



RULES AND REGULATIONS

OF

CHIPPIANNOCK CEMETERY ASSOCIATION

AS APPROVED

APRIL 2, 1998

BY THE

BOARD OF DIRECTORS

OF

CHIPPIANNOCK CEMETERY ASSOCIATION

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RULES AND REGULATIONS

OF

CHIPPIANNOCK CEMETERY ASSOCIATION **(REVERSIONARY OWNER)**

For the mutual protection of every lot purchaser in the Cemetery, the Reversionary Owner, hereby adopts the following rules and regulations. All property owners and persons within the cemetery, and all interment rights sold, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by Reversionary Owner from time to time; and the reference to these rules and regulations in the contract, deed, or certificate of ownership to lots shall have the same force and effect as if set forth in full therein.

These rules and regulations are designed for the protection of the Reversionary Owner and the collective owners of burial rights. They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect the Cemetery create and preserve its beauty. These rules and regulations are hereby adopted as the rules and regulations of the Reversionary Owner and all owners or burial rights, visitors and contractors performing work within the cemetery, shall be subject to said rules and regulations, such amendments or alterations as shall be adopted from time to time. The Reversionary Owner has entire charge of the cemetery and is authorized to enforce all rules and regulations as adopted.

The rules and regulations shall be on file in the cemetery office, and copies shall be made available to interested parties on written request, and payment of administrative fees associated therewith.

DEFINITIONS

A. **“Box”** means a grave liner or permanent outside container, consisting of one piece, and one piece lid which is not sealed.

B. **“Burial”** or **“Buried”** means the act or result of interment, entombment or inurnment.

C. **“Cemetery”** means the burial park, for earth interments; the lawn crypts and community mausoleum, individual mausoleum, for crypt or vault interments; and the crematory and columbarium, or individual niches for cinerary interments.

D. **“Cremation”** means the technical heating process that reduces human remains to bone fragments, which occurs through heat and evaporation.

E. **“Crypt”** means a space in a mausoleum or in the ground where lawn crypts are placed of sufficient size used, or intended to be used, to entomb cremated or embalmed remains.

F. **“Entombment”** means the disposition of human remains in a lawn crypt or a mausoleum crypt.

G. **“Entombment right”** means the right to place individual human remains or individual cremated remains in a specific mausoleum crypt or lawn crypt selected by the consumer for use as a final resting place.

- H. **“Grave”** means a space of ground in a burial park used, or intended to be used, for burial.
- I. **“Interment”** means the disposition of human remains by earth burial, entombment, or cremation and inurnment.
- J. **“Interment right”** means the right to place individual human remains or cremated remains in a specific underground location selected by the consumer for use as a final resting place.
- K. **“Inurnment”** means placing cremated human remains in an urn and placing in a niche, or in the ground.
- L. **“Inurnment right”** means the right to place individual cremated remains in a specific niche selected by the consumer for use as a final resting place.
- M. **“Lawn Crypt”** means a permanent underground crypt usually constructed of reinforced concrete or similar material installed in multiple units for the entombment of human remains.
- N. **“Lot”** means same as Plot.
- O. **“Management”** means the Reversionary Owner and designated representatives of the Reversionary Owner.
- P. **“Marker”** means a memorial of granite and/or bronze and or bronze on granite.
- Q. **“Mausoleum Crypt”** means a space in a mausoleum used or intended to be used above or under ground, to entomb human remains.
- R. **“Memorial”** means a marker, monument, vase, crypt or niche name plate for the purpose of identification or in memory of the interred.
- S. **“Monument”** means a memorial of granite that extends above the surface of the lawn and has a base and die.
- T. **“Niche”** means a space in a columbarium used, or intended to be used, for inurnment of cremated remains.
- U. **“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 and or space, one or more than one adjoining crypt or one or more than one adjoining niche.
- V. **“Reversionary Owner”** means the Chippiannock Cemetery Association.
- W. **“Space”** means the space on a lot for the interment of one human remains.
- X. **“Vault”** means a permanent outside container of grade better than a two piece box, which is sealed.

GENERAL SUPERVISION OF CEMETERY

ADMISSION TO CEMETERY

The cemetery is a private cemetery, and the management reserves the right to compel all persons coming into the cemetery to present proper identification to the superintendent for examination; also all machines may be compelled to be brought to a full stop at the entrance; and further, the management reserves the right to refuse admission to anyone not a lot owner or relative of a person buried in the cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the cemetery.

CASKET NOT TO BE OPENED OR BODY TOUCHED WITHOUT CONSENT

Once the committal service is completed and the casket is placed in the receiving vault or other space, no person shall open the casket or touch the body without the consent of the legal representative of the deceased or an order of a court of competent jurisdiction; provided the management may take appropriate steps to correct any obnoxious or improper condition.

CEMETERY MANAGEMENT IN CHARGE OF FUNERAL

All funerals, on reaching the cemetery, shall be under the supervision of the management. The management is hereby empowered to enforce all Rules and Regulations and to exclude from the cemetery any person violating the same. The management and its 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, traffic, employees, lot owners, licensees, and invitees.

RECORDS OF CEMETERY

The files, papers, documents, reports, ledgers, maps, lot cards, correspondence, and other written records maintained by the Reversionary Owner are the sole and exclusive property of the Reversionary Owner. Information contained therein is for the exclusive use of management. Record requests may be subject to an administrative fee which may be changed from time to time by management.

BURIALS AND REMOVALS

AUTHORIZATION REQUIRED

The management reserves the right to refuse interment or removal, except on written application by the legal representatives or proper authorities made out on blanks provided by or approved by the management and duly filed in the office of the cemetery. No cremation or interment shall be permitted nor shall a body be received unless proper authorization is furnished prior to disposition.

BURIAL OF MORE THAN ONE BODY

The Management reserves the right to permit or authorize the interment of more than one human remains in one grave or crypt. The Management may exercise this right with reference to single crypts or single graves or any section of graves.

BURIAL - NOT PERMITTED UNLESS PROPERTY PAID FOR

No burial, interment, entombment or inurnment shall be permitted or memorial placed in or on any property until space, crypt or niche is paid for except by special consent of the management 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 an encroachment, and a note shall not be considered as payment and no rights shall be acquired by the lot purchaser of said property 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 (30) days after the same are demanded by the management, 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 management, 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 management reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to remove to single graves, to be chosen by the management, each of the remains then interred in said property. The management, further, shall have the right to remove any memorial that may have been placed on said property.

CASKET CONTAINER STANDARDS

Remains for interment shall be delivered to the cemetery in a casket or container composed of rigid material such as wood, fiberglass, plastic or metal and shall be of such construction so as to, (1) assure protection to the health and safety of the cemetery personnel, (2) provide proper covering for the remains and (3) meet moral codes for the respect and dignity of the deceased.

CASKET FURNISHINGS MAY BE DESTROYED

The management reserves the right to remove and to destroy all handles of the caskets delivered for cremation. In the case of caskets with glass furnishings delivered to the cemetery for cremation, in addition to the removal of the handles before the cremation the management reserves the right to remove and to destroy all glass or metal furnishings, and any casket remains.

CERTAIN FOREIGN MATERIALS IN THE BODY

Certain foreign materials in the body can be dangerous when placed in a cremation chamber. If the crematory does not receive proper notice, the family shall be responsible for any

damage resulting to the crematory and the cemetery shall not be responsible or accept any liability under those circumstances.

CONTAINER - OUTSIDE

All burials must be made in a two (2) piece concrete box or vault that is not hinged of type, quality, and construction approved by the management. The use of wooden boxes and sectional boxes shall not be permitted. All boxes and vaults sold by anyone other than the management shall be placed and serviced with the direction of the management or a licensee, which installation shall be supervised by management. However, the management assumes no liability in the placement or handling of such boxes or vaults.

All cremated remains of human bodies shall be buried with a permanent outside encasement, minimum standard of which shall be a concrete foundation surrounding the cremated remains. Inurnment or entombment shall be in a container approved by the management. Short term storage may be permitted as provided in these rules and regulations.

Construction shall be such that the container shall resist cracking, puncturing or structural failure as determined by the Reversionary Owner, which decision shall be conclusive on all third party sellers and installers.

A. PROCEDURE FOR APPROVAL

1) Request for approval of new outer containers should be made in writing to the Reversionary Owner, and should include general information and specifications of the container. Reversionary Owner shall review material submitted and recommend test service facilities, although manufacturers may use any acceptable testing laboratory. Test results must be transmitted to the Reversionary Owner prior to approval. Reversionary Owner, however, reserves the right to test and approve in writing, all containers prior to use.

2) The management shall inspect all containers and report to the Reversionary Owner any problems with an outer container that indicates poor quality or workmanship, requiring consideration that the product be rejected.

CREMATION CONTAINER STANDARDS

Bodies for cremation shall be in a cremation container of at least the following standards; (1) be composed of suitable combustible materials, (2) be rigid enough for handling, (3) assure protection to the health and safety of the operator, (4) provide proper covering for the remains, (5) meet moral codes for respect and dignity.

A full enclosure "dome" or top piece shielding the deceased from view at all times, with a rigid bottom, substantial enough to not bend or sag under the weight of a 450 pound body shall be required. No container composed of explosive material such as fiberglass, plastic resin compound Polyvinyl Chloride, or other man made synthetic material not suitable for combustion in a cremation chamber shall be permitted. The management reserves the right to make exceptions for special conditions, extreme oversized or overweight deceased persons, child containers, and limbs or pathological tissues, and other reasons beyond the control of the management. An additional charge may apply to metal caskets to defray the cost of disposal.

CREMATION OF PETS

No pet shall be cremated in the human crematory.

CREMATION - RESTRICTED VIEW OF

Cremations are strictly private. No one shall be in attendance without permission of the management.

EMBALMING

Because of health reasons and the possibility of obnoxious odor, all human remains buried in the mausoleum or in private crypts above ground, or multiple interment containers shall be embalmed prior to interment.

EMBALMING - NOT RESPONSIBLE FOR

The Reversionary Owner shall not be liable for the embalming of the body.

ERRORS MAY BE CORRECTED

The management reserves, and shall have, the right to correct any errors that may be made by it either in making burials or removals, or in the description, either by cancelling 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 management, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the burial of the remains of any person in such property, the management reserves, and shall have, the right to remove and bury the remains in such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The management shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date, either on the memorial or on the container for cremated remains.

HOLIDAYS

No interments, removals, committal service or any other service shall be permitted after 3:30 p.m. on weekdays or after 2:30 p.m. Saturdays, or on a Sunday, or on any of the following holidays: New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

When any holiday falls, or is legally observed, on a Saturday or Monday, funerals will be received on the last weekday preceding the holiday.

IDENTITY

The management assumes no duty for identity of the remains of the deceased, and can give no assurance that the remains interred or cremated are that of the person shown on the

Interment Authorization executed and delivered to the management. The management relies upon the representations of family, funeral director, or others making such statements of identity for interment authorization, burial prints, or death certificates.

INDEBTEDNESS - PAST DUE

Arrangements for the payment of any and all indebtedness due the management or its affiliates must be made before interment shall be made. No merchandise or other services shall be provided or any merchandise installed until all charges due the management or its affiliates are paid.

INTERMENT OF CREMATED REMAINS

The heirs of legal representative of the person to be cremated shall be required to make written arrangements with the management for the cremation and make payment. The cremated remains not claimed may be permanently interred within a period of eight weeks. If the arrangements for their interment are not made within the specified time, the management 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 buried.

INTERMENTS - DELAYS IN

The management shall be in no way liable for any delay in the burial of a body where a protest to the burial has been made, or where the rules and regulations have not been complied with, or because of strikes, the elements, an act of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority; and, further, the management reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined. Any protest must be in writing and filed in the office of the cemetery. All bodies placed in receiving vaults shall be embalmed.

INTERMENT OF PETS

No animals shall be interred in the cemetery.

INTERMENT - RIGHT OF DESCENT

If no interment is made in an interment lot 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 lot either in his will by a specific devise or by a written declaration filed and recorded in the office of the cemetery authority, the lot descends to the heirs at law of the owner subject to the rights of interment of the decedent and his surviving spouse provided for in these Rules and Regulations.

INTERMENT SPACE - LOCATION

When instructions from the lot owner 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 management 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 management shall not be liable in damages for any error so made.

INURNMENT CONTAINER SPECIFICATIONS

All cremated remains to be inurned in the cemetery shall be placed in a sealed container of a type, quality and construction approved by the management. The use of paper, cardboard, or other similar biodegradable materials shall not be permitted.

LAWS

In addition to being subject to these rules and regulations, all burials, cremations, and removals are made subject to the orders and laws of the properly constituted authorities of the city, county and state.

LIABILITY - NO LIABILITY FOR DAMAGE DURING REMOVAL

The cemetery shall not be liable for damage to any casket, burial case, or urn occurring during the removal thereof.

LOT - MAY OBTAIN LARGER LOT

A body, or cremated remains, may be removed from its original burial site to a larger or better lot in the cemetery when there has been an exchange or purchase for that purpose. Written consent from surviving spouse and as many relatives as possible, particularly all members of immediate family, shall be obtained. When a single grave has been donated by the Reversionary Owner, the grave space reverts back to the Reversionary Owner.

LOT OWNERS - PROPERTY RIGHTS OF

Only the right to inter is conveyed. The Reversionary Owner retains all other reversionary interest in the space, crypt, or niche conveyed. All interment rights conveyed to individuals are the sole and separate property of the owner named in instrument of conveyance.

Successors in interest shall be determined as follows: The spouse of an owner of any lot containing more than one interment space has a vested right of interment of his remains in the lot and any person thereafter becoming the spouse of the owner has a vested right of interment of his remains in the lot if more than one interment space is unoccupied at the time the person becomes the spouse of the owner.

No conveyance or other action of the owner without the written consent of 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 lot conveyed.

Upon the death of a joint tenant, the title to the lot 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 lot is complete authorization to the Cemetery to permit the use of the unoccupied portions of the lot 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 lot, when filed with the cemetery, is complete authorization to the cemetery to permit the use of the unoccupied portion of the lot in accordance with the directions of the surviving joint tenants or their successors, in interest.

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

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.

NOTICE

Twenty-four hours notice, Sundays and Holidays excluded, must be given to the management before any burial. The management is authorized to refuse interment in, or the erection of any memorial work on any lot against which there is an unpaid balance.

No disinterment or removal shall be made except by the management on written request of the person(s) with legal authority to direct the same, or by court order prior to time of removal.

At least one week's notice shall be given prior to any removal. The removal will be made at the convenience of the management.

The management may defer an interment until a more expedient time for any reason.

REMOVAL FOR PROFIT PROHIBITED

Removal, of a body or cremated remains so that a space, lot, crypt or niche may be sold for profit, or removal contrary to the express or implied wish of the original owner is forbidden.

SERVICE CHARGES - PAYMENT OF

The charges for the cemetery service must be paid at the time of the issuance of the order of burial or removal, unless payment arrangements are made in writing with the management prior to the service.

SUBSTITUTION IN THE EVENT OF NON-AVAILABILITY

The cemetery reserves the right to substitute merchandise of equal generic quality in the event a particular grade of merchandise, brand name, or trade name is no longer available.

SUBSTITUTION IN THE EVENT OF PRE-DEVELOPMENT OR PRE-CONSTRUCTION

If it becomes necessary for a person to use a pre-developed or pre-constructed interment site for interment prior to the completion thereof, the management, at its option, shall have the right to substitute the same number of available sites, to be selected by the legal representatives, anywhere in the cemetery, of a quality equivalent to the standard ground burial, or the remains may be temporarily interred by the management until the pre-developed and pre-constructed site is completed, at which time permanently interred in the contracted site.

SUBSTITUTION IN THE EVENT OF SIZE

Spaces and crypts are laid out, designed, and constructed based upon recognized industry standards. In the event, because of an oversized or overweight deceased person, or because of disfigurement, such human remains cannot be interred within the confines of such standard spaces or crypts, then the management reserves the right to relocate the human remains, and to substitute the interment site and merchandise to accommodate such circumstances.

TIME AND CHARGES

All burials and removals must be made at the time and in the manner subject to the payment of such charges as fixed by the management. All charges shall be paid at the time of the service, or arrangements satisfactory to the management made for their payment. All burials must be set at the funeral home or church as directed by management. Additional charges shall be made on burials occurring other than at authorized hours and for standard rates.

TELEPHONE ORDERS

The management 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 lot where interment is desired.

WARRANTIES

No express or implied warranties are given with respect to burial rights conveyed to the owner, including but not limited to, suitability for a particular use, or other qualities of memorials, caskets, outside containers, or crypts. No agent, servant, employee, or representative of the Reversionary Owner has the authority to alter this disclaimer. To the extent that any express or implied warranty may be given or extended by the Owner any such representations or warranties for the purpose of providing privity with said manufacturer or supplier.

CEMETERY MEMORIAL REGULATIONS

CEMETERY - NOT RESPONSIBLE

The management takes reasonable precaution to protect lot owners, and the property rights of lot owners within the cemetery, from loss or damage; but the cemetery distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, and acts of God, a common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or orders of any military or civil authority, whether the damage be direct or collateral (other than as herein provided).

CRAFTSMANSHIP - BRONZE

Memorials shall be free from scale, sand holes, pits, pinholes and other imperfections which mark the appearance of or impair the usefulness and stability of the finished memorial tablet. 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 handchased, tooled and burnished appropriately for a memorial tablet.

DESIGN AND FINISH

1. Memorial dealers shall be required to furnish the management for approval a blue print or sketch of the proposed memorial, specifying size, location in lot, inscription, quality of stone and the name of producer furnishing said stone.
2. Management shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind or quality of stone is (in the opinion of the management) unsuited to the lot on which it is to be placed.
3. The management reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations have not been made; or when

tools and machinery are insufficient or defective; or when work is being executed in such a manner as to threaten life or property; or when the monument dealer has been guilty of misrepresentation; or when any reasonable request on the part of the management is disregarded; or when work is not being executed according to specifications; or when any person employed on the work violates any rule of the cemetery.

4. The completed work is subject to the approval of the management, and, if unsatisfactory, it may be removed.

5. The name or inscription on each marker must correspond with the name and record in the office of the cemetery, and no changes shall be made thereon except upon request of the proper parties and by permission of the cemetery.

6. Duplication of the design of any memorial shall not be permitted in a location sufficiently near to the original that the duplication is readily noticeable.

7. No memorial showing drill or tool marks, or staining from removal of rubber mat used for sand engraving, shall be considered as first grade workmanship.

8. Dealer's names shall not appear on any marker.

ERRORS IN PLACING OF MEMORIALS

The management reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery.

MATERIALS

All memorials shall be constructed of natural stone from quarries approved by the management. No marble or artificial stone of any description shall be permitted.

The use of bronze is approved for doors and window grilles of mausoleums and other mausoleum fixtures, and statuary, vases, also for tablets when attached to monuments or markers or natural stone or to a concrete base of the same size of the bronze tablet provided the bronze has been cast from an alloy containing not less than eighty-seven percent (87%) copper, not less than five percent (5%) tin, not more than two and one-half percent (2 1/2 %) lead, not more than five percent (5%) zinc, all other elements in total not to exceed one percent (1%), and purchased from an approved dealer. Suppliers shall be required to certify as to the analysis of the bronze and sealant to maintain the manufacturer's bronze color, without patina deterioration, and shall warrant the same for a period of five (5) years. The standard of quality for bronze memorials shall be Bulletin QQ-C-390B of the National Bureau of Standards Bulletins on "Copper Alloy Castings."

MEMORIALS

1. No lot owner shall erect or place, or cause to be erected or placed, on any lot in the cemetery, any memorial until it is first approved by the management, and all charges related to the lot have been paid.

2. Only one (1) marker will be allowed on each lot.

3. The bottom beds of all bases and markers must be cut level and true.

4. While the cemetery will exercise all possible care to protect raised lettering, carving or ornaments on any memorial, or other structure, or any lot, it disclaims responsibility for any damage or injury thereto.

5. No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any lot; and no walks of brick, chert, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel or wood shall be allowed on any lot. The management reserves the right to remove the same if so erected, planted and placed.

6. No enclosures of any kind shall be allowed around any lot unless authorized by management.

MEMORIAL INSTALLATION

All lot owners, their agents, servants, and employees or anyone authorized to act for or in behalf of any owner, shall obtain approval from the management of the material, design, style and size of memorial.

Before any work is done on any marker or lot by any person other than management personnel, a written application shall be filed with the cemetery office. No memorial shall be installed without the authorization from the cemetery office. In every case the charges therefore shall be paid in advance or arrangements satisfactory to the management are made concerning payment, including, but not limited to, any other outstanding charges on the particular lot, space or crypt.

The management can provide for the installation of all one piece memorials unless other arrangements satisfactory to the management are made. The management shall charge for installation, which charges may be changed from time to time by the management.

Any recognized monument dealer (licensee) approved by the management, may be approved by the management to enter on any section, lot or space for the purpose of installation of memorials. In addition to the normal charges, which shall be paid prior to installation of any marker or monument, an administrative fee, as set by the Reversionary Owner, shall be paid as a condition precedent to installation. Said administrative charge shall be for the purpose of providing and recording information; determining that the marker or monument complies with the standards of material, design, style and size of the memorial as authorized in these Rules and Regulations; to insure that the memorial is installed consistent with the location requirements of these Rules and Regulations, on the right lot, space, or crypt; and to insure that the memorial is not damaged; and to cover the cost of damage to roads arising out of truck use. The administrative charges may be changed from time to time by the management.

Licensee shall also provide the number of their Illinois Pre-Need Cemetery Sales License.

In addition, the licensee shall provide proof of worker's compensation insurance and products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give written notice to the management in the event the insurance is canceled by the licensee.

Memorials and their foundations shall be installed at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery. The licensee shall contact the cemetery office at least forty-eight (48) hours prior to installation work to arrange for location and staking. Finally, the licensee shall contact the cemetery office not more than twenty-four (24) hours prior to installation to set an appointment to confirm that

no funeral or maintenance activity conflicts with the installation and to insure that cemetery standards are being met, no fewer than one cemetery representative will be assigned to supervise memorials installed in the cemetery by outside contractors.

The licensee shall provide appropriate guarantees and hold harmless agreements to the management to insure that the cemetery grounds are not injured by the installation, that all excess materials, rubbish, and other waste is cleaned up and removed from the premises, and that the grass, or other ground cover is restored; and to insure that the memorial was not damaged in installation. Upon completion, the management shall inspect the work done, and shall, if necessary to correct the work and restore the cemetery premises to their condition prior to installation, and shall charge back against said licensee the costs of correctional restoration. Any balance owed by said licensee shall be remitted within thirty (30) days of receipt of the itemized statement.

Memorial installation is an art and a craft requiring experience and often times special equipment. No person, firm or corporation, other than recognized and approved monument dealers or management shall be permitted to install memorials in the cemetery.

Any licensee who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is effected.

MEMORIALS - GRANITE

The following standard specifications for the placement of granite memorials are subject to the approval of the Association prior to placement, and acceptance or rejection shall be based upon the specifications contained herein.

1. SIZES AND DIMENSIONS

Sizes and dimensions are at the discretion of and subject to approval of the association.

Rules may vary from section to section, and within a section.

Outside memorial dealers must call the cemetery office to obtain specific regulations regarding the size and type of memorial permitted on a specific lot. Management reserves the right to provide this information at a time convenient to the office schedule.

GENERAL RULES are as follows:

Lots sold after April 1, 1982, monuments shall be permitted on two (2) grave lots or larger, and may not cover a base area larger than 4% of the lot area, nor 50% of the width of the lot. Only one monument is allowed per two graves. All other memorials must be grasslevel with a minimum thickness of four (4) inches and shall be set even with the grade of the lot.

Lots purchased prior to this date may continue to duplicate existing memorials in use on the lot.

Any variance from a duplication must be approved by the management. New memorials not a duplicate will be required to be grasslevel. Individual grasslevel memorials may not exceed 2-0x1-2, or be smaller than 1-4x0-8. Wedge and hickey markers where permitted

shall not be less than 1-8x0-10 dimensions on the base size. Other sections may have requirements that supersede the general rules.

REQUIREMENTS FOR CENTENNIAL SECTION

The minimum size memorial in Centennial Section is 1-8x0-10. Centennial cremation garden is restricted to bronze memorials sizes 7x11 (individual), 11½ x 11½ or 11½ x 17 (companion). Markers shall be placed to read from the front walkway side of the lot, and shall be placed at opposite end of graves from the monument. Markers at no monument lots shall be placed at the walkway side of the lot. Permission is given that in lieu of grasslevel markers, to place names of burials on the base or die of the family monument.

Family monuments are allowed only on four grave lots or larger, and in positions indicated on the cemetery plans. Monuments are not to cover a base area larger than 4% of the lot area, nor exceed 50% of the width of the lot.

REQUIREMENTS FOR NS1 & NS2.

This section is designed to use grass level and upright monuments with placement and type as specified on the master section design. Monuments must center on the lot width with placement as indicated on the master design. A monument base length may not exceed 50% of the width of a lot. Inscriptions and ornamentation are prohibited from use on the obverse side of the monument. Only one grass level marker is permitted per grave space with placement as specified on the master design. The minimum size grass level memorial is 1-8x0-10 for single use and 2-0x1-0 for companion use. The cemetery management retains the right to alter specifications not covered in the general regulations.

2. QUALITY

Granite Memorial must consist of good, sound, durable stock and shall be free from seams or any imperfection.

3. SAWING REQUIREMENTS

All memorials must have sawed bottoms.

4. THICKNESS

All granite grasslevel memorial markers (not bases) must be of a uniform thickness throughout and shall be not less than 4" or more than 4" in thickness

5. FOUNDATION AND PLACEMENT

All granite markers will be set at the discretion of management. The work shall be on written order of the lot owner. Markers shall be placed to conform with the Rules and Regulations and design of Lot. All mausoleums, monuments, and markers shall be set on foundations of solid concrete which shall not be less than five feet deep, nor less in area than the

base of the superstructure; but the Board of Directors reserves the right to require a larger and deeper foundation when in their judgment the structure and location require it.

6. DESIGN AND LETTERING

The arrangement, design and lettering of all memorials shall be approved by the management and all such tablets shall be of the quality of workmanship and materials and must be inspected and accepted by the management prior to placement. Porcelain or Acrylic based photographs are not permitted.

7. TOLERANCE IN DIMENSIONS

Because monumental stone is a natural product, it is difficult to conform, in fabrication to absolute dimensions. Therefore, the thickness of the die unit must have a tolerance of ¼" over or ¼" under the specified dimensions. Other dimensions of memorials may have a tolerance of ½" over or ½" under the specified dimension.

MISCELLANEOUS

Should any memorial become unsightly, dilapidated, or a menace to visitors, the management shall have the right either to correct the condition or to remove the same, at the expense of the lot owner.

In the event a particular grade of stone, "brand name" or "trade name" identifying a quality of stone is no longer used, the stone is no longer available, or for any reason such name stone cannot be provided, the management may approve substitution, which approval shall be in writing prior to the delivery of the stone.

No marker shall be removed from the cemetery, except by the management, unless the written order of the owner and permission be granted by the management.

No sign or advertising of any description except that placed by the management shall be permitted within the cemetery.

The cemetery shall in no way be liable for any delay in the fulfillment of any contract or obligation, including, but not limited to maintenance, care, memorial work or construction, which may arise from causes beyond its control, and especially from vandals, strikes, malicious mischief, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

PRODUCERS AND RETAIL DEALERS

For the protection of all lot owners, the granite, quality, size, finish, color and engraving of all memorials must be approved by the management before any work is commenced. All memorials must conform to the specifications of the particular section where it is to be installed. Any proposed memorial that management proves to be detrimental to the

appearance of the section will not be permitted; however, the lot owner will be advised of the necessary changes to be conforming to the regulations.

1. Producers of materials, meaning thereby quarries, quarriers who also manufacture memorials, and manufacturers of memorials not quarriers, in order to secure the approval of the cemetery must agree to sell only first grade, clear stone for memorial purposes, and must be willing to guarantee that such stone is free from sap or anything which will cause rust stains, that it will not check or crack, and agree that should such faults develop within five years from date of setting, the memorial will be replaced without cost to the cemetery, or lot owner, by such quarrier so manufacturing such memorial, or by the manufacturer thereof who will look to his quarrier for adjustment on material, such adjustment not to delay the replacement of the memorial in the cemetery.

2. Retail dealers to secure approval of the management must agree to use only first grade stone from producers approved as provided in (1) and must guarantee the memorial to be executed in first grade workmanship, with the agreement that should faults develop within five years due to the setting, treatment or handling of the same by the memorial dealer, such memorial will be replaced by such memorial dealer without cost to the cemetery or lot owner.

3. Letter cutters, persons or firms who engage in the business of cleaning memorials (not connected with established retail dealers already on the approved list of dealers), and all other persons or firms, must procure a permit from the management before any work in the cemetery is commenced. In order to secure such a permit, it shall be necessary for the person or firm to submit satisfactory evidence of their ability to properly perform the work for which they have been engaged and have order signed by lot owner authorizing lettering.

4. Workmen employed in placing or erecting memorials and other structures, or bringing in materials, shall, as to the cemetery, operate as independent contractors, but must do so under permission from the management, and must be under the general supervision of the management.

5. Persons engaged in erecting memorials, or other structures, are prohibited from attaching ropes to monuments, trees and shrubs, or from scattering their material over adjoining lots, or from blocking avenues or pathways, or from leaving their material on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees and shrubs as possible, and must remove all debris and restore the ground and sod to its original condition.

6. Damage done to lots, walks, drives, trees, shrubs or other property by dealers or contractors, or their agents, shall be repaired by the management; and the cost of such repair shall be charged to the dealers or contractor, or to his principal.

7. No material, machinery, or other thing for the construction of vaults, memorials or structures, or memorials themselves, may be brought into the cemetery until

required for immediate use; nor, under any circumstances, when a funeral is in progress; nor between 4:00 p.m. Thursday through Tuesday morning; and no work shall be done during said time; nor shall such material be placed on lots adjoining the one on which such a structure is to be erected without special permission from the manager.

8. Work shall proceed promptly until the erection of the memorial is completed.

9. While a funeral or interment is being conducted nearby, all work of any description shall cease.

10. Approaching the bereaved and soliciting memorial business within the cemetery is not permitted.

11. Memorial dealers shall abide by all rules of the management.

12. Any producer or retail dealer who violates the rules of the cemetery shall be removed from the list of approved producers and retail dealers.

The cemetery will exercise reasonable care to protect raised lettering, carving or ornaments or any memorials, or other structure, on any lot. The cemetery shall not be responsible for any damage or injury thereto.

The management shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind or quality of stone is unsuited to the lot on which it is to be placed, or contrary to the Rules and Regulations.

CHANGE IN ADDRESS OF LOT OWNERS

LOT OWNER MUST NOTIFY

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

CHAPEL

MANAGEMENT IN CHARGE OF CHAPEL

All arrangements for any service in the chapel, including the handling and disposition of flowers, must be under the supervision and control of the management.

CONDUCT OF PERSONS WITHIN THE CEMETERY

ADVERTISEMENTS AND NOTICES

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

CEMETERY HOURS - GROUNDS AND OFFICE OPEN

The cemetery is open from 8:00 a.m. until sunset. The offices shall be open from 9:00 a.m. to 4:00 p.m. Monday through Friday, 9:00 a.m. to 11:00 a.m. Saturdays, and such other times as may be authorized by management. Any person found on the grounds after sunset may be considered a trespasser. All persons are reminded that the grounds are devoted to the sacred burial of the dead, and the provisions and penalties of the law, as provided by statutes, will be strictly enforced.

CHILDREN

Children under sixteen (16) years of age may not be permitted within the cemetery, or its buildings, unless accompanied by an adult.

CONDUCT

Boisterous or unseemly conduct shall not be permitted in the cemetery, or in any of the buildings. Walking, jogging, and bicycling are permitted on streets and roads during times the cemetery is open.

FIREARMS

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

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.

LIMITATIONS - OTHER

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

LOITERING PROHIBITED

No person shall be permitted to loiter in the cemetery, or in any of the buildings.

MOTORCYCLES

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

PETS

No pets shall be permitted in the cemetery, except on a leash, in control of the owners. Seeing eye dogs are permitted.

REFRESHMENTS

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

RUBBISH

The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited.

RULES - ENFORCEMENT OF

The management and such other employees as the Reversionary Owner may designate are hereby empowered to enforce all rules and regulations, and to exclude from the property of the cemetery any person violating the same. The management 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, lot owners and visitors.

SMOKING

Expectorating or smoking within any of the public areas of the buildings is prohibited.

SOLICITING OR PEDDLING

Soliciting or Peddling the sale of any commodity by third persons is prohibited within the confines of the cemetery. No sign indicating that a lot, vault or other structure is for sale, will be permitted on the grounds.

WALKWAYS - USE OF

Persons within the cemetery grounds shall use only the avenues, walks, easements, alleys and roads, and any person injured while walking on the grass or while on any portion of the cemetery other than the avenues, walks, alleys, or roads, shall in no way hold the cemetery liable for any injuries sustained.

CONTRACT, DEED AND RULES AND REGULATIONS ONLY AGREEMENT

STATEMENT OF SALES AGENTS

The contract, deed and these Rules and Regulations, and any amendments thereto shall be the sole and only agreement between the cemetery and the lot owner. The statements of any sales agent shall in no way bind the Reversionary Owner.

CONTROL OF WORK BY CEMETERY

INTERMENT PROCEDURES

All openings and closings, all interments and removals, and every aspect of the disposition of human remains shall be done by the management, exclusively.

Only persons employed by the Chippiannock Cemetery Association and only equipment owned by said Association, shall be used in making interments, or removals, unless the Management makes other arrangements.

MANAGEMENT SHALL CONTROL IMPROVEMENTS

All improvements or alteration of individual property in the cemetery shall be made under the direction of and subject to the consent, satisfaction and approval of the management; and, should they be made without its written consent, the management shall have the right to remove, alter or change such improvements or alterations at the expense of the low owner, at any time.

The management reserves the right to remove from any lot, anything that it deems unsightly, or which in any way conflicts with the Rules and Regulations, or general beauty of the cemetery. If any tree, shrub, or plant standing upon any lot, by means of its roots, branches or otherwise, is or becomes detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the management shall have the right to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in their judgment seems best, and without any notice to any interested party.

WORK TO BE DONE BY CEMETERY

All grading, landscape work and improvements of any kind, and all care on lots, shall be done and all trees and shrubs and ground cover of any kind shall be planted, trimmed, cut or removed only by the management, provided, the management may, by contract, approve the grounds work being performed by a licensee, which work shall be supervised by the management.

DECORATIONS

No floral receptacles may be installed on any space, lot, crypt or niche, unless approved by the management. Approved receptacles may be purchased from the management. Fresh cut flowers are allowed in approved vases at any time. Artificial grave decorations and potted plants are not allowed from March 15th to October 31st. Except 5 days before to 5 days after Easter, Mother's Day, Memorial Day, and Father's Day. Arrangements in monument vases, or saddles on monuments are permitted anytime. Winter decorations will be removed from the cemetery on March 15th.

Private plantings of annuals, or perennials is not permitted.

The management shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or ground cover of any kind from the cemetery as soon as, in the judgment of the management, they become unsightly (faded, discolored, weather damaged, dislodged, or not in season), dangerous, detrimental, or when it does not conform to the standards maintained. The management shall not be responsible for lost, misplaced, or broken flower vases, or for replacement vases purchased from other sources. The management shall not be responsible for any wreath, spray, floral decorations, plants, herbage, or plantings of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control. The management reserves the right to regulate the method of decorating lots so that a uniform beauty may be maintained. The management reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, or plants, of any kind unless it gives its consent.

PLANTINGS

No planting of any trees, shrubs, flowers or bulbs will be allowed in the cemetery without the permission of the management, as to kind and location of such planting. Any placed without permission is subject to removal by management.

The management has made provisions for the planting of memorial trees, or shrubs which become part of the general landscape of the cemetery. The management of the cemetery shall provide for the planting of all nursery items unless other arrangements satisfactory to the cemetery are made.

Any certified nursery approved by the management may be granted permission by the management to enter on any section, for the purpose of making plantings.

In addition, the nursery shall provide proof of worker's compensation insurance and products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give written notice to the management in the event the insurance is canceled by the nursery.

Plantings shall be made at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery.

Upon completion, the management shall inspect the work done, and shall, if necessary, do whatever necessary to restore the cemetery premises to their condition prior to installation, and shall charge back against said nursery the costs of restoration. Any balance owed by said nursery shall be remitted within thirty (30) days of receipt of the itemized statement.

Nursery planting requires experience and often times special equipment. No person, firm or corporation, other than the recognized and approved nursery or the personnel of the management shall be permitted to make nursery plantings in the cemetery.

Any nursery who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for nursery purposes until compliance is effected.

RECORD OF PURCHASER

A permanent record shall be kept by the cemetery showing the name of each lot purchaser.

SPECIAL CARE - BY AGREEMENT ONLY

“Special Care” shall include only those specific services set forth in a Special Care Agreement with the lot owner. It may include the improvement or embellishment of all or any part of the cemetery or any lot in it, the erection, maintenance, removal, repair or preservation of any memorial, the planting and cultivation of flowers, trees, shrubs or plants in and around the cemetery, or any part thereof, and the filling and care of vases, special care of flower beds, and the placing of floral decorations at date requested, including the special care or ornamenting of any lot, section or building, or any portion thereof, in said cemetery, or any other purpose or use not inconsistent with the purpose for which the cemetery was established or is being maintained.

TEMPORARY ONLY

Crypts set aside for temporary use only are on a monthly rental basis, and under no circumstances shall a body be considered as entombed or buried by reason of being placed therein.

FEES, GRATUITIES AND COMMISSION

GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES

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

PROTECTION AGAINST LOSS OR DAMAGE

GUARDS AND NON-RESPONSIBILITY

The management shall have the right to maintain guards at the cemetery. The management shall have no liability for loss or damage and especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots, or order of any military or civil authority,

whether the damage be direct or collateral, including the loss of human remains under any circumstances.

REPAIRS - MANAGEMENT MAY CHARGE FOR UNUSUAL REPAIRS

In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze or concrete work on any section, lot, or crypt or niche, or any portion or portions thereof in the cemetery 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 management shall give a thirty (30) day written notice of the necessity for such repair to the owner of record. The notice shall be given by depositing the same in the United States mail addressed to the lot owner of record at his or her address stated on the books of the cemetery. In the event the lot owner fails to repair the damage within a reasonable time, the management may direct that the repairs be made and charge the expense against the lot and the lot owner of record.

ROADWAYS AND REPLATTING

NO RIGHT GRANTED IN ALLEYWAYS

No easement or right of interment is granted to any lot 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 cemetery devotes it to that purpose.

RIGHT TO REPLAT, REGRADE AND USE PROPERTY

The Reversionary Owner shall have 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 right of way over and through said premises for, and the right and privilege of installing, maintaining and operating pipeline, conduits or drains for sprinklers, drainage, electric or communication lines, or for any other purposes.

The management shall have the right to use cemetery property not sold to individual lot owners for burial purposes, including the burying and preparing for burial of dead human bodies, or for anything necessary, incidental or convenient thereto. The Reversionary Owner reserves to its management the perpetual right of ingress and egress over the cemetery for the purpose of passage to and from other lots.

SUBDIVISION OF LOTS

MAY NOT SUBDIVIDE LOTS

The subdivision of lots is not allowed, and no one shall be interred in any lot not having any interest therein, except by written consent of all parties interested in such lot and of the management.

TRANSFER OR ASSIGNMENTS

INDEBTEDNESS

The management may refuse to consent to a transfer or an assignment so long as there is any indebtedness due the management or its affiliates from the original lot owner or from anyone else in connection with an interment, purchase of the lot, or for any other reason.

LOTS CONVEYED BY DEED

Lots will be conveyed to the purchaser or purchasers by a Cemetery Deed. No deed for any lot shall be issued nor shall any right of ownership pass to the purchaser or purchasers, until the purchase price is fully paid.

RECORDING OF LOTS AND BURIALS

Complete records of all lot owners and interments will be kept at the Cemetery offices. No person will be recognized as an owner or part owner of a lot unless his or her name appears upon the records of the cemetery as such.

TRANSFER AND ASSIGNMENTS

For the protection of lot owners of the Cemetery, and to prevent unauthorized transfers and interments, the management shall have complete records of the ownership of all lots in the cemetery. Therefore, the following restrictions are necessary and mandatory concerning sales, transfers and assignment of all lots:

No person shall sell, transfer or assign any lot or any interest therein without complying with this Rule, and all sales, assignments and transfers contrary to the terms of this Rule are void and of no effect, and will not be recognized by the management. Any person desiring to sell, transfer or assign any lot, or any interest therein, shall convey, transfer and assign such lot or their interest unto the Cemetery, and the management will, after checking its records or making such other investigation as it may deem necessary, issue to the person or persons to whom the lot owner desires to sell, transfer or convey such lot, or any interest therein, a Transfer Cemetery Deed or Certificate of Ownership. The management shall make a reasonable charge for its services, which charge must be paid in advance.