of the growth of their roots and branches or in any other way, become detrimental to the lot or adjacent lots, walks, drives, or dangerous or inconvenient to passer-by, the Cemetery shall have the right to enter upon the said lot and remove the said trees, and shrubs, or such parts thereof as are thus detrimental, dangerous, or inconvenient.

RIGHT TO REPLAT: The rights to enlarge, reduce, replat or change the boundaries or grading of the Cemetery, Cemetery Grounds or any section, garden, or selection or of any parkways in the Cemetery or Cemetery Grounds, including the right to regrade roads, drives, walks, parkways, gardens, or any part of such areas is expressly reserved to the Cemetery.

RIGHT TO CHANGE DRAINAGE: The rights to lay, maintain, and operate or alter or change pipelines or gutters for sprinkling systems, drainage, lakes, and other similar operations, are expressly reserved to the Cemetery.

GENERAL DECORATING POLICY FLOWERS

FLOWERS IN VASE: Flowers must be in an attached vase. Any fresh-cut flowers, floral arrangements, decoration and/or personal items placed directly on the ground will be removed and discarded by the cemetery. Flowers are permitted only in approved bronze memorial vase assemblies. Flowers in bronze vase assemblies will be permitted to remain as long as their beauty prevails or remains in season. Flowers in approved vases will be permitted to remain as long as their beauty prevails or remains in season.

UNSIGHTLY: The cemetery shall have the authority to remove all floral designs, flowers, flower vases, statues, knick-knacks of any kind, shrubs, plants, herbage or any other article of any kind from the cemetery, when, in the judgment of the superintendent of the cemetery, they become unsightly, diseased, do not conform to approved standards, or interfere with the care and maintenance of the cemetery.

ORNAMENTS: The placing of vases, shells, toys, metal designs, ornaments, chairs, settees, glass, crockery, wood or iron cases, statues, knick-knacks of any kind, and similar articles and materials hazardous to lawn mowers shall not be permitted, and if so placed, the Corporation reserves the right to remove and discard them.

MAUSOLEUM: In the Whitfield Memorial Gardens or Colonial Hills Mausoleums all flowers must be in a vase attached to the crypt front.

HOLES: No holes are to be dug in the ground.

PEACE LIGHTS: Only Peace Lights or Eternal Lights will be allowed, all others will be removed. Peace or Eternal Lights must be placed in vases and not placed on the ground.

5. CONSUMER ASSURANCE

PRESERVATION OF PLANTS AND WILDLIFE: All persons are prohibited from gathering flowers, either wild or cultivated, breaking trees, shrubbery, or plants, or feeding or disturbing the birds, fish or other animal life within the Grounds of the Cemetery.

LITTERING: Littering on driveways, paths, or in part of the grounds or buildings is prohibited. When your flowers become unsightly and we haven't already removed them, you can come by the office and we will provide you with a garbage bag for your disposal, or you can bring them by the office to discard.

AUTOMOBILES: Automobiles and other vehicles shall be kept under complete control at all times. Parking is permitted in designated spaces or on paved roadways next to curb. Parking on grass is prohibited. The requested speed limit is 10 miles an hour at all times on all driveways.

BICYCLES AND MOTORCYCLES: Bicycles or motorcycles are not permitted in the Cemetery, except as may be used to attend funerals or in connection with business at the Cemetery.

FIREARMS: Firearms are not permitted at the Cemetery except as brought in by duly authorized law enforcement personnel, Military Honor Guard or with special permission from the Cemetery.

PEDDLING AND SOLICITING: Peddling of flowers or plants or soliciting the sale of any commodity other than by the Cemetery, or persons authorized by the Cemetery, is prohibited at the Cemetery.

RIGHT TO INGRESS AND EGRESS RESERVED: The Cemetery reserves, to itself and to those lawfully within the Cemetery, a perpetual right of ingress and egress over Plots for the passage to and from other Plots.

PETS IN THE CEMETERY: No animals are permitted in the cemeteries.

SKATEBOARDING: Skateboarding is not permitted on Cemetery property.

ADMISSION: The Gardens is a private corporation, and reserves the right to refuse admission to any one, other than lot or crypt owners, or their immediate relations; and to refuse the use of any of the Gardens' facilities, at any time, to any person whom the management may deem objectionable to the best interest of the Gardens.

FUNERALS: All funerals, on reaching the Gardens, shall be under the charge of the Superintendent or his assistant, or any officer of said Gardens.

VIEWING: Once a casket containing a body is in charge of the Gardens, no person or persons shall be permitted to open the casket or to touch the body without the consent of the legal representative of the deceased, or without a court order.

HOURS: Any person or Company providing services or merchandise within the boundaries of the Park will do so within the Cemetery guidelines and during normal working hours. Normal cemetery office hours are Monday through Friday 9:00 AM to 4:00 PM. Further, the Cemetery must be provided, in advance of any work to be performed, a current Certificate of Insurance for Worker's Compensation, Automobile Liability, and Comprehensive Liability Insurance, with limits acceptable to the Cemetery Corporation, for any and all work or service to be performed within the Cemetery boundaries.

GENERAL

CEMETERY NOT RESPONSIBLE: The Cemetery will take reasonable precautions to protect the Owners of Interment Rights from loss or damage, but it disclaims any responsibility for loss or damage, direct or collateral, from causes beyond its reasonable control, including damages caused by the elements, an act of God, common enemy, thieves, strikers, malicious mischief, explosions, unavoidable accidents, insurrections, riots, or any order of any military or civil authority.

RESPONSIBILITY OF THE CEMETERY AND SIGNATURES: The Cemetery Agreement, the Certificate of Ownership of Interment Rights, and these Rules and Regulations and any amendments to these Rules and Regulations shall constitute the ONLY agreements between the Cemetery and any Owner(s) of Burial Rights. The Cemetery reserves the right to require that any signature(s) affecting Interment Rights be notarized.

PERPETUAL CARE

MEANING: To provide for the future care and maintenance of the Cemetery, the Cemetery has established and created an Irrevocable Perpetual Care Trust Fund into which the Cemetery shall deposit those amounts required in compliance with regulations of the applicable state laws.

TRUST AGREEMENT: By a trust agreement with a reliable bank or financial institution approved by the state as trustee of this fund, this institution is made the sole depository, has entire control of said fund and is charged with the safekeeping and investment of same.

CARE & MAINTENANCE: The principal of this fund must be held intact and can never be used for any purpose other than the investment by the Trustee; and the net income, only, can be used for the Care and Maintenance of the Gardens and for no other purpose.

OBJECTIVE: The general objective of the Corporation is building, operating, and maintaining a modern garden-plan burial estate that will always be a beautiful memorial to the dead and a place that the living may appreciate and sacredly enjoy. The term "Perpetual Care" shall be held to mean, all general work necessary to keep the property in a presentable condition at all times. This shall include the cutting of grass at reasonable intervals; raking, cleaning and filling, and the seeding or sodding of graves; replacement and pruning of shrubs and trees; the repair and maintenance of the enclosures, buildings, drives, walks, and the different memorial gardens; to the end that said grounds shall remain and be reasonably cared for as Garden grounds.

of the building installation.

SQUARE INCH: Reasonable installation fee must be paid in advance, on memorials and foundations to be installed by the Cemetery. This fee is based on the Square Inch Size of the Total Area, and shall be determined by the officers of the Cemetery Corporation, and said charges shall be posted in the office of the Cemetery and is subject to change without notice.

SIZE OR SHAPE: In the event a marker or memorial of theretofore uninstalled size or shape is approved by the Cemetery, the owner shall pay the fair and reasonable cost of the special form required to construct the foundation for such marker or memorial, the charge for such service, or installation, or continual care shall be by special arrangement with the Cemetery, payable in advance of the work to be done. These charges are based on the Square Inch Size of the Total Area.

INSURANCE: The family or owner has the sole responsibility to insure and keep insured, all markers, memorials, and other personal property that are placed in the cemetery, whether purchased from the cemetery or others, against vandalism, theft and other perils or casualties. The Corporation is not responsible for vandalism, theft or damage of any type to items placed in the cemetery.

stated in “Georgia Cemetery and Funeral Services Act of 2000).

WEEKENDS AND HOLIDAYS: No outside contractor or outside installer, or agent of an outside contractor or outside installer, shall work on Sundays or any holiday in the Cemetery.

FUNERAL SERVICES: No equipment shall be brought onto the Cemetery Grounds while a funeral service is in progress.

DELIVERY ERRORS: If the delivery is unacceptable, the Cemetery will notify the outside contractor, outside installers, or such person's agent of the errors in writing within 5 working days after installation. Errors are to be corrected by the supplier within a reasonable period of time, not to exceed 15 days from the date of notification. Errors are deemed corrected when an approved inspection form is signed by the Cemetery. The Cemetery reserves the right to take reasonable and appropriate action in the case of safety-related errors or extended Non-performance to correct errors.

DAMAGE: The outside contractor, outside delivery agent, or such contractor or installer's agent is responsible for any damage to the Cemetery or property owned by Owners of Interment Rights caused by their equipment or personnel. Any damage caused to the Cemetery property or property owned by Owners of Interment Rights shall be reported to the Cemetery immediately. Such damage shall be repaired as soon as possible. Written notice must be given to the Cemetery of the remedial work done to correct or repair such damage.

INSCRIPTIONS: The Cemetery reserves the right to inscribe or install all inscriptions on any community Mausoleum building.

PRIVATE MAUSOLEUM ESTATES: All Private Estate Mausoleums will be required to pay 7.5 percent of the retail price to the Cemetery Perpetual Care Fund to ensure the ongoing maintenance of the building. The Cemetery reserves the right to review the plans and specifications to approve the building construction and installation. The Cemetery reserves the exclusive right to install the foundation for the building, per the manufacturer’s specifications, at the current Private Estate rate. The Cemetery also reserves the right to control all aspects

LIMITED: Perpetual Care is limited to the amount of work which can be done with the income from the Trust Funds.

OWNERSHIP EXPLANATION

BURIAL RIGHTS: "Burial right" or "interment right" means a right to use a grave space, mausoleum, or columbarium for the interment, entombment, or inurnment of human remains.

CHANGE OF ADDRESS: Owners of Internment rights must notify the office of any change in address. Written notice to the Owners of Interment rights last known address shall be considered sufficient legal notice.

SELLING INTERMENT RIGHTS: Owners of interment rights shall not sell or assign interment rights to another person without the express written consent of the Cemetery. The original certificate of interment rights must be returned to the office along with a valid picture ID, in order to transfer interment rights. All transfers of interment rights shall be subject to a transfer fee as stated in the current price list.

REVERT BACK: Should any space be vacated and disinterred, the remains removed from the cemetery, the space so vacated shall revert back to the cemetery and the regular charge for disinterment will be made.

SIGNS: No sign indicating that a plot or vault is “For Sale” will be permitted on Cemetery grounds.

LOCATION OF SPACE: When instructions from a “Owner of Interment Rights” regarding the location of an interment space in a plot cannot be obtained, or are indefinite, the Cemetery may, so as not to delay the funeral, open a location in the plot as it deems proper, and shall not be liable for any error made in connection with the decision regarding such location.

2. CEMETERY OPERATIONS

INTERMENTS

REQUEST FOR INTERMENT: A written request is required from the owner (or immediate family member if the owner is deceased) to open an interment space. A minimum notice of twenty-four (24) hours is required prior to scheduling of any interment and is to be arranged through Whitfield Memorial Gardens office located at 710 W. Cuyler St., Dalton, GA 30720. No interment will be permitted in any cemetery space, crypt, vault, etc. against which there are any unpaid charges or assessments.

FUNERAL SERVICE TIMES: Normal Cemetery office hours are Monday through Friday 9:00 AM to 4:00 PM. The Cemetery will open for Funeral Services from 9:00AM to 4:00PM Monday-Friday. There is a late charge of \$200.00 after 4:00PM. Additional Fees for Saturday Services will be published in the Cemetery general price list. No interments, disinterments or burial services are provided or permitted on Sundays, Thanksgiving, Christmas day, New Year's day or July 4th.

VAULTS: An approved outer burial container of not less than 13 gauge steel must be used for all in ground interments for caskets or urns. Concrete boxes or concrete Vaults are not permitted.

EMBALMING REQUIRED: Embalming of the body by a licensed embalmer is required when deceased remains are to be entombed in any communal mausoleum crypt. A copy of the embalming permit may be required prior to the time of entombment.

SINGLE DEPTH: In sections of single depth graves, not more than one body, or the remains of more than one body, shall be interred in one grave or crypt, except a mother and infant, or two infants in one casket, unless authorized in the written purchase agreement. No grave containing a body will be reopened for an additional interment except where double-depth burial is permitted.

advance, a current Certificate of Insurance for:

Worker's Compensation and employer's liability insurance with (Insurance and Bonding requirements as stated in "Georgia Cemetery and Funeral Services Act of 2000.)

Comprehensive General Liability Insurance and Automobile Liability insurance (Insurance and Bonding requirements as state in "Georgia Cemetery and Funeral Services Act of 2000.)

INDEMNIFIED: The Cemetery Corporation shall be indemnified in the following manner:

The outside installer shall be responsible for all liability arising out of their employees and/or its' employees' work at the Cemetery.

The installer agrees to indemnify and save harmless the Cemetery Corporation, including those of bodily injury, property damage, or professional negligence which occurs due to actual or alleged charges in connection with the performance of and arising from acts of the Installer, his employees, agents, sub-contractors, or general supervision by the Cemetery, except for injury or damage resulting from the sole negligence of the Cemetery.

The Cemetery is to be notified by the Installer's Insurance Carrier thirty (30) days in advance, of any cancellation or material changes made in the Installer's coverage's.

FOUNDATIONS/INSTALLATIONS: All foundations for any Memorial or Private Mausoleum Estate, where ever purchased, shall be installed by the Cemetery. Foundation charges and the charge for Memorial installation shall be as established from time to time by the Cemetery and shall be the same for all Lot Owners, regardless of where the Memorial is purchased.

INSURANCE REQUIRED: Each outside contractor or outside delivery, or such person's agent, must provide a copy of current insurance coverage in order to legally conduct business at the Cemetery and make deliveries to the specified delivery area. Evidence of general liability coverage in an amount that Insurance and Bonding requirements as

INSTALLATION OF MEMORIALS, UPRIGHT MONUMENTS AND PRIVATE MAUSOLEUM ESTATES

AUTHORIZATION REQUIRED: The authorization for installation must be made on an approved form provided by the Cemetery. Authorization must be signed by the owner of the site's burial rights.

MERCHANDISE DEALERS: Before any merchandise dealer can install merchandise we require the following:

- Application for approval of merchandise.
- A pictured marker layout of the memorial including all measurements and pieces.
- A monument inspection and site location fee.
- All Bronze on granite memorials must have sawed sides, including veterans' foot markers.

Once we have received a request for installation, we will contact the merchandise dealer within two (2) days to schedule the installation of merchandise within the next five (5) business days, provided all the proper authorizations and other requirements have been delivered to and approved by the cemetery. We will schedule the time Tuesday through Friday from 9:00 to 4:00 pm. We will request that the time be set so the installation and the cleanup can be accomplished prior to closing at 4:00 pm. The scheduling of burials must take priority over all other activities. If the scheduling needs to change because of a burial we will give you twenty-four (24) hour notice. In the event a burial is taking place, the installing person shall be required to withdraw until the funeral being conducted has concluded and those in attendance have left the cemetery, at which time the installation of the merchandise may be continued.

OUTSIDE VENDOR INSTALLATIONS: Memorials and foundations installed by sources other than the Cemetery Corporation may only be installed by a vendor who is a registrant under the Georgia Cemetery and Funeral Services Act of 2000. Such vendor must comply with the cemetery's "Rules and Regulations for Merchandise Dealers & Memorials" before such vendor will be permitted to install a memorial (monument). An installation inspection fee as stated in the current price list will be charged for all installations of memorials purchased from outside vendors. The Installer must submit to the Corporation, in

LOCATION: When instructions regarding the location of an interment space in a plot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the Superintendent may, in his discretion, open it in such location in the plot as he deems best and proper, so as not to delay the funeral; and the Corporation shall not be liable in damages for any change so made.

DELAY: The Corporation shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with. The Corporation shall be under no duty to recognize any protests of interments unless these are in writing and filed in the office of the Corporation.

PRIVATE: No private mausoleums will be permitted, neither will any vault or tomb of any material or nature which extends to the surface of the ground or would interfere with the sod or natural beauty of the Gardens except in that section or sections which may hereafter be so designated by the Corporation.

SURFACE: The surface of an interment space may not be raised or depressed above or below the elevation of the surrounding ground.

CORRECTION OF ERRORS: The Cemetery shall have the right to correct, without liability for the payment of damages, any errors that may be made by it in making interments, disinterments, or removals or in the description, transfer, or conveyance of any Interment property, either by canceling such conveyance and substituting a corrected conveyance in lieu of the erroneous conveyance or other Interment property of equal value and, if possible, similar location selected by the Cemetery in its sole discretion; or, if a similar location is not available, or if the alternate site(s) are not acceptable to the customer, by refunding the amount of money paid on account for the purchase. In the event such error involves the interred remains of any person in a burial space, the Cemetery reserves the right to remove and/or transfer the remains so interred to another burial space of equal value and similar location.

COMMITTAL SERVICES: Tent set-ups and gravesites services in general may be suspended at any time at the discretion of the Cemetery for safety reasons. Tents shall not be set up if there exists a “Weather Advisory” from the weather service. All arrangements for any service in the Committal Shelters, if and when shelters are erected, including the handling and disposition of flowers, must be under the supervision and control of the cemetery.

DURING INTERMENT: While a funeral or Interment is being conducted, work shall cease within a section of the Cemetery. To ensure uninterrupted preparation for and proper conduct of funerals, Interments, or other work at the Cemetery, the Cemetery retains the right to control when work by outside agents or contractors will be permitted on Cemetery Grounds.

COUNTY AND STATE LAW: Besides being subject to these rules and regulations, all interments, disinterments, and removals are made subject to the orders and laws of the properly constituted authorities of the county and state.

DISINTERMENTS AND REMOVALS

CARE IN REMOVAL: The Cemetery will exercise the utmost care in making a removal, but assumes no liability for damage to any casket, outer burial container or vault or urn incurred in making the removal.

SUPERVISION: Removals will be made only by Cemetery personnel and exclusive of the presence of all other individuals unless authorized.

NOTICE: The Cemetery reserves the right to receive at least seven days’ notice, excluding holidays, prior to any disinterment or removal.

TO A MORE DESIRABLE SPOT: Remains may be removed from the original Plot to an available larger or more desirable Plot in the Cemetery if there is an exchange or purchase for that purpose, and the legal representative (per Georgia law) of that deceased person has consented.

MONUMENTS

Minimum Individual- 1'8" x 2'2" x 0'8" Tablet 12'10" x 1'2" 0'8" Base (sawed edges only)

Minimum Companion - 3'0" x 2'2" x 0'8" Tablet 14'0" x 1'2" x 0'8" Base (sawed edges only)

Maximum width for monument base not to exceed 85% total width of graves covered.

MATERIAL: The material content of all bronze Memorials currently Shall consist of:

Not less than 87% Copper

Not less than 5% tin

Not more than 2 1/2 % lead

Not more than 5% zinc

All other elements in total not exceeding 1 %

QUALITY AND WORKMANSHIP: Imperfections which mar the appearance or impair the usefulness and stability of the finished Memorial, Marker, or Upright Monument are unacceptable. Each Memorial, Marker, or Upright Monument must be free from weakening defects and imperfections.

VETERAN MEMORIALS: Flush type bronze or granite Memorials furnished by the Federal Government will be accepted by the Cemetery. The bronze Memorials must be attached to a granite base (sawed edges only). Standard installation charges apply.

MEMORIAL BASES: All bronze Memorials must be attached to a granite base. The granite base must be no less than a nominal 4 inches in thickness with 4 inches as minimum and 6 inches as maximum with sawed edges only. At time of installation any base that is chipped, cracked, broken, or in any other way damaged will not be approved for installation.

PRIOR TO INSTALL: No permanent memorials are permitted to be installed upon a space that has any unpaid charges or assessments.

VENDORS: Memorials and foundations installed by sources other than the Cemetery Corporation may only be installed by a vendor who is a registrant under the Georgia Cemetery and Funeral Services Act of 2000. Such vendor must comply with the cemetery's "Rules and Regulations for Merchandise Dealers & Memorials" before such vendor will be permitted to install a memorial (monument). An installation inspection fee as stated in the current price list will be charged for all installations of memorials purchased from outside vendors. The Installer must submit to the Corporation, in advance, a current Certificate of Insurance for:

Worker's Compensation and employer's liability insurance with (Insurance and Bonding requirements as stated in "Georgia Cemetery and Funeral Services Act of 2000.)

Comprehensive General Liability Insurance and Automobile Liability insurance (Insurance and Bonding requirements as state in "Georgia Cemetery and Funeral Services Act of 2000.)

SIZE OF MONUMENTS, MEMORIALS AND MARKERS

These requirements are available at the Cemetery office. Basic guidelines are as follows:

BRONZE

Minimum Individual- 24 x 12 Bronze on 28 x 16 x 4 granite (sawed edges only)

Minimum Companion - 36 x 13 Bronze on 40 x 17 x 4 granite (sawed edges only)

Vases are permitted if affixed to base.

FLAT GRANITE (CAN ONLY BE USED AS FOOT MARKERS IN UPRIGHT SECTIONS ONLY)

Minimum Individual - 24 x 12 x 4 (sawed edges only)

Minimum Companion - 48 x 12 (sawed edges only)

REVERT BACK: Should any space be vacated and the remains removed from the cemetery, the space so vacated shall revert back to the cemetery and the regular charge for disinterment will be made.

AUTHORIZATION AND PERMITS: The officers or other duly authorized representatives of the Cemetery shall require that proper authorization and permits have been obtained and presented to the Cemetery before disinterment or removal.

LOTS AND CRYPTS

EQUAL TO: Upon receipt of initial payment on said lot or crypts, or at any time thereafter, when payments are not in arrears, the Purchaser shall have the right to make interments or entombments in said lot or crypts provided the amount paid to Company is equal to the proportionate part of contract for said space or spaces to be used for interment or entombment. The payment of such money and privilege of making interments or entombments shall not confer upon the Purchaser any title whatsoever to said lot or crypts or any part thereof, until all of said account shall have been paid in full.

CONSENT: The Corporation reserves a protectorate over each, and every lot, parcel, grave, or crypt sold in said Gardens. That is, no lot, grave, or crypt shall be molested, marred, changed, improved, or bodies disinterred without the consent of the Corporation.

STRUCTURE: In the event any of our mausoleums, communal or private, columbarium's or niches, become structurally unsafe the Corporation shall have the right to remove any body or bodies interred or entombed therein, together with any and all markers placed thereon, to other grounds or another safe and sound structure in the Gardens. In any such event the Corporation shall give written notice by registered mail addressed to the registered holder of such contract at his address as shown by the Corporation's records.

PROPERTY RIGHTS OF LOT OWNERS

BURIAL RIGHT: All right, title, and interest conveyed in any lot, plot, crypt, or burial space is, and at all times shall be, limited to a “right of interment” or “Burial Right” of human remains only, which is subject at all times to the rules and regulations and by-laws of the Corporation, on file at its office, now existing and/or which may be by it hereafter adopted either by amendment or alteration, all of which are conditions, reservation and restrictions, and are binding on the Lot Owner, his heirs devisee, executors, administrators and assigns.

JOINT CONVEYANCES: In all conveyances to two or more persons, each Lot Owner shall have a vested right of interment of his or her remains in the plot so conveyed. Upon the death of a Lot Owner, the interest in the Lot shall immediately rest in the survivor or survivors, subject to the vested right of the interment for the remains of the deceased Lot Owner.

AFFIDAVIT: An affidavit of any competent person setting forth the fact of the death of one Lot Owner and establishing the identity of the survivor named in the Certificate of Ownership when filed with the Corporation, shall be its complete authority to permit the use of the unoccupied portion of such plot in accordance with the directions of the survivor or his successor in interest.

SINGLE INTERMENT PER SPACE: A vested right of interest as in these rules provided may be waived and shall be terminated upon the interment elsewhere of the remains of a person entitled thereto under this provision. No such vested right of interment shall be construed to give to any person the right to have his or her remains interred in an interment space in which the remains of any deceased person having a prior vested right of interment therein shall have been deposited, or to give to any person the right to have the remains of more than one deceased interred in a single interment space in violation of the rules and regulations of the Gardens in which such interment is located. Exception will be made in instances of infants, still born and very small children.

memorialize loved ones. The Cemetery reserves the right to deny or remove any monument or memorial with such inscription that may be deemed inappropriate and disrespectful.

TEMPORARY MARKERS: Temporary markers made of wood, concrete, paper and plastic are strictly prohibited. Temporary markers are permitted for 30 days only.

INSTALLATION VEHICLES: Monument installation vehicles must stay on the roadway. No monument vehicle is allowed to leave the roadway without express written consent of The Cemetery.

REMOVAL: The Cemetery reserves the right to take down and remove any monument, tablet, gravestone or other erection which has fallen into decay has become unsightly or which has been erected contrary to the terms and conditions upon which permission to erect the same was granted, or in the case where construction, payment or otherwise have not been complied with.

APPOINTMENTS FOR INSPECTION: Markers sold by third party individuals may only be delivered on the scheduled day of the month with a proper scheduled time for delivery inspection. Appointments for inspection must be made 48hrs prior to the scheduled monthly delivery day. Inspection to be done with a representative of The Cemetery and the delivering company on an approved cemetery form. We also reserve the right to cancel delivery due to a funeral or other activity within the cemetery. Delivery will only be allowed at our specified delivery area and must be from a representative of the memorial dealer. No deliveries will be accepted directly from the manufacturer or third party delivery. If the need arises and a third party delivery must be used because of size or weight then a representative of the dealer must also be present. We will only accept memorials from the person responsible for the sale and approval of the monument drawing already preapproved and must be present at time of delivery.

4. MEMORIALS, MARKERS, AND UPRIGHT MONUMENTS

MONUMENTS, MEMORIALS AND MARKERS: All memorials in the flat memorial gardens shall consist of a flat bronze plaque affixed to a flat granite base and shall be installed in conformance with the specifications stated in the Rules and Regulations for Merchandise Dealers & Memorials. Upright memorials will be allowed in the upright gardens only. All memorials must be approved by the cemetery before installation.

APPROVAL: All monuments & memorials are subject to the approval and regulations of Whitfield Memorial Gardens, Murray Memorial Gardens and Colonial Hills Memorial Park.

DOCUMENTS: Complete documentation is required for any Marker or Memorial installed in the Gardens. Required information as to Manufacturer, Order Number, Installer and Date of Installation is necessary for any future replacement, additions, or repairs.

DESIGN PROOF: Each monument & memorial design proof shall be submitted, with the Application for Monument or Memorial to The Cemetery office for review and compliance with the requirements set forth by The Cemetery prior to the manufacturing of said monument or memorial. All monument and memorial design submissions shall contain the accurate Section, Lot & Grave number of the said grave to be engraved or molded in the lower right hand corner of a flat monument or memorial and on an upright monument or memorial the Section, Lot & Grave number is required to be at the lower right hand corner of the top of base. Any incomplete submissions will be returned. The Cemetery specifically reserves the right to reject any monument or memorial design if, in the opinion of The Cemetery see the quality or craftsmanship of the monument design is not suitable or does not comply with the regulations set forth by The Cemetery. Only selected natural stone from established quarries or bronze meeting the specifications of the United States Bureau of Standards, set forth in the Rules and Regulations of the cemetery should be used for monuments. In all cases, craftsmanship should be of superior quality. Monument and memorial inscriptions shall be accurate, respectful, and provide dignity for the interred and for the cemetery as a place of honor and to

INALIENABLE BY DEATH OF OWNER: Whenever an interment of a member of the family of the record owner, or of a relative of a member of said family, or of the remains of the record owner, is made in a burial plot and said owner dies without making disposition of such burial plot in his will by a specific devise thereof, or by a written declaration filed and recorded in the office of the Corporation, such burial plot thereby becomes inalienable and shall be held as the family burial plot of the owner or his or her heirs.

TRANSFER OR ASSIGNMENTS

TRANSFER FORM: No transfer or assignment of any right of interment shall be valid without the consent in writing of the Corporation first to be had and endorsed upon such transfer or assignment, and thereafter being recorded on the books of the Corporation.

INDEBTEDNESS: The Corporation may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due to the Corporation from the record plot owner.

TRANSFER FEE: All transfers of ownership in lots shall be subject to a transfer fee as stated in the current price list, which charge must be paid when the transfer is made and recorded on the books of the Corporation.

3. VAULTS, URNS & CASKETS

REQUIRED: In every earth Interment the casket shall be enclosed in a burial vault.

STANDARDS: An approved outer burial container of not less than 13 gauge steel must be used for all burials. No concrete boxes or vaults are allowed.

INSTALLATION: The installation of any earth burial vault shall be made by or supervised by the Cemetery.
If an outer burial container is purchased from an outside vendor, the vendor needs to be a registrant under the Georgia Cemetery and Funeral Services Act of 2000. The Installer must submit to the Corporation, in advance, a current Certificate of Insurance for: Worker's Compensation and employer's liability insurance with (Insurance and Bonding requirements as stated in "Georgia Cemetery and Funeral Services Act of 2000.)

Comprehensive General Liability Insurance and Automobile Liability insurance (Insurance and Bonding requirements as state in "Georgia Cemetery and Funeral Services Act of 2000.)

INDEMNIFIED: The Cemetery Corporation shall be indemnified in the following manner:

The outside Installer shall be responsible for all liability arising out of its' employees and/or its' employees' work at the Cemetery.

The installer agrees to indemnify and save harmless the Cemetery Corporation, including those of bodily injury, property damage, or professional negligence which occurs due to actual or alleged charges in connection with the performance of and arising from acts of the Installer, his employees, agents, sub-contractors, or general supervision by the Cemetery, except for injury or damage resulting from the sole negligence of the Cemetery.

INSTALLATION FEE: All vaults purchased from an outside vendor shall be subject to a vault installation fee as stated in the current price list.
GRAVE SPACE: All urns being buried in the earth of a grave space shall be required to be placed in an approved not less than 13 gauge steel Urn Vault.

NICHE: Urns placed in a Columbarium Niche, Mausoleum, or any combination of these shall not be required to have an Urn Vault, as long as the Urn is made of any enduring material such as, but not limited to: marble, concrete, bronze, copper, polypropylene, or steel. Cardboard urn vaults are not permitted.

INTEGRITY: The Cemetery reserves the right to reject an urn vault of deficient strength and/or rigidity; the integrity of the Interment space must be protected.