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**RULES AND REGULATIONS
OF
DECATUR CEMETERY LAND COMPANY
(FAIRLAWN CEMETERY)**

For the mutual protection of every burial rights purchaser in Graceland Cemetery, the Decatur Cemetery Land Company, Reversionary Owner, hereby adopts the following rules and regulations. All burial right owners and persons within the cemetery, and all lots sold, shall be subject to said Rules and Regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by 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 owners of burial rights as a group. 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, and such amendments or alterations as 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 may be made available to interested parties upon written request and payment of the administrative fee associated with copying. Should any of the regulations seem harsh or unreasonable, kindly consult the office before condemning them.

SERVICE AND MERCHANDISE AVAILABLE

The Reversionary Owner or its affiliated companies provide a full range of merchandise and services to the death care client. Without limiting the generality of the above and by the way of example, the Reversionary Owner or its affiliates provide:

1. Ground burial sites
2. Mausoleum burial sites
3. Lawn crypt burial
4. Cremation burial sites, including niches and ground burial
5. Interment services
6. Removal services
7. Facilities for funeral or committal services, and facilities for visitation or memorial services
8. Funeral professional services, including embalming
9. Outside containers such as vaults or two-piece boxes
10. Caskets
11. Memorial and monuments
12. Floral arrangements

13. Nursery
14. Special care for holidays
15. Pre-need or at-need counseling
16. Transportation services

Owners of burial rights are encouraged to inquire about the cost and availability of these and other merchandise or services provided by your cemetery.

DEFINITIONS

- A. **"Cemetery"** - the burial park for earth interments; the lawn crypts and community mausoleums, individual mausoleums for crypt or vault entombments; and the crematory and columbarium, or individual niches for cinerary interments.
- B. **"Lot"** - 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 niche.
- C. **"Row"** - the horizontal designation by numerical or alphabetical order of individual (single or companion) burial sites in a mausoleum, columbarium or ground, at a particular vertical tier (or level) in the mausoleum or columbarium structure.
- D. **"Grave"** - a space of ground in a burial park used, or intended to be used, for burial.
- E. **"Space"** - the area on a lot for the interment of one or more human remains.
- F. **"Crypt"** - a space in a mausoleum or ground where Lawn Crypts are placed of sufficient size used, or intended to be used, to entomb cremated or embalmed remains.
- G. **"Vault"** - a permanent outside container of grade better than a two-piece box, which is sealed.
- H. **"Niche"** - a space in a columbarium used, or intended to be used, for inurnment of cremated remains.
- I. **"Interment"** - the disposition of human or animal remains by earth burial, entombment, or cremation and inurnment.
- J. **"Entombment"** - the placement of human or animal remains in a crypt above ground or lawn crypt.
- K. **"Inurnment"** - placing cremated human or animal remains in an urn and placing in a niche, or in the ground.
- L. **"Reversionary Owner"** - the trustees of Decatur Cemetery Land Company.
- M. **"Memorial"** - a marker, monument, memory vase, crypt, and niche name plate or plaque for the purpose of identification or in memory of a person or pet.
- N. **"Monument"** - a memorial of granite that extends above the surface of the lawn and has a base and a die.
- O. **"Marker"** - a memorial of granite and/or bronze, and/or bronze on granite placed level with the grade.
- P. **"Burial"** or **"buried"** - the act or result of interment, entombment or inurnment.
- Q. **"Management"** - the Reversionary Owner and designated representative of the Reversionary Owner.

- R. **"Box"** – a grave liner or permanent outside burial container, consisting of one-piece box, and one-piece lid which is not sealed.
- S. **"Cremation"** – the technical heating process that reduces remains to bone fragments, which occurs through heat and evaporation.
- T. **"Mausoleum crypt"** – a space in a mausoleum used or intended to be used, above or underground, to entomb human remains.
- U. **"Entombment right"** – the right to place individual human remains or individual cremated remains in a specific mausoleum crypt or lawn crypt selected by the customer for use as a final resting place.
- V. **"Interment right"** – 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.
- W. **"Inurnment right"** – the right to place individual cremated remains in a specific niche selected by the consumer for use as a final resting place.
- X. **"Lawn Crypt"** – a permanent underground crypt usually constructed of reinforced concrete or similar material installed in multiple units for the entombment of human remains.
- Y. **"Imputed Value"** – the retail price of comparable rights within the same or similar area of the cemetery.
- Z. **"Disinterment"** – the excavation, opening or other invasion of an occupied burial site by management with regulatory and family written authorization, and the removal of the remains of a deceased to be reinterred in another location.
- AA. **"Disinurnment"** – the excavation, opening, or other invasion of a cremation niche or burial site by management with regulatory and family written authorization, and the removal of the cremains of a deceased to be reinterred in another location.
- BB. **"Urn"** – a permanent container, made of wood, metal, granite, marble, plastic, fiberglass, or other such materials wherein the cremains of a deceased person are placed. If burial, a permanent outside container shall be required.
- CC. **"Urn/Vault"** – a permanent outside container with an interior encasement, made of concrete, plastic, fiberglass, or stone material wherein cremains of a deceased person are placed.
- DD. **"Memorial Tree"** – a woody, perennial plant which is purchased by a third party to honor or memorialize a deceased person.
- EE. **"Authorized Agent"** – the spouse of the deceased, or another person who has written lawful authority to authorize the cremation of the deceased.
- FF. **"Cremated remains"** – the bone fragments, calcium deposits, or dust deposits which remain after the cremation is performed.
- GG. **"Crematory"** – the physical facilities and equipment where cremations are performed.
- HH. **"Witness"** – a person or persons designated by the Authorized Agent and approved by the Management to view the cremation.

GENERAL SUPERVISION OF CEMETERY

ADMISSION TO CEMETERY

The cemetery is a private cemetery, the management reserves the right to compel all persons coming into the cemetery to present proper identification to the cemetery office 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 any one 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 interests of the cemetery.

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 grounds and buildings and at all times shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, burial right owners, licensees, and invites.

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.

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 jurisdiction. Records request may be subject to an administrative fee which may be changed from time to time by management.

BURIALS AND REMOVALS

SUBJECT TO 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, state and federal government.

IDENTITY

The management assumes no duty for identity of the remains of the deceased and has no knowledge that the remains interred or cremated are that of the person shown on the Permit to Dispose of Human Remains delivered to the management.

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 service, or arrangement 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 may be made on burials occurring other than at authorized hours for standard rates (i.e., where overtime may be incurred by the Management).

HOLIDAYS

No interments, removals, cremation or committal service shall be permitted on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day or the calendar day following the holiday.

When any holiday falls, or is legally observed on a Saturday or Monday, funerals will be received on the last weekday preceding the holiday, and on the following Tuesday.

NOTICE

Twenty-four-hour notice, Sundays, and Holiday excluded, must be given to management before any burial or installation. 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.

Except in the case of correction of errors, no disinterment or removal shall be made except by the management on written request of next of kin and a properly executed order to disinter.

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 a burial or installation until a more expedient time for any reason.

AUTHORIZATION REQUIRED

The management reserves the right to refuse cremation, interment, or removal, except on written application by the legal representatives or proper authorities made out on proper forms provided by the management and duly filed.

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

OUTSIDE CONTAINER

All burials shall be made in an outside container consisting of either a box or vault of type, quality, and construction approved by the Reversionary Owner. No outside container shall be hinged. The use of wooden boxes and sectional boxes shall not be permitted. All boxes and vaults sold shall be placed and services by the management or a licensee, which installation shall be supervised by the management. The management assumes no liability in the placement of handling of such boxes or vaults.

All remains of human bodies shall be buried with a permanent outside encasement, minimum standard of which shall be a concrete foundation surrounding the remains. Inurnment or entombment shall be in a container approved by management. Urn/vaults shall satisfy this requirement. 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. Without limiting the generality of the above, the standards below shall apply to all outside containers:

A. STRUCTURAL DESIGN AND STRENGTH

- 1) The container shall be designed and test favorably at a strength level sufficient to withstand a static load of at least 2,500 pounds per square foot or 17.36 pounds per square inch. The container shall also be designed to withstand the weight of 18" of soil and the static and dynamic loads of standard construction equipment such as a backhoe and dual wheel trucks applied to the top surface.
- 2) There are no specific standards on weight, but design should incorporate the necessary structural strength and static load at the minimum achievable weight, and the container shall be reasonably impervious to puncturing by backhoe or other equipment, and shall be such weight as to avoid buoyancy in the grave space due to air pockets or water.
- 3) Design contours shall preclude any problem of voids in the backfilling of the grave.
- 4) All outer burial containers are not approved unless such containers withstand puncturing or damage from a backhoe or other equipment used in the interment process, and such containers are of such density to prevent movement within the grave space.
- 5) Unsealed outer containers require at least two holes in the container bottom in order that water from condensation or seepage can ultimately be reabsorbed into the ground.

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

B. DIMENSIONS

- 1) Outside dimensions should not exceed 94 ½" in length and 38 ½" 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 cost of interment to the user.
- 2) Outer container wall thickness should 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 must of course 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 test, design to simulate fifty years of earthen burial are acceptable in determining the capacity of various materials to withstand soil conditions. The tests must be conducted by a recognized independent testing laboratory, with a copy of test results provided to the Reversionary Owner.

D. PROCEDURE FOR APPROVAL

- 1) Request for approval of new outer containers should be made to the Reversionary Owner and should include general information and specifications of the container. Reversionary Owner will 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.
- 2) The management shall report to the Reversionary Owner any problem with an Outer container that indicated poor quality or workmanship, requiring attention.

CONTAINER INSTALLATION

No outside container shall be installed without a license 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 ensure 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, products and general liability insurance satisfactory to the management and shall be updated yearly. Said, insurance certificate shall provide that the Revisionary Owner be named as an additional insured and that the insurance carrier must give written notice to the management in the event the insurance is cancelled. No one is permitted to install an outside container unless management has the proof of above insurance prior to entering.

Outside containers shall be installed at such times as the management may permit, dependent upon committal services 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 ensure that the cemetery grounds are not injured by the installation and to ensure 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 cost of restoration. Any balance owed by said licensee shall be remitted within ten (10) 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 affected.

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 times, with 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, oversize or overweight deceased persons, children, limbs, or pathological tissues and other reasons beyond the control of the management.

Caskets in the mausoleum shall not be sealed.

MAXIMUM CASKET DIMENSIONS

Maximum inside dimension for the Star of Hope Mausoleum are 25" high, 31 ½" wide and 87" in length.

Maximum inside dimensions for Section X Mausoleum for singles are 25" high, 30" wide and 85" deep. Maximum inside dimensions for doubles in Section X Mausoleum are 25" high, 30" wide and 175" deep.

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

RESTRICTED VIEW OF CREMATION

Cremations are strictly private. No one shall be in attendance without written permission of the management.

NO PUBLIC ACCESSIBILITY

The crematory is not generally open to the public and witness to a cremation are allowed only for religious or similar good cause only with the consent of the management. Moreover, space is limited. As such, public accessibility laws do not apply to the crematory, and any person with a physical disability may be denied access by management, if in management's opinion, it cannot reasonably provide for the special requirements of the witness.

WITNESSES SUBJECT TO INSTRUCTIONS

Witnesses must comply with the written and oral instructions of crematory personnel at all times. Failure to comply may result in the immediate revocation of the privilege.

LIMITATION OF AUTHORITY TO IGNITE CREMATION CHAMBER

Only crematory personnel shall ignite the cremation chamber.

NO CHILDREN PERMITTED

Children under the age of eighteen shall not be allowed to witness a cremation service without the written consent of management.

WITNESS MAY BE PHYSICALLY REMOVED

Witnesses shall not engage in any activity that may endanger themselves or others present at cremation. Witnesses shall maintain the decorum required for a ceremony of this kind and may be removed by crematory personnel for any infractions.

CREMATION PROCESS

All cremations are performed individually. Cremation is performed to prepare the deceased for memorialization and it is carried out by placing the deceased in a casket or other container and then placing the casket or container into a cremation chamber or retort, where they are subjected to intense heat and flame. Through the use of a suitable fuel, incineration of the container and contents is accomplished by raising the temperature substantially (extreme temperature). After about one and a half hours, all substances are consumed or driven off, except bone fragments (calcium compounds), residue from the container and metal as the temperature is not sufficient to consume them.

Due to the nature of the cremation process any personal possessions or valuable materials, such as dental gold or jewelry (as well as any body prostheses or dental bridgework), that are left with the decedent and not removed from the casket or container prior to cremation will be destroyed or will otherwise not be recoverable. As the casket or container will usually not be opened by Crematory (re: remove valuables, to allow for a final viewing or for any other reason unless there is leakage or damage), the Authorized Agent understands that arrangements must be made with the funeral home to remove any such possessions or valuables prior to the time that the decedent is transported to Crematory.

Following a cooling period, the cremated remains, normally weighing several pounds for the average individual are swept or raked from the cremation chamber. Crematory makes a reasonable effort to remove all of the cremated remains from the cremation chamber, but it is impossible to remove all of them, as some dust and other residue from the process are always left behind. In addition, while every effort will be made to avoid commingling, inadvertent or incidental commingling of minute particles of cremated remains from the residue of previous cremations is a possibility, and the Authorized Agent understands and accepts this fact.

After the cremated remains are removed from the cremation chamber, all noncombustible materials (insofar as possible), such as bridgework, and materials from the casket or container, such as hinges, latches, nails, etc., will be separated and removed from the human bone fragments by visible or magnetic selection and will be disposed of by Crematory with similar materials from other cremations in a non-recoverable manner, so that only the human bone fragments will remain.

When the cremated remains are removed from the cremation chamber, the skeletal remains often contain recognizable bone fragments. Unless otherwise specified, after the bone fragments have been separated from the other material, they will then be mechanically processed (pulverized), which includes crushing or grinding and incidental commingling of the remains with the residue from the processing of previously cremated remains, into granulated particles of unidentifiable dimensions, virtually unrecognizable as human remains, prior to placement into the designated container.

After the cremated remains have been processed, they will be placed in the designated urn or container. Crematory will make a reasonable effort to put all of the cremated remains in the urn

or container, with the exception of dust or other residue that may remain on the processing equipment.

Crematory requires that all urns provided be resistant to deterioration and breakage, and that in the case of an adult the urn be a minimum size of 200 cubic inches. In the event the urn or other or other container selected is insufficient to accommodate all of the cremated remains, the excess will be placed in a separate receptacle. The separate receptacle will be kept with the primary receptacle and handled according to the disposition instructions.

Unless a suitable urn is provided for the cremated remains, Crematory will place the cremated remains in a container designed for short-term use.

FINAL DISPOSITION – CREMATED REMAINS

The cremated remains may be disposed of by placing them in a grave, crypt, or niche; by scattering them in a scattering area designated by a cemetery and located on dedicated cemetery property where cremated remains, which have been removed from their container, can be mixed with, or placed on top of, the soil or ground cover; or in any manner whatever on the private property of a consenting owner. Cremation is NOT final disposition. The cremation process simply reduces the decedent's body to cremated remains. These cremated remains usually weigh several pounds for the average individual and the volume usually ranges between 150 to 200 cubic inches. After the cremation has taken place, the cremated remains will be processed, and the processed cremated remains placed in the designated receptacle. Some provision must be made for the final disposition of these cremated remains. Placing them in temporary storage at a funeral home is not final disposition. Therefore, the Crematory strongly suggests that arrangements for final disposition be made at the time that the cremation arrangements are made. The Authorizing Agent will be responsible for reimbursing the Crematory Authority for all reasonable expenses incurred in disposing of cremated remains.

The Authorizing Agent understands that the services of Crematory will have been fully completed if as instructed by the Authorizing Agent, the cremated remains are delivered to the postal service for mailing or transportation, that further handling and delivery are the responsibility of the postal service, that Crematory is only acting as an agent for accommodation in carrying out these instructions.

The Authorizing Agent understands that if no arrangements for the final disposition, release or transfer of the cremated remains are specified, if Crematory is not subsequently provided with instructions concerning the final disposition, release or transfer of the cremated remains 60 days of the date of cremation or if the cremated remains have not been picked up by the designated individual within 60 days of the date of the cremation, then Crematory shall be authorized to arrange for the final disposition of the cremated remains, and that thereafter the cremated remains of the decedent will not be recoverable.

The Authorizing Agent will be responsible for reimbursing the Crematory Authority for all reasonable expenses incurred in disposing of cremated remains.

The Authorized Agent understands that if the option selected for final disposition includes scattering, that the cremated remains will not be recoverable. The Authorizing Agent also understands that if scattering is performed in a common area, that the cremated remains may be commingled with particles of other cremated remains that have been previously scattered.

CREMATION CONTAINER STANDARDS

Bodies for cremation shall be in a cremation container of at least the following standards: **(1)** be composed of a suitable combustible material, **(2)** be rigid enough for handling, **(3)** assure protection to the health and safety of the operator, **(4)** provide proper covering for the remains, **(5)** meet moral codes for respect and dignity.

A full enclosure "dome" or top piece shielding the deceased from view at all times, with a rigid bottom, substantial enough to not bend or sag under the weight of a 450-pound body shall be required. No container composed of explosive material such as fiberglass, plastic resin compound Polyvinyl Chloride, or other man-made synthetic material not suitable for combustion in a cremation chamber shall be permitted. Metal caskets are not allowed. The management reserves the right to make exceptions for special conditions, extreme oversized or overweight deceased, child containers, and limbs or pathological tissues, and other reasons beyond the control of the management.

CASKET FURNISHING MAY BE DESTROYED

The management reserves the right to remove and to destroy all handles of the caskets delivered for cremation. In the case of caskets with glass furnishings delivered to the cemetery for cremation, in additions to the removal of the handles before cremation the management reserves the right to remove and to destroy all glass or metal furnishings, and any casket remains.

INTERMENT OF CREMATED REMAINS

The heirs or legal representative of the person to be cremated shall be required to make written arrangements with the management for the cremation and make payment. The cremated remains not claimed may be permanently interred after a period of four months from the date of cremation. If the arrangements for their interment are not made within the specified time, the management shall be in no way liable for the loss or destruction of said remains. The person authorizing the cremation, or the heirs at law, either jointly or severally, shall be held liable for rental space occupied by the remains pending the time they are permanently buried.

SPECIFICATION FOR INURNMENT CONTAINER

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.

CERTAIN FOREIGN MATERIALS IN THE BODY

6. Certain foreign materials in the body can be dangerous when placed in a cremation chamber. If the crematory does not receive proper notice, the family shall be responsible for any damage resulting and the cemetery shall not be responsible or accept any liability under those circumstances.

HOLD HARMLESS ON CREMAINS

In all instances, the family shall hold the cemetery and its management harmless and indemnify them from the process of cremation and delivery of cremated remains. The legal representative of the deceased shall authorize the management to deliver the cremains via Registered U.S. Mail and agrees to assume all liability for any damages that may arise from any cause growing out of said deliver and to indemnify and hold harmless management from any and all claims related to said shipment. The legal representative also agrees to pay for such delivery. The management shall be in no way liable or held responsible for any container, receptacle or urn interred. The management shall not be liable for the theft of cremains under any circumstances.

SCATTERIING

Scattering of cremains shall be permitted in a scattering garden of the cemetery. The management shall remove any cremains placed in violation of these rules and regulations and shall inter the cremains in a designated area of the cemetery. No pet cremains shall be scattered in a solely human scattering garden. All cremains to be scattered shall be pulverized and shall be worked into the ground.

CREMATION OF PETS

No pet remains shall be cremated in the human crematory.

LOCATION OF INTERMENT SPACE

When instructions from the owners of burial rights 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 lot 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.

ORDERS GIVEN BY TELEPHONE

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.

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.

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

If it becomes necessary for a person to use a predeveloped 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 representative, anywhere in the cemetery, of a quality equivalent to the standard ground burials, or the remains may be temporarily interred by the management until the predeveloped or 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 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.

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.

DELAYS IN INTERMENT

An interment may be delayed by management for any reason. Without limiting the generality of the above, an interment may be delayed because of war, riot, insurrection, strike, weather, limitation on access, or other such conditions beyond the control of management. In addition, court order, a written protest by a family member, or a potential violation of these rules and regulations may prohibit or delay an intended interment. Under such circumstances, the management reserves the right to place the remains in a receiving vault pending resolution of the conditions which led to the delay. All remains placed in a receiving vault shall then be embalmed at the expense of the lot owner.

NOT RESPONSIBLE FOR EMBALMING

The management shall not be liable for the embalming of the body.

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. In addition, in the event human remains have not been interred within 24 hours after the death, then the management may require embalming or other

preparation of the remains depending upon the factual circumstances, including, but not limited to whether visitation, viewing, or other ceremonial aspects are suggested by the family.

NO BURIAL 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 special consent of the management in writing in each and every case, and, in the event such consent is given, 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 thereunder, 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 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.

BURIAL OF MORE THAN ONE BODY

Not more than one body, or the remains of more than one body, shall be buried in one grave, vault, crypt, or niche, unless such grave, vault, crypt or niche has been purchased with the written agreement that more than one body, or the remains of more than one body, may be buried therein. Proper identification shall be made of such burial on one regulation crypt, niche, memorial or marker. No cremains shall be commingled in a single container. No pet remains may be interred with human remains unless section is designed for that purpose.

INTERMENT OF PETS

No animal shall be interred in the cemetery other than in a special section set aside for such purposes.

BURIAL IN CHURCH, LODGE, OR VETERAN SECTION

Where a section is reserved by a church, lodge, veteran, or other society, interments shall be limited to the actual members of that organization, and to their husbands or wives, and to immediate members of families of members or such other persons as may be authorized in writing by the authorized representative of the church, lodge, veteran, or society.

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 expressed or implied wish of the original burial rights owner is forbidden.

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 or 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 given by the Reversionary Owner, the grave space reverts back to the Reversionary Owner.

NO LIABILITY FOR DAMAGE DURING REMOVAL

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

PAYMENT OF SERVICE CHARGES

The charges for the payment 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.

PAST DUE INDEBTEDNESS

Arrangements for the payment of any and all indebtedness due the management or its affiliates must be made before cremation, or 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.

PROPERTY RIGHTS OF BURIAL RIGHTS OWNERS

Only the right to inter, entomb, or inurn (**the Burial Right**) is conveyed. The Reversionary Owner retains all other reversionary interest in the space, crypt, or niche. All Burial Rights conveyed to individuals are the sole and separate property of the owner named in the instrument of conveyance. Burial Rights shall not be conveyed for investment or speculative reasons.

In conveyance to two or more as joint tenants, each joint tenant has a vested right of burial in the Burial Rights conveyed. Upon the death of a joint tenant, the title to the Burial Rights held in joint tenancy immediately vests in the survivor(s), subject to the vested right of burial of the remains of the deceased joint tenant.

A vested right of burial may be waived, and it is terminated upon the burial elsewhere of the remains of the person in whom the right was vested.

Directions in a final order in the estate of the deceased lot owner based upon a certified copy of that order shall be conclusive as to the rights of heirs.

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 Burial Rights is complete authorization to the Cemetery to permit the use of the unoccupied portions of the Burial Rights 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 burial Rights, when filed with the Cemetery, is complete authorization to the Cemetery to permit the use of the unoccupied portion of the Burial Rights in accordance with the directions of the surviving joint tenants or their successors in interest.

The Cemetery shall be permitted to rely upon these affidavits for purpose of future interments, and the person or persons providing such affidavits shall indemnify and hold the Cemetery harmless related to such use. The cemetery shall require that transfer deeds be issued based upon such affidavits of heirship and the transferors shall pay the Cemetery's administrative processing and documentation fees as a condition to the use of the space.

When there are several owners of Burial Rights, they may designate one or more persons to represent the Burial Rights and file written notice of designation with the Cemetery. In the absence of such notice or of written objection to its so doing, the Cemetery is not liable to any owner for use of a Burial Right upon the request or direction of any co-owner of the Burial Right.

No vested right of interment gives to any person the right to have his or her remains buried in a Burial Site in which the remains of any deceased person having a prior vested right of interment have been buried, nor does it give any person the right to have the remains of more than one deceased person buried in a single interment space, crypt, or niche in violation of the rules and regulations.

In the event of divorce, the Burial Rights held by a husband and wife shall be divided consistent with the divorce decree, and the parties shall pay the charges necessary to affect the transfer on the records of the Cemetery. In the event the divorce decree does not separate the Burial Rights, they shall be divided, one-half going to the husband and one-half going to the wife by agreement of the husband and wife, which determination shall be made exclusively by the Management. If the Burial Rights cannot be separated, no burial shall be made without the consent of both parties and the surviving former spouse.

DESCENT OF RIGHT OF INTERMENT

If no burial is made in an Burial Right which has been transferred by deed to an individual owner, or if all remains previously buried are lawfully removed, upon the death of the owner, unless he or she has disposed of the Burial Right in his or her will by a specific devise certified by a final order in the estate of the deceased owner, or there is an affidavit of rights of heirs filed with the Cemetery, each Burial Right descends to the heirs at law of the owner

REGULATIONS RELATED TO PET SECTION

HUMAN 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.

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, may be buried, except by written consent of the management, and provided proper identification is made of such burial on one regulation marker. No cremains shall be commingled in a single container.

INTERMENT OF HUMANS

No humans shall be interred in a pet section; provided human and pet remains may be interred side by side in a special section set aside for that purpose, if provided for by the Reversionary Owner.

OUTSIDE CONTAINER

All burials must be in a container of a rigid material of concrete, metal, non-deteriorating plastic, or fiberglass approved by the management. The container must not be larger than 29 x 16 x 12 to fit in one space. All containers sold shall be placed and serviced by the management or an outside container licensee, which installation shall be supervised by the management. The management assumes no liability in the placement or handling of such containers.

TRANSFERS OR ASSIGNMENTS

RECORDING OF LOTS AND BURIALS

Complete confidential records of all burial rights owners and interments will be kept at the management 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 management as such.

LOTS CONVEYED BY DEED

Lots in the Cemetery will be conveyed to the purchaser or purchasers by a Cemetery Deed. No deed 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.

TRANSFERS AND ASSIGNMENTS

For the protection of burial rights owners, 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 assignments of 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 Rule are void and of no effect, and will not be recognized by the management. Transfers shall not be made for investment or speculative reasons. 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 burial rights owner desires to sell, transfer or convey such lot, or any interest therein, a Transfer Cemetery

Deed or Certificate of Ownership: The management shall make a reasonable charge for its services, which charge shall be fixed by the management, and must be paid in advance. In addition, the management shall charge not less than \$25.00 per interment, entombment, or inurnment right which shall be placed in the Endowed Care Fund.

INDEBTEDNESS

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

SUBDIVISION OF LOTS

MAY NOT SUBDIVIDE SPACES

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

CONTROL OF WORK BY THE CEMETERY

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 management.

All openings and closings, all interments and removals, and every aspect of the disposition of human or pet remains shall be done by the management, exclusively, unless written approval for other arrangements is obtained from the management. No crypt openings or closings, no columbarium openings and closings, no armoire openings and closings and no disinterment shall be done except by the management.

All lot owners, their agents, servants, and employees or anyone authorized to act for or on 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 therefrom 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 arrangement 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 ensure 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 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 and general liability insurance satisfactory to the management and shall be updated yearly. Said insurance certificate shall provide that the Revisionary Owner be named as an additional insured and that the insurance carrier must give written notice to the management in the event the insurance is cancelled.

Graves shall be dug at such time 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 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 "B" to these Rules and Regulations.

The licensee shall provide appropriate guarantees and hold harmless agreements to the management to ensure that the cemetery grounds are not injured by the digging, that all excess materials, rubbish, and other ground cover is restored. Upon completion, the management shall inspect the work done, and shall, if necessary, require the work to be covered. 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 grounds for digging purposes until compliance is effected.

MANAGEMENT SHALL CONTROL IMPROVEMENTS

All improvements or alterations 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 burial rights owner, or, in any event, 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 judgement seems best, and without any notice to any interested party.

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.

DECORATION

FLORAL REGULATIONS – GENERAL

For the continual beauty and safety of the cemeteries, the cemeteries are checked continually for unseasonal and unsightly flowers and for items not allowed. Unsightly, for these purposes, is considered to mean floral decorations that have become discolored, dislodged or weather damaged. Unseasonal, for these purposes, is considered to mean for example poinsettias in the spring, summer and fall and/or lilies in the winter.

No flower vases may be placed on any space, lot or in the mausoleum or columbarium, unless approved by the management. Flower vases on monuments shall be at least a metal of approved size and design. Flower vases in markers and/or placed in the ground shall be bronze only and set level with the grade. Such vases may be purchased from and placed by the management.

The management shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or ground cover of any kind from the cemetery as soon as, in the judgement 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. 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 other causes beyond its control. The management reserves the right to regulate the method of decorating lots so that 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 in writing.

FLORAL REGULATIONS – MOWING SEASON

During the mowing season (March 1 through and including November 15) flowers, other than those in approved flower vases, shall be removed.

FLORAL REGULATIONS – NON-MOWING SEASON

During the non-mowing season (November 16 through and including February 28) the only grave decorations allowed in addition to flowers placed in permanent approved flower vases are flowers placed in a temporary container at the owner's responsibility and wreaths on easels. The temporary container shall be plastic, tin, wood or papier-mache. Wires attached to a temporary container and/or a monument, containers placed in a dug hole, containers that are breakable and flowers not placed in a container are NOT allowed and shall be removed.

FLORAL REGULATIONS – GRAVE BLANKETS OR ANY DECORATIONS FLAT ON THE GROUND

Grave blankets or any decorations flat on the ground will be allowed December 1 through January 31. The above decorations may be placed at the owner's responsibility and may be removed by management because of unsightly condition and/or if unseasonal. Grave blankets or any decorations flat on the ground may be removed if weather conditions exist, in the judgement of the management, that the item(s) are detrimental to the grass underneath. Grave blankets or any decorations flat on the ground are discouraged as they attract rodents and do not allow snow, rain or other moisture to penetrate and feed the grass.

FLORAL REGULATIONS – SPECIAL OCCASIONS

During the mowing season (March 1st through and including November 15) no grave decorations are allowed, unless in permanent approved flower vases, except on days of special occasions which are Easter, Mother's Day, Father's Day, and Memorial Day (federal holiday). On these special occasions, grave decorations consisting of plastic, tin, wood, or papier-mache may be placed at the owner's responsibility on the day of the special occasion. They shall remain until Monday, 8:00 AM the following week after the special occasion unless removed sooner by management because of unsightly conditions and/or the item is not allowed. Wires attached to a temporary container and/or a monument, containers and/or flowers placed in a dug hole and containers that are breakable are not allowed.

FLORAL REGULATIONS – BURIAL

On the occasion of a burial, grave decorations consisting of plastic, tin, wood or papier-mache may be placed at the owner's responsibility. They shall remain a minimum of seven days after the burial unless removed sooner by management at its discretion.

DECORATIONS SUBJECT TO APPROVAL

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

NUMBER OF URNS IN NICHE

Only one memorial urn 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 therein.

CERTAIN DECORATIONS ALLOWED FOR MAUSOLEUM

ONLY artificial, seasonal flowers and plants are allowed in the interior Mausoleum on tables provided by the Cemetery. ONLY living or artificial seasonal flowers and plants are allowed on the exterior Mausoleum on the concrete floor. No other item except the above mentioned is allowed. If anything, other than stated above is placed by individual mausoleum owners, they may be removed by the management. Flowers and plants that become unsightly or are unseasonal will be removed by management. Unsightly for these purposes is considered to mean floral decorations that have become faded, discolored, weather damaged and not in season. Special receptacles should be called for promptly. The management assumes no responsibility for receptacles. No decorations are allowed on crypt fronts and will be removed immediately.

The placement of arrangements such as bouquets, wreaths, potted plants, or baskets may be set on the floor beneath the crypt or niche after an entombment or inurnment. They shall remain in a minimum of seven days after the burial unless removed sooner by management at its discretion.

CERTAIN DECORATIONS ALLOWED IN GLASS FRONT COLUMBARIUM

Only decorations made out of opaque glass, china, pewter, porcelain, bronze, sterling silver, gold, brass or wood may be placed in the glass front columbarium subject to approval by the management, provided only one decoration shall be permitted in memory of each person. Placement without consent of management may result in removal. Urns shall not be considered a decoration. Urns must be of weight that breakage of glass shelf would not occur.

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 cemetery to enter on any section, lot, or space for the purpose of making plantings. To ensure 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, products and general liability insurance satisfactory to the management. Said insurance certificate shall provide that the insurance carrier name Reversionary Owner as an additional insured and must give written notice to the management in the event the insurance is cancelled.

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 shown in Appendix "B".

The licensee shall provide appropriate guarantees and hold harmless agreements to the management to ensure 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 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 affected.

ROADWAYS AND REPLATTINGS

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 platted, including the right today out, establish, close, eliminate, or otherwise modify or change the locations of roads, walks, easements, 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 use 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 rights of way over and 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 burial rights 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 cemetery for the purpose of passage to and from other lots.

NO RIGHT GRANTED IN ALLEYWAYS

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

CONDUCT OF PERSONS WITHIN THE CEMETERY

MUST USE WALKS

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.

TRESPASSERS ON CEMETERY

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

CHILDREN

Children under sixteen (16) years of age shall not be permitted within the cemetery, or its buildings, unless accompanied by an adult.

FLOWERS

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.

REFRESHMENTS

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

LOITERING PROHIBITED

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

LOUD TALKING

Boisterous or unseemly conduct shall not be permitted in the cemetery, or in any of the buildings. Walking, jogging, and bicycling are permitted only on the roads from sunrise to sunset. Minimum acceptable attire shall include shorts, shirts, and shoes.

SMOKING

Smoking within the public areas of any buildings other than designated area in the office and designated area in the Star of Hope Mausoleum is prohibited. No expectorating is permitted in the cemetery and crematory.

RUBBISH

The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Removing or placing items from any waste containers located on the cemetery grounds including the cemetery dump are not allowed. The cemetery dump and waste containers are only for the use of the cemetery.

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 other than funeral processional under the control and supervision of cemetery staff. 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 is designated greater than three-quarter ton truck or 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 oversize 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.

MOTORCYCLES/MOTORBIKES

No motorcycles or motorbikes shall be admitted to the cemetery except such as may be in attendance at funerals or on business. Vehicles shall remain on roads.

PEDDLING OR SOLICITING

Peddling or soliciting 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.

FIREARMS

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

NOTICES AND ADVERTISEMENTS

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

PETS

No pets shall be permitted on the cemetery unless they are on a leash and under control of the owner. All pets shall remain on roads. All pet owners shall be responsible for removing from the cemetery their pet's feces.

HOURS GROUNDS AND OFFICE OPEN

The cemetery grounds are open from sunrise until sunset and such other times as may be authorized by management. The offices shall be open Monday through Saturday and such other times as may be authorized by management. Any person found on the grounds before sunrise and after sunset, shall 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. The cemetery is protected by the Illinois Cemetery Protection Act (CH. 21; 14 & 15, ILL. REV. STATS.) which reads in part: Anyone who vandalizes, desecrates, injures, trespasses, destroys, defaces, or damages the property or any part thereof will be subject to criminal penalties and be required to reimburse the cemetery for the amount of the damage caused. The act also provides that parents of minors, who violate the act, may be liable for the reimbursement to the cemetery.

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 inappropriate behavior.

ENFORCEMENT OF RULES

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.

FEE, GRATUITIES AND COMMISSIONS

GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES

No person, while employed by the cemetery shall receive any fee, gratuity, or commission, except from the management.

PROTECTION AGAINST LOSS OR DAMAGE

USE OF 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 including without limitation from damage caused by the elements, acts 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.

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 or lot crypt or niche, or any portion or portions thereof in the cemetery, mausoleum or columbarium, which has been damaged by the elements, acts 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 burial rights owner on record. The notice shall be given by depositing the same in the United States mail addressed to the burial rights owner of record at his or her address stated on the books of the cemetery. In the event the burial rights owner fails to repair the damage within a reasonable time, the management may direct that the repairs be made and charged against the lot and the burial rights owner on record.

CHANGE IN ADDRESS OF LOT OWNERS

BURIAL RIGHTS OWNER MUST NOTIFY

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

ENDOWMENT & OTHER CARE

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 building; 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 embellishments 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 OF COMMUNITY MAUSOLEUM OR 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 mausoleum and columbarium to the end that the mausoleum and columbarium to the end that

the mausoleum and columbarium generally be kept in the best condition possible within the limits of such income.

ENDOWMENT CARE EXCEPTIONS

The term "endowment care" shall not be construed as meaning the repair or replacement of any gravestones or monumental structures or 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 mausoleum or columbarium; nor does it mean the reconstruction or releveling of any marble, granite, bronze or concrete work on any section or lot, or any portion or portions thereof in the cemetery, mausoleum or columbarium, crematory 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.

INVESTMENT OF ENDOWMENT CARE AND SPECIAL CARE FUNDS

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.

EXPENDITURE LIMITED TO INCOME

Endowment care and special care, whether applied to lots, mausoleum, or columbarium space, or to any space within the confines of 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.

FUNDS MAY BE DEPOSITED WITH OTHERS OF LIKE CHARACTER

It is understood and agreed between the burial rights owner and the cemetery that endowment care funds and special care funds may be deposited with other 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.

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 burial rights 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 extend 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,

mausoleum or columbarium. It may also expend the income for attorney's fees and other costs necessary to the preservation of the legal rights of the cemetery.

AMOUNT OF DEPOSIT FOR ENDOWED CARE

The amount of endowment care for the mausoleum and columbarium shall be not less than the amount 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 a minimum of \$25.00 for each individual interment right.
2. For entombment rights, not less than 10% of the sale price or imputed value, with a minimum of \$25.00 for each individual entombment right.
3. For inurnment rights, not less than 10% of the sales price or imputed value, with a minimum of \$15.00 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, \$25.00 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, \$25.00 for each such right exercised.
6. For the special care of any lot, grave, crypt, or niche or of a family mausoleum, mausoleum, memorial, marker, or monument, the full amount received.

DEPOSIT REQUIRED FOR ABOVE GROUND TOMB

Before any vault, above ground tomb, sarcophagus, private mausoleum, or columbarium is erected, the burial rights 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.

RECORD OF PURCHASER

A permanent record shall be kept by the cemetery showing the name of each burial rights purchaser; contract documents shall be sufficient to satisfy this requirement.

SPECIAL CARE

"Special Care" shall include only those specific services set forth in Special Care agreements with the burial rights 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 structure, the planting and cultivation of flowers, trees, shrubs or plants in and around the cemetery, or any part thereof, and filling and the 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 for which the cemetery was established or is being maintained.

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

IMMEDIATE CARE

"Immediate Care" shall be that portion of a care charge assessed pursuant to contract 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, re-seeding 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. Immediate Care does not provide for the repairs or replacement of the encroachment.

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 burial rights owner. Future Care does not provide for the repair or replacement of the encroachment.

CHARITABLE PURPOSE OF ENDOWMENT AND SPECIAL CARE FUNDS

The sums paid in or contributed to the endowment or special care funds are expressly authorized for a charitable 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.

INFECTIOUS DISEASE

The remains of any person who has died of an infectious or contagious disease shall not be allowed to be deposited in the receiving vault.

TEMPORARY ONLY

Crypts set aside for temporary use only are on a monthly rental basis, and under no circumstance shall a body be considered as entombed or buried by reason of being placed therein.

DEPOSIT REQUIRED

A deposit may 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 inter it, after first having mailed a registered 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.

MAY INTER IF BODY POORLY PRESERVED

The management reserves the right to cremate and/or permanently inter any remains not in good state of preservation, or when the condition of the body renders its interment necessary.

CEMETERY MEMORIAL REGULATIONS

For the protection of all burial rights owners, the granite, quality, size, finish, color and engraving of all memorials must be approved by the cemetery 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 burial rights 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 schedule for correct size and type of memorial.

PRODUCERS AND RETAIL DEALERS

1. Producers of monument materials, meaning thereby quarries, quarries who also manufacture materials and manufacturers of memorials not quarries, in order to secure the approval of the Cemetery shall agree to sell only first grade, clear stone for memorial purposes.
2. Letters, persons, or firms who engage in the business of cleaning monuments (not connected with established retail dealers already on the approved list of dealers), all other persons or firms, must procure a permit from the Manager or official of the Cemetery 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 properly to perform the work for which they have been engaged and have an order signed by lot owner authorizing lettering.
3. Workman employed in placing or erecting monuments and other structures, or bringing in materials, shall, as to the Cemetery, operate as independent contractors, but must do so under permission from the Cemetery, and must be under general supervision of the management.
4. Persons engaged in erecting monuments, or other structures, are prohibited from attached ropes to monuments, trees, 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 to complete job. 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.

5. Damage done to lots, walks, drives, trees, shrubs, or other property, by dealers or contractors, or their agents, shall be repaired by the dealer or contractor; and the cost of such repair shall be charged to the dealer or contractor, or to his principal.
6. No material, machinery, or other thing for the construction of memorials may be brought into the Cemetery until required for immediate use; nor, under any circumstances, when a funeral is in process; nor between Friday 4:30 p.m. and Monday 8:00 a.m.; 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.
7. Work shall proceed promptly until the erection of the memorial is completed.
8. While a funeral or interment is being conducted nearby, all work of any description shall cease.
9. Approaching the bereaved and soliciting memorial business within the Cemetery is not permitted.
10. Memorial dealers shall abide by all rules of the Reversionary Owner.
11. 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.

MATERIALS

All memorial, markers, mausoleums, or tombs shall be constructed of natural stone from quarries approved by the 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 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-C390B of the National Bureau of Standards on "Copper Alloy Castings".

MAUSOLEUMS AND TOMBS

Mausoleum or tombs, either wholly or partially above ground, shall be constructed only in lots so designated and shall be built of first grade material similar in all respects to stone used in other memorials within the cemetery.

Plans, specifications, and location in the lot shall be subject to the approval of the management.

All parts of the mausoleum or tomb above ground shall be of natural stone from approved producers.

When an entombment is made in a private mausoleum, the crypt shall be properly sealed by the management.

MEMORIAL INSTALLATION

All burial rights owners, their agents, servants, and employees or anyone authorized to act for or on behalf of any owner, shall obtain written approval from the management of the material, design, style, and size of memorial and shall follow the written instructions on installation procedure and/or delivery procedure provided by management. These rules and regulations provide the standards for all sections in the Cemetery and no deviation therefrom will be authorized without the written approval of the Reversionary Owner of the Cemetery.

Before any work is done on any marker, monument, or lot by any person other than management personnel, written authorization shall be obtained from the cemetery office. No marker, monument or foundation shall be installed without the written authorization from the Cemetery office. In every case the charges therefore 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 crypts.

The management shall provide for the foundation and installation of all markers or monuments unless other arrangements satisfactory to the management have been 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 (license) approved by the management may be licensed by the management to enter on any section, lot or space for the purpose of installation of markers, monuments and their foundations. To ensure 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 in these rules and regulations; to ensure that the marker or monument is installed consistent with the location requirements of these rules and regulations, on the right lot, space, or crypt; and to ensure that the memorial or marker is not damaged; and each step of installation is done correctly. 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, products liability and general liability insurance satisfactory to the management and shall be updated yearly. Said insurance certificate shall provide that the Revisionary Owner be named as an additional insured and that the insurance carrier must give written notice to the management in the event the insurance is cancelled.

Markers and monuments 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 hours prior to installation work to arrange for location and staking. Finally, the licensee shall contact the cemetery office not more than twenty-four hours prior to installation to confirm that no funeral or maintenance activity conflicts with the installation.

Memorial and foundations shall be installed consistent with the specifications shown in Appendix "B" to these Rules and Regulations.

The licensee shall provide appropriate guarantees and hold harmless agreements to the management to ensure 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 (or floor in the mausoleum) is restored; and to ensure that the marker or monument was not damaged in installation. Upon completion of each step of installation 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 then 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 a 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 31st, that said future installation trusts are in existence.

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

Any licensee who refuses or fails to comply with these rules and regulations shall not be given the privilege to enter the Cemetery grounds for installation purposes until compliance is affected.

CRAFTMANSHIP – BRONZE

Memorial shall be free from scale, sand holes, pits, pinholes and other imperfections which mar the appearance of or impair the usefulness and stability of the finished memorial. 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.

GRANITE MEMORIALS

The following standard specifications for the placement of granite memorials are subject to the approval of the cemetery 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 cemetery.
2. Quality - Granite memorials must be 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 not be less than 3 3/8" nor more than 4 5/8" in thickness.
5. Foundation and placement - All granite markers will be set at discretion of management and shall be set level with the grade. The work shall be on written order of the burial rights owner. Markers shall be placed to conform with 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 best 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 tolerance shall be as regulated by quarries with average 5/8". Any outstanding tolerance shall not be accepted.

MONUMENTS AND MARKERS

1. No burial rights 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 one monument will be allowed on each lot provided the lot has monument privilege.
3. All markers shall be set level with the grade. The management reserves the right to reset all markers to conform to the rules and regulations
4. The bottom beds of all bases and markers must be cut level and true.
5. While the management will exercise all possible care to protect raised lettering, carvings or ornaments on any memorial, or other structure on any lot, it disclaims responsibility for any damage or injury thereto.
6. No enclosures of any kind shall be allowed around any lot unless authorized

management.

DESIGN AND FINISH

1. Memorial dealers shall be required to furnish the management for approval a drawing or reproduction in duplicate of the proposed memorial or marker, specify size, location in lot, inscription, and name of material.
2. Management officials shall have authority to reject any plan or design for any memorial which, (in the opinion of the management) because of size, design, inscription, kind or quality of stone is 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, proper preparations therefore have not been made, or when tools and machinery is insufficient or defective; or when work is being executed in such a manner as to threaten life of 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 management.
4. The completed work is subject to the approval of the management and if unsatisfactory, it may be removed by management.
5. The name or inscription on each memorial must correspond with the name and record in the office of the management and no changes shall be made thereon except upon request of the proper parties and by permission of the management.
6. Duplication of the design of any memorial shall not be permitted in a location sufficiently near to the original lot that the duplication is readily noticeable.
7. Photographing of 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. Except for lithochrome applied to etching the coloring, painting, enameling, or lacquering or bronzing of letters or other parts of stone or bronze work is prohibited; provided, lacquering and re-bronzing of bronze work shall be permitted with the approval of management.
10. No photographs, pictures, portraits, designs, or rendering of any kind shall be permitted on any memorials, provided, special designs and etchings in the stone shall be permitted with the approval of management.

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.

MISCELLANEOUS

Should any memorial, mausoleum or tomb 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 burial rights 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 monument or 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.

NO DUTY TO MARK OR IDENTIFY BURIAL SITES

The cemetery has not duty to mark or identify burial sites. The right to inter remains is only conveyed, and the obligation or associated cost of memorialization or identification shall remain with the lot owner. All memorials, whether monuments, headstones, markers, vases or any other memorialization shall remain the personal property of the purchaser and burial right owner.

WHEN CEMETERY NOT RESPONSIBLE

The cemetery takes reasonable precaution to protect burial rights owners, and the property rights of burial rights 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).

CONTRACT, DEED, 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 burial rights owner. The statements of any sales agent shall in no way bind the Reversionary Owner.

ARBITRATION

All burial rights owners, licensees, third party vendors, or others with an interest in the Cemetery, consent and agree that by contracting with the Reversionary Owner or one of its affiliated

companies or by providing merchandise or services to the Reversionary Owner or within the Cemetery, that in the event a dispute arises between the Reversionary Owner and/or its affiliate companies on the one hand, and a third party on the other hand, regardless of whatever kind or character or whether the dispute arises out of, is related to, or arises under these Rules, a contract, or any other legal relationship or duty between the Reversionary Owner or its affiliate company on the one and a third party on the other hand, that any and all such disputes shall be resolved by mandatory arbitration under the commercial arbitration rules then in effect with the American Arbitration Association, which arbitration action shall be commenced and prosecuted in Macon County, Illinois

MODIFICATION AND AMENDMENTS

EXCEPTIONS AND MODIFICATIONS

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 of such rules.

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.

GENERAL CONDITIONS

LOT OWNER INDEMNITY

Cemetery shall not be liable for errors, omissions, or intentional acts of third parties (Third Party Acts), who may provide other funeral or cemetery merchandise and services to any lot owner, or anyone acting by, through, or under the lot owner (Lot Owner Parties). In the event the Lot Owner Parties shall make any claim or allegation against Cemetery or join Cemetery in any litigation related to Third Party Acts, then the Lot Owner Parties shall hold Cemetery harmless and indemnify Cemetery from all such claims, allegations, and litigation related to such Third Party Acts, including but not limited to actual losses of Cemetery, incidental expenses, attorney's fees and expenses, deposition expenses, expert witness expenses, court costs, or other costs or expenses of Cemetery as rising out of, related to, or attributable to such claims, allegations, or litigation. This indemnity shall survive the delivery of all merchandise or services related to this agreement. The Lot Owner Parties' successors, receivers, trustees, or assigns shall be bound by this hold harmless and indemnity.

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.

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.

NO PARTNERSHIPS OR AGENCY

Nothing herein contained shall be construed or held to make the Reversionary Owner a partner, joint venture or associate of any third party in the conduct of its business, nor shall any party be deemed the agent of the other; it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of these Rules and Regulations, the contract, and deed.

NO THIRD-PARTY BENEFICIARIES

The parties expressly agree that no other party subject to these Rules and Regulations is intended to obtain any right or interest pursuant to these Rules and Regulations and no such third party shall be entitled to make any claim or obtain any relief on the basis of these Rules and Regulations.

WAIVER OF BREACH

No waiver of any breach of any covenant or agreement herein contained shall not be effective unless in writing executed by Cemetery and shall not operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by any party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it. These Rules and Regulations shall be construed against any such implicit waiver or renunciation of right after breach.

CONSTRUCTION AND ENFORCEMENT

The Rules and Regulations shall be construed and enforced in accordance with the laws of Illinois. Wherever in these Rules and Regulations it is provided that any party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, nor not to perform, as the case may be, such act or obligation.

PARTIES BOUND

These Rules and Regulations shall inure to and be binding upon the parties hereto, their heirs, executors, administrators, trustees, receivers, successors, or assigns.

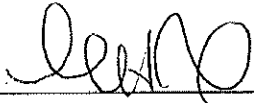
PARAGRAPH HEADINGS

The paragraph headings shall not be treated as a part of these Rules and Regulations or as affecting the true meaning of the provisions hereof.

COMPLETE DOCUMENT

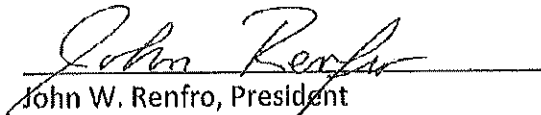
These Rules and Regulations, the Contract, and the Deed, along with the Appendices and Schedules hereto set forth all promises, covenants, agreements, conditions, and understanding between parties hereto with respect to the subject matter hereof and supersedes all prior contemporaneous or oral agreements and understanding, letter agreements, inducements, or conditions, expressed or implied, orally or written, except as herein contained.

Adopted and approved by the Trustees of the Decatur Cemetery Land Company this-10th-day of November 2023.



David H. Goebel, General Manager

Approved:



John W. Renfro, President

**APPENDIX "A" TO THE RULES & REGULATIONS OF
DECATUR CEMETERY LAND COMPANY**

FAIRLAWN CEMETERY MEMORIALS

General:

1. Monuments in all sections are located in the center of the lot, with the exception of certain sections where the monuments will be according to plat plan. This protects the appearance of the cemetery and facilitates mowing and maintenance.
 - a. If a family owns two lots, consisting of at least two spaces in each lot, side by side such as in Section J, the monument privilege is still one (1) monument on each lot; it cannot be classified as one four (4) grave lot, with the monument in the center of the four.
 - b. If a family purchases two (2) center graves out of an eight (8) grave lot, such as in Section R, the monument requirement remains the same as for an eight (8) grave lot. It cannot be reduced to the specification of a two (2) grave lot. The remaining space must be sold with individual markers only. This is to protect the appearance and overall original projected Memorialization plan.
 - c. Exceptions may be made with the approval of the Reversionary Owner or an officer of the Reversionary Owner on a roadside lot where it is odd shape, or the exception would not interfere with the planned symmetry of the section or interfere with maintenance.
 - d. Owners of grave spaces may place a marker only at the head of the space.
2. No marble is permitted.
3. Minimum finish for monuments is polished or axed front of dies and polished or axed top on base.
4. No concrete extensions are permitted on a grave. Only one vase (either located inside the marker or outside the marker) is permitted on a grave.
5. The only style memorials permitted are monuments and flush markers.
6. Only one marker is permitted on a grave. Only one vase (either located inside the marker or outside the marker) is permitted on a grave.

7. In the event there are two interments made in a grave, one full and one cremains; two cremains, one full and one infant burial; two infant burials or two children burials, a double interment (lawn crypt type) marker shall be used. The marker shall be granite or bronze in conjunction with specific regulations for each section.

The only exception would be as follows: If an infant memorial is placed at the head of an adult space prior to August 30, 1982; a single marker may be placed with the adult's name on it. If companion marker is permitted and another adult is to be buried in the next space, then the companion marker may be placed.

8. A vase outside a memorial shall be bronze only. A vase inside a flush marker shall be bronze only. A vase on a monument shall be of natural stone or metal of a quality approved by the management. Vases shall be set at the head of the space. Vases to memorialize more than one single space shall be set at head of spaces, between the memorials.
9. In the event a memorial (marker, monument, memory vase, crypt or niche plate or plaque) is placed to memorialize a person or pet that is not interred, inurned or entombed in the grave space, niche or crypt; the memorial shall state the person is not interred, inurned or entombed. The language stated on the memorial shall be approved by management. Language that may be placed on the memorial: buried elsewhere, buried at sea, scattered over the Rockies.
10. In instances where a 24 x 16 ¾ bronze or 24 x 12 bronze with separate vase has been or is to be installed; such marker may have a granite base conforming to 28 x 22 Gray granite however a granite base is not required.
11. In instances where two (2) 24 x 12 bronze have been or are to be installed with one bronze vase or no vase; such markers may have a granite base conforming to 60 x 16 Gray granite with vase hole in the middle or no vase hole. Vase shall be a standard bronze vase because of space availability. However, a granite base is not required. This is only allowed where companion memorials are allowed.
12. Except for a bronze double interment marker which always require a granite base, granite bases shall not be required with bronze memorials however, a granite base conforming to the cemetery's requirements on a case-by-case basis may be permitted with the consent of management. Granite bases shall be not less than 3" thick nor more than 4" thick.

MEMORIAL SIZES, TYPES, AND MATERIAL PERMITTED IN THE FOLLOWING SECTIONS

Section B Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Monuments

3 or 6 grave lots

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8
- (2) Die 3-0 x 0-8 x 2-0
Base 4-4 x 1-4 x 0-8
- (3) Die 3-6 x 0-8 x 2-0

Base 4-6 x 1-2 x 0-8

- (4) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8

Section BA, BB, BC Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Section BD Cremation Only the following is allowed:

Single:

- (1) 2-0 x 1-0 x 0-4 granite only turned to fit the size of the grave

Section C Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Monuments

6 grave lot (3 and 3 back-to-back) (Monument located in center of 6)

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8
- (2) Die 3-0 x 0-8 x 2-0
Base 4-4 x 1-4 x 0-8
- (3) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (4) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8
- (5) Die 4-0 x 0-8 x 2-0

Base 5-0 x 1-2 x 0-8

- (6) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

12 grave roadside lot

- (1) Minimum Die 4-0 x 0-8 x 2-0
Minimum Base 5-0 x 1-2 x 0-8

Proposed memorial subject to the location, lay out,
and management approval.

Section D Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Monuments

12 grave lot

- (1) Minimum Die 4-6 x 0-8 x 2-2
Minimum Base 5-6 x 1-2 x 0-8

Proposed memorial subject to the location, lay out,
and management approval.

Section E Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Monuments

Replatted Areas:

3 and 4 grave lots

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8
- (2) Die 3-0 x 0-8 x 2-0
Base 4-4 x 1-4 x 0-8
- (3) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (4) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8
- (5) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8
- (6) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

12 grave lot

- (1) Minimum Die 4-0 x 0-8 x 2-2
Minimum Base 5-0 x 1-2 x 0-8

Proposed memorial subject to the location, lay out,
and management approval.

Section G Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Monuments:

6 grave lots

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8
- (2) Die 3-0 x 0-8 x 2-0
Base 4-4 x 1-4 x 0-8
- (3) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (4) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8
- (5) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8
- (6) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

Section H Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Monuments

Replatted Areas:

6 grave lots (3 and 3 back-to-back)

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8
- (2) Die 3-0 x 0-8 x 2-0
Base 4-4 x 1-4 x 0-8
- (3) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (4) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-4 x 0-8
- (5) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8

- (6) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

Section J Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Monuments

Replatted Area on West end:

3 grave lots

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8
- (2) Die 3-0 x 0-8 x 2-0

Base 4-4 x 1-4 x 0-8

(3) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8

(4) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8

(5) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8

(6) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

6 grave lots

(1) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8

(2) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8

(3) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8

(4) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

(5) Die 4-6 x 0-8 x 2-0
Base 5-6 x 1-2 x 0-8

(6) Die 4-6 x 0-8 x 2-0
Base 5-10 x 1-4 x 0-8

12 grave lot

(1) Minimum Die 4-6 x 0-8 x 2-2
Minimum Base 5-6 x 1-2 x 0-8

Proposed memorial subject to the location, lay out,
and management approval.

Section K Only the following is allowed:

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 Bronze on 20 x 28 granite base

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by government
- (2) 24 x 12 Bronze furnished by government

Monuments:

Monuments

Replatted Area on West end:

3 grave lots with monument privilege. **ONLY** east rows have monument privilege

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8
- (2) Die 3-0 x 0-8 x 2-0
Base 4-4 x 1-4 x 0-8
- (3) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (4) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8
- (5) Die 4-0 x 0-8 x 2-0

Base 5-0 x 1-2 x 0-8

- (6) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

8 to 12 grave roadside lots

- (1) Minimum Die 4-0 x 0-8 x 2-2
Minimum Base 5-0 x 1-2 x 0-8

Proposed memorial subject to the location, lay out,
and management approval.

Section L Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Monuments

3 grave lots with monument privilege. **ONLY** east rows have monument privilege.

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8
- (2) Die 3-0 x 0-8 x 2-0
Base 4-4 x 1-4 x 0-8
- (3) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (4) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8
- (5) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8
- (6) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

4 grave lots (front section through lot 89)

- (1) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (2) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8
- (3) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8
- (4) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8
- (5) Die 4-6 x 0-8 x 2-0
Base 5-6 x 1-2 x 0-8
- (6) Die 4-6 x 0-8 x 2-0
Base 5-10 x 1-4 x 0-8

Section M Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Monuments

Replatted Area on West end:

4 grave lots

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8
- (2) Die 3-0 x 0-8 x 2-0
Base 4-4 x 1-4 x 0-8
- (3) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8

- (4) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8
- (5) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8
- (6) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

Larger proposed memorial subject to lot location, lay out, and management approval.

Section N (Garden Of The Cross) Only the following is allowed:

See Plat Book

Single:

- (1) 2-0 x 1-0 x 0-4 gray granite only
- (2) 24 x 12 Bronze with or without vase
- (3) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 gray granite only
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 gray granite only

Veterans:

- (1) 24 x 12 bronze furnished by government

Monuments:

All monuments shall be gray granite
Minimum finish is Polish 3 with family name only
No inscription panels
Style of lettering is optional

3 and 4 grave lots

- (1) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (2) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8

(3) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8

(4) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

Section N (Lots embracing the cross) Only the following is allowed:

See Plat Book. Single and Companion markers are indicated by the lines on the plat.

Three Single Markers - - -

One Companion Marker _____

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Section N (The first tier of monument privilege lots)

Only the following is allowed:

See Plat Book.

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 red granite
- (2) 2-0 x 1-2 x 0-4 red granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 red granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 red granite

Veterans:

- (1) 24 x 12 bronze furnished by government

3 grave lots

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8
- (2) Die 3-0 x 0-8 x 2-0
Base 4-4 x 1-4 x 0-8
- (3) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (4) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8

4 grave lots

- (1) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (2) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8

(3) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8

(4) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

6 grave lots

(1) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8

(2) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

(3) Die 4-6 x 0-8 x 2-0
Base 5-6 x 1-2 x 0-8

(4) Die 4-6 x 0-8 x 2-0
Base 5-10 x 1-4 x 0-8

8 grave lots

(1) Minimum Die 4-6 x 0-8 x 2-0
Minimum Base 5-6 x 1-2 x 0-8

Section N (The balance of Section N) Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze with or without vase
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite

- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 bronze on 20 x 28 granite

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by
- (1) 24 x 12 bronze furnished by government

Monuments

3 grave lots

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8
- (2) Die 3-0 x 0-8 x 2-0
Base 4-4 x 1-4 x 0-8
- (3) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (4) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8

4 grave lots

- (1) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8
- (2) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8
- (3) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8
- (4) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

6 grave lots

- (1) Die 4-0 x 0-8 x 2-0

Base 5-0 x 1-2 x 0-8

(2) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

(3) Die 4-6 x 0-8 x 2-0
Base 5-6 x 1-2 x 0-8

(4) Die 4-6 x 0-8 x 2-0
Base 5-10 x 1-4 x 0-8

8 grave lots

(1) Minimum Die 4-6 x 0-8 x 2-0
Minimum Base 5-6 x 1-2 x 0-8

Proposed memorial subject to the location, lay out,
and management approval.

Section O Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 Bronze on 20 x 28 granite base

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by government
- (2) 24 x 12 Bronze furnished by government

Section S Only the following is allowed:

Proposed memorial subject to the lot location, lay out, and management approval.

Section Z Only the following is allowed:

Companion:

- (1) 4-0 x 1-2 x 0-4 granite
- (2) 44 x 14 bronze
- (3) 44 x 14 bronze on a 48 x 18 granite
- (4) Duplication only on same lot

Single:

- (1) 2-0 x 1-0 x 0-4 granite
- (2) 2-0 x 1-2 x 0-4 granite
- (3) 24 x 12 Bronze
- (4) 24 x 14 Bronze with or without vase
- (5) 24 x 12 Bronze on 28 x 16 granite base
- (6) 24 x 14 Bronze on 28 x 18 granite base
- (7) Duplication only on same lot

Infant:

- (1) 1-4 x 0-8 x 0-4 granite
- (2) 16 x 8 Bronze
- (3) Duplication only on same lot

Double Interment:

- (1) 1-8 x 2-4 x 0-4 granite
- (2) 16 x 24 Bronze on 20 x 28 granite base

Veterans:

- (1) 2-0 x 1-0 x 0-4 granite furnished by government
- (2) 24 x 12 Bronze furnished by government

Monuments

3 or 6 or split lots

6 grave lots may be split— 3 to the east and 3 to the west. Monument privilege on both. This should be indicated on lot owner card and interment order and layout would be made different than if used as 6 grave lot with 1 monument.

- (1) Die 3-0 x 0-8 x 2-0
Base 4-0 x 1-2 x 0-8

- (2) Die 3-0 x 0-8 x 2-0
Base 4-4 x 1-4 x 0-8

- (3) Die 3-6 x 0-8 x 2-0
Base 4-6 x 1-2 x 0-8

- (4) Die 3-6 x 0-8 x 2-0
Base 4-10 x 1-4 x 0-8

- (5) Die 4-0 x 0-8 x 2-0
Base 5-0 x 1-2 x 0-8

- (6) Die 4-0 x 0-8 x 2-0
Base 5-4 x 1-4 x 0-8

Large roadside lots (8, 10, or 12 graves)

- (1) Minimum Die 4-0 x 0-8 x 2-0

Proposed memorial subject to lot location, lay out, and management approval.

Lullabyland Only the following is allowed:

Infant:

- (1) 18 x 9 bronze

Double Interment:

- (1) 9 x 18 bronze

Effective August 30, 2006

Section W Muslim

Marker Restrictions – Granite or Bronze – Individual Markers Only

Granite 2-0 x 1-0 x 0-4 no vase

Granite 2-0 x 1-2 x 0-4 with hole for vase

Bronze 24 x 12 no vase

Bronze 24 x 14 with vase

Granite colors: Black, Dark Gray, Brown, Gray, Red, Rose, Champaign

Interment and Recording:

Grave is to be dug by Graceland/Fairlawn employees and is to be filled in by Mosque men. The decedent's body can be placed in a casket or the body can be placed in a grave without a casket. The decedent's body will be covered by an inverted grave liner with the casket or the body being in direct contact with the ground. The cemetery agrees to open the grave on the same day of notification, if the cemetery is notified by 11 :00 a.m. with the burial to be at 3 :00 p.m. the same day at normal fee for day of interment.

Each grave will allow only one burial.

Grave dimensions are 42 inches in width by 120 inches in length.

Placement of body : Feet to the northwest and the head to the southeast. The body will be laid on their right side facing northeast.

When a casket is purchased for use at a funeral but will not be used for burial, the body will be removed from the casket at the cemetery. The family will be responsible for the disposition of the casket.

Muslim Funeral Plan
Effective August 1, 2006
(Prices subject to change without notice)

Services: There is a set fee of \$1,615.00 per funeral service.

Casket: The casket will be provided Graceland/Fairlawn Funeral Home. It will be an approved by Islamic Casket made of fiberboard with no lining. Casket price is \$350.00 per casket.

Disposal of casket: If the decedent's body is removed from the casket and placed directly into the grave having direct contact with the ground/earth, the disposition of the casket will be the responsibility of the family. Graceland/Fairlawn will dispose of casket for a fee of \$150.00 per casket.

Grave liner: The coverless grave liner will be provided by Graceland/Fairlawn Funeral Home for a fee of \$595.00 each. This fee includes placement of the liner at the cemetery and will ensure that the casket or body is in direct contact with the earth.

Tent and chairs: Tent and chairs will not be provided unless requested by the family. There will be an additional charge.

All burials will take place as soon as possible after the death. If death occurs and notice is given to the cemetery after 11:00 a.m., the burial will take place the following day.

Fairlawn - Section S

When working with a family on an estate in this section: Counselors must coordinate with the Grounds Superintendent as well the Sales Manager and General Manager. The charge for landscaping and plot survey will vary from estate to estate.

(Due to all of the variables, trees, shrubs, gated estates, number of spaces, private mausoleums, etc.....)

Spaces are \$4,950.00 each

There is an eight space minimum per estate.

(Six burial spaces with two spaces designated for either slabs or walls.)

The charges for both landscaping and the plot survey will be billed separately.

(Each estate is landscaped and surveyed on an individual basis.)

The minimum monument size permitted in Section S is as follows:

(Die - 5-6 x 1-0 x 2-6 Base- 7-6 x 2-0 x 1-0)

**APPENDIX "B" TO THE RULES & REGULATIONS OF DECATUR CEMETERY LAND
FAIRLAWN CEMETERY
INSTALLATION SPECIFICATIONS AND STANDARDS**

These specifications and standards in conjunction with these Rules and Regulations are intended to be the guidelines for all third-party licenses with respect to work done within the cemetery. Standards and specifications may not be applicable to licensees in each instance.

A. Protection of Work, Property, and Persons.

1. The Licensee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the installation or digging. The Licensee shall not leave any excavation unattended. The Licensee shall take all necessary precautions for the safety of, and shall provide the necessary precautions for safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees related to the installation or digging and other persons who may be affected thereby, all the work and materials or equipment to be incorporated therein, whether on or off the installation or digging site, and other property at the site, or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities in the course of the installation or digging.
2. The Licensee shall comply with all applicable laws, ordinances, rules and regulations, and orders of any public body having jurisdiction. The Licensee shall erect and maintain, as required by the condition and progress of the installation or digging all necessary safeguards for safety and protection in compliance with the standards of the industry and OSHA. The Licensee shall remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Licensee, his agents, servants, and employees, or anyone directly or indirectly employed by the Licensee as a subcontractor who by, through, or on behalf of Licensee whose acts may result in damage or loss attributable to the fault of the Licensee.
3. By not limiting the generality of the above, it shall be the responsibility of the Licensee to keep equipment on the roadways and easements within the cemetery, and the Licensee shall exercise all reasonable effort and precautions to avoid damage to the improvements in the cemetery.

B. Correction of Work

1. The Licensee shall remove from the cemetery or correct all work rejected by the cemetery management for failure to comply with these specifications and standards, and the

Licensee shall promptly replace and re-execute the installation or digging in accordance with these plans and specifications, without expense to the cemetery, and shall bear the expense of making good all other work destroyed or damaged by such removal or replacement.

2. All removal and replacement work shall be done at the Licensee's expense. In the event the Licensee does not act to remove such rejected work within ten (10) days after written notice, the Reversionary Owner may remove such work, and replace the same, consistent with these Installation Specifications and Standards, all at the expense of the Licensee.

C. Indemnity Related to Subcontractor's Claims.

1. The licensee shall indemnify and save the Reversionary Owner harmless from any claims growing out of the lawful demand of sub-contractors, laborers, workmen, mechanics, materialmen, furnishers of machinery, or equipment, tools, and all suppliers, incurred in the furtherance of the performance of the installation or digging. The Licensee shall, at the cemetery's request, Furnish satisfactory evidence that all obligations of the nature designated above have been paid, Discharged or waived. In the event the Licensee fails to do so, the management, after having notified the Licensee may either pay such unpaid bills, and charge the same back to the Licensee, with reimbursement required until satisfactory evidence is furnished that all the liabilities have been fully discharged. In paying any unpaid bills of the Licensee, it shall be presumed the management was acting in good faith, to protect its interest related to any said mechanic's or material liens.
2. The contractor shall pay all taxes, whether sales or use taxes, and other similar taxes required by the laws of the State of Illinois.

D. Indemnification.

1. The Licensee shall indemnify and hold harmless the Reversionary Owner, its agents, servants, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of, or resulting from the performance of the installation or digging work, provided any such claims, damage or loss or expense is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, and is caused in whole or in part by the negligence or willful act or omission of the Licensee, its agents, servants, and employees, or subcontractors related thereto, and anyone directly, or indirectly employed by any of them or anyone for whose acts any of them may be held liable or responsible.
2. In all claims against the Reversionary Owner, or any of its agents, servants, or employees, by any employee of the Licensee or any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification contemplated herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by, or for the Licensee or subcontractors, as provided under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

E. Guaranty

1. The Licensee shall guarantee all material furnished, and all work performed for a period of one (1) year from the date of completion; (See specific warranty standards in these Rules). The Licensee shall warrant and guarantee that the installation, when completed, is free from all defects due to faulty materials or workmanship, and the Licensee shall promptly make such corrections as may be necessary by reason of such defects, including the repair to other parts of the installation resulting from such defects. The management shall give notice of observed defects within reasonable promptness. In the event the Licensee shall fail to make such repairs, adjustments, or other work that may be necessary by such defects, the management may do so and charge the Licensee the cost thereby incurred. The guaranty contemplated herein shall be in addition to warranties, expressed or implied, as to merchandise delivered to the cemetery, such as quality and grade of stone, outside container or plantings.

F. Miscellaneous Provisions

1. Any plan or method of installation or digging suggested by the management, or other representative of the cemetery, to the Licensee but not specified or required, if adopted or followed by the Licensee, in whole or in part, shall be used at the risk and responsibility of the Licensee, and the management shall not assume the responsibility, therefore.
2. Neither the inspection by the management, or any of the agents, servants, or employees of the cemetery nor the acceptance thereof, in whole or in part of the work by the management, nor any extension of time, nor any possession taken by the management, shall operate as a waiver of the guaranty period, or the warranties contained herein.
3. All materials, labor, tools, equipment, water, power, transportation, temporary construction, or other elements of work shall be provided by the Licensee, as may be necessary to complete the installation or digging. It shall not be the responsibility of the management to provide any aid or assistance, other than to locate and stake the location of the installation.
4. No contract for a marker shall be entered into by a purchaser until both the size and proposed inscription have been submitted to and approved by the management. Monument firms are cautioned to retain a copy of the approved size for their own use, as the copies forwarded to the cemetery office shall be retained for record purposes and comparison with the markers when delivered to the cemetery.
5. The management does not credit or recommend firms, but gives permission for installation or digging in individual cases. Any transaction or arrangement with a firm must be considered a private matter between the individual making arrangements and the firm. The management shall assume no responsibility in such matters.

G. Specifications

1. The dimensions of any memorial shall be governed by the Rules and Regulations of the cemetery. Reference shall be made to the Rules and Regulations of the cemetery, and the Licensee is directed to the specific section Rules and Regulations for size and other criteria.
2. Design, material, and finish of the memorial, including all emblems and insignia, shall be consistent with the Rules and Regulations of the cemetery. Likewise, inscriptions shall be appropriate, and consistent with the Rules and Regulations of the cemetery.
3. Footings for monuments shall be constructed and placed in a workmanlike manner by the Licensee. They shall be made of Portland cement, consisting of at least one part cement, five parts clean, sharp sand or washed gravel or broken stone of a hard nature, mixed with a minimum amount of water for workability. Stone or gravel shall not be larger than one inch cube and no less than one half inch. All footings shall extend to the full size of the monument base and shall be brought to within one inch of the lowest point of grade. The depth of the footings shall be at least thirty inches below the lowest point of the grade. Any memorial taller than 30" or having a base longer than 5' shall have a minimum foundation depth of 36". The excavation shall be inspected and approved by the cemetery, prior to the pouring of concrete. All excess dirt or other materials excavated from the installation site shall be removed by the Licensee from the cemetery.
4. Bronze markers shall have a concrete poured back not less than three inches or not more than four inches thick, with no concrete extension or border around the bronze. Concrete shall consist of one-part concrete and two parts clean, sharp sand. No precast concrete shall be permitted.
5. Markers shall be set on a footing consisting of gravel. They shall be set twelve inches deep so that at least eight inches of footing shall be beneath the marker. Footing shall be tamped and compacted. The marker shall be set and after setting the footing material shall be added to the border up to within one and one-half inches of the surface of the ground. The material shall also be compacted and tamped manually. The border shall then be filled to surface level with good quality topsoil.
6. Dowels of stainless steel or bronze, of size and number shall be required to secure a dye stone to a base, and/or the base of a monolithic monument to its foundation, when in the opinion of the cemetery management, the proportions are such that it otherwise would lack stability and may result in a hazard. Monolithic monuments of narrow designs shall be set in a pocket, precast in the foundation.

H. Delivery and Inspection

1. Upon delivery of the memorial, outside container or nursery planting to the cemetery, it shall be inspected by the management, and shall not be installed if it does not conform to the approved specification. In addition, Licensee shall follow the written

instructions on delivery and installation procedure provided by management.

2. The memorial, outside container or nursery planting shall be removed from the designated installation staging area to the grave or lot over easement areas, on wooden or pipe rollers placed upon plank skids laid on the grass, or by means of pneumatic-tired hand trucks, or specially designed trailers previously inspected and approved by the cemetery. Work shall not be done while the turf is in a soft condition.
3. Licensees shall not be permitted to drive trucks over grassed areas, or to deliver several memorials, outside container or nursery plantings to different locations prior to the installation thereof but shall be required to unload and install each item before they may unload others. All Rules and Regulations contained herein shall; be complied with, and should there be a violation in any case, it shall be brought to the attention of the cemetery management, which reserves the right to refuse permission to such firm to place other work in the cemetery.

I. Digging and Closing Grave

1. All excess soil, grass, or other materials shall be removed from the burial site immediately after opening the grave and shall be stored off the cemetery premises until closing. All graves must be dug, and materials removed not later than 4:30 p.m. the day prior to the committal service.
2. The grave shall be back filled and tamped to ensure that minimal settling shall occur. If necessary, in the opinion of management, water, sand and or pea gravel or any like substance shall be provided by the grave digger and utilized in the back-filling process
3. After closing grave, all excess material shall be removed from the cemetery.
4. All Closings shall commence immediately after the completion of a committal service.
5. The grave digger shall either, in the spring or in the fall (but within six months of the burial), seed or sod the grave with seed or sod approved by management, fertilize and water the same to insure growth. In the event the first seeding or sodding does not take, the grave digger must re-seed or re-sod again within six months. Thereafter, the management shall assume the future responsibility for grave cover.

APPENDIX "C"
Amendments to the Rules and Regulations
Decatur Cemetery Land Company

These specifications and standards in conjunction with these Rules and Regulations are intended to be guidelines for all third-party licensees with respect to work done within the cemetery. Standards and specifications may not be applicable to licensees in each instance.

We are committed to promote an environment of mutual respect between our cemeteries and our lot owners. The following amendments to the Rules and Regulations are now being adopted. All determinations of the amendments of the Rules and Regulations shall be at the sole discretion of the General Manager. The certificate of ownership, the purchase contract, and any amendment thereto shall be the sole agreement between Decatur Cemetery Land Company, Graceland Cemetery, and the owner/purchaser. Any written statement, contracts of any sales agent or other employees shall in no way bind Decatur Cemetery Land Company, Graceland Cemetery until the contracts have been approved by the office manager or General Manager. Decatur Cemetery Land Company, Graceland Cemetery reserves the right to make modifications or amendments to the Rules and Regulations without notice.

Definition:

(A) The Reversionary Owner is now the General Manager.

Memorialization of Graves:

Any modification to these Rules and Regulations for individual markers, companion markers, double interment markers and monuments must be approved by the General Manager. All lots with monument privilege "size to be determined" must be approved by the General Manager. All types of granite allowed. Granite bases can be any color. Companion markers are allowed in all Sections of the cemetery except Valhalla I and Valhalla II. Section B and D can have 62 x 16 granite base under two single bronze markers.

More than one monument per lot, must be approved by the General Manager.

Cameos are allowed on monuments and crypt fronts. The size of cameo to be determined by the General Manager. Cameos are **NOT ALLOWED** flat turf level markers, only carvings.

Infant markers can either be bronze or granite.

(A) The bronze alloy of all memorials shall not be less than 85% copper, not more than 5% tin, 2½ % lead, 15% zinc, all other elements in total not to exceed 1%.

(B) All memorials installed by the Cemetery shall be at the cost of the lot owner. The Cemetery shall assume all responsibility for the proper installation of such memorials. The Cemetery shall not be responsible for any installation by an outside contractor.

(C) If any memorial is placed contrary to these Rules and Regulations or any inscription be placed thereon which is determined by the General Manager or assignees to be offensive, unsightly, dilapidated or a menace to visitors, the General Manager or assignees shall have the right to enter upon said grave and remove the memorial. The Cemetery reserves the right to correct any error that may be made by its employees in the location or placing of a memorial in the Cemetery.

(D) A granite foundation (granite base) may be purchased as an additional item to be placed under a bronze memorial; the granite base can be any color of granite. It must be at least 4" thick and be exposed by 2" on all four sides once the memorial has been installed.

(E) Military Memorials: A 24 x 12 bronze or granite memorial provided by the government is accepted by most, but not all sections of the Cemetery. A veteran's marker can be placed at the foot of the grave, facing the same direction that has an existing memorial. **Exception:** Veteran's markers are not allowed at the foot of the grave in Valhalla I and Valhalla II. The government provides these memorials at no charge to the honorable discharged veteran. The installation charges must be paid when the application is submitted to the Cemetery office. The memorial will not be ordered until the installation charges are paid. the family is responsible for providing the correct information to the government.

(F) Memorials purchased outside of Graceland Cemetery require an approval form to be sent to the Cemetery office. The General Manger or assignees must approve the application. The information required: Name(s), dates, emblems, vase location (if applicable), manufacturer and size. Installation and care fees must be paid in full before marker is received and installed in cemetery. The Cemetery is not responsible for any incorrect data on the memorial(s).

(G) Monument Vases can either be granite, bronze, or aluminum.

Decorations for Mausoleums

Mausoleum flowers are limited to artificial arrangement that are to be placed on a table provided or a properly attached vase on the crypt/niche front with approval from management. The vase on the crypt/niche will be uniform and made of the same material. Only one vase allowed per crypt, unless approved by the General Manager.

The use of adhesives and tape can cause damage to the granite/marble crypt front. Non-approved decorations, which may cause discoloration or other damage can diminish the beauty of the entire mausoleum, affecting the rights of others. Items attached to the crypt front(s) will be removed and the cost of repair will be assessed to the crypt owner or their heirs. No wreaths, pictures, or decorations on an easel re permitted in the mausoleum. **Exception:** Easter, Memorial Day, Mother's Day, Father's Day, and Christmas, but must be removed within a week.

Christmas decorations may be placed on or after December 15th. Arrangements other than cut flowers will be left until the weekend of New Year's Day. (Removal on Monday). Potted plants will be left until they become wilted or unsightly, any plants that are Christmas will be removed by February 1st.

Other holidays (Easter, Memorial Day, Mother's Day, Father's Day) placement of decorations may begin one week prior to the holiday and removed one week after the holiday. For holidays, artificial plants will be permitted. Candles are not allowed inside any of the buildings.

The Superintendent of the Cemetery is charged with the responsibility of removing all decorations that do not conform to the Rules and Regulations.

Any person caught stealing flowers/decorations or doing any vandalism will be prosecuted.

Exceptions and Modifications: Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspension, or modifications in any of these Rules and Regulations.

Amendments: The Cemetery expressly reserves the right, at any time, 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, without notice to the lot owner.