

RULES AND REGULATIONS

PINELAWN

DATE:

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PURPOSE

These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within the Cemetery. Their enforcement will help protect the Cemetery and Owners create and preserve its beauty. These Rules and Regulations have been adopted as the Rules and Regulations of the Cemetery, and all Owners of Interment 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.

Exceptions and Waivers

Circumstances may arise in which the literal enforcement of these Rules and Regulations may impose an unnecessary hardship. The Cemetery reserves the right to make exceptions, suspensions, or modifications of any rule or regulation without notice when, in its judgment, a waiver is advisable. Exception and/or waiver granted by cemetery is on a case by case basis. Any such waiver shall not be construed as affecting the general application of these Rules and Regulations.

Modifications and Amendments

The Cemetery hereby 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 at the Cemetery office or on our website.

Sacred Grounds

The Cemetery grounds are sacredly devoted to the burial of only 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 disregard of these Rules and Regulations.

ARTICLE I DEFINITIONS

Additional Interment Rights - means any additional interment rights that may be added to an interment space, either at the time of a contract, or after a contract is executed. The cemetery, at its discretion, charge a fee for additional interment rights.

At-need - means at the time of, or immediately following, death.

Care and Maintenance Trust Fund aka Endowment Care Fund/ Perpetual Care Fund - means the trust fund established by the Cemetery for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.

Cemetery - shall mean the Cemetery named on the cover page of these Rules and Regulations, including without limitation: a) all land dedicated, reserved or used for interment purposes, b) all structures dedicated, reserved or used for entombment purposes, c) all land and structures dedicated, reserved or used for inurnment purposes, d) all vegetation therein, e) memorials, monuments and works of art therein, f) all roadways, walkways, crematoria and other structures of every kind therein, g) all equipment and facilities incident to the operation of the cemetery, h) all public rights of way.

Certificate of Interment Rights - shall mean the documents by which the Cemetery conveys to the Owner the exclusive right of sepulture in a particular grave, lawn crypt, crypt or niche.

Columbarium- means a structure, room or space in a building or a building intended or used for the inurnment of cremated remains.

Commingling - means the mixing of cremated remains of more than one person.

Contractor - means 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.

Cremated Remains - means the bone fragments and ash remaining after cremation, which may include the residue of any foreign materials that were created from the cremation of human remains, and as such shall be considered human remains.

Crypt - means a space in a public or private mausoleum of sufficient size used, or intended to be used, entomb human remains.

Disinterment - means the act of removing human or cremated remains from an interment space for the purpose of relocating the remains to another interment space in the cemetery or moving them elsewhere. Subject to any approvals and/permits required per state statute and approval from the Owner and Next of Kin.

Division- means an area within the cemetery established by the cemetery as a subdivision for organizational purposes, which is the largest of the various subdivisions.

Encased or Encasement - means the placement of human remains in a rigid container, including but not limited to a casket or urn.

Entombment - means the placement of human remains in a crypt.

Final Disposition - Interment, entombment, inurnment, or scattering means the lawful disposal of human or cremated remains by interment.

Grave - means a space of ground in the Cemetery used, or intended to be used, for the interment of only human remains.

Human Remains - means the body of a deceased human being in any stage of decomposition and includes cremated remains.

Interment - The lawful disposition of the remains of a deceased person through placement of un-cremated remains in the ground.

Interment Right - means 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; unless specified in writing, the person owning the right of interment shall also have the right to memorialization, and other rights that may run with the interment right.

Interment Services - refers to the opening and closing of a particular interment space.

Interment Space - refers to the particular grave, crypt, niche or lawn crypt within the Cemetery to which a particular Interment Right relates. 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.

Inurnment - means placement of cremated remains into a niche, grave, crypt, or other designated place in the cemetery.

Lawn Crypt - means preplaced, below ground, chambers of multiple depth, covered by earth and sod.

Lot - means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision of a garden for organizational purposes.

Mausoleum - means a chamber, structure or building used, or to be used, for entombment of human remains.

Memorial - means (a) a monument, tombstone, grave marker, headstone or footstone identifying a grave or graves; or (b) a nameplate or inscription identifying a crypt or niche.

Memorial Care - means any care provided or to be provided for the general maintenance of memorials, including but not limited to resetting, straightening, or replacing damaged memorials. The cemetery may, at its discretion, charge a fee for future memorial/monument care.

Merchandise - means any personal property offered or sold by the cemetery for use in connection with the funeral, final disposition or interment of human remains.

Niche - means a space used, or intended to be used, for inurnment of cremated human remains.

Next of Kin (NOK) - The person legally responsible as designated by State Law.

Outer Burial Container - means a rigid outer container used to surround a casket or a cremated remains container, uphold and support the upper layer of soil from impact loads, and shall include the products commonly known as vaults and grave liners.

Owner - refers to the owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery's records.

Plot - means space in the Cemetery used, or intended to be used, for the interment of human remains.

Pre-need - means prior to the beneficiary's death.

Purchase Agreement - means the written agreement between the Cemetery and a purchaser pursuant to which the Cemetery agrees to sell and the purchaser agrees to buy Interment Rights and related services and merchandise in the Cemetery. We sell interment, entombment and inurnment rights. We also have agreements for memorialization.

Scattering – While this is prohibited by the cemetery it means the permanent final disposition of cremated remains by dispersing them in the air, water or on the surface of the ground.

Section - means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision of a lot for organizational purposes.

- 1) Division
- 2) Block & Section
- 3) Range
- 4) Plot
- 5) Grave

Urn - means a receptacle in which cremated remains are placed for final disposition.

ARTICLE II INTERMENT RIGHTS

Use

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

Permission to Inter and Proof of Ownership

The Cemetery may prohibit any Interment within the Cemetery if the Cemetery has not received a duly executed written authorization from the Owner or Owners of the Interment Rights and the next-of-kin of the deceased or their respective authorized representative(s).

The Cemetery shall assume at all times that the Owner acquired his or her Interment Rights for the Interment of the purchaser or members of his or her family. Unless otherwise directed in writing, the Cemetery will permit the Interment of someone other than the Owner only upon proof of eligibility or ownership or as set forth below.

1. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy shall immediately vest in the survivor or survivors, subject to the vested Interment Rights of the remains of the deceased joint tenant.

2. When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for Interments, memorializations, etc. with respect to the Interment Rights of the Owners. Any such designation must be in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior the Cemetery's action.

3. 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 will be deemed to descend to the heirs at law of the Owner in accordance with the laws of descent and

distribution of the State, subject to the Interment Rights of the deceased and his or her surviving spouse. Each co-Owner shall have the right to be interred in any co-owned Interment Space for an at-need death without the consent of the other co-Owners. Absent an at-need death, co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-Owners.

Rights

A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of 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 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. The Owner shall not receive any property, but rather only receives the right to control the interment for that property.

Recording

Any and all transfers of Interment Rights, whether by conveyance, assignment or Purchase Agreement, are subject to these Rules and Regulations as enacted or amended. All transfers of ownership are subject to a transfer fee that must be paid to the Cemetery when the transfer is recorded in the Cemetery's records. A transfer is not effective until approved and recorded by the Cemetery, and any/all applicable transfer fees are paid. Only the original owner of interment rights have the right to transfer ownership. In the case that the original owner is deceased the Next of Kin all equally share rights to the interment rights.

Ownership

The person named in the Certificate of Interment Rights issued and recorded 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.

- i.** All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Interment Rights.
- ii.** Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall revise its records to reflect ownership of Interment Rights in accordance with such Order, so long as the Order clearly identifies Cemetery property.
- iii.** 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 descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the state in which the Cemetery is located, subject to the Interment Rights of the deceased and his or her surviving spouse. Each co-Owner shall have the right to be interred in any co-owned Interment Space for an at-need death without the consent of the other co-Owners. Absent an at-need death, co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-Owners. Absent any other language, the person receiving the Interment Right, and all the heirs, will receive the rights to the interment, including memorialization and disinterment.

Sale or Transfer

The sole owner or co-owners of a lot in which there is a burial may not subdivide the lot and transfer it in part; but a sole owner may transfer as a whole his or her entire interest in such lot by gift only, and only to

a relative not more distant than the third degree of consanguinity, or, if none, not more distant than the fourth degree.

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 affect any sale or transfer of Interment Rights.

Additional Interment Rights

For any additional interment rights, whether in existence at the time of the original contract or added at a later time, all sale or transfer rules and regulations must be followed; Cemetery limits additional interment rights to family of the original property owner, including family by marriage. An additional interment right must be approved by original owner or NOK and cemetery reserves the right to limit the number of second rights of Interment they allow on each grave.

Transfer on Death

Upon the death of a joint tenant, title to Interment Rights held in joined tenancy immediately vests in the survivor or survivors, subject to the vested Interment Rights of the remains of the deceased joint tenant and State Law.

Affidavit for Designation Fee

When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for interments, memorialization's, etc. with respect to the Interment Rights of such Owners. Any such designation shall be made in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior to the Cemetery's acting on such direction.

Right to Refuse

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 in full. Cemetery also reserves the right to refuse to transfer or allow the use of an interment right if such transfer or interment would violate the basic rules and regulations of the Cemetery.

Agreements

All agreements for the purchase of Cemetery Interment Rights must be on forms approved and signed by an authorized representative of the Cemetery.

Exchanges of Interment Rights

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.

Removal

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.

Purchase Agreement

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 purpose 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.

- i. 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 there, to persons of a particular race, religion or national origin, if the Cemetery's management, in its sole discretion, believes in good faith upon advise of legal counsel that such restriction is contrary to applicable law.

ARTICLE III INTERMENT REGULATIONS

Above Crypt Interments/Sealed Casket

Human Remains Entombed in an above-ground Crypt are recommended to be embalmed or cremated, provided, however, that the Cemetery may, in its discretion, decide to allow Entombments of unembalmed Human Remains if a casket is used and the casket is placed in an outside container acceptable to the Cemetery that is designed and constructed to resist the leakage of body fluids and that addresses other similar concerns. The cost of these containers is the responsibility of the person arranging for the Entombment. In talking about an unembalmed body; prior written approval must be granted by a cemetery representative before such burial take place.

Charges and Fees

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 disinterment fees due disinterment must also be paid in advance.

Advanced Notice

The Cemetery must be provided with such advance notice, as is posted or otherwise available in the office of the Cemetery, 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.

Postponing/Rescheduling Services

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 labor union).

Written Authorization

All orders for interment must be in writing in order to avoid any mistake occurring from the want of precise and proper written instructions as to the particular space, size and location in a plot which an interment is to be made.

Disinterment

An order in writing is required from a plot owner whenever a grave is to be opened, except for the remains of those persons accorded a right of burial by Section 1401 (v) (7) of the Not-For-Profit Corporation Law (formerly Section 84, subdivision 7 of the Membership Corporation Law.)

Interment and Disinterment

All interments and disinterments within the Cemetery shall be performed only by authorized Cemetery personnel.

- i. The Cemetery may require that all persons attending an interment or dis-interment remain at a safe distance (as determined by the Cemetery) from the interment space during the interment or dis-interment process.

Multiple Interments

No more than two interments are permitted in any one grave.

Temporary Interment

If no provision has been made for an interment space for a particular deceased received by the Cemetery, it may temporarily place the remains received by it in a holding facility, crypt, niche or other suitable place, subject to any state or local sanitary code requirements. The length of time such remains will be retained by the Cemetery will be the sole judgment of the Cemetery management. The Cemetery reserves the right to charge a fee for such temporary interment.

Delay In Internment

When there is a delay in the internment of a body because a protest to the interment has been made or because of a failure to comply with the rules and regulations, or because of a labor dispute, Pinelawn may place the body temporarily in a cemetery vault until the full rights of all interested parties have been determined or the dispute has been settled or bypassed. Any protest to interment must be in writing and filed in the office of Pinelawn.

Interments Prohibited on Sundays and Holidays

Interments shall not be conducted at the Cemetery on Sundays and on the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

ARTICLE IV SUPERVISION OF CEMETERY

Use

The Cemetery reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery.

Loss or Damage Pinelawn Vandalism Fund

As approved by the State Cemetery Board, \$2.00 per interment, entombment or inurnment shall be charged.

The type of vandalism covered shall include damage to memorials (stone or bronze) including crypt front memorials, and niche front memorials. Charges against the fund shall be limited to theft of, or damage to a personal memorial placed here, on a grave or plot, or a crypt front. Private Mausoleums are excluded.

All costs of such above shall be charged to the fund. It shall be left to the cemetery's trustees as to whether or not, in case the damage exceeds the fund money available, the cemetery will make up the difference out of General Funds, as a loan to the Vandalism Fund, until such time as a fund rebuilds its corpus and can repay the General Fund.

The first priority before the use of the Vandalism Fund shall consist of correspondence notifying the plot owner(s) of the damage, and suggesting the use of their homeowner's policies which usually contain a clause insuring monuments or bronze memorials which are personal property of the owners. (Only the earning or interest from this Fund may be used to repair Vandalism damage.)

Locating Services and Identification of Human Remains

The person making the funeral arrangements with the Cemetery and the funeral director, if different, shall designate the applicable Interment Space. This information used by the Cemetery to locate the Interment Space must be available in ample time to allow preparation of the Interment Space. Any change of location made after the Interment Space has been opened for Interment shall be at the expense of the responsible person. The Cemetery shall not be responsible for any acts based upon the representations made by any party designated to provide the location of the interment space.

The Cemetery relies upon the identification of the deceased provided by the funeral director conducting the funeral services, next-of-kin or the authorized representative and shall have no obligation to independently establish or verify the identity of the remains to be interred.

Safety of Attendees

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.

Right to Correct Errors

Pinelawn shall have the right to correct any error that may be made by its employees or any other person or persons in the locating or placing of a memorial, marker monument in the Cemetery.

Pinelawn may correct any errors that may be made by it in making interments, disinterments or removals, provided, however, that no removal or reinterment shall be made without actual and adequate prior notice to the family and representative of the deceased nor without affording them reasonable opportunity to be present. Pinelawn may correct errors in the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or, in the sole discretion of the purchaser by refunding the amount of money paid on account of said purchase. Pinelawn also may correct any errors made by placing an improper description, including an incorrect name or date, either on the memorial or on the container for cremated remains.

Boundaries

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 thereof, from time to time, including the right to modify or change the locations of, or remove or re-grade, features, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery property, not sold to Owners, for cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto.

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

Work Performed within Cemetery

No persons, other than the duly authorized employees of the Cemetery as well as the plot owner, 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. All authorized contracted workers must have proof of insurance filed with the cemetery before work occurs.

Landscaping

All gardening, landscape work, improvements and all care of plots, planting, trimming, cutting and removing of trees and shrubs, all grave openings and closings, including the placing of vaults, all interments, disinterments and removals shall be done by Pinelawn.

No plantings whatsoever are allowed on plots in the Memorial Gardens. Only fresh-cut flowers may be placed in bronze vases integral with the Bronze Memorial plaque. Bouquets of artificial flowers, or other artificial items, will not be permitted at any time. All vases must be turned down during the months of likely snow or freezing, when Pinelawn's winter rules are in effect; otherwise, should damage result, repair or replacement will be made at owner's expense.

All forms of artificial items are prohibited, including but not limited to: baskets, bottles, cans, balloons, small trees, wind chimes, and all objects of wood, stone, concrete, glass, papier-mache, wire frames, candles, lights, pictures, knickknacks, etc. Upright decorations (wreaths, crosses, pillows, sprays, etc., on wire frames, easels, or slates, balloons, or decorative trees in upright position) will not be permitted at any time on plots, attached to bronze plaques, in vases, or anywhere on Pinelawn's grounds. Any prohibited items encountered, will be removed and discarded, without notice.

ARTICLE V GENERAL REGULATIONS

Pets

Pets of any kind may not be brought into the cemetery, other than certified service animals. Cemetery reserves the right to request certificate of service animal.

Drugs, Alcohol, and Weapons

The possession or consumption of illegal drugs, alcoholic beverages within the Cemetery is strictly forbidden. No person or persons, other than law enforcement authorities or 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, and upon prior approval of the Cemetery.

Photography/Video

Photography for private (not commercial) use is permitted so long as it does not interfere with the quiet enjoyment of the cemetery by other visitors. Photography in available light is preferred, although flash cameras may be used. External light sources not integral to the camera may not be used. Photography of burials is permitted only with the express permission of the person authorizing the burial, and such permission should be made known to the Cemetery office in advance of the burial. Photography for commercial use is prohibited, except with the written permission of the Cemetery. Requests should be submitted to the Cemetery office.

Ornamentation/Decorations

All forms of artificial items are prohibited, including but not limited to: baskets, bottles, cans, balloons, birdhouses, small trees, wind chimes, and all objects of wood, stone, concrete, glass, papier-mache, wire frames, candles, lights, pictures, knickknacks, etc. Upright decorations (wreaths, crosses, pillows, sprays, etc., on wire frames, easels, or slates, balloons, or decorative trees in upright position) will not be permitted at any time on plots, attached to bronze plaques, in vases, or anywhere on Pinelawn's grounds. Any prohibited items encountered, will be removed and discarded, without notice.

Landscaping

No plantings, including, but not limited to annual flowers, trenching, borders, edging and seeding whatsoever are allowed on plots in the Memorial Gardens. Only fresh-cut flowers may be placed in bronze vases integral with the Bronze Memorial plaque. Bouquets of artificial flowers, or other artificial items, will not be permitted at any time. All vases must be turned down during the months of likely snow or freezing, when Pinelawn's winter rules are in effect; otherwise, should damage result, repair or replacement will be made at owner's expense.

Decorations

No objects of wood, stone, concrete, glass or any other material will be permitted on plots, except suitable permanent materials of the size contained in these Rules and Regulations. Any such objects will be removed without notice.

Floral Decorations

Evergreen decorations such as blankets, sprays, and wreaths, consisting of a living evergreen base, which may be decorated with artificial materials, are permitted on plots during the winter holiday season only, Thanksgiving to end of January.

All such decorations must lie flat on the plot and cannot extend beyond the plot. Use of stakes, spikes, nails, rods, posts, etc. to secure decorations to the plot is also prohibited. Upright wreaths, sprays, blankets, decorative trees of any size, etc. are prohibited year-round. General cleanup of winter decorations will begin February 1 or thereafter, weather permitting, in no particular order. Holiday decorations placed prior to Thanksgiving will be removed and discarded, without notice.

Additional Decorations for Holidays

Additional decorations will be allowed immediately prior to certain holidays (including Memorial Day, 9/11 and Veteran's Day, where United States' flags may be placed on veteran's Interment Spaces to observe Memorial Day and Veteran's Day). The Cemetery will post dates when additional decorations may be placed, and time frame for removal.

Entrances

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 are specified and posted in the Cemetery office.

Hours of Operation

Any person entering the Cemetery other than during posted visiting hours, without prior authorization from the Cemetery management will be considered a trespasser.

- i. Any person entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly representative of the Cemetery.

Notice and Copies

A copy of these Rules and Regulations shall be made available for inspection at the Cemetery's office. Owners are entitled to one set, and any amendments, without charge. Copies will be made available to interested persons, and Cemetery reserves right to charge for copies at a reasonable cost.

Speed/Traffic Rules

Automobiles shall not be driven through the grounds in excess of a safe speed, as may be posted, 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.

Clean-up Procedures

It is the Cemetery's policy to publish a public notice, as a reminder, before the Cemetery conducts seasonal clean-up and removal of flowers and decorations. However, the notice is a courtesy and not required, and these provisions shall govern.

At certain periods during the year, all flowers and other decorations must be removed from Interment Spaces. Decorations will be picked up by Cemetery staff two times per year, but Cemetery reserves the right to announce additional clean up dates.

Language

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

Outdoor Activities

Except where otherwise expressly permitted by the Cemetery management, all persons are strictly forbidden to picnicking, sports activities of any type, fish, hunt, or to feed or disturb the fish, fowl, or other animals within the Cemetery.

Ingress/Egress

The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress, general maintenance and upkeep 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. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial in any way deface the grounds of the Cemetery.

Cemetery Designations

The Cemetery may, in its sole discretion, designate certain portions and sections of the Cemetery to be used for the placement of private mausoleums, family mausoleums, Exclusive Estates mausoleums, estate benches, cremations benches or memorial benches. In the event of such designation, no other area of the Cemetery may be used for placement of these mausoleums or benches without the express written permission of the President of the Cemetery. All mausoleums or benches shall be placed as prescribed by the Cemetery to conform to the general plan of the Cemetery and in accordance with specifications on file in the office of the Cemetery.

Cemetery Employees

Visitors and Owners may not hire Cemetery employees nor pay them any monies to perform any services.

Cemetery Grounds

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 disregard of these Rules and Regulations.

ARTICLE VI OUTER BURIAL CONTAINERS, MEMORIALS, BENCHES, FOUNDATIONS & INSTALLATION

Use

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 outer burial containers, memorials and foundations which are placed in the Cemetery. Outer Burial Containers are required by the cemetery for all ground interments and inurnments.

Burial Containers

The Specifications for outer burial containers, memorials and foundations prescribed by the Cemetery are files in the office of the Cemetery and will be furnished upon request. All outer burial containers, 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 outer burial container; 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 outer burial container, memorial, foundation 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, 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. The Cemetery also reserves the right to specify the date and time for any installation by a contractor.

Removal Without Consent

Pinelawn may remove any monument, effigy or enclosure, or any structure whatsoever, or any inscription in or upon any lot placed without the express consent of the cemetery corporation.

Charges and Fees

All Cemetery charges and fee for Interment Rights, memorials, endowment or perpetual care, memorial installation inspection fee and other applicable charges and fees must be paid in full before memorial or foundation may be placed on any interment space within the Cemetery. Any such fees are current and available at the Cemetery Office. All fees for the installation of memorials/monuments will be the same regardless where the memorial/monument was purchased.

Removal of Unauthorized Outer Burial Container, Memorial

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 and other appropriate persons as provided herein, the Cemetery reserves and shall have the right, at the Owner's expense, to remove any unauthorized outer burial container, memorial or other object. Cemetery has the right to dispose of the object and cemetery has the right to charge to owner for the removal.

Right to Correct Errors

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, foundation, conveyance of Interment Right or other embellishment within the Cemetery. The Cemetery shall also have the right to correct any inscription errors, including any incorrect name or date either on the memorial, nameplate, urn, or other item. The Cemetery shall have no liability as a result of any error of the type described in this section, other than obligation to correct it.

Defective Workmanship

The Cemetery's obligation in the event of defective workmanship or defective materials, furnished or performed by the Cemetery, in the connection with outer burial containers, memorials or foundations, or the installation thereof, shall be limited to replacement, repair or correction of such materials or installation. The Cemetery shall not be responsible for any defects in material or defect in workmanship, errors or omissions, relating to outer burial containers, memorials or foundations purchased from and/or installed by persons or entities other than the Cemetery.

Designation of Cemetery

Certain portions of the Cemetery have been restricted to designated types of memorials. Information concerning memorials, memorial structures, memorial specifications and other embellishments is available in the office of the Cemetery.

Memorials

Only one memorial may be placed on any one interment space. Any memorial may be placed to acknowledge two or more interment spaces must have the express written permission of an authorized representative of the Cemetery, as well as the Interment Right Owner and/or next of kin.

Offensive or Improper Memorial or Structures

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.

Repair or Removal

Should any memorial, monument, mausoleum become unsightly, dilapidated, a nuisance, or safety concern, the Cemetery shall have the right to repair it 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 Right. The opening of a niche, crypt, mausoleum, columbarium, in order to do repair or maintenance work does not constitute disinterment, and as such the Cemetery does not need permission to proceed with any such repair or maintenance. Should any interment, gravesite or replacement may be paid upon owner by Cemetery request.

Outer Burial Container

All ground interments and inurnments made within the Cemetery shall require an outer burial container meeting the Cemetery's specifications, which are on file in the Cemetery office. Only allow permanent concrete outer containers and structurally sound caskets, no cardboard.

Fees

All applicable Cemetery fees relating to outer burial containers, memorials, foundations, other embellishments within the Cemetery, and installation must be paid to the Cemetery agreed in writing. A schedule of the current Cemetery fees is available in the office of the Cemetery.

Installation Requirements

Only bronze plaques set flush with the ground may be installed on graves in the following areas, with this exception: that wherever stone memorials were permitted at the time of lot purchase, the plot owners' right to have stone memorials installed on lots so purchased is not canceled by any subsequent requirement for the bronze-plaques-only made of later purchases in the same area:

Description

There shall be submitted to the Cemetery for approval a blueprint, sketch or other adequate description of each outer burial container, memorial or foundation specifying material, size inscription, name of manufacturer and style number prior to receiving authorization to place any outer burial container, memorial or foundation within the Cemetery. If an outer burial container, memorial or foundation is a 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.

Right to Stop Work

The Cemetery 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 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 to the Cemetery's specifications and installation requirements.

Inspection by Cemetery

The Cemetery reserves and shall have the right to inspect the completed installation of any memorial, memorial foundation or outer burial container 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 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.

Damage/Theft

The Cemetery shall not be responsible for any damage to outer burial containers, memorials or foundations which also includes vandalism or loss from theft.

Contractors

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 \$1,000,000 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 \$1,000,000 for each occurrence of bodily injury or property damage.
- d) EMPLOYERS LIABILITY - \$500,000
- e) CEMETERY COMPLIANCE BOND in the amount of \$1,000 guaranteeing that work performed by the contractor is in accordance with the Cemetery's Rules and Regulations.

Such Insurance policies shall name the Cemetery as an additional insured and provide that the Cemetery shall be notified thirty (30) days in advance for 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 satisfaction of the Cemetery, of the contractor's financial responsibility.

The Cemetery expressly reserves and shall have the right to inspect the completed installation of outer burial containers, memorials and foundations installed by contractor(s). An inspection fee shall be paid to the Cemetery, in advance, for these services in accordance with the fee schedule on file in the office of the Cemetery.

ARTICLE VII CARE AND MAINTENANCE

Improvements

The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the Cemetery under the provisions of cemetery contract and applicable New York law. This Trust Fund, however, does not provide for any special care. The Cemetery may, at its sole option, provide special care at an Owner's expense. Estimates for any special care will be made by the Cemetery upon application, and charges for the work must be paid in advance.

Outside Landscaping Contractor

All care and maintenance performed within the Cemetery (including, but not limited do, all landscaping, grading or improvement of any kind) shall be performed by the employee of the Cemetery under the direction of the Cemetery, or someone contracted directly by the Cemetery.

Memorial Care & Maintenance Care

Unless the Cemetery otherwise elects to cover, the repair or replacement of buildings, structures or other property when the damage is cause by vandals, thieves, act of God, common enemy, riots, or by the order of any military or civil authority, or acts beyond the control of the Cemetery.

ARTICLE VIII MAUSOLEUM RIGHTS

Mausoleum Rights

No entombments 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 discretion, decide to allow entombments of un-embalmed human remains if the casket containing such remains is placed in an outside container acceptable to the Cemetery, which container is constructed and designed to resist the leakage of body odors and fluids. The cost of said container will be the responsibility of the person arranging for the entombment.

Decorations

Mausoleum crypt decorations shall be limited to live flowers may be placed in plastic 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 similar method, is strictly prohibited. Contact the cemetery for additional floral placement policies.

Weather

The cemetery reserves the right to hold the committal service on a secure site close to the actual interment right when weather or soil conditions do not permit safety at the interment site.

Memorials

The Cemetery will not be responsible for Memorials that are rejected prior to installation. Cemetery shall wave the right to remove installation because they do not meet the required specifications.

All Memorials set will be level and in a straight line in accordance with the development of each garden.