

Memorial Park  
Funeral Home and Cemetery  
**Rules and Regulations**

**Memorial Park Cemetery** is organized under the laws of the State of **Georgia** and operates under a Perpetual Charter.

*In order to preserve and maintain uniformity, harmony, and beauty, to provide for stability and against decay and deterioration, to safeguard the sanctity of each lot, grave, or mausoleum space against future inefficient care, the right to make any and all rules, regulations, limitations, and restrictions that it may deem necessary to protect and provide for the future welfare of the gardens, all of which it binds itself to do. For the mutual protection of each lot or crypt owner, these rules and regulations are hereby adopted and all lots, memorials, crypts, merchandise, and services sold shall be subject to said rules and regulations, amendments, additions, or alterations as shall be adopted by this Corporation from time to time: and the reference to these rules and regulations in the deed to lots or crypts shall have the same force and effects as if set forth therein.*

**Section 1:  
Definitions**

**1-a.** The term “Gardens”, “Park”, “Cemetery”, shall be used interchangeable and is hereby defined to include a burial estate for the permanent interment of the human dead, established and maintained by **Memorial Park Cemetery** herein called Cemetery Company or Corporation.

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

**1-c.** The term “ Lot or Plot or Estate Owner” as herein used means any person in whose name a burial lot or burial mausoleum crypt stands of record, as owner, in the office of the Corporation.

**1-d.** The term “interment” shall mean the permanent disposition of the remains of a deceased person by burial or by entombment in the mausoleum or niche.

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

## **Section 2: General Supervision of Gardens**

**2-a.** The Gardens is a private corporation, and reserves the right to refuse admission to any one, other than lot or crypt owners, or their immediate relations; and, to refuse the use of any of the Gardens’ facilities, at any time, to any parson or persons whom the management may deem objectionable to the best interest of the Gardens.

**2-b.** All funerals, on reaching the Gardens, shall be under the charge of the Superintendent or his assistant, or any officer of said Gardens.

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

**2-d.** Any person or Company providing services or merchandise within the boundaries of the Park will do so within the Cemetery guidelines and during normal working hours. Further, the Cemetery must be provided, in advance of any work to be performed, a current Certificate of Insurance for Worker’s Compensation, Automobile Liability, and Comprehensive Liability Insurance, with limits acceptable to the Cemetery Corporation, for any and all work or service to be performed within the Cemetery boundaries.

## **Section 3: Records**

**3-a.** The records showing lot owners and grave locations are in keeping with the most advanced ideas of cemetery management.

**3-b.** The locations of all lots and graves are shown by a plat and a system of recorded measurements from fixed and indestructible land marks. Every reasonable precaution shall be taken, so in future years the exact location of any grave in the Gardens can be definitely achieved.

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

**3-d.** Orders for Interment with proper documentation is required before Cemetery can complete arrangement for any Interment or Entombment.

#### **Section 4: Perpetual Care**

**4-a.** To provide for this fund, amounts set aside in trust in compliance with regulations of the applicable state laws.

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

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

#### **Section 5: Meaning of Perpetual Care**

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

**5-b.** “Special Care” shall include only those specific services set forth in special care agreements with plot owners. It may include the placing of floral decorations at Easter, Memorial Day, Christmas, or at any date requested, or any other purpose or use not inconsistent with the purpose for which the Gardens was established or is being maintained.

**5-c.** Perpetual Care is limited to the amount of work which can be done with the income from the Trust Funds.

#### **Section 6: Lots and Crypts**

**6-a.** Lots and Crypts are sold for immediate and future need only. The Corporation does not recommend or encourage the purchase of space in excess of family requirements.

**6-b.** Terms on lots and crypts sold for immediate use shall be cash. Exceptions will be made if Purchaser will make satisfactory credit arrangements.

**6-c.** Persons desiring to acquire lots or crypts for future need and not wishing to pay all cash at time of purchase, may arrange to purchase on a convenient, monthly payment plan; payments to be made in such amounts and upon such terms, as may be mutually agreed upon.

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

(2) In the event of the cancellation of any "Contract for Purchase" for default on the part of the registered holder, the Corporation shall have the right at any time after any such cancellation shall have become effective, to enter upon the lot or crypts covered by such contract and to remove any body or bodies interred or entombment therein, together with any and all markers placed thereon, to other ground in the Gardens. In any such event, all moneys theretofore paid upon the purchase of such lots or crypt(s) shall be retained by the Corporation as consideration for the right to make interments or entombments in such lot(s) or crypt(s), for the occupancy thereof for the time being, for the perpetual right of interment or entombment in the grounds to which such body or bodies shall be transferred, and to cover the cost of transferring such remains and markers, and there after the holder of such contract shall have no right, title, interest or equity whatsoever in, or to, the lots or crypts so conditionally purchased, or in the lot or crypt to which the body or bodies was removed.

(3) In lieu of the rights reserved by the Corporation in the event of cancellation for default as hereinabove provided, the Corporation, at its option, may permit the body or bodies interred upon such lot(s), or entombed in such crypt(s), to remain therein, in which event, all moneys theretofore paid upon the purchase price of such lot(s) or crypt(s) shall be retained by the Corporation as consideration for the perpetual occupancy by that body or bodies interred or entombed therein, of that portion of such lot(s) or crypt(s) in which it or they shall have been interred or entombed, and thereafter the purchase or registered holder of such contract shall have no right, title, interest, or equity whatsoever, in such lot(s) or crypt(s), or any portion thereof, excepting only the right of having such body or bodies previously interred or entombed to remain perpetually where so interred or entombed as herein provided.

(4) In the event the Corporation shall elect to remove any such body or bodies, as herein provided, the Corporation shall give thirty (30) days written notice by registered mail addressed to the registered holder of such contract at his address as shown by the Corporation's records.

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

### **Section 7: Interments and Disinterments Generally**

**7-a.** Besides being subject to these rules and regulations, all interments, disinterments, and removals are made subject to the orders and laws of the properly constituted authorities of the county and state.

**7-b.** All interments, disinterments, and removals must be made at the time and in the manner designated, and upon such charges as are fixed by the Corporation. Interment and disinterment charges are required at the time of interment and disinterment.

**7-c.** The right is reserved by the Corporation to require at least twenty-four (24) hours notice prior to any interment, and at least seven (7) days prior to any disinterment or removal.

**7-d.** The Corporation reserves the right to refuse interment in any plot and to refuse to open any burial space in any plot, except on written application by the plot owner of record, or his successors in burial rights, made out on blanks provided by the Corporation, and duly filed in the office of the Corporation.

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

**7-f.** The Corporation 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 plot or crypt where interment is desired.

**7-g.** The Corporation 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 description, transfer, or conveyance of any interment property, either by canceling 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 Corporation, or, in the sole discretion of the Corporation, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment or the remains of any person in such property, the Corporation reserves, and shall have, the right to remove and/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

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

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

**7-j.** No interment of any body, or the cremated remains of any body, other than that of a human being shall be permitted in the Gardens.

**7-k.** The number of interments of cremated remains shall not be greater than the number of regular interments permitted on a standard size lot, and shall be spaced accordingly.

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

**7-m.** An outer receptacle, crypt, vault, or other permanent type of Grave Liner is required for caskets and urns buried below ground.

## **Section 8: Disinterments and Removals**

**8-a.** Removal, by the heirs, of a body or cremated remains so that the plot or crypt may be sold for profit to themselves, or removal contrary to the expressed or implied wish of the original plot owner, is repugnant to the ordinary sense of decency and is absolutely forbidden.

**8-b.** A body or cremated remains may be removed from its original plot or crypt to a larger or more suitable plot or crypt in the Gardens when there has been an exchange or purchase for that purpose.

**8-c.** The Corporation shall exercise the utmost care in making removal, but it assumes no liability for damage to any casket, burial case, or urn in making said removal.

**Section 9:  
Service Charge and Delinquent Accounts**

**9-a.** The charges for Gardens service must be paid or provided for prior to any interment, disinterment, or removal.

**9-b.** Payment or satisfactory arrangements covering any delinquent indebtedness, due the Corporation, must be made before interment will be permitted in the lot.

**Section 10:  
Property Rights of Lot Owners**

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

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

- (1) An affidavit of any competent person setting forth the fact of the death of one Lot Owner and establishing the identity of the survivor named in the Certificate of Ownership when filed with the Corporation, shall be its complete authority to permit the use of the unoccupied portion of such plot in accordance with the directions of the survivor or his successor in interest.
- (2) A vested right of interest as in these rules provided may be waived and shall be terminated upon the interment elsewhere of the remains of a person entitled thereto under this provision. No such vested right of interment shall be construed to give to any person the right to have his or her remains interred in an interment space in which the remains of any deceased person having a prior vested right of interment therein shall have been deposited, or to give to any person the right to have the remains of more than one deceased interred in a single interment space in violation of the rules and regulations of the Gardens in which such interment is located. Exception will be made in instances of infants, still born and very small children.

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

- (1) In said family burial plot one grave may be used for the owner's interment, one for the surviving spouse, if any, the parents and children of said deceased owner in order of need, may be interred without the consent of any person claiming any interest therein.
- (2) In the event there shall be no parent or child surviving the deceased person, the right of interment shall go in the order of need; first, to the spouse of any child of said record owner, and second, in the order of need to the next heirs at law of said owner as specified by the statutes of descent, or the spouse of any such heir at law.
- (3) Any surviving spouse and any parent, child, or heir of such deceased owner having a right of interment in such plot may waive such right in favor of any other relative or spouse of such relative of such deceased owner, or spouse of such deceased owner, and upon such waiver the body of the person in whose favor the waiver is made may be interred therein.

**10-d.** If no interment shall have been made in a burial plot, or if all remains of deceased persons previously interred therein shall have been lawfully removed there from, upon the death of the owner, unless such owner shall have disposed of such burial plot in his will by a specific devise thereof, or by a written declaration filed and recorded in the office of the Corporation, the whole of said burial plot subject to the right in interment of the descendant therein shall descend in regular line of succession to the heirs at law of the owner; provided, that one grave shall be reserved to the surviving spouse of the owner. An affidavit by a competent person setting forth the fact of the death of the owner and the name of the person or persons entitled to use such property, in accordance with these rules, shall be complete authority to the Corporation to permit the use of the unoccupied portion of such plot by the person or persons entitled thereto.

**10-e.** When there are several owners of a right of interment in a burial plot, such owners may designate one or more persons to represent said plot and file written notice of such designation with the Corporation; in the absence of such notice or of written objection to its so doing, the Corporation shall not be liable to any owner for interring or permitting therein upon the request or the direction of any registered co-owner of such plot.

**10-f.** All rights on interment or entombment herein conveyed shall be forfeited and conclusively be deemed to have been abandoned by the Purchaser, and any persons claiming through said Purchaser as to any of the grave or crypt spaces herein described,

which shall remain unused ninety-nine (99) years after the date of purchase, and all such rights shall revert to the Corporation of its successors. Provided that if any person or persons having any valid claim to the right of interment in such spaces have within two (2) years prior to the expiration of such ninety-nine (99) year period filed a written notice of such claim together with a request that such unused grave spaces be reserved for the interment or entombment of such person or persons, then no forfeiture and reverter shall take place until such person or persons have been buried elsewhere or have withdrawn such notice and claim.

### **Section 11: Transfer or Assignments**

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

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

**11-c.** All transfers of ownership in lots shall be subject to a reasonable charge, which charge must be paid when the transfer is made and recorded on the books of the Corporation.

### **Section 12: Control of Work by Corporation**

**12-a.** All work of any kind performed in the Cemetery, including but not limited to, grading, landscape work, and improvements of any kind, and all care on plots, shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed, and all openings and closing of plots, and all interments, disinterments, and removals shall be performed only by the Corporation or under its supervision and control.

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

### **Section 13: Flowers and Floral Arrangements**

**13-a.** Floral arrangements are limited to one (1) arrangement per marker, unless said marker has provisions for additional vase or vases. Bronze vases must be used that are integral with the marker.

**13-b.** Graves with no marker or bronze vase may use one (1) arrangement, but not anchored to the ground or the marker. Pots or containers that stand alone are required.

**13-c.** The placing of vases, shells, toys, metal designs, ornaments, chairs, settees, glass, crockery, wood or iron cases, and similar articles and materials hazardous to lawn mowers shall not be permitted, and if so placed, the Corporation reserves the right to remove the same.

**13-d.** No holes are to be dug in the ground.

**13-e.** Potted plants and special arrangements will be permitted upon lots and graves at Christmas, Easter, Memorial Day, and other special occasions. If such special containers and arrangements are not called for in ten (10) days, they may, at the option of the Superintendent of the Gardens, be eliminated.

**13-f.** At times, other than those specified herein, flowers are permitted only in approved bronze memorial vase assemblies. Flowers in bronze vase assemblies will be permitted to remain as long as their beauty prevails or remains in season.

**13-g.** The Corporation reserves the right to remove any arrangement or container that is considered unsightly.

**13-h.** No arrangement over forty-eight (48) inches is allowed.

**13-i.** The Cemetery is not responsible for loss, theft, or damage to flower arrangements or containers.

## **Section 14: Grounds Maintenance**

**14-a.** In case of recent interments or entombments, flowers, baskets, designs, and frames shall be removed from the grave or lot at any time in the discretion of the Superintendent. Upon written request made by the owner, or legal representative of owner of such grave, which said request shall be made at the time of, or written forty-eight (48) hours after interment or entombment, any particular basket, designs, or frames may be held for such owner or legal representative, but not exceeding two (2) weeks. If said baskets, designs, or frames are not called for and carried away during said period, said flowers, baskets, designs, and frames shall become the property of the Corporation and may be sold, destroyed, or otherwise disposed of without incurring any liability whatever to donors, said grave owner, or to such owner's legal representative.

**14-b.** Seasonal arrangements may be removed after a thirty-day (30) period by lot or crypt owner, or by Park Superintendent.

**14-c.** The care of grass, including the seeding, watering, weeding, and mowing will be done by the Corporation.

**14-d.** The care of shrubbery includes the planting, pruning, fertilizing and replanting will be done by the Corporation.

### **Section 15: Superintendent to Have Charge of Chapel**

**15-a.** All arrangements for any service in the Chapel, if and when Chapel is erected, including the handling and disposition of flowers, must be under the supervision and control of the Superintendent and his assistants.

### **Section 16: Roadways and Replotting**

**16-a.** The right to enlarge, replace, replat, and/or change the boundaries or grading of the Gardens or of a section or sections, from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives, and/or walks, or any part thereof, is hereby expressly reserved. The right to lay, maintain, and operate, or alter or change pipe lines and/or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved, as well as is the right to use Gardens' property, not sold to individual plot owners, for Gardens' purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental, or to convenient thereto. The Corporation reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over plots for the purpose of passage to and from other plots.

**16-b.** No easement or right of interment is granted to any plot owner in any road, drive, alley, or walk within the Gardens, but such road, drive, alley, or walk may be used as a means of access to the Gardens or buildings as long as the Corporation devotes it to that purpose.

### **Section 17: Gratuities May Not Be Accepted By Employees**

**17-a.** No person, while employed by the Corporation shall receive any fee, gratuity, or commission, except from the Corporation, either directly or indirectly.

## **Section 18: Protection Against Loss**

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

## **Section 19: Change of Address of Lot Owners**

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

## **Section 20: Memorial, Installation and Foundations**

**20-a.** In order that improvements be kept uniform, the Cemetery Corporation reserves the right to regulate the size and quality of all memorial and other construction on any grave or lot in said Cemetery, and to prevent the erection or placing of any obstruction which may conflict with the regulations, or which may be injurious to the general appearance of the Cemetery, and to remove same if necessary.

**20-b.** In as much as the placement of a marker is not compulsory, and due to the varying available sizes and selections, a installation, Adjustment and Realignment Charge will be made prior to installation of any specific marker.

**20-c.** Only one grave marker will be permitted on one grave space. No memorial may be set to embrace two or more grave spaces except a Companion or a Family Memorial, nor shall more than one family name be permitted on any memorial, unless approved in writing by the Cemetery at the time of the sale of the Interment right. All memorials shall be set on uniform lines as prescribed by the Park, to conform to the general plan of the Park. Family memorial and companion memorials shall not be less than 36"x13" individual memorials shall not be less than 12"x12", and baby memorials shall not be less than 16"x18".

**20-d.** The marking of each lot, grave, or graves, except as hereafter provided is restricted and limited to flat bronze tablets, set flush with the turf, except in areas platted and specified for the sole use of upright memorials.

**20-e.** Written approval by a duty authorized agent of the Cemetery must be secured before any marker, memorial, or foundation may be delivered to the Cemetery for installation.

**20-f.** To preserve uniform beauty all bronze markers or memorials must meet the following specifications:

- (1) Each casting shall be true, free from all weak 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) Each memorial shall be cast with integral bosses on the back in locations specified by the Cemetery. These bosses shall be drilled and tapped to receive 3/8" diameter anchor lugs of brass, from 4" to 6" in length, these anchor lugs to be supplied to the Cemetery with the memorial.
- (3) The Bronze Alloy shall consist of:
  - Not less than.....87% Copper
  - Not less than.....5% Tin
  - Not more than.....2 ½% Lead
  - Mot more than.....5% Zinc
  - All other elements in total not to exceed 1%
- (4) Cemetery shall be liable only to replace or repair any defective materials or defective workmanship as have been furnished by the Cemetery.
- (5) All foundations shall be of the size and material specified by the Cemetery. Material must be of quality and appearance deemed appropriate by the Cemetery Corporation. Foundation must have thickness of not less than four (4) inches, and surface area must exceed surface area of bronze plaque so as to produce an exposed foundation surface of no less than two (2) inches on all sides of bronze plaque.

**20-g.** Memorials and foundations purchased through the Cemetery, and other sources will require a reasonable installation, adjustment, realignment charge, payable in advance of installation. This fee is based on the Square Inch Size of the Total Area, and shall be determined by the officers of said Cemetery Corporation, and said charges shall be posted in the office of the Cemetery, and are subject to change without notice.

- (1) The Corporation defines installation, adjustment, realignment such as, but not limited to:
  - (a) Removal of floral arrangements when becoming dirty or unsightly.
  - (b) All work reasonable to insure a good general appearance of the marker.
  - (c) Realigning and leveling of markers when necessary.

- (d) Resetting of marker caused by ground swell or freeze as required.
  - (e) Removal and replacement of marker if required for future interments.
  - (f) Assume responsibility of reasonable repair or replacement if damaged beyond repair.
  - (g) Recording of required administrative information in records of the Cemetery.
- (2) A installation, adjustment, realignment fee must be paid to the Cemetery, in advance, for care on all memorials installed in the Cemetery. This fee is based on the Square Inch Size of the Total Area, and shall be determined by the officers of Cemetery Corporation, and said charges shall be posted in the office of the Cemetery and is subject to change without notice.

**20-h. Installation of Markers and Foundations**

- (1) Is defined by the Corporation such as, but not limited to:
- (a) Recording of required administrative information in records at Cemetery Office.
  - (b) Locating and surveying location of marker foundation placement in accordance with specifications.
  - (c) Aligning of marker and foundation with existing memorials and foundations in accordance with specifications.
  - (d) Placement of marker and foundation at proper ground level and aligning with specifications.
  - (e) Removal to specified area all excess dirt from excavation, complete clean-up of lots surrounding placement area, repair of any property damage to surrounding area of placement, clean-up of marker and foundation installed.
  - (f) Complete final inspection of finished work.
  - (g) Specifications are available at the office of the Cemetery.
- (2) Reasonable installation fee must be paid in advance, on memorials and foundations to be installed by the Cemetery. This fee is based on the Square Inch Size of the Total Area, and Shall be determined by the officers of the Cemetery Corporation, and said charges shall be posted in the office of the Cemetery and is subject to change without notice.
- (3) Installers of memorials and foundations must operate within Cemetery guidelines and specifications while working within the Cemetery boundaries.
- (4) The Cemetery reserves the right to locate and properly identify the lot location for placement of the memorial and foundation, and record administrative information in the records of the Cemetery for memorials and foundations to be installed by sources other than by the Cemetery employee. A reasonable Survey and Administrative fee must be paid to the Cemetery Corporation, in advance by the Outside Installer, and this fee is posted in the office of the

Cemetery. This fee is determined by the officers of the Corporation, and is subject to change without notice.

- (5) The Cemetery reserves the right to inspect the completed work as outlined and make the determination if work was performed completely and in accordance with the Cemetery guidelines.
- (6) At least twenty-four (24) hours advance notice of actual work to be performed is required by the Cemetery. Work will be performed at a mutually agreed time.
- (7) Outside Installer must furnish documentation of said memorial and foundation to Cemetery for record keeping purposes prior to installation.
- (8) No memorial or foundation shall be installed without authorization of the proper owner of owners of record.
- (9) The Cemetery Corporation will not be responsible for any defects, errors, omissions, or future lettering or scrolls for any memorial purchased from outside sources.
- (10) Memorials and foundations installed by sources other than the Cemetery Corporation-The Installer must submit to the Corporation, in advance, a current Certificate of Insurance for:
  - (a) Worker's Compensation.
  - (b) Automobile Liability Insurance: Comprehensive Automobile Liability Insurance covering owned, non-owned, borrowed, and hired vehicles. Minimum coverage of each occurrence of bodily injury and property damage required in the amount of \$300,000.00.
  - (c) Comprehensive Liability Insurance: Standard Comprehensive General Liability Insurance covering premises operation, contractual liability, products, and completed operations is required. Minimum coverage of each occurrence of bodily injury and property damage required in the amount of \$300,000.00.
- (11)The Cemetery Corporation shall be indemnified in the following manner:
  - (a) The Outside Installer shall be responsible for all liability arising out of its employees and/or its employees' work at the Cemetery.
  - (b) The installer agrees to indemnify and save harmless the Cemetery Corporation, including those of bodily injury, property damage, or professional negligence which occurs due to actual or alleged charges in connection with the performance of and arising from acts of the Installer, his employees, agents, sub-contractors, or general supervision by the Cemetery, except for injury or damage resulting from the sole negligence of the Cemetery.

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

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

**20-j.** Temporary markers supplied by the funeral homes are not permitted.

**20-k.** For sections where upright memorials are permitted, the specifications will be available as to design, size, finish, materials, and foundation requirements in the Cemetery office. Installation, adjustment, realignment, administrative and survey fees, and documentation of said memorials are required the same as for Bronze Memorials, with charges based on the Total Square Inches of Surface Area. These agreements and fees must be signed and paid, in advance of installation, to the Cemetery office.

## **Section 21: Statement of Sales Agents**

**21-a.** The instrument conveying to lot owner the right of interment, and the rules and regulations of this Corporation, now in force or which may here after be adopted, including modifications or amendments thereof, shall be the sole agreement between the Corporation and the lot owner. The statement of any sales agent shall in no way bind to the Corporation.

## **Section 22: Modifications and Amendments**

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

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

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

### **Section 23: Conduct of Persons Within The Gardens**

**23-a.** Visitors are reminded that the Gardens' grounds are sacredly devoted to the interment of the dead, and that a strict observance of the proprieties due such a place will be required, whether or not specifically embraced in these rules. No impropriety will be permitted to pass unnoticed.

**23-b.** The Superintendent is hereby empowered to enforce all rules and regulations, and to exclude from the property of the Corporation any person violating the same. The Superintendent shall have charge of the grounds and buildings, and, at all times, shall have supervision and control of all persons in the Gardens, including the conduct of funerals, traffic, employees, plot owners, and visitors.

**23-c.** Children will not be admitted unless attended by an adult who will be responsible for their conduct.

**23-d.** All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery, or plants, or feeding or disturbing the birds or fish or other animal life.

**23-e.** Alcoholic beverages will not be allowed in the cemetery.

**23-f.** No loud talking will be permitted on the Gardens' grounds, and especially within hearing distance of funeral services. No profanity, or person influenced by intoxicant will be tolerated on grounds.

**23-g.** The throwing of rubbish on the drives and paths, or any part of the grounds, or in the buildings is prohibited. Receptacles for waste materials are located at convenient places.

**23-h.** 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 road. 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 the funeral. Automobiles must not drive in any portion of Cemetery other than roadways built and maintained for such automobile traffic.

**23-i.** No bicycles or motorcycles shall be admitted to the Gardens except such as may be in attendance at funerals or on business.

**23-j.** No firearms shall be permitted within the Gardens except on special permit from the Superintendent, unless for use at military ceremonies.

**23-k.** No signs or notices or advertisements of any kind shall be allowed in the Gardens, unless placed by the Corporation.

**23-l.** Dogs shall not be allowed on the Gardens, grounds or in any of the buildings, except for seeing eye dogs.

**23-m.** Strangers must keep at a respectful distance during interment services. It is not the time or place to satisfy an idle curiosity. Be thoughtful and considerate and do as you would wish to be done were you in the place of the bereaved.

**23-n.** The management shall take such action as may be deemed necessary, though not expressly authorized in these rules, to protect the property of lot owners, or that of the Corporation, from injury, to preserve peace and good order, and to prevent the molesting of anything within the confines of the Gardens. All well disposed persons will confer a favor by informing the management or special police of any breach of these rules which come to their notice.

**THESE RULES AND REGULATIONS WERE AMENDED AND  
ADOPTED BY THE BOARD OF THE CEMETERY CORPORATION  
JANUARY, 1996.**