

RULES AND REGULATIONS

OF

GRACELAND MEMORIAL PARK

As Amended March 1, 1993

PREAMBLE

For the mutual protection of all people having an interest in Graceland Memorial Park, all persons within Graceland Memorial Park and all rights of interment, Graceland Memorial Park hereby adopts the following Rules and Regulations, and all rights of interment sold, shall be subject to said Rules and Regulations, and subject further, to such other Rules and Regulations, Amendments or Alterations as shall be adopted by Graceland Memorial Park from time to time; and the reference to these Rules and Regulations in the Deed or Certificate of Ownership to plot shall have the same force and effect as if set forth in full therein.

DEFINITIONS

"Company" or "Management" means the corporation which owns and operates Graceland Memorial Park.

"Manager" or "Superintendent" includes any employee designated to act in place of the Company or Management.

"Park" means Graceland Memorial Park, a cemetery located at 4580 SW 8th Street, Miami, Florida 33134.

"Lot" means allocated space in Graceland Memorial Park consisting of one or more graves.

"Section, Block or Garden" means an allocated space consisting of two or more lots.

"Plot" means space in Graceland Memorial Park used, or intended to be used, for interment of human remains. The term includes and applies to one or more than one adjoining grave, one or more than one adjoining crypt or vault, or more than one adjoining niche.

"Grave" or "Space" means an area of allocated ground used or to be used for a burial.

"Memorial" means a monument, marker, tablet, headstone, tombstone, footmarkers, crypt, or niche front or name plate.

"Monument" means a memorial of granite or other approved stone, that extends above the surface of the lawn.

ADMISSION AND CONDUCT

Rule 1.01: ADMISSION AND CONDUCT.

Company reserves the right to refuse admission to anyone not a lot owner or relative of a person interred in the Park. In an effort to preserve the beauty and tranquility which is so essentially a part of the Park, the management reserves the right to refuse the use of any of Company's facilities at any time to any person or persons whom the management may deem objectionable to the best interest of the Park. This Company is a corporation, and it reserves the right to compel all persons coming into the Park to present proper identification to the Company for examination. All vehicles may be compelled to be brought to a full stop at the entrance by any authorized employee of Company. Company further reserves the right to refuse admission to any one not a lot owner or relative of a person interred in said Park.

Rule 1.02: POLICE POWER.

The Superintendent, Assistant Superintendent, officers, managers and such other employees as the Company may designate are vested with enforcement powers and to the extent permitted by law, police powers. They are hereby empowered to enforce all Rules and Regulations. All burial processions, monument dealers, vault dealers, burial service contractors and employees and the public are subject to their authority.

Rule 1.03: MUST USE AVENUES, WALKS, ETC.

Persons within Park grounds shall use only the avenues, walks, alleys and roads, and any person injured while walking or otherwise using the grass, except that being the only way to reach the plot, or while on any portion of the Park other than the avenues, walks, alleys or roads, shall in no way hold the Company liable for any injury sustained.

Rule 1.04: NO RIGHT GRANTED IN AVENUES, WALKS, ETC.

No easement is granted to any plot owner in any walk, road, drive or alley within the Park.

Rule 1.05: CHILDREN.

Company reserves the right to exclude children under fifteen (15) years of age from the Park, or its building, unless accompanied by proper persons to take care of them.

Rule 1.06: FLOWERS, ETC.

All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants.

Rule 1.07: REFRESHMENTS.

No person shall be permitted to have refreshments within the Park, except as authorized by management.

Rule 1.08: RUBBISH.

The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the building is prohibited.

Rule 1.09: AUTOMOBILES, BICYCLES AND MOTORCYCLES.

Except for automobiles driven by Company employees, automobiles shall not be driven through the grounds at a greater speed than fifteen (15) miles per hour, and must always be kept on the right hand side of the Park's roadways. Automobiles are not allowed to park or come to a full stop in front of an open grave unless such automobiles are in attendance at a funeral. No bicycles or motorcycles shall be admitted to the Park, except such as may be in attendance at funerals or on business.

Rule 1.10: PEDDLING OR SOLICITING.

Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of the company under its direction, is prohibited within the confines of the Park. Solicitation of any kind is strictly forbidden at any time in the Park without the approval of the management.

Rule 1.11: FIREARMS.

No firearms shall be permitted within the Park except on special permit from the management or duly constituted authorities.

Rule 1.12: NOTICES AND ADVERTISEMENTS.

No signs or notices of advertisements of any kind shall be allowed in the Park unless placed by the Company.

Rule 1.13: PETS.

Pets shall not be allowed in the Park grounds or in any of the buildings.

Rule 1.14: TRESPASSERS ON CEMETERY PLOTS.

The Park is private property, the sanctity of which must not be invaded, and any person not there to visit a plot shall be considered a trespasser, to whom the Company shall owe no duty and who shall be dealt with as such.

Rule 1.15: LOITERING PROHIBITED.

Persons other than plot owners or persons visiting plots shall not be permitted to loiter in the Park, or in any of the buildings.

Rule 1.16: UNSEEMLY CONDUCT.

Boisterous or unseemly conduct shall not be permitted in the Park or in any of the buildings.

Rule 1.17: SMOKING.

Expectorating anywhere in the Park or smoking within any of the buildings, except in designated areas is prohibited.

Rule 1.18: IMPROPRIETIES.

It is the utmost importance that there shall be strict observance of all the proprieties within the Park, whether embraced in these Rules or not, as no improprieties shall be allowed. The Company shall have power to prevent improper assemblages. Blowing of automobile horns, loud speaking and other unnecessary noises are prohibited.

Rule 1.19: HUNTING OR FISHING.

All persons are prohibited from hunting or fishing on the Park's grounds or in any way disturbing the fish or fowl or other animals about the park. Swimming in or ice skating on any of the Park's ponds or lakes is prohibited.

**RULES AND REGULATIONS PERTAINING
TO FUNERAL DIRECTORS AND TO BURIALS**

Rule 2.01: FUNERAL ARRANGEMENTS.

Unless special permission is given by the Park's Superintendent, arrangements for burial must be made at least twenty-four (24) hours in advance of the hour set for the funeral services at the Park, except in such sections as require more notice due to rock or other sub-surface conditions.

Rule 2.02: PERMIT REQUIRED.

No body will be interred until any required legal permits and such further authorizations as Company may require have been presented to the park's Superintendent. The Company shall not be liable for the authenticity of any legal permit nor for the identity of the deceased. The company disclaims any responsibility to acquire other information concerning such identity.

Rule 2.03: TIME OF FUNERALS.

The Company's normal hours for making burials are from 9:00a.m. until 3:00p.m. Monday through Friday, excluding holidays. The Company may allow a burial that arrives at the Park after 3:00p.m., or one that arrives on a Saturday, Sunday or holiday subject to the approval by the Park's Superintendent and the payment of additional overtime charge as posted in the office. The Company may refuse to make a burial until a more expedient time if too many funeral processions arrive at the same time, or because of inclement weather conditions or because of other conditions beyond the control of the Company. The Cemetery's Superintendent shall have the right to limit funeral services to a reasonable length of time.

Rule 2.04: CHARGES FOR INTERMENT SERVICES. ETC.

All grave openings and other service charges must be paid for in advance, unless otherwise arranged, according to the scale available in the Company's office.

Rule 2.05: CHARGES AGAINST PLOT.

No grave will be opened unless all outstanding charges against the plot owner have been paid in full or other arrangement for payment satisfactory to Company have been made.

Rule 2.06: MISTAKES IN INFORMATION.

The Company is not responsible for mistakes in transmission or reception of telephone messages, or for any mistakes occurring from the want of precise and proper instructions as to the particular space, size and location in a plot where interment is desired.

Rule 2.07: NO CASKETS OPENED.

Except where a funeral service is to take place in an indoor mausoleum chapel specifically designed for such use, or in a funeral home or mortuary located within the Park, no caskets shall be opened on Park grounds. However, a casket that requires sealing may be opened briefly with written authorization of the family and on the condition that only the funeral director and Park representative are present and the casket is entirely screened during the process.

In no case shall a casket be opened for the purpose of public or private viewing of the deceased.

The Company shall not be responsible for any jewelry, keepsake or other articles of value which are on the deceased at the time of delivery of remains to the park. No jewelry, keepsake or other articles of value may be removed from the deceased person without written instructions of the person having legal authority to authorize such removal. A representative of the company shall be present at all times during such removal and shall receive a receipt for the articles removed.

Rule 2.08: ENTRANCE OF FUNERAL PROCESSIONS.

All funeral processions are required to enter through the main entrance where they will be met by the Superintendent or other Company employee. Vehicles are required to stay on drives at all times.

Rule 2.09: SERVICES TO BE PERFORMED BY COMPANY.

All grave openings, lowering of bodies, grave fillings, and disinterments must be performed by the Company and its employees, or a qualified Burial Service Contractor, nor can burial devices and appliances other than those owned and used by the Company, or a qualified Service Contractor, be employed at a funeral.

Rule 2.10: NO WOODEN CASES ALLOWED.

No wooden outside cases will be allowed.

Rule 2.11: LOCATION OF INTERMENT SPACE.

When written consent from the plot owner regarding the location of an interment space in a plot cannot be obtained, or is indefinite, or when for any reason the interment space cannot be opened where specified, the Company may, in its discretion and with the advice of the Funeral Director, make the interment in such location in the Park as it deems best and proper, so as not to delay the funeral; and the Company shall not be liable for damages for any such interment.

Rule 2.12: ERRORS MAY BE CORRECTED.

The Company reserves, and shall have the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the inscription or installation of memorials or in the description, transfer or conveyance and substituting and conveying in lieu thereof other interment plot of equal value and similar location as far as possible, as may be selected by the Company or, in the sole discretion of the Company, by correcting such error or 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 Company 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 company 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.

Rule 2.13: DELAYS IN INTERMENTS CAUSED BY PROTEST.

The Company shall be in no way liable for any delay in the interment where a protest to the interment has been made, or where the Rules and Regulation have not been complied with. The Company may require any protest or settlement to be in writing and filed in the office of the Company. The Company may require that a bond in an amount determined by Company be provided by the protestant to protect Company from any claim by any person asserting injury or loss as a result of such delay or protest.

Rule 2.14: NO INTERMENT PERMITTED UNLESS PLOT IS PAID FOR.

No interment shall be permitted or memorial placed in or on any plot if any charges with respect to the plot have not been fully paid for.

In the event of a unique situation requiring the special consent of an Officer of the Company, any and all memorials placed in or on said plot shall be considered as temporary, and a note shall not be considered as payment, and no rights shall be acquired by the purchaser of said plot until such property is fully paid for in cash; and, in case the purchaser of said plot shall fail to meet all payments within thirty (30) days after the same are demanded by the Company, then the Company may reenter the said plot and hold the same as of its former state. The Company, thereupon, shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such plot as liquidated damages. The Company further, shall have the right to remove any memorial that may have been placed on said plot, but no disinterment of any burial in any such plot shall be made by reason of the provision of this rule.

Rule 2.15: DISINTERMENTS AND REMOVALS.

Disinterments and removals shall only be performed upon presentation of proper legal authority. No disinterment shall be made on weekends or holidays. No one other than authorized Company personnel shall be permitted to attend a disinterment or removal. However, the family may be represented at a disinterment by a funeral director.

Rule 2.16: REMOVAL FOR PROFIT PROHIBITED.

Removal, by the heirs, of a body so that the plot may be sold for profit is absolutely forbidden.

Rule 2.17: CARE IN REMOVAL.

The Company shall exercise due care in making a disinterment and removal, but it shall not be liable for damage to any casket, burial case, vault or urn resulting during or following the disinterment and removal.

Rule 2.18: AUTHORIZATION FOR BURIAL.

Prior to permitting any interment or entombment, the Company shall require a written authorization duly executed by the plot owner or his legal representative, on a form provided by the Company.

Rule 2.19: HOLIDAYS.

No interments, disinterments, removals, cremation or interment service shall be permitted on any of the following holidays: New Year's Day, Good Friday (after noon), Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Day, and such other holidays as shall be added from time to time.

When any of the before-mentioned holidays falls, or is legally observed on a Friday or Monday, funerals will be received on the last business day preceding the holiday up to 3:00p.m.

Rule 2.20: NO MULTIPLE BURIALS.

Except in such sections as shall be designated for multiple depth burials or where multiple depth crypts are used in the entire section, or where multiple depth burial privileges have been purchased, or where two burial privileges for two cremated remains have been purchased, not more than one body nor the remains of more than one body shall be interred in one grave. The Company may, at its sole discretion, allow the burial of either one cremated remains or one infant in the same grave on the top of a vault with another adult burial. All such second or multiple burials will be subject to the purchase of the additional interment right and the payment of the additional grave opening charges. In no instances may the outer burial container for the cremated remains or the infant exceed thirteen (13) inches in height.

Rule 2.21: SUBJECT TO LAWS.

In addition to being subject to these Rules and Regulations, all interments, disinterments, and removals are subject to the orders and laws of the properly constituted authorities, the local, state and federal government.

Rule 2.22: STANDARDS FOR FUNERAL SERVICE AND BURIAL SERVICE CONTRACTORS.

It is to be clearly understood that the management of the Park desires to maintain the dignity and respect due decedents and a peaceful and serene environment for its lot owners, for families of persons interred herein and for the conduct of funeral services and will not permit any action by any person which does not support this goal. Therefore, in order to achieve such goal in connection with preparing graves for burial and in order to have safe conditions for employees and visitors and to prevent damage to adjoining lots, markers, planting and roads, the following rules are adopted:

A. A contractor, funeral director or other person, firm or corporation in order to perform services in connection with a burial service at Park (Burial Service Contractor), must obtain a working certificate by submitting, in writing, on a form supplied by a Park, a resume stating its or his qualifications and previous experience in this field of work. The Burial Service Contractor must demonstrate it has personnel who will actually perform the work or directly supervise its performance who have at least two years experience in this field within the preceding five years and show proof that the Burial Service Contractor has the necessary equipment to carry out the work to be performed and complies with all company or management requirements. The proof must be received by Park one month prior to the Burial Service Contractor first performing any work in order to give Park the opportunity to check the Burial Service Contractor's credentials and shall thereafter be valid unless no work is performed for six consecutive months or qualified personnel shown on such application are no longer performing such work or supervising such performance in which event a new application must be made. The Company reserves the right to deny anyone the privilege of a working certificate if the above mentioned criteria are not met. A working certificate is valid for one year or until revoked. A charge for such certificate as set from time to time by Company will be made. The certificate may be revoked at any time by the Company for failure to comply with these rules or if Burial Service Contractor's activities are (in the Company's opinion) dangerous or inconsistent with proper respect to the Park or any decedent.

B. The prerequisites for certification are as follows:

1. Insurance

The applicant will submit an insurance certificate from a reputable insurance company licensed to do business in the state in which the work is to be performed. The certificate must specify the Company as a named insured.

Coverage:

- (i) General liability covering operations
 - (ii) Products - completed operations
 - (iii) Auto
- Minimum limits - \$ 500,000 Personal Injury
250,000 Property damage

The certificate of insurance is to cover the full term of the work certificate.

2. Worker's Compensation.

The applicant will submit proper proof that all employees are protected by Worker's Compensation coverage as imposed by the State in which the work is to be performed, all premiums are paid and coverage extends past the life of the work certificate

3. Bond

An annual performance bond is to be posted naming the Park the beneficiary of the bond. The term of the bond is to extend five years past the year for which the work certificate is issued.

The amount of the bond is to be determined by the estimated amount of business to be performed by the applicant in any one calendar year (based upon estimated number of services using prior year figures or estimates supplied by the Burial Service Contractor and using Company's charges for the types of work to be done). The following schedule is to be used in determining the amount of the bond.:

<u>Business to be performed during year</u>	<u>Bond</u>
\$ 0 - \$ 8,000	\$ 10,000
\$ 8,001 - \$ 15,000	\$ 20,000
\$15,001 - \$ 20,000	\$ 25,000
\$20,001 - \$ 50,000	\$ 60,000
\$50,001 - \$ 100,000	\$ 125,000

The bond is to be issued by a reputable company and the Company reserves the right to reasonably reject any bonding company or the form in which the bond is issued. The size of the bond must be increased to the proper level prior to performing the work if the work to be performed together with prior work during such year exceeds the required bond level.

C. The Burial Service Contractor must notify the Park office during normal business hours at least 24 hours prior to the time of service. It is imperative at this time that a complete order is given according to Park's burial order form. No other procedures can begin until a complete order is given. Prior to service, a burial authorization form (in the form provided by the Park) signed by the lot owner and person authorizing the burial shall be delivered to Park. The burial authorization form signed by the lot owner shall contain an agreement by the lot owner to indemnify, defend and hold the Park harmless in connection with any representation made by or work performed by any Burial Service Contractor or his agents.

D. The Company may, but is not required to verify all information with next of kin. The Company assumes no liability as to the information given by the funeral director or Burial Service Contractor.

E. The manager, superintendent or the delegate of either will confirm the location given with the Park's records and will designate and mark out the exact location of the grave to be opened in accordance with the order. Company shall not be responsible for any delay resulting from variances between the order and Company records. The manager or superintendent will define the tolerances for the grave as dictate by the site plan.

F. The manager, superintendent or the delegate of either will, after marking out the grave, issue a permit for the physical grave opening to begin. No work of any kind is permitted until this permit is given to the Burial Service Contractor.

G. The manager, superintendent or the delegate of either will show the Burial Service Contractor the path from the road side across the garden or section to be used and storage area for supplies and equipment. No other path may be used without further approval of the manager or superintendent. No equipment, supplies, etc. are to be placed or stored in any other location nor shall any of the Burial Service Contractor's personnel use any other path in the section.

H. Opening of the Grave

1. If applicable, the (i) bronze marker and its base, (ii) upright monument, (iii) shrubbery, (iv) planted flowers and (v) artificial decorations are to be removed and placed in an area assigned by the manager, superintendent or the delegate of either. The greatest of care is to be given so as not to damage any of these objects, any other object in the area or any turf, plants or trees adjacent to the grave or the lot or lots adjacent to the burial area. The Burial Service Contractor shall be required to repair or replace any of such items damaged as a result of the work or any other activities of the Burial Service Contractor including but not limited to reconstruction of double or family upright monument foundations removed or damaged during the work (which work must be done by Company or a Memorial Service Contractor), unless prior arrangements are made for Company to perform such work. The superintendent or manager has sole authority as to whether or not any of the above mentioned objects will be moved. If the superintendent or manager determines anything is to be moved, the service may not take place until the burial site is finished to the superintendent's or manager's satisfaction. The Burial Service Contractor is required to restore the burial site area to its original condition prior to the end of the working day on which such burial service is held.

2. The use of planking or plywood to cross other graves or lots to obtain access to a burial site may be required by the manager or superintendent for all burials and the method and material to be used must be at the site and approved by the superintendent. There is to be sufficient supply of planking or plywood or other materials approved by the superintendent so that the least possible damage can occur.

(i) Plywood is to be a minimum dimension of 2' x 8' x 5/8" thick.

(ii) Planking is to be a minimum of 2" x 12" x 10' used in tandem so as to give the effective use of 2" x 24" x 10'.

(iii) The removal of this planking or plywood must be done immediately after use is completed.

After the grave is open, plywood or planking may under no circumstances remain in place overnight other than on the grave opened. This is to insure protection of the turf.

3. All of the work to be performed must not unreasonably hinder normal Park operations and in all cases the Park crew will take preference. Any delay caused by an outside contractor will be charged according to the length of time delayed and a schedule will be posted.

4. The excavation is to be performed in a clean, neat and workmanlike manner. The excavation is to be rectangular in shape holding the tolerance as to length, width and depth as established by the superintendent or manager. Each grave is to have a level floor. No oversize opening will be permitted unless the superintendent or manager deems it necessary for safety.

5. Shoring graves in compliance with the standards established by the Occupational Safety and Health Administration (OSHA) is required if warranted by the soil conditions or the depth of the excavation or if deemed necessary for safety by the superintendent or manager. The Burial Service Contractor will shore the grave using a system approved by OSHA. No delay will be tolerated. The shoring will remain in place until the backfill procedure is in progress. It shall be the responsibility of the Burial Service Contractor to be in compliance with all OSHA standards at all times while in the Park.

6. The superintendent or manager has the right to suspend any operation that in his judgement is unsafe. If the superintendent determines that a crew, a machine or a person is unfit to work in the Park, the Burial Service Contractor shall immediately remove said person or persons or machines from the Park.

7. If a grave is opened in advance of service without an attendant present at all times, the grave is to be covered with plywood or other approved material. The covering is to extend a minimum 12" over the sides of the opening in each direction. The covering must be at least 5/8" in thickness and be adequately held in place. Unless otherwise approved by the manager or superintendent, no dirt may remain at graveside at the time of opening or during the service. All excavated materials must be hauled away.

8. The Funeral Service

Unless an interment chapel is used and no service is held at the grave, the equipment to be provided at a funeral service is to consist of, but not be limited to:

(i) If a tent is used, a tent having a minimum span of 15'x15' with head clearance not less than 6' at its lowest position. The tent is to be placed at graveside in such a manner as to give the family the best protection from the weather. The tent is to be secured by guide ropes of good quality having a diameter of not less than 3/8" thickness. These ropes shall be secured to steel stakes driven into the ground not less than 1' in length at an angle off each corner of the tent or other method of securing such tent as shall be approved by the superintendent or manager.

(ii) Greens and Matting must be supplied to provide for the area of the burial.

(A) It is preferred that the "T" style grass set be used consisting of but not limited to:

I. 2" T end pieces 3'x 9' with 3' x 3' drop.

II. 2 side pieces 6' x 8' when set 3' in the grave and 3' perimeter cover.

III. 2 side covers for the family area with a minimum of 6' x 14' which when set side by side will cover 12' x 14'.

Equivalent coverage is permitted.

(B) Cocoa Matting

I. Matting is to have a minimum width of 27" with standard rubber binding.

II. When required by the manager or superintendent, matting is to lay along the path designated previously by the superintendent. The matting is to be sufficient quantity to run from the grave to the road so that the family will not walk on mud or wet grass.

Any variation from the greens or matting specified must be approved by the manager or superintendent.

(iii) Lowering Device

A. A lowering device will be required for every service. No lowering of a casket by straps or by handling the casket into a grave is permitted.

B. The lowering device will be of quality equal to those manufactured by the Frigid Fluid Co. with a minimum opening of 62"x25" and maximum opening of 94" x 38". The Burial Service Contractor will be responsible to have the device open to sufficient length and width to accommodate the casket to be positioned. The straps on said device are to be woven so as to withstand a breaking force of 4,000 pounds. The straps are to have a minimum width of 4" and a length 20'. There shall be at least two straps on the device. No casket may be lowered into a grave with one strap. All straps must be in good condition.

C. Safety straps are to be placed at each end of the device to protect against any possible mechanical failure. These straps are to be of the same material or an approved strap equal to those used on the lowering device and they must be securely fastened to the device.

(iv) Seating

Unless the manager or superintendent determines that the terrain is unsafe, seating is to be provided for the family at the time of the service. A minimum of 4 chairs must be provided. Chairs may be the aluminum tenso chairs or individual folding chairs either wood, metal or other appropriate seating material. The contractor is responsible for the family's safety while at the site.

9. Lowering of the casket may not start until the family leaves the burial site completely and can no longer see the burial site unless religious requirements otherwise dictate. The casket is to be lowered into the grave maintaining the casket level at a slow speed. The Burial Service Contractor shall have a person at the control level the entire time the casket is being lowered. As soon as the casket rest in the outer case, the straps and device may be removed. At this time the outer case is to be sealed (See Vault).

10. After the outer case has been sealed and the funeral service equipment has been removed the following procedures are to be followed in backfilling of the grave:

(i) The planking is to be replaced along the same path in opening the grave, unless otherwise directed.

(ii) The fill dirt to be used is to be free of metal, large stones, wood or other trash.

(iii) A dump cart or truck whose capacity is not to exceed 2 cubic yards shall be backed to the grave site.

(iv) A small amount of the fill is to be dumped into the grave, then shoveled around the outer case, so as to fill the void between the outer case and the wall of the grave. This void must be completely filled and compacted.

(v) The rest of the grave from the outer case lid to the top is to be filled in 6" layers and compacted to reach the greatest density possible. A minimum density of 90% dry according to standard engineering testing must be obtained. Any settlement of the earth which occurs within five (5) years of the date of the internment shall be refilled and recompactd and the sod replaced by the Burial Service Contractor within twenty-four (24) hours of notice (or such lesser time as is necessary to avoid a hazardous condition)

(vi) If the turf was approved by the superintendent or manager prior to the opening of the grave and saved, it may be replaced and watered. If the turf was not approved, then new turf is to be placed. This turf must be approved by the superintendent or manager prior to being placed on the grave. The Burial Service Contractor is responsible for replacing dead sod without charge within 15 days notice within the season grass is growing. This replacement responsibility shall extend for a period of one year from the date of burial, or if dead sod is replaced, for a period of one year after the last required replacement, whichever is longer.

11. The entire area surrounding the site is to be left in clean, neat and orderly condition. The Burial Service Contractor must notify the superintendent or manager immediately if any problems are encountered.

12. The charges related to such work performed by Park employees, as set by Company from time to time, must be paid in advance by the Burial Service Contractor.

In conclusion, the above mentioned items and procedures are to be provided and be performed in a first class, clean, neat and workmanlike manner by responsible people so as to insure the family's safety and protect against any added grief, accidents and embarrassment as well as protect adjoining lots, the serenity of the grounds and the safety and well-being of the visitors to the grounds. Any exceptions to these rules may be made by the manager or superintendent but only if such exception will promote the goals expressed herein.

Rule 2.23: VAULTS AND LINERS.

a. Every earth interment shall be made with a two piece (box and lid) reinforced concrete vault (sealed unit) or a reinforced one piece concrete box (liner) with a one piece reinforced concrete lid which attaches to the box with a tongue and groove. No sectional slab boxes are permitted. No exposed top vaults will be permitted. All such underground receptacles will be placed below the surface of the ground a sufficient depth to permit dirt and sod coverage with a minimum of 18" depth at the shallowest point or such greater depth as shall be required by law.

b. All burial vaults and grave boxes must meet or exceed the recommended standards of the National Concrete Burial Vault Association as follows:

(1) Concrete Burial Vault

The burial vault shall be constructed and sealed so as to withstand all anticipated loads considering all local conditions.

(i) The minimum vertical wall thickness shall be 1 1/2".

(ii) The minimum thickness of the concrete in the cover or dome shall be 2".

(iii) The minimum thickness of the bottom shall be 2".

(iv) The concrete shall attain a compressive strength of 4500 psi.

(v) The burial vault shall have adequate steel reinforcing or other reinforcing sufficient to prevent the collapse of the burial vault.

(2) Concrete Grave Box or Grave Liner

Grave boxes or grave liners shall be constructed to withstand all anticipated loads considering all local conditions.

- (i) The minimum vertical wall thickness shall be 1".
- (ii) The minimum thickness of the top and bottom shall be 1 1/2".
- (iii) The liner shall have sufficient reinforcing to prevent its collapse.

c. The Park management having knowledge of the weight and difficulties in handling these vaults has adopted the following rules to protect lots, markers, plantings and roads from damage and to maintain the serenity of the grounds for visitors.

(1) A contractor, burial vault dealer or manufacturer or other person, firm or corporation in order to perform services in connection with a vault installation at Park (Vault Service Contractor), must obtain a working certificate by submitting, in writing, on a form supplied by Park, a resume stating its or his qualifications and previous experience in this field of work. The Vault Service Contractor must demonstrate it has personnel who will actually perform the work or directly supervise its performance who have at least two years experience in this field within the preceding five years and show proof that the Vault Service Contractor has the necessary equipment to carry out the work to be performed and complies with all company or management requirements. The Vault Service Contractor will also have to include with such resume the Vault Service Contractor's understanding of OSHA requirements relating to the installation of burial vaults, which interpretation shall be subject to review by the superintendent or manager. The proof must be received by the Park one month prior to the Vault Service Contractor first performing any work in order to give Park the opportunity to check the Vault Service Contractor's credentials and shall thereafter be valid unless no work is performed for six consecutive months or the qualified personnel shown on such application are no longer performing such work or supervising such work or supervising such performance in which event new application shall be made. The Company reserves the right to deny anyone the privilege of a working certificate if the above mentioned criteria are not met. A working certificate is valid for one year or until revoked. A charge may be made for such working certificate for any Vault Service Contractor performing work in Park as of the effective date of this rule. A charge for such certificate will be made to new applicants. The certificate may be revoked at any time by the Company for failure to comply with these rules or if Vault Service Contractor's activities in any other cemetery are (in the Company's opinion) dangerous or inconsistent with proper respect to the Park or any decedent.

(2) The Vault Service Contractor will submit any insurance certificate from a reputable insurance company licensed to do business in the state in which the work is to be performed. The certificate must specify the Park as named insured.

Coverage:

- (i) General liability covering operations
 - (ii) Products - completed operations
 - (iii) Auto
- Minimum limits - 500,000 Personal Injury
250,000 Property Damage

The certificate of insurance is to cover the full term of the work certificate.

(3) Worker's Compensation

The applicant will submit proper proof that all employees are protected by Worker's Compensation coverage as imposed by the State in which the work is to be performed and that all premiums are paid and coverage extends past the life of the work certificate.

(4) Every Vault Service Contractor shall maintain sufficient, appropriate equipment and planking for the delivery and installation of burial vaults or grave boxes in a safe manner so as to minimize potential damages to sod and memorials in the Park. As minimums, the Vault Service Contractor shall maintain the following:

(i) appropriate roller, carts, rubber tired trailers or other devices suited to the transport of vaults from roadway to grave.

(ii) appropriate hoists, tripods, vault lowering devices, trailers or other devices for the safe installation of a burial vault or grave box.

(iii) planking sufficient to prevent, as far as practicable, damage to sod resulting from transport of vaults or grave boxes across sod.

A. Where vaults are transported by roller or equivalent, the Vault Service Contractor shall have available sufficient planking so that the vault weight is distributed continuously on 6" x 8' x 2" planks.

B. Where vaults or grave boxes are being transported on trailers or other rubber tired devices the Vault Service Contractor shall have sufficient planking so that the vault weight is distributed continuously on boards (plywood) 2' x 8' x 5/8".

(iv) appropriate chains, hooks, cables and boards to lift, hold, lower, or otherwise maneuver a vault or grave box and lid or cover for same into a standard size grave opening.

(4) The Vault Service Contractor must notify the Park office during normal business hours at least 12 hours prior to the time of the service. It is imperative at this time that a complete order is given according to Park's form. No other procedures can begin until a complete order is given.

(5) The Company will issue a permit for the placement of the vault or liner. No work of any kind is permitted until this permit is given to the Vault Service Contractor.

Company may make a reasonable uniform nondiscriminatory charge as set from time to time for the issuance of the permit, the services of its personnel including supervisory inspection and administrative procedures and the other expenses incurred by Company as a result of the placement of the vault or liner.

(6) The manager or superintendent will show the Vault Service Contractor the path from the roadside across the garden or section to be used. No other path may be used without further approval of the manager or superintendent. No equipment, supplies, etc. are to be placed or stored in any other location nor shall any of the Vault Service Contractor's personnel use any other path in the section. As soon as the vault is installed, all planking and plywood and other equipment and supplies must be removed immediately.

(7) Placement of Vault

The vault or liner must be placed in the grave on the morning of the funeral and the installation must be completed at least 1 1/2 hours before the scheduled service time if the service is to be carried out by the park's employees. If a Burial Service Contractor is used, the Burial Service Contractor may specify an additional period of time prior to the service time for the completion of the vault installation. In the event that the vault is not completely installed by the time specified, the Vault Service Contractor shall be charged at the rate set by Company from time to time for any extra crews required to finish preparing the grave site for the funeral service. In the event that a Vault Service Contractor fails to deliver the vault and commence installation work within 2 hours prior to the scheduled service time, the Company may, at its option, install another vault and charge the Vault Service Contractor for such vault at Company's regular charges. If, in the judgement of the superintendent or manager, a vault is visibly defective at the time of its arrival at the Park or during the process of installation or thereafter, the Vault Service Contractor shall immediately, at the Vault Service Contractor's sole cost and expense, replace such unit with a satisfactory substitute unit; and if the Vault Service Contractor is unable to do so prior to the time required for finishing vault installation, the Company may install a vault and charge the Vault Service Contractor at its regular charge therefor.

(8) All of the work to be performed must not hinder normal park operations and in all cases the Park crew will take preference. Any delay caused by an outside contractor will be charged according to the length of time delayed and a schedule will be posted. No work may be performed when a funeral service is being conducted in the area and the superintendent or manager shall specify when work shall stop and when it can recommence. It is the Vault Service Contractor's responsibility to provide adequate time for such delays.

(9) The Vault Service Contractor's use of mechanical carriers may be limited, when in the judgement of the superintendent or manager, weather conditions, the conditions of the ground or other reasonable criteria, in the sole judgement of the superintendent or manager, deem it advisable that such mechanical carriers not be used. It is the Vault Service Contractor's responsibility to have adequate manpower available to install the vault. Steep hillsides, wet grounds and other conditions are the sole responsibility of the Vault Service Contractor and such contractor is required to be familiar with the burial site to meet such conditions.

(10) When the service has been completed, it is the responsibility of the Vault Service Contractor to have personnel available at the termination of the funeral service to close the vault or liner and, if necessary, seal the vault within 30 minutes after the completion of funeral service. Any delays caused in backfilling the grave as a result of the Vault Service Contractor's delay in the closing or sealing the vault or liner, will be charged to the Vault Service Contractor by the Company in accordance with its charges as set from time to time, and any Burial Service Contractor who has suffered delay by reason of the Vault Service Contractor's delay shall be entitled to one half of such fee which shall be paid by Company upon receipt of the charge from the Vault Service Contractor.

(11) All Vault Service Contractors must realize that the primary responsibility for the conduct of the burial service is the Company's responsibility, and, in the case where a Burial Service Contractor is involved, the partial responsibility of such Burial Service Contractor. The Vault Service Contractor is therefore, subject to all reasonable directions given by the superintendent or manager or Burial Service Contractor as the case may be.

(12) The superintendent or manager has the right to suspend any operation that in his judgement is unsafe. If the superintendent determines that a crew, a machine or a person is unfit for work in the Park, the Vault Service Contractor shall immediately remove said person or persons or machine from the Park.

d. The Company may, in its discretion, offer services to Vault Service Contractors in the installation and sealing of the vaults and grave boxes. No Vault Service Contractor shall solicit such services from Park employees other than through the Park management.

e. The Company shall apply these rules, service charges and regulations uniformly to all vaults installed in Park and shall not allow preferences to any vault manufacturer or dealer.

f. Upon request of any Vault Service Contractor, Company shall, to the extent it has adequate space not visible from developed sections of the Park, permit the Vault Service Contractor to store a reasonable number of vaults or grave boxes manufactured or distributed by such Vault Service Contractor, which vaults or grave boxes are to be installed and sealed by Park personnel when requested by the Vault Service Contractor upon the payment of standard charges published by Company.

Rule 2.24: MOVEMENT OF THE MEMORIAL FOR INTERMENT.

If any memorial on the space to be used for interment must be moved for an interment, such memorial shall be moved by the Company, or the Burial Service Contractor performing the other services in connection with such interment services. A charge for such work may be made by the Company or the Burial Service Contractor performing such work and such charge shall be paid by the person ordering the funeral or such other person as the Company or the Burial Vault Service Contractor, as the case may be, shall approve.

Whenever the opening of a grave necessitates the removal of a foundation, in whole or in part, proper restoration must be made. A charge for the removal of the foundation may be made by the Company or the Burial Service Contractor performing such work. A charge for the restoration of the foundation may be made by the Company or the Memorial Service Contractor performing such work. Such charges shall be paid by the person ordering the funeral or such other person as the Company or the Burial Service Contractor or the Memorial Service Contractor, as the case may be, shall approve.

Rule 2.25: INGRESS AND EGRESS.

The Company reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots and all lawn areas for the purpose of passage to and from other lots and areas of the park.

INTERMENT RIGHTS OF PLOT OWNERS

Rule 3.01: PLOT CONVEYANCE.

All plots conveyed to individuals are presumed to be owned by the person named in the instrument of conveyance and all plots conveyed to husband and wife are held as tenants by the entirety.

Rule 3.02: RIGHTS OF SPOUSE.

The spouse of an owner of any plot containing more than one interment space has a vested right of interment of his remains in the plot and any person thereafter becoming the spouse of the owner has a vested right of interment of his remains in the plot if more than one interment space is unoccupied at the time the person becomes the spouse of the owner.

Rule 3.03: LIMITATION ON CONVEYANCE.

A conveyance by the owner without the written consent or joinder of the spouse of the owner divests the spouse of a vested right of interment, and a final decree of divorce between them terminates the vested right of interment unless otherwise provided in the decree.

It shall be the responsibility of the owner to provide the Company with adequate proof of any change in ownership due to a final decree of divorce. In the absence of such proof and until it is furnished to the Company, the interment rights of the original owner shall remain unchanged. The Company shall not be required to rely on oral testimony as proof of a change in ownership due to a final decree of divorce.

Rule 3.04: JOINT TENANTS.

In a conveyance to two or more persons as joint tenants, each joint tenant has a vested right of interment in the plot conveyed. A joint tenancy must be expressly created.

Rule 3.05: RIGHTS OF SURVIVORSHIP TO JOINT TENANT.

Upon the death of a joint tenant, the title of the plot held in joint tenancy immediately vests in the survivors, subject to the vested right of interment of the remains of the deceased joint tenant (and his spouse if there are sufficient spaces to permit burial of all surviving joint tenants).

Rule 3.06: WAIVER OF RIGHT OF INTERMENT.

A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested.

Rule 3.07: AFFIDAVIT SUFFICIENT.

An affidavit by a person having knowledge of the facts setting forth the facts of the death of the owner and the names of the person or persons entitled to the use of the plot is complete authorization to the Company to permit the use of the unoccupied portions of the plot by the person entitled to the use of it.

Rule 3.08: IDENTITY OF SURVIVING JOINT TENANTS.

An affidavit by any person having knowledge of the facts setting forth the fact of death of one joint tenant and establishing the identity of the surviving joint tenants named in the deed to any plot, when filed with the Company is complete authorization to the Company to permit the use of the unoccupied portion of the plot in accordance with the directions of the surviving joint tenants or their successors in interest.

Rule 3.09: DESIGNATION OF AUTHORIZED PERSONS.

When there are several owners of a plot, or rights of interment in it, they may designate one or more persons to represent the plot and file written notice of designation with the Company. In the absence of such notice or of written objection to its so doing, the Company is not liable to any owner for interring or permitting any interment in the plot upon the request of direction of any co-owner of the plot.

Rule 3.10: RIGHTS OF INTERMENT.

No vested rights of interment gives to any person the right to have his remains interred in any space in which the remains of any deceased person have been interred, nor does it give any person the right to have the remains of more than one deceased person interred in a single interment space in violation of the Rules and Regulations.

Rule 3.11: RIGHTS OF INTERMENT IN FAMILY PLOT.

In the absence of (i) a specific bequest by Will or Deed of Trust (but not by any residuary clause contained therein) or (ii) a conveyance of interment rights during the owner's lifetime in a family plot, one grave may be used for the owner's interment; one for the owners surviving spouse, if any, and in those remaining, if any, the parents and children of the deceased owner in order of death may be interred without the consent of any person claiming any interest in the plot.

Rule 3.12: RIGHTS OF INTEREST IF NO PARENT OR CHILD.

If no parent or child survives, the right of interment goes in order of death first, to the spouse of any child of the record owner and second, in the order of death to the next heirs at law of the owner as if there were an intestacy and if such heir at law has been buried in the plot, the spouse of any such heir at law.

Rule 3.13: WAIVER OF RIGHTS.

Any surviving spouse, parent, child or heir who has a right of interment in a family plot may waive such right in favor of any other relative or spouse of a relative of either the deceased owner or of his spouse, and upon such waiver the remains of the person in whose favor the waiver is made may be interred in the plot.

Rule 3.14: PLOT MADE INALIENABLE.

The Company may take and hold any plot conveyed or devised to it by the plot owner so that it will be inalienable, and interments shall be restricted to the persons designated in the conveyance or devise.

Rule 3.15: INSUFFICIENT NUMBER OF GRAVES.

If the number of persons having rights of interment in a plot exceed the number of graves (or interment rights if multiple depth burials are permitted) the persons having the interment rights shall be entitled to be buried in the plot in the order of their deaths until all graves are used.

CONTROL OF WORK BY COMPANY

Rule 4.01: PARK MANAGEMENT MUST DIRECT AND MAY REMOVE IMPROVEMENTS.

All improvements or alterations of individual property in the Park shall be under the direction of and subject to the consent, satisfaction and approval of the Company. Company may make a charge, as established from time to time, for the review, supervision or maintenance of any improvement or alteration. Should such improvements or alterations be made without its consent, the Company shall have the right to remove, alter or change any such improvements or alterations at the expense of the plot owner. The Company shall have the authority to remove all improvements, floral designs, weeds, flowers, trees, shrubs, plants or herbage of any kind from the Park when, in the sole judgement of the Company, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained. The Company shall not be responsible for plants, herbage or plantings of any kind damaged by the elements, thieves, vandals or by other causes beyond its control. The Company reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, plants or herbage of any kind, unless it gives its consent. No planting may be made except as directed by the Company.

The Company makes no representation that any improvement tree, shrub, or planting it makes or installs is permanent, and it reserves the right to remove any improvement, tree, shrub, or planting and not replace it, at its sole discretion.

Rule 4.02: PERFORMANCE OF WORK BY COMPANY.

In order to insure the quality of the work and to minimize interference with the peacefulness of the grounds, unless otherwise approved by management under such reasonable conditions as it shall impose, all work incidental or connected with the digging of graves, the making of interments, the building and construction of foundations, the care of graves and lots, including but not limited to the planting, trimming, cutting, or removing of all trees, shrubs, or herbage of any kind and the grading, landscape work and improvements of any kind whatsoever, shall be done and performed by Company and Company shall be entitled to receive and to collect from the plot owner, in advance, the prices or charges therefor in accordance with the schedule of charges posted in the office of the Company which may be in effect at the time any such work is ordered.

Rule 4.03: PERFORMANCE OF GRAVE OPENINGS, ETC.

All grave openings, lowering of bodies, grave fillings and disinterments must be performed by the Company and its employees or a qualified Burial Service Contractor; nor can burial devices and appliances other than those owned and used by the Company or a qualified Burial Service Contractor be employed at a funeral.

Rule 4.04: FOUNDATIONS.

All foundations for memorials and mausoleums shall be installed by the Company or a qualified Memorial Service Contractor and the charges for which shall be fixed by the Company. All charges shall be paid in advance.

Rule 4.05: COMPANY MAY CHARGE FOR UNUSUAL REPAIRS NECESSITATED BY ACTS OF GOD, ETC.

In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze or concrete work on any section or plot or crypt or niche, or any portion or portions thereof in the Park, mausoleum or columbarium, which has been damaged by the elements, deterioration due to the passage of time, an 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 civil authority, the Company shall give ten (10) days' written notice of the necessity for such repair to the plot owner of record. The notice shall be given by depositing the same in the United States mail, addressed to the plot owner of record at his or her address stated on the books or records of Company. In the event that the plot owner fails to repair the damage within a reasonable time, the Company may direct that the repairs be made and charge the expense against the plot and to the plot owner of record.

Rule 4.06: PLOT OWNER MUST NOTIFY COMPANY.

It shall be the duty of the plot owner to notify the Company of any change in his post office address. Notice sent to a plot owner at the last address on file in the office of the Company shall be considered sufficient and proper legal notification.

ROADWAYS AND REPLATTING

Rule 5.01: RIGHT TO REPLAT, REGRADE AND USE PROPERTY.

The right and privilege, at any time and from time to time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all or any part, portion or subdivision of the property hereby mapped and platted (including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks or drives) and to file amended maps or plats thereof, and to use the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the care, preservation or preparation for the interment of human remains, or other cemetery purposes, together with easements and rights of way over and through said premises for, and the right and privilege of installing, maintaining and operating pipelines, conduits or drains for sprinklers, drainage, electric or communication lines, or for any other purpose, is hereby expressly reserved by Company.

MEMORIALS

Rule 6.01: GENERAL RESTRICTION ON MEMORIALS.

Except in sections devoted to upright monuments and in order to develop and maintain the maximum beauty of the Park, no upright monuments will be permitted in any section except sections specifically designated (if any) and only memorials set level with the grave will be permitted. A list of the sections devoted to upright monuments and to bronze memorials shall be available at all times at the office of Company for public inspection.

Rule 6.03: MEMORIALS PERSONAL PROPERTY.

All memorials installed or placed in the Park shall remain the personal property of the person who purchased the memorial. At no time shall any memorial become the property of the Company, nor shall the Company be responsible for insuring any memorial.

Rule 6.04: THEFT OR DAMAGE.

The Company shall not be responsible for theft of, or damage to any article or personal property placed on graves or elsewhere in the Park.

Rule 6.05: SKETCH REQUIRED AS PART OF FOUNDATIONS.

To avoid errors, it is required that a sketch drawn to approximate scale (unless otherwise permitted) showing design and complete inscription in detail, with all dimensions, be submitted and that approval in writing be secured from Company before the foundation for the memorial is installed. The foundation order must show the name of the deceased, date of death and exact site to be used for the foundation. The information required must be supplied on a form supplied by Company.

Rule 6.06: APPROVAL OF DESIGN BY COMPANY.

So that all memorials shall be in good taste, adding to the beauty of the Park, it is necessary that Company retain authority to reject any plan or design for a memorial which, on account of size, design or inscription, is unsuitable to the plot on which it is to be placed. If the plan for the memorial is rejected, such rejection shall be made to the Dealer within ten (10) working days and explanation given. Upon application, any rejection shall be promptly reviewed. If a rejection is made after ten (10) working days, Company will reimburse Dealer for nonrecoverable cost incurred to the date of receipt of rejection.

Rule 6.07: PERMIT REQUIRED.

For the protection of all plot owners, it is necessary that persons erecting, cleaning or repairing memorials obtain a permit and, in doing such work, comply with the reasonable directions of Company.

Rule 6.08: INSTALLATION AND MEMORIALS MAINTENANCE CHARGES.

a. All foundations for memorials, mausoleums, etc., shall be installed by Company or a qualified Memorial Service Contractor. When installed by Company, Company shall receive payment therefor in advance.

b. All memorials flush with the ground not installed by a Memorial Service Contractor, must be installed by Company and Company shall receive payment therefor in advance.

c. Foundation, installation and memorial maintenance charges shall be paid in advance at the time of placing the foundation order unless arrangements for credit have been made in advance.

Rule 6.09: WORK TO STOP DURING FUNERAL.

Out of respect, and for other obvious reasons, all work of any description shall cease while a funeral or interment is being conducted nearby. It is also required that trucks and workmen withdraw to a reasonable distance from the location of the funeral service.

Rule 6.10: RIGHT TO STOP WORK.

Company reserves the right to stop all work of any nature, whatsoever if in its opinion, proper preparations therefor have not been made, or when tools and machinery are insufficient or defective; or when work is being executed in such manner as to threaten life or property; or when the monument dealer has been guilty of misrepresentation; or when any reasonable request on the part of Company is disregarded; or when work is not being executed according to specifications; or when any person employed on the work has violated any rule of Company (in which case only the person so involved shall be restricted).

Rule 6.11: APPROVAL OF COMPANY ON COMPLETED WORK.

The completed work is subject to the approval of Company; and if the completed work is not in conformity with the information submitted by the Monument Dealer and these Rules and Regulations, it may be removed by the Superintendent and the Monument Dealer shall be held liable for all charges so incurred unless within ten days (10) written notice to the Monument Dealer such defective work has been corrected, provided however, that a Monument Dealer may request an additional ten (10) days within which to correct such defect and in the event that the Monument Dealer so requests within such second ten (10) day period, the Monument Dealer may request a review of the completed work by the Company. The Monument Dealer shall be entitled to present any pertinent matters which he feels justify violation of the information submitted or the failure to conform to the Company's Rules and Regulations and Company shall take into account all pertinent data in reaching a final determination with respect thereto. In the event the Company following such review determines that the completed work must be removed such removal shall be completed by the Monument Dealer within ten (10) days after such Monument Dealer has received written notice of such determination.

Rule 6.12: AGREEMENT BY MONUMENT DEALERS, MANUFACTURERS AND FINISHERS; NO RESPONSIBILITY OF COMPANY.

a. Monument dealers agree to set monuments in conformity with Company requirements and in accordance with the trade standards of proper methods of handling and setting. If any fault resulting from improper setting develops within five (5) years from date of placement in the Park, such fault shall be rectified by the dealer without the cost to Company, or any other person. If a memorial manufacturer fails or refuses to make the warranty set forth in Rule 6.12 (b) hereof, the monument dealer shall be responsible for fulfilling the obligations of the memorial manufacturer as set forth in said rule. If any fault resulting from improper lettering develops within five (5) years from date of placement in the Park, such fault shall be rectified by the dealer without cost to Company or any other person unless such lettering has been done by the memorial manufacturer in which case the provisions of the Rule 6.12 (b) shall apply to the extent that the manufacturer has agreed to correct such fault.

b. The memorial dealer and manufacturer warrant to the Park that monuments, markers, mausoleum and tombs will be first quality granite and will be finished in accordance with the trade standards of good craftsmanship. If any fault resulting from material, improper finishing or lettering develops within five (5) years from date of placement in Park, the faulty monument will be corrected or replaced by its dealer or manufacturer without cost to the Company or any other person.

c. In no case shall Company be responsible for any defect or damage of any memorial whether due to design, manufacture, inherent defect, nature of material, actions of vandals, acts of God or other causes beyond the control of Company.

Rule 6.13: FOUNDATIONS.

If any fault resulting from improper installation of foundation by Company 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 2" below grade at top.

Rule 6.14: NOTICE ON FOUNDATIONS.

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 Company in order in which such foundation construction has been purchased, provided however, that Company 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. In the event that the Company has not constructed the foundation within forty-five (45) days from the date of receipt of any order for installation of a foundation, Company shall give notice to the monument Dealer if such foundation is not to be installed within the sixty (60) day period. In such event, the Monument Dealer shall have the opportunity to construct the foundation without meeting the qualifications of Rule 6.43 and Company shall be responsible for providing continuous supervision to be certain that the foundation is constructed in accordance with the rules set forth in Rule 6.44 and the other Rules and Regulations set forth herein. No fee shall be charge by Company for its services in connection with such emergency service.

RULE 6.15: FOUNDATION RUSH CHARGES.

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

Rule 6.16: SMALL FOUNDATIONS.

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.

Rule 6.17: SIZES.

A. Monuments and Monument Sections

1. On two (2) grave plots, up to a 4'6" base will be permitted without special permission. Otherwise no family memorial shall exceed in length more than fifty (50) per cent of the back line of the plot on which it is placed and in no case shall any memorial exceed 6' in length on six (6) graves in a row nor exceed 8' in length on more than six (6) graves in a row.

2. No double memorial base shall exceed 4'6" in length.

3. No single memorial base shall exceed 2'6" in length.

4. No memorial shall exceed 2' in depth unless the lot size (of over two (2) graves' depth) will permit a proportionate increase.

5. Footmarkers used in conjunction with family memorials will be permitted on plots of two (2) graves or more. All footmarkers must be set level with the grade. Footmarkers shall be 2'0" by 1'0" and at least 4" thick. In the event that an existing family plot contains footmarkers which do not meet the specifications set forth in this Rule 6.17a (5), footmarkers shall be permitted to match the other footmarkers in such lot. If footmarkers are to be other than those to identically match other footmarkers in the family plot, all of the provisions of these Rules and Regulations must apply to any variation.

6. Headmarkers will be permitted when set level with the grade. All headmarkers shall be 2'0" by 1'0" and at least 4" thick. In the event that an existing family plot contains head markers which do not meet the specifications set forth in this Rule 6.17a (6), headmarkers shall be permitted to match the other headmarkers in such lot. If headmarkers are to be other than those to identically match other headmarkers in the family plot, all of the provisions of these Rules and Regulations must apply to any variation. No headmarker shall be permitted on any grave on which a family memorial is located.

7. All namestones shall be at least 8" thick provided that a namestone shall be permitted to be 6" thick if the height of the namestone is not over 2' and if the namestone is epoxied to the base.

8. All namestones shall be at a height which bears a reasonable proportion to the base and the design of the monument and shall not exceed 4' in overall height unless such monument is to match other monuments located within a family plot. In the event that a monument is to match other monuments in a family plot, matching height monuments may be installed unless such matching height constitutes a safety hazard as determined by the Company.

B. Flush Memorials and Memorial Park Sections.

1. No double memorial base shall exceed 5'4" in length.

2. No single memorial base shall exceed 3' in length.

3. Footmarkers used in conjunction with family memorials shall be permitted on plots of two (2) graves or more. All footmarkers must be set level with the grade. No footmarker shall exceed 2'4" in length by 1'4" in width.

Rule 6.18: WASH.

The minimum wash on each end of an upright monument shall be 3". The minimum wash on the front and back of an upright monument shall be 2".

Rule 6.19: BASE MATERIAL.

For harmonious appearance, the base of a monument must be of the same material as the namestone unless of a sharply contrasting color approved by Company.

Rule 6.20: MEMORIAL PLACEMENT.

Memorials must be placed according to Company specifications. Flush to the ground, memorials must be set 1/2" below grade.

Rule 6.21: SETTING MEMORIALS.

Permission will not be granted to set memorials until all outstanding charges against the plot owners have been paid in full and Company has the right not to install, or permit to install, any foundation until such charges are paid.

Rule 6.22: TIMES FOR SETTING MEMORIALS.

No memorial setting will be allowed when the cemetery office is closed.

Rule 6.23: INSCRIPTION WORK.

Additional inscription work upon memorials must have the permission of the legally authorized representative and Company, and a permit fee, as set by Company from time to time, shall be paid in advance.

CAUTION: Monument dealers will be held responsible for any permanent or untimely damage to planting caused by monument dealer's carelessness or cleaning fluid.

Rule 6.24: CUTTING, ETCHING OR CARVING MONUMENTS IN PARK PROHIBITED.

No monument cutting, etching or carving except minor repairs, inscription and panels for inscriptions will be permitted on the Park grounds.

Rule 6.25: CLEAN PLOTS REQUIRED.

Plots must be left clean after a memorial is set or inscribed.

Rule 6.26: CARS AND TRUCKS.

All cars and trucks must stay on drives unless granted special permission.

Rule 6.27: PROHIBITED ITEMS.

The placing of photographs, boxes, toys, metal designs, ornaments, chairs, settees, glass, wood or iron cases and similar articles, upon plots shall not be permitted, and if so placed, Company may remove them. All fittings, adornments, urns, inscriptions and name plates for crypts or niches are subject to the approval and control of, and acceptance or rejection by, the Company. The following will not be allowed: Coping or any other type of enclosure whether of stone or other material, raised corner markers, cradles, tomb tops, ledgers, slabs, posts, railings, chains, pictures, chairs, marble monuments, privet hedges or any other type of planting in the shape of a border, or any other type of stone, plastic, wood or metal object, except as specifically permitted in writing by Company. Ledgers are permitted in family plots to duplicate existing ledger markers in a family plot or in plots specifically so designated. In sections where permitted, footmarkers may be set level with the grade but only in conjunction with a family memorial. Benches may be set only in lots designated by Company and all such benches shall be of material and of construction approved by Company. Vases are not permitted unless they are of a material acceptable to the Company and are placed level with the grade in a permanent foundation. Artificial coloring of any kind must be approved in advance by the Company.

Rule 6.28: PHOTOGRAPHING.

The monument dealer who photographs memorials or mausoleums, by such action, agrees to indemnify and defend Company against any loss, cost or obligation including reasonable attorney's fees incurred by the Company as the result of the monument dealer photographing memorials or mausoleums or making detailed measurements or drawings of the same for the purpose of duplication or copying of designs.

Rule 6.29: RIGHT TO REMOVE.

Should any memorial or mausoleum become unsightly, dilapidated or a menace to visitors, Company shall have the right at the expense of the lot owner after written notice either to correct the condition or to remove the same.

Rule 6.30: WRITTEN ORDER REQUIRED ON REMOVAL OF MEMORIAL.

No memorial shall be removed from the Park, unless written order of the plot owner or the legal representatives be presented at the Company's office and permission be granted by Company.

Rule 6.31: ADVERTISING.

Striving for surroundings of peace and beauty as a setting, Company prohibits advertising of any description within the Park other than regular advertising on the sides of trucks.

Rule 6.32: TRADEMARKS.

To encourage appropriate design and high quality of workmanship, identifying insignia, registered in the United States Patent Office, are permitted and such insignia must be sand blasted into the material without pigmentation, covering not more than two square inches in total area.

Rule 6.33: COPYRIGHT.

Properly registered copyright notices are permitted.

Rule 6.34: OUTSIDE WORKMEN.

All workmen employed by outside firms while within the Park are subject to additional reasonable regulations of the Company.

Rule 6.35: RIGHT TO CORRECT ERRORS.

The Company shall not be liable for defective workmanship, defective materials, incorrect inscriptions or incorrect locations, furnished or performed by the Company, in connection with memorials, monuments, or foundations, or the installation thereof, beyond replacement, repair or correction of such materials, installations or locations.

Rule 6.36: TOLERANCES.

When 8" to 10" inclusive in thickness the namestone may have a tolerance of 1/4" over or 1/4" under the specified dimension. When more than 10" thick the tolerance may be 1/2" over or under the specified dimension. Other dimensions of memorials may have a tolerance of 1" over or 1/2" under the specified dimension.

Rule 6.37: PRIVATE MAUSOLEUMS.

a. Mausoleums or tombs, either wholly or partially above ground shall be constructed only in lots so designed by the Company and shall be built of first grade material similar in all respects to stone used in other memorials within the Park. 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 Park in which they are located and do not interfere with or obstruct adjacent lots.

b. Plans, specifications and location in the lot shall be subject to the approval of the Company. Specifications shall be available at the offices of the Company upon request. If required, plans shall be submitted to, and approved and recorded by local government authorities.

c. 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 the requirements of the Board of Health.

Rule 6.38: CONTENT OF BRONZE MEMORIALS.

a. All memorials made of bronze shall contain not less than 80% copper, not less than 8.4% tin, not more than 7.5% zinc, not more than 3.1% lead and not more than 1% impurities; provided that the zinc content shall, in every case, be less than the tin content.

b. 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 sulphide finishes or painted or pigmented lacquer finishes will be permitted.

(3) Each memorial shall be cast with integral bosses on the back in locations specified by Company. 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 to Company with the memorial.

(4) All owners, or anyone duly authorized to act for or in behalf of an owner, before requesting any memorial installation must secure from Company written approval of design, size and lettering style.

Rule 6.39: MONUMENT DEALERS TO SUPPLY AFFIDAVIT OF ALLOY.

Any monument dealer selling any bronze memorials shall furnish to the Company 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 these Rules and Regulations. A blanket affidavit supplied by a 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 Company in the event that any memorial manufactured by him for installation in the Park fail to meet such requirements.

Rule 6.40: WEIGHT, THICKNESS AND QUALITY.

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.

Rule 6.41: MAINTENANCE OF APPEARANCE OF MEMORIALS.

All bronze memorials shall be of a color compatible with the majority of the memorials placed in the Park provided that Company may require bronze memorials of a uniform size and/or color or that granite bases or other bases of a uniform size and/or color shall be used for all the memorials in a particular section.

Rule 6.42: MEMORIAL SERVICE CONTRACTORS (SETTING OR ENGRAVING MONUMENTS OR MEMORIALS).

Each monument dealer, stone setter, sand blaster and stone engraver and their agents and other person who sets or engraves monuments or memorials on the grounds of Park must meet the following criteria before any work can be performed:

a. A monument dealer, stone setter, sand blaster or stone engraver or other person, firm or corporation in order to perform services in connection with setting or engraving monuments or memorials on the grounds of Park (Memorial Service Contractor), must obtain a working certificate by submitting, in writing, on a form supplied by Park, a resume stating its or his qualifications and previous experience in this field of work. The Memorial Service Contractor must demonstrate it has personnel who will actually perform the work or directly supervise its performance, who have at least two years' experience in this field within the preceding five years and show proof that the Memorial Service Contractor has the necessary equipment to carry out the work to be performed.

The proof must be received by Park one month prior to the Memorial Service Contractor first performing any work in order to give Park the opportunity to check the Memorial Service Contractor's credentials and shall thereafter be valid for one year unless no work is performed for six consecutive months or the qualified personnel shown on such application are no longer performing such work or supervising such performance in which event new application shall be made. The Company reserves the right to deny anyone the privilege of a working certificate if the above mention criteria are not met. A working certificate is valid for one year or until revoked. A charge may be made for such working certificate. The working certificate may be revoked at any time by the Company for failure to comply with these rules if Memorial Service Contractor's activities in any other cemetery are (in the Company's opinion) dangerous or inconsistent with proper respect to Park or plot owner.

b. A Memorial Service Contractor must carry insurance as follows: The applicant will submit an insurance certificate from a reputable insurance company licensed to do business in the state in which the work is to be performed. The certificate must specify the Park as named insured.

Coverage:

- (i) General liability operations
- (ii) Products - completed operations
- (iii) Auto

Minimum limits - \$ 500,000 Personal Injury
\$ 250,000 Property Damage

The certificate of insurance is to cover the full term of this work certificate.

c. The applicant will submit proper proof that all employees are protected by Worker's Compensation coverage as imposed by the state in which the work is to be performed and that all premiums are paid and coverage extends past the life of the work certificate.

d. The Memorial Service Contractor must notify the Park office during normal business hours at the time of his arrival at the Park.

e. The manager or superintendent or his designee will show the Memorial Service Contractor the path from the roadside the garden or section to be used and a storage area for supplies and equipment. No other path may be used without further approval of the manager or superintendent. No equipment, supplies, etc. are to be placed or stored in any other location not approved by the manager or superintendent.

f. The use of planking or plywood to cross other graves or lots to obtain access to the site is required if the superintendent or manager deems it necessary. The method and material to be used must be approved by the superintendent. There is to be sufficient supply of planking or plywood so that the least possible damage can occur.

The planking is to be removed immediately upon completion of work and at no time may it remain in place overnight.

g. All of the work to be performed must not hinder normal Park operations and in all cases the Park crew will take preference. Any delay caused by a Memorial Service Contractor will be charged according to the length of time delayed and a schedule will be posted. No work may be performed during a funeral service being conducted in the area and the superintendent or manager shall specify when work must stop and when it may recommence.

h. The Memorial Service Contractor is responsible for all damage caused by his work.

**Rule 6.43: MEMORIAL SERVICE CONTRACTOR.
(CONSTRUCTION OF FOUNDATION)**

Each monument dealer, stone setter, sand blaster or stone engraver or other person, firm or corporation in order to perform services in connection with construction of a foundation for a monument or memorial (Construction Memorial Service Contractor), must obtain a working certificate by submitting, in writing, on a form supplied by Park, a resume stating it or his qualifications and previous experience in this field of work. The Construction Memorial Service Contractor must demonstrate it has personnel who will actually perform the work or directly supervise its performance who have at least two years experience in this field within the preceding five years and show proof that the Construction Memorial Service Contractor has the necessary equipment to carry out the work to be performed. The proof must be received by Park one month prior to the Construction Memorial Service Contractor first performing any work in order to give Park the opportunity to check the Construction Memorial Service Contractor's credentials and shall thereafter be valid one year unless no work is performed for six consecutive months or the qualified personnel shown on such application are no longer performing such work or supervising such performance in which event new application shall be made. The Company reserves the right to deny anyone the privilege of a working certificate if the above mentioned criteria are not met. A working certificate is valid one year or until revoked. No charge shall be made for such working certificate. The certificate may be revoked at any time by the Company for failure to comply with these rules or if Construction Memorial Service Contractor's activities in any other cemetery are (in the Company's opinion) dangerous or inconsistent with proper respect to Park or plot owner. Only one working certificate is required pursuant to this rule and Rule 6.42 above provided that the application discloses that the qualifications with respect to all types of work to be performed.

b. The prerequisites for certification are as follows:

(1) Insurance

The applicant will submit an insurance certificate from a reputable insurance company licensed to do business in the state in which the work is to be performed. The certificate must specify the Park as a named insured.

Coverage:

- (i) General liability covering operations
- (ii) Products - completed operations
- (iii) Auto
- (iv) Worker's Compensation

Minimum limits - \$ 500,000 - Personal Injury
250,000 - Property Damage

The certificate of insurance is to cover the full term of this work certificate.

(2) The applicant will submit proper proof that all employees are protected by Worker's Compensation coverage as imposed by the State in which the work is to be performed and that all premiums are paid and coverage extends past the life of the work certificate.

(3) Bond

An annual performance bond is to be posted naming the Park beneficiary of the bond. The term of the bond is to extend one year past the year for which the work certificate is issued.

The amount of the bond is determined by the estimated amount of business to be performed by the applicant in any one calendar year (based upon estimated number of services using prior year figures or estimates supplied by the Construction Memorial Service Contractor and using Company's charges for the types of work to be done). The following schedule is to be used in determining the amount of the bond:

<u>Business to be performed during calendar year</u>	<u>Bond</u>
\$ 0 - \$ 8,000	\$ 10,000
\$ 8,001 - \$ 15,000	\$ 20,000
\$ 15,001 - \$ 20,000	\$ 25,000
\$ 20,001 - \$ 50,000	\$ 60,000
\$ 50,001 - \$ 100,000	\$ 125,000

The bond is to be issued by a reputable company and the Company reserves the right to reasonably reject any bonding company or the form in which the bond is issued. The size of the bond must be increased to the proper level prior to performing the work if the work to be performed together with the prior work during such year exceeds the required bond level.

In lieu of a bond, a Construction Memorial Service Contractor who desires to construct foundations for a monument or a memorial may deposit in escrow an amount equal to the bond requirement with a local bank or trust company under an agreement providing that the amount so deposited shall be surety for the performance of the work in the same manner as a performance bond. In such event, the Construction Memorial Service Contractor shall be entitled to receive all interest earned on said account.

c. The Construction Memorial Service Contractor must notify the Park office during normal business hours at least 5 business days prior to the day he wants to install a foundation or memorial to arrange for a daily work permit. A daily work permit will be required to enable the manager or superintendent to organize his work so as to minimize any delay for the Construction Memorial Service Contractor.

d. The issuance of the daily work permit may be delayed by the superintendent for up to 5 working days and further if weather requires, in order to coordinate the superintendent or manager's workload. At or prior to such notification the Construction Memorial Service Contractor must supply a complete description of the foundation to be constructed or other work to be done and Company may establish a form to be filled out in connection with such notification. An authorization form (in the form provided by Park) signed by the lot owner and person authorizing the construction of the foundation or other work shall be delivered to Park. Such authorization form shall contain an agreement by the lot owner to hold the Park harmless in conjunction with any representation made by or work performed by any Construction Memorial Service Contractor or his agents.

Rule 6.44: FOUNDATION FOR UPRIGHT MONUMENT.

a. The manager or superintendent will verify the location given on the foundation order with the Park's records and will designate and mark out the exact location of the foundation to be built. The manager or superintendent will define the tolerances as determined by the foundation order and these rules.

b. The manager or superintendent will issue a daily work permit for the necessary work to begin. No work of any kind is permitted until this permit is given.

c. The manager or superintendent will show the Construction Memorial Service Contractor the path from the roadside across the garden or section to be used and a storage area for supplies and equipment. No other path may be used without further approval of the manager or superintendent. No equipment, supplies, etc. are to be placed or stored in any other location not approved by the manager or superintendent.

d. The use of planking or plywood to cross other graves or lots to obtain access to the site is required if the superintendent or manager deems it necessary. The method and material to be used must be approved by the superintendent.

There is to be sufficient supply of planking or plywood so that the least possible damage can occur. The planking is to be removed immediately upon completion of work and at no time may it remain in place overnight.

e. All of the work to be performed must not hinder normal Park operations and in all cases the Park crew will take preference. Any delay caused by a Construction Memorial Service Contractor will be charged according to the length of time delayed and a schedule will be posted. No work may be performed during a funeral service being conducted in the area and the superintendent or manager shall specify when work must stop and when it may recommence.

f. Foundation excavation for a single monument is to be performed in a clean, neat and workmanlike manner. The excavation is to be rectangular in shape holding the tolerances specified by the superintendent or manager. All excavating material must be removed from site immediately. The excavation is to be dug to a level even with the top of the outer case. The side walls of the foundation must be straight down regardless of the angle of the surface. The bottom must have the same dimension as the top. If this cannot be done, then the excavation is to be expanded for forming but at no time may it be expanded in excess of 6" in any direction. The excavation must be inspected by the superintendent or manager before any concrete can be poured. If the foundation is not being dug over the outer box, the excavation must be carried a minimum of 36" deep unless the superintendent or manager requires it deeper because of frost conditions or because of the terrain. The Construction Memorial Service Contractor will follow the superintendent's or manager's directions at all times.

g. The excavation for double monuments is to be carried out in the same manner as that of a single foundation except in the event that one half the foundation is over an outer case and the other one half is over virgin soil. The one half over soil is to be dug 4" deep and an expansion joint is to be placed as a barrier between the two sections prior to pouring concrete. This will permit easier excavation of the second grave. The Construction Memorial Service Contractor shall deposit an amount equal to fifty (50) percent of the then existing Company charge in escrow, or otherwise satisfy Company of its ability to fulfill its duties hereunder, to be released at such time as burial is made in the remaining grave and the Construction Memorial Service Contractor shall at such time complete the construction of the double foundation. The Construction Memorial Service Contractor shall receive all interest earned on all such accounts (unless such Construction Memorial Service Contractor shall default on any obligation hereunder).

h. The concrete is to be a minimum of 3,000 pounds P.S.I. according to standard testing. The concrete is to be poured continuously to a level even with the lowest side of the existing grade unless directed differently by the superintendent or manager. The top of the foundation is to be sealed with either a wooden or metal float.

i. No foundation excavation may remain open overnight unless properly covered with plywood or other materials approved by the manager or superintendent.

j. All foundations over 4' in length must be reinforced with steel reinforcements, a plan for which will be given when the original foundation order is placed. The superintendent or manager may require modifications in the reinforcing plan.

k. The entire area around the foundation is to be left clean and free of all debris. The Construction Memorial Service Contractor is responsible for all damage caused by his work.

l. No precast concrete or cinder blocks will be permitted in any foundation without permission of Superintendent or Manager.

Rule 6.45: SINGLE AND DOUBLE GRAVE MARKERS.

Except where double depth burials are permitted, and excluding footmarkers, only one grave memorial will be permitted on one grave space. No more than one family name will be permitted on any memorial, unless approved, in writing, by the plot owner. All memorials shall be set on uniform lines as prescribed by Company, to conform to the general plan of the Park. No upright monuments will be permitted on a single grave space except in designated areas, if any.

Rule 6.46: URNS OR VASES.

Urns or vases which are part of a bronze marker must be made of bronze of quality equivalent to the marker or other material approved by Company, and must be capable of being set flush with the ground grade level at the site.

Rule 6.47: SEPARATE URNS OR VASES.

The Company will permit only the use of separate urns or vases of quality equal to those offered by Company. They shall be contained in their own receptacle when not in use and the base of which shall be granite or concrete.

Rule 6.48: INSTALLATION OF BRONZE MARKER FOUNDATIONS.

All bronze markers shall be installed on a rectangular granite or if permitted a reinforced precast concrete base. Granite bases shall be of the same quality as that of upright monuments. A reinforced precast concrete foundation must meet the same dimensions as those of a granite base. All concrete foundations must be made from 5,000 P.S.I. concrete under normal testing standards and the reinforcing diagram must be submitted to Company for approval before installation. The height of the bronze marker when set shall be 1/2" below the ground grade level at the site.

Rule 6.49: GRANITE MEMORIAL BASE SPECIFICATIONS.

a. Granite must be 4" wider and 4" longer, minimum, than the bronze plaque providing a granite border of 2" minimum on all sides of the bronze plaque.

b. Base must be good sound durable stock and shall be free from sap and components which cause rust stains, or seams, or any imperfection.

c. Base must have sawed bottoms and shall be fabricated from sawed granite slabs.

d. Top surface must be polished.

e. Thickness must be uniform throughout and shall not be less than 3" nor more than 6" in thickness. If granite length exceeds 48", the thickness must be a minimum of 4".

f. 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 1/2" or below 3" are not acceptable.

g. Vase holes must be adequate in size and preparation to receive the vase receptacle.

h. All sharp outside edges must be lined or slightly beveled (not less than 1/8" bevel nor more than 1/4" bevel), or slightly rounded to prevent chipping.

i. 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.

j. Granite bases which are cracked, chipped, broken or in any other damaged condition at installation must be replaced by the supplier.

Rule 6.50: BRONZE MANUFACTURER MUST BE APPROVED.

If Company shall believe for any reason that a marker or memorial which is offered by the owner for installation in the Park is constructed of any alloy which is inferior to the minimum requirements stated above, Company 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 Company was cast.

Rule 6.51: VETERANS MEMORIALS.

Rule 6.38 shall not apply to memorials for Veterans furnished by the Federal or State Government.

Rule 6.52: MEDALLIONS.

The use of porcelain, plastic, glass or other breakable material in the form of medallions, or otherwise, on or as a part of any memorial is prohibited.

Rule 6.53: CHARGES REASONABLE AND UNIFORMS.

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.

Rule 6.54: SINGLE UPRIGHT MONUMENTS.

Single upright monuments shall only be permitted in those certain sections, if any, so designated by the Company. The Company may restrict single upright monuments to certain designated rows or lots in these monument sections.

Rule 6.55: DAMAGED MEMORIALS.

The Company 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, an 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."

CARE

Rule 7.01: CARE DEFINED.

Care includes filling in sunken graves with fresh top soil, seeding, cutting the grass and trimming around the memorial. Such care is, of course subject to weather conditions and other factors beyond the control of the Company. The term includes the maintenance of roadways and the equipment and buildings of the Company in accordance with the laws of this state. The Company's obligation for care shall, at all times, be limited to the income from the funds deposited with it. If the term "Perpetual Care" is used, such term shall mean "Care" as defined in these rules and regulations.

Rule 7.02: CARE EXCEPTIONS.

The term "Care" shall not be construed as meaning the maintenance, repair or replacement of any gravestones or monumental structures or memorials placed or erected upon plots; nor the planting of flowers or ornamental plants; nor the maintenance of doing any special or unusual work in the Park or mausoleums; nor does it mean the repair or reconstruction of any marble, granite, bronze, or concrete work on any section or plot, or any portion or portions thereof in the Park or any mausoleum or other buildings or structures, caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by order of any military or civil authority, whether the damage be collateral or direct, other than as herein provided.

Rule 7.03: SPECIAL CARE AND PERPETUAL MAINTENANCE OF PLANTING OR MEMORIALS.

Any person may establish a trust fund in an amount determined by Company for the care and maintenance of plantings or memorials on a plot. Only the income from the fund so created may be used for such purposes; and in the event that the income is inadequate to provide the level of care of plantings, Company may, in its discretion, reduce the scope or change the type of care of plantings or may plant in alternate years to the extent that the income permits. Company shall not be required to expend more than the income of the funds for the purposes so provided. Perpetual maintenance of plantings as provided in this section may also be included within the sales prices of a particular lot or lots; and in such event, the portion of the price devoted to the plantings shall be the amount used in determining the level of maintenance to be granted.

PLANTINGS

Rule 8.01: PLANTINGS.

Plantings may only be made in those sections of the Park, if any so designated by the Company. All plantings in the Park may be placed only by the Company and any plantings placed by others may be removed by the Company at any time without any liability therefor. Plantings may be removed by Company as provided in Section 4.01 and 4.02 hereof.

Rule 8.02: PERMIT FOR PLANTING.

A permit shall be secured in advance from Company for all plantings and in the event no permit is issued, Company shall have the right to enter the plot and remove the plantings so made and make a charge therefor against the plot owner. Each permit shall show type of plant and location. Only plants of a type approved by Company may be used. All permits shall be in writing.

Rule 8.03: SHRUBS.

In those sections where permitted, if any, Company will permit one upright shrub of a size and type approved by Company on each side of an upright monument, placed on a plot containing two graves or more. Any person desiring to plant such shrubs must first obtain a permit from Company and deposit with Company an additional amount for special care of such shrubs. Permit shall show type and size of shrubs. In the event no permit is issued, Company shall have the right to enter the plot and remove the plantings so made and make a charge therefor against the plot owner.

Rule 8.04: CUT FLOWERS.

Cut flowers may be placed in permitted receptacles and remain during such time as they are not wilted. At the end of such time, all such flowers must be removed promptly and Company shall have the right to remove them if the plot owner fails to do so. The Company's complete flower policy shall be posted in the administrative office.

Rule 8.05: WINTER GRAVE DECORATIONS.

Since certain types of winter grave decorations create damage to the sod or result in additional expense as result of the nature of their construction, any winter grave decorations which are not installed by Company and which result in any damage or extra expense to Company are subject to a charge for such damage or cost in accordance with the schedules posted in Company's office. All winter grave decorations may be placed only at such times and in such locations on the graves as Company may permit and all grave decorations must be removed no later than the date specified by Company and if not so removed, Company may remove them without any liability therefor.

CREMATION (IF AVAILABLE)

Rule 9.01: CREMATION ARRANGEMENTS.

All bodies delivered for cremation must be completely enclosed in a casket or other container acceptable to the Company. The Company reserves, and shall have, the right to remove the top of metal caskets, all handles and any other accessories from the casket before cremation. Any such casket tops, handles or accessories removed from the casket shall not be taken from the Park, but shall be properly destroyed.

Rule 9.02: PERMITS REQUIRED.

No cremation shall take place until all required legal permits and such further authorizations as the Company may require have been presented to the Company. These shall include a cremation permit signed by a medical examiner, an authorization permit signed by the next of kin of the deceased and a statement that any pacemaker or other object capable of exploding or otherwise causing unexpected damages has been removed from the body.

Rule 9.03: NOT RESPONSIBLE FOR IDENTITY.

The Company shall not be responsible for the identity of the person delivered for cremation, nor shall the Company be liable for the authenticity of any legal permit or authorization permit to cremate.

Rule 9.04: CREMATIONS PRIVATE.

Cremations shall be strictly private. No one except the immediate family members or their legal representative shall be present without permission from the Company.

Rule 9.05: SCATTERING CREMATED REMAINS.

The scattering of cremated remains shall be performed only in designated sections of the park, if any, and only upon written approval from the Company and subject to the payment of all applicable charges and fees.

Rule 9.06: CREMATION CONTAINERS.

All cremated remains are to be received in an urn or other container acceptable to the cemetery standards. Only cremains designated for scattering will be accepted in a cardboard box and the cemetery shall be responsible for proper disposal of said box.

COMMUNITY MAUSOLEUMS

Rule 10.01: EMBALMING REQUIRED.

No entombments shall be made in any mausoleum unless the body of the deceased has been properly embalmed.

Rule 10.02: NO DOUBLE ENTOMBMENTS.

No more than one body shall be entombed in a single mausoleum crypt, nor more than one cremated remains inurned in a single niche. The Company may, at its sole discretion, permit one cremated remains to be inurned along with the remains of one body in a single crypt. Such additional inurement, if permitted shall be subject to the payment of any appropriate charges and fees.

Rule 10.03: LETTERING AND INSCRIPTIONS STANDARDIZED.

For the sake of uniformity, all inscriptions, lettering, name plates, emblems, birth and death dates, and vases, if permitted, shall be installed on the crypt fronts according to such design and standards as approved by the Company.

Rule 10.04: FLOWERS AND CRYPT DECORATIONS.

The Company will permit only certain types of flowers and crypt decorations. The manner in which flowers and crypt decorations may be displayed is restricted. The specific rules and regulations pertaining to mausoleums flowers and crypt decorations are detailed in the Company's flower policy.

MISCELLANEOUS

Rule 11.01: EXEMPTIONS.

Special cases may arise in which the literal enforcement of the rules and regulations may impose unnecessary hardship. The Company, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of the rules and regulations when, in its judgement, such action appears advisable. Temporary exception, suspension or modification shall in no way be construed as affecting the general application of the rules and regulations.

Rule 11.02: AMENDMENTS.

The Company may and hereby expressly reserves the right, at any time or times, with or without notice, adopt new rules and regulations or amend, alter or repeal any rule, regulation, article, section, paragraph or sentence in these Rules and Regulations. A copy of the Rules and Regulations, and any amendments or supplements thereto shall be made available to any interested party upon request at the Park's office.

Rule 11.03: INTERPRETATION.

In the event of a misunderstanding or dispute involving the meaning of any of these Rules and Regulations, the interpretation by the Company shall be final.

