

# RULES AND REGULATIONS

Revised June 15, 2022

## *Hillcrest Memorial Park*

945 N.E. Hillcrest Drive

Grants Pass OR 97526

The following Rules and Regulations have been adopted for the mutual protection of owners of Interment Rights in the Cemetery. All owners of Interment Rights and other persons within the Cemetery and all Interment Rights sold therein shall be subject to these Rules and Regulations as they now exist, and as same may reasonably hereinafter be amended or altered by the Cemetery. Any reference to these Rules and Regulations in any purchase agreement entered into by the Cemetery, or in any Certificate of Interment Rights or Deed issued by the Cemetery, shall have the same force and effect as if 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 article, section, paragraph, or sentence of these Rules and Regulations.

The Management of Hillcrest Memorial Park

## DEFINITIONS

1. The term “Endowment Care” shall mean the general care and maintenance of developed portions of a cemetery and memorials erected thereon financed from the income of a trust fund established and maintained pursuant to the provisions of ORS 97.810 to 97.865.
2. The term “Special Care” is any care in excess of endowed care in accordance with the specific directions of any donor of funds for such purposes.
3. The term “Cemetery” means any place dedicated to and used, or intended to be used, for the permanent interment of human remains. It shall also mean that cemetery named on the cover page of these Rules and Regulations.
4. The term “Burial Park” means a tract of land for the burial of human remains in the ground used, or intended to be used, and dedicated for cemetery purposes.
5. The term “Human Remains” or “Remains” means the body of a deceased person in any stage of decomposition or after cremation.
6. The term “Certificate of Interment Rights” shall mean the document, such as a deed, by which the Cemetery conveys to the owner the exclusive right of sepulture in a particular grave, lawn crypt, crypt or niche.
7. The term “Mausoleum” means a structure for the entombment of human remains in crypts, or niches in a place used, or intended to be used, and dedicated for cemetery purposes.
8. The term “Columbarium” means a structure or room containing niches for permanent inurnment of cremated remains in a place used, or intended to be used, and dedicated for cemetery purposes.
9. The term “Contractor” shall mean any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the Cemetery grounds, other than an employee of the Cemetery.
10. The term “Crypt” means a space in a mausoleum of sufficient size used, or intended to be used, to entomb uncremated human remains.
11. The term “Entombment” means the placement of human remains in a crypt.
12. The term “Grave” means a space of ground in a burial park used, or intended to be used for burial of the remains of one person.
13. The term “Lot, Plot or Burial Space” means a space in the Cemetery owned by one or more individuals, an association or fraternal or other organization and used, or

intended to be used for the permanent interment therein of the remains of one or more deceased persons. The terms include and apply with like effect to one, or more than one, adjoining grave, crypt, vault or niche.

14. The term “Interment” means the disposition of human remains by burial, entombment or inurnment.
15. The term “Interment Right” shall mean the right to inter the remains of a deceased in the Cemetery subject to the limitations referenced herein. An Interment Right is a license or easement right to interment in a specific interment space.
16. The term “Inurnment” means placement of cremated remains into a niche.
17. 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.
18. The term “Niche” means a space used, or intended to be used, for inurnment of cremated human remains.
19. The term “Owner” shall mean the owner of the Interment Right or Rights within the Cemetery.
20. The term “Outer Burial Container” shall refer to a concrete, polypropylene, metal, fiberglass or other rigid outer burial receptacle.
21. The term “Cemetery Authority” includes cemetery corporation, association, corporation sole or other person or persons owning or controlling cemetery lands or property.
22. The term “Cemetery Association” means any corporation or association authorized by its articles to conduct any or all the businesses of a cemetery, but does not include a corporation sole or a charitable, eleemosynary association or corporation.
23. The term “Directors” or “Governing Body” means the board of directors, board of trustees, or other governing body of a cemetery association.

## MANAGEMENT OF THE CEMETERY

1. The Cemetery reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery.
2. The Cemetery shall take reasonable precaution to protect Owners and the Interment Rights of Owners within the Cemetery from loss or damage; but it expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, specifically, from damage caused by the elements, and act of God,

common enemy, thieves, vandals, strikers, malicious insurrection, riot or order of any military or civil authority whether the damage be direct or collateral other than as herein provided.

3. The Cemetery reserves, and shall have the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the inscription or installation of memorials, or transfer or conveyance of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of equal value and similar locations as far as possible, or as may be selected by the Cemetery or, in the sole discretion of the Cemetery, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the Cemetery shall obtain written permission of the authorized representative under ORS 97.130(a), (b) or (c) or, a court order if permission cannot be obtained, prior to disinterment of remains. All such authorized agents and/or owners of interment rights shall agree to give written permission for the correction of errors in interment location. After receiving such written permission or court order, the Cemetery shall have the right to remove and transfer such remains so interred to the correct location or such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Cemetery shall also have the right to correct any inscription, errors, including an incorrect name or date on a memorial, nameplate, urn, or other item.
4. The Cemetery reserves the right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify or change the locations or remove or re-grade road, drives, trees, shrubs, flowers, landscaping 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 for anything necessary, incidental or convenient thereto.
5. The Cemetery management shall direct generally all improvements within the grounds and upon all lots and graves, before, as well as after, interments have been made therein. The Cemetery shall have sole and exclusive authority with respect to the planting, sodding, surveying and improvements with the Cemetery.
6. 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.
7. If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by the Cemetery management, to be offensive or improper, they shall have the right, and it shall be their duty, to enter upon such lot(s) and remove, change or correct, at the offending Owner's expense, the offensive or improper object or objects.

8. If any tree, shrub or plant standing upon any lot by means of its roots, branches, or otherwise, becomes detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the Cemetery management shall have the right, and it shall be its duty, to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best.

## GENERAL REGULATIONS

While we invite visitors to Hillcrest Memorial Park, we remind them of the solemn purpose of these grounds and ask that they act in a dignified manner while on the cemetery grounds. For this reason, sports or recreational activities are not permitted, including:

1. Bicycle riding  
Jogging  
Picnicking  
Public gatherings of a partisan nature  
Skate boarding/Roller blading  
Walking of pets
2. The possession or consumption of illegal drugs or intoxication liquors within the Cemetery is strictly forbidden.
3. No boxes, shells, toys, discarded glassware, sprinkling cans, receptacles, or similar items will be permitted to be placed on any grave, lot or tree.
4. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on graves, lots or elsewhere in the Cemetery.
5. No benches, chairs or like items shall be permitted to be brought upon the Cemetery grounds, unless authorized in writing by the Cemetery and placed by its duly authorized personnel.
6. No person shall be permitted to enter or leave the Cemetery except by the public entrance, which will be open during such hours as are specified and posted in Cemetery office and on the front gate.
7. Any person entering the Cemetery other than during posted visiting hours, without prior authorization from the Cemetery Management, will be considered a trespasser.
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.

9. Automobiles shall not be driven through the grounds in excess of the maximum speed as posted on the front gate of the Cemetery, and shall always be driven on the right side of the Cemetery roadways.
10. Floral and Decoration Policy:  
Spring cleanup begins April 1<sup>st</sup> every year. Plastic decorations or artificial flowers will be allowed only during the winter season (Nov.-March). All Floral decorations whether natural or artificial, in the judgment of the cemetery management they become unsightly or diseased or do not conform to cemetery standards will be removed. Cut flowers are allowed at any time. Any artificial flowers or decorations left during the summer season will be removed and disposed. Potted plants may be placed on Easter, Mother's Day, Memorial Day, Father's Day, the 4<sup>th</sup> of July, Thanksgiving and Christmas. These pots will be removed one week after the holiday to allow mowing and avoid bare spots on grass. Planting of flowers, shrubs or trees will not be allowed. Hanging decorations of any kind from trees or bushes is not allowed.
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.
12. Except where otherwise expressly permitted by the Cemetery management, all persons are strictly forbidden to fish, or to feed or disturb the fish, fowl, or other animals about the Cemetery.
13. The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots. Except as may be necessary to gain access to other lots within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.
14. No person shall pluck or remove any plant or flower, either wild or cultivated, from any part of the Cemetery.
15. Attendants at the Cemetery entrance or on the Cemetery grounds are the employees of and subject to the direction of the Cemetery management. Visitors and Owners may not otherwise engage them or pay them any monies.
16. The Cemetery grounds are sacredly devoted to the burial of the human dead and the provisions and penalties of the law are provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the Rule and Regulations.
17. No person or persons, other than Cemetery security personnel, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor and then only when in the charge of a military officer and during a military service.

## OWNERSHIP OF INTERMENT RIGHTS

1. Interment Rights within the Cemetery shall be used for no purpose other than for the interment of human remains.
2. A Certificate or Deed of Interment Right shall be issued to each Owner upon full payment of the purchase price of an Interment Right. 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, as now in force or as hereafter amended or adopted, whether or not as set forth herein. The Certificate or Deed of Interment Right, 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.
3. The person named in the Certificate or Deed of Interment Right issued and of record will be presumed to be the owner of the Interment Right 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 shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner name in the Certificate or Deed of Interment Right.
4. If an Owner dies without proving a written declaration or a specific devise by Will, any unused Interment Right shall descend to heirs at law of the Owner, subject to the Interment Rights of the deceased, and his or her surviving spouse, as indicated in the Certificate or Deed of Interment Right, and in accordance with the laws of descent and distribution of the state in which the Cemetery is located.
5. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy immediately vests in the survivor or survivors, subject to the vested Interment Right of the remains of the deceased joint tenant.
6. When there are two or more Owners of a plot, or persons, having Interment Rights therein, they may designate one or more persons for the purpose of granting authorization for interments, memorializations etc., with respect to said plot. In the absence of such designation, and providing no one objects, the Cemetery shall not be liable for acting on any direction of any Co-owner of the plot.
7. The Cemetery shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the purchase price of the Interment Right has been paid for in full.

## INTERMENT REGULATIONS

1. All Cemetery charges and fees for Interment Rights and care and maintenance must be paid in full before an interment is made in a particular interment space with the Cemetery.
2. The Cemetery must be provided with advance notice of no less than eight working hours, before an interment can be performed. Exceptions will be made only in case of death from contagious disease or when so ordered by the authorized representatives of the Cemetery.
3. The Cemetery may postpone or reschedule a graveside or other interment service if too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the Cemetery.
4. Prior to permitting any interment within the Cemetery, the Cemetery shall require the written authorization duly executed by both the Owner of the Interment Right and the next-of-kin of the deceased, or their respective authorized representative(s). Such authorization shall be on forms provided by the Cemetery.
5. When a disinterment is to be made from a single grave to another grave and a vault was not used for the original interment, a vault must be furnished for the new interment. The Owner and the deceased's next-of-kin must sign application for a disinterment permit or their respective authorized representative. All removals must be conducted in accordance with state and local rules and regulations. Additionally, the Cemetery will require an Embalmer currently licensed with the Oregon Mortuary and Cemetery Board to be present to supervise any disinterment of casketed remains at Hillcrest Memorial Park and shall be responsible for the handling of human remains, if necessary. Fees charged for the Embalmer's services shall be separate and in addition to any disinterment fees charged by Hillcrest Memorial Park and shall be the responsibility of the party requesting disinterment.
6. No more than one human remains shall be interred in one grave, vault, crypt, or niche, unless specifically authorized in writing by the Owner and next-of-kin or their respective authorized representative(s) and the Cemetery.
7. The scattering of cremated remains shall be permitted only in designated sections of the Cemetery, if any, and upon the written approval of the Cemetery and subject to the payment of all applicable Cemetery charges and fees.

## SALE AND TRANSFER OF INTERMENT RIGHTS

1. The sale or transfer of any Interment Right by any Owner shall not be binding upon the Cemetery unless a duly authorized representative of the Cemetery shall first duly approve same, in writing. This procedure is required in order that the Cemetery may



at all time have a complete and accurate record of all Owners. The Cemetery shall make available to its Owners, upon their request, necessary forms to affect any sale or transfer of Interment Rights.

2. Any and all transfer of any Interment Right, whether same or by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which are now in full force and effect or which may be hereafter enacted. All transfers of ownership shall be subject to a nominal transfer fee as posted from time to time in the Cemetery office, and which charge must be paid to the Cemetery when the transfer is recorded. No transfer of ownership shall be complete or effective until all transfer fees are paid.
3. The subdivision of Interment Rights is not allowed with out the consent of the Cemetery. No conditional or partial transfers of Interment Rights and no sale of an undivided interest therein, except to a person or persons who are already part owners thereof, will be recorded.
4. All agreements for the purchase of Cemetery Interment Rights must be on forms approved and signed by an authorized representative of the Cemetery. All terms and conditions for the purchase of Interment Rights must be recited in the purchase agreement. Verbal agreements or representations will not be recognized. All such agreements must provide for the appropriate payments to the Endowment Care Trust Fund of the Cemetery and must be in compliance with applicable state laws.
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 or Deed of Interment Rights must be surrendered to the Cemetery and/or such other documentation as the Cemetery may require.

## VAULTS, MEMORIALS, FOUNDATIONS AND INSTALLATION

1. In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all memorials, vaults, and foundations that are placed in the Cemetery.
2. The specifications for vaults, memorials and foundations prescribed by the Cemetery are filed in the office of the Cemetery and will be furnished upon request. All vaults, memorials and foundations 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 vault, memorial or foundation may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any vault, memorial,

foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect.

3. No vault, memorial or foundation shall be placed or removed from the Cemetery without the prior written authorization of both the Owner of the particular interment space and the deceased's next-of-kin, or their respective authorized representative(s).
4. Certain portions of the Cemetery have been restricted to designated types of memorials. Information concerning memorials, memorial structures, memorial specification and other embellishments is available in the office of the Cemetery.
5. Only one memorial may be placed on any one interment space, except with the express written permission of an authorized representative of the Cemetery. No memorial may be placed to embrace two or more interment spaces except as may be specifically authorized by the Cemetery. All memorials shall be set on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery.
6. If any memorial, 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 refuse to authorize the placement of such memorial or object.
7. The Cemetery expressly reserves and shall have the right to inspect the completed installation of memorials and foundations installed by contractors. An Inspection Fee shall be paid to the Cemetery, in advance, for these services in accordance with the fee schedule posted in the office of the Cemetery.
8. All Cemetery charges and fees for Interment rights, memorials, endowment or perpetual care, memorial installation inspection fee and other applicable charges and fees must be paid in full before any memorial for foundation may be placed on any interment space with the Cemetery.
9. In addition to the foregoing requirements, all applicable Cemetery charges and fees relating to vaults, and vault installation must be paid prior to the installation of any vault in the Cemetery. A schedule of the current Cemetery charges and fees is available in the office of the Cemetery.
10. 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 a vault, memorial, foundation, or other embellishment within the Cemetery.
11. The Cemetery shall not be liable for defective workmanship or defective materials, furnished or performed by the Cemetery, in connection with vaults, memorials or foundations, or the installation thereof, beyond replacement, repair, or correction of such materials or installations.
12. Should any memorial become unsightly, dilapidated or a nuisance, the Cemetery shall have the right to enter to repair the memorial or, at its option, to remove and replace

same. The Owner of the Interment Rights shall pay the cost of any repair, removal or replacement.

13. Except as otherwise provided herein, no memorial may be removed from the Cemetery without the prior written consent of the Owner and 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.
14. In the event a vault, memorial, foundation or other object is placed or constructed in the Cemetery without the authorization of the Cemetery and other proper persons as provided herein, the Cemetery reserves and shall have the right to enter upon the interment space and remove any unauthorized vault, memorial or other object.
15. The Cemetery has established procedural installation of vaults, memorials and foundations and all installations performed within the Cemetery must fully comply with these requirements. The Cemetery's specifications and installation requirements are on file and available in the office of the Cemetery.
16. There shall be submitted to the Cemetery for approval a blueprint, sketch or other adequate description of each vault, memorial, or foundation specifying material, size, inscription, name of manufacturer and style number prior to receiving authorization to place any vault, memorial or foundation within the Cemetery. If a vault, memorial or foundation is standardized production item of the same type, style and material it shall only be necessary to submit the required information to the Cemetery once for approval.
17. All ground interments made within the Cemetery shall require a vault approved by the Cemetery, which vault shall be constructed of a material resistant to decomposition. The only exception to this rule is when an interment takes place in an urn garden designated solely for cremated remains or in a lot designated for green burial.
18. The Cemetery reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations thereof 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.
19. The Cemetery reserves and shall have the right to inspect the completed installation performed by contractor(s) and determine that the installation was performed completely and in accordance with the Cemetery's specifications and installation requirements. If the Cemetery determines that the installation was not 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 of the interment space for such remedial work. Any contractor who willfully violates the Rules and Regulations, specification or installation requirements of the Cemetery shall be prohibited from performing any further work in the Cemetery.

20. The Cemetery shall not be responsible for any defects in material or defects in workmanship, errors or omissions for vaults, memorials or foundations purchased from third parties or installed by contractor.
21. 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. Contractor(s) shall also obtain and furnish to the Cemetery, prior to making any installations, satisfactory evidence of the following:
  - (a) Workers' Compensation insurance;
  - (b) Automobile liability insurance covering owned, non owned, borrowed and hired vehicles, in the amount of at least \$300,000 for each occurrence of bodily injury or property damage;
  - (c) Comprehensive general liability insurance covering premises operation, contractual liability, products, and completed operations in the amount of at least \$300,000 for each occurrence of bodily injury or property damage;
  - (d) Cemetery Compliance Bond guaranteeing that work performed by contractor is in accordance with the Cemetery's Rules and Regulations in the amount of at least \$1,000.

Such insurance policies shall name the Cemetery as an additional insured and provide that the Cemetery shall be notified thirty (30) days in advance of any cancellations or material changes of said insurance coverage or bond. The Cemetery may waive any or all of the foregoing insurance and bonding requirements upon satisfactory proof to the Cemetery of contractor's financial responsibility.

## CARE AND MAINTENANCE

1. The care and maintenance of the cemetery grounds and improvements thereon is the responsibility of the Cemetery under the provisions of an Endowment Care Trust Fund Agreement. This, however, does not provide for any special care. The Cemetery upon application will make estimates for any special work, and charges for the work must be paid in advance.
2. All Interment Rights within the Cemetery are sold subject to the payment of the amount posted in the Cemetery office for care and maintenance. All such care and maintenance 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, or its employees, shall be directly responsible for all grading, landscaping, and improvement of any kind in the Cemetery. Only authorized personnel shall perform all interments and disinterments within the Cemetery.

3. For the care and maintenance of the Cemetery, Seller agrees to deposit in its Endowment Care Fund a percentage of the gross sales price of any plot, niche or crypt sold in its Cemetery. The amounts to be deposited shall be no less than the percentages set forth in ORS 97.810 (2), which amounts are held in trust and invested in accordance with the laws of the state in which the Cemetery is located. Care and maintenance means that, within the limits permitted by the income derived from the Endowment Care Trust Fund for interment spaces, the Cemetery grounds will be maintained in keeping with a well preserved Cemetery, including cutting of grass, and trimming of shrubs and trees at a reasonable intervals; the procuring of, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose and replacing same when necessary; keeping in repair the drains, water lines, roads, building, fences and other structures, including features and embellishments of a general character applicable to the Cemetery as a whole or as to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having same available to the public authorities and other interested persons.
4. Care and maintenance provided under the Endowment Care Trust Fund does not include repair or replacement of any memorial under any circumstances; nor, unless the Cemetery otherwise elects to effect same, the repair or replacement of buildings, structures, or other property when the damage is caused by vandals, thieves, act of God, common enemy, riots, or by the order of nay military or civil authority, or acts beyond the control of the Cemetery.
5. Care and maintenance, whether applied to lots, graves, mausoleums or to any space within the confines of the Cemetery, shall be limited absolutely to the income received from the investment of the Endowment Care Trust Fund anything herein stated to the contrary notwithstanding. The Cemetery may also expend such amounts of its general funds as it sees fit to ensure that the proper care and maintenance of the Cemetery is maintained.
6. The income from the Endowment Care Trust Fund shall be expended by the Cemetery in such a manner as will, in its judgment, be most advantageous to the Owners as a whole and in accordance with the purpose and provisions of the laws of the state governing the expenditure of such funds. The Cemetery Board of directors has full power and authority to determine upon what property, for what purpose and in what manner, the income from said fund shall be expended, and it shall expend said income in such a manner as, in its sole judgment, it may deem advisable for the care, construction, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds, and building therein, and it may also expend, if necessary and permitted by law, a portion of the income for attorneys' fees and other costs necessary to the preservation of the legal rights of the Cemetery.

## MAUSOLEUM REGULATIONS

1. No entombments shall be made in any above ground crypts unless the remains of the deceased to be entombed therein have been embalmed.
2. 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 freestanding easels, or on wrought iron stands, or which are attached directly by wire, tape, glue or such other similar method is strictly prohibited.
3. Only lettering or crypt plaques of bronze material may be used on any crypt or niche and all fittings, adornments, urns, inscriptions, and nameplates for crypts or niches are subject to approval by the Cemetery.
4. All remains entombed in mausoleums shall be in a casket.

## LIABILITY

1. The Cemetery shall not be responsible for compliance with any order not in writing, or for any mistake due to the lack of precise and proper instructions as to the particular space, size, and location in a plot where interment or installation of a memorial is desired.
2. Beyond verifying that the state ID # matches the number written on the Final Disposition Permit, the Cemetery disclaims any and all responsibility for establishing the identity of a person to be interred.
3. The Cemetery shall exercise due care in making disinterments and removals, but shall assume no liability for damage to any body, casket, outer burial receptacle, or urn in making a disinterment and removal in accordance with written instructions of the Owner or his duly authorized representative(s).
4. The Cemetery shall not be liable for any delay in interment where protest to the interment has been made, or for non-compliance with the Rules and Regulations of the Cemetery. The Cemetery reserves the right to temporarily place the remains in a holding facility, crypt or other suitable place, subject to any State or local sanitary code requirements, until the protests have been resolved. All protest must be in writing and filed in the Cemetery office.

## MODIFICATIONS AND AMENDMENTS

1. The Cemetery may, and hereby expressly reserves the right, at any time or times, with or without notice to Owners, 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.

2. Special case may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Cemetery, therefor, 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; and such temporary exceptions, suspension or modifications shall in no way be construed as affecting the general application of there Rules and Regulations.