

RULES AND REGULATIONS  
OF  
MIDWEST MEMORIAL GROUP, LLC  
d/b/a CHAPEL GARDENS  
“Cemetery”

Effective January 1, 2018  
(As amended)

The following Rules and Regulations have been adopted for the mutual protection of owners of Interment Rights in the Cemetery. All owners of Interment Rights and other persons within the Cemetery, and all Interment Rights sold therein shall be subject to these Rules and Regulations as they now exist, and as same may reasonably hereinafter be amended or altered by the Cemetery. Any reference to these Rules and Regulations in any purchase agreement entered into by the Cemetery, or in any Certificate of Interment Rights issued by the Cemetery, shall have the same force and effect as if set forth in full therein.

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 these Rules and Regulations.

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## PURPOSE

These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within the Cemetery. Their enforcement will help protect the 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, visitors and persons performing work within the Cemetery, shall be subject to said Rules and Regulations, and all amendments or modifications thereto, as shall be adopted by the Cemetery from time to time.

## DEFINITIONS

1. The term “Care and Maintenance Trust Fund” shall mean the trust fund established by the Cemetery for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.
2. The term “Cemetery” shall mean that cemetery named on the cover page of these Rules and Regulations.
3. The term “Certificate of Interment Rights” shall mean the document by which the Cemetery conveys to the Owner the exclusive right of sepulture in a particular grave, lawn crypt, crypt or niche.
4. The term “contractor” shall mean any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the Cemetery grounds, other than work done by an employee of the Cemetery.
5. The term “cremated remains” means the residual after cremating a human body.
6. The term “crypt” means a space in a mausoleum of sufficient size used, or intended to be used, or intended to be used to entomb human remains or cremated remains
7. The term “entombment” means the placement of human remains or cremated remains in a crypt.
8. The term “grave” means a space of ground in the Cemetery used, or intended to be used, for the interment of human remains or cremated remains.
9. The term “human remains” means the whole body remains of a deceased human.
10. The term “interment” means the disposition of human remains by burial or entombment and cremated remains by inurnment.
11. The term “interment right” shall mean the right to inter the remains of a deceased, either human remains or cremated remains, in the Cemetery subject to the limitations referenced herein. An Interment Right is a license or easement right to interment/entombment/inurnment in a specific interment space.
12. The term “inurnment” means placement of cremated remains into a niche.
13. The term “lawn crypt” means preplaced, below ground, chambers, either side-by-side or multiple depth, covered by earth and sod.
14. The term “memorial” shall mean (a) a monument, tombstone, grave marker, tablet or headstone identifying a grave or graves; or (b) a nameplate or inscription identifying a crypt or niche.

15. The term “niche” means a space used, or intended to be used, for inurnment of cremated human remains.
16. The term “Owner” shall mean the owner of an Interment Right or Rights within the Cemetery.
17. The term “plot” means space in the Cemetery used, or intended to be used, for the interment of human remains or cremated remains. The term includes and applies to one or more adjoining graves, on or more adjoining crypts, or vaults, or one or more adjoining niches.
18. The term “second right of interment” means a separate right of interment to be used inside the dimensions of one grave space, one crypt or one niche. Each interment/entombment/inurnment of a set of human remains or cremated remains must have its own interment right or second right of interment purchased. The term “second right of interment” is used generically for a second, a third or more rights of interment within a grave space, crypt or niche.
19. The term “urn vault” means a concrete or other material of sufficient protective value which encases the urn or just the cremated remains of a human.
20. The term “vault” shall refer to a metal, concrete or other rigid outer burial receptacle.

#### OWNERSHIP OF INTERMENT RIGHTS

21. Interment Rights within the Cemetery shall be used for no purpose other than for the interment of human remains or human cremated remains.
22. A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of any Preneed Interment Right. Every Interment Right shall be subject to (a) all applicable laws and governmental regulations; (b) the Articles of Organization and other documents establishing the Cemetery; as now in force or as hereafter amended or adopted, whether or not as set forth herein. The Certificate of Interment Rights, Purchase Agreement and these Rules and Regulations, and any amendments hereto shall constitute the sole agreement between the Cemetery and the Owner, and no statement of any sales agent or other Cemetery employee to the contrary shall bind the Cemetery.
23. The person named in the Certificate of Interment Rights issued and of record will be presumed to be the Owner of the Interment Right unless the Cemetery approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended. All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Interment Rights.

24. Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall restrict interments to the persons designated in accordance with such Order or as allowed by specific State Statute.
25. If an Owner dies without providing a written declaration or a specific devise by Will, any unused Interment Rights descend to the heirs at law of the Owner, subject to the Interment Rights of the deceased, and his or her surviving spouse, as indicated in the Certificate of Interment Rights, and in accordance with the laws of descent and distribution of the state in which the Cemetery is located.
26. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy immediately vests in the survivor or survivors, subject to the vested Interment Right of the remains of the deceased joint tenant.
27. When there are two or more Owners of a plot, or persons having Interment Rights therein, they may designate one or more persons for the purpose of granting authorization for interments, memorializations, etc. with respect to said plot. In the absence of such designation, and providing no one objects, the Cemetery shall not be liable for acting on any direction of any co-owner of the plot.
28. The Cemetery shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the purchase price of the Interment Right has been paid for in full.

#### SUPERVISION OF CEMETERY

29. The Cemetery reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery.
30. The Cemetery shall take reasonable precaution to protect Owners and the Interment Rights of Owners within the Cemetery from loss or damage; but it expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, specifically, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosion, unavoidable accident, invasion, insurrection, riot or order of any military or civil authority whether the damage be direct or collateral, other than as herein provided.
31. The Cemetery reserves, and shall have, the right to correct any errors that may be made by it either in making installation of memorials, or transfer or conveyance of Interment Rights, including the right to substitute and convey 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 the 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 the correct

location or 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 inscription errors, including an incorrect name or date either on a memorial, nameplate, urn, or other item.

32. The Cemetery reserves 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 roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery further reserves the right to lay, maintain, operate, alter or change pipelines or gutters for sprinkling systems, drainage and lakes as well as the right to use the Cemetery property, not sold to Owners, for cemetery purposes, including the interring and preparing for interment of dead human bodies or inurnment of cremated remains, or for anything necessary, incidental or convenient thereto.
33. The Cemetery management shall direct generally all improvements within the grounds and upon all lots and graves, before, as well as after, interments have been made therein. The Cemetery shall have sole and exclusive authority with respect to the planting, sodding, surveying and improvements within the Cemetery.
34. No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the Cemetery without written authorization issued by the Cemetery management.
35. If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by the Cemetery management, to be offensive or improper, they shall have the right, and it shall be their duty, to enter upon such lot (s) and remove, change or correct, at the offending Owner's expense, the offensive or improper object or objects.
36. If any tree, shrub or plant standing upon any lot, by means of its roots, branches, or otherwise, becomes detrimental to adjacent lots or avenues, or if for any other reason its removal deemed necessary, the Cemetery management shall have the right, and it shall be its duty, to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best.
37. The sale or transfer of any Interment Right by any Owner shall not be binding upon the Cemetery unless same shall first be duly approved in writing by a duly authorized representative of the Cemetery. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. The Cemetery shall make available to its Owners, upon their request, necessary forms to affect any sale or transfer of Interment Rights.
38. Any and all transfers of any Interment Right, whether same is by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which are now in full force and effect or which may be



hereafter enacted. All transfers of ownership shall be subject to a nominal transfer fee as posted from time to time in the Cemetery office, and which charge must be paid to the Cemetery when the transfer is recorded. No transfer of ownership shall be complete or effective until all transfer fees are paid.

39. The subdivision of Interment Rights is not allowed without the consent of the Cemetery. No conditional or partial transfer of Interment Rights and no sale of an undivided interest therein, except to a person or persons who are already part-owners thereof, will be recorded.
40. All agreements for the purchase of Cemetery Interment Rights must be on forms approved and signed by an authorized representative of the Cemetery. All terms and conditions for the purchase of Interment Rights must be recited in the purchase agreement. Verbal agreements or representations will not be recognized. All such agreements must provide for the appropriate payments to the Care and Maintenance Trust Fund of the Cemetery and must be in compliance with applicable state laws.
41. The Cemetery may, at its option, accept exchanges of Interment Rights when desired by Owners, subject to prior written approval of an authorized representative of the Cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery and/or such other documentation as the Cemetery may require.

#### INTERMENT REGULATIONS

42. All Cemetery charges and fees for Interment Rights and care and maintenance, must be paid in full before an interment is made in a particular interment space within the Cemetery.
43. The Cemetery must be provided with advance notice of a service. The Interment Authorization must be signed not less than twenty-four working hours, or such other advance notice as is posted in the office of the Cemetery, before an interment can be performed. Working hours does not include Sunday or any holidays. Exceptions will be made only in cases of death from contagious disease or when so ordered by the authorized representatives of the Cemetery.
44. The Cemetery may postpone or reschedule a graveside or other interment service if too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the Cemetery.
45. Prior to permitting any interment within the Cemetery, the Cemetery shall require the written authorization duly executed by both the Owner of the Interment Rights and the next-of-kin of the deceased or their respective authorized representative (s). These signatures must be provided no less than

twenty-four hours in advance of the date of service. Such authorization shall be on forms provided by the Cemetery. The Owner of the Interment Rights and the next-of-kin of the deceased or their authorized representative(s) shall view the grave site and approve the selection of the grave site to be opened for interment or waiver that right without recourse if the site opened is not the correct site before the grave will be opened.

46. When a disinterment is to be made from a single grave to another grave and a vault was not used for the original interment, a vault must be furnished for the new interment. Application for a disinterment permit must be signed by the Owner and the deceased's next-of-kin or their respective authorized representative. All removals must be conducted in accordance with state and local rules and regulations.
47. No more than one full body human remains shall be interred in one grave, unless Owner has purchased a double depth burial vault for interment or is interring in a lawn crypt section specifically designed for double depth interments. If a double depth interment rights have been sold prior to this Rules and Regulations, then Cemetery will make every effort to relocate the first burial in such double depth arrangement to another section of the Cemetery where two side-by-side burials could be accommodated. If Owner refuses to relocate then two single vaults will be place on top of each other in one grave site.
48. If no provision has been made for an interment space for a particular deceased, Cemetery may temporarily place the remains received by it in a holding facility, crypt, or other suitable place, subject to any state or local sanitary code requirements. The length of time such remains will be retained by the Cemetery will be the sole judgment of the Cemetery management.
49. The scattering of cremated remains shall be permitted only in designated sections of the Cemetery, if any, and upon the written approval of the Cemetery and subject to the payment of all applicable Cemetery charges and fees.

#### GENERAL REGULATIONS

50. No dogs or other domestic animals, except guide dogs, shall be permitted in the Cemetery.
51. The possession or consumption of illegal drugs or intoxicating liquors within the Cemetery is strictly forbidden.
52. No boxes, shells, toys, stuffed animals, discarded glassware, sprinkling cans, receptacles, statuettes, wind chimes or similar items will be permitted to be placed on any grave, lot or tree.

53. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on graves, lots or elsewhere in the Cemetery.
54. No benches, chairs, or like items shall be permitted to be brought upon the Cemetery grounds, unless authorized in writing by the Cemetery and placed by its duly authorized personnel.
55. No person shall be permitted to enter or leave the Cemetery except by the public entrance, which will be open during such hours as are specified and posted in the Cemetery office.
56. Any person entering the Cemetery other than during posted visiting hours, without prior authorization from the Cemetery management will be considered a trespasser.
57. Upon entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly authorized representative of the Cemetery.
58. Automobiles shall not be driven through the grounds in excess of the maximum speed as posted from time to time by the Cemetery, and shall always be driven 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 in connection with a graveside service.
59. All floral decorations, whether natural or artificial, shall be subject to the Rules and Regulations concerning same as posted in the Cemetery office. The Cemetery may remove all floral designs (artificial or natural), flowers, weeds, trees, shrubs, or plants of any kind from the Cemetery as soon as, in the judgment of the Cemetery management, they become unsightly or diseased, or do not conform to approved standards as posted in the Cemetery office, but not more than three days after an interment.
60. No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.
61. Except where otherwise expressly permitted by the Cemetery management, all persons are strictly forbidden to fish, or to feed or disturb the fish, fowl, or other animals about the Cemetery.
62. The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots. Except as may be necessary to gain access to other lots within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.

63. No person shall pluck or remove any plant or flower, either wild or cultivated, from any part of the Cemetery.
64. Attendants at the Cemetery entrance or on the Cemetery grounds are the employees of and subject to the direction of the Cemetery management. Visitors and Owners may not otherwise engage them nor pay them any monies.
65. The Cemetery grounds are sacredly devoted to the burial of the human dead and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the Rules and Regulations.
66. No person or persons, other than Cemetery security personnel, or law enforcement agents, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor and then only when in the charge of a military officer and during a military service.

#### VAULTS, MEMORIALS, FOUNDATIONS AND INSTALLATION

67. In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all memorials, benches, vaults, and foundations which are placed in the Cemetery.
68. Written approval by an authorized representative of the Cemetery must be secured before any vault; memorial or foundation may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any vault, memorial, foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect. Specific restrictions based on garden sections of the cemetery are filed in the office on a garden by garden map and added hereto as an addendum to these Rules and Regulations.
69. No vault, memorial or foundation shall be placed on or removed from the Cemetery without the prior written authorization of both the Owner of the particular interment space and the deceased's next-of-kin, or their respective authorized representative(s).
70. Certain portions of the Cemetery have been restricted to designated types of memorials. Information concerning memorials, memorial structures, memorial specifications and other embellishments is available in the office of the Cemetery. Specific restrictions based on garden sections of the cemetery are filed in the office on a garden by garden map and added hereto as an addendum to these Rules and Regulations.
71. Only one memorial may be placed on any one interment space, except with the express written permission of an authorized representative of the

Cemetery. No memorial may be placed to embrace two or more interment spaces except as may be specifically authorized by the Cemetery. Not more than one family name may be permitted on any memorial unless specifically authorized in writing by the Cemetery. The name and inscription on each memorial must correspond with the legal name of the deceased interred in the interment space. All memorials shall be set on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery.

72. Only a memorial or plaque displaying a date of death can be placed on a grave site, crypt or niche if the referenced person's remains are interred/entombed/inurned in that burial space. If the person's mortal remains or cremated remains are not in that grave, crypt or niche space, then a memorial stating, "In Loving Memory of" can only be displayed on that grave, crypt or niche.
73. If any memorial, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves and shall have the right to refuse to authorize the placement of such memorial or object.
74. The Cemetery expressly reserves and shall have the right to inspect the completed installation of memorials and foundations installed by contractors. An Inspection Fee shall be paid to the Cemetery, in advance, for these services in accordance with the fee schedule posted in the office of the Cemetery.
75. All Cemetery charges and fees for Interment Rights, memorials, endowment or perpetual care, memorial installation inspection fee and other applicable charges and fees must be paid in full before any memorial or foundation may be placed on any interment space within the Cemetery.
76. In addition to the foregoing requirements, all applicable Cemetery charges and fees relating to vaults, and vault installation must be paid prior to the installation of any vault in the Cemetery. A schedule of the current Cemetery charges and fees is available in the office of the Cemetery.
77. The Cemetery reserves and shall have the right to correct any error that may be made in the location of an interment space or placing of a vault, memorial, foundation, or other embellishment within the Cemetery.
78. The Cemetery shall not be liable for defective workmanship or defective materials, furnished or performed by the Cemetery, in connection with vaults, memorials or foundations, or the installation thereof, beyond replacement, repair or correction of such materials or installation.
79. Should any memorial become unsightly, dilapidated or a nuisance, the Cemetery shall have the right to enter to repair the memorial or, at its option, to remove and replace same. The cost of any repair, removal or replacement shall be paid by the Owner on the Interment Rights.

80. Except as otherwise provided herein, no memorial may be removed from the Cemetery, without the prior written consent of the Owner and next-of-kin of the deceased, or their respective authorized representative(s). Any such removal shall be made in accordance with the applicable requirements of the Cemetery relating to installation and removal of memorials.
81. In the event a vault, memorial, foundation or other object is placed or constructed in the Cemetery without the authorization of the Cemetery and other proper persons as provided herein, the Cemetery reserves and shall have the right to enter upon the interment space and remove any unauthorized vault, memorial or other object.
82. The Cemetery has established procedural installation requirements for the installation of vaults, memorials and foundations and all installations performed within the Cemetery must fully comply with these requirements. The Cemetery's specifications and installation requirements are on file and available in the office of the Cemetery.
83. There shall be submitted to the Cemetery for approval a blueprint, sketch or other adequate description of each vault, memorial or foundation specifying material, size, inscription, name of manufacturer and style number prior to receiving authorization to place any vault, memorial or foundation within the Cemetery. If a vault, memorial or foundation is a standardized production item of the same type, style and material it shall only be necessary to submit the required information to the Cemetery once for approval.
84. All ground interments made within the Cemetery shall require a vault approved by the Cemetery, which vault shall be constructed of a material resistant to decomposition and capable of sustaining a static load of at least 4,000 pounds per square foot and 40,000 pounds gross load. The Cemetery may require certification that a particular vault is in compliance with these specifications.
85. If any fault resulting from improper installation of foundation by Cemetery or any Memorial Service Contractor develops at any time after date of installation, the installer of such Foundation shall rectify the condition without cost to others. Foundation is to be full size of base of memorial and finished on grave with top of grade or as approved by the Cemetery. The concrete mix shall be a minimum of 3,500 psi.
86. Sixty (60) days written notice is required for all foundations. Foundations will be built within this time, weather permitting. All foundations shall be built by the Cemetery in the order in which such foundation construction has been purchased, provided however, that Cemetery may install all of the foundations in a particular section regardless of the order in which such foundations were purchased if the installation within a given section at one time is more efficient.
87. In the event Cemetery is required to build a foundation in less than sixty (60) days written notice, but not in less than thirty (30) days written notice, there

shall be an additional charge as set by Cemetery from time to time. In the event less than thirty (30) days written notice, but not less than fifteen (15) days written notice is given to Cemetery, there shall be a higher additional charge as set by Cemetery from time to time. In no case shall any foundation be built on less than fifteen (15) days written notice.

88. In cases where foundations are ordered too small for the memorial, a charge will be made for building the original foundation, for removing the original foundation and for building the new foundation.
89. Mausoleums and monument/marker sections have specific Rules and Regulations that must be observed. These additional Rules and Regulations are printed on the back of available section plot maps. Specific restrictions based on garden sections of the cemetery are filed in the office on a garden by garden map and added hereto as an addendum to these Rules and Regulations.
90. For harmonious appearance, the base of a monument must be of the same material as the name stone unless of a sharply contrasting color approved by Cemetery.
91. Memorials must be placed according to Cemetery specifications. Flush to the ground, memorials must be flush with top of grade of soil.
92. Permission will not be granted to set memorials until all outstanding charges against the plot owners have been paid in full and Cemetery has the right not to install, or permit to install, any foundation until such charges are paid.
93. No memorial setting will be allowed when the Cemetery office is closed. No memorial setting will be allowed at any time the Cemetery deems inappropriate.
94. Additional inscription work upon memorials must have the permission of the legal authorized family representative and the Cemetery. A permit fee, as set by Cemetery from time to time, shall be paid in advance. CAUTION: Monument dealers shall be held responsible for any permanent or untimely damage to planting caused by memorial service contractor's carelessness or damage caused by chemicals.
95. No monument cutting, etching or carving except minor repairs, inscription and panels for inscriptions will be permitted on the Cemetery grounds.
96. Plots must be left clean after a memorial is set or inscribed.
97. Mausoleums or tombs, either wholly or partially above ground shall be constructed only in lots so designed by the Cemetery and shall be built of first grade material similar in all respects to stone used in other memorials within the Cemetery. Additional lots for such purpose may be designated upon the request of any person provided that such lots are adequate in size, appropriate to the section of the Cemetery in which they are located and do not interfere with or obstruct adjacent lots. Plans, specifications and location in the lot shall be subject to the approval of the Cemetery. Specifications shall be made



available to the Cemetery from the manufacturer. If required, plans shall be submitted to, and approved and recorded by local government authorities. When an interment is made in a private mausoleum, the caskets and the crypt shall be properly sealed as directed by the Superintendent in accordance with any governmental requirements and industry standards.

98. All memorials made of bronze shall contain not less than 87% copper, not less than 5% tin, not less than 4% zinc, not more than 0.6% lead, not more than 1.5% bismuth, not more than 0.8% nickel, not more than 0.2% iron and not more than 1% impurities; provided that the zinc content shall, in every case, be less than the tin content. To preserve uniform beauty, all bronze markers or memorials must meet the following specifications: (1) each casting shall be true, free from all weakening defects of any character and also free from minor defects and imperfections which would be visible from a distance of three (3) feet. All exposed surfaces must be smooth; no sand-like roughness will be permitted. (2) All letters, numerals, ornamentation and insignia must be hand chased, finely buffed and highlighted. Backgrounds shall be of sculptured texture. No sulfide finished or painted or pigmented lacquer finished will be permitted. (3) Each memorial shall be cast with integral bosses on the back in locations specified by Cemetery. These bosses shall be drilled and tapped to receive 3/8" diameter anchor lugs of brass or bronze from 4" to 6" in length, these anchor lugs to be supplied by the Cemetery or Monument Dealer. (4) All owners, or anyone duly authorized to act for or in behalf of an owner, before requesting any memorial installation must secure from Cemetery written approval of design, size and lettering style.
99. Any memorial service contractor selling any bronze memorials shall furnish to the Cemetery a contemporaneously dated certificate, supported by Affidavit from the manufacturer of said memorial and countersigned by the dealer that the memorial in question meets the standards of the Rules and Regulations. A blanket affidavit supplied by such manufacturer confirming that all bronze memorials supplied by such manufacturer meets the standards of these Rules and Regulations shall satisfy the requirements of this rule, provided that such affidavit contains an affirmative obligation on the part of such manufacturer to provide written notice to Cemetery in the event that any memorial manufactured by him for installation in the Cemetery fail to meet such requirements.
100. All memorials shall be of sufficient weight, thickness and quality to withstand normal wear and tear put upon them by the passage of mowing and other equipment.
101. All bronze markers shall be installed on rectangular granite or maybe permitted only to match an existing reinforced precast concrete base. Granite bases shall be of the same quality as that of upright monuments. A precast concrete foundation must meet the same dimensions as those of a granite base. All concrete foundations must be made from 3,500 p.s.i. concrete under normal testing standards. The height of the bronze marker when set shall be



½” below the ground grade level at the site. All bronze markers must be mechanically attached, no epoxy or glue is allowed.

102. Granite must be 2” wider and 2” longer, minimum, than the bronze plaque providing a granite border of 2” minimum on all sides of the bronze plaque. Base must be good sound durable stock and shall free from sap and components which cause rust stains, or seams, or any imperfection. Base must have sawed bottom and shall be fabricated from sawed granite slabs. Top surface must be polished. Thickness must be uniform throughout and shall not be less than 4” nor more than 6” in thickness. Anchor lug holes must be cut through the granite, having a minimum diameter of 5/8” and a maximum diameter of 7/8”. Lug holes with blast-out on back reducing thickness at such point by more than ½” or below 3” are not acceptable. Vase holes must be adequate in size and preparation to receive the vase receptacle. All sharp outside edges must be lined or slightly beveled (not less than 1/8” bevel nor more than ¼” bevel), or slightly rounded to prevent chipping. Only granite bases having lug and/or vase holes prepared by a coring machine are acceptable for installation. Lug and/or vase holes made by a drill or any compression instrument are not acceptable. Granite bases which are cracked, chipped, broken or in any other damaged condition at installation must be replaced by the supplier.
103. If Cemetery shall believe for any reason that a marker or memorial which is offered by the Owner for installation in the Cemetery is constructed of any alloy which is inferior to the minimum requirements stated above, Cemetery may, at its option require the owner of the marker to furnish an affidavit from an approved independent laboratory, containing an analysis made on a test bar run from the heat from which the specific memorial or marker offered for acceptance by Cemetery was cast.
104. The use of porcelain, plastic, glass, ceramic or other breakable material in the form of medallions, or otherwise, on or as a part of any flush memorial is prohibited except where specifically permitted.
105. The charges for installation and maintenance of all markers and memorials shall be reasonable, non-discriminatory and uniform. No memorial may be installed until the charges due for installation and care have been paid in full.
106. Single upright monuments shall only be permitted in those certain sections, if any, so designated by the Cemetery. The Cemetery may restrict single upright monuments to certain designated rows or lots in these monument sections.
107. The Cemetery expressly disclaims all responsibility for loss or damage from causes beyond its control to any memorial, monument, bronze, foundation or mausoleum, and specifically from damage caused by the elements, deterioration due to the passage of time, and act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or

civic authority whether the damage be direct or collateral. The memorial shall at all times remain the personal property of the lot owner.

108. The Cemetery reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations therefore have not been made, or when tools and machinery are insufficient or defective, or when work is being executed in such a manner as to threaten life or property, or when any reasonable request on the part of the Cemetery has been disregarded, or when work is not being executed according to the Cemetery's specifications and installation requirements.
109. The Cemetery reserves and shall have the right to inspect the completed installation performed by contractor(s) and determine that the installation was performed completely and in accordance with the Cemetery's specifications and installation requirements. If the Cemetery determines that the installation was not properly performed, it shall notify the contractor and require that any deviations from the specifications and installation requirements of the Cemetery be expeditiously corrected. If any deviation is not immediately corrected, the Cemetery may make such corrections and charge the Owner of the interment space for such remedial work. Any contractor who willfully violates the Rules and Regulations, specifications or installation requirements of the Cemetery shall be prohibited from performing any further work in the Cemetery.
110. The Cemetery shall not be responsible for any defects in material or defects in workmanship, errors or omissions for vaults, memorials or foundations purchased from third parties or installed by contractors.
111. Prior to performing any work within the Cemetery, contractor(s) must execute and deliver to the Cemetery an Indemnification Agreement in the form prepared by the Cemetery which is available in the office of the Cemetery. Contractor(s) shall also obtain and furnish to the Cemetery, prior to making any installations, satisfactory evidence of the following: (a) Workers' Compensation insurance; (b) Automobile liability insurance covering owned, non-owned, borrowed and hired vehicles, in the amount of at least \$300,000 for each occurrence of bodily injury or property damage; (c) Comprehensive general liability insurance covering premises operation, contractual liability, products, and completed operations in the amount of at least \$300,000 for each occurrence of bodily injury or property damage. Such insurance policies shall name the Cemetery as an additional insured and provide that the Cemetery shall be notified thirty (30) days in advance of any cancellations or material changes of said insurance coverage or bond. The Cemetery may waive any or all of the foregoing insurance and bonding requirements upon satisfactory proof to the Cemetery of contractor's financial responsibility.

#### CARE AND MAINTENANCE

112. The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the Cemetery under the provisions of a Care and Maintenance Trust Fund Agreement. This, however, does not provide for any 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.
113. All Interment Rights within the Cemetery are sold subject to the payment of the amount posted in the Cemetery office for care and maintenance. All such care and maintenance shall be performed by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise expressly granted, in writing, by the Cemetery. The Cemetery, or its employees, shall be directly responsible for all grading, landscaping and improvement of any kind in the Cemetery. All interments and disinterments within the Cemetery shall be performed only by authorized Cemetery personnel.
114. The purchase price of all Interment Rights sold and to be sold in the Cemetery, includes a charge to be deposited into the Care and Maintenance Trust Fund, which amounts are held in trust and invested in accordance with the laws of the state in which the Cemetery is located. Care and maintenance means that, within the limits permitted by the income derived from the Care and Maintenance Trust Fund for interment spaces, the Cemetery grounds will be maintained in keeping with a well preserved Cemetery, including cutting of grass, and trimming of shrubs and trees at reasonable intervals; the procuring of, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose and replacing same when necessary; keeping in repair the drains, water lines, roads, building, fences and other structures, including features and embellishments of a general character applicable to the Cemetery as a whole or as to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having same available to the public authorities and other interested persons.
115. Care and maintenance provided under the Care and Maintenance Trust Fund does not include maintenance, repair or replacement of any memorial or vases under any circumstances; nor, unless the Cemetery otherwise elects to effect same, the repair or replacement of buildings, structures or other property when the damage is caused by vandals, thieves, act of God, common enemy, riots, or by the order of any military or civil authority, or acts beyond the control of the Cemetery.
116. Care and maintenance, whether applied to lots, graves, mausoleums or to any space within the confines of the Cemetery, shall be limited absolutely to the income received from the investment of the Care and Maintenance Trust Fund anything herein stated to the contrary notwithstanding. The Cemetery may also expend such amounts of its general funds as it sees fit to ensure that the proper care and maintenance of the Cemetery is maintained.

117. The income from the Care and Maintenance Trust Fund shall be expended by the Cemetery in such a manner as will, in its judgment, be most advantageous to the Owners as a whole and in accordance with the purpose and provisions of the laws of the state governing the expenditure of such funds. The Cemetery has full power and authority to appoint an advisory or investment committee or an investment counsel to determine upon what property, for what purpose and in what manner, the income from said fund shall be expended, and it shall expend said income in such a manner as, in its sole judgment, it may deem advisable for the care, construction, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds, and buildings thereon, and it may also expend, if necessary, and permitted by law, a portion of the income for attorneys' fees and other costs necessary to the preservation of the legal rights of the Cemetery.

### MAUSOLEUM REGULATIONS

118. No entombments shall be made in any above ground crypt unless the remains of the deceased are in a casket. If the body is not embalmed, the cemetery may require a protective wrap. All second rights of entombment are limited to the cremated remains of one person.
119. Mausoleum crypt decorations shall be limited to such decorations as may be placed in permanent vases. The use of decorations which are either placed on the floor, or freestanding easels, or on wrought iron stands, or which are attached directly by wire, tape, glue or such other similar method, is strictly prohibited. No live floral or plants are allowed.
120. Only carved lettering, bronze lettering or crypt plaques of bronze material may be used on any crypt or niche and all fittings, adornments, urns, inscriptions, and name plates for crypts or niches are subject to approval by the Cemetery.
121. All remains entombed in mausoleums shall be in a casket or alternative container, conforming to the standards as prescribed by the Cemetery.

### CASKETS AND ALTERNATIVE CONTAINERS

122. All caskets or alternative containers shall be constructed of a rigid material of sufficient strength to support the weight of an adult human body. The size of the caskets or alternatives containers to be entombed in a crypt shall be the responsibility of the customer to fit within the interior dimensions of the crypt for which they have purchased the Entombment Right.

## LIABILITY

123. The Cemetery shall not be responsible for compliance with any order not in writing, or for any mistake due to the lack of precise and proper instructions as to the particular space, size, and location in a plot where interment or installation of a memorial is desired.
124. The Cemetery disclaims any and all responsibility for establishing the identity of the person to be interred or cremated.
125. The Cemetery shall exercise due care in making disinterments and removals, but shall assume no liability for damage to any body, casket, outer burial receptacle, or urn in making a disinterment and removal in accordance with written instructions of the Owner or his duly authorized representative (s).
126. The Cemetery shall not be liable for any delay in interment where a protest to the interment has been made, or for non-compliance with the Rules and Regulations of the Cemetery. The Cemetery reserves the right to temporarily place the remains in a holding facility, crypt or other suitable place, subject to any state or local sanitary code requirements, until the protests have been resolved. All protests must be in writing and filed in the Cemetery Office.

## MODIFICATIONS AND AMENDMENTS

127. The Cemetery may, and hereby expressly reserves the right, at any time or times, with or without notice to Owners, to adopt new Rules and Regulations, or to amend, alter and/or repeal same at any time. A copy of the Rules and Regulations, and any amendments thereto, shall be made available for inspections upon request at the Cemetery Office.
128. Special cases may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of the Rules and regulations when, in its judgment, the same appear advisable; and such temporary exceptions, suspension or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.

## MEMORIAL INSTALLATION REQUIREMENTS

129. If an outside vendor is going to install a marker or memory, the Memorial Application for Placement, the Affidavit of Owner and the Consent documents must be completed and accepted by the Cemetery. Upon receipt of all necessary documents and applicable fees, the Cemetery shall issue a work permit specifying the date the installation is to be performed. Any variance from the specified date must be approved in advance by the Cemetery. Installation of memorials or foundations will be permitted on weekday from

8:00 AM until 5:00 P.M and is not permitted on the following holidays: New Year's Day, Memorial Day (or Decoration Day), Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

130. Persons installing memorials or foundations are prohibited from: attaching ropes to trees and shrubs, scattering material over adjoining lots, blocking avenues or pathways, or leaving tools, equipment or other material on Cemetery grounds longer than is absolutely necessary.
131. Installations must be performed in a manner so as to avoid injury to grass, trees and shrubs. After installation is complete, all debris must be removed from the surrounding area and sod shall be restored to its condition prior to the installation.
132. No equipment, tools or other items for the installation of memorials shall be brought into the cemetery until required for immediate use; nor, under any circumstances, when a funeral is in process in the general area of installation; or between Saturday morning and Monday morning; and no work shall be performed during said time; no shall such materials be placed on lots adjoining the one on which such installation is to be made without written permission from the Cemetery. Once commenced, work shall proceed promptly and the installation completed.
133. While a funeral or interment is being conducted nearby, all work of any description shall cease.
134. All work is subject to approval by the Cemetery and, if unsatisfactory, shall be removed upon direction of Cemetery management.
135. Memorials shall be mounted on an acceptable base ready for installation before delivery to the installation site and marker assembly on the Cemetery grounds is not permitted.
136. The Cemetery Office will provide a work order for each installation to be performed only when all agreements, fees, and arrangements have been satisfactorily completed. The Cemetery requires this work permit, upon completion of all work and satisfactory inspection, to be dated and signed by person doing the installation, and returned to Cemetery Office to be placed in record of the lot owner.

(END OF RULES and REGULATIONS)