

-DEFINITIONS-

CORPORATION - is hereby defined to mean the Newton Cemetery Corporation.

LOT OR FAMILY LOT - shall mean a deeded portion of the Corporation's grounds consisting of three (3) or more spaces for the interment of human remains each such space consisting of an area not in excess of thirty (30) square feet.

SINGLE GRAVE - shall mean a space approximately three feet (3') wide by ten feet (10') long laid out in a section owned by the Corporation.

DOUBLE GRAVE OR COMPANION PLOT - shall mean two (2) adjacent spaces combined as a unit, not to be subdivided, approximately six feet (6') wide by ten feet (10') long laid out in a section owned by the Corporation.

LAWN CRYPTS - shall mean an underground concrete compartment pre-installed in a grave space having an area not in excess of thirty (30) square feet laid out in a section owned by the Corporation.

URN GARDEN - shall mean a space approximately five feet (5') wide by five feet (5') long and restricted to a maximum of two (2) cremated human remains laid out in a section owned by the Corporation and called "Urn Garden".

COLUMBARIUM - shall mean an arrangement of niches incorporated in a fire-resistant building or structure owned by the Corporation, or a room or series of indoor alcoves or a bank within a corridor in such a building or structure for the permanent placement of urns containing cremated human remains.

NICHE - shall mean a recessed compartment within a columbarium for the inurnment of cremated human remains.

INDEPENDENT CONTRACTOR - shall mean a person or persons other than employees or agents of the Corporation employed as independent workmen, such as memorial dealers, letter cutters, contractors or sub-contractors to perform work on or within the Cemetery grounds.

TRUSTEES - shall mean the Trustees of the Corporation.

EXECUTIVE OFFICER - shall include not only the person duly appointed by the Trustees to manage the Corporation, but also such other agent, employee or officer of the Corporation as may be empowered to act for him in his absence.

MEMORIAL - shall include a marker, monolith, headstone, boulder, tomb or private mausoleum for family or individual use within the Cemetery to honor the dead.

-GENERAL SUPERVISION AND CONTROL-

EXECUTIVE OFFICER IN CONTROL - The Executive Officer, or his representative shall have the authority to enforce all Rules and Regulations and exclude any violators of same from the Corporation grounds. The Executive Officer shall have charge of the grounds and buildings, and shall have supervision and control of funerals, traffic, and of all persons in the Cemetery.

CHARGE OF HUMAN REMAINS - Upon entering the Corporation grounds, all funerals shall be under the charge of the Executive Officer or his representative. Once a casket containing human remains is within said grounds, no funeral director, employee, agent, or representative shall be permitted, without the consent of the Legal Custodian of the human remains, or without a Court order, to open said casket or touch said human remains.

PRIVATE CORPORATION - The Newton Cemetery is a private corporation and reserves the right to regulate the conduct of all persons entering the grounds of the Corporation. The Corporation reserves the right to refuse entrance to the Cemetery or the use of its facilities at any time to any person when, in the judgment of the Executive Officer, such action is advisable.

LIABILITY DISCLAIMED - The Corporation shall make reasonable efforts to protect against loss or damage to owners of interment spaces and niches within the Cemetery; however, it expressly disclaims all liability or responsibility for any loss or damage to persons or property from causes beyond its control, or loss or damage from lightning, earthquake, cyclone, or other acts of God, or loss or damage originating in, or incident to wars, riots, fire, civil commotion, strikes, theft, vandalism, unavoidable accidents, or the unlawful act of any person.

-GENERAL RULES-

GATE HOURS - The gates on Walnut Street shall remain open from 8:00 AM to 8:00 PM during the period of daylight savings time and 8:00 AM to 5:00 PM for the remaining period of the year, subject to reasonable limitations at the discretion of the Executive Officer.

LENGTH OF VISITATION - All visitors to the Cemetery grounds and/or buildings, including lot owners, shall limit their stay to not more than two hours per day.⁸

OFFICE HOURS - The office of the Corporation shall be open on Mondays through Fridays from 8:00 AM until 4:30 PM and on Saturdays from 9:00 AM until 12:00 noon, except for legal holidays. During the summer months, the office shall be open on Mondays through Fridays from 8:00 AM until 4:00 PM and closed on Saturdays and legal holidays.¹²

CHAPEL AND COLUMBARIA HOURS - The chapel and columbaria shall be open on Mondays through Fridays from 8:30 AM until 4:00 PM, on Saturdays from 9:00 AM until 4:00 PM, and on Sundays and holidays from 9:00 AM until 4:00 PM.

PAYMENTS - All charges or fees for services or work to be performed by employees of the Corporation shall be paid in advance only at the Cemetery office.

CHILDREN - Children under fifteen (15) years of age shall be accompanied by a responsible adult to gain admission to the Cemetery.

SOLICITING - Any form of peddling or soliciting within the Corporation grounds or about its gates is prohibited.

ROADS AND PATHS - All persons within the Cemetery shall use only the roads and paths and should not walk across or on graves, lots or lawns except when it becomes necessary to gain access to a particular grave or lot.

AUTOMOBILES - All drivers of automobiles shall observe and obey signs and/or signals displayed for the control of traffic through the Cemetery grounds. Automobiles shall not be driven through said grounds at a speed greater than fifteen miles per hour (15 MPH). Should an operator of a motor vehicle fail to comply with these and any other rules, the Executive Officer shall have the right to exclude said operator and vehicle from the Cemetery grounds.

SIGNS - The placing or posting of signs, notices, or advertisements of any type in the Cemetery is prohibited. Only signs placed by the Corporation shall be allowed.

DOGS - All dogs or pets shall be confined in an automobile or other motor vehicle while on the Cemetery grounds.

BICYCLES OR MOTORCYCLES - The recreational¹³ use of bicycles or motorcycles within the Cemetery shall not be permitted. ⁵

FOOD OR DRINK - The consumption of any food, drink or refreshments on the Corporation grounds is prohibited.

RUBBISH - The disposal of rubbish or waste on any part of the Cemetery grounds or in any building is prohibited.

CONDUCT - All persons within the Cemetery grounds and/or buildings shall conduct themselves in an orderly, quiet and reverent manner. ⁹

PLANTS AND ANIMAL LIFE - The gathering of flowers, breaking of trees, shrubs, or other plants, or the disturbing of birds, fish or other animal life within the Cemetery grounds is prohibited.

TEMPORARY EXCEPTION TO RULES - An isolated incident or special case may occur in which the literal enforcement of a particular rule or regulation may cause unnecessary adversity. The Corporation, therefore, reserves the right to make exceptions by temporary modifications or suspensions to these Rules and Regulations, without notice, when in the judgment of the Trustees, such action is advisable. Any such action shall not be interpreted as limiting the enforcement of these Rules and Regulations as they generally apply.

RIGHT TO CHANGE RULES - The Corporation reserves the right, from time to time, to amend any of these Rules and Regulations, or to adopt new rules and regulations.

-INTERMENTS, DISINTERMENTS AND REMOVALS-

TIME RESTRICTIONS - The Corporation shall normally be open daily to receive interments, on Mondays through Saturdays from 9:00 AM to 3:00 PM with the exception of Sundays, New Year's Day, Martin Luther King's Birthday, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. The schedule as stated may be subject to change without notice.

SCHEDULING - All interments, disinterments, or removals must be scheduled at the time and in the manner fixed by the Corporation and in accordance with laws of appropriate public authorities. Notice shall be given to the office of the Corporation at least twenty-four (24) hours prior to any interment and at least one (1) week prior to any disinterment or removal.

REQUIRED PERMITS, ORDERS AND PAYMENT - The Corporation requires that funeral directors or their representatives, upon entering the Cemetery for an interment, furnish the Executive Officer with the necessary burial permit from the proper health department, the Order for Interment of the Corporation signed by the Legal Custodian of the remains of the deceased and by the Proprietor of the interment space or his or her Legal Representative, and arrange for full payment of all service charges related to the interment.

RIGHT TO DELAY - The Corporation reserves the right to delay an interment until said required permits, orders and payment have been presented to the Executive Officer.

OUTSIDE CONTAINER REQUIRED - As of April 1, 1946 all casket earth interments must be made in a permanent vault or concrete container. If conditions of installation preclude the use of a solid one-piece container (vault or grave box), the Corporation reserves the right to substitute in its place a concrete sectional liner.

ORDERS BY TELEPHONE - The Corporation shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instruction as to the particular space, size and location in a lot where interment is desired.

LOCATION OF INTERMENT - When instructions regarding the location of an interment space in a lot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the Executive Officer may open it in such location in the lot as he deems best, and the Corporation shall not be held liable for such action.

RIGHT TO CORRECT ERRORS - The Corporation shall have the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, either by canceling the conveyance 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 Corporation, by refunding the amount of money paid on account of the purchase.

In the event such error shall involve the interment of the remains of any person in such space, the Corporation shall have the right to remove said remains to such other space of equal value and similar location as may be substituted and conveyed in lieu thereof after first having mailed a registered letter to the last known address of the person who authorized the Order for Interment stating the Corporation's intention of making the removal.

NOT LIABLE - The Corporation shall not be liable for any delay in the interment of the human remains of a deceased where a protest to the interment has been made. The Corporation reserves the right, under such circumstances, to refuse the interment of said remains until the full rights have been determined. The Executive Officer shall be under no obligation to recognize any protest of an interment unless it be in writing and filed in the office of the Corporation.

BURIAL CAPACITY - In areas where double depth burials are allowed, the interment of two (2) caskets, or one (1) casket and one (1) cremated human remains, or two (2) cremated human remains is permitted in each grave space. In areas where only single depth burials are allowed, the interment of one (1) casket and one (1) cremated human remains, or two (2) cremated human remains is permitted in each grave space. Not more than two (2) cremated human remains shall be interred in any one unit, plot or lot in the section designated as "Urn Garden".

DISINTERMENTS AND REMOVALS - The Corporation shall permit the disinterment and removal of human remains from the Cemetery once it has been furnished with the written authorization of the Proprietor of the interment space or his or her Legal Representative and of the spouse, children of age, and the parents of said deceased.

DISINTER-REINTER - Upon receiving a request for disinterment and reinterment from one interment space to another interment space within the Cemetery, the Corporation shall consent thereto with the written authorization of such individuals as the Corporation may require. Furthermore, the Corporation shall require from the Proprietor of the interment space or his or her legal Representative, in which reinterment is to be made, the same approvals, consents and permits as are required by these Rules and Regulations for interments.

RIGHT OF BURIAL REVERTS TO CORPORATION - Whenever a single grave, double grave, lawn crypt or urn grave shall become vacant by the disinterment and/or removal of the human remains therein, the right of burial in said grave shall revert to the Corporation; however, if the owner thereof purchases a lot in the Cemetery, the original price paid for said right may be allowed as credit towards the purchase price of the lot.

-INDEPENDENT CONTRACTORS-

CONDUCT OF WORK - Memorial dealers, letter cutters, contractors, sub-contractors or other workmen employed in placing or erecting monuments and other structures, or delivering of materials, shall, as to the

Corporation, operate as independent contractors under the general supervision of the Executive Officer and adhere to the Rules and Regulations of the Corporation.

No work shall be performed on or about a grave, lot, niche or other space for interment by an independent contractor without first obtaining written permission of the Executive Officer and the written authorization of the Proprietor of said interment space or his or her Legal Representative.

No material, machinery or other apparatus for the construction of vaults, mausoleums, monuments or other structures shall be brought into the Cemetery until required for immediate use; nor when a funeral is in progress; nor between two-thirty (2:30) PM Friday and eight o'clock (8:00) AM Monday; and no work shall be done during said time; nor when the ground is soft; nor shall such materials be placed on lots or graves adjoining the one on which such a structure is being erected without special permission from the Executive Officer. All work must be done during the working hours of the Corporation.

INSURANCE - All work by independent contractors shall be done at their risk. The Corporation may require, at the discretion of the Executive Officer, that independent contractors furnish policies of Bodily Injury Liability Insurance and Property Damage Liability Insurance in amounts satisfactory to the Executive Officer. When such insurances are required, work shall not commence until said contractor has obtained and furnished satisfactory proof of said policies.

SURETY PAYMENT, CHARGES AND REFUNDS - Prior to granting written permission to commence work, the Executive Officer may require an independent contractor to present a predetermined cash payment to the Corporation or a surety company to secure that all work is satisfactorily completed. The Corporation will charge against said cash payment or bond any and all engineering, surveying, testing, grading, supervision, inspection, cleanup or other costs incurred by the Corporation during preparation, completion or correction of said work of the independent contractor. The Corporation shall refund the surety payment or the remainder thereof, whichever case may apply, after satisfactory completion of said work.

CESSATION OF WORK - The Corporation reserves the right to stop any and all work when an independent contractor fails to adhere to the Rules and Regulations of the Corporation or for any other reason whenever, in the judgment of the Executive Officer, it is not in the best interest of the Corporation to permit such work to continue. All work shall cease while a funeral or interment is in progress near said work area.

-MEMORIALS-

GENERAL:

SELECTION OF MEMORIALS - The Corporation requests that the Proprietor of said interment space or his or her Legal Representative consult with the Executive Officer regarding the regulations pertaining to memorials prior to the selection and ordering of a memorial from a memorial dealer to prevent possible misinterpretation or disappointment.

APPLICATION - Upon making a request to prepare a foundation, to place a memorial, to cut an inscription, to place a floral vase, or other related work on a particular lot or grave, a memorial dealer will be required to submit to the Corporation, for approval by the Executive Officer, an APPLICATION FOR MEMORIAL WORK authorized by the Proprietor of said lot or grave or his or her legal Representative. Memorial dealers will furnish on said application a detailed drawing showing all dimensions, color, material, type of finish of all surfaces, and full extent of any ornamentation and lettering, location on lot, and grade line of the proposed memorial. The Corporation may, at the discretion of the Executive Officer, also require additional plans or drawings to support the drawings on said application.

QUALITY OF MATERIALS - Memorials shall be prepared or manufactured of only selected natural stone from reputable quarries, or bronze meeting specifications of the U.S. Bureau of Standards. Temporary memorials of wood, metal, cement or other such materials are prohibited.

REJECTION OF PLAN AND/OR MEMORIAL - The Corporation reserves the right to reject any plan or design for any memorial which, because of its size, design, inscription, type, quality, finish, color, method of construction, or proposed location is found unsuitable. Furthermore, the Corporation shall have the same right to prevent installation of any memorial of any kind for inferior workmanship or for failure to conform to the approved plan or design.

FINISHES - The Corporation has designated certain sections within the Cemetery where polished surfaces are not permitted. The Corporation urges the Proprietor or his or her Legal Representative to confer with the Executive Officer regarding the finishes that are allowed prior to the selection of a memorial.

SCULPTURED WORK - No memorial depicting a human body or any part thereof - whether symbolic, religious, or otherwise - shall be permitted on any lot containing a surface area less than 240 square feet and on lots larger than that area such memorial shall be permitted only with the written approval of the Board of Trustees. Emblems of a branch of the United States Armed Forces or a department of a United States city, state, or federal government which depict a human body or a part thereof may be allowed with the written approval of the Executive Officer. Such emblem, if attached as a bronze plaque or inscribed on the surface of the memorial, shall not exceed five percent (5%) of the total face area of the memorial on which it is to be included.⁶

ENCLOSURES - No coping, curb, fence, hedge, buttresses, border, or enclosure of any kind bordering any adjacent lot or interment space shall be allowed; and no walks or steps of bricks, cinders, tile, stone, wood, cement, marble, or any other material shall be allowed on any lot or other interment space; unless, in the written opinion of the Executive Officer, conditions warrant the use or installation of any one or more of the above.³

MONUMENTS PERMITTED - Only one central or family monument above grade shall be allowed on a lot unless the deed expressed the right to place more than one such monument or unless the area is restricted to only flush memorials. All such monuments shall be centered on the center line of the lot. The bottom beds of all bases for such monuments shall be cut level and true.

MARKERS PERMITTED - Markers on individual graves or lots must be uniform, conforming in size to the first marker on such lot and shall be placed, level to the ground, at the end of the grave farthest from any central monument. In all other cases, markers shall be at least one foot three inches (1'-3") in length, ten inches (10") in depth, and four inches (4") in thickness. The bottom bed of all markers shall be cut level and true.

HEADSTONES PERMITTED - Headstones are not permitted on lots except where there are already similar stones; they must conform in general to the type existing on such lot; and shall be placed at the end of the grave farthest from any central monument to facilitate the care of the lot.

COATINGS - The enameling, coloring, lacquering, bronzing, or painting of any part of a memorial is prohibited except mausoleums at the discretion of the Executive Officer.

PHOTOGRAPHS - The incorporation of photographs, laminations, plastics, porcelain, or any kind of breakable material on or within any memorial is prohibited.

ELECTRICAL OR RECORDING DEVICES - The incorporation of electrical or recording devices of any kind on or within any memorial is prohibited.

PHOTOGRAPHY WORK - Photography of memorial shall not be allowed except on written authorization of the Proprietor of such interment space or his or her legal Representative and the approval of the Executive Officer.

ADVERTISING - With the exception of trade-marks incised on an accessible but inconspicuous part of a memorial, the attaching of material to a memorial or the cutting of a memorial for the purpose of advertising dealers' names is prohibited. Prior to cutting such trade-mark on a memorial, said mark or insignia shall be incised on a small sample of stone and presented to the Executive Officer for approval.

ERRORS - The Corporation reserves the right to correct any error in the setting of a memorial.

DAMAGE - The Corporation shall take reasonable precautions to protect memorials and other ornamentation thereon; however, it will not be responsible for damage to said memorials or ornamentation or to any bronze work or any discoloration to a memorial combined of bronze and stone.

DELIVERY - No delivery shall be accepted until a MEMORIAL DELIVERY PERMIT, issued by the Corporation, has been presented at the Cemetery office. No deliveries shall be made on Saturdays, Sundays, legal holidays, or the day before a legal holiday, nor after 2:30 PM on Fridays. On other days deliveries shall be made only between 8:00 AM and 4:00 PM.

UNLOADING - Memorials shall be unloaded at the paved surface closest to the lot or grave location. The memorial shall be placed on wood blocks upon the grass at least three feet (3') from the edge of pavement.

FULL PAYMENT - The Corporation shall require payment in full of any interment space prior to receiving an application for the installation of a foundation and/or the setting of a memorial on said space.

GOVERNMENT MARKERS (BRONZE) - The Corporation shall permit bronze markers or plaques for veterans twenty-four inches (24") by twelve inches (12") in size supplied by the government to be attached to the reverse side of the die portion of a memorial provided there is ample space to receive same.

FOUNDATIONS AND SETTINGS:

ADVANCE NOTICE - The Corporation shall require an advance notice of at least ten (10) working days prior to the installation of a foundation.

DEPTH - All memorials shall be set on a solid concrete foundation of adequate size and depth to support the memorial designed. Foundations for all memorials shall be built to at least a depth of three feet (3') or to refusal, whichever case may apply.

DISTANCE BELOW GROUND - Foundations for lawn stones or flush markers shall be finished as to make such memorial even with the existing grade. The top surface of foundations for monoliths or root stones shall be finished to a depth of twelve inches (12") below grade. Foundations for memorials with separate bases shall be finished to a depth not less than three inches (3") below the existing grade.

SETTINGS - In all cases of memorials with separate bases a fresh bed of mortar one inch (1") in thickness shall be prepared and placed on the foundation immediately before setting the base as to bond the bottom bed of the base with the foundation. The Corporation requires that said bond shall be allowed to set for a period not less than eighteen (18) hours prior to completing the setting of the die or other pieces of said memorial.

SEASONAL LIMITATIONS - The preparation of foundations and the setting of memorials shall take place normally between April 15 and November 15 unless, in the opinion of the Executive Officer, the weather conditions are favorable to permit such work.

INSCRIPTIONS:

WORKMANSHIP - The Corporation disclaims any responsibility for the workmanship or accuracy of any inscription.

COMMENCEMENT OF WORK - No inscription work shall commence until the Corporation has issued a PERMIT TO CUT INSCRIPTION and same has been presented at the Cemetery office, nor shall said work be allowed from December 1 to April 1 unless, at the discretion of the Executive Officer, weather conditions are favorable to permit such work. During the allowed period, said work may be performed Monday through Friday from 8:00 AM to 3:30 PM and on Saturday from 9:00 AM to 12:00 Noon.

MARKERS - Only incised or sunken letters shall be permitted on stone markers set level to the ground.

HEIGHT OF LETTERS - The height of letters denoting a family name on all upright or above ground memorials shall not exceed ten per cent (10%) of the height of the die-stone or more than five inches (5") in any such case.

SPECIAL RESTRICTIONS:

SINGLE GRAVE AND URN GARDEN - One marker shall be allowed on this grave or plot, level to the grade, of granite, bronze or other acceptable material, not over two feet (2') in length by one foot (1') in width. If two adjoining graves or plots are held by the same person, one double marker level to the grade, not to exceed three feet (3') in length by one foot (1') in width, may be centered on said graves taken together. Said markers shall consist of one piece only and shall have a thickness of not less than four inches (4").

DOUBLE GRAVE - One memorial of granite or other approved material shall be allowed on this double grave. The total above ground surface area of the headstone shall not exceed eight (8) square feet. Said headstone shall be centered at the rear line of the double grave and shall not have a combined height of die-stone and base of over three feet (3'); nor a length of base of over three feet (3'); nor a depth of base of over one foot (1')¹.

COMPANION PLOT - One monolith shall be allowed, centered on the rear line of the plot, with a root of twelve inches (12") below the grade and a width (thickness) of four inches (4"). Said memorial shall not exceed a length of two feet nine inches (2'-9") and front face area above ground of six (6) square feet.

LAWN CRYPT - One marker shall be allowed on this grave, level to the grade, of granite, bronze or other acceptable material, not over two feet (2') in length by one foot (1') in width. Said marker shall consist of one piece only and shall have a thickness of not less than four inches (4").

LOT OR FAMILY LOT - The size of the monument shall be governed by the ratios of its base area and its face area to the area of the lot, by the ratio of the length of the monument to the average width of the lot, and by the ratios of its height and depth to the average depth of the lot.

Length of monument shall not exceed 50% of width of lot.

Height of monument shall not exceed 50% of depth of lot.

Depth of monument shall not exceed 10% of depth of lot.

On lots of ten feet (10') or less in depth monuments shall not exceed one foot (1') in depth. In addition to the central monument, one individual marker set level to the ground, not to exceed two feet (2') in length, one foot (1') in depth, and eight inches (8") in thickness, shall be allowed at the head or foot of each grave space, as determined by the Corporation. Said grave space; however, shall be at least ten feet (10') from head to foot of grave.²

In cases of family lots consisting of ten (10) graves or larger and twenty (20) feet or more in depth, the lot owner or his or her representative shall be permitted to place a memorial greater in depth than 10% of the depth of the lot. In these cases, however, the combined width and depth dimensions shall not exceed 50% of the width of the lot, nor shall either of these dimensions exceed the other by 10%. In such cases, spaces of interment will be sacrificed to accommodate the space required for said memorial and all other memorial restrictions for a Lot or Family Lot shall apply.¹⁰

No monument shall be permitted if its over-all widest cross-sectional area above ground exceeds ten (10) per cent of the area of the lot.¹¹

Nor shall a lawn (flush) memorial be permitted if the face area exceeds eight (8) per cent of the area of the lot.

MAUSOLEUMS:

SIZE OF LOTS - Private family mausoleums or columbaria shall be permitted to be erected only on specifically designated lots of an area of at least one thousand (1,000) square feet, approved by the Trustees.

REQUIRED PLANTING - The Corporation shall require the mausoleum to be landscaped with an adequate planting of ground cover, shrubs or trees to be approved by the Executive Officer.

PERPETUAL CARE - The Proprietor of such lot shall, prior to the commencement of any work, deposit a sum with the Corporation in an amount sufficient, in the opinion of the Executive Officer, to provide for the care of the interior and exterior of the mausoleum and the planting in perpetuity.

SIZE OF STRUCTURE AND OFF-SET - The mausoleum structure, including entrances, shall not cover more than fifteen (15) per cent or less than ten (10) per cent of the lot area and shall be positioned on the center line of the lot and off-set not less than eight feet (8') from the rear lot line. The width of said structure shall not exceed fifty (50) per cent of the width of the lot and the height shall not be more than ten (10) per cent or less than six (6) per cent of the lot perimeter.

OTHER MEMORIALS - The Corporation shall not permit other memorials to be erected on the same lot with a mausoleum.

OTHER INTERMENTS - The Corporation shall not permit other interments to be made within the lot outside the mausoleum structure.

FOUNDATIONS - Foundations shall be poured to a depth of not less than five feet (5') or to refusal, whichever case may apply, consisting of three thousand pounds per square inch (3,000 psi) concrete designed to support the total live and dead loads of the superstructure. The foundation shall extend two inches (2") beyond the base of the mausoleum on all sides and finished three inches (3") below the grade line of the lowest elevation.

EXTERIOR SPECIFICATIONS - All exterior components of the mausoleum including walls, roof, ridge coping, cornice, each shall consist of high quality granite free of seams, cracks, grain variations, and any other defects. Said walls and roof shall be of cut granite not less than ten inches (10") in thickness. All roof pieces shall have adequate drip edges cut on the underside of the eaves. All exposed metal must consist of standard bronze dowels per edge of a minimum of five-eighths of an inch (5/8") in diameter shall be installed in each edge of each stone. Bronze anchors shall be a minimum of one-quarter (1/4") in diameter and shall be installed as required. Vents, louvers and screens shall all be made of bronze. Exterior mortar shall consist of stainless Portland cement.

INTERIOR SPECIFICATIONS - When wall linings or facings of granite or marble are incorporated within the mausoleum, said stone work shall be a minimum of two inches (2") thick and shall be properly anchored to the exterior walls. There shall be an adequate number of one-quarter inch (1/4") in diameter bronze anchors between the interior lining and the exterior walls. There shall be sufficient ventilation provided between the crypts or linings and the exterior walls with inlets and outlets at the top and bottom of each crypt. There shall be a suitable drain connected to each crypt.

KEYS - The Corporation requires that a set of keys be presented to the Executive Officer for deposit within the fire proof vault in the Cemetery office.

-RIGHTS OF INTERMENT- 7

CONVEYANCES TO INDIVIDUALS:

FAMILY LOT - In all conveyances of a cemetery lot to an individual, the lot shall be held as a family burial lot of the owner (the "Original Owner") and one grave or niche may be used for the Original Owner's interment, and one for the Owner's surviving spouse, if any, who by law has a vested right of interment in it. If the Original Owner dies without specifically devising the lot in his will, the right of interment in the remaining burial spaces shall be determined as follows (such individuals shall hereinafter be referred to as "Heirs"):

- i) to his issue;
- ii) if he leaves no issue, to his parents;
- iii) if he leaves no issue and no parents, to his brothers and sisters and the issue of any deceased brother or sister;
- iv) if he leaves no issue, no parents, no brother or sister, and no issue of any deceased brother or sister, then to his next of kin;
- v) if he leaves no kindred, then the right of interment in the remaining space shall revert to the Corporation.

DEED OF TRUST - When the Original Owner requires assurance as to specific burial rights, the Corporation recommends that the Original Owner conveys his lot in trust to the Corporation by a Deed of Trust instrument. The Corporation requires that provisions be made for perpetual care of all existing and future memorials, plantings or other embellishments on the lot prior to issuing said Deed of Trust.

AFFIDAVIT TO BE FILED - Upon the decease of the Original Owner of the lot, when the lot is not specifically devised, an affidavit setting forth the fact of death of the Original Owner and containing the names of all Heirs shall be filed with the Corporation and shall be signed by one of the Heirs, and in the case of a minor, by his guardian. The Corporation shall be entitled to rely on such affidavit to permit the use of the unoccupied portion of the lot.

NON-TRANSFERABILITY - A cemetery lot may not be transferred or devised when: (i) an interment of the remains of the Original Owner or a relative of the Original Owner has been made; or (ii) the Original Owner dies without specifically devising his lot.

WAIVER OF INTERMENT RIGHT - Any person who has a right of interment in a family lot may waive such right in favor of any relative, or spouse of a relative, of either the deceased owner or of his or her spouse, and on such waiver the remains of the person in whose favor the waiver is made may be interred in the lot.

CONVEYANCES TO MORE THAN ONE PERSON:

FORM OF OWNERSHIP - Unless clearly expressed to the contrary in the cemetery deed, conveyances to two or more individuals shall create a tenancy in common, and not a joint tenancy or a tenancy by the entirety. If co-owners wish to hold the cemetery lot other than as tenants in common, the cemetery deed must state that the lot is conveyed to such persons "as joint tenants" if a joint tenancy is desired, or "as tenants by the entirety" if a tenancy by the entirety is preferred. Only a husband and wife may hold a cemetery lot as tenants by the entirety.

JOINT TENANTS - In all conveyances to two or more persons as joint tenants, each joint tenant shall have a vested right of interment of his or her remains in the lot conveyed. Upon the death of a joint tenant, the right of interment in the burial lot shall immediately vest in the surviving joint tenants, subject to the vested right of interment for the remains of the deceased joint tenant and of his or her spouse. An affidavit by a person with an interest in the lot setting forth the fact of the death of a joint tenant, when filed with the Corporation, shall be complete authority to the Corporation to permit the use of the unoccupied portion of the lot in accordance with the directions of the surviving joint tenant or joint tenants.

TENANTS BY THE ENTIRETY - In all conveyances to the persons as tenants by the entirety, each tenant by the entirety shall have a vested right of interment of his or her remains in the lot conveyed. Upon the death of a tenant by the entirety, the right of interment in the burial lot shall immediately vest in the surviving spouse.

TENANTS IN COMMON - In all conveyances to two or more persons as tenants in common, each tenant in common shall have a vested right of interment of his or her remains in the lot conveyed. Upon the death of a tenant in common, the right of interment in the burial lot shall pass to his Heirs subject to the vested right of interment for the remains of the deceased tenant in common and of his or her spouse, and shall be subject to the specific restrictions set forth in the section hereof entitled CONVEYANCES TO INDIVIDUALS.

DEED OF TRUST - When co-owners require assurance as to specific burial rights, the Corporation recommends that said tenants convey their lot in trust to the Corporation by a Deed of Trust instrument. The Corporation requires that provisions be made for perpetual care of all existing and future memorials, plantings or other embellishments on the lot prior to issuing said Deed of Trust.

RESTRICTIONS ON OWNERSHIP:

LIMITATIONS UPON USE OF LOT - Ownership of a cemetery lot constitutes only the right of interment. The lot can be used for no other purpose and cannot be divided.

LIMITATIONS UPON TRANSFERABILITY - No person shall transfer or assign any space for interment, or any interest therein, without the written consent of the Corporation endorsed upon the transfer or assignment and recorded upon the books of the Corporation. No person shall sell any space for interment, or any interest therein, except in connection with a sale to the Corporation, such sale to be effected for a price equal to the price paid to the Corporation therefor regardless of when so paid.

RIGHTS OF SURVIVING SPOUSE - The spouse of an owner of any lot that contains more than one interment space has a vested right of interment in the lot, and any person thereafter becoming the spouse of the owner also has such vested right if more than one interment space is unoccupied at the time the person becomes the spouse of the owner. Only a final decree of divorce or dissolution of marriage between the lot owner and his or her spouse will divest the spouse of the vested right of interment, unless the decree provides otherwise.

AVAILABILITY OF INTERMENT SPACE - The right of interment shall be subject to the availability of interment space in the lot. As between equal owners of a right of interment, priority in remaining interment spaces shall be determined by the order of their death.

-PERPETUAL CARE-

REGULAR PERPETUAL CARE:

PURPOSE - Regular Perpetual Care of interment spaces shall mean the Corporation will use reasonable efforts, subject to the availability of funds, to keep the grass in good condition and preservation.

INVESTMENT OF FUNDS - Regular Perpetual Care funds may be invested together with and co-mingled with all other funds of the Corporation (including its own moneys) which do not have to be separately invested. The obligation of the Corporation shall not, unless clearly so expressed, constitute a trust in respect of such funds.

SPECIAL PERPETUAL CARE:

PURPOSE - Special Perpetual Care shall mean specifically instructed treatment of a lot in addition to Regular Perpetual Care. It shall include special or particular kinds of planting, decoration or other care, different from that given to lots for which Regular Perpetual Care only is given.

INVESTMENT OF FUNDS - Special Perpetual Care funds may be invested together with and co-mingled with all other funds of the Corporation (including its own moneys) which do not have to be separately invested. The obligation of the Corporation shall not, unless clearly so expressed, constitute a trust in respect of such funds, and shall in respect of any lot be subject to the terms, conditions and limitations expressed in any instrument providing for the Special Care thereof to the extent income is available therefor.

-PLANTINGS-

APPROVAL - The Corporation shall require that the Proprietor of an interment space or his or her Legal Representative consult with the Executive Officer or his representative regarding location, description and approval of proposed plantings of flower beds, ground cover, shrubs or trees.

WORK BY CORPORATION - All work relevant to preparing, installing and maintaining said plantings shall be performed by personnel of the Corporation unless written permission is granted by the Executive Officer.

PAYMENT - Prior to performing said work or services, the Corporation shall require the annual charge for the care of such plantings be paid or other arrangement made for adequate care, such as perpetual care.

SPECIAL PERPETUAL CARE REQUIRED - All new permanent plantings such as ground cove, shrubs and trees on lots or graves, except replacement plantings previously covered by annual care, shall be covered by a Perpetual Care Contract.

RIGHT TO REMOVE - The Corporation reserves the right to remove such plantings in the event that the person or persons responsible shall fail to pay such charge for one (1) year, or to provide such proper care for the same period if such written permission was granted.

-DECORATIONS-

ARTIFICIAL DECORATIONS - No artificial decorations shall be allowed from April 1 through September 30. Plastic decorations are prohibited. Decorations of natural materials such as dried, straw or silk flowers

shall be permitted in lieu of fresh cut flowers or potted plants for the period from October 1 through March 31.⁴

HOLIDAY DECORATIONS - The Corporation shall allow such decorations as potted plants, baskets of flowering plants, or wreaths to be placed on graves and lots at Easter, Mother's Day, Memorial Day, Father's Day, and Christmas. The removal of such decorations may be performed by employees of the Corporation fourteen (14) days after said holidays.

FLAGS, PLAQUES, ETC. - The Corporation shall not allow the placing of flags, metal plaques, grave markers, or crosses on graves and lots except by special permission from the Executive Officer.

VIGIL LIGHTS - Under no circumstances shall vigil lights be allowed to be placed on graves and lots.

NOT RESPONSIBLE - The Corporation disclaims any responsibility for floral pieces, flags, plaques, etc. placed on graves or lots.

OTHER ARTICLES OR CONTAINERS - Use of glass, china or tin can containers in substitution of approved metal or plastic vases shall be prohibited.

The placing of boxes, shelves, toys, metal designs, ornaments, chairs, settees, wood or iron cases, or other similar articles, upon spaces of interment shall not be permitted.

AUTHORITY TO REMOVE - The Corporation shall have authority to remove all floral designs, growing flowers, or plants when, in the judgment of the Executive Officer, they become unsightly or injurious to the grass or memorials. All potted plants, baskets or other containers of flowering plants upon the grass shall be removed at the expiration of one week, except as otherwise provided for holiday decorations. Floral pieces for funerals shall be removed from a grave once they become unsightly; however, said pieces, in all cases, shall not be left in place longer than three (3) days.

DISCLAIMS LIABILITY - The Corporation shall not be liable for floral pieces, baskets frames in which or to which floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Cemetery. The Corporation shall not be liable for lost or broken flower receptacles. The Corporation shall not be responsible for plantings damaged by the elements, by thieves, vandals, or by other causes beyond its control.

Amendments

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11	<i>Lot Or Family Lot</i>	<i>June 18, 1996</i>	<i>Page 11</i>
12	<i>Office Hours</i>	<i>June 23, 1999</i>	<i>Page 2</i>
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