

RULES AND REGULATIONS  
OF  
ROCK ISLAND MEMORIAL PARK CEMETERY & MAUSOLEUM  
(REVERSIONARY OWNER)

For the mutual protection of every lot purchaser in the Cemetery, The Reversionary Owner, hereby adopts the following rules and regulations. All property owners and persons within the cemetery, and all interment rights sold, shall be subject to said rules and regulations, adopted by Reversionary Owner from time to time, and the reference to these rules and regulations in the contract, deed, or certificate of ownership to lots shall have the same force and effect as if set forth in full therein.

These rules and regulations are designed for the protection of the Reversionary Owner and the collective owners of burial rights. They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect the Cemetery create and preserve its beauty. These rules and regulations are hereby adopted as the rules and regulations of the Reversionary Owner and all owners of burial rights, visitors and contractors performing work within the cemetery, shall be subject to said rules and regulations, such amendments or alterations shall be adopted from time to time. The Reversionary Owner has entire charge of the cemetery and is authorized to enforce all rules and regulations as adopted.

The rules and regulations shall be on file in the cemetery office, and copies shall be made available to interested parties on written request, and payment of administrative fees associated therewith.

**DEFINITIONS**

- A. **“Box”** means a grave liner or permanent outside container, consisting of one piece box, and one piece lid which is not sealed.
- B. **“Burial”** or **“Buried”** means the act or result of interment, entombment or inurnment.
- C. **“Cemetery”** means the burial park, for earth interments: the lawn crypts and community mausoleum, individual mausoleum, for crypt or vault interments; and crematory and columbarium, or individual niches for cinerary interments.
- D. **“Cremation”** means the technical heating process that reduces human remains to bone fragments, which occurs through heat and evaporation.
- E. **“Crypt”** means a space in a mausoleum or in the ground where lawn crypts are placed of sufficient size used, or intended to be used, to entomb cremated or embalmed remains.
- F. **“Entombment”** means the disposition of human or animal remains in a lawn crypt.

- G. **“Entombment Right”** means the right to place individual human remains or individual cremated human remains in a specific mausoleum crypt or lawn crypt selected by the consumer for use as a final resting place.
- H. **“Grave”** means a space of ground in a burial park used, or intended to be used, for burial.
- I. **“Imputed Value”** means the retail price of comparable rights within the same or similar area of the cemetery.
- J. **“Interment”** means the disposition of human or animal remains by earth burial, entombment, or cremation and inurnment.
- K. **“Interment Right”** means the right to place individual human remains or cremated remains in a specific underground location selected by the consumer for use as a final resting place.
- L. **“Inurnment”** means placing cremated human or animal remains in a urn and placing in a niche, or in the ground.
- M. **“Inurnment Right”** means the right to place individual cremated human remains in a specific niche selected by the consumer for use as a final resting place.
- N. **“Lawn Crypt”** means a permanent underground crypt usually constructed of reinforced concrete or similar material installed in multiple units for the entombment of human remains.
- O. **“Lot”** means same as Plot.
- P. **“Management”** means the Reversionary Owner and designated representatives of the Reversionary Owner.
- Q. **“Marker”** means a memorial of granite and/or bronze and or bronze on granite placed level with the grade.
- R. **“Mausoleum Crypt”** means a space in a mausoleum used or intended to be used above or under ground, to entomb human remains.
- S. **“Memorial”** means a marker, monument, vase, crypt or niche name plate for the purpose of identification or in memory of the interred.
- T. **“Monument”** means a memorial of granite that extends above the surface of the lawn and has a base and die.
- U. **“Niche”** means a space in a columbarium used, or intended to be used, for inurnment of cremated remain.
- V. **“Plot”** means space in the cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one, or more than one, adjoining grave and or space, one or more than one adjoining crypt or one or more than one adjoining niche.
- W. **“Reversionary Owner”** means the Rock Island Memorial Park Cemetery and Mausoleum (cemetery).
- X. **“Space”** means the space on a lot for the interment of one human remains.
- Y. **“Vault”** means a permanent outside container of grade better than a two piece box, which is sealed.

## **GENERAL SUPERVISION OF CEMETERY**

### **ADMISSION TO CEMETERY**

The cemetery is a private cemetery, and the management reserves the right to compel all persons coming into the cemetery to present proper identification to the superintendent for examination; also all machines may be compelled to be brought to a full stop at the entrance; and further, the management reserves the right to refuse admission to anyone not a lot owner or relative of a person buried in the cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interest of the cemetery.

### **CASKET NOT TO BE OPENED OR BODY TOUCHED WITHOUT CONSENT**

Once the committal service is completed and the casket is placed in the receiving vault or other space, no person shall open the casket or touch the body without the consent of the legal representative of the deceased or an order of a court of competent jurisdiction; provided the management may take appropriate steps to correct any obnoxious or improper condition.

### **CEMETERY MANAGEMENT IN CHARGE OF FUNERAL**

All funerals, on reaching the cemetery, shall be under the supervision of the management. The management is hereby empowered to enforce all Rules and Regulations and to exclude from the cemetery any person violating the same. The management and its assistants shall have charge of the ground and buildings and at all times shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, lot owners, licensees, and invitees.

### **RECORDS OF CEMETERY CONFIDENTIAL**

The files, papers, documents, reports, ledgers, maps, lot cards, correspondence, and other written records maintained by the Reversionary Owner are the sole and exclusive property of the Reversionary Owner. Information contained therein is for the exclusive use of management, and shall not be disclosed without the written consent of management. Such information shall be deemed confidential and shall not be disclosed except by the consent of management or upon order of a court of competent jurisdiction. Record requests may be subject to an administrative fee which may be changed from time to time by management.

## **BURIALS AND REMOVALS**

### **AUTHORIZATION REQUIRED**

The management reserves the right to refuse interment or removal, except on written application by the legal representatives or proper authorities made out on blanks provided by or approved by the management and duly filed in the office of the cemetery.

No cremation or interment shall be permitted nor shall a body be received unless the proper authorization is furnished prior to disposition.

### **BURIAL OF MORE THAN ONE BODY**

Not more than two bodies, or the remains of more than two bodies, shall be buried in one grave, vault, crypt. Columbarium cabinets on grave space may contain as many cremated remains as the cabinet is designed to handle. Proper identification shall be made of such burial on one regulation crypt, niche, memorial or marker. Remains can be commingled in a single container. However a second interment charge will be made. (No pet remains may be interred with human remains.).

### **BURIAL – NOT PERMITTED UNLESS PROPERTY PAID FOR**

No burial, interment, entombment or inurnment shall be permitted or memorial placed in or on any property until space, crypt or niche is paid for except by special consent of the management in writing in each and every case, and, in the event such consent is given, any and all interments or memorials placed in or on said property shall be considered as an encroachment, and a note shall not be considered as payment and no rights shall be acquired by the lot purchaser of said property until such property is fully paid for in cash, including principal and interest; and, in case the purchaser of said property shall fail to meet all payments within thirty (30) days after the same are demanded by the management, then the Reversionary Owner may re-enter said property and hold the same as of its former estate. The management, thereupon, shall be released from all obligations there under, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. The management reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to remove to single graves, to be chosen by the management, each of the remains then interred in said property. The management, further, shall have the right to remove any memorial that may have been placed on said property.

## **CASKET CONTAINER STANDARDS**

Remains for interment shall be delivered to the cemetery in a casket or container composed of rigid material such as wood, fiberglass, plastic or metal and shall be of such construction so as to, (1) assure protection to the health and safety of the cemetery personnel, (2) provide proper covering for the remains and (3) meet moral codes for the respect and dignity of the deceased. A full enclosure "dome" or top piece so constructed that in its closed position it completely shields the remains from view at all time, with a rigid bottom, substantial enough not to bend under the weight of a 450 pound body shall be required. The management reserves the right to make exceptions for special conditions, oversized or overweight deceased persons, children, limbs or pathological tissues and other reasons determined by the management.

## **CASKET DIMENSIONS – MAXIMUM**

Maximum casket dimensions for crypts shall be 25" high, 31-1/2" wide; and 87" in length.

Maximum inside dimensions for lawn crypts are 24" high, 30" wide and 86" in length.

## **CONTAINER INSTALLATION**

No outside container shall be installed without the written authorization from the management. In every case the charges therefore shall be paid in advance or arrangements satisfactory to the management made concerning payment, including but not limited to, any other outstanding charges on that particular lot or space.

The management shall provide for the installation of all outside containers unless other arrangements satisfactory to the management are made. All outside containers to be installed by the management shall be delivered to the installation staging area designated in the cemetery on the business day prior to the service.

Any funeral director (licensee) approved by the management or the agent, servant, or employee or the funeral director may be licensed by the management to enter on any section, lot, or space for the purpose of installation of outside containers. To insure compliance with these Rules and Regulations, the licensee shall obtain written authorization from the management for such purpose.

In addition, the licensee shall provide proof of worker's compensation insurance and products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give written notice to the management in the event the insurance is cancelled by the licensee.

Outside containers shall be installed at such times as the management may permit, dependent upon committal service and the maintenance activities of the cemetery.

Outside containers shall be installed consistent with the specifications shown in Appendix "B".

The licensee shall provide appropriate guarantees and hold harmless agreements to the management to insure that the cemetery grounds are not injured by the installation and to insure that the container was not damaged in installation. Upon completion, the management shall inspect the work done, and shall, if necessary, do whatever necessary to restore the cemetery premises to their condition prior to installation, and shall charge back against said licensee the costs of restoration. Any balance owed by said licensee shall be remitted within (30) days of receipt of the itemized statement.

Outside container installation requires experience and special equipment. No person, firm or corporation, other than recognized and approved licensees or the management shall be permitted to install outside containers in the cemetery.

Any licensee who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is effected.

## **CONTAINER – OUTSIDE**

All burials must be made in a two (2) piece concrete box or vault that is not hinged of type, quality, and construction approved by the management. The use of plastic vaults, wooden boxes and sectional boxes shall not be permitted. All boxes and vaults sold by anyone other than the management shall be placed and serviced with direction of the management or a licensee, which installation shall be supervised by management. However, the management assumes no liability in the placement or handling of such boxes or vaults.

All cremated remains of human bodies, shall be buried with a permanent outside encasement, minimum standard of which shall be a re-coverable. (not a material that will degrade) Inurnment or entombment shall be in a container approved by the management. Short term storage may be permitted as provided in these rules and regulations. Construction shall be such that the container shall resist cracking, puncturing or structural failure as determined by the Reversionary Owner, which decision shall be conclusive on all third party sellers and installers.

Without limiting the generality of the above, the standards below shall apply to all outside containers:

### **A. STRUCTURAL DESIGN AND STRENGTH**

1) The container must test favorably at a strength level sufficient to withstand a static load of 5,000 pounds per square foot, applied to the top surface. Such load may not produce a deflection of more than 1/2" on the top surface, nor more than 3/8" on the side walls.

2) There are no specific standards on weight; however design shall incorporate the necessary structural strength at the minimum achievable weight, and the container shall be

Reasonably impervious to puncturing by back-hoe or other equipment, and shall be of such weight as to avoid buoyancy in the grave space due to air pockets or water.

3) Design contours require that the maximum perimeter dimension be at the bottom of the container so as to preclude any problem of voids in the back-filling of the grave.

## **B. DIMENSIONS**

1) Outside dimensions should not exceed 94" in length and 34" in width for the regular manufacturing standard. Height should provide a 26" inside clearance but limited to the least possible exterior height to achieve this. Unnecessarily high containers require excavation to a greater depth and the potential of increasing the costs of interment to the user.

2) Outer container wall thickness shall be the minimum possible, consonant with the strength requirements previously stated. The outer dimensions of the container are limited to the dimensions stated above, and inner dimensions shall be sufficient to permit use of practically all caskets.

3) Special sizes are necessary from time to time – either to accommodate a very narrow excavation situation, or to accommodate a singularly oversized burial. In these cases all other standards but dimensions shall apply.

## **C. MATERIAL**

1) Material used in the construction of a burial container must be impervious to the destructive action of the natural elements contained in the soil which can range from extreme acidic to extreme alkaline conditions. Accelerated tests, designed to simulate fifty years of earthen burial are acceptable in determining the capacity of various materials to withstand solid conditions. The tests must be conducted by a recognized independent testing laboratory, with a copy of test results provided to reversionary Owner.

2) Approved outer container of reinforced concrete do not require time acceleration tests since long and extensive experience have provided direct operational data. New concrete containers submitted for approval must simply meet the following standards drawn from this experience.

3) Concrete used in outer containers must meet American Concrete Institute standards for reinforced concrete and shall also meet such standards for concrete curing.

4) Plastic or fiberglass materials are not approved within the grave space due to buoyancy from air pockets or water.

## **D. OPERATIONAL REQUIREMENTS**

1) Because of the weight involved, lifting and lowering each unit required strict safety precautions. Outer containers are lifted through various fixed or movable crane devices and secured in this process by use of 3/8" wire cable in a "figure 8" around the side perimeters of the container. To prevent slippage while handling, it is essential that manufacturers of outer containers provide a V-cut 5/8" deep notch on the four edges of the container seven inches below the top.

2) Bell type outer containers, of whatever material, cannot be handled in the above manner and are not approved unless the manufacturer can demonstrate that the method of manufacture will permit the removal of the steel cable from underneath the container after it has been set in the grave, or some comparable and safe procedure that will not result in additional operational costs for handling.

3) Unsealed outer containers require two one inch diameter holes in the container bottom in order that water from condensation or seepage can ultimately be reabsorbed into the ground.

4) Lid handles must allow enough clearance to accommodate lifting hooks one inch in diameter.

5) Plastic or fiberglass container may be used if placed inside a concrete, outside container, and provided further, that maximum outside container dimensions are not violated.

## **E. PROCEDURE FOR APPROVAL**

1) Request for approval of new outer containers should be made in writing to the Reversionary Owner, and should include general information and specifications of the container. Reversionary Owner shall review material submitted and recommend test service facilities, although manufacturers may use any acceptable testing laboratory. Test results must be transmitted to the Reversionary Owner prior to approval. Reversionary Owner, however, reserves the right to test and approve in writing, all containers prior to use.

2) The management shall inspect all containers and report to the Reversionary Owner any problems with an outer container that indicates poor quality or workmanship, requiring consideration that the product be rejected.



## **EMBALMING**

Because of health reasons and the possibility of obnoxious odor, all human remains buried in the mausoleum or in private crypts above ground, or multiple interment containers shall be embalmed prior to interment.

## **EMBALMING – NOT RESPONSIBLE FOR**

The Reversionary Owner shall not be liable for the embalming of the body.

## **ERRORS MAY BE CORRECTED**

The management reserves, and shall have, the right to correct any errors that may be made by it either in making burials or removals, or in the description, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property, of equal value and similar location as far as possible, or as may be selected by the management, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the burial of the remains of any person in such property, the management reserves, and shall have, the right to remove and bury the remains in such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The management shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date, either on the memorial or on the container for cremated remains.

## **HOLIDAYS**

No interments, removals, committal service or any other service shall be permitted on New Years Day, Memorial Day, Thanksgiving Day, or Christmas Day. Other holidays will be handled on a case by case basis with the Family paying the weekend or Sunday fee.

## **IDENTITY**

The management assumes no duty for identity of the remains of the deceased, and can give no assurance that the remains interred or cremated are that of the person shown on the Interment Authorization executed and delivered to the management. The management relies upon the representations of family, funeral director, or others making such statements of identity for interment authorization, burial prints, or death certificates.

## **INDEBTEDNESS – PASS DUE**

Arrangements for the payment of any and all indebtedness due the management or its affiliates must be made before interment shall be made. No merchandise or other services shall be provided or any merchandise installed until all charges due the management or its affiliates are paid.

## **INTERMENTS – DELAYS IN**

The management shall be in no way liable for any delay in the burial of a body where a protest to the burial has been made, or where the rules and regulations have not been complied with, or because of strikes, the elements, an act of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority; and , further, the management reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined. Any protest must be in writing and filed in the office of the cemetery. All bodies placed in receiving vaults shall be embalmed.

## **INTERMENT OF PETS**

No animals shall be interred in the cemetery other than in a special section set aside for such purposes and designated as Pet Section.

## **INTERMENT – RIGHT OF DESCENT**

If no interment is made in an interment lot which has been transferred by deed or certificate of ownership to an individual owner, or if all remains previously interred are lawfully removed, upon the death of the owner, unless he has disposed of the lot either in his will by a specific devise or by a written declaration filed and recorded in the office of the cemetery

Authority, the lot descends to the heirs at law of the owner subject to the rights of interment of the decedent and his surviving spouse provided for in these Rules and Regulations.

## **INTERMENT SPACE – LOCATION**

When instructions from the lot owner regarding the location of an interment space in a lot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the management may, in its discretion, open it in such location in the

plot as it deems best and proper, so as not to delay the funeral; and the management shall not be liable in damages for any error so made.

## **INURNMENT CONTAINER SPECIFICATIONS**

All cremated remains to be inurned in the cemetery shall be placed in a sealed container of a type, quality and construction approved by the management. The use of paper, cardboard, or other similar biodegradable materials shall not be permitted.

## **LAWS**

In addition to being subject to these rules and regulations, all burials and removals are made subject to the orders and laws of the properly constituted authorities of the city, county and state.

## **LIABILITY – NO LIABILITY FOR DAMAGE DURING REMOVAL**

The cemetery shall not be liable for damage to any casket, burial case, or urn occurring during the removal thereof.

## **LOT – MAY OBTAIN LARGER LOT**

A body, or cremated remains, may be removed from its original burial site to a larger or better lot in the cemetery when there has been an exchange or purchase for that purpose. Written consent from surviving spouse and as many relatives as possible, particularly all members of immediate family, shall be obtained. When a single grave has been donated by the Reversionary Owner, the grave space reverts back to the Reversionary Owner.

## **LOT OWNERS – PROPERTY RIGHTS OF**

Only the right to inter is conveyed. The Reversionary Owner retains all other reversionary interest in the space, crypt, or niche conveyed. All interment rights conveyed to individuals are the sole and separate property of the owner named in the instrument of conveyance.

Successors in interest shall be determined as follows: The spouse of an owner of any lot containing more than one interment space has a vested right of interment of his remains in the lot and any person thereafter becoming the spouse of the owner has a vested right of interment of his remains in the lot if more than one interment space is unoccupied at the time the person becomes the spouse of the owner.

No conveyance or other action of the owner without the written consent of joiner of the spouse of the owner divests the spouse of a vested right of interment, except that a final decree of divorce between them terminates the vested right of interment unless otherwise provided in the decree.

In a conveyance to two or more persons as joint tenants, each joint tenant has a vested right of interment in the lot conveyed.

Upon the death of a joint tenant, the title to the lot held in joint tenancy immediately vests in the survivors, subject to the vested right of interment of the remains of the deceased joint tenant.

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

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

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

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

No vested right of interment gives to any person the right to have his remains interred in any interment space in which the remains of any deceased person having a prior vested right of interment 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.

## **NOTICE**

Twenty-four hours notice must be given to the management before any burial. The management is authorized to refuse interment in, or the erection of any memorial work on any lot against which there is an unpaid balance.

No disinterment or removal shall be made except by the management on written request of the person(s) with legal authority to direct the same, or by court order prior to time of removal.

At least one week's notice shall be given prior to any removal. The removal will be made at the convenience of the management.

The management may defer an interment until a more expedient time for any reason.

## **REMOVAL FOR PROFIT PROHIBITED**

Removal, of a body or cremated remains so that a space, lot, crypt, or niche may be sold for profit, or removal contrary to the express or implied wish of the original owner is forbidden.

## **SCATTERING**

Cremated remains will not be scattered.

## **SERVICE CHARGES – PAYMENT OF**

The charges for the cemetery service must be paid at the time of the issuance of the order of burial or removal, unless payment arrangements are made in writing with the management prior to the service.

## **SUBSTITUTION IN THE EVENT OF NON-AVAILABILITY**

The cemetery reserves the right to substitute merchandise of equal generic quality in the event a particular grade of merchandise, brand name, or trade name is no longer available.

## **SUBSTITUTION IN THE EVENT OF PRE-DEVELOPMENT OR PRE-CONSTRUCTION**

If it becomes necessary for a person to use a pre-developed or pre-constructed interment site for interment prior to the completion thereof, the management, at its option, shall have the right to substitute the same number of available sites, to be selected by the legal representatives, anywhere in the cemetery, of a quality equivalent to the standard ground burial, or the remains may be temporarily interred by the management until the pre-developed and pre-constructed site is completed, at which time the remains shall be removed from temporary interment and permanently interred in the contracted site.

## **SUBSTITUTION IN THE EVENT OF SIZE**

Spaces and crypts are laid out, designed, and constructed based upon recognized industry standards. In the event, because of an oversized or overweight deceased person, or because of disfigurement, such human remains cannot be interred within the confines of such standard spaces or crypts, then the management reserves the right to relocate the human remains, and to substitute the interment site and merchandise to accommodate such circumstances.

## **TIME AND CHARGES**

All burials and removals must be made at the time and in the manner and subject to the payment of such charges as fixed by the management. All charges shall be paid at the time of the service, or arrangements satisfactory to the management made for their payment. All burials must be set at the funeral home or church as directed by management. Additional charges shall be made on burials occurring other than at authorized hours and for standard rates.

## **TELEPHONE ORDERS**

The management shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in a lot where interment is desired.

## **WARRANTIES**

No express or implied warranties are given with respect to burial rights conveyed to the owner, including but not limited to, suitability for a particular use, or other qualities of memorials, caskets, outside containers, or crypts. No agent, servant, employee, or representative of the Reversionary Owner has the authority to alter this disclaimer. To the extent that any express or implied warranty may be given or extended by the manufacturer or supplier, then the Reversionary Owner assigns to the Owner any such representations or warranties for the purpose of providing privity with said manufacturer or supplier.

## **CEMETERY MEMORIAL REGULATIONS**

### **CEMETERY – NOT RESPONSIBLE**

The management takes reasonable precaution to protect lot owners, and the property rights of lot owners within the cemetery, from loss or damage; but the cemetery distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, and acts of God, a common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or orders of any military or civil authority, whether the damage be direct or collateral (other than as herein provided).

## **CRAFTSMANSHIP – BRONZE**

Memorials shall be free from scale, sand holes, pits, pinholes and other imperfections which mark the appearance of or impair the usefulness and stability of the finished memorial tablet. All ornaments, letters and background shall be clean and sharp and all edges true and accurate to the standard dimensions defined herein. Ornaments and letters must be hand chased, tooled and burnished appropriately for a memorial tablet.

## **DESIGN AND FINISH**

1. Memorial dealers shall be required to furnish the management for approval a blue print or sketch of the proposed memorial, specifying size, location in lot, inscription, quality of stone and the name of producer furnishing said stone.

2. Management shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind or quality of stone is (in the opinion of the management) unsuited to the lot on which it is to be placed.

3. The management reserves the right to stop all work of any nature, whenever, in its opinion, property preparations therefore have not been made; or when tools and machinery are insufficient or defective; or when work is being executed in such a manner as to threaten life or property; or when the monument dealer has been guilty of misrepresentation; or when any reasonable request on the part of the management is disregarded; or when work is not being executed according to specifications; or when any person employed on the work violates any rule of the cemetery.

4. The completed work is subject to the approval of the management, and, if unsatisfactory, it may be removed.

5. The name or inscription on each marker must correspond with the name and record in the office of the cemetery, and no changes shall be made thereon except upon request of the proper parties and by permission of the cemetery.

6. Duplication of the design of any memorial shall not be permitted in a location sufficiently near to the original that the duplication is readily noticeable.

7. Photographing or memorial shall not be allowed except on signed order of the owner or cemetery official.

8. No memorial showing drill or tool marks, or staining from removal of rubber mat used for sand engraving, shall be considered as first grade workmanship.

9. Dealer's names shall not appear on any marker.

## **ERRORS IN PLACING OF MEMORIALS**

The management reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery.

## **MATERIALS**

All memorials shall be constructed of natural stone from quarries approved by management. No marble or artificial stone of any description shall be permitted.

The use of bronze is approved for doors and window grilles of mausoleums and other mausoleum fixtures, and statuary, vases, also for tablets when attached to monuments or markers of natural stone or to a concrete base of the same size of the bronze tablet provided the bronze has been cast from an alloy containing not less than eighty-seven percent (87%) copper, not less than five percent (5%) tin, not more than two and one-half percent (2 ½%) lead, not more than five percent (5%) zinc, all other elements in total not to exceed one percent (1%), and purchased from an approved dealer. Suppliers shall be required to certify as to the analysis of the bronze and sealant to maintain the manufacturer's bronze color, without patina deterioration, and shall warrant the same for a period of five (5) years. The standard of quality for bronze memorials shall be Bulletin QQ-C-390B of the National Bureau of Standards Bulletins on "Copper Alloy Castings."

## **MEMORIALS**

1. No lot owner shall erect or place, or cause to be erected or placed, on any lot in the cemetery, any memorial until it is first approved by the management, and all charges related to the lot have been paid.
2. Only two (2) markers will be allowed on each grave space.
3. The bottom beds of all bases and markers must be cut level and true.
4. While the cemetery will exercise all possible care to protect raised lettering, carving or ornaments on any memorial, or other structure, or any lot, it disclaims responsibility for any damage or injury thereto.
5. No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any lot; and no walks of brick, chert, cinders, tile, stone, marble, terracotta, sand, cement, gravel or wood shall be allowed on any lot. The management reserves the right to remove the same if so erected, planted and placed.
6. No enclosures of any kind shall be allowed around any lot unless authorized by management.



## MEMORIAL INSTALLATION

All lot owners, their agents, servants, and employees or anyone authorized to act for or in behalf of any owner, shall obtain written approval from the management of the material, design, style and size of memorial. These Rules and Regulations provide the standards for all sections in the cemetery and no deviation there from will be authorized without the written approval of the Reversionary Owner of the cemetery.

Before any work is done on any marker or lot by any person other than management personnel, written authorization shall be obtained from the cemetery office. No memorial shall be installed without the written authorization from the cemetery office. In every case the charges there for shall be paid in advance or arrangements satisfactory to the management are made concerning payment, including, but not limited to, any other outstanding charges on that particular lot, space or crypt.

The management shall provide for the installation of all memorials unless other arrangements satisfactory to the management are made. The management shall charge for installation and care which charges may be changed from time to time by the management. Any recognized monument dealer (licensee) approved by the management, may be licensed by the management to enter on any section, lot or space for the purpose of installation of memorials. To insure compliance with these Rules and Regulations, the licensee shall obtain written authorization from the management for such purpose. In addition to the normal care charges, which shall be paid prior to installation of any marker or monument, an administrative fee, as set by the Reversionary Owner, shall be paid as a condition precedent to installation. Said administrative charge shall be for the purpose of providing and recording information; determining that the marker or monument complies with the standards of material, design, style and size of the memorial as authorized in these Rules and Regulations; to insure that the memorial is installed consistent with the location requirements of these Rules and Regulations, on the right lot, space, or crypt; and to insure that the memorial is not damaged; and to cover the cost of damage to roads arising out of truck use. The administrative and care charges may be changed from time to time by the management.

In addition, the licensee shall provide proof of worker's compensation insurance and products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give written notice to the management in the event the insurance is cancelled by the licensee.

Memorials and their foundations shall be installed at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery. The licensee shall contact the cemetery office at least forty-eight (48) hours prior to installation work to arrange for location and staking. Finally, the licensee shall contact the cemetery office not more than twenty-four (24) hours prior to installation to confirm that no funeral or maintenance activity conflicts with the installation.

Memorials shall be installed consistent with the specifications shown in Appendix "A" to these Rules and Regulations.

The licensee shall provide appropriate guarantees and hold harmless agreements to the management to insure that the cemetery grounds are not injured by the installation, that all excess materials, rubbish, and other waste is cleaned up and removed from the premises, and that the grass, or other ground cover is restored; and to insure that the memorial was not damaged in installation. Upon completion, the management shall inspect the work done, and shall, if necessary, require the work to be corrected. In the event the work is not corrected, the management shall do whatever necessary to correct the work and restore the cemetery premises to their condition prior to installation, and shall charge back against said licensee the costs of correctional restoration. Any balance owed by said licensee shall be remitted within thirty (30) days of receipt of the itemized statement.

In the event a temporary or no foundation is installed on the memorial because of location, future burial, or other consideration as determined by management, then the licensee shall set aside in trust a sum equivalent to the cemetery's installation charge, which trust shall be utilized at the time of installation. Final installation shall occur within thirty (30) days of notice to the licensee. The licensee shall provide proof, annually, on or before January 31<sup>st</sup>, that said future installation trusts are in existence.

Memorial installation is an art and a craft requiring experience and often times special equipment. No person, firm or corporation, other than recognized and approved monument dealers or management shall be permitted to install memorials in the cemetery.

Any licensee who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is effected.

## **MEMORIALS – GRANITE**

The following standard specifications for the placement of granite memorials are subject to the approval of the Association prior to placement, and acceptance or rejection shall be based upon the specifications contained herein.

### **1. SIZES AND DIMENSIONS**

Sizes and dimensions are at the discretion of and subject to the approval of the Association.

### **2. QUALITY**

Granite memorial must consist of good, sound, durable stock and shall be free from seams or any imperfection.

### **3. SAWING REQUIREMENTS**

All memorials must have sawed bottoms.

#### **4. THICKNESS**

All granite memorial markers (not bases) must be of uniform thickness throughout and shall be not less the 3 ½" in thickness.

#### **5. FOUNDATION AND REPLACEMENT**

All granite markers will be set at the discretion of management, and shall be set level with the grade. The work shall be on written order of the lot owner. Markers shall be placed to conform with the Rules and Regulations and design of lot.

#### **6. DESIGN AND LETTERING**

The arrangement, design and lettering of all memorials shall be approved by the management and all such tablets shall be of the quality of workmanship and materials and must be inspected and accepted by the management prior to placement.

#### **7. TOLERANCE IN DIMENSIONS**

Because monumental stone is a natural product, it is difficult to conform, in fabrication to absolute dimensions. Therefore, the thickness of the die unit must have a tolerance of ¼" over or ¼" under the specified dimensions. Other dimensions of memorials may have a tolerance of ½' over or ½' under the specified dimension.

#### **MISCELLANEOUS**

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

In the event a particular grade of stone "brand name" or "trade name" identifying a quality of stone is no longer used, the stone is no longer available, or for any reason such name stone cannot be provided, the management may approve substitution, which approval shall be in writing prior to the delivery of the stone.

No marker shall be removed from the cemetery, except by the management, unless the written order of the owner and permission be granted by management.

No sign or advertising of any description except that placed by the management shall be permitted within the cemetery.

The cemetery shall in no way be liable for any delay in the fulfillment of any contract or obligation, including, but not limited to maintenance, care, memorial work or construction, which may arise from causes beyond its control, and especially from delays caused by the elements, acts of God, common enemy, thieves, vandals, strikes, malicious mischief, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

## **PRODUCERS AND RETAIL DEALERS**

For the protection of all lot owners, the granite, quality, size, finish, color and engraving of all memorials must be approved by the management before any work is commenced. All memorials must conform to the specifications of the particular section where it is to be installed. Any proposed memorial that management proves to be detrimental to the appearance of the section will not be permitted; however, the lot owner will be advised of the necessary changes to be conforming to the regulations. Memorial restrictions of each section are shown on Appendix "A" attached to these Rules and Regulations. Please refer to the appendix for correct size and type of memorial.

## **PRODUCERS AND RETAIL DEALERS**

1. Producers of materials, meaning thereby quarries, quarries who also manufacture memorials, and manufacturers of memorials not quarries, in order to secure the approval of the cemetery must agree to sell only first grade, clear stone for memorial purposes, and must be willing to guarantee that such stone is free from sap or anything which will cause rust stains, that it will not check or crack, and agree that should such faults develop within five years from date of setting, the memorial will be replaced without cost to the cemetery, or lot owner, by such quarrier so manufacturing such memorial, or by the manufacturer thereof who will look to his quarrier for adjustment on material, such adjustment not to delay the replacement of the memorial in the cemetery.

2. Retail dealers to secure approval of the management must agree to use only first grade stone from producers approved as provided in (1) and must guarantee the memorial to be executed in first grade workmanship, with the agreement that should faults develop within five years due to setting, treatment or handling of the same by the memorial dealer, such memorial will be replaced by such memorial dealer without cost to the cemetery or lot owner.

3. Letter cutters, persons or firms who engage in the business of cleaning memorials (not connected with established retail dealers already on the approved list of dealers), and all other persons or firms, must procure a permit from the management before any work in the cemetery is commenced. In order to secure such a permit, it shall be necessary for the person or firm to submit satisfactory evidence of their ability to properly perform the work for which they have been engaged and have order signed by lot owner authorizing lettering.

4. Workmen employed in placing or erecting memorials and other structures, or bringing in materials, shall, as to the cemetery, operate as independent contractors, but must do so under permission from the management, and must be under the general supervision of the management.

5. Persons engaged in erecting memorials, or other structures, are prohibited from attaching ropes to monuments, trees and shrubs, or from scattering their material over adjoining lots, or from blocking avenues or pathways, or from leaving their material on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees and shrubs as possible, and must remove all debris and restore the ground and sod to its original condition.

6. Damage done to lots, walks, drives, trees, shrubs or other property, by dealers or contractors, or their agents, shall be repaired by the management; and the cost of such repair shall be charged to the dealers or contractor, or to his principal.

7. No material, machinery, or other thing for the construction of vaults, memorials or structures, or memorials themselves, may be brought into the cemetery until required for immediate use; or, under any circumstances, when a funeral is in progress; nor between Saturday noon and Monday morning; and no work shall be done during said time; nor shall such material be placed on lots adjoining the one on which such a structure is to be erected without special permission from the manager.

8. Work shall proceed promptly until the erection of the memorial is completed.

9. While a funeral or interment is being conducted nearby, all work of any description shall cease.

10. Approaching the bereaved and soliciting memorial business within the cemetery is not permitted.

11. Memorial dealers shall abide by all rules of the management.

12. Any producer or retail dealer who violates the rules of the cemetery shall be removed from the list of approved producers and retail dealers.

The cemetery will exercise reasonable care to protect raised lettering, carving or ornaments or any memorials, or other structure, on any lot. The cemetery shall not be responsible for any damage or injury thereto.

The management shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind or quality of stone is unsuited to the lot on which it is to be placed, or contrary to the Rules and Regulations.

## **CHANGE IN ADDRESS OF LOT OWNERS**

### **LOT OWNER MUST NOTIFY**

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

## **CHAPEL**

### **MANAGEMENT IN CHARGE OF CHAPEL**

All arrangements for any service in the chapel, including the handling and disposition of flowers, must be under the supervision and control of the management.

## **CONDUCT OF PERSONS WITHIN THE CEMETERY**

### **ADVERTISEMENTS AND NOTICES**

No advertisements, notices, or signs of any kind shall be allowed in the cemetery, unless placed by the management.

### **CEMETERY HOURS – GROUNDS AND OFFICE OPEN**

The cemetery is open from 8:00 a.m. until sunset. The offices shall be open from 9:00 a.m. to 4:00 p.m. Monday through Thursday and 9:00 am to 3:30 on Friday, and such other times as may be authorized by management. Any person found on the grounds after sunset may be considered a trespasser. All persons are reminded that the grounds are devoted to the sacred burial of the dead, and the provisions and penalties of the law, as provided by statutes, will be strictly enforced.

### **CHILDREN**

Children under thirteen (13) years of age may not be permitted within the cemetery, or its buildings, unless accompanied by an adult.

## **CONDUCT**

Boisterous or unseemly conduct shall not be permitted in the cemetery, or in any of the buildings. Walking, jogging, and bicycling are permitted on streets and roads during times the cemetery is open.

## **FIREARMS**

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

## **IMPROPRIETIES**

It is of the utmost importance that there should be strict observance of all of the proprieties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and the management shall have power to prevent improper assemblages.

## **LOITERING PROHIBITED**

No person shall be permitted to loiter in the cemetery, or in any of the buildings.

## **MOTORCYCLES**

No motorcycles may be admitted to the cemetery except such as may be in attendance at funerals or the visiting of graves.

## **PETS**

No pets shall be permitted on the cemetery, except on a leash, in control of the owners. The owners are responsible for the removal of the pets waste. Seeing eye dogs are permitted.

## **REFRESHMENTS**

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

## **RUBBISH**

The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Receptacles for waste material are located at the office.

## **RULES – ENFORCEMENT OF**

The management and such other employees as the Reversionary Owner may designate are hereby empowered to enforce all rules and regulations, and to exclude from the property of the cemetery any person violating the same. The management shall have charge of the ground and buildings, and at all times shall have supervision and control of all persons in the cemetery, including the conduct of funerals, weddings, traffic, employees, lot owners and visitors.

## **SMOKING**

Expectorating or smoking within any of the public areas of the buildings other than office is prohibited.

## **SOLICITING OR PEDDLING**

Soliciting or Peddling the sale of any commodity by third persons is prohibited within the confines of the cemetery. No sign indicating that a lot, vault or other structure is for sale, will be permitted on the grounds without the consent of management.

## **TRESPASSERS ON CEMETERY**

Only the lot owner, relatives and management shall be permitted on the individual cemetery lot. The cemetery is sacred and private property and must not be invaded. Any other person hereon may be considered a trespasser, and treated accordingly. The right is reserved by the management to refuse entrance to any person, to expel from the grounds anyone violating the rules, and to refuse admittance of any material or merchandise.

## **VEHICLES**

Vehicles 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 cemetery roadway. Vehicles are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral. No vehicle, other than cemetery maintenance vehicles, which are designated greater than three-quarter ton truck or a vehicle which has dual or tandem wheels shall be permitted past the installation staging area; provided, oversized



loads may be permitted with written permission of the management. In the event an oversized load is permitted, a road damage fee shall be charged to cover the cost of road damage. The use of accessory vehicles or trailers which may result in road damage, as determined by management, shall not be utilized.

## **WALKWAYS – USE OF**

Persons within the cemetery grounds shall use only the avenues, walks, easements, alleys and roads, and any person injured while walking on the grass or while on any portion of the cemetery other than the avenues, walks, alleys, or roads, shall in no way hold the cemetery liable for any injuries sustained.

## **CONTRACT, DEED AND RULES AND REGULATIONS ONLY AGREEMENT**

### **STATEMENT OF SALES AGENTS**

The contract, deed, and these Rules and Regulations, and any amendments thereto shall be the sole and only agreement between the cemetery and the lot owner. The statements of any sales agent shall in no way bind the Reversionary Owner.

## **CONTROL OF WORK BY CEMETERY**

### **GRAVES – DIGGING**

All lot owners, their agents, servants, and employees or anyone authorized to act for or in behalf of any owner, shall obtain written approval from the management of any proposed grave digging. These Rules and Regulations provide the standards for all sections in the cemetery and no deviation from them will be authorized without the written approval of the Reversionary Owner.

Before any grave digging is done on any lot by any person other than management personnel, written authorization shall be obtained from the cemetery office. No grave shall be dug without the written authorization from the cemetery office. In every case the charges for interment and recording shall be paid in advance or other arrangements satisfactory to the management are made concerning payment, including, but not limited to, any other outstanding charges on that particular lot, space or crypt.

The management shall provide for the digging of all graves unless other arrangements satisfactory to the management are made. The management shall charge for such grave digging which charges may be changed from time to time by the management.

Any recognized grave digger (licensee) approved by the management, may be licensed by

the management to enter on any section, lot or space for the purpose of digging graves. To insure compliance with these Rules and Regulations, the licensee shall obtain written authorization from the management for such purpose. An administrative fee, as set by the Reversionary Owner, shall be paid as a condition precedent to digging. Said administrative charge shall be for the purpose of licensing. The administrative charge may be changed from time to time by the management.

In addition, the licensee shall provide proof of worker's compensation insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give written notice to the management in the event the insurance is cancelled by the licensee.

Graves shall be dug at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery. The licensee shall contact the cemetery office at least forty-eight (24) hours prior to digging to arrange for location and staking. Finally, the licensee shall contact the cemetery office not more than twenty-four (24) hours prior to digging to confirm that no funeral or maintenance activity conflicts with the digging.

Graves shall be dug consistent with the specifications shown in Appendix "C" to these Rules and Regulations.

The licensee shall provide appropriate guarantees and hold harmless agreements to the management to insure that the cemetery grounds are not injured by the digging, that all excess materials, rubbish, and other waste is cleaned up and removed from the premises, and that the grass, or other ground cover is restored. Upon completion, the management shall inspect the work done, and shall, if necessary, require the work to be corrected. In the event the work is not corrected, the management shall do whatever necessary to correct the work and restore the cemetery premises to their condition prior to digging, and shall charge back against said licensee the costs of correctional restoration. Any balance owed by said licensee shall be remitted within thirty (30) days of receipt of the itemized statement.

Grave digging is an art and a craft requiring experience and often times special equipment. No person, firm or corporation, other than recognized and approved grave diggers, or management, shall be permitted to dig graves in the cemetery.

Any licensee who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery ground for digging purposes until compliance is effected

## **MANAGEMENT SHALL CONTROL IMPROVEMENTS**

All improvements or alteration of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the management; and, should they be made without its written consent, the management shall have the right to remove, alter or change such improvements or alterations at the expense of the lot owner, at any time.

The management reserves the right to remove from any lot, anything that it deems unsightly, or which in any way conflicts with the Rules and Regulations, or general beauty of the cemetery. If any tree, shrub, or plant standing upon any lot, by means of its roots, branches or otherwise, is or becomes detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the management shall have the right to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in their judgment seems best, and without any notice to any interested party.

## **WORK TO BE DONE BY CEMETERY**

All grading, landscape work and improvements of any kind, and all care on lots, shall be done and all trees and shrubs and ground cover of any kind shall be planted, trimmed, cut or removed only by the management, provided, the management may, by contract, approve the grounds work being performed by a licensee, which work shall be supervised by the management. All openings and closings, all interments and removals, and every aspect of the disposition of human remains shall be done by the management, exclusively.

Tents, artificial grass, lowering devices, and other equipment owned by the reversionary owner shall be used exclusively in making interments, dis-interments and removals.

## **DECORATIONS**

### **CERTAIN ORNAMENTS PROHIBITED**

The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, glass, wood or iron cases, and similar articles, upon lots shall not be permitted, and, if so placed, may be removed.

### **CERTAIN ORNAMENTS PROHIBITED IN COLUMBARIUM/MAUSOLEUM**

Items of value are not allowed in the niche space.

### **CERTAIN ORNAMENTS PROHIBITED IN GLASS FRONT COLUMBARIUM**

In the event a glass front columbarium is installed, artificial, dyed or preserved flowers, photographs, souvenirs, wreaths, or flags or other emblems, are prohibited in the glass front columbarium. Only memorials made out of glass, china, pewter, porcelain, bronze, silver, gold, brass or wood may be placed in the glass front columbarium subject to approval by the management, provided only one memorial shall be permitted in memory of each person. Placement without consent of management may result in removal of the ornament. Urns shall not be considered a memorial.

## **DECORATIONS SUBJECT TO APPROVAL**

All fittings, adornments, urns, inscriptions and name plates for crypts or niches are subject to the approval and control of the management.

## **FLORAL REGULATIONS**

No flower receptacles may be placed on any space, lot or columbarium, unless approved by the management. Flower receptacles shall be of metal of approved size and design and, in the case of the burial park portion of the cemetery, set wholly beneath the level of the lawn. Such receptacles may be purchased from and placed by the management. Flowers, other than those in permanent approved vases, shall be subject to removal prior to the next mowing during the mowing season, March 1 through October 31. Also, seasonal flowers will be removed. The management shall have authority to removal all floral designs, flowers, weeds, trees, shrubs, plants or ground cover of any king from the cemetery as soon as, in the judgment of the management, such ground cover becomes unsightly, dangerous, detrimental or diseased, or when it does not conform to the standards maintained. The management shall not be responsible for floral pieces, baskets or frames in which or to which such floral pieces are attached. The management shall not be responsible for lost, misplaced or broken flower vases, or for replacement of vases purchased from other sources. The management shall not be responsible for any wreath, spray, floral decorations, plants, herbage, or plantings of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control. The management reserves the right to regulate the method of decorating lots so that a uniform beauty may be maintained. The management reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants, or ground cover of any kind, unless it gives its consent.

## **FLORAL REGULATIONS – BURIAL AND SPECIAL OCCASIONS**

During the mowing and trimming season, March 1<sup>st</sup> through October 31<sup>st</sup>, no ground type decorations are allowed, unless in approved flower receptacles, except at the time of burial and on days of occasion such as Easter, Mother's Day, Father's Day and Memorial Day. On these occasions, ground type decorations consisting of tin, clay, plastic, wood, paper-mache may be placed at the owner's responsibility. They shall be removed not later than the seventh day after the burial or holiday unless sooner removed by management because of unsightly condition.

## **FLORAL REGULATIONS – MOWING SEASON**

Flowers, other than those in approved flower receptacles, shall be subject to removal prior the next mowing during the mowing season, March 1 through October 31. Also, seasonal and unsightly flowers will be removed. Unsightly for these purposes is considered to mean floral decorations that have become faded, discolored, weather damaged, dislodge, and not in season. Each year on March 15<sup>st</sup> and again on October 31<sup>st</sup>, the cemetery is inspected and all unsightly and out of season decorations will be removed and discarded.

## **FLORAL REGULATIONS – NON-MOWING SEASON**

During the non-mowing season, November 1<sup>st</sup> through February 28<sup>th</sup>, the maximum ground type decorations allowed are flowers in approved flower receptacles and wreath. Grave blankets will be allowed November 1<sup>st</sup> through January 31<sup>st</sup>. The above decorations may be placed at the owners responsibility unless removed by management because of unsightly condition and or if unseasonal. Grave blankets may be removed if weather conditions exist, in the judgment of the management, that the grave blankets are detrimental to the grass underneath.

## **NUMBER OF URNS IN NICHE**

Only one memorial urns may be placed in an open-face niche, unless such niche has been purchased with the written agreement that more than one urn may be placed within.

## **PLANTINGS**

No planting of any trees, shrubs, flowers or bulbs will be allowed in the cemetery without the permission of the management, as to the kind and location of such planting. Any placed without permission is subject to removal by management.

In every case the charges therefore shall be paid in advance or arrangements satisfactory to the management made concerning payment, including but not limited to, any other outstanding charges on that particular lot or space.

The management shall provide for the planting of all nursery items unless other arrangements satisfactory to the cemetery are made.

Any certified nursery (licensee) approved by the management or the agent, servant, or employee of the nursery may be licensed by the management to enter on any section, lot or space for the purpose of making plantings. To insure compliance with these Rules and Regulations, the licensee shall obtain written authorization from the management for such purpose.

In addition, the licensee shall provide proof of worker's compensation insurance and

products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give written notice to the management in the event the insurance is cancelled by the licensee.

Plantings shall be made at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery.

Nursery plantings shall be installed consistent with the specifications as shown in Appendix "C".

The licensee shall provide appropriate guarantees and hold harmless agreements to the management to insure that the cemetery grounds and roads are not injured in the process of the planting. Upon completion, the management shall inspect the work done, and shall, if necessary, do whatever necessary to restore the cemetery premises to their condition prior to installation, and shall charge back against said licensee the costs of restoration. Any balance owed by said licensee shall be remitted within thirty (30) days of receipt of the itemized statement. Nursery planting requires experience and often times special equipment. No person, firm or corporation, other than recognized and approved licensees or the personnel of the management shall be permitted to make nursery plantings in the cemetery.

Any licensee who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for nursery purposes until compliance is effected.

## **POTTED FLOWERS**

Plotted flowers are not permitted on graves of any part of a lot at any time, unless placed in a vase approved by the management.

## **REMOVAL OF FLORAL ARRANGEMENTS IN COLUMBARIUM/MAUSOLEUM**

The placement of arrangements (other than in vases provided) such as bouquets, wreaths, plotted plants or baskets may be set on the floor beneath the niche after an entombment or inurnment or on special occasions (Valentine's Day, Easter, Mother's Day, Father's Day, Birthday, Wedding Anniversary, Memorial Day, Thanksgiving Day, and Christmas Day). Such arrangements may be placed not sooner than three days before the special occasion, and shall be removed not later than the seventh day after the occasion, unless sooner removed by management because of unsightly condition.

## **ENDOWMENT AND SPECIAL CARE**

### **CHARITABLE PURPOSE OF ENDOWMENT & SPECIAL CARE FUNDS**

The sums paid in or contributed to the endowment or special care funds are expressly authorized for a charitable and eleemosynary purpose. Such contributions are a provision for the discharge of a duty due from persons contributing to the person or persons interred or to be interred in the cemetery and likewise a provision for the benefit and protection of the public by preserving, beautifying, and keeping the cemetery from becoming unkempt and a place of reproach and desolation in the community. No payment, gift, grant, bequest, or other contribution for such purpose is invalid by reason of any indefiniteness or uncertainty of the persons designated as beneficiaries in the instruments creating the endowment or special care funds, nor are the funds or any contributions to them invalid as violating any law against perpetuities or the suspension of the power of alienation to title to property.

### **DEPOSIT REQUIRED**

A deposit shall be required at the time of placing the remains in the temporary crypt, which deposit shall be sufficient to include fees for opening and closing. Upon failure to make suitable arrangements for the final disposition of the remains within a reasonable time, or upon failure to pay rental, the cemetery may, upon its discretion, remove the body and cremate and/or inter it. After first having mailed a register letter to the last known address of the person who made the placement, stating its intention of making said removal, and retain said deposit as liquidated damages.

### **DEPOSIT REQUIRED – PRIVATE MEMORIAL**

Before any vault, tomb, sarcophagus, or columbarium is erected, the lot owner must deposit in the endowment care fund a sum of money required by law estimated by the management to be sufficient to yield an income for the proper care of such structure.

### **ENDOWMENT CARE OF COLUMBARIUM**

Endowment care is that care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the endowment care fund, and includes the cleaning and sweeping of the building at reasonable intervals; the replacement of broken glass; the keeping of the roof in repair; and proper provision of locks and doors to prevent the entrance of prowlers or undesirable persons. The management may also use a portion of the income from such fund for such general care, maintenance, repairs,

and embellishment as it in its sound discretion shall deem to be for the best interests of the columbarium to the end that the columbarium generally be kept in the best condition possible within the limits of such income.

## **ENDOWMENT CARE – DEPOSIT**

The amount of endowment care for the mausoleum and columbarium shall be not less than the amounts required by law; provided, the Reversionary Owner may by contract require additional endowment care to be paid and deposited in the endowment care fund. Without limiting the generality of the above, the following care charges shall be assessed:

1. For interment rights, 15% of the sale price or imputed value, whichever is the greater, with the minimum of \$25 for each individual interment right.

2. For entombment rights, not less than 10% of the sales price or imputed value, with a minimum of \$25 for each individual entombment right.

3. For inurnment rights, not less than 10% of the sales price or imputed value, with a minimum of \$15 for each individual inurnment right.

4. For any transfer of interment rights, entombment rights, or inurnment rights recorded in the records of the cemetery authority, \$25 for each such right transferred.

5. Upon an interment, entombment, or inurnment in a grave, crypt, or niche in which rights of interment, entombment, or inurnment were originally acquired from a cemetery authority prior to January 1, 1948, \$25 for each such right exercised.

6. For the special care of any lot, grave, crypt, or niche or of a family mausoleum, memorial, marker, or monument, the full amount received.

## **ENDOWMENT CARE EXCEPTIONS**

The term “endowment care” shall not be construed as meaning the maintenance, repair or replacement of any memorials placed or erected upon lots; nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work in the cemetery or in the columbarium; nor does it mean the reconstruction of any marble, granite, bronze or concrete work on any section or lot, or any portion or portions thereof in the cemetery, columbarium or other building 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 direct or collateral.



## **ENDOWMENT CARE – EXPENDITURE LIMITED TO INCOME**

Endowment care and special care, whether applied to lots, columbarium space, or to any space within the confines of the cemetery, shall be limited absolutely to the net income received from the investment of the care funds and no part of the principal shall be expended.

## **ENDOWMENT CARE – FUNDS DEPOSITED WITH OTHERS OF LIKE CHARACTER**

It is understood and agreed between the lot owner and the cemetery that endowment care funds and special care funds may be deposited with others of like character and intent, to the end that the income from such accumulated funds shall be used for care as provided in the Rules and regulations; but in no case shall their deposit be construed as a contract to care for any individual property or space in any way other than as defined in said Rules and Regulations; and the care of the grounds and buildings, and special care, shall be limited to the net income received from the investment of such funds.

## **ENDOWMENT CARE OF LOTS**

Endowment care is that care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the endowment care fund, and includes the planting, cutting watering, and care of lawns, trees and shrubs; the cleaning and upkeep of buildings; and the maintenance of utilities, walls, roadways and walks. The management may also use a portion of the income from such fund for such general care, maintenance, repairs and embellishment as it in its sound discretion shall deem to be for the best interests of the cemetery to the end that the cemetery generally be kept in the best condition possible within the limits of such income.

## **ENDOWMENT CARE AND SPECIAL CARE FUNDS – INVESTMENT OF**

The money received for endowment care and special care shall be held in trust and invested as provided by law. The cemetery reserves the right, however, either to handle all investments itself, or to deposit said funds with any person, company or corporation qualified to act as trustee for such funds.

## **FUTURE CARE**

“Future Care” shall be that portion of a care charge assessed by the cemetery to provide maintenance and care for any encroachments placed in a section of the cemetery, which income shall be utilized in conjunction with the endowed care for the general and specific maintenance of memorials, other structures, trees, and nursery plantings placed in the

cemetery at the request of the lot owner. Future care shall be a form of special care as defined by the Illinois Cemetery Care Act.

## **IMMEDIATE CARE**

“Immediate Care” shall be that portion of a care charge assessed by the cemetery to provide maintenance and care for an encroachment placed on a section in the cemetery, which care funds shall be utilized by the cemetery for the cost of immediate adjustments, settling, reseeding or sodding, and such other maintenance work as may be required of all new encroachments in the cemetery for a five (5) year period after installation.

## **MANAGEMENT TO DIRECT EXPENDITURES**

The net income from the endowment care fund shall be expended in such manner as will be most advantageous to the property owners as a whole, and in accordance with the purposes and provisions of the laws of the state applicable to the expenditure of such funds. The management is hereby given the full power and authority to determine upon what property, for what purpose and in what manner the net income from said fund shall be expended and it shall expend the net income in such a manner as, in its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the cemetery grounds or columbarium. It may also expend the income for attorneys’ fees and other costs necessary to the preservation of the legal rights of the cemetery.

## **MAY INTER IF BODY POORLY PRESERVED**

The management reserves the right, without notice, to remove from its temporary crypts at once and cremate and/or inter any remains not in a good state of preservation, or when the condition of the body renders its interment necessary.

## **RECORD OF PURCHASER**

A permanent record shall be kept by the cemetery showing the name of each lot purchaser.

## **SPECIAL CARE – BY AGREEMENT ONLY**

“Special Care” shall include only those specific services set forth in the Special Care Agreement with the lot owner. It may include the improvement or embellishment of all or any part of the cemetery or any lot in it, the erection, maintenance, removal, repair or preservation of any memorial, the planting and cultivation of flowers, trees, shrubs or plants in and around the cemetery, or any part thereof, and the filling and care of vases, special care of flower beds,

and the placing of floral decorations at date requested, including the special care or ornamenting of any lot, section or building, or any portion thereof, in said cemetery, or any other purpose or use not inconsistent with the purpose of which the cemetery was established or in being maintained.

Special care funds may be invested with and in the same manner as endowment care funds.

## **PROTECTION AGAINST LOSS OR DAMAGE**

### **GUARDS AND NON-RESPONSIBILITY**

The management shall have the right to maintain guards at the cemetery. The management shall have no liability for loss or damage and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, including the loss of human or pet remains under any circumstances.

### **REPAIRS – MANAGEMENT MAY CHARGE FOR UNUSUAL REPAIRS**

In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze or concrete work on any section, lot, or crypt or niche, or any portion or portions thereof in the cemetery or columbarium, which has been damaged by the elements, 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 management shall give a thirty (30) day written notice of the necessity for such repair to the owner of record. The notice shall be given by depositing the same in the United States mail addressed to the lot owner of record at his or her address stated on the books of the cemetery. In the event the lot owner fails to repair the damage within a reasonable time, the management may direct that the repair be made and charge the expense against the lot and the lot owner of record.

## **REGULATIONS RELATED TO PET SECTION**

### **BURIAL OF MORE THAN ONE PET**

Not more than one pet, or the remains of more than one pet, shall be buried in one grave, unless such grave has been purchased with the written agreement that more than one pet, or the remains of more than one pet, may be buried, except by written consent of the management, and provided proper identification is made of such burial on one regulation marker. No remains shall be comingled in a single container.

### **HUMANS – INTERMENT OF**

No humans shall be interred in the pet section.

### **RULES ADOPTED BY REFERENCE**

The general rules and regulations of the cemetery related to humans shall be applicable to the pet section unless otherwise specifically addressed in these pet standards.

## **ROADWAYS AND REPLATTING**

### **NO RIGHTS GRANTED IN ALLEYWAYS**

No easement or right of interment is granted to any lot owner in any road, drive, or alley within the cemetery, but such road, drive, or alley may be used as a means of access to the cemetery or buildings as long as the cemetery devotes it to that purpose.

### **RIGHT TO REPLAT, REGRADE AND USE PROPERTY**

The Reversionary Owner shall have 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 plated, 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 disposal or interment of human dead bodies or other cemetery purposes, together with easements and right of way over the through said premises for, and the right and privilege of installing, maintaining and operating pipeline, conduits or drains for sprinklers, drainage, electric or communication lines, or for any other purposes.

The management shall have the right to use cemetery property not sold to individual lot owners for burial purposes, including the burying and preparing for burial of dead human bodies, or for anything necessary, incidental or convenient thereto. The Reversionary Owner reserves to its management the perpetual right of ingress and egress over the cemetery for the purpose of passage to and from other lots.

## **SUBDIVISION OF LOTS**

### **MAY NOT SUBDIVIDE LOTS**

The subdivision of lots is not allowed, and no one shall be interred in any lot not having any interest therein, except by written consent of all parties interested in such lot and of the management.

## **TRANSFER OR ASSIGNMENTS**

### **INDEBTEDNESS**

The management may refuse to consent to a transfer or an assignment so long as there is any indebtedness due the management or its affiliates from the original lot owner or from anyone else in connection with an interment, purchase of the lot, or for any other reason.

### **LOTS CONVEYED BY INTERMENT RIGHTS**

Lots will be conveyed to the purchaser or purchasers by a Cemetery Interment rights. No interment right for any lot shall be issued nor shall any right of ownership pass to the purchaser or purchasers, until the purchase price is fully paid.

### **RECORDING OF LOTS AND BURIALS**

Complete confidential records of all lot owners and interments will be kept at the Cemetery offices. No person will be recognized as an owner or part owner of a lot unless his or her name appears upon the records of the cemetery as such.

### **TRANSFER AND ASSIGNMENTS**

For the protection of lot owners of the Cemetery, and to prevent unauthorized transfers and interments, the management shall have complete records of the ownership of all lots in the cemetery.

Therefore, the following restrictions are necessary and mandatory concerning sales, transfers and assignment to all lots: No person shall sell, transfer or assign any lot or any interest therein without complying with this Rule, and all sales, assignments and transfers contrary to the terms of this Rules are void and of no effect, and will not be recognized by the management. Any person desiring to sell, transfer or assign any lot, or any interest therein, shall convey, transfer and assign such lot or their interest unto the Cemetery, and the management will, after checking its records or making such other investigation as it may deem necessary, issue to the person or persons to whom the lot owner desires to sell, transfer or convey such lot, or any interest therein, a Transfer Cemetery Interment right or Certificate of Ownership. The management shall make a reasonable charge for its services, which charge must be paid in advance.

## **MODIFICATIONS AND AMENDMENTS**

### **AMENDMENTS**

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

### **EXCEPTIONS AND MODIFICATIONS**

No waiver of any violation of these Rules and Regulations shall operate as a waiver of any subsequent violation of the same rule or regulation or as a waiver of any other rules or regulation, or the violation thereof.

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

### **SEVERABILITY**

If any rule or regulation or part thereof shall be declared invalid, such declaration shall not affect or invalidate the remaining rules and regulations or parts thereof herewith established.

**ADOPTED AND APPROVED BY** the Board of Directors of Rock Island Memorial Park Cemetery & Mausoleum, this 2<sup>nd</sup> day of October, 2012.

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Mark A. Huggins, Secretary

Approved:

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Paul Bowman, President

**RULES AND REGULATIONS**  
**OF**  
**ROCK ISLAND**  
**MEMORIAL PARK CEMETERY**  
**&**  
**MAUSOLEUM**  
**As Approved**  
  
**BY THE**  
**BOARD OF DIRECTORS**



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