

# **Rules and Regulations**

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## **Judean Memorial Gardens**



**JULY 2009**

**MONTGOMERY CEMETERIES LLC**

16225 BATCHELLORS FOREST ROAD, OLNEY MARYLAND 20832

# **RULES AND REGULATIONS GOVERNING JUDEAN MEMORIAL GARDENS**

A memorial garden should be a place of everlasting solemnity and beauty. To preserve the solemnity and the uniform beauty of Judean Memorial Gardens for all, Judean Memorial Gardens must take care that the aesthetic preferences of all owners of property therein are harmonized and that the preferences of a single owner does not obtrude upon the feeling and sensibilities of adjacent owners.

These rules and regulations are designed for the protection of the Cemetery and the owners of interment rights as a group. Their enforcement will help protect the Cemetery, preserve its beauty and enable it to function effectively.

The following rules and regulations, therefore, are herein set forth in the interest of preserving such attractiveness and facilitating the administrative process. All interment property shall be subject to them, and any amendments or alterations thereof as may be subsequently adopted. These rules and regulations, when referred to in your purchase contract or other document of Judean Memorial Gardens, shall have the same force and effect as if they were set forth in full therein.

## **I DEFINITIONS**

1. TERMS: As used herein, the following terms shall have the meanings set forth herein:

- (A) The term "Association" shall mean Maryland Cemeteries Limited Partnership, which owns Judean Memorial Gardens, or any other successor in title or interest that may be the owner from time to time of the Cemetery.
- (B) The term "Cemetery" shall mean Judean Memorial Gardens as established by the Association.
- (C) The term "Contractor" shall mean any person, firm, corporation or part engaged in placing, erecting or repairing any memorial, or performing any work in the Cemetery ground, other than an employee of the Cemetery.
- (D) The term "Interment" shall mean cremation and inurnment, entombment, or burial of the remains of a deceased person.
- (E) The term "Owner" shall mean the owner of perpetual rights of interment in a Lot ("Burial Rights").
- (F) The terms "Lot" and "Site" shall mean the space, whether consisting of land, crypt, or other burial space, in which an Owner obtains perpetual rights of interment. ("Burial Rights").
- (G) The term "Memorial" shall mean any marker or structure upon or in any Lot placed thereupon or therein or partially therein for the purpose of identifying or in memory of (memorializing) the interred.

## **II SUPERVISION OF CEMETRY**

2. ADMISSION TO CEMETERY: The Association reserves the right to compel all persons coming into the Cemetery to obey all rules and regulations adopted by the Association. The Association may change the rules and regulations without notice to any Owner. The Cemetery is owned by a private organization, and it reserves the right to refuse admission or the use of any Cemetery facilities at any time to any person or persons whose conduct the Association deems objectionable to the best interest of the Cemetery.

3. **LIABILITY OF ASSOCIATION:** The Association shall take reasonable precaution to protect Owners, and the property rights of Owners, within the Cemetery, from loss or damage; but it distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrection, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.
4. **ENFORCEMENT OF RULES AND REGULATIONS:** The Association and its designated employees and representatives are hereby empowered to enforce all rules and regulations, and to exclude from the Cemetery any person violating the same. The employees and representatives so designated by the Association shall have charge of the grounds and buildings, and at all times shall have supervision and control of all persons in the Cemetery, including the conduct of funerals, traffic, employees, Owners and visitors.
5. **RIGHT OF PASSAGE:** The Association reserves to itself, and to those lawfully within the Cemetery, a perpetual right to ingress and egress over Lots for the passage to and from other Lots.
6. The Association may close the cemetery when severe weather or other hazardous conditions threaten visitor safety.
7. **MUST USE ROADS:** Persons within the Cemetery grounds shall use only the roads, and any persons injured while walking on the grass or any portion of the Cemetery, except if that is the only way to reach a Lot, shall in no way hold the Association liable for any injuries sustained.
8. **AUTOMOBILES:** Automobiles shall not be driven over the roads at a speed greater than fifteen (15) miles per hour, and must always be kept on the right side of the Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways, and are not allowed to park, or to come to a full stop, in front of an open grave, unless such automobiles are in attendance at the funeral.
9. **TRESPASSERS ON CEMETRY LOTS:** Only the Owner of a Lot and his/her relatives or guests shall be permitted on such Lot. Any others person thereon shall be considered as being 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.
10. **RIGHT TO ENTER ON BLOCK, SECTION, LOT, ROW, SITE:** The Association and its employees and agents have authority to enter upon any Lot and to remove any objectionable thing or any erection that may have been placed there contrary to the rules and regulations of the Cemetery, and they may remove any dead or damaged tree, shrub or vine.
11. **HOURS OF OPERATION:** No person shall be permitted to enter or leave the Cemetery except by the public gates, which will be opened daily, except on the Sabbath and those holidays designated by the Association, at approximately 8 A.M. throughout the year and closed approximately one hour before sunset, according to the season of the year.
12. **TRESPASSERS:** Any person(s) found on the grounds after dark will be considered a trespasser.

### **III TRANSFERS OF INTERMENT RIGHTS**

13. **APPROVAL BY ASSOCIATION OF TRANSFERS:** Interment rights may be purchased, sold, assigned, transferred, pledged, or hypothecated by an Owner, only with the written approval of the Association, and

subject to the rules and regulations of the Cemetery, now or hereafter adopted for the Cemetery, and for the purpose of interment only.

14. **USE OF ASSOCIATION FORMS:** All agreements for the purchase of Cemetery interment rights, or transfers thereof, must be on the forms approved by the Association and signed by an authorized employee of the Association. All terms and conditions for the purchase of interment rights must be recited in the purchase contract; verbal agreements or representations are not authorized and will not be recognized.
15. **TRANSFERS:** Upon payment of the entire purchase price, the Association shall transfer to the purchaser thereof by a Certificate of Ownership, a perpetual right of interment in the property purchased, after it is reasonably satisfied that the Purchaser has complied with all its obligations, and has paid the transfer charge described herein.
16. **TRANSFER CHARGES:** Any and all transfers of any interment right, whether same be by conveyance or assignment of purchase contract, are subject to all rules and regulations of the Association, which are now in full force and effect or which may be hereafter enacted. All transfers of ownership shall be subject to payment by the transferor of the charge fixed by the Association from time to time for this service, which charge must be paid to the Association at the time of transfer.
17. **TRANSFERS OR ASSIGNMENTS CONSENT OF ASSOCIATION REQUIRED:** The sale or transfer of any interment right or purchase agreement by any Owner or purchaser shall not be binding upon the Association unless same shall first be duly approved in writing by the Association and then such interment right must be reconvened to the Association; the Association shall issue a Certificate of Ownership to the new Owner and shall require any new purchaser to execute a new purchase contract. This procedure is required in order that the Association may at all times have a complete and accurate record of all owners and purchasers. The Association may refuse to consent to any such sale or transfer as long as there is any indebtedness of any kind due the Association from the Owner or purchaser.
18. **ERRONEOUS ISSUANCE OF CERTIFICATE:** The issuance by the Association of a Certificate on the basis of a transfer of any interment rights by the Owner or purchaser, shall not constitute a guarantee of the validity of the rights thereby conveyed, and shall not constitute necessarily, the Association's acknowledgement of the right of the assignee to use the space so conveyed, in the event it is later established that the space was erroneously conveyed. The provisions of Paragraph 21 (ERRORS) of these Rules and Regulations shall be invoked to correct situations that might arise.
19. **USE OF THE LOT:** Whenever an interment is made in a Lot that has been transferred by a Certificate to an individual Owner by the Association and is held as a separate Lot, it shall be indivisible; and the whole of such burial Lot thereby becomes inalienable and shall be held as the family burial Lot of the Owner. One grave in such Lot may be used for the Owner's interment, one for the interment of the surviving husband or wife, if any, of the Owner, and in those graves remaining in such Lot, 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 of 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 Lot in favor of any other relative of such deceased Owner, or wife, and upon such waiver, the body of the person in whose favor the waiver is made may be interred therein.
20. **USE OF LOT BY SOMEONE HAVING NO INTEREST THEREIN:** The subdivision of interment rights is not allowed without the consent of the Association and no one shall be buried in any Lot not having an interest therein, except by written consent of the Association and all parties interested in such Lot.

21. EXCHANGE OF INTERMENT RIGHTS: The Association reserves the right to exchange for a Lot of substantially equal size or value the Lot of any Owner which may be needed for any general improvement, feature, project or landscaping of any kind that is planned for the beautification or ornamentation of the Cemetery or the establishment of additional facilities created to render better services to the Cemetery. In the event the Association desires to exchange an Owner's lot under this paragraph, prior to any burials being made therein, or under Paragraph 21 (ERRORS), or under Paragraph 29 (RIGHT TO REPLAT), whether prior to or after delivery of a Certificate to the Owner relating to such Lot, notice of the exchange shall be sent to the Owner or his representative at the last known address. The exchanged property shall be of substantially equal size or value as the original property, and shall be made after consultation with the Owner whenever possible. In the event the new location or any other that may be available is unsatisfactory to the Owner, the Owner may elect to surrender his burial rights to the Association and obtain a refund from the Association of the principal amount of the purchase price paid by the Owner for such burial rights. If the Association has received no written objection to two mailed notices of the exchange within 10 days of the date of the second notice, the Association may thereafter issue a new contract or Certificate (as the case may be), notifying the Owner, his heirs, executors, administrators, or assigns of the new location it has selected in exchange, and proceed to correct its records to show the new location, cancel the old purchase contract or Certificate, and issue a new purchase contract or Certificate showing the new locations.
22. ERRORS: The Association reserves, and shall have, the right to correct any errors that may be made by it, either in making sales, interments, disinterments, or removals, or in the inscriptions, transfer, or conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or as may be selected by the Association or, in the sole discretion of the 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 remove and transfer such remains so interred to such other property of substantially equal value and similar location as may be substituted and conveyed in lieu thereof. The Association shall also have the right to correct any errors made involving an improper inscription, including an incorrect name or date, either on the memorial or on the container for cremated remains.

#### **IV PROPERTY RIGHTS OF OWNERS**

23. OWNERSHIP OF SITES: Each Owner, upon payment of the full purchase price, shall be vested with a perpetual right to the exclusive use, occupation and possession thereof, for the sole purpose of interment of human remains. No use, division or improvements of any Lot may be made which the Association deems improper. Burial rights do not include any other rights of placement including Benches, Trees, Shrubs, or Plantings of any kind. All sites are to be grass covered by the Association in a time frame consistent with the normal growing seasons.
24. RIGHTS OF OWNERS: All Lots conveyed shall be presumed to be the sole and separate property of the person or persons named as grantee in the instrument of conveyance; provided, however, that the spouse of such Lot Owner shall have a vested right of interment in any Lot conveyed to such Lot Owner. This vested right shall continue as long as such person shall remain the spouse of the Lot Owner, and is not predeceased by the Lot Owner. No conveyance or other action by the Lot Owner, without the joiner therein or written consent thereto of his or her spouse, shall divest such spouse 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. In any conveyance to two or more persons as joint tenants, each joint tenant shall have a vested right of interment of his and her remains in the lot so conveyed. Upon the death of a joint tenant, the title to the Lot theretofore held in joint tenancy immediately vests in the survivor or survivors, subject to the vested right of interment for the remains of the deceased joint tenant owner. A vested right of interment provided hereunder may be waived

by any person and shall be terminated upon the interment elsewhere of the remains of a person entitled thereto.

25. NO INTERMENT PERMITTED UNLESS PURCHASE PRICE HAS BEEN PAID: No interment shall be permitted or memorial placed in or upon any Site until the entire purchase price for such Site and/or Memorial has been paid in full. Association shall have the right to declare the entire balance due and payable immediately, and to enforce collection thereof by any legal means. The Association reserves the right immediately or at any time thereafter, without notice, at its discretion to cremate or to remove to single graves, to be chosen by the Association, each of the remains then interred in said property, and to remove any memorial that may have been placed on said property.
26. LOT OWNER MUST NOTIFY ASSOCIATION: It shall be the duty of each purchaser and Lot Owner to notify the Cemetery of any change in his post office address. Notice sent to a purchaser or Lot Owner at the last address on file in the office of the Association, by regular 1<sup>st</sup> class mail, shall be considered sufficient and proper legal notification.

## V PRE-CONSTRUCTION LOTS

27. CONTROL OF CONSTRUCTION: The Association shall have full and exclusive control of and discretion of all improvements of Lots in the Cemetery, and in the selection of the materials to be used therein.
28. ASSIGNMENT OF PRE-CONSTRUCTION LOT: In the event the Purchaser purchases a pre-construction Lot in an area of the Cemetery that has not been platted or otherwise developed so that the precise location of such Lot cannot be specified at the time of its purchase, the Association, upon completion of the development of such area, shall select therefrom a Lot of the type and value described in the purchase contract and assign it to the Purchaser, Such Purchaser shall have up to six (6) months from the time of such assignment to inspect the assigned Lot and to exchange it for an unassigned Lot of the type and value described in the purchase contract. In the event the Purchaser fails to exercise such right of inspection and exchange, then the assignment made by the Association shall be final and conclusive on such Purchaser.

## VI CARE AND MAINTENANCE OF CEMETERY

29. PERPETUAL CARE TRUST FUND: A Perpetual Care Trust Fund has been established pursuant to a Trust Agreement dated December 9, 1974, between the Association and The Equitable Trust Company, Baltimore, Maryland, as Trustee and pursuant to the law of Maryland for the benefit of the owner of interment rights within the Cemetery. The principal of the Trust shall be held intact and the income arising therefrom shall be used solely and exclusively for the payment (or reimbursement) of the costs of perpetual care of the Cemetery, including the maintenance, administration, supervision and preservation of the grounds, roads, and paths therein and the repair and renewal of the buildings (including mausoleums but excluding monuments and memorials) and the property thereof. ***The Perpetual Care Trust Fund does not provide for any special care to any individual Lot nor for the general care and maintenance of monuments and memorials.***
30. WORK TO BE DONE BY ASSOCIATION: All work, grading, landscape work and improvements of any kind, all care of Lots, all planting, trimming, cutting or removal of any trees, shrubs and herbage, all openings and closings of graves, and all interments, entombments, disinterments, and removals shall be made only by the Association, its employees, or others under its direction or control.
31. CONTROL OF WORK ON GRAVES: No person other than the employees or designated representatives or agents of the Association or others engaged by the Association shall be allowed to perform any work on

any grave or Lot without obtaining the prior approval of the Association. Snow and Leaf removal is strictly forbidden by anyone other than the Association.

32. **RIGHT TO REPLAT:** The right to enlarge, reduce, replat or change the name, description, boundaries, or grade of the Cemetery or of a section or sections, from time to time, including the right to modify or change the locations of/or any part thereof or remove or re-grade roads, drives and walks is hereby expressly reserved.
33. **INCIDENTAL RIGHTS:** The right of the Association to lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, lakes or similar purposes, is also expressly reserved, as well as is the right to use Cemetery property, not sold to individual Owners, for Cemetery purposes, including the interring and preparing for interment of human dead bodies, or for anything necessary or incidental thereto.
34. **IMPROVEMENTS AND ALTERATIONS:** All improvements or alterations of individual property in the Cemetery shall be under the direction of and subject to the written consent, satisfaction and approval of the Association and its designated representatives, and if any such improvements or alterations should be made without such written consent, the Association shall have the right to remove, alter or change such improvements or alterations at the expense of the Lot Owner.
35. **RIGHT TO REMOVE SHRUBS:** If any tree, shrub, or plant standing upon any Lot, by means of its roots, branches, or otherwise, becomes detrimental to adjacent Lots or Cemetery property, or if for any other reason its removal is deemed necessary, the Association shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment seems best.
36. **RIGHT TO REMOVE OFFENSIVE MATERIAL:** If any memorial or structure, or any inscription placed upon same, shall be determined by the Association to be offensive, the Association shall have the right to enter upon such Lot and remove, change or correct the offensive or improper object.
37. **NO ENCLOSURES:** No enclosure of any kind, such as a fence, coping, hedge, or ditch, shall be permitted around any grave, or Lot. Grave mounds will not be allowed and no Lot shall be raised above the established grade.
38. **PLANTS AND FLOWERS:** No person shall pluck or remove any plant or flower, either wild or cultivated from any part of the Cemetery. No flower receptacles may be placed on any Lot unless made of metal, of a size and design approved by the Association, and set wholly beneath the level of the lawn. Such receptacles may be purchased from and placed by the Association. The Association shall have authority to remove all floral designs, flowers, weeds, shrubs, plants, or herbage of any kind from the Cemetery as soon as, in the judgment of the Association, they become withered, 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 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 held responsible for frozen plants, or herbage of any kind, or for plant damaged by the elements, thieves, vandals, or by other causes beyond its control. The Association reserves the right to regulate the method of decorating Lots 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 Association gives its consent.
39. **NO PLANTING BY LOT OWNERS:** All work and planting by Lot Owners of any kind of all Lots and graves is strictly prohibited. Cut flowers may be used at any time.

40. POTTED PLANTS AND WREATHS: Placing potted flowers, plants, summer wreaths, or baskets on Lots and graves is not permitted except on Mothers Day, Fathers Day, Memorial Day, Veterans Day, and such holidays designated for such purposes by the Association; same shall be removed within ten (10) days from placing on Lots and graves on the special days herein set forth. The digging of holes for any purpose whatsoever is strictly prohibited.
41. Due to frequent mowing operations, rocks, stones, seashells and other hard objects present a safety threat and are prohibited from the Cemetery grounds. The Association provides wooden disks at no charge for visitors' use.
42. NOTICES AND ADVERTISEMENTS: No signs, notices, or advertisements of any kind shall be allowed in the Cemetery, unless placed by the Association.

## **VII FUNERAL REGULATIONS**

43. SUBJECT TO LEGAL REQUIREMENTS: All interments, disinterments, and removals are subject to the laws, orders and regulations of the State of Maryland, Montgomery County, and other applicable governmental authorities.
44. TIME AND CHARGES: All interments, disinterments, and removals shall be made at the time, in the manner, and subject to such charges as may be fixed by the Association. Such charges are not included in the purchase price, but must be collected prior to any interment, disinterment, or removal. In addition to the basic interment charge, an extra charge, as fixed by the Association, may be levied for other than a single-depth interment, and shall be collected prior to any interment.
45. MANNER OF INTERMENT: The Association reserves the right to require that every earth interment shall be enclosed in an approved concrete or asphalt container, installed and sealed only by the Association or parties engaged by the Association. Any such container, be it vault, crypt or other, shall be approved by the Association.
46. ASSOCIATION IN CHARGE OF FUNERALS: All funerals, upon reaching the Cemetery, shall be the charge of the employees or representatives of the Association designated for such purpose.
47. CASKET NOT TO BE DISTURBED: Once a casket containing a body is committed to the care of the Association, no person or persons, without the consent of the legal representatives of the deceased, or without a court order, shall be permitted to open the casket or to touch the body.
48. NOTICE OF FUNERAL: The right is reserved by the Association to require at least twenty-four (24) hours notice prior to any interment or entombment, and at least one week's notice prior to any disinterment or removal, and subject to ground conditions that may cause extreme damage to our turf.
49. HOLIDAYS: On Holidays (as designated by the Association), interments, entombments, disinterments and removals will be permitted only in an emergency and subject to the approval of the properly delegated authority in cases of contagious diseases. Cemetery service approved and rendered on holidays will be subject to an additional service charge.
50. AUTHORITY FOR USE OF PROPERTY: The Association reserves the right to refuse interment or entombment, in any section and to refuse to open any interment space or crypt for any purpose except on written authority of the Owners of Owner of record, or upon authority of his, her or their legal heirs. Satisfactory proof of any individual's right to give such written authority may be required by the Association.



51. ASSOCIATION'S EQUIPMENT MUST BE USED: No tents, artificial grass, lowering devices or other equipment shall be used in making interments, entombments, disinterments and removals except that owned or approved by the Association.
52. DEPTH AND SIZE OF GRAVES: The Association reserves the right to determine the depth and size that a grave shall be dug in the earth, subject to legal and health requirements.
53. LOCATION OF INTERMENT SPACE: When instructions regarding the location of an interment space in a Lot cannot be obtained by the Association or are indefinite, or when for any reason the interment space cannot be opened where specified, the Association may, in its discretion, open it in such location in the Lot as it deems best and proper, so as not to delay the funeral, and the Association itself shall not be liable in damages for any error so made.
54. ORDERS GIVEN BY TELEPHONE: The Association reserves the right to require written authorization for the opening of any interment space or crypt. The Association shall not be held responsible for failure to exercise this right and for mistakes that might be made as a consequence of accepting orders by telephone.
55. DELAYS IN INTERMENTS CAUSED BY PROTESTS: The Association shall not be liable for any delay in the interment or entombment of a body where a protest to the interment has been made or where the funeral arrangements have failed to comply with these rules and regulations.

REMOVALS: Any person desiring to remove a body from a Lot must sign a request to have such removal made, which shall be consented to by the Owner of such Lot. The Association may refuse to permit a removal unless it is presented with a court order to do so, if there is a dispute between interested parties, or in any other circumstances the Association deems that a court order is necessary or desirable. When a removal is to be made, the Association shall have the right to require a new outer box to be used if an asphalt or concrete vault has not been used.

56. AUTHORIZATION OF ONE OWNER SUFFICIENT: The Association reserves the right to make an interment or entombment of any member of the Site Owner's immediate family, upon receipt of the written authorization of such Site Owner. No person other than a Site Owner or a member of his or her immediate family may be interred in any Site without the written consent of all those Owners of a Site who are recorded as such on the books of the Association.
57. DELAYS IN INTERMENTS OR OTHER ACTIVITIES CAUSED BY STRIKES OR CAUSES BEYOND THE ASSOCIATION'S CONTROL: The Association shall not be liable for any delay in the interment of a body, or for any delay in the fulfillment of any of its contract or legal obligation, including but not limited to maintenance, care, memorial work or construction, which may arise from causes beyond its reasonable control, and especially from delays caused by the elements, Acts of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

## **VIII MEMORIALS**

58. ONE MEMORIAL PER GRAVE: No memorial may be set to embrace two or more grave spaces except a *Companion* or *Family* type of memorial approved by the Cemetery. All memorials shall be set on uniform lines as prescribed by the Association, to conform to the general plan of the Cemetery.
59. INCISING OF MAUSOLEUM AND CRYPT FRONTS: All incising work on the marble face of mausoleums and crypts shall be done only by the Association or under its direct order. The size of the letters, their depth,

spacing and the layout of the names and dates on marble face of mausoleums or crypts shall conform to the plan established by the Association, as it from time to time may be modified.

60. BRONZE VASES: The Association will permit only the use of Bronze Urns or Vases approved by the Association.
61. MARKING OF LOTS/SITES: The marking of each Site or grave, except as hereinafter provided, is restricted and limited to flat bronze tablets, set flush with a turf, and of such dimensions, materials, design, finish and construction as designated by the Association. Granite Upright Monuments of approved, uniform size and color may also be permitted in a special section set aside for the use, and in approved Custom Estates. Written approval by the Associations must be secured before any marker or memorial may be delivered to the Cemetery for installation.
62. SPECIFICATION FOR BRONZE MARKERS: To preserve uniform beauty all bronze markers or memorials must meet the following specifications:
- (A) Each casting shall be true, free from all weakening defects of any character, and also free from minor defects and imperfections that would be visible from a distance of three (3) feet. All exposed surfaces must be smooth; no sand-like roughness will be permitted.
  - (B) All letters, numbers, ornamentation and insignia must be hand-chased, finely buffed and highlighted. Backgrounds shall be of sculpted texture per approved sample in Cemetery office. Background shall be finished in medium dark statuary bronze color, secured by entirely chemical means through the formation cuprous oxide on the background surface. No sulphide finishes or painted or pigmented lacquer finishes will be permitted.
  - (C) Each memorial shall be cast with integral bosses on the back in locations specified by the Association. These bosses shall be drilled and tapped to receive anchor lugs of brass or bronze (which anchor lugs shall be supplied to the Association with the memorial), whose dimensions shall be determined by the Association.
  - (D) All Owners, or anyone duly authorized to act for or in behalf of an Owner, before ordering any memorial must secure from the Cemetery, written approval of design, size and lettering style.
  - (E) The Bronze Alloy shall consist of:
    - Not less than 87.0% Copper
    - Not less than 5.0% Tin
    - Not more than 2.5% Lead
    - Not more than 5.0% Zinc
    - Not more than 1.0% All other Elements
63. IF BRONZE IS PURCHASED FROM OTHER THAN ASSOCIATION: An Owner wishing to purchase a memorial or marker from outside the Association to be presented for installation must first furnish the Association an affidavit of analysis in which the name of the manufacturer, attaching to it the specific contents, by percentages, of the bronze alloy content of the memorial. Such Bronze Memorial marker must conform to all physical specifications normally required by the Association and such specifications will be provided to the owner at no cost.

## **IX INSTALLATIONS AND FOUNDATIONS**

64. **TO BE INSTALLED BY ASSOCIATION:** All markers or memorials shall be installed by the Association on foundations built by the Association at the cost of the Owner, and the Association shall assume responsibility for the proper construction of the foundation and the proper installation of such marker or memorial, but the Association shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by the Association. However, if the marker or memorial is not purchased from the Association, the Association shall not be liable for any defects of materials or workmanship, and in the event the Association needs to raise such marker or memorial in order to make repairs of such defects, the Purchaser shall bear the cost thereof as determined by the Association. All foundations shall be of the size and material as specified by the Association. All bronze memorials shall be mounted on a polished granite base with sawed sides. The color of the granite is to be Sunrise Pink.
65. **CHARGES:** When the marker or memorial is purchased from or through the Association, the installation is included in the purchase price, and when such marker or memorial is purchased together with interment rights in one purchase contract, payments made pursuant to such purchase contract shall be first applied to the interment rights then to the marker or memorial. When the marker or memorial is obtained from a source other than the Association and is approved by the Association as hereinabove stated, the Owner shall pay a standard charge for installation in the amount established from time to time by the Association. There will be one-time charge in an amount established from time-to-time by the Association for general maintenance of such memorials, whether purchased from or through the Association or another source. The Association shall not be responsible for loss of, or damage to, any item of bronze obtained from another source, except where such loss/damage results from negligence on the part of the Association.

## **X MISCELLANEOUS**

66. **NO DOGS:** No dogs, except seeing-eye dogs, shall be permitted in the Cemetery.
67. **NO BICYCLING:** No person shall be permitted within the Cemetery on bicycle, except on Association business.
68. **NO EATING:** Bringing food or beverages of any kind within the Cemetery is strictly prohibited.
69. **NO CANS, BOTTLES, OR SIMLIAR ARTICLES** No boxes, cans, bottles, jars, shells, toys, discarded glassware, sprinkling cans, receptacles, or similar articles will be permitted on any grave, lot or tree.
70. **NOT RESPONSIBLE FOR DAMAGE:** The Association is not responsible for theft or damage to anything placed on graves or Lots.
71. **VAULTS MUST BE APPROVED:** Only concrete or asphalt vaults approved by the Association shall be permitted.
72. **BENCHES:** No wooden or cast-iron bench or chair, or any wooden or wire latticework structure, shall be permitted upon the Cemetery grounds.
73. **LOUD TALKING:** No person will be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.

74. NO HUNTING: All persons are forbidden to hunt, or to fish, or to feed or disturb the fish, fowls, or other animals about the Cemetery.
75. NO TIPPING: No money shall be paid the attendants at the entrance, or on the grounds of the Cemetery. The entire time of the persons regularly employed on the Cemetery grounds belongs to the Association. Visitors and Owners must not otherwise engage them. All orders, inquiries, and complaints must be left at the office.
76. SACRED PLACE: All persons are reminded that the Cemetery grounds are sacredly devoted to the burial of the dead, and that the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance, and disregard of the rules.
77. PROPRIETIES: It is of utmost importance that there should be a strict observance of all the proprieties due the Cemetery, whether embraced in the foregoing regulations, or not, as no impropriety will be tolerated.
78. BREACHES OF CONDUCT: All well-disposed persons will confer a favor by informing the management of any breach of proper decorum that may come under their notice.
79. DO NOT DISTURB: Touch nothing in the Cemetery that does not belong to you. This is the only safe rule to adopt in visiting the Cemetery.
80. NO FIRE ARMS: No person or persons, other than an employee of the Association, shall be permitted to bring or carry firearms within the Cemetery, except a Military guard of honor, and then only when in charge of an Officer and during a Military Service.
81. PEDDLING OR SOLICITING: Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of the Association, is absolutely prohibited within the confines of the Association.
82. 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 shall be located at convenient places.
83. LOUNGING/LOITERING ON GROUNDS: Strangers shall not be permitted to sit or to lounge on any part of the grounds, graves or improvements in the Cemetery, or in any of the buildings.
84. CHILDREN: Children under (13) years of age shall not be permitted within the Cemetery, or its buildings, unless accompanied by proper persons to take care of them.
85. REPRODUCTIONS: The Association, its licensees and permittees, shall have the right at any time to make, publish, display, sell or otherwise use or dispose of any copies, replicas, photographs, models, cases, tracings, prints, likenesses, or other reproductions or representations in any form, material, or size, or any property, including all or any portion of the property herein described, or any embellishments thereof or addition thereto, and to accompany the same with explanatory statements.
86. JEWISH FAITH: Only persons of the Jewish faith shall be permitted to acquire title to interment rights or be buried in or possessed of any Lot in Judean Memorial Gardens. Burden of proof to show that the deceased is of the Jewish faith shall rest with the Lot Owner.

## **XI MODIFICATIONS**

87. CHANGES: The Association hereby expressly reserves the right, at any time or times with or without notice to Owners, to adopt new rules and regulations or to amend, alter, and/or repeal any provision of these Rules and Regulations.
88. WAIVERS: Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Association therefore, reserves the right, without notice, to make exceptions, suspensions, waivers or modifications of any of the Rules and Regulations when in its judgment, the same appear advisable. Any such exception, suspension, waiver or modification shall in no way be construed as affecting the general application or continued effectiveness of such rule or regulation.

## **XII LIMITATION OF ASSOCIATION'S LIABILITY TO ASSOCIATION'S ASSETS**

89. LIMITS OF LIABILITY: Any part contracting or dealing with the Association agrees to look solely to the assets of the Association for the payment of any obligations to such part, and agrees that the Association shall not be subject to any claims by such against the Association.
90. USE OF CHAPEL: Chapel may be used only with the consent of the Association. Chapel fees must be paid in full before any service can occur. No more than 150 persons will be permitted inside the chapel - with an additional 20 persons permitted in the family room and 20 more in the gallery for a total capacity of 190 people. Chapel doors must remain closed at all times (to ensure climate control).
91. UPRIGHT MONUMENTS: Notwithstanding sections # 62, 63, & 64 of these Rules and Regulations. Upright Monuments will be permitted only in a separate section designated by the Association. The Association will make specifications for same available through the Cemetery offices.