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**RULES AND REGULATION
OF
OAK KNOLL MEMORIAL PARK, INC.
(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, 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 adopted as the rules and regulations of the Reversionary Owner and 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 a one piece box and one piece 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 or sufficient size used, or intended to be used, to entomb cremated or embalmed remains.
- F. **"Entombment"** means to disposition of human remains in a lawn crypt.
- G. **"Entombment Right"** means the right to place individual human remains or individual cremated human 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 human 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 bronze or bronze on granite placed level with the grade.
- 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"** a marker, monument, vase, crypt or niche name plate for the purpose of identification or in memory of the interred.
- S. **"Niche"** means a space in a columbarium used, or intended to be used, for inurnment of cremated remains.
- T. **"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.
- U. **"Reversionary Owner"** means the _____(Cemetery).
- V. **"Space"** means the space on a lot for the interment of one human remains.
- W. **"Vault"** means a permanent outside container of grade better than a two-piece box

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 CONFIDENTIAL

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 Reversionary Owner. Information contained therein is for the exclusive use of management, and shall not be disclosed without the written consent of management. Such information shall be deemed confidential and shall not be disclosed except by the consent of management or upon order of a court of competent jurisdiction. Record requests may be subject to an administrative fee, which may be changed from time to time by management.

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.

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 PET REMAINS MAY BE INTERRED WITH HUMAN REMAINS**

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, then the Reversionary Owner may re-enter said property and hold the same as of its former estate. The management, thereupon, shall be released from all obligations there under, 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 DIMENSIONS - MAXIMUM

Maximum casket dimensions for crypts shall be 25" high; 31 1/2" wide; and 87" in length.

Maximum inside dimensions for lawn crypts are 24" high, 30" wide and 86" in length.

CONTAINER (VAULT) INSTALLATION

No outside container shall be installed without the written authorization from the management. In every case the charges therefore shall be paid in advance or arrangements satisfactory to the management made concerning payment, including but not limited to, any other outstanding charges on that particular lot or space. The management shall provide for the installation of all outside containers unless other arrangements satisfactory to the management are made. All outside containers to be installed by the management shall be delivered to the installation staging area designated in the cemetery on the business day prior to the service.

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.

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. 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 canceling such conveyance and substituting and conveying in lieu thereof other interment property, or 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 permit on Sunday, New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

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 - 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.

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 mausoleum or a lawn crypt with addition charge to family.

ALL BODIES PLACED IN A HOLDING AREA MUST BE EMBALMED

LAWS

In addition to being subject to these rules and regulations, all burials 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. If the cremation is not in an urn and only in a plastic bag the cemetery is not liable for removal and getting all of the remains.

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 the instrument of conveyance.

Successors in interest shall be determined as follow: 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 joiner 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.

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.

NOTICE

Twenty-four hours notice, Sundays and Holidays excluded, must be given to the management before any burial. This must be given in writing. 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. When a family requests a burial within 24 hours of a death of a loved one, Oak Knoll will do everything possible – It will however be Subject to Pending Scheduled Funerals.

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.

SCATTERING REMAINS

NO SCATTERING ALLOWED IN OAK KNOLL CEMETERY. Except at our designated Scattering Garden. If any remains have been scattered without Oak Knoll knowledge, Oak Knoll will contact the family first – then set by Law – Oak Knoll will notify the Sheriff and Corners Office then at which time Oak Knoll will be able to legally dispose of said remains. A cremation will not be buried on top of a vault.

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 NO-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 the remains shall be removed from temporary interment and 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 and 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. 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 or 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 manufacturer of supplier, then the Reversionary Owner assigns to the Owner any such representations or warranties for the purpose of providing privities with said manufacturer of supplier.

TIME AND CHARGES

All burials and removals must be made at the time and in the manner and 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. Additional charges shall be made on burials occurring other than at authorized hours for standard rates

NATURAL BURIALS

Oak Knoll Memorial Park offer "Natural Burials". When the deceased wants to go back to the earth naturally, they will be able to purchase an ecofriendly casket thru the funeral home. We will install a vault without a bottom. This will make it possible for the deceased to go back to the earth, with the vault without a bottom this will help Oak Knoll maintain the grounds without worrying about the grave settling.

FOR DISINTERMENTS REMOVALS

NOTICE

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 the 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.

A Certificate, of Authorization and Release Forms, signed by the Funeral Home and Funeral Director.

Plus, a Disinterment Authorization and Release by the family.

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.

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 8:00 a.m. to 4:30 p.m. Monday through Friday, Saturday, we are open from 8:00 a.m. to noon 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 thirteen (13) 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, ducks, or fish or other animal life.

LOITERING PROHIBITED

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

RUBBISH

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

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 and 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 including office 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.

TRESPASSERS ON CEMETERY

The cemetery is sacred and private property and must not be invaded. The right is reserved, by the management, to refuse entrance to any person, to expel from the grounds, anyone violating the rules, and to refuse admittance of any material or merchandise.

VEHICLES

Vehicles shall not be driven through the grounds at a greater speed than ten (10) miles per hour, and must always be kept on the right-hand side of the cemetery roadway

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.

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).

DESIGN AND FINISH – Contact office for more detailed information

- 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 bronze and the name of company.
- 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 bronze 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, property preparations therefore 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 duplication is readily noticeable.
- 7) Dealer's names shall not appear on any marker.
- 8) No temporary markers allow in cemetery.

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.

MATERIAL

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

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

Only one (1) marker will be allowed on each grave. October 1,1987 the board of directors elected to one marker per grave with the exception of family markers and baby's markers already installed. The size, will be determined by the management.

While the cemetery will exercise all possible care to protect raised lettering, or emblem on any memorial, it disclaims responsibility for any damage or injury thereto. The thickness of a bronze marker must be approved y management.

No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any lot and no walks of brick, chart, 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.

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

MEMORIAL INSTALLATION – Contact Office for more detailed information

Before any work is done, on any marker, of lot by any person other than management personnel, written authorization shall be obtained from the cemetery office. No memorial shall be installed without the written authorization from the cemetery office. In every case the charges therefore shall be paid in advance or payment, including, but not limited to, any other outstanding charges on that particular lot, space or crypt.

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

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 affected.

MEMORIALS – GRANITE

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

SIZES AND DIMENSIONS Sizes and dimensions are at the discretion of the subject to the approval of the management.

QUALITY

Granite foundation must consist of good, sound durable stock and shall be free from any imperfection. As of 1-2-95 no marble or plastic or Fiberglas foundation would be allowed.

THICKNESS

All granite foundation for markers must be of uniform thickness throughout and shall be not less than 4" or more than 4" in thickness. The border should be 2" to 3".

FOUNDATION AND PLACEMENT

All markers will be set at the discretion of management, and shall be set level with the grade. 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.

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.

No marker shall be removed, from the cemetery, except by the management, unless the written order of the owner and permission is granted by 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 delays caused by the elements, acts of God, common enemy, thieves, accidents, invasions, insurrections, riots, or order of any military or civil authority.

The cemetery will exercise reasonable care to protect raised lettering, ornaments or any memorials, 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 bronze is unsuited to the lot on which it is to be placed, or contrary to the Rules and Regulations

DRAFT ONE - RULES AND REGULATIONS ON MEMORIALS

No temporary grave markers shall be placed in Oak Knoll Memorial Park. Only one grave memorial will be permitted on one grave space unless other arrangements have been approved, by the management of Oak Knoll. No memorial may be set to embrace two or more grave spaces except a companion or a family memorial, nor shall more than one family name be permitted on any memorial, unless approved in writing by Oak Knoll. All memorials shall be set on uniform lines as prescribed by the management of Oak Knoll to conform to the general plan of Oak Knoll Memorial Park.

Oak Knoll will permit only the use of subsurface vases to be selected through consultation with Oak Knoll and they shall be contained in their own receptacle when not in use. These vases will be installed, with a foundation.

All memorials marking of each lot, grave or graves is restricted and limited to flat bronze memorials, (with or without vases), set flush with the turf, and of such dimensions, materials, finish and construction as designated by Oak Knoll.

To preserve uniform beauty all bronze memorials shall be selected through consultation with Oak Knoll and installed by Oak Knoll and must meet the following specifications:

Each casting shall be true, free from all weakening defects of any character, and also free from minor defects and imperfections, which would be visible from a distance of 3 feet. All exposed surfaces must be smooth, with no sand-like roughness will be permitted.

All letters, numerals, emblems and insignia must be hand chased, finely buffed and highlighted. Each bronze memorial shall be at least 5/32 inch in thickness and shall consist of a ledger or background, of sculptured texture and distinct border or edging which is decorative to the memorial and forming a part of it as per the approved sample in Oak Knoll's office. The above bronze memorial specifications may be waived by Oak Knoll in the case of bronze grave markers furnished by the government of the United States of America (which markers do not meet their requirements) for the identification of graves of those who served in the armed forces and whose graves remain unmarked.

CONTROL OF WORK BY CEMETERY

GRAVES - DIGGING

All lot owners, their agents, servants, and employees or anyone authorized to act for or in behalf of any owner, shall obtain written approval from the management of any proposed grave digging. These Rules and Regulations provide the standards for all sections in the cemetery and no deviation there from will be authorized without the written approval of the Reversionary Owner.

Before any grave digging is done, on any lot, by any person, other than management personnel, written authorization shall be obtained from the cemetery office. No grave shall be dug without the written authorization from the cemetery office. In every case the charges for interment and recording shall be paid in advance or other arrangements satisfactory to the management are made concerning payment, including, but not limited to, any other outstanding charges on that particular lot, space or crypt.

The management shall provide for the digging of all graves unless other arrangements satisfactory to the management are made. The management shall charge for such grave digging which charges may be changed, from time to time, by the management.

Grave digging is an art and a craft requiring experience and often times special equipment. No person, firm or corporation, other than recognized and approved grave digger, or management, shall be permitted to dig graves in the cemetery.

MANAGEMENT SHALL CONTROL IMPROVEMENTS

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

ROADWAYS AND REPLATTING

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 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.

RULES AND REGULATIONS FOR GRAVE DECORATIONS

DECORATION CERTAIN ORNAMENTS PROHIBITED

The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, glass, wood or iron cases, and similar articles, upon lots shall not be permitted, and, if so placed, may be removed.

DECORATIONS SUBJECT TO APPROVAL

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

FLORAL REGULATIONS

No flower receptacles may be placed on any space, lot or columbarium, unless approved by the management. Flower receptacles shall be of reversible subsurface bronze vase of approved size and design and, in the case of the burial park portion of the cemetery, set wholly beneath the level of the lawn. Such receptacles may be purchased from and installed by the management. Flowers, other than those in permanent approved vases, shall be subject to removal prior to the next mowing during the mowing season (7) seven days. From March 15 through October 15 vases are allowed up. No planting in the permanent vases, no planting is allowed on the graves. Extra bouquets are allowed from Mother's Day to June 6. Nothing will be allowed to be attached to vase, only flowers are allowed in the vase. Winter decorations are allowed November 15 to March 15.

ALL VASES ARE PUT DOWN OCTOBER 15 FOR THE WINTER.

Also, seasonal flowers will be removed. The management shall have authority to removal 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, such ground cover becomes unsightly, dangerous, detrimental or diseased, or when it does not conform to the standards maintained. The management shall not be responsible for floral pieces that are attached. The management shall not be responsible for lost, misplaced or broken flower vases, or for replacement of vases purchased from other sources. The management shall not be responsible for any wreath, spray, floral decorations, plants herbage, or plantings of any kin 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, or ground cover of any kin, 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 the kind and location of such planting. Any place without permission is subject to removal by management.

FLORAL REGULATIONS - BURIAL AND SPECIAL OCCASIONS

During the mowing and trimming season, March 15th through October 15th, no ground type decoration are allowed, unless in approved flower receptacles, except at the time of burial and on Memorial Day. On these occasions, ground type decorations consisting of tin, clay, plastic, wood, papier-mâché may be placed at the owner's responsibility. They shall be removed not later the seventh day after the burial or Birthday, anniversary unless sooner removed by management because of unsightly condition.

FLORAL REGULATIONS - MOWING SEASON

Flowers, other than those in approved flower receptacles, shall be subject to removal prior the next mowing during the mowing season, March 15th through October 15. Also, seasonal and unsightly flowers will be removed. Unsightly for these purposes is considered to mean floral decorations that have become faded, discolored, weather damaged, dislodged and not in season. Each year on March 15 and again on October 15th the cemetery is inspected and all unsightly and out of season decorations will be removed and discarded.

FLORAL REGULATIONS - NON-MOWING SEASON

During the non-mowing season, November 15th through March 15 the maximum ground type decorations allowed are flowers in approved flower receptacles (not the bronze vases) and wreaths, grave blankets. The above decorations may be placed at the owner's responsibility unless removed by management because of unsightly condition and or is unseasonable. Grave blankets may be removed if weather conditions exist, in the judgment of the management, that the grave blankets are detrimental to the grass underneath. Christmas trees will be allowed

ENDOWMENT AND SPECIAL CARE

ENDOWMENT CARE OF LOTS

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

SPECIAL CARE - BY AGREEMENT ONLY

"Special Care" shall include only those specific, 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. Special care funds may be invested with and in the same manner as endowment care funds.

PERPETUAL CARE

The purchase price of all interment spaces sold and to be sold in Oak Knoll will include a deposit for Perpetual Care as provided by state law.

This Perpetual Care means that within the Limits permitted by the income derived from this Perpetual Care Fund for Interment Space, the Cemetery grounds will be maintained in keeping with a well preserved burial park, including the cutting of grass, and trimming of shrubs and trees at reasonable intervals: the procuring, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose, and replacing same when necessary; keeping in repair the drains, water lines, roads, buildings, fences and other structures, including features and embellishments of general character applicable to Oak Knoll as a whole or to a particular area' painting, cleaning or applicable to Oak Knoll as a whole or to a particular area' painting, cleaning or otherwise preserving same at reasonable intervals, maintaining the necessary records of interment space ownership and burials, and other necessary information and having same available to the public authorities and other interested persons.

This shall not include maintenance, repair or replacement of any memorial under any circumstances; nor the repair or replacement of buildings, structures or other property when the damage is caused by vandals, thieves, Act of God, common enemy, riots, or by the order of any military or civil authority; or acts beyond the control of Oak Knoll.

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 an Interment Right. No transfer 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 confidential 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 Rules 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.

GOVERNING THE OPERATION AND MAINTENANCE OF OAK KNOLL MEMORIAL PARK

Interments, disinterment, removals, grading, seeding, planting, tree trimming and removal and all similar work (with the exception of moving grass and raking leaves) in Oak Knoll Memorial Park shall be done by the management of Oak Knoll at the expense of the lot owner.

All labor and activities, of any kind in, connection with the making of burials, setting markers, etc. shall be done by the management of Oak Knoll at a charge to the lot owner. The schedule of such charges shall be obtainable in the office of Oak Knoll Memorial Park.

No benches, stonework or structures of any kind may be placed on any lot or lots without the written permission of the management of Oak Knoll. No planting, Landscaping or other work may be done on any lot or lots without the written permission of the management of Oak Knoll and then such work must be done by Oak Knoll unless otherwise in writing directed.

Any plantings, shrubbery, trees or anything which in the opinion of the management of Oak Knoll is dangerous, harmful, injurious or offensive to the appearance of Oak Knoll Memorial Park in general and to any individual or individuals may be removed by Oak Knoll whether it be on lots belonging to individuals or on property belonging to Oak Knoll. Growing plants in pots or small boxes will be allowed to remain on the graves for ONE week only. Large moss baskets and urns are not permitted at any time. Bouquets may be placed on the graves at any time in the permanently installed vase. No artificial wreaths will be allowed on any graves during (March 15 and October 15) mowing season.

When a deed is given to a lot purchaser, it gives such purchaser burial rights only. It shall not be construed to mean that Oak Knoll has given up any of its control over said lot.

No sale or transfer of any lot or any part of any lot shall be valid without the written consent of the management of Oak Knoll and each transfer must be recorded on the books of Oak Knoll.

In order to insure the carrying out of the general aims of Oak Knoll Memorial Park and in order to ensure the maintenance of these aims, the rules and regulations may be changed, modified or added to at any time.

All interments at Oak Knoll must be signed by a member of the family giving Oak Knoll Memorial Park permission to bury on the said grave space. All families must pay for Oak Knoll's committal charges and vault handling at the time of signing the interment papers. Oak Knoll charges must be paid for in advance. The schedule of said charges shall be obtainable in the office of Oak Knoll.

MODIFICATIONS AND AMENDMENTS

AMENDMENTS

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

EXCEPTIONS AND MODIFICATIONS

No waiver of any violation of these Rules and Regulations shall operate as a waiver of any subsequent violation of the same rule or regulation or as a waiver of any other rules or regulation, or the violation thereof.

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

SEVERABILITY

If any rule or regulation or part thereof shall be declared invalid, such declaration shall not affect or invalidate the remaining Rules and Regulations or parts thereof herewith established.

RECORD OF PURCHASER

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