**Resting Place Memorial Garden, LLC.**

OWNERS AND OPERATORS OF

RESTING PLACE MEMORIAL GARDEN, LLC.

# ***RULES AND REGULATIONS***

# ***PURPOSE***

1. These rules and regulations are designed for the protection of owners of interment rights as a group. They intended, not restraining. but rather as a preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect your Cemetery and create and preserve its beauty. These rules and regulations are hereby adopted as the rules and regulations of Resting Place Memorial Garden, LLC. and all owners of the interment rights, visitors and contractors performing work within the Cemetery, shall be subject to said rules and regulations, amendments or alterations as shall be adopted by Resting Place Memorial Garden, LLC., from time to time.

## ***DEFINITIONS***

1. The term "Cemetery" as used in these rules and regulations, is hereby defined to mean Resting Place Memorial Garden, LLC.
2. The term "Owner" shall mean the owner of rights of interment.
3. The term "Interment" shall mean cremation and inurnment, entombment or burial of the remains of a deceased person.
4. The term "Memorial" shall mean any marker of structure upon or in any lot or niche, placed thereupon or therein or partially therein for the purpose of identification or in memory of the interred.
5. The term "Contractor" as used in these rules and regulations shall mean any person, firm or corporation or anyone engaged in placing, erecting or repairing any memorial, or perforating any work in the Cemetery grounds, other than an employee of the Cemetery.
6. Only persons possessing burial rights certified by this Limited Liability Company, or their heirs, shall be possessed of any interest in any lot or lots in this Cemetery, and it shall be used for no other purpose than the burial of the human dead.

Upon refusal of the Cemetery to permit interment because of the above rule, the Cemetery may refund to Owner the original purchase price and the extent of the Cemetery's liability shall be said amount. Upon refund of this amount all interest of Ownership shall revert to the Cemetery.

## ***SUPERVISION OF CEMETERY***

1. This Cemetery reserves the right to compel all persons coming into the Cemetery to obey all rules and regulations adopted by the Cemetery. The rules and regulations may be changed without notice to any Owner by the Management of the Cemetery
2. The Cemetery shall take reasonable precautions to protect Owners, and the property rights of Owners within the Cemetery, 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, common enemy, thieves, vandals, strikers, malicious riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.
3. The Cemetery reserves, and shall have the right to correct any errors that may be made by it either in making interments, disinterment or removals, or in inscriptions, transfer or conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location, as far as possible, or as may be selected by the Cemetery or, in sole discretion of the Cemetery, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Cemetery shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date either in memorial or on the container of cremated remains.
4. Persons within the Cemetery ground shall use only the avenues, walkways and roads, or other accepted means of passage.
5. Automobiles shall not be driven through the grounds at a greater speed than ten miles per hour and must always be kept on the right side of the Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways and are not allowed to park or to come to a full stop in front of an open grave unless such automobiles attend the funeral.
6. The right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a section or sections from time to time, including the right to modify or change the locations of/or any part thereof or remove or regrade, roads, drives and walks is hereby expressly reserved. The right to lay, maintain and operate, or alter or change pipe- lines or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved, as well as is the right to use Cemetery property, not sold to individual owners, for Cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto. The Cemetery reserves to itself, and those lawfully entitled thereto, a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots.

## ***SALE AND PURCHASE OF INTERMENT RIGHTS***

1. The sale or transfer of any interment right by any Owner or purchaser, shall not be binding upon the Cemetery unless same shall first be duly approved in writing by the properly authorized officer of the Cemetery and then such interment right must be reconvened to the Cemetery; the Cemetery shall issue a Warranty Conveyance to the new Owner. The same rules shall apply in all cases of assignment of purchase contract for interment right. This procedure is required in order that the Cemetery may always have a complete and accurate record of all owners and purchasers.
2. All transfers of any interment right, whether same be by conveyance or assignment of purchase contract are subject to all rules and regulations of Resting Place Memorial Garden LLC., which are now in full force and effect or which may be hereafter enacted. The Cemetery may refuse to consent to a transfer or to an assignment if there is any indebtedness due to the Cemetery from the owner so recorded in records of the Cemetery at the Cemetery Office. All transfers of ownership shall be subject to a charge of $300.00, which charge must be paid to the Cemetery when the transfer is recorded.
3. The subdivision of interment rights is not allowed without the consent of the Cemetery, and no one shall be buried in any lot not having an interest therein, except by written consent of all parties interested in such lot and of the Cemetery.
4. All work on lots will be done by the employees of the Cemetery under the direction of management, except when permission is otherwise granted. All grading, landscape work, and improvements of any kind, and all care of lots, shall be done, and all trees, shrubs, and herbage of any kind shall be planted, trimmed, cut or removed, and all opening' and closing of lots, and all interments, disinterment, and removals shall be made by the Cemetery or their agent.
5. No enclosure of any kind, such as a fence, coping, hedge, or ditch, shall be permitted around any grave or lot. Grave mounds will not be allowed, and no lot shall be raised above the established grade.
6. Interment rights can be purchased in this Cemetery only with the written approval of the Management, and subject to the rules and regulations of said Cemetery now or hereafter adopted for the government of the Cemetery, and for the purpose of interment only. This provision applies to all sales, whether made directly by the Cemetery or sales made by Owners.
7. No interment rights or contracts for the purchase of interment rights can be sold, assigned, transferred, pledged or hypothecated without the written approval of the Management of the Cemetery.
8. All agreements for the purchase of Cemetery interment rights must be on the form approved by the Management and signed by the authorized tutelary of the cemetery. All terms and conditions for the purchase of interment rights must be recited in the purchase contract; verbal agreements or representations will not be recognized.
9. The Cemetery may exchange interment rights when desired by Owners, but not for interment rights of lesser value. When such an exchange is made, the original conveyance must be surrendered by proper assignment or by reconveyance, if considered necessary, before any change is affected.
10. Each Owner is vested with the ownership of his or her interment right for the sole purpose of interment of human dead bodies. Under the regulations of the Cemetery the interment rights cannot be conveyed without the consent of the Management, nor any use, division or improvements of diem be made which the cemetery prohibits or may deem improper. The Owner of interment rights may dispose of same by will, subject to the foregoing conditions. If the Owner dies intestate, the interment rights will descend to his or her heirs according to the laws of descent.
11. No conditional or partial transfer of interment rights and no sale of undivided interest, except to a person or persons who are already part owners, will be recorded, as the Cemetery cannot be responsible for the carrying out of the intent of the grantor. No burial shall be made on my lot until the purchaser shall have paid on the interment rights therein the amount required by the Cemetery.
12. General care of the entire Cemetery grounds and lots is assumed by the Cemetery under the provisions of an agreement with Resting Place Memorial Garden LLC. This, however, does not provide for my special care. Estimates for any special work will be made by the Cemetery upon application, and charges for the work must be paid in advance.
13. The Cemetery shall direct generally all improvements within the grounds upon all lots and graves, before as well as after interments have been made therein. They shall oversee the planting, sodding, surveying and improvements generally.
14. No person other than the proper officers of the Cemetery shall be allowed to perform my work on my grave or lot within the grounds without a permit from the Cemetery.
15. If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by the Cemetery to be offensive, they shall have the right and it shall be their duty, to enter upon such lot and remove, change or correct the offensive or improper object or objects.
16. If any tree, shrub or plant standing upon my lot, by means of its roots, branches, or otherwise, be or become detrimental to adjacent lots or avenues, or if for any reason its removal is deemed necessary, the Cemetery shall have the right and it shall be their duty, to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in their judgement seems best.
17. No person shall pluck or remove any plant or flower, whether wild or cultivated, from any part of the Cemetery.

## ***MEMORIALS***

1. Only one grave memorial will be permitted on one grave space. No memorial may be set to embrace two or more grave spaces except a companion or a family memorial, nor shall more than one family name be permitted on any memorial, unless approval in writing, by the Cemetery at the time of sale of the interment right. All memorials shall be set on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery.
2. The Cemetery will permit only the use of Ums or Vases to be selected through the Cemetery or approval by same, and they shall be contained in their own receptacle when not in use or be disposable per cemetery specifications.
3. The marking of each lot, grave or graves, except as hereinafter provided, is restricted and limited to flat tables, set flush with the turf and of such dimensions, materials, design, finish and construction as designated by the Cemetery. Written approval by Management of the Cemetery must be secured before maker or memorial may be delivered to the Cemetery for installation. Special Park sections may be opened to upright family markers, features, mausoleums, memorials and interment markers at option of Cemetery management.

## ***BRONZE SECTION MEMORIALS***

34. To preserve uniform beauty all bronze markers or memorials must meet the following specifications:

(a) Each casting shall be true, free from all weakening defects of any character, and free from minor defects and imperfections which would be visible from 3 feet. All exposed surfaces must be smooth; no sand-like roughness will be permitted. All letters, numerals, ornamentation and insignia must be hand chased, finely buffed and highlighted. Backgrounds shall be of sculptured texture per approved sample in Cemetery office. Backgrounds shall be finished in medium dark statuary bronze color. Each memorial shall be cast with integral bosses on the back in locations specified by the Cemetery. These bosses shall be drilled and tapped to.

Pg 1 of 3