

# **OAKWOOD MEMORIAL GARDENS**

## **Rules and Regulations**

**Revised August 14, 2013**

The following Rules and Regulations have been adopted for the mutual protection of owners of Interment Rights, Entombment Rights and/or Bench Rights in the Oakwood Memorial Gardens Cemetery. All owners of Interment Rights, Entombment Rights and/or Bench Rights and other persons within the Cemetery, and all Interment Rights, Entombment Rights and Bench Rights sold therein, shall be subject to these Rules and Regulations as they now exist and as they may be amended or altered hereafter by the Cemetery in the event the Cemetery, in its sole discretion, deems it advisable to amend or alter these Rules. Any reference to these Rules and regulations in any Purchase Agreement entered into by the Cemetery, or in any Certificate of Interment Rights, Entombment Rights, or Bench Rights issued by the Cemetery shall have the same force and effect as if these Rules and Regulations were set forth in full therein.

The Cemetery expressly reserves the right, at any time and without prior notice to any Owners, to adopt new Rules and Regulations or to amend, modify, or repeal any section, paragraph, or sentence of these rules and Regulations in the event the Cemetery, in its sole discretion, deems it advisable to do so.

### **PURPOSE**

These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights, Entombment Rights and/or Bench Rights within the Cemetery. Their enforcement will help protect the Cemetery, create and preserve its beauty, and provide for the financial stability of Oakwood Memorial Gardens. These Rules and Regulations have been adopted as the Rules and Regulations of the Cemetery, and all Owners of Interment rights, Entombment Rights, Bench Rights visitors and persons performing work within the Cemetery shall be subject to these Rules and Regulations, and all amendments or modifications hereto, as shall be adopted by the Cemetery from time to time.

### **DEFINITIONS**

1.1. The term Bench Right shall mean the right to place a bench on a specified area of ground as permitted by the Cemetery Rules and Regulations.

1.2. Endowment Care Trust Fund (sometimes referred to as the Perpetual Maintenance Trust Fund) is an irrevocable trust fund set aside by Oakwood Memorial Gardens, along with the income therefrom, to provide for the endowment care of the Cemetery.

1.3. The term "Cemetery" shall mean that Cemetery owned and operated by Oakwood University, including any and all real property, buildings, equipment, and other facilities utilized by the Cemetery associated with its operation of the Cemetery.

1.4. The term "Certificate of Conveyance" shall mean the document by which the Cemetery conveys to the Owner the exclusive right of interment in a particular Grave, Garden, Crypt or Niche.

1.5. The term "Contractor" shall mean any person, firm or corporation, other than an employee of the Cemetery or University, engaged in setting any vault, Memorial, monument, bench or other marker or performing any other work on the Cemetery grounds.

1.6. The term "Crypt" shall mean a space in a mausoleum of sufficient size used, or intended to be used, to entomb human remains.

1.7. The term "Entombment" shall mean the placement of human remains in a Crypt.

1.8. The term "Grave" shall mean a Plot of ground within the Cemetery used, or intended to be used, for the Interment of human remains by burial.

1.9. The term "Interment" shall mean the disposition of human remains by burial, Entombment, or inurnment.

1.10. The term "Interment Right" shall mean the particular right to inter the remains of a deceased person in a specific Interment Space within the Cemetery, subject to the limitations set forth herein. An Owner of an Interment Right does not, by virtue of such ownership, acquire ownership of the Interment Space or of any land or improvements within the Cemetery or any other interest in real property whatsoever.

1.11. The term "Interment Services" shall mean the opening and closing of a particular Interment Space in connection with an Interment.

1.12. The term "Interment Space" shall refer to the particular Grave, Crypt, Niche or Lawn Crypt within the Cemetery to which a particular Interment Right relates.

1.13. The term "Inurnment" shall mean placement of cremated human remains into a Niche.

1.14. The term "Lawn Crypt" shall mean a preplaced, below-ground chamber, either side-by-side or at multiple depths, covered by earth and sod.

1.15. The term "Memorial" shall mean (a) a monument, tombstone, Grave marker, tablet or headstone identifying a Grave or Graves; or (b) a nameplate or inscription identifying a Crypt or Niche.

1.16. The term "Niche" shall mean a space used, or intended to be used, for inurnment of cremated human remains.

1.17. The term "Outer Burial Container" shall refer to the rigid outer container used to surround a casket or a cremated remains container, and shall include the products commonly known as vaults and Grave liners.

1.18. The term "Owner" shall mean the owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery's records.

1.19. The term "Plot" shall mean a space within the Cemetery used, or intended to be used, for the Interment of human remains. The term includes and applies to one or more adjoining Graves, one or more adjoining Crypts, or one or more adjoining Niches.

1.20. The term "Purchase Agreement" shall mean that written contract between the Cemetery and a purchaser pursuant to which the Cemetery agrees to sell and the purchaser agrees to buy Interment Rights in the Cemetery and/or other related goods and services.

## **OWNERSHIP OF INTERMENT RIGHTS**

2.1. Interment Rights within the Cemetery shall be used for no purpose other than for the Interment and/or memorializing of human remains.

2.2. A Certificate of Interment Rights shall be issued to each Owner upon full payment of the Purchase Agreement by which such Interment Right was acquired. Every Interment Right shall be subject to (a) all applicable laws and governmental regulations; (b) the Articles of Incorporation and other documents establishing the Cemetery; and (c) all Rules and Regulations adopted by the Cemetery presently in force or as may hereafter be amended or adopted, even though such future amendments are not set forth herein. The Certificate of Interment rights, Purchase Agreement and these Rules and Regulations, and any amendments hereto, shall constitute the sole agreement between the Cemetery and the Owner, and no statement of any sales agent or other Cemetery employee to the contrary shall bind the Cemetery.

2.3. The person(s) identified as "Purchaser(s)" in the Purchase Agreement shall be presumed to be the Owner of the Interment Right specified in the Purchase Agreement unless the Cemetery approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended. All Interment Rights conveyed to individuals by the Cemetery shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Interment Rights.

2.4. Upon the receipt of (a) an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, and (b) all applicable transfer fees charged by the Cemetery related to revising its records to reflect any change and/or transfer of ownership in Interment Rights, the Cemetery shall revise its records to reflect ownership of Interment Rights in accordance with such Order.

2.5. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment rights shall descend to the heirs in accordance with the laws of descent and distribution of Alabama subject to the Interment rights of the deceased and his or her surviving spouse. Where such a transfer of ownership results in multiple Owners of any Interment Rights, each co-Owner shall have the right to be interred in any Interment Space of the co-Owners which has not been used at the time of that co-Owner's death, and the consent of the other co-Owners shall not be required for any such Interment; however, no co-Owner may convey an Interment Right, or authorize the Interment of anyone other than a co-Owner, without the consent of all other co-Owners of that Interment Right.

2.6. Upon the death of a co-Owner of Interment Rights, all remaining, unused Interment Rights shall immediately vest in the surviving co-Owner(s), subject to the vested Interment Right of the deceased co-Owner.

2.7. In the event Interment Rights are owned by more than one individual, the co-Owners may designate one or more persons authorized to make decisions regarding the use of such Interment Rights including Interments, Memorials, and all other decisions related to and/or incident to the use of the Interment Rights. Any such designation shall be made in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall be entitled to, and shall not be liable for, acting on any direction of any co-Owner, provided no other co-Owner has notified the Cemetery, in writing, of an objection prior to the Cemetery's acting on such direction. Any such written objection shall be on a form provided by the Cemetery for such purposes or otherwise in a form acceptable to the Cemetery.

2.8. No transfer or assignment of any Interment Right shall be valid prior to the issuance of a Certificate of Interment Rights by the Cemetery which occurs upon payment in full of the amounts due and owing under the Purchase Agreement by which such Interment Rights are acquired.

## **SUPERVISION OF THE CEMETERY**

3.1. The Cemetery reserves the right to compel all Owners of Interment Rights or other persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery as well as all applicable governmental laws, rules and/or regulation. The Cemetery expressly reserves the right, at any time, with or without prior notice to Owners of Interment Rights, to adopt new rules and regulations or to amend, modify, or repeal any section, paragraph, or sentence of these rules and regulations if, in the sole discretion of the Cemetery, it is determined that such modification of the rules is advisable.

3.2. The Cemetery reserves and shall have the right to correct any errors which may occur in performing Interments, disInterments, sales of Interment Rights or related goods and services, transfers and/or conveyances of Interment Rights. In the event an error may occur, the Cemetery shall have the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) as may be selected by the Cemetery. Alternatively, the Cemetery, in its sole discretion, may refund the amount of money paid on account of the purchase of the Interment Rights, merchandise and/or services to which the error relates. In the event such error shall involve the Interment of the remains of any person in an incorrect location, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to the correct location or to a similar location of comparable value, as may be selected by the Cemetery. The Cemetery and Owners of Interment Rights agree and acknowledge that the Cemetery shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this paragraph.

3.3. The Cemetery reserves the right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a section or sections thereof, from time to time, including the right to modify or change the locations of, or remove or regrade features, roads, drives, trees, shrubs, flowers, landscaping, lot markers and walks. The Cemetery further reserves the right to lay, maintain, operate, alter or change pipelines or gutters for sprinkling systems, drainage and lakes as well as the right to use the Cemetery property, not sold to Owners, for Cemetery purposes, including the interring and preparing for Interment of human remains or cremains, or for anything necessary, incidental or convenient thereto.

3.4. The Cemetery shall have sole and exclusive authority with respect to the planting, sodding, surveying and improvements within the Cemetery.

3.5. No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the Cemetery without written authorization issued by the Cemetery management, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity as well as any other requirements which may be imposed by the Cemetery upon such persons prior to the commencement of such work.

3.6. In the event any tree, shrub or plant, by means of its roots, branches, or otherwise, becomes detrimental to the Interment Space upon which it stands or to any adjacent Interment Spaces or avenues, or if for any other reason its removal is deemed advisable, the Cemetery management shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as, in its judgment, it deems best. In the event of any such removal, the Cemetery shall have no obligation to replace the removed tree, shrub or plant.

## **SALE AND TRANSFER OF INTERMENT RIGHTS**

4.1 The sale or transfer of any Interment Right by any Owner shall not be binding upon the Cemetery unless such sale or transfer shall first be approved in writing by a duly authorized representative of

the Cemetery and is in accordance with these Rules and Regulations. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. The Cemetery shall make available to Owners, upon request, necessary forms to effectuate any sale or transfer of Interment Rights which the Cemetery approves.

4.2. Any and all transfers of any Interment Right, whether same be by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which now exist or which may be hereafter enacted or amended. All transfers of ownership shall be subject to a transfer fee as posted in, or available from, the Cemetery office, and which fee must be paid to the Cemetery and received when the transfer is recorded in the Cemetery's records. No transfer shall be effective until all transfer fees are paid and the Cemetery has been provided with the forms necessary to effectuate the transfer.

4.3. The subdivision of Interment Rights or partition of Interment Spaces is not allowed without the written consent of the Cemetery. No conditional or partial transfer of Interment Rights and no sale or conveyance of an undivided interest therein, is permitted except to a person or persons who are already co-Owners of the Interment Rights involved.

4.4. All agreements for the purchase of Cemetery Interment Rights, (regardless of whether such Interment Right is a burial right, Entombment Right or Bench Right) must be on forms approved and signed by an authorized representative of the Cemetery.

4.5. The Cemetery may, at its option, accept exchanges of Interment Rights when desired by Owners, subject to prior written approval of an authorized representative of the Cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery and/or the Owner shall provide such other documentation as the Cemetery may require. The Cemetery reserves the right to charge a fee for any such exchange.

4.6. Removal of interred, entombed or inurned remains by heirs, Owners or any other person having an interest in any Interment Rights, for the purpose of reselling the Interment Rights, is prohibited unless express written permission is first obtained from the Cemetery.

4.7. Interment Rights shall be purchased solely for the purpose of personal or family Interment or the Interment of the person designated in the Purchase Agreement or Certificate of Interment Rights, and not for purposes of speculation. The demand for, or receipt of, any compensation by an Owner for allowing Interment in an Interment space with respect to which the Owner owns Interment Rights is prohibited.

4.8. The Cemetery shall not be obligated to honor or abide by any agreement or provision contained in any Purchase Agreement, Certificate of Interment Rights or other document which limits or restricts the sale, use or ownership of Interment Rights in the Cemetery, or a particular section thereof to persons of a particular race, religion or national origin, if the Cemetery's management, in its sole discretion, believes in good faith upon advice of legal counsel that such restriction is contrary to applicable law.

## **INTERMENT REGULATIONS**

5.1. All Cemetery charges and fees for Interment services, Interment Rights and care and maintenance must be paid in full before an Interment is made in a particular Interment Space within the Cemetery. All fees for disInterment must also be paid in advance.

5.2. Subject to the provisions of paragraph 5.3 below, the Cemetery must be provided with a minimum of 24 hours advance notice before an Interment can be performed. Exceptions will be made only in cases of death from contagious disease or when so ordered by the authorized representatives of the Cemetery.

5.3. The Cemetery may postpone or reschedule a graveside or other Interment service if, in the opinion of the Cemetery's management, too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the Cemetery (including, but not limited to, work stoppage, work slowdown or strike by a labor union), or because such Interment must be delayed due to government intervention.

5.4. Prior to permitting any Interment or disInterment within the Cemetery, the Cemetery shall require the written authorization duly executed by the Owner(s) of the Interment Rights (subject to the provisions of Section 2 above involving co-ownership of Interment Rights), the next-of-kin of the deceased or their respective authorized representative(s). Such authorization shall be on forms provided by the Cemetery. The written authorization may be forwarded to the Cemetery by facsimile transmission if it has been signed before a notary public. If it is not possible to have the authorization notarized, the authorization may be accepted if accompanied by some form of positive identification (for example, a driver's license). Upon receipt of such authorization, the Cemetery shall be entitled to rely upon the directions received from such person and shall be entitled to act upon such directions. The Cemetery shall not be liable for actions taken at the direction of one providing authorization in the event it is later determined that such person was not, in fact, authorized and/or that someone else was entitled to direct the Cemetery with regard to the Interment.

5.5. As a condition to performing any disInterment, and in addition to receipt of all applicable charges associated with the performance of this service, the Cemetery shall require written authorization signed by the Owner and the deceased's next-of-kin or their respective authorized representative on a form provided by the Cemetery. All disInterments must be conducted in accordance with state and local law.

5.6. The Cemetery shall exercise due care in making disInterments, but shall assume no liability for damage to a casket, outer burial receptacle, or urn in making a disInterment in accordance with written instructions of the Owner or his duly authorized representative (s). When a disInterment is to be made from one Grave to another Grave within the Cemetery, and an Outer Burial Container was not used for the original Interment, an Outer Burial Container meeting the Cemetery's specifications shall be required for the re-Interment and must be furnished by the Owner or next-of-kin.

5.7. Unless specifically authorized in writing by the Owner and next-of-kin or their respective authorized representative (s) and the Cemetery, each Interment Space shall be used to inter the human remains or cremains of only one individual. In the event the Cemetery elects to allow the Interment of the human remains or cremains of more than one individual in a particular Interment Space, the Cemetery shall charge a separate fee for each Right of Interment in a particular Interment Space as well as a separate fee for each Interment Service performed.

5.8. If no prior provision has been made for an Interment Space for the human remains or cremains of a particular individual the Cemetery assumes no obligation to accept or provide temporary placement for same. A local funeral home must be contacted by an authorized family representative to hold the remains until arrangement has been arranged with the Cemetery for interment.

5.9. The scattering or placement of cremated remains shall be permitted only in designated sections of the Cemetery, if any, and upon the prior written approval of the Cemetery and shall be subject to the payment of all applicable Cemetery fees and in compliance with all applicable laws.

5.10. All Interments and disInterments within the Cemetery shall be performed only by authorized Cemetery personnel.

5.11. The Cemetery may require that all persons attending an Interment or disInterment remain at a safe distance (as determined by the Cemetery) from the Interment Space during the Interment or disInterment process.

5.12. The Cemetery relies, and shall be entitled to rely, upon the identification of the deceased provided by the next-of-kin or authorized representative, and shall have no obligation to independently establish or verify the identity of the remains to be interred or cremated.

5.13. The Cemetery shall not be liable (legally or financially) for any delay in Interment (i) where a protest to the Interment has been made, or (ii) which results from noncompliance with the Rules and Regulations of the Cemetery. Securing a holding place for the remains is solely the responsibility of the deceased's family.

## **GENERAL RULES**

6.1. No dogs or other domestic animals shall be permitted in the Cemetery unless they are leashed. The person(s) bringing the animal onto the Cemetery property shall be responsible for any and all damage of whatever type or nature caused by the animal.

6.2. The possession or consumption of illegal drugs or alcoholic beverages within the Cemetery is strictly forbidden.

6.3. Unless the Cemetery has designated specific gardens or other areas within the Cemetery where such items are permissible, no boxes, shells, toys, shepherd hooks, flowers pots, glassware, sprinkling cans, receptacles, or similar items (other than vases which meet the Cemetery's specifications and which have been placed with the Cemetery's permission) will be permitted to be placed on any Interment Space or elsewhere within the Cemetery. The Cemetery reserves the right to remove any such items and to charge a fee for the removal of such items. In the event the Cemetery removes such items, such items shall be deemed to have been abandoned and the Cemetery shall have the right to dispose of such items in any manner it deems appropriate and shall not be liable in any respect for the removal and/or disposal of such items.

6.4. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near Interment Spaces or elsewhere in the Cemetery.

6.5. No benches, chairs or like items shall be permitted to be brought onto Cemetery property without the prior written approval of the Cemetery.

6.6. No person shall be permitted to enter or leave the Cemetery except by the public entrance(s), which will be open during such hours as the Cemetery establishes. The Cemetery shall have the right to change the hours where entrance into the Cemetery is permitted or prohibited.

6.7. Any person entering the Cemetery other than during the hours established by the Cemetery for such purposes without prior authorization from the Cemetery will be considered to be trespassing upon Cemetery property.

6.8. Upon entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly authorized representative of the Cemetery.

6.9. Automobiles shall be driven through the Cemetery grounds at a safe speed, and shall always be driven on the right side of the Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways, and are not allowed to park or to come to a full stop in front of an open Grave, unless in connection with a graveside service.

6.10. All floral decorations, whether natural or artificial, shall be subject to the Cemetery's written policies concerning same as are posted or on file and available for inspection in the Cemetery's office. The Cemetery shall have the right to remove all floral decorations (artificial or natural), flowers, weeds, trees, shrubs, or plants of any kind, including the containers, stands or the like in which or upon which such are contained and/or displayed, from the Cemetery when, in the sole judgment of the Cemetery, they become unsightly or diseased, or if they do not conform to the Cemetery's policies. In the event the Cemetery removes such items, such items shall be deemed to have been abandoned and the Cemetery shall have the right to dispose of such items in any manner it deems appropriate and shall not be liable in any respect for the removal and/or disposal of such items. The following items are specifically not allowed: Wooden Crosses, pin-wheels, glass vases or jars, statues, shells, lights, marble chips, stones, mulch, planters, fencing, edging, dividers, or bric-a-brac of any description shall be permitted on the grounds or affixed to monuments.

6.11. No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.

6.12. Except where otherwise expressly permitted by the Cemetery, all persons are strictly forbidden to fish, hunt, or to feed or disturb the fish, fowl, or other animals within the Cemetery.

6.13 The Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over Interment Spaces for the purpose of passage to and from other Interment Spaces. Except as may be necessary to gain access to other Interment Spaces within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roads provided. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker, bench, monument or Memorial or in any way deface the grounds of the Cemetery. The use of electrical or motorized equipment by Owners or visitors (such as lawn mowers, weed trimmers, hedge trimmers or the like) is prohibited unless authorized by the Cemetery. Motor Vehicles of any kind are restricted to the Cemetery roadways and are not permitted on the burial grounds of the Cemetery without prior authorization from the Cemetery.

6.14. No trees, shrubs or other plants may be planted by anyone other than Cemetery personnel without prior written permission from the Cemetery. In the event any such planting is permitted, the Cemetery reserves the right to perform whatever maintenance it deems necessary to preserve the appearance of the Cemetery, including complete removal of the tree, shrub or plant if, in the opinion of the Cemetery, the tree, shrub or plant should become unsightly or for any other reason the Cemetery deems removal advisable. The Cemetery reserves the right to charge a fee for permitting the planting of any kind.

6.15. No person other than those employed by, or acting at the direction of the Cemetery, shall remove any growing plant or flower, either wild or cultivated, from any part of the Cemetery.

6.16. Visitors and Owners may not hire Cemetery employees nor pay them any monies to perform any services whatsoever related to the operation of the Cemetery.

6.17. The Cemetery grounds are sacredly devoted to the burial of the human dead and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and/or violations of these Rules and Regulations.



6.18. No person or persons, other than law enforcement authorities or Cemetery security personnel, shall be permitted to bring or carry firearms within the Cemetery. Upon prior approval by the Cemetery, the Cemetery will permit a military guard of honor in the charge of a military officer to use firearms during the performance of a military service.

### **OUTER BURIAL CONTAINERS, MEMORIALS, FOUNDATIONS AND INSTALLATION**

7.1. All ground Interments made within the Cemetery shall require an Outer Burial Container acceptable to the Cemetery. In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the type, size, design, quality and material of all Outer Burial Containers, Memorials, Monuments and foundations which are placed in the Cemetery.

7.2. The Cemetery has established installation requirements for the installation of Outer Burial Containers, Memorials and Monuments. All installations performed within the Cemetery must fully comply with these requirements. The Specifications for Outer Burial Containers, Memorials, Monuments and Benches prescribed by the Cemetery are available upon request. All Outer Burial Containers, Memorials, Monuments and Benches placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. Written approval by an authorized representative of the Cemetery must be secured before any Outer Burial Container, Memorial Monument or Bench may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any Outer Burial Container, Memorial, Monument, Bench, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect. The Cemetery also reserves the right to specify the date and time for an installation by a Contractor. In order to promote the lasting beauty and good repair of the Cemetery, all Memorials, Monuments or Benches placed in the Cemetery shall be supported by a proper foundation. To ensure uniformity within the Cemetery, the Cemetery shall supervise \_\_\_\_ the construction or installation of all foundations for the support of Monuments, Memorials, Benches or other markers.

7.3. No Outer Burial Container, Memorial, Monument or other marker shall be placed on or removed from the Cemetery without the prior written authorization of the Owner of the particular Interment Space, the deceased's next-of-kin, or their respective authorized representative (s), except if and to the extent necessary for purposes of routine maintenance and landscaping. Upon receipt of such authorization, the Cemetery shall be entitled to rely upon the directions received from such person and shall be entitled to act upon such directions. The Cemetery shall not be liable for actions taken at the direction of one providing authorization in the event it is later determined that such person was not, in fact, authorized and/or that someone else was entitled to direct the Cemetery with regard to the placement or removal of the Monument or other Marker.

7.4. All Cemetery charges and fees for Interment Rights, Memorials, Endowment or perpetual care, foundation, Memorial installation inspection fee and other applicable charges and fees must be paid in full before any Memorial or foundation may be placed on any Interment Space within the Cemetery. Any Memorial which is placed prior to full payment of all such charges may be removed by the Cemetery if full payment is not made within ten days of demand thereof. The Cemetery reserves the right to charge a fee to the person(s) to whom demand for payment was made in the event it removes a Memorial after demand for full payment as set forth in this paragraph.

7.5. In the event an Outer Burial Container, Memorial, foundation or other object is placed or constructed in the Cemetery without the authorization of the Cemetery, the Cemetery reserves and shall have the right, to remove such unauthorized object(s). The Cemetery reserves the right to charge a fee for removing the unauthorized object(s) to the person(s) responsible for placing the unauthorized object(s) in the Cemetery.

7.6. The Cemetery reserves and shall have the right to correct any error that may be made in the location of an Interment Space or placing of an Outer Burial Container, Memorial, Monument, Bench or other embellishment within the Cemetery. The Cemetery shall also have the right to correct any inscription errors, including an incorrect name or date either on a Memorial, nameplate, urn, or other item. The Cemetery, including its officers, employees, and/or agents, shall have no liability as a result of any error of the type described in this section, other than the obligation to correct it.

7.7. The Cemetery shall not be responsible for defective workmanship or defective materials of Outer Burial Containers, Memorials, monuments or other embellishments when those defects were caused or created by the manufacturer of such products, or by the actions of an independent contractor and not by the actions of the Cemetery.

7.8. Owner acknowledges that the Cemetery is divided into separate sections or "gardens" and that certain sections or "gardens" of the Cemetery have been restricted to designated types of Memorials, monuments, benches or other markers. Owner further acknowledges that these restrictions are reasonable and necessary to promote and protect the beauty of the Cemetery. The Cemetery shall have the right to designate the type(s) of Memorials, monuments, benches or other markers available for use within each section or "garden" and to prohibit other types of Memorials, monuments, benches and/or other markers from being placed in each section or "garden." The Cemetery shall be entitled to modify such designations from time to time if, in the sole discretion of the Cemetery, it is determined that such modifications are advisable. The Cemetery further shall have the right to determine, in its sole discretion, the manner in which each section or "garden" is best maintained. Information concerning Memorials, Memorial structures, Memorial specifications and other embellishments is available in the office of the Cemetery.

7.9. In addition to the Right of Interment, the Cemetery also offers Bench Rights as defined above. The Cemetery reserves the right to prohibit the placement of Memorial Benches or to restrict such Benches to certain areas of the Cemetery. No Bench may be placed which, in the opinion of the Cemetery, is unsightly or injurious to the appearance of the surrounding area. Every Bench shall have a suitable foundation, as determined by the Cemetery. The Cemetery reserves the right to remove any bench which does not comply with this section.

7.10. Only one Memorial, monument or other marker may be placed on any one Interment Space, except with the express written permission of an authorized representative of the Cemetery. No Memorial, monument or other marker may be placed to embrace two or more Interment Spaces except as may be specifically authorized by the Cemetery. All Memorials, monuments or other markers shall be set on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery. All Memorials must be installed on a concrete foundation which shall be provided by the Monument Company. All bronze flat Memorials must be installed upon a granite base. No burial slabs are allowed.

7.11. If any Memorial, structure, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves and shall have the right to (a) refuse to authorize the placement of such Memorial or object; or (b) if already in place, the Cemetery shall have the right to remove, change or correct, at the Owner's expense, any such offensive or improper Memorial, object or inscription.

7.12. Should any Memorial, monument or other marker become unsightly, dilapidated or a nuisance, the Cemetery shall have the right to repair the Memorial or, at its option, to remove and replace same. The cost of any repair, removal or replacement shall be paid by the Owner of the Interment rights. All memorials, monuments, or other markers are the private property of the owner of the Burial Rights. OMG is not responsible for the care, maintenance, or repair of these structures under any circumstances.

7.13. Except as otherwise provided herein, no Memorial, monument or other marker may be removed from an Interment Space within the Cemetery, without the prior written consent of the Owner or, if the owner is deceased, then the next-of-kin of the deceased, or their respective authorized representative (s). Any such removal shall be made in accordance with the applicable requirements of the Cemetery relating to installation and removal of Memorials. Upon receipt of such authorization, the Cemetery shall be entitled to rely upon the directions received from such person and shall be entitled to act upon such directions. The Cemetery shall not be liable for actions taken at the direction of one providing authorization in the event it is later determined that such person was not, in fact, authorized and/or that someone else was entitled to direct the Cemetery with regard to the placement or removal of the monument or other marker. The Cemetery reserves the right to charge a fee associated with the removal of a Memorial, monument or other marker from an Interment Space. The Cemetery shall not be responsible or otherwise liable for the unauthorized removal of a Memorial, monument or other marker.

7.14. All applicable Cemetery fees relating to Outer Burial Containers and Outer Burial Container installation must be paid and received prior to the installation of any Outer Burial Container in the Cemetery unless the Cemetery has specifically agreed otherwise in writing. A schedule of the current Cemetery fees is available in the office of the Cemetery.

7.15. There shall be submitted to the Cemetery for approval a blueprint, sketch or other adequate description of each Memorial, monument or other marker to be installed in the Cemetery specifying material, size, inscription, and name of manufacturer prior to receiving authorization to place any Memorial, monument or other marker within the Cemetery.

7.16. The Cemetery reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations have not been made, or when tools and machinery are insufficient or defective or when work is being executed in such a manner as to threaten life or property, or when any reasonable request on the part of the Cemetery has been disregarded, or when work is not being executed according to the Cemetery's specifications and installation requirements.

7.17. The Cemetery reserves and shall have the right but not the obligation to inspect the completed installation of any Memorial, monument, marker or Outer Burial Container performed by Contractor(s) to ensure that the installation was performed completely and in accordance with the Cemetery's specifications and installation requirements. Should the Cemetery determine that the installation was not completed or properly performed, it shall notify the Contractor and require that any deviations from the specifications and installation requirements of the Cemetery be expeditiously corrected. If any deviation is not immediately corrected, the Cemetery may make such corrections and charge the Owner for such remedial work. If it is not possible or practical to correct the deviation, the Cemetery may, in its discretion, remove the installation. Any Contractor who willfully violates the rules and regulations, specifications or installation requirements of the Cemetery shall be prohibited from performing any further work in the Cemetery.

7.18. The Cemetery shall not be responsible for any defects in material or defects in workmanship, errors or omissions relating to Outer Burial Containers, Memorials, monuments or other markers which were purchased from and/or installed by persons or entities other than the Cemetery.

7.19. Prior to performing any work within the Cemetery, Contractor(s) must execute and deliver to the Cemetery an Indemnification Agreement in the form prepared by the Cemetery which is available in the Office of the Cemetery.

7.20. The Cemetery expressly reserves and shall have the right to inspect the completed installation of Outer Burial Containers, Memorials, monuments, benches or other markers installed by independent Contractors.

## **CARE AND MAINTENANCE**

8.1. All care and maintenance performed within the Cemetery (including, but not limited to, all landscaping, grading or improvement of any kind) shall be performed by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise expressly granted, in writing, by the Cemetery. The Cemetery may grant such written permission to an outside landscaping Contractor to perform landscaping services for an Owner, provided such Contractor and such work comply with the requirements and specifications on file in the Cemetery's office and provided such work is not otherwise objectionable to the Cemetery. Any such Contractor shall also be required to comply with Section 7.20 of these Rules and Regulations.

8.2. Care and maintenance does not include maintenance, repair or replacement of any Memorial, monument, bench, mausoleum, Crypt, niche or other marker under any circumstances. The Cemetery may, in its discretion, elect to effectuate the repair or replacement of buildings, structures or other property when the damage is caused by vandals, thieves, acts of nature, common enemy, riots, or by the order of any military or civil authority, or acts beyond the control of the Cemetery. In the event the Cemetery elects to effectuate such repairs, it shall not incur any liability whatsoever to any Owner related to the manner in which such voluntary repairs were performed.

## **MAUSOLEUM REGULATIONS**

9.1. No Entombment shall be made in any above ground Crypt unless the remains of the deceased to be entombed therein have been embalmed; provided however, that the Cemetery may, in its sole discretion, authorize the Entombment of non-embalmed human remains provided the casket containing such remains is to be placed in, and entombed in, an outside container acceptable to the Cemetery, which container is constructed and designed to resist the leakage of body odors and fluids as represented by the manufacturer. The cost of said container shall be the responsibility of the person(s) arranging for the Entombment. The Cemetery reserves the right to charge an additional fee associated with the Entombment of non-embalmed human remains.

9.2. Except as may be provided for in the Cemetery Flower Policy or other applicable Cemetery policies, Mausoleum Crypt decorations shall be limited to such decorations as may be placed in permanent vases. The use of decorations which are either placed on the floor, or upon free-standing easels, or on wrought iron stands, or which are attached directly by wire, tape, glue or such other similar method, is strictly prohibited without prior written authorization from the Cemetery. In the event the Cemetery is required to remove prohibited materials of any kind from the mausoleum, the Cemetery reserves the right to charge a removal fee for its efforts in ensuring compliance with these Rules.

9.3. Unless otherwise expressly authorized by the Cemetery, any lettering or crypt plaques used on, or affixed to, any Crypt or Niche, must be inscribed on the marble plates which are provided. All fittings, adornments, urns, inscriptions, and name plates for Crypts or Niches must be approved by the Cemetery.

9.4. All remains entombed in mausoleums shall be in a casket or alternative container acceptable to the Cemetery. The Cemetery may, in its sole discretion, require that mausoleum Entombments be in a casket or alternative container, or other container approved by the Cemetery, which is constructed and designed to be resistant to the leakage of fluids and odors as represented by the manufacturer.

## **CASKETS AND ALTERNATIVE CONTAINERS**

10.1. All ground Interments shall be made in caskets or alternative containers. All such caskets or alternative containers shall be constructed from at least three-quarter inch (3/4") thick particle board of sufficient strength to support the weight of an adult human body. Alternatively, caskets or alternative containers constructed from cardboard, corrugated fiberboard, pressed paper or similar materials may be used provided such caskets have been approved by the Cemetery upon receipt of satisfactory proof from the manufacturer that such casket has been adequately tested and shown to be of sufficient strength to support the weight of an adult human body.

## **MODIFICATIONS AND AMENDMENTS**

11.1. The Cemetery hereby reserves the right, at any time or times, with or without notice to Owners, at such time the Cemetery, in its sole discretion deems it advisable, to adopt new Rules and Regulations or to amend, alter and/or repeal same at any time. A copy of the Rules and Regulations, and any amendments thereto, shall be made available for inspection upon request at the Cemetery office.

11.2. In the event circumstances arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship, the Cemetery reserves the right, without notice, to make exceptions, suspensions, or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable. Any such temporary exceptions, suspension or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.

Updated 1-29-2013

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