

ONION CREEK

MEMORIAL PARK

Perpetual Care... Nestled In a Serene Country Setting

P.O. Box 1257
Manchaca, Texas 78652
**Business & Sale Office located at:
818 FM 1626**

(512) 282-3893

1-877-395-4262

For the mutual protection of every lot purchaser, these rules and regulations are hereby adopted as the rules and regulations of *Onion Creek Memorial Park*, a cemetery hereinafter referred to as “The” or “This Association” and all property owners and visitors within the cemetery, and all lots heretofore or hereafter sold, are subject, further, to such other additional rules and regulations, amendments or alternations as shall be adopted by this Association from time to time; and the reference to such rules and regulations in instruments conveying right of interment, shall have the same force and effects as if same were set forth in full therein.

SECTION 1. DEFINITIONS

1. “Cemetery” – The term cemetery is hereby defined to include a burial park for earth interments, a community mausoleum for vault or crypt interments, a crematory or crematorium and columbarium cinerary interments, or a combination of one or more than one thereof.
2. “Plot” – The term plot shall apply to a space of sufficient size to accommodate one adult interment approximately 3 ½ x 9 feet.
3. “Lot” – The term lot shall apply to numbered divisions, as shown on the record plate, which consists of two or more plots.
4. “Interment” – The term interment shall mean the permanent disposition of the remains of a deceased person by cremation and interment, entombment, or burial.
5. “Memorial” – The term memorial shall include a monument, marker, tablet, headstone, private mausoleum or tomb for family or individual use, tombstone, coping, lot enclosure, urn and crypt and niche place, or bronze name and date plaque.
6. “Monument” – The term monument shall include a tombstone or memorial of granite which shall extend above the surface of the ground.
7. “Marker” – The term marker means a memorial flush with the ground.
8. “Lot Marker” – The term lot marker refers to any means used by the cemetery to locate corners of the lot or plot.
9. “Certificate of Ownership” – The term Certificate of Ownership, or Deed, shall apply to the original conveyance given by the cemetery to the original purchaser.
10. “Management” – The term management shall mean the person or persons duly appointed by the cemetery for the purpose of conduction and administering the cemetery.

11. "Cemetery Office" – The term Cemetery Office shall mean the main and sales office located 818 FM 1626, Manchaca, Texas 78652.
12. "Superintendent" – The term Superintendent shall be deemed to include any general officer of the Association and is appointed Sexton. We may, in absence of the Superintendent, be acting for him.
13. "President" – The term President is herein used, it shall include the Vice-President; also any officer or the Manager of the Association shall have the authority, in the absence of the President or Vice-President, to act upon and pass upon the matters herein provided.
14. "Contractor" – The term contractor as used in these rules and regulations shall mean any person, firm or corporation or anyone engaged in placing, erecting or repairing any memorial or performing any work in the cemetery grounds, other than an employee of the Cemetery.
15. "Owner" – The term owner shall mean the owner of rights to interment.
16. "Sexton" – See Superintendent police rules, etc.

SECTION 2. GENERAL RULES

1. "Admission to Cemetery" – This Association is a private corporation and reserves the right to compel all persons coming into the Cemetery to bring their machines to full stop at the entrance and to present a permit to the gatekeeper. Cemetery Association reserves the right to refuse admission to anyone not a lot owner and to refuse the use whom the management may deem objectionable corporation.
2. "Superintendent In Charge of Funeral" – All funerals, on reaching the Cemetery, shall, at the option of the Association, and with respect to the interment ceremonies, be under the charge of the Superintendent, or his assistants.
3. "Casket Not To Be Disturbed" – Once a casket containing a body is within the confines of the Cemetery, no Funeral Director, or his embalmer, assistant, employee or agent, shall be permitted to open the casket or to touch the body without the consent of the legal representatives of the deceased, or with Court order.
4. "Subject to Laws, Rules and Regulations" – Besides being subject to these rules and regulations, all interments, disinterment's and removals are made subject to the orders and laws of the properly constituted authorities of the City, County and State.
5. "Time and Charges" – All interments, disinterment's and removals must be made at the time, in the manner and upon such charges as fixed by the Association.
6. "Notice" – The right is reserved by the Association to insist upon at least twenty-four (24) regular working hours' notice prior to any interment, and at least one week's notice prior to any disinterment or removal.
7. "Application for Interment" – The Association reserves the right to refuse to open any burial space for any purpose except on written authorization by the plot owners of record, and duly filed in the office of the Association.

8. "Authorization of One Last Owner Sufficient" – The Association reserves the right to make an interment of any member of the immediate family of any one of several lot owners upon his written authorization. No other person may be interred in any lot without written consent of all of those owners of the lot who are recorded as such on the Association.
9. "Location of Interment Space" – When instructions regarding the locations of an interment space in a lot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened were specified or when in the opinion of the Superintendent, the same has been improperly designated, the Superintendent may, in his discretion, open it in such location in the lot as he deems best and proper so as not to delay the funeral; and the Association shall not be liable in damages for any errors so made, or for opening such space in location other than specified by lot owners.
10. "Errors May be Corrected" – The Association reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterment's, 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 Association, or, in sole discretion of the Association by refunding the amount of money paid on account of Association, 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 Association reserves, and shall have, the right to correct such error by removing and transferring such remains so interred to such property of equal value, and similar location as may be substituted and conveyed in lieu thereof. Correction of error as foresaid, or offer to so correct, if said offer be rejected shall be in lieu of all other claims of lot owner. Provided further, that no lot owner, lot salesman, or any other employee of the Association, other than the Superintendent of the Park, shall under any circumstances give to laborers or employees of the Association direction in connection with the opening of a grave on any lot located in Onion Creek Memorial Park, and it shall be the duty of the owner of said lot, or owner of right to interment therein, before such owner shall have the right to require opening such grave, to designate the space to be opened with particularity, and in writing, signed by such owner, and delivered to the Superintendent and in the event such owner, shall fail to designate the space to be opened as foresaid, such opening, if and when made, shall be at the sole risk of said lot owner. In case the Superintendent, with or without such written designation by owner, causes grave space to be opened at the wrong place, whether upon owner's lot or another, the Association shall have the right to delay the interment until the proper grave space is opened, or, at the option of the lot owner, temporary burial may be made in the grave space opened in error, as aforesaid, and thereafter, at the sole cost, expense, and convenience of the Association, removal may be made to the proper lot or grave space. In no event, in the absence of written designation by owner, of grave space to be opened, as hereinbelow provided, shall the Association be liable for any damages for opening grave space at the wrong place and in case of error in following the written instructions of the lot owner respecting the opening of such grave space and/or making interment therein, the Association shall be liable only for the cost and expense incurred in opening for grave space in the wrong location, and in case interment is made therein and removal thereafter made to the proper location, the cost of making such removal and reinterment.
11. "Orders Given by Telephone" – The Association shall not be held responsible for any order by telephone, or for any mistake occurring from the want to written, precise and proper instructions by plot owners as to the particular space, size and location in a plot where interment is desired.

12. "Delays in Interments Caused by Protests" – The Association shall in no way be liable for damage for any delay in the interment of a body where a protest, just of unjust, to the interment has been made, or where the rules and regulations have not been complied with, or where the lot has not been paid for, or where body is not accompanied by proper burial permit; and further, said Association reserves the right, under such circumstances to refuse to accept such body for interment, or if it has one, it may place the body in its receiving vault until all rights of the parties have been determined. The Association, at its option, may refuse to recognize any protests of interments unless it be in writing and filed in the office of the Secretary of the Association.
13. "Not Responsible for Permit or Identity" – The Association shall not be liable for the interment permit nor the identity of the person sought to be interred.
14. "No Interment Permitted when Payments are in Arrears" – No interment shall be permitted in any lot on which the plot owner is in arrears in his payments, except by special consent of the Association in writing in each and every case, and, in event such consent is given, any and all interments placed in said property shall be considered temporary and a note shall not be considered as payment, and no rights shall be acquired by the plot purchaser until such property is fully paid in cash, including principal and interest. In case the purchaser of any plot shall fail to meet all payments when due, then the Association, after 30 days from date of mailing notice thereof to last known address of plot owner, may reenter said property and hold the unused portion of sale as of its former all estate. The Association thereupon shall be released from all obligations under this contract of purchase of said plot, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. (Notice shall be deemed to have been properly given and mailed when such notice is deposited in the Post Office of the United State Post Office Department, with postage prepaid.)
15. "Interment of More Than One Body" – Not more than one body, or the remains of one body shall be interred in one grave, unless such grave has been purchased with written agreement of the Association that more than one body, or the remains of more than one body, may be interred, and provided proper identification is made of such interments of interments on one regular memorial or marker.
16. "Association's Equipment Used at the Option of the Association" – Tents, artificial grass, lowering device and other equipment owned by the Association, shall, at the option of the Association be used exclusively in making interments, disinterments and removals.
17. "Removal for Profit Prohibited" – Removal by the heirs, of the body 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.
18. "Care in Removal" – The Association shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket, burial case or urn incurred in making the removal.
19. "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.
20. "Past Due Indebtedness" – Arrangements for the payments of any and all past due indebtedness will be made in any plot.

21. "Interment Rights of Plot Owners" – All plots, and burial space conveyed shall be presumed to be the sole and separate property of the person or persona named as grantee in the instrument of conveyance; provided, however, that the husband and wife shall have a vested right of interment of his or her body in any burial plot conveyed to the other, which right shall continue as long as he or she shall remain the husband or wife of the plot owner or shall be his or her wife or husband at the time of such plot owner's demise. No conveyance or other action, without the joinder therein or by written consent attached thereto, shall divert such husband or wife of such vested right of interment; provided however, that a final decree of divorce between them shall terminate such vested right of interment unless it shall be otherwise provided by such decree of divorce.
22. "Plot Inalienable by Interment" – Whenever an interment is made in a plot that has been transferred by deed or certificate of ownership to an individual owner by the Association and is held as a separate plot, it shall be indivisible; and, at the option of the Association the whole of such burial plot thereby becomes inalienable and shall be held as the family burial plot of the owner, in which one grave may be used for the owner's interment, one for the interment of the surviving husband or wife, if any, of the owner, who by law has a vested right of interment therein, and in those remaining, if any, the parents and/or children of such deceased owner may be interred, in the order of need, without the consent of any person claiming any interest therein. In the event there shall be no parent or child surviving such deceased person, the right to interment therein shall go to the next heirs at law of said deceased owner as specified by the statutes of descent. Any surviving husband or wife, and any parent, child or heir of such deceased owner, may waive his or her right to interment in said plot in favor other relative of such deceased owner, or of his wife, and upon such waiver, the body of the person in whose favor the waiver is made, be interred therein.
23. "Descent of Rights of Interment" – If no interment has been made in a plot which has been transferred by deed or certificate of ownership to an individual owner by the Association, or if all the bodies have been lawfully removed, there from, in the absence of the specific disposition thereof by the owner's last will and testament, the whole of said plot, except the one grave, which must be reserved to the surviving husband or wife of the owner, shall, upon the death of the said owner, descent in regular line of succession to the heirs at law of the owner.
24. "Consent of Association" – No transfer or assignment of any plot, or interest therein, shall be valid without the consent in writing of the Association first to be had and endorsed upon such a transfer of assignment, and thereafter being recorded on the books of the Association.
25. "Indebtedness" – The Association may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due to the Association from the recorded plot owner.
26. "Transfer Charges" – All Transfers of ownership in plots shall be subject to a charge fixed by the Association which charge must be paid to the Association at the time the transfer is recorded on the books of the Association.
27. "Work to be Done by the Association" – All grading, landscape work and improvements of any kind, and all care of lots shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed, and all openings and closing of plots, and all interments, disinterments, removals, entombments and disentombments, whether be mausoleum or columbarium, shall be made only by the Association. The whole cemetery is landscape and to keep it uniform and beautiful, it is necessary that all planting shall be under the control of the Association officials. The ownership of right of interment in lots does not confer any right to do any planting, etc. without the expressed approval of the proper officials of the Association. The

Association retains control and supervision of all plots which are sold; and the Association retains the right to have its Superintendent enter upon any lot and prohibit, modify or remove any structure, object, improvement, or adornment on such lot, which may have been placed thereon in violation of the rules; or which may be considered objectionable or injurious to the lot, adjoining lots, or, to the cemetery in general. No work may be done upon lots, except by the regular employees of the Association except by the permission of the Superintendent. Orders for special work in the anticipation of Memorial Day, Christmas Day, or any other similar occasion, must reach the office not later than fifteen days before the occasion occurs. If received later, orders will be filled in the order of their receipt after the holiday rush over.

28. "Certain Ornaments Prohibited" – The placing of vases, shells, toys, metal designs, ornaments, chairs, settees, glass, wood or iron cases, and similar articles, upon lots shall not, excepts hereinafter set forth, be permitted, and if so placed, the Association reserves the right to remove same. However, potted plants will be permitted upon lots and graves at Easter, Memorial Day, the anniversaries, birthdays and other similar occasions. If not called for within 7 days, they may, at the options of Superintendent, be eliminated. At all other times potted plants will be removed from the plot at the time of the mowing or trimming of grave.
29. "Superintendent 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 Superintendent, and, should they be made without his written consent, he shall have the right to remove, alter or change such improvements, or alterations at the expense of the lot owner, when at any time in his judgment, they become unsightly to the eye.
30. "Floral Regulation" – No flower receptacles may be placed on any plot unless of metal of approved size and design and set wholly beneath the level of the lawn. Such receptacles ay be purchased from and placed by the Association. The Association shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants and herbage of any kind from the cemetery as soon as in the judgment of the Superintendent, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standards maintained. The Association shall not be liable for floral pieces, baskets or frames in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the cemetery. The Association shall not be liable for lost, misplaced or broken flower vases. The Association shall not be responsible for frozen plants, or garbage of any kind, or for plantings damaged by the elements, thieves, vandals, or by other causes beyond its control. The Association reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The Association reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants, or herbage of any kind unless the Superintendent gives his consent.
31. "Right to Replat, Regrade and Use Property" – The right to enlarge, reduce, replat and/or change the boundaries or grading of the cemetery or of a section of sections, from time to time, including the right to modify and/or change the thereof, is hereby expressly reserved. The right to lay, maintain and operate, or alter of change pipe lines and/or gutters for sprinkling systems, drainage lakes, etc., is also expressly reserved as well as the right to use cemetery property, not sold to individual lot owners, for cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots.
32. "No Right Granted in Alleyways" – No easement or right or interment is granted to any lot owner in any road drive, alley or walk within the cemetery or building as long as the Association devotes it to that purpose.

33. "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 avenues, walks, alleys, or roads, shall in no way hold the Association liable for any injuries sustained.
34. "Trespassers On Cemetery Lots" – Only the lot owner and his relatives shall be permitted on the cemetery lot. Any person other than the owner and his relatives, thereon shall be considered a trespasser, and the Association shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.
35. "Traffic Rules" – Visitors are admitted to the cemetery only at the discretion of the Association or its Superintendent. No person will be allowed to enter the cemetery except through regular entrance maintained for the public for such use. The use of roads and paths in the cemetery as thoroughfares, or public highways, either in vehicles or by foot, is prohibited. Violators of the rule shall be considered as trespasser. There shall be no driving allowed over the lots or upon the lawns under any pretense whatsoever. Omnibuses or conveyances of cumbersome dimensions will not be allowed to enter the grounds, except by special permission of the Superintendent. Promiscuous walking upon the lawns is not permitted to sit or lie upon the grass nor in the shrubbery. No person shall sit upon or occupy any private lot, not his or her own, or belonging to a member of the family. Admission of vehicles upon the roads of the cemetery will be permitted as a privilege and not as a right inherent to the ownership of a lot, or otherwise. As a privilege, it is restricted to those who observe the traffic rules adopted by the Association. The speed limit for automobiles is limited to 5 miles per hour. Vehicles are not permitted to turn around upon roads, but must go around the section. Visitors upon foot have primary rights to use the roads, and all vehicles' drivers are required to observe their right by careful driving and a strict adherence to the rules. Funeral processions must obey the traffic rules the same as individual drivers. Heavy trucking in the cemetery is permitted only in connection with the work therein, and a permit must be first obtained from the superintendent, who will detail someone to meet the vehicles at the entrance and remain with it until the work is done. Florists and undertakers' deliveries shall be made only through the main entrance, and directions must be obtained from the proper officer of the Association, who may detain the driver until his designation is known. Drivers will carefully observe and obey the traffic signals displayed throughout the grounds. Any driver who runs any vehicle upon the lawns, across gutters or anywhere else where damage results therefrom, shall be required to make good such damages. The sounding of horns, sirens, or other automobile signals within the cemetery is prohibited.
36. "Children" – Children will be excluded at any time unless accompanied by an adult who will be responsible for their conduct. Children, when accompanied by an adult, must not be permitted to play upon the lots or lawn, except in the portion of the cemetery reserved especially for the purpose.
37. "Flowers" – All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants, or feeding or disturbing the birds, fish, or other animal life, except under the direction of the Superintendent.
38. "Plot Owners Bound by Rules and Regulations" – The owner of right of interment shall be bound by all applicable rules and regulations now or hereafter in force.

39. "Lounging On the Grounds" – Strangers shall not be permitted to sit or lounge in any of the grounds, graves, or monuments in the cemetery or in any of the building. Picnics or any other non-cemetery activity and fireworks are strictly prohibited.
40. "Loud Talking" – No loud talking shall be permitted on the cemetery grounds, within hearing distance of funeral services.
41. "Rubbish" – The throwing of rubbish on the drives, and paths, or any part of the grounds, or in the building, is prohibited. Receptacles for waste material are located at convenient places.
42. "Automobiles" – Automobiles shall not be driven through the grounds at a greater speed than 5 miles per hour, and must always be kept on the right-hand side of the cemetery roadway. No automobile, which is not in a funeral procession, may stop in front of an open grave. All automobiles must park as directed by the Superintendent or his assistant.
43. "Bicycles and Motorcycles" – No bicycles or motorcycles shall be admitted to the cemetery except such as may be in attendance at funeral or on business.
44. "Peddling or Soliciting" – Peddling of flowers or plants, or soliciting the sale of any commodity, other than by the Association, is positively prohibited, within the confines of the cemetery.
45. "Firearms" – No firearms shall be permitted within the cemetery except on special permit from the Superintendent.
46. "Notices and Advertisements" – No signs or notices or advertisements of any kind, except by permit from the Superintendent.
47. "Dogs" – Pets, horses, or livestock shall not be allowed on the cemetery grounds or in any of the buildings.
48. "Improprieties" – It is of the utmost importance that there should be strict observance of all the proprieties of the cemetery, whether embraced in these rules or not, and no improprieties shall be allowed, and the Superintendent shall have power to prevent improper assemblages.
49. "Superintendent to Enforce Rules" – The Superintendent is hereby empowered to enforce all rules and regulations, and to exclude from the property of the Association any person violative the same. The Superintendent shall have charge of the grounds and buildings and at all times shall have power to enforce all rules and regulations of the Association, including those relating to conduction of funerals, weeding, traffic, etc.
50. "Gratuities May Not be Accepted by Employees" – No person while employed by the Association shall receive any fee, gratuity or commission, except from the Association, either directly or indirectly.
51. "When Association not Responsible" – The Association shall take reasonable precaution to protect the plot owners, and the property rights of the plot owners, within the cemetery, from loss or damage from causes beyond its reasonable control, and especially from damage caused by the elements and acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, authority, whether the damage be direct or collateral, other than as herein provided.

52. "Change in Address of Lot Owners" – Lot owners must notify the Association. It shall be the duty of the lot owner to notify the Association of any change in his post office address. Notice sent to a lot owner at the last address filed in the office of the Secretary of the Association shall be considered sufficient and proper legal notification.
53. "Provisions Relating to Perpetual Care" – This cemetery is operated as a perpetual care cemetery which means that a perpetual care fund for its maintenance has been established in conformity with the laws of the State of Texas. Perpetual care means to maintain, repair, and care for the cemetery.
- a. Perpetual Care Exceptions – The term "perpetual care" shall in no case be construed as meaning the maintenance, repair or replacement of any memorial tablets or memorials placed upon plots; not the planting of flowers or ornamental plants; not the maintenance or doing of any special or unusual work in the cemetery; nor does it mean the reconstruction of any granite, bronze, or concrete work on any section or plot, or any portion or portions thereof in the cemetery, mausoleum, or other building or structures, caused by the elements, and acts of God, common enemy, thieves, vandals, strikers, malicious mischief markers, explosions, unavoidable accidents, invasions, insurrections, riot, or by order of any military or civil authority, whether the damage be direct or collateral.
 - b. Investment of Perpetual Care Fund – The money received for perpetual care shall be held by Regions Bank of Houston, Texas, as trustee, and invested by said Trustee as provided by the laws of the State of Texas. The Association may, at its option, change its trust, but shall not revoke the trust.
 - c. Expenditure Limited to Income – Perpetual Care, whether supplied to lots, graves, or to any space within the confines of the cemetery, shall be limited absolutely to the income received from the investment of the perpetual care fund – no part of the principal being expended – anything therein state to the contrary notwithstanding.
 - d. Funds May be Deposited With Others of Like Character – It is understood and agreed between the purchaser and this Association that all of said funds may be deposited with others of like character and intent, to the end that the income from such accumulated general fund shall be used in the general improvement and perpetual care as above defined; but in no case shall their deposit be construed as a contract to care for any individual property or space other than as above defined; and the perpetual care of the cemetery shall be limited to the net income received from the investment of such funds.
 - e. Directors To Direct Expenditures – The income from the perpetual care fund shall be expended by the Board of Directors in such manner as will, in its judgment, be most advantageous to the property as a whole, and in accordance with the purposes and provisions of the laws of the State applicable to the expenditure of such funds. The Board of Directors is hereby given 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 such income in such a 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, and it may also expend said income for attorney's fees and other cost necessary to the preservation of the legal rights of the Association.

- f. Amount of Deposit for Perpetual Care – The amount of perpetual care funds to be collected from the purchaser of cemetery lots, and/or rights of interment therein, shall not be less than that required by the laws of the State of Texas, the same to be set aside out of the final payment made by the purchasers therein.
54. “Special Care” – “Special Care” if available through the Association shall include only these specific services set forth in Special care agreement with the plot owners. It may include the erection, maintenance, removal, repair, or preservation of any memorial structure, the planting and cultivation of flowers, trees, shrubs, or plants in and around the cemetery, or any part thereof and the filling and the care of flower beds, and the placing of floral decorations at Easter, Memorial Day, Christmas, or at any other date requested, including the special care or ornamenting of any plot, lot, section or building, or any portion thereof, in said cemetery, or any other purpose or use not inconsistent with the purpose of which such cemetery was established or is being maintained. Special Care funds may be invested with and in the same manner as perpetual care funds, and all said funds shall be considered for the general good of the cemetery, and of the plot owners therein. This special care feature is provided to fulfill the desire of individuals who voluntarily want to provide a Special Endowment for specific reasons.
55. “Private Mausoleums, Vaults and Tombs” – The erection of a mausoleum or a vault or tomb above the ground will be permitted only upon compliance with the following requirements, which are considered essential to get best interest of the lot owners and cemetery.

The lot on which such a structure may be erected shall be a lot set apart and specifically designated by the Association as a “mausoleum site” and the structure to be erected thereon shall not occupy more than 85 percent of the total area of the lot.

The Association reserves the right to prohibit the erection of a mausoleum or other like structure upon any lot upon which the full purchase price has not been paid, or against the owner of which any other charge is due and unpaid, and may require payment in advance of any changes property payable to the Association by reason of the erection of such structure.

The plans, specifications and proposed position on the lot, of the structure to be erected, must be submitted to the Association and duly approved by its properly authorized officials before the erection thereof will be permitted. The Association reserves the right to prohibit the erection of any mausoleum or like structure that is not considered by it suitable or desirable in the cemetery, either by reason or size, design, architecture, material location or for any reason considered objectionable by the Association, and the decision of the Association thereon shall be final in the matter.

In any case, the foundation for such structures must be approved by the Association. The Association must approve design and details and may deem advisable by reason of the character of the lot upon which the structure is to be erected. In any case the foundation shall be at least as large as the bottom base of the structure.

The stone of the walls and the roof of the superstructure must not be less than six inches thick at any point and must be of sufficient size to reduce as far as possible the number of exposed masonry joint. The roof must be supported upon the walls of the building without requiring intermediate supports. All metal work must be of standard bronze or aluminum. A completed system of ventilation must be provided. The crypts must be completely enclosed independently of the walls of the structure and so arranged that each one can be hermetically sealed after a body has been placed therein. An air space must be provided between crypts and the walls of the building.

Owners of the Mausoleum or like structures are hereby notified that the Perpetual Care Provisions of the Association do not provide for the future repair, preservation or cleaning of structures. They may provide for perpetual care of the structure, however, by depositing an endowment fund of sufficient amount for the purpose with the Trustee of the Association's perpetual care funds.

If any vault, tomb, sarcophagus, mausoleum or like structure in which bodies are entombed, in the cemetery, shall fall into a state of dilapidation, or decay, or shall be determined by the Association of the Trustee of the Perpetual care funds of the cemetery, no adequate provision having been made by the owner for the repair and preservation of such structure, either the Association or said Trustee shall have the rights to remove the said offensive or objectionable structure and to inter anybody or bodies contained therein, in the earth upon the lot on which such structure was located, maintain such lot thereafter in good and similar condition to the other lots in the cemetery where such burials are made.

56. "Memorials and Markers" – This cemetery is a skillful and inspired combination of nature and art, carefully designed to be a beautiful and everlasting memorial. Its memorable charm inspires a new vision – a newfound hope in immortality of nature. Here indeed us nature's temple where those left behind may find consolation and peace of mind amid nature's everlasting loveliness. It would be inconsistent with the idea of the founders to build any structure that would deface or detract from the beauty of the natural landscape effects.

The Association, therefore, desiring to perpetuate the founder's idea have adopted memorial restrictions which will, in its opinion, permit adequate identification and memorialization of family burial estates and individual interments without disturbing the park-like atmosphere of the cemetery.

All memorial, or markers, must be of select granite or bronze, and if the later memorial, the manufacturing company must be approved by the Association. If purchased outside cemetery or Association, then an application for any memorial or marker must be submitted to the Association, before purchase, for approval by the Association. The cemetery or Association will not be responsible for any memorialization purchase prior to acceptance of application. The Association reserves the right of approval or rejection of application and shall act on application on or before 15 days after receiving application at the cemetery of Association Business office.

57. "Memorial Restrictions" – The Association reserves the right to restrict certain sections, or portions of sections, to bronze markers and family memorials only. Lot owners are requested to contact the office of the Association for specifications before purchasing markers or memorials. The Association assumes section that is restricted to bronze to be placed in a section that is restricted to granite.
58. "Family Memorial" – Family memorials of bronze may range in size from thirty-two inches by eleven inches up to sixty inches by twenty-two inches, the size to be determined by square footage and shape of lot which the memorial is to be placed and bolted to a granite base, color of which to complement bronze, having at least 2" exposed border and a minimum of 4" thick material. Top shall be polished, sides can be rough rock. Setting fee dimensions will be estimated or calculated as to overall size and could include rock border if rock border is extreme.

Family upright monument or memorials are restricted to size of plot or lot. Base of memorial or monument shall not exceed in length less than 10" than the width of the plot. If larger

memorial base is needed than an additional plot is to be purchased. The width of the base is not to exceed 20” nor shall the height of the monument or memorial exceed 48” overall including height of the base. The cemetery does provide a special section as to Double Faced monuments or memorials to serve more than one family. Each side of the monument or memorial shall be the sole ownership of the Named Family as it is read standing at the foot of the plot or lot facing the monument or memorial. All upright monuments and memorials must be erected on a concrete pad. The pad is to be a minimum of 8” wider and 8” longer than the length of the monument or memorial. The pad shall be no less than 4” thick with steel mesh and rebar. Sub foundation will depend on the area of cemetery the monument or memorial is placed in. Installation will be done by the Association. In the event more plots are needed to accommodate a larger base, then the Association reserves its rights to arrange burial using more than one plot per burial, but shall not exceed 1 ½ plots per burial.

Footstones – Only Veteran’s issued and supplied memorials are allowed to be used as footstones and they shall be installed flush to the ground.

59. “Individual Marker” – An individual marker may be set on each grave, but no markers may be set to embrace two or more graves, nor shall double markers be permitted nor shall two or more inscriptions be permitted on one marker unless specifically authorized by the Association. If purchased outside cemetery or Association, then an application for any memorial or marker must be submitted to the Association, before purchase, for approval by the Association. The cemetery or Association will not be responsible for any memorialization purchase prior to acceptance of application. The Association reserves the right of approval or rejection of application, and shall act on application on or before 15 days after receiving application at the cemetery or Association Business office.

Adult individual markers of granite must be two feet by one foot by four inches; the top must be finished flat and the bottom level; all line work must be of uniform depth and width; and all carving must be etched to proper level to last.

For children, markers one foot eight inches by ten inches, meeting all other previously described requirements for adult individual markers as to thickness, finish, etc., may be used. Individual bronze markers for adults shall be twenty-four inches and for children twenty inches by ten inches may be used except in Babyland where infant markers size twelve inches by five inches are required.

60. “Memorialization for Mausoleum and Columbarium” – To keep uniformity and beauty of our mausoleum and columbarium, the Association has selected the type of bronze, plaques, letting, style and design. All installation changes will be the responsibility of the family or person ordering. See fee rates page and all fees are subject to change without notice. The amount of charges will be on application for memorialization and those charges must be paid in full prior to installation and or delivery to cemetery. Fees can be paid at the time of application.
- a. Mausoleum; size of bronze plaques shall be 16” x 6”, style CF7 manufactured by Granit-Bronze with 3/8” brass long bolts. Placement onto crypt fronts has been pre-designed and part of original construction. Columbarium’s; bronze plaques shall be 11” x 4”, style N33 (for companion) or style NS1 (for single), manufactured by Granit-Bronze with brass bolts. Niche plaques on Mausoleum shall be same style as columbarium, but with engraved lettering (same as crypt front letter type and style). Only Cemetery Association is allowed to install all memorialization. If memorialization is purchased outside of the cemetery or Association, then an application must be submitted, prior to purchase, for

approval by the Association. The cemetery or Association will not be responsible for any memorialization purchase prior to acceptance of application. The Association reserves the right of approval or rejection of application, and shall act on application on or before 15 days after receiving application at the cemetery or Association Business office.

- b. All flower vase rings, style, size, shape and manufacture shall be selected by the Association to retain uniformity and beauty of mausoleum and columbarium's. Location of placement of vase floral rings will be determined by the Association. No more than 2 per crypt front shall be allowed.
 - c. Other types of ornaments, Veteran's plaques or symbols/emblems are allowed only with the approved written approval of the Association. Installation and placement shall be done by the Association.
 - d. Ceramic photos will be allowed by special request to the Association. Manufacture and size shall be of the Association's sole choosing. Only colored and permanent phot types will be acceptable.
61. "Foundations and Setting of Monuments and Markers" – Every memorial, or marker, must be set on a suitable foundation, installed by the Association at the lot owner's expense. All individual markers and memorials must be set flush with the lawn and follow the contour of the section. All upright monuments and memorial must be erected on a concrete pad. The pad to be a minimum of 8" wider and 8" longer than the length of the monument or memorial base. Pad shall be no less than 4" thick with steel mesh and rebar. Sub foundation will depend on the area of the cemetery place in.
62. "Association Must Approve Bronze" – Due to the great variableness of bronze manufacture under the same or similar specifications and the difference of reaction of time and weather conditions, and further due to the fact that the Association has undertaken the permanent care thereof, no bronze memorial or marker may be installed in the cemetery unless the manufacturer thereof has first been approved in writing by the Association. In the event the Association should adopt as standard a particular manufacture of bronze, which after testing has been found the most satisfactory, for this particular territory and climate, its purchased and use by lot owners will be recommended; however, in the event the Association permits, under its rules and regulations, the installation of grave markers, other than those recommended by it as aforesaid, the lot owner, as a precedent to obtaining the right to use such bronze grave markers, or memorials shall deposit with the Association, the sum of \$ 200.00 for each marker and in addition thereto shall deposit the said sum of \$200.00 in its perpetual care fund, to be used for the care and improvement of the cemetery including the permanent care of said marker.
63. The Association reserves the right at the end of six months from date of burial to remove the head board or metal marker and place a suitable marker bearing the number of the grave and setting flush with the ground.
64. "Holidays" – The Association shall have the right, at its option, to refuse to make interments, disinterments or removals on Sunday or Holidays.
65. "Interment, Disinterment, Entombments, Disentombments and Recording Fee" – A nominal charge will be made by the Association for interments, disinterments, and recording fees.

66. "Companion Marker" – In Companion areas, one Family marker may be substituted for the individual markers, the two names appearing on the marker the same as on two individual markers.
67. "General Rules" – The burial park is open to visitors from 8:00 o'clock A.M. during the entire year. The Association, however, reserves the right to close park at 5:00 o'clock P.M., if and when it so desires.

All visitors are expected to respect the solemnity of the place and strictly observe the rules established by the Board of Directors, for the purpose of securing quiet and good order at all times within the grounds.

The Association will use reasonable care in engaging competent and experienced workman and in seeing that they do their work with customary carefulness; but the Association shall not have any responsibility or liability for accident or damage to markers, vases, or mausoleums, resulting from the ordinary hazards of the cemetery work. The Association shall not have any liability for accident or damage to persons or property due to defect of machinery, implements generally at the cemetery.

Nothing may be brought into or removed from the cemetery without permit from the Superintendent. This rule is designed to prevent theft and unauthorized entrance upon lots and graves.

All persons are forbidden under penalty of the law, to kill, wound, or trap any bird or animal within the limits of the park, or to remove the young of any animal or the eggs of any birds.

All persons are strictly prohibited from plucking any plants, whether wild or cultivated, disturbing water fowl or other birds, breaking or injuring any trees or shrubs, marring any monuments or landmark or in any way defacing the ground of the Association.

Casual visitors to the cemetery, who are not members of a funeral procession or party, are forbidden to intrude upon a funeral party, or to loiter about an open grave.

School children in charge of a school teacher, art students, botanists, ornithologists, students of forestry, or others who may benefit from the cemetery. All who purpose to make visits for such purposes are required to call upon the Superintendent before going about the grounds.

Fireworks are prohibited in the cemetery.

Trespassing upon the grounds of the cemetery is forbidden, and the Superintendent may arrest any person disturbing its sanctity by noise, boisterous or other improper conduct, or who shall violate any of the foregoing rules.

All persons are reminded that the grounds are sacredly devoted to the burial of the dead, and that the provision and penalties of the law will be strictly enforced.

68. The Association reserves the right, from time to time, to amend, add to, revise, change and/or modify these rules and regulations.

Monument/Marker Disclosure

OCMP Cemetery must order your burial marker or monument not later than 21 days after you have paid 100% of the cost of the marker or monument; you have paid in full all charges for the interment spaces and corresponding required perpetual care, you have paid in full any marker or monument setting fees; you have approved the lettering and design for the marker or monument; and you have signed the necessary documentation directing or authorizing OCMP Cemetery to order the marker monument.

OCMP Cemetery must set your marker not later than 15 days after you have inspected and accepted the marker, and you have paid in full all charges for the marker and interment spaces, including the required perpetual care and any setting fees.

OCMP Cemetery must set your monument not later than 25 days after you have inspected and accepted the monument, and you have paid in full all charges for the monument and interment spaces, including required perpetual care and any setting fees.

If OCMP Cemetery is unable to set your burial marker or monument by the aforementioned deadlines, OCMP Cemetery will notify you in writing not later than the 5th day after the date by which your marker or monument is required to be set and inform you of the reason for the delay, and the date by which OCMP Cemetery expects to be able to set your marker or monument.