

## *Rules and Regulations*

### PURPOSE

These rules and regulations are designed for the protection of owners of entombment and interment rights as a group. Their enforcement will help protect your rights and create and preserve the beauty of the Cemetery. All owners of entombment and interment rights, visitors and contractors performing work within the Cemetery, shall be subject to these rules and regulations, and to such amendments or alterations thereto as shall be adopted by the Company from time to time. Management reserves the right, at any time or times, with or without notice to Owners, to adopt new rules and regulations or to amend, alter or repeal any rule or regulation, or portion thereof. Special rules have been adopted by Management covering Non-Monument Plots. Special rules have also been adopted for certain Monumental Plots. Copies of these will be furnished on request.

### DEFINITIONS

- a. "Cemetery" shall mean the cemetery grounds including the earth interments and its public mausoleums for crypt, vault, or niche entombments.
- b. "Company" shall mean the corporation owning and controlling the Cemetery.
- c. "Owner" shall mean the owner or owners of rights of interment, entombment, or inurnment in the Cemetery.
- d. "Interment" shall include burial, entombment and inurnment of the remains of a deceased person.
- e. "Memorial" shall mean any marker, monument, inscription or structure upon or in any lot, crypt or niche, placed thereupon or therein or partially therein for the purpose of identification or in

memory of the deceased person.

f. "Contractor" as used in these rules and regulations shall mean any person, firm or corporation engaged in or performing any work of any kind in the Cemetery other than an employee of the Company.

g. "Management" shall mean the corporate officers of the Company and its duly authorized agents.

## GENERAL

1. This Cemetery is dedicated to and shall be used only for cemetery purposes.

2. Management reserves the right to refuse to sell to, or to allow the interment of, any person or persons whom it may deem objectionable to the best interests of the Cemetery. Upon refusal of Management to permit interment because of the provisions of this rule, Management may refund to the purchaser or lot owner the original purchase price of the lot or any portion thereof which may be paid; and the extent of Management's and the Company's liability shall be limited to that amount. Upon such refund, all interest of the owner in and to the lot, crypt or niche shall revert to the Company.

3. The entrances will be open from 8:00 A.M. to 4:30 P.M. during the winter months and from 8:00 A.M. to 7:00 P.M. during the summer months. Management, however, reserves the right to open and close the Cemetery at such other times as it, in its sole discretion, shall deem advisable for the protection of property or the safety of visitors.

4. Motor vehicles shall not be driven through the grounds at a

speed greater than fifteen miles per hour and must always be kept on the right-hand side of all Cemetery roadways. Motor vehicles are not allowed to park or to come to a full stop in the vicinity of an open grave unless the passengers are in attendance at a funeral. Motor vehicles shall turn around at intersections only and not on the grass or on other portions of the roads.

5. Persons driving in the Cemetery will be held responsible for any damage done by them or by their vehicles.

6. Commercial vehicles are prohibited from using the Cemetery roadways without prior authorization from Management. Bicycles may, with the consent of Management and under special restrictions, be permitted to use roadways in the Cemetery.

7. Owners and visitors shall use only the walks and roads and shall not disturb flowers, shrubs or trees. Any person walking on the grass, except when that is the only way to reach his lot, or while on any portion of the Cemetery other than the office, walks or roads shall be considered a trespasser. Children will not be permitted in the Cemetery unless accompanied by their parents or other proper person or persons who will be held responsible for their conduct. All persons are prohibited from disturbing the birds, fish or other animal life in the Cemetery.

All visiting pets are required to be on a leash, in accordance with Baltimore City ordinance. All pet waste must be removed. The Cemetery does employ fertilizer and weed control measures, and will not be held liable or responsible for injury or illness of your pet, up to and including death.

8. Sitting or lounging on lots, mounds or ornamental grounds, and sitting or standing on memorials, headstones or tombs is prohibited.

9. Management reserves the right and privilege at any time and from time to time to resurvey, enlarge, diminish, replat, alter in grade, shape or size, or otherwise to change all or any part of the Cemetery. Management reserves easements and rights of way over and through all of the Cemetery and the right and privilege of installing, maintaining and operating pipe lines, conduits or drains for sprinklers, drainage, electricity, gas, or communication lines.

10. Lot boundary markers set by or under the direction of Management shall not be moved or disturbed by any person or persons other than at the direction of Management.

11. No signs indicating that a lot or vault is for sale, nor signs, cards nor advertisements shall be permitted. No personal solicitation of work of any kind is permitted in the Cemetery unless specifically authorized by Management.

12. No person other than a duly authorized employee of the Company shall be allowed to perform any work within the Cemetery without permission from Management. Management will make a charge for repairing any damage to the surface of a lot caused by the action or negligence of an Owner or his representative, agent or employee.

13. Enclosures of any kind, ornaments, artificial flowers or decorations, chairs, settees, vases, glass cases or jars, flower boxes, toys, watering cans or any other article that may be considered objectionable by Management are prohibited. Management reserves the right to remove them without notice to the Owner. Unfilled vases and baskets will not be allowed to remain on lots at any time. Receptacles for flowers must be of metal or stone, and must be of such character and so placed as not to interfere with mowing, nor appear unsightly when not filled.

Those not so placed or of such character will be removed at once. Wooden objects of any kind will not be permitted.

14. The employees of the Company are forbidden to lend watering cans or tools of any description.

15. Incivility or discourtesy on the part of any employee should be reported at once to Management.

16. Any planting of trees, shrubs and flowers ordered by the Owner or his representative, and approved by Management, shall be done by employees of the Company. No plantings of any kind are permitted on mounds and around grave markers or lot corners. No trees growing within a lot border shall be cut down, trimmed or destroyed without the consent of Management. Any work done under this Section shall be at the expense of the Owner.

17. If any trees or shrubs situated in any lot shall by means of their roots or branches become detrimental to the adjacent lots, walks, or roads, or become unsightly, Management shall have the right to enter the lot and remove such trees or shrubs or such parts thereof as they, in their sole discretion, shall determine to be detrimental, unsightly or inconvenient.

Management shall have the further right to remove any tree or shrub that may be infected by scale or other disease. Any work done under this Section shall be at the expense of the Owner.

18. Management shall have the right to maintain guards if, in its discretion, it deems it necessary, but is under no legal obligation to do so.

a. Whether or not guards are employed, Management and the Company disclaim all responsibility for loss or damage to any improvement on the lot from causes beyond their reasonable

control, and especially from damage caused by the elements, acts of God, thieves, vandals, strikers, malicious mischief makers, vehicles not on the business of the Company, unavoidable accidents, riots or order of any military or civil authorities, whether the damage be direct or collateral.

b. To guard against complaints of theft, no one, whether Owner or any other person or persons, will be allowed to pluck any flower, break any limb or twig, or remove any tree or plant, without special permission from Management. If such permission is given, the work must be done by employees of the Company, for which a charge will be made.

19. No workmen other than employees of the Company will be allowed to work in the grounds except by special permission from Management.

20. Management shall have the right to exclude from the grounds any person or persons who persist in disobeying any of these rules. Management shall also have the right to refuse permission to work in the Cemetery to Contractors whose work is not satisfactory or whose employees disobey these rules.

21. No statement made by any agent or employee shall be binding upon Management or the Company unless duly authorized by Management.

## INTERMENTS

22. Management will not permit Interment to be made in any space unless a written order from the Owner of record on the Company's books is presented at the office of Management. Management may also require that the deed for the space be presented. Management may, in its discretion, accept the presentation of the deed in lieu of a written order. A notice of not

less than ten working hours must be given to insure proper preparation of the space. Management shall not be held responsible for any order given by telephone, fax, electronic communication including email, or for any mistake occurring from the want of precise, accurate and proper instructions as to the particular space, size and location.

23. Management shall be in no way liable for any delay in the Interment of a body where a protest against the Interment has been made, or where these rules and regulations have not been complied with. All protests shall be in writing and filed in the office of the Company.

24. No Interment shall be permitted or memorial placed in or on any space not fully paid for except by special consent of Management, in writing. In the event such consent is given, any and all Interments or memorials placed in or on the space shall be considered as temporary and conditional upon full payment. A note shall not be considered as payment. A purchaser shall not acquire the right of Interment until the space is fully paid for in cash, including principal and interest. In case a purchaser shall fail to meet any payment within thirty days after the same becomes due, the Company may re-enter the space and hold the same as of its former estate. Upon such re-entry the Company shall be released from all obligations to the purchaser in default, may retain such payments as may have been made toward the purchase of such space as liquidated damages, and shall have the right immediately or at any time thereafter, without notice, in the discretion of Management, to remove to single graves, to be chosen by Management, any or all of the remains then in such space. Management further shall have the right to remove any memorial that may have been placed in or on such space.

25. Management shall have the right to correct any errors that may be made by it either in making Interments, disinterments or removals, or in the description, transfer or conveyance of any space. If the error involves the description, transfer or conveyance of any interment property, Management shall have the right either to cancel such conveyance and substitute and convey in lieu thereof other space selected by Management of equal value and similar location, as far as possible, or in the sole discretion of Management, to refund the amount of money paid on account of the purchase. In the event the error shall involve the Interment of the remains of any person in such space, Management shall have the right to remove and reinter the remains in such property of equal value and similar location as may be substituted and conveyed in lieu thereof. Management shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date, on any Memorial.

26. The casket in every earth Interment shall be enclosed in a liner or vault made of concrete or other material the specifications for which are acceptable to Management.

27. Except as provided in Rules 24 and 25, an Interment once properly made cannot be disturbed, except upon the written order of the original Owner or of a court, and by consent of Management. Heirs to a space are not permitted to move from the space, or to any other place in it, or to lower, the remains of the original Owner or the remains of any one interred prior to the death of the original Owner. However, when such heirs exchange the space for a larger and more desirable one in the Cemetery, they may remove thereto (the consent of Management first having been obtained) but to no other place, any remains from their former space. This rule applies also to Interments in Private

Mausoleums whether such structures are under or above ground.

28. Funeral designs and floral pieces will be removed from graves when they become wilted or unsightly.

## MEMORIALS

29. Subject to the approval of Management, Owner shall have the right to erect any proper Memorial, or sepulchral structures thereon, except that no ledger tomb shall be set in any other than a horizontal position. No artificial stone or concrete Memorials are permitted. No metal Memorials except bronze tablets or bronze statuary on stone pedestals, or flat bronze markers set in concrete will be allowed on lots in the Cemetery.

30. Permanent Memorials such as monuments must have a suitable foundation built by Management. Forms of application for the same will be furnished on request. Diagrams showing the location of the foundation will be sent for the approval and signature of the Owner. The Management will not allow work of any description to be done upon any lot, unless a written order from the Owner or representative is presented. This rule applies to the cutting of inscriptions, cleaning of tombs, setting posts, etc., and also to the removal of anything from the lot.

31. Permanent Memorials such as monuments must have the surface next to the foundation dressed off sufficiently true to allow full contact with the foundation, and must be firmly set. The removal or building up of any part of the foundation, the use of spawls between the base stone and foundation or any other defective workmanship in the base stone will not be permitted.

32. Only one monument will be permitted on a lot and only one marker at each grave. While no marker is required, if one is placed it must face to the front of the lot. All markers on any one

lot must be duplicates.

33. Contractors and their employees will not be permitted to work in the Cemetery on Saturdays after 1:00 P.M., or on Sundays at any time. Contractors and their employees will be permitted to work in the Cemetery on other days, but their working hours must conform to the opening and closing hours of the Cemetery except by special permission of Management.

34. Stone work or any other material shall not be brought into the Cemetery when the ground is not in a suitable condition, or until the proper foundation has been prepared.

35. The erection of Memorials is subject in all cases to the special rules governing particular sections of the Cemetery. Owners and Contractors will be furnished full information as to such special rules upon request.

36. Management shall have the power to suspend work immediately whenever there is a failure to conform to the rules and regulations prescribed.

37. The use of the Company's equipment, tools, lumber or other materials by contractors will not be allowed.

38. Contractors must remove all of their equipment, tools, materials and debris. Any damage by the Contractor will be repaired by the Company and shall be paid for by the Contractor.

39. Contractors will not be permitted to bring into the grounds material in large quantities in advance of its immediate use, nor in an unprepared condition. Blocks of stone or marble must be dressed to the design and dimensions ready for setting, mortar must be prepared and brought to the grounds in moderate supply, and all chips, pruning and rubbish must be gathered up and carried to places of deposit.

40. Guy ropes must not be fastened to any tree, monument or tomb. All material must be moved in the paths, and over planks laid for that purpose, and not over the adjoining lots.

41. Private mausoleums must be constructed of marble or granite approved by Management and fitted with tight and substantial crypts, which must be permanently sealed immediately after the deposit of remains therein. Plans and specifications must be submitted for approval of Management before work is commenced. At least ten percent of the construction cost of the mausoleum must be deposited with a trustee for future maintenance of the mausoleum, and the trustee and terms of the trust created for this purpose shall be subject to approval by Management.

42. Management reserves the right to prohibit the erection of any Memorial including any inscription that may be considered by Management to be inappropriate to the Cemetery either in material, design, workmanship or location, or which might interfere with the general effect or obstruct any principal view. A detailed drawing of any proposed Memorial must be filed with the foundation application for approval by Management.

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

44. Management reserves the right, without notice, to make exceptions, suspensions or modifications in any of the rules and regulations when, in its judgment, the same appear advisable. Such exceptions, suspensions or modifications shall not affect the general application of such rule.

## TRANSFER OF OWNERSHIP

To enable Owners of record and their heirs to understand their rights of ownership, the law on the subject, which has from time to time been amended, is here stated in substance.

An Owner of record may, with the consent of Management, sell or dispose of the use of the space or an undivided interest in it.

Every transfer must be filed in the office of Management.

Management reserves the right to refuse to assent to a transfer.

No transfer or assignment of any space or any interest therein shall be valid until the consent of Management has been endorsed thereon and the same has been recorded on the records of the Company.

An Owner of record may dispose of the use of a space or an undivided interest in such use by specific reference thereto in the Owner's will.

Any use of a space not disposed of by specific reference in the Owner's will passes to the Owner's heirs. Heirs within the meaning of the law are:

First: The surviving spouse and children of the decedent and the descendants of any children who have died.

Second: If there is no surviving spouse nor children, nor descendants of a child, then the other relatives of the decedent in the order prescribed by law in respect to descent of real property. The heirs at law will own the space in undivided shares, each taking an interest in it according to the degree of relationship to the decedent.

The surviving spouse of the Owner of record shall have the right to be interred in the space, and may at any time release (but not transfer or convey) such right, but no conveyance or devise by

any other person shall deprive him or her of such right.

After the death of an Owner of record a list of the heirs should be filed in the office of Management.

#### DEEDS IN TRUST

Management is authorized to take and hold in trust any space which an Owner may convey or devise to it. In the Conveyance or devise the Owner may restrict Interment to such person or persons or such class of persons as shall be prescribed therein. Owners are strongly advised to avail themselves of this privilege to secure to themselves and their heirs only the exclusive right to Interment in their spaces.

Management will furnish forms if desired and will advise in regard to such trust conveyances free of charge.