



RULES AND REGULATIONS

AS REVISED 1964

PREFACE

For the mutual protection of every plot purchaser in Mountain View Memorial Park, the NorthStar Memorial Group hereby adopts the following rules and regulations. All property owners and persons within the cemetery, and all plots sold, shall be subject to said rules and regulations, and subject, farther, to such other rules and regulations, or amendments or alterations, as shall be adopted from time to time; and the reference to these rules and regulations in the deed or certificate of ownership to plots shall have the same force and effect as if set forth in full therein.

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DEFINITIONS

RULE 1-A: COMPANY

The term "Company" means the NorthStar Memorial Group, owners and operators of Mountain View Memorial Park and Mountain View Funeral Home.

RULE 1-B: CEMETERY DEFINED

The term "Cemetery" is hereby defined to include a burial park for earth interments, a community mausoleum for vault or crypt interments, a crematory and columbarium for cinerary interments, or a combination of one, or more than one, thereof.

RULE 1-C: LOT, GRAVE, CRYPT, AND NICHE DEFINED

"Plot" means space in the cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more than one adjoining grave, one or more than one adjoining crypt or vault, or one or more than one adjoining niche.

"Grave" means a space of ground in a burial park used, or intended to be used, for burial.

"Crypt" or "Vault" means a space in a mausoleum of sufficient size used, or intended to be used, to entomb human remains not cremated.

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

RULE 1-D: INTERMENT, ENTOMBMENT, AND INURNMENT DEFINED

"Interment" means the disposition of human remains by burial, entombment, or cremation and inurnment.

"Entombment" means the placement of human remains in a crypt or vault.

"Inurnment" means placing cremated remains in an urn and placing it in a niche or space provided for such cremated remains.

RULE 1-E: MEMORIAL AND MONUMENT DEFINED

The term "Memorial" shall include a monument, marker, tablet, headstone, private mausoleum or tomb for family or individual use, tombstone, coping, lot enclosure, surface burial vault, urn and crypt and niche plates. The term "Monument" shall include a tombstone or memorial of bronze, granite, or other approved stone, which shall extend above the surface of the ground.

GENERAL SUPERVISION OF THE CEMETERY

RULE 2-A: ADMISSION TO CEMETERY

This Company is a private corporation, and it reserves the right to compel all persons coming into the cemetery to present proper identification to the management for examination; also all machines may be compelled to be brought to a full stop at the entrance; and further, this Company reserves the right to refuse admission to anyone not a lot owner or relative of a person interred in said cemetery, and to refuse the use of the cemetery facilities at any time to any person or persons whom the management deem

objectionable to the best interests of the cemetery.

RULE 2-B: CEMETERY MANAGEMENT IN CHARGE OF FUNERAL

All funerals on reaching the cemetery, shall be under the charge of the cemetery management.

RULE 2-C: CASKET NOT TO BE OPENED OR BODY TOUCHED WITHOUT CONSENT

Once the funeral service is completed and the casket is placed in the receiving vault or other space the Company reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the legal representative of the deceased or without a court order provided that in the event necessity requires, the Company may take appropriate steps to correct any obnoxious or proper condition.

INTERMENTS AND DISINTERMENTS GENERALLY

RULE 3-A: SUBJECT TO LAWS

Besides being subject to these roles and regulations, all interments, disinterments and removals are made subject to the orders and laws of the properly constituted public authorities.

RULE 3-B: TIME AND CHARGES

All interments, disinterments and removals must be made at the time and in the manner and subject to the payment of such charges fixed by the cemetery management.

RULE 3-C: HOLIDAYS

No interments, disinterments, removals, cremation, or interment service shall be permitted on Sundays; or on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day or Christmas Day.

RULE 3-D: NOTICE

The right is reserved by the Company to insist upon at least twenty-four hours' notice prior to any cremation or interment, and to at least one week's notice prior to any disinterment or removal. The Company may refuse to make an interment until a more expedient time if the remains arrive at the cemetery entrance after 4 p.m. or if too many funerals arrive at the same hour.

RULE 3-E: APPLICATION FOR INTERMENT

The Company reserves the right to refuse cremation, or interment in any plot, and to refuse to open any burial space for any purpose, except on written application by the plot owners of record made out on forms provided by the Company, unless there are written instructions to the contrary on file in the office.

RULE 3-F: MUST USE CONCRETE LINER OR OTHER CONTAINER

The casket in every earth interment shall be enclosed in a concrete liner or vault, or other container approved by the Company, the actual installation of which shall be made by the employees of the Company.

RULE 3-G: ONLY FAMILY TO VIEW CREMATION

Cremations are strictly private. No one except the immediate family or their representatives shall be in attendance without special permission.

RULE 3-H: CASKET FURNISHINGS MAY BE DESTROYED

The Company reserves the right to remove and to destroy all handles of the caskets designated for cremation. In the case of caskets with glass furnishings delivered to the Company for cremation, in addition to the removal of the handles before cremation the Company reserves the right to remove and to destroy fill glass or metal furnishings. When metal, plastic or fiberglass caskets are presented, the Company reserves the right to destroy the casket and cremate in a wooden cremation container.

RULE 3-I: INTERMENT OF CREMATED REMAINS

The cremated remains must be permanently interred within a period of four weeks. If the arrangements for the interment are not made within the specified time, the Company may inter these remains in a common grave located within the confines of the cemetery. The Company shall be in no way liable for the loss or destruction of said remains. The person authorizing the cremation, or the heirs at law, either jointly or severally, shall be held liable for rental space occupied by the remains pending the time they are permanently interred.

The Company shall be in no way liable or held responsible for any cinerary container, receptacle or urn placed in any niche.

RULE 3-J: AUTHORIZATION OF ONE PLOT OWNER SUFFICIENT

The Company reserves the right to make an interment of any member of the immediate family of any one of the several plot owners upon his/her written authorization. No other person may be interred in any plot without the written consent of one or more owners of the plot who are recorded as such on the books of the Company.

Lot owners who desire to give the privilege for future interment to relations or friends must file on a form approved by the Company proper instructions with the Company, duly signed and acknowledged.

If the interment is to be made at once, the owner must file such instructions with the Company in writing, duly signed, for which no charges are made.

RULE 3-K: LOCATION OF INTERMENT SPACE

When instructions regarding the location of an interment space in a plot cannot be obtained, or are indefinite, or are not in writing, or when for any reason the interment space cannot be opened where specified, the Company may, in its discretion, open it in such location in the plot as it deems best and proper, so as not to delay the funeral; and the Company shall not be liable in damages or any error so made.

When a Funeral Director having charge of the funeral specifies the position of a grave, no change of location after interment will be made except at the expense of the lot owner as the Company cannot be held responsible for any mistake occurring from the want of precise and proper instructions as to the location of any grave, and the Company is entitled to consider the Funeral Director as the owner's agent duly authorized to give such instructions.

RULE 3-L: ORDERS GIVEN BY TELEPHONE

The Company shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in a plot where interment is desired.

RULE 3-M: ERRORS MAY BE CORRECTED

The Company reserves and shall have the right to correct any errors that may be made by it either making interments, disinterments or removals, or 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 as may be selected by the Company, or, in the sole discretion of the Company, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the Company reserves, and shall have, the right to remove and/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Company shall also have the right to correct any errors made by it in placing an improper description, including an incorrect name or date, either on the memorial or on the container for cremated remains.

RULE 3-N: DELAYS IN INTERMENTS CAUSED BY PROTESTS

The Company shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with; and, further, said Company reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined. The Company may require any protest to be in writing and filed in the office of the Company.

RULE 3-O: NOT RESPONSIBLE FOR EMBALMING OR FOR IDENTITY

The Company shall not be liable for the interment permit nor for the identity of the person sought to be interred or cremated; nor shall the Company be liable in any way for the embalming of the body, unless such embalming be done by the Company, and then only for negligence in performing the embalming.

RULE 3-P: NO INTERMENT PERMITTED UNLESS PROPERTY PAID FOR

No interment shall be permitted or memorial placed in or on any property not fully paid for except by special consent of the Company in writing in each and every case, and, in the event such consent is given, any and all interments or memorials placed in or on said property shall be considered as temporary, and a note shall not be considered a payment, and no rights shall be acquired by the plot purchaser of said interment or interments until such property is fully paid for in cash, including principal and interest; and, in case the purchaser of said property shall fail to meet all payments within thirty days after the same are demanded by the Company, then the Company shall re-enter said property and hold the same as its former estate. The Company, thereupon, shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. The Company reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to cremate or to remove to single graves, to be chosen by the Company, each of the remains then interred in said property. The Company shall have the right to remove any memorial that may have been placed on said property. The Company shall have the right to remove any

memorial not paid for according to terms of purchase contract, even though interment is paid full.

RULE 3-Q: INTERMENT OF MORE THAN ONE BODY

No more than one body, or the remains of more than one body, shall be interred in one grave, vault, crypt or niche, unless such grave, vault, crypt or niche has been purchased with the written agreement that more than one body, or the remains of more than one body, may be interred, except by written consent of the Company, and provided proper identification is made of such interment or interments on one regulation crypt, niche, memorial or marker.

RULE 3-R: INTERMENT IN CHURCH OR LODGE PLOT

Where a plot is designated for the use by members of any Church, Lodge or other society, interments shall be limited to the actual members of that organization, and to their husbands or wives, and children who are dependent on the member. The Company may require a written verification of membership from such organization before permitting any such interment.

RULE 3-S: COMPANY'S EQUIPMENT MUST BE USED

Tents, artificial grass, lowering devices, and other equipment owned by the Company, shall be used exclusively in making interments, disinterments and removals.

DISINTERMENTS AND REMOVALS

RULE 4-A: REMOVAL FOR PROFIT PROHIBITED

Removal, by the heirs, of a body or cremated remains so that the plot may be sold for profit to themselves, or removal contrary to the expressed or implied wish of the original plot owner, is repugnant to the ordinary sense of decency and is absolutely forbidden.

RULE 4-B: MAY OBTAIN LARGER PLOT

A body, or cremated remains, may be removed from its original plot to a larger or better plot in the cemetery, when there has been an exchange or purchase for that purpose.

RULE 4-C: CARE IN REMOVAL

The Company shall exercise reasonable care in making a disinterment and removal, but it shall not be liable for damage to any remains, casket, burial case, or urn incurred in making the removal.

SERVICE CHARGES AND PAST DUE INDEBTEDNESS

RULE 5-A: PAYMENT OF SERVICE CHARGES

The charges for the cemetery services must be paid at the time of the issuance of the order of interment or disinterment and removal, accept when satisfactory arrangements have been made with the Company for payment of such charges.

RULE 5-B: PAST DUE INDEBTEDNESS

Arrangements for the payment of any and all indebtedness due the Company must be made before cremation, or before interment will be made in any plot.

PROPERTY RIGHTS OF PLOT OWNERS

RULE 6-A: INTERMENT RIGHTS OF PLOT OWNERS

All plots conveyed to individuals are presumed to be sole and separate property of the owner named in the instrument of conveyance.

The spouse of an owner of any plot containing more than one interment space has a vested right of interment of his remains in the plot and any person thereafter becoming the spouse of the owner has a vested right of interment of his remains in the plot if more than one interment space is unoccupied at the time the person becomes spouse of the owner.

No conveyance or other action of the owner without the written consent or joinder of the spouse of the owner divests the spouse of a vested right of interment, except that a final decree of divorce between them terminates, the vested right of interment unless otherwise provided in the decree.

In a conveyance to two or more persons as joint tenants each joint tenant has a vested right of interment in the plot conveyed.

Upon the death of a joint tenant, the title of the plot held in joint tenancy immediately vests in the survivors, subject to the vested right of interment of the remains of the deceased joint tenant.

A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested.

An affidavit by a person having knowledge of the facts setting forth the fact of the death of the owner and the name of the person or persons entitled to the use of the plot is complete authorization to the company to permit the use of the unoccupied portions of the plot by the person entitled to the use of it.

An affidavit by any person having knowledge of the facts setting forth the fact of the death of one joint tenant and establishing the identity of the surviving joint tenants named in the deed to any plot, when filed with the Company, is complete authorization to the Company to permit the use of the unoccupied portion of the plot in accordance with the directions of the surviving joint tenants or their successors in interest.

When there are several owners of a plot or of rights of interment in it, they may designate one or more persons to represent the plot and file written notice of designation with the Company. In the absence of such notice or of written objection to its so doing, the Company is not liable to any owner for interring or permitting an interment in the plot upon the request or direction of any co-owner of the plot.

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

RULE 6-B: FAMILY PLOT HELD INALIENABLE

Whenever an interment of the remains of a member or of a relative of a member of the family of the record owner or of the remains of the record owner is made in a plot transferred by deed or certificate of ownership to an individual owner and the owner dies without making disposition of the plot in his will by a specific devise, or by a written declaration filed and recorded in the office of the Company, the plot thereby becomes inalienable and shall be held as the family plot of the owner.

In a family plot one grave, niche or crypt may be used for the owner's interment; one for the owner's surviving spouse, if any, who by law has a vested right of interment in it; and in those remaining, if any, the parents and children of the deceased owner in order of death may be interred without the consent of any person claiming any interest in the plot.

If no parent or child survives, the right of interment goes in the order of death first, to the spouse of any child of the record owner and second, in the order of death to the next heirs at law.

Any surviving spouse, parent, child or heir who has a right of interment on a family plot may waive such right in favor of any other relative, or spouse of a relative of either the deceased owner or of his spouse, and upon such waiver the remains of the person in whose favor the waiver is made may be interred in the plot.

The Company may take and hold any plot conveyed or devised to it by the plot owner so that it will be inalienable, and interments shall be restricted to the persons designated in the conveyance or devise.

RULE 6-C: DESCENT OF RIGHT OF INTERMENT

If no interment is made in an interment plot which has been transferred by deed or certificate of ownership to an individual owner, or if all remains previously interred are lawfully removed, upon the death of the owner, unless he has disposed of the plot either in his will by a specific devise or by a written declaration filed and recorded in the office of the cemetery authority, the plot descends to the heirs at the law of the owner subject to the rights of interment of the decedent and his surviving spouse.

TRANSFERS AND ASSIGNMENTS

RULE 7-A: CONSENT OF COMPANY

No transfer or assignment of any plot, or interest therein, shall be valid without the consent of the Company first to be had and endorsed upon such a transfer or assignment which must be in approved form, and thereafter being recorded on the books of the Company.

RULE 7-B: INDEBTEDNESS

The Company may refuse to consent a transfer or to an assignment as long as there is any indebtedness due the Company from the record plot owner.

RULE 7-C: POSSESSION OF DEED NOT SUFFICIENT

The possession of a deed is not sufficient evidence of the transfer of a lot or grave from the original purchaser, and no sale, transfer or conveyance of any lot or grave or interest therein shall be valid without the consent of the Company endorsed upon such transfer or

conveyance. The record of deeds kept by Mountain View Development Company is the paramount evidence of title recognized by the Company and shall govern and control all interments made therein. All lot transfers must be executed by deed pursuant to the conditions of and on forms obtainable at the office of the Company, and when the transfer is approved by the Company, the name of the grantee will be entered on the records kept by the Company.

RULE 7-D: LOSS OF DEED

Upon satisfactory evidence showing the loss or destruction of any deed, a new instrument, (containing all the conditions, exceptions and reservations as in the original) may be procured in lieu of such lost or destroyed deed. Such lieu deed must recite, however, that it is executed by reason of the loss or destruction of the original, and must be recorded on the books of the Company the same as the transfer.

RULE 7-E: TRANSFER CHARGES

The Company may fix a charge for all transfers of ownership in plots. No transfer of ownership shall be complete or effective until all charges are paid.

SUBDIVISION OF PLOTS

RULE 8: MAY NOT SUBDIVIDE PLOTS

The subdivision of plots is not allowed, and no one shall be buried in any plot not having any interest therein, except by written consent of all parties interested in such plot and of the Company; provided, however, a relative of any record owner may be buried in said plot as provided in these rules or in the laws of the State.

CONTROL OF WORK BY COMPANY

RULE 9-A: WORK TO BE DONE BY COMPANY

All grading, landscape work and improvements of any kind, and all care of plots, shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed, and all openings and closings of plots, and all interments, disinterments and removals shall be made only by the Company.

RULE 9-B: MANAGEMENT MUST DIRECT AND MAY REMOVE IMPROVEMENTS

All improvements or alterations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Management; and, should they be made without its consent, Management shall have the right to remove, alter or change such improvements or alterations at the expense of the plot owner, or, in any event, at any time, in its judgment, they become unsightly to the eye.

CHAPEL

RULE 10: MANAGEMENT TO HAVE CHARGE OF CHAPEL

All arrangement of flowers, must be under the supervision and control of Management, whether such funeral be conducted by the mortuary operated in the cemetery or by a funeral

director whose funeral establishment is not within the cemetery.

DECORATION OF PLOTS

RULE 11-A: FLORAL REGULATIONS

No flower receptacles may be placed on any plot, or in the mausoleum or columbarium, unless approved by the Company and they shall be of metal of approved size and design and, in the case of a burial park, set wholly beneath the level of the lawn. Such receptacles may be purchased from and be placed by the Company. The Company shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the cemetery as soon as, in the judgment of the Management, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained. The Company shall not be liable for floral pieces, baskets or frames in which or to which such floral pieces are attached. The Company shall not be liable for lost, misplaced or broken flower vases. The Company shall not be responsible for plants, herbage or plantings of any kind damaged by the elements, thieves, vandals, or by other cause beyond its control. The Company reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants) or herbage of any kind, unless it gives its consent.

RULE 11-B: REMOVAL OF FLORAL FRAMES

Floral frames when removed from the plot site, unless called for within five days by those lawfully entitled to them, may be disposed of by the Company in any manner it sees fit.

RULE 11-C: CERTAIN ORNAMENTS PROHIBITED

The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, vases, glass, wood or iron cases, and similar articles, upon plots shall not be permitted, and, if so placed, the Company reserves the right to remove the same.

RULE 11-D: URNS, ETC., SUBJECT TO APPROVAL

All fittings, adornments, urns, inscriptions and name plates for crypts or niches are subject to the approval and control of, and acceptance or rejection by, the Company.

ROADWAYS, PLATTING AND REPLATTING

RULE 12-A: RIGHT TO REPLAT, REGRADE AND USE PROPERTY

The right and privilege, at any time and from time to time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all or any part, portion or subdivision of the property hereby mapped and platted (including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives) and to file amended maps or plats thereof, and to use the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the care, preservation or preparation for the disposal or interment of human dead bodies, or other cemetery purposes, together with easements and rights of way over and through said premises for, and the right and privilege of installing, maintaining and operating pipelines, conduits or drains for sprinklers, drainage, electric or communication lines, or for any other purposes, is hereby expressly reserved.

RULE 12-B: NO RIGHT GRANTED IN ALLEYS

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

CONDUCT OF PERSONS WITHIN THE CEMETERY

RULE 13-A: MUST USE WALKS

Persons within the cemetery grounds shall use only the avenues, walks, alleys and roads, and any person injured while walking on the grass, except that be the only way to reach his plot, or while on any portion of the cemetery other than the avenues, walks, alleys or roads, shall in no way hold the Company liable for any injuries sustained.

RULE 13-B: TRESPASSERS ON CEMETERY PLOTS

Only the plot owner and his relatives shall be permitted on the cemetery plot. Plots are sacred and private property and must not be invaded. Any other person thereon shall be considered a trespasser, and the Company shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.

RULE 13-C: CHILDREN

Children under fifteen years of age shall not be permitted within the cemetery, or its buildings, unless accompanied by proper persons to take care of them.

RULE 13-D: FLOWERS, ETC.

All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants, or feeding or disturbing the birds or fish or other animal life.

RULE 13-E: REFRESHMENTS

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

RULE 13-F: LOITERING PROHIBITED

Persons other than plot owners or relatives shall not be permitted to loiter in the cemetery, or in any of the buildings.

RULE 13-G: LOUD TALKING

Boisterous or unseemly conduct shall not be permitted in the cemetery, or in any of the buildings.

RULE 13-H: RUBBISH

The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Receptacles for waste material are located at convenient places.

RULE 13-I: AUTOMOBILES

Automobiles shall not be driven through the grounds at greater speeds than fifteen miles per hour, and must always be driven and parked on the right hand side of the roadway. Automobiles are not allowed to park or come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral.

RULE 13-J: BICYCLES AND MOTORCYCLES

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

RULE 13-K: PEDDLING OR SOLICITING

Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of the Company under its direction is prohibited within the confines of the cemetery. Solicitation of any kind is strictly forbidden at any time in the cemetery without the approval of the Company. Violation of this rule will result in immediate dismissal.

RULE 13-L: FIREARMS

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

RULE 13-M: NOTICES AND ADVERTISEMENTS

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

RULE 13-N: PETS

Pets shall not be allowed on the cemetery grounds or in any of the buildings.

RULE 13-O: HOURS GROUNDS AND OFFICE OPEN

The cemetery grounds shall be open from 8:00 a.m. to dark. The office shall be open from 8:00 a.m. to 9:00 p.m.

RULE 13-P: IMPROPRIETIES

It is of the utmost importance that there should be strict observance of all of the proprieties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and the Management shall have power to prevent improper assemblages.

RULE 13-Q: MANAGEMENT TO ENFORCE RULES

The Management and such other employees as the Company may designate is hereby empowered to enforce all rules and regulations, and to exclude from the property of the Company any person violating the same. The Management and his assistants shall have charge of the ground and buildings, and at all times shall have supervision and control of all persons in the cemetery including the conduct of funerals, weddings, traffic, employees, plot owners and visitors.

FEES, GRATUITIES AND COMMISSIONS

RULE 14: GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES

No person, while employed by the Company, shall receive any fee, gratuity or commission, except from the Company, either directly or indirectly, under penalty of immediate dismissal.

PROTECTION AGAINST LOSS

RULE 15-A: THE COMPANY NOT RESPONSIBLE

The Company shall take responsible precaution to protect plot owners, and the property rights of plot owners, within the cemetery, from loss or damage, and to furnish prompt and efficient service in all matters; but it distinctly disclaims all responsibility for loss or damage from causes all beyond its reasonable control, and specifically from damage caused by elements, acts of God, common enemy, thieves, vandals, strikes, lockouts, malicious mischief makers, explosions, unavoidable avoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral.

RULE 15-B: COMPANY MAY CHARGE FOR UNUSUAL REPAIRS NECESSITATED BY ACTS OF GOD, ETC.

In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze or concrete work on any section or plot or crypt or niche, or any portion or portions thereof on the cemetery, mausoleum or columbarium, which has been damaged by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, the Company shall give a ten day written notice of the necessity for such repair to the plot owner of record. The notice shall be given by depositing the same in the United States mail addressed to the plot owner of record at his or her address stated on the books of the Company. In the event the plot owner fails to repair the damage within a reasonable time, the Company may direct that the repairs be made and charge the expense against the plot owner of record.

CHANGE OF ADDRESS OF PLOT OWNERS

RULE 16: PLOT OWNERS MUST NOTIFY COMPANY

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

ENDOWMENT CARE

RULE 17-A: ENDOWMENT CARE OF CEMETERY

No property in Mountain View Burial Park is sold without Endowed Care.

RULE 17-B: ENDOWMENT CARE OF PLOTS

Endowment care is that care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the endowment care fund, and includes the plantings, cutting, watering, and care of lawns, trees and shrubs; the cleaning and upkeep of buildings; and the maintenance of utilities, walls, roadways and walks. The Company may also use a portion of the income from such fund for such general care, maintenance, repairs and embellishment as it in its sound discretion shall deem to be for the best interests of the cemetery to the end that the cemetery generally be kept in the best condition possible within the limits of such incomes.

RULE 17-C: ENDOWMENT CARE OF MAUSOLEUM OR COLUMBARIUM

Endowment care is that care and road maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the endowment care fund, and includes the cleaning and sweeping of the building at reasonable intervals, the replacement of broken glass; the keeping of the road in repair, and proper provision of locks and doors to prevent the entrance of prowlers or undesirable person. The Company may also use a portion of the income from such fund for such general care, maintenance, repairs, and embellishment as it in its sound discretion shall to be for the best interests of the Mausoleum and Columbariums generally be kept in the best condition possible within the limits of such income.

RULE 17-D: ENDOWMENT CARE EXCEPTIONS

The term "endowment care" shall not be construed as meaning the maintenance, repair or replacement of any gravestones or monumental structures or memorials placed or erected upon plots; not the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work in the cemetery or in the Mausoleum or Columbarium Crematory, or other buildings or structures, caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

RULE 17-E: INVESTMENT OF ENDOWMENT CARE FUNDS

The money received for endowment care shall be held in trust and invested as provided by law. The Company reserves the right, however, either to handle all investments itself, or to deposit said funds with any person, company or corporation qualified to act as trustee for such funds.

RULE 17-F: EXPENDITURE LIMITED TO INCOME

Endowment care and special care, whether applied to plots, mausoleum or columbarium space, or to any space within the confines of the cemetery, shall be limited absolutely to the net income received from the investment of the care funds--no part of the principal being expended--anything herein stated to the contrary notwithstanding standing.

RULE 17-G: FUNDS MAY BE DEPOSITED WITH OTHERS OF LIKE CHARACTER

It is understood and agreed between the purchaser and this Company that endowment care funds and special care funds may be deposited with others of like character and intent, to the end that from such accumulated funds shall be used for care as provided in the rules and regulations; but in no case shall their deposit be construed as a contract to care for any individual property or space in any way other than as defined in said rules and regulations; and the care of the grounds and buildings, and special care, shall be limited to the net income received from the investment of such funds.

RULE 17-H: DIRECTORS TO DIRECT EXPENDITURES

The net income from the endowment care fund shall be expended by the Company in such a manner as will, in the judgment of its Directors, be most advantageous to the property owners as a whole, and in accordance with the purposes and provisions of the law of the State applicable to the expenditure of such funds. The Board of Directors is hereby given

the full power and authority to determine upon what property, for what purpose, and in what manner the income from said fund shall be expended, and it shall expend said income in such manner as, in its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the cemetery grounds, mausoleum or columbarium, and may include those items specifically excepted in Rule 17-D. It may also expend the income for attorney's fees and other costs necessary to the preservation of the legal rights of the Company.

RULES FOR MEMORIAL WORK IN MEMORIAL PARK

RULE 19-A: BRONZE MEMORIAL TABLETS-GENERAL

Monuments or stones of any kind, or enclosure, shall not be permitted on the graves within the entire Memorial Park. Only bronze tablets or markers shall be allowed, and they must be set level with the ground at the head of each grave. The foundation must be placed by the Company. Memorials other than bronze may be permitted with the approval of Management.

RULE 19-B: BRONZE MEMORIAL TABLETS-STANDARD SPECIFICATIONS

The following standard specifications are directed to the notice of manufacturers of bronze memorial tablets intended for placement in the cemetery. All markers or tablets are subject to the approval of the Company prior to placement, and the acceptance or rejection shall be based upon the specifications standard to the industry and the Company.

- I. Sizes and Dimensions
 - A. Outside dimensions and flange shall be determined by the Company
- II. Sloping flange
 - a) Width--two inches (2") on both large and small memorial tablets.
 - b) Height of flange edges--not less than 3/8".
 - c) Thickness of metal--not less than 3/16".
- III. Attachment bolts
 - a) Six (6) soft bronze attachment bolts on back face of each memorial tablet.
 - b) Diameter--not less than 5/16"
 - c) Exposed length--not over 2" including lug seat, nor less than 1"; maximum from face of letters to end of lug shall not be over 2-5/8".
 - d) Must be soft bronze so they can be bent for concrete setting.
 - e) Bolts may be cast integrally or attached by screw, threading not less, than 3/8", in cast lugs on back of casting.
- IV. Materials
 - A. Standard of quality--Bulletin QQ-B-691B-A1 of the National Bureau of Standards on the subject of "Bronze Castings" is used as authoritative reference:
 - B. Proportions of materials as follows: 88% of copper, 3% of tin, 2% of lead, 7% of zinc. A variation not exceeding 1% is permissible for each above material specified. All virgin metal must be used and mixed to a uniform alloy at proper temperature.
- V. Designs

A. General Requirements

1. Memorial tablets shall be free from scale, sand holes, pits, pin holes, and other imperfections which mar the appearance of or impair the usefulness and stability of the finished memorial tablet.
2. All ornaments, letters and background shall be clean and sharp and all edges true and accurate to the standard dimensions defined herein. Ornaments and letters must be hand-chase, tooled and burnished appropriately for a memorial tablet.
3. Matching of approved color and texture, as per sample memorial tablet, shall be done by oxidizing and application of clear lacquer.
4. No colored lacquer or lacquer carrying pigment shall be used.

B. Lettering

1. Shall be carefully spaced and accurately set in a line, both vertically and horizontally, and must be of uniform height and width.
2. Names and dates, inscriptions and emblems shall be arranged so as to result in an artistic and neat appearing plate.
3. Style of lettering to be preferably round-faced classic, V-shaped classic, or flat-faced classic. Other styles of lettering are subject to approval.

RULE 19-C: GRANITE MEMORIAL TABLETS

A. Sizes and Dimensions

1. Granite memorial tablets shall be subject to size limitations standard within the individual sections.

B. Quality

1. Granite memorial tablets must be of good, sound, durable stock and shall be free from seams or any imperfections.

C. Sawing Requirements

1. All memorial tablets must have sawed bottoms, and shall be fabricated from sawed granite slabs.

D. Thickness

1. All granite memorial tablets must be of uniform thickness throughout and shall be not less than 3" or more than 6" in thickness.

E. Foundation and Placement

1. All memorial tablets must be set on the graves by the Company and shall be set flush with the sod. A foundation and placement charge, fixed by the management, shall be paid before the tablet is placed.

RULE 19-D: MEMORIAL SETTING

All memorials shall be set in concrete with a protective border and placed in the proper location by the cemetery employees.

RULE 19-E: NO MEMORIAL PERMITTED

No memorial will be permitted to be placed on a grave not fully paid for, except by special consent of the Company and, in the event such consent is given, any and all memorials in or on said grave shall be considered as temporary and may be removed at the discretion of the Management.

RULE 19-F: MISCELLANEOUS

- I. Should any memorial become unsightly, dilapidated, or a menace to visitors, the Company shall have the right to either correct the condition or to remove same at the expense of the lot owner.
- II. No memorial placed on a grave shall be removed without the permission of the Company.
- III. The Company disclaims any responsibility for any damage to raised letters, projected carvings or ornaments on any memorial even though caused by employees of the Company performing their regular duties, except in case of gross negligence.

MISCELLANEOUS

RULE 20: GENERAL

- I. Picking flowers, breaking or injuring plants, trees or shrubs, or in any other way injuring any monument, headstone, vault or other structure or any property within the cemetery is prohibited, and parties doing so are liable to severe penalty according to the State law.
- II. If anything be placed on any lot or grave which shall be deemed offensive, improper or which violates any rule, it will be removed.
- III. Any error, neglect or incivility by employees should be promptly reported to the Company.
- IV. All improper persons, and all those known to have wantonly violated any of the rules or regulations of the cemetery, will not be permitted to enter the grounds.
- V. The Company will not be responsible for articles left on the grounds or in the buildings.

MODIFICATIONS AND AMENDMENTS

RULE 21-A: EXCEPTIONS AND MODIFICATIONS

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Company, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of these rules and regulations when, in its judgment, the same appear advisable. Such temporary exception, suspension or modification shall in no way be construed as effecting the general application of such rule.

RULE 21-B: AMENDMENTS

The Company may, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these rules and regulations.

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