

THE LIFEMARK GROUP OF CEMETERIES, CREMATORIES AND FUNERAL HOMES

**RULES and REGULATIONS
And
GENERAL INFORMATION
For Owner(s) of Interment Rights**

OF

**CHAPEL OF THE CHIMES MEMORIAL PARK AND FUNERAL HOME
Hayward, California**

**CHAPEL OF THE CHIMES
Oakland, California**

**SKYLAWN MEMORIAL PARK AND LIFEMARK CENTER
San Mateo, California**

**SUNSET LAWN
CHAPEL OF THE CHIMES
Sacramento, California**

**These Rules Were Adopted And Are In Effect
As Of
August 2008**

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GENERAL INFORMATION

The Lifemark Group is a multi-denominational company, serving families with diverse religious, ethnic and cultural traditions who have suffered the loss of a loved one. Our roots go back to 1872 -- to the founding of a 7-acre cemetery in what is now Hayward, California. Today, Lifemark Group affiliates operate a variety of local facilities in the Bay Area region and Sacramento, including:

- Cemeteries in San Mateo, Hayward and Sacramento
- Crematories in San Mateo, Hayward and Oakland
- Mausoleum facilities in San Mateo, Oakland, Hayward and Sacramento
- Funeral homes in Oakland, Hayward, Sacramento and San Mateo
- Planning center in San Francisco
- Satellite office in Sunnyvale

The following Rules and Regulations apply to all cemetery and mausoleum facilities (hereinafter generally referred to as "Cemetery") affiliated with the Lifemark Group, including: Chapel of the Chimes Memorial Park, Hayward; Chapel of the Chimes, Oakland; Skylawn Memorial Park, San Mateo; and Sunset Lawn Chapel of the Chimes, Sacramento.

CEMETERY RULES AND REGULATIONS

PREAMBLE

Every Certificate of Ownership issued for a right to burial, entombment, or inurnment ("right of interment") at a Cemetery contains a provision that the purchaser takes title to such rights subject to the Cemetery's Rules and Regulations then in force and as may be subsequently amended. These Rules and Regulations, which are incorporated by their reference in each Certificate of Ownership, are binding upon every Owner of a right of interment ("Owner(s)").

These Cemetery Rules and Regulations are designed to be of benefit to all Owners collectively. Experience has shown that the adoption and enforcement of these Rules and Regulations is necessary to secure uniformity, to protect the interests of Owners, and to preserve the beauty of the Cemetery. All Owners or other persons entering upon the premises of a Cemetery are required to obey these Rules and Regulations and are requested to report any infractions of them on the part of others.

The Cemetery provides for the general maintenance of its grounds, including the lots, graves, crypts, niches and markers. Its ability to perform such maintenance results, in part, from income realized from the sale of memorials, vaults, and all other cemetery merchandise. When you purchase cemetery merchandise, you are helping to ensure the continued beautification of the Cemetery.

I. DEFINITIONS

As used in these Rules and Regulations, the following terms shall have the meaning hereinafter defined, unless a contrary intention appears from the context of any particular Rule or Regulation or the laws of the State of California. The following definitions are intended to be consistent with those found at California Health and Safety Code § 7000, et seq.:

1. "Burial" means the placement of human remains in the ground in a grave.
2. "Care" means the general maintenance of a Cemetery and of the lots, graves, crypts, niches, family mausoleum, memorials, and markers therein within the sole discretion of Cemetery, including: cutting and trimming of lawns, shrubs and trees at reasonable intervals; keeping in repair the drains, water lines, roads, buildings, fences and other structures consistent with a well-maintained cemetery; overhead expenses necessary for such purposes, including maintenance of machinery, tools and equipment for such care; compensation of employees, payment of insurance premiums, reasonable payments for employees' pension and other benefit plans; and maintaining necessary records of Ownership, transfers and burials.
3. "Casket" includes a coffin and means a rigid container designed for the encasement of human remains and customarily constructed of wood or metal, ornamented and lined with fabric.
4. "Cemetery Authority" shall mean any corporation, cemetery association, or other entity or person owning or controlling Cemetery lands or property located at Chapel of the Chimes Memorial Park, Hayward, Chapel of the Chimes, Oakland, Skylawn Memorial Park, Redwood City, and/or Sunset Lawn Chapel of the Chimes, Sacramento.
5. "Cemetery" means the place for the burial, entombment, interment and inurnment of human remains located at Chapel of the Chimes Memorial Park in Hayward, Chapel of the Chimes in

Oakland, Skylawn Memorial Park in San Mateo, and Sunset Lawn Chapel of the Chimes in Sacramento, and includes without limitation the following:

- a. all land dedicated, reserved or used for interment purposes;
- b. all vegetation therein;
- c. all graves, mausoleums, crypts, columbaria, niches or other interment spaces therein;
- d. all memorials and works of art therein;
- e. all roads, walkways, crematoria and other structures of every kind therein;
- f. all equipment and facilities incident to the Cemetery's operation; and
- g. all public rights of way.

For purposes of these Rules and Regulations, the term "Cemetery" shall also mean and refer to the "Cemetery Authority" owning and/or controlling the Cemetery.

6. "Certificate of Ownership" means the document by which the Cemetery conveys a right of interment, entombment or inurnment.
7. "Columbarium" means a structure above or partially above ground containing niches used or intended for use by members of the general public.
8. "Cremated Remains" means human remains after cremation in a crematory.
9. "Crypt" means a space in a mausoleum used or intended to be used for the entombment of human remains.
10. "Entombment" means the process of placing human remains in a crypt.
11. "Family Burial Estate" means an area of lots the use of which is restricted to a group of persons related to each other by blood or marriage.
12. "Foundation" means the base or foundation or base upon which a marker is installed.
13. "Grave" means a space of land in the Cemetery used or intended to be used for the burial of human remains.
14. "Installation and Maintenance" means the preparation of the earth to place a marker and the future maintenance of the foundation.
15. "Interment" means the burial or entombment of human remains or the inurnment of cremated human remains.
16. "Inurnment" means the placement of cremated human remains in an urn and the placement of the urn in a niche, crypt, grave or other suitable location in the Cemetery.
17. "Lot" means grave, crypt or niche or other suitable space in a cemetery used or intended to be used for the interment of human remains.
18. "Maintenance" means the maintenance of the Cemetery as defined under "Care" above.

19. "Marker" means any object used to identify the location of any grave, crypt or niche or the occupant thereof.
20. "Materials" means any construction material or supplies, including prefabricated buildings.
21. "Memorial" means (a) a bronze or granite marker which does not extend above the surface of the earth that identifies a grave or graves; or (b) a name plate or inscription identifying a crypt or niche.
22. "Monument" means a marker which extends above the surface of the earth that identifies a grave or graves.
23. "Mausoleum" means a structure above or partially above ground, containing crypts and niches used or intended for use by members of the general public (as distinguished from a "Private Mausoleum," defined below.)
24. "Niche" means a space in a columbarium used or intended to be used for the inurnment of cremated human remains.
25. "Outer burial container" means any rigid vault, liner, container or enclosure which is placed in a grave around the casket to prevent the collapse of the grave and/or to protect the casket.
26. "Outside Contractor" means any person, firm or corporation or anyone engaged in placing, erecting or repairing any memorial, or performing any authorized work in the Cemetery grounds, other than an employee of the Cemetery.
27. "Owner" means the person or persons:
 - a. to whom the Cemetery Authority has conveyed a right or rights of interment;
 - b. who have acquired such right or rights by transfer in accordance with these Rules and Regulations; or
 - c. who hold such right or rights by inheritance, in accordance with California law.
28. "Plot" means space in a cemetery used or intended to be used for the interment of human remains.
29. "Private Mausoleum" means a structure above ground, or partially above and partially below ground, containing crypts, the use of which is restricted to a group of persons related to each other by blood or marriage.
30. "Private Structure" means a structure located within a Family Burial Estate which consists of large boulders, rocks, spires, obelisks, etc.
31. "Special Care" means the care of a lot in accordance with specific instructions on the basis of an annual charge or to the extent of income derived from a special trust fund created by an owner in accordance with California law.

32. "Work" means any design, engineering, building, construction, remodeling, changes, reconstruction or alteration on Cemetery property.

II. SCOPE AND EFFECT OF RULES

1. All Owners, all persons who enter the Cemetery, and all lots in the Cemetery are subject to the laws of the State of California, as well as the laws of the city and county in which the Cemetery is located, even though they may not be set forth in these Rules and Regulations. Should any provisions of these Rules and Regulations presently or in the future conflict with any local, state or federal laws, such laws will prevail and any contrary Rule or Regulation is deemed void without notice.
2. All Owners, all persons who enter the Cemetery, and all lots in the Cemetery are further subject to these Rules and Regulations. The Cemetery expressly reserves the right to alter, amend, repeal, and adopt these and other Rules and Regulations at any time without notice.
3. Special cases may arise in which the strict enforcement of these Rules and Regulations might impose an undue hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications on a case-by-case basis of any of these Rules and Regulations when, in its sole discretion and judgment, it appears advisable to do so. Such exception, suspension, or modification shall not in any way be construed as a general waiver of such Rule or Regulation. Any such exceptions, suspension, or modification must be in writing to be effective, unless exigent circumstances exist. Only the management of the Cemetery has the authority to make any such exceptions, suspensions or modifications. Any oral statements or written statements of any grounds workers, salespersons, or any other non-management representative or agent are not binding upon the Cemetery.

III. GENERAL PROVISIONS

1. All charges of the Cemetery must be prepaid. No interment or disinterment will be permitted and no memorial or embellishment shall be placed upon any lot, grave, crypt or niche against which there is any charge outstanding due and unpaid to the Cemetery. The Cemetery's customary charges for work shall be posted in the office of the Cemetery and shall be final. The Cemetery may change its charges from time to time in its discretion and without notice.
2. The Cemetery reserves the right to correct any errors that may be made either in making interments, disinterments or removals, in making inscriptions on markers, memorials or monuments, or in the transfer or conveyance of interment rights, by either, in its sole discretion, (a) substituting and conveying in lieu thereof other merchandise or interment rights of at least equal value and similar location as far as possible, or (b) refunding all or a portion of the amount of money paid for such merchandise, services or interment rights. In the event of an error involving the interment of human remains, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to such other property of at least equal value and similar location as may be substituted and conveyed in lieu thereof. The Cemetery shall also have the right to correct any error in the description placed on any memorial or on the container for cremated remains, if such error is brought to the attention of the Cemetery.

IV. CEMETERY HOURS, ADMISSION AND VISITATION

1. Generally, the Cemetery may be visited every day of the year from 8:00 A.M. until 5:00 P.M. The dates and hours of operation of the Cemetery office will be determined by the Cemetery and posted in a location which is readily visible to Cemetery visitors. These dates and hours may be changed at any time without notice in the sole discretion of the Cemetery.
2. The Cemetery reserves the right to refuse admission to, and/or eject from the Cemetery grounds anyone, including but not limited to any Owner, relatives or friends of any Owner, and any relatives or friends of anyone already interred in, or to be interred in, the Cemetery, when, in its sole discretion and judgment, the Cemetery determines that it is in the best interests of the Cemetery to do so in order to maintain order, ensure compliance with these Rules and Regulations or meet the high standards and traditions of the Cemetery.
3. The Cemetery reserves the right to compel all persons coming into or already on the Cemetery grounds to present proper identification and state the reason or purpose for their presence in the Cemetery. The Cemetery reserves the right to refuse to admit and/or eject anyone who fails or refuses to do so.
4. The Cemetery's managers, employees, agents and representatives are authorized to enforce all of the Rules and Regulations. They shall supervise and have control over the Cemetery's grounds, property, and buildings, and all persons and activities in the Cemetery, including but not limited to, Owner(s), visitors, outside contractors and vendors, funerals, funeral arrangements, sales of cemetery and funeral goods and services, visitations, traffic, and any work being performed in the Cemetery.
5. The Cemetery may exclude any vehicles from the Cemetery grounds when, in its sole discretion and judgment, any special event may affect the safety of the Cemetery visitors or their property, Cemetery employees or Cemetery property. The Cemetery also reserves the right to exclude any vehicle which might in any way damage any roads, property or buildings within the Cemetery grounds.
6. Bicycles, skateboards, roller skates, motorcycles and buses or other large vehicles of cumbersome size will not be allowed to enter the Cemetery, except by prior special permission of the Cemetery.
7. All persons entering the Cemetery must demonstrate proper respect for the deceased and for the sacred burial grounds in which they are interred. Visitors are to touch nothing in the Cemetery that does not belong to them. Cemetery employees may take such measures as the circumstances may warrant in order to assure strict observance of this basic principle. In addition, the following must be adhered to:
 - a. Persons with foodstuffs, liquor or any other form of refreshment will not be permitted on the Cemetery grounds, and those persons having coolers, baskets and like articles must, during their time on the grounds, leave the same at the main administration office.
 - b. No vehicles shall be driven in the Cemetery at a speed greater than 10 m.p.h. All vehicles shall be restricted to the Cemetery roads, and shall drive and park on the right side. Automobiles are allowed to turn around on the driveways or roadway, but are not

permitted to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at a funeral. No undue noise shall be permitted in operating a vehicle through the Cemetery, and only licensed and insured drivers may operate vehicles within the Cemetery grounds.

- c. Soliciting within the Cemetery by monument firms, outside contractors, peddlers or any other persons is prohibited. No signs, notices or advertisements of any kind shall be placed within the Cemetery, unless placed by the Cemetery or with its written permission. The Cemetery may remove and discard any unauthorized signs or advertising without notice and without liability.
- d. All work and other activity must cease during the conducting of funeral services in the immediate vicinity of the grave, crypt, niche or chapel where the services are being held.
- e. The taking of photographs or the making of videos or films for commercial purposes on the Cemetery grounds will not be allowed without the written permission of the Cemetery.
- f. Children under the age of fourteen (14) years must be accompanied by an adult on Cemetery grounds.
- g. No person or persons shall be permitted to bring or carry firearms or weapons of any sort within the Cemetery except a Military Guard of Honor, and then only when under the command of an Officer during a military service and with the approval of the Cemetery.
- h. All persons are forbidden to break or injure or otherwise damage or alter any tree, shrub or plant, or to gather flowers (either wild or cultivated) or mark any landmark, marker, or memorial or in any way deface the grounds of the Cemetery.
- i. No horseback riding is allowed within the Cemetery. No animals may be brought into the Cemetery, except those assisting the disabled, unless they are at all times under the full control of their Owner(s) on a leash or in an automobile.
- j. All persons are forbidden to hunt, fish for, or to feed or in any way disturb the fish, fowl or other animals in the Cemetery.
- k. The throwing of rubbish on the driveways and paths, or on any part of the grounds, or in the buildings of the Cemetery, is strictly prohibited. Receptacles for waste material are located in convenient places throughout the Cemetery.
- l. No person shall enter or leave the Cemetery except by use of the roadway and walkway entrances furnished by the Cemetery for the use of the public.
- m. Any person found on Cemetery grounds after closing hours or in any areas not open to the public will be considered a trespasser.
- n. The use of burning cans is subject to State and local air quality and safety regulations and ordinances and, as such, may be prohibited at certain times of the year.

8. All persons within Cemetery grounds shall use only the designated avenues, roads, walks and paths, and shall have the right of access over the paths and walks in the area in which the grave or lot they are visiting is located. The Cemetery shall not be liable for any personal injuries or property damage sustained by any persons violating this rule.
9. The Cemetery shall not be liable for theft, vandalism, damage or injury to any person or property in the Cemetery, except for its own willful misconduct or gross negligence. The Cemetery expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided. Persons entering the Cemetery grounds for legitimate purposes are mere licensees, and assume all risks which the law associates therewith.
10. Violators of these Rules and Regulations, or trespassers on the Cemetery may be prosecuted, and will be held liable under the law for any and all damage caused.

V. INTERMENT RIGHTS OF OWNER(S)

1. Interment rights in the Cemetery may be purchased only with the written approval of the Cemetery and are subject to these Rules and Regulations as now constituted or hereafter adopted by the Cemetery. This provision applies to all sales, whether made directly by the Cemetery, or re-sales made by Owners. The Cemetery reserves the right to refuse to sell interment rights or to inter the remains of any undesirable, criminal or immoral person, as determined in the Cemetery's sole discretion. In such event, the Cemetery shall refund the amount paid, if any, and shall have no further obligation or liability to the Owner, his/her next of kin, or surviving representative or estate. Lots may only be used for the interment of human remains.
2. As provided by law, a right of interment is an easement right to inter human remains in a specific location. All rights of interment in the Cemetery, whether conveyed or transferred, shall be held subject to (a) all applicable laws and governmental regulations, (b) the franchise, charter, certificate of incorporation, articles of partnership or other documents establishing the Cemetery, (c) the Certificate of Authority issued to the Cemetery by the Department of Consumer Affairs, and (d) all By-Laws and Rules and Regulations adopted by the Cemetery.
3. The individual(s) named in a Certificate of Ownership issued by the Cemetery will be presumed to be the Owner(s) of the right(s) of interment in the lot described therein unless the Cemetery receives written notice to the contrary.
4. The subdivision of interment rights is not permitted without the consent of the Cemetery, and no decedent may be buried in any lot in which the rights have been subdivided, except by written consent of all Owners of interment rights in such lot.
5. When there are multiple Owners of rights of interment in a particular lot, they may designate one or more persons to represent their interests by filing written notice thereof with the Cemetery. In the absence of such designation, no decedent shall be interred in any lot in which the decedent has no interest, without the written consent of all Owners of record.
6. It is highly recommended that all Owners make a definite disposition of their interment rights while living, by will or otherwise. Owners have the option of re-conveying their interment rights

to the Cemetery, specifying the interments to be made and that no remains now interred shall ever be disturbed or removed. The Cemetery is authorized to allow the use of an unused interment right by a person entitled to its use if it receives an affidavit by a person having knowledge of the facts setting forth: (1) the fact of the death of the Owner and the name of the person or persons entitled to the use of the right of interment; or (2) the fact of the death of one joint tenant, proof of the identity of the surviving joint tenants or their successors in interest, and the written direction of the surviving joint tenants or their successors in interest.

7. Subject to these Rules and Regulations and the laws of the State of California, interment rights are freely transferable. Upon the receipt of written instructions or a certified copy of a will containing specific devises from a deceased Owner of record, the Cemetery shall, however, restrict interments to the persons designated in the authorization or devise. Transfers of interment rights within a family plot are subject to the restrictions set forth in California Health and Safety Code sections 8650, *et seq.*
8. The Cemetery may exchange interment rights when desired by an Owner, but not for interment rights of lesser value. When such an exchange is made, the original conveyance must be surrendered by proper assignment, or by reconveyance, if necessary, before any change is effected.
9. No transfer, sale, donation, exchange or assignment of any right of interment or any interest therein, shall be valid until accepted in writing by the Cemetery on its forms and recorded in the books of the Cemetery. In such event, the right of interment must first be reconveyed to the Cemetery, and the Cemetery shall then issue a new Certificate of Ownership to the new Owner(s). The Cemetery may refuse to consent to the transfer or assignment of interment rights as long as there is any portion of the purchase price or the deposit required to be made to the Cemetery care fund due from the record Owner(s). It shall be the duty of each Owner to notify the Cemetery of any change in the Owner's mailing address. Any notice sent to an Owner at the last address on file with the Cemetery will be considered sufficient and proper legal notification for all purposes.
10. The Cemetery may assess a fee for all transfers of interment rights which must be paid at the time the request for transfer is made. In addition and as a prerequisite to any transfer, the Cemetery may require a contribution from or assessment to the transferee(s) for the benefit of the Endowed Care Fund in the minimum amount as posted in the Cemetery office. No transfer of Ownership shall be complete or effective until all such charges are paid.

VI. INTERMENTS

1. No interment shall take place without an authorization and order signed by the Owner(s) and a burial permit issued by the appropriate governmental agency. The interment authorization and order shall designate the location of the lot in which the interment is to take place. The Cemetery shall be entitled to rely on the accuracy of the information set forth in the authorization and order and/or burial permit, and shall not be liable for any error therein contained, or as to the identity of the person whose remains are to be interred. When instructions for the location of a lot cannot be obtained, or are indefinite, or when for any reason the lot cannot be opened where specified, the Cemetery may, in its discretion, make the interment in an available lot as it deems best and proper so as to not delay the funeral, and the Cemetery shall not be liable for damages of any kind for such alternate interment. Societies, lodges, or religious institutions owning lots must give written orders for interments, signed by an authorized agent or representative.

2. An order for interment may, at the option of the Cemetery, be received by telephone or facsimile, and must be signed by the Owner(s) or his/their assigns whose names are on record at the Cemetery office. The Cemetery shall not be responsible for any error that may be made in an interment order received by telephone or facsimile. The Cemetery may, in its discretion, request the Owner(s) to make all interment arrangements personally at the Cemetery office.
3. An order for interment must be received at least 24 hours prior to interment, and the following information must be furnished: (a) name and age of the deceased; (b) lot description; (c) name of the Owner(s); (d) name of funeral director; (e) exact size of burial container; (f) date of interment and time of arrival at Cemetery; (g) name and address of the next of kin.
4. Upon reaching the Cemetery, all funerals shall be under the supervision of the Cemetery, including the disposition of flowers, whether such funeral is conducted by employees of the Cemetery or by a funeral director from an outside funeral establishment. The Cemetery shall have the right to refuse to proceed with the interment unless the funeral is accompanied by a duly licensed funeral director. Before the interment may proceed, any outside funeral director must register at the Cemetery office and deliver all necessary permits and authorizations.
5. No casket may be opened, or reopened, and no items may be removed therefrom without the specific written order of an appropriate civil authority, or by authority of the management of the Cemetery.
6. The Cemetery shall not be liable for any delay in interment due to any failure to comply with these Rules and Regulations, inclement weather, strikes, unforeseen underground obstructions, the filing of a protest, or other circumstances beyond the Cemetery's control.
7. Only one interment shall be permitted in each grave, crypt or niche (except where one occupies a space of less than three feet in length, such as in the case of a mother and an infant child or of twin children under ten years of age buried in a grave at the same time) unless a second right of interment in such grave, crypt or niche has been purchased from the Cemetery. In such event, proper identification of each interment shall be noted on the marker or memorial for the grave, crypt or niche.
8. No interment will be permitted beneath any existing or planned improved path, walk or road.
9. Interment locations must be approved by the Owner(s) or his/their authorized representative in writing on the Cemetery's interment authorization form. This authorization shall be kept as part of the Cemetery's permanent records.
10. The use of an outer burial container is required for all in-ground burials. All outer burial containers must be constructed of concrete or steel or such other durable, rigid materials as may be approved by the Cemetery Authority. Wood boxes are not permitted. Such containers are required for purposes of protection from the environment, and also to insure against cave-in, so that the Cemetery grounds remain safe for maintenance and ingress and egress. All outer burial containers shall be approved by the management of the Cemetery. The maximum outside width of an outer burial container may not exceed thirty-four (34") inches in any one grave. If the width is greater than thirty-four (34") inches, two graves or an oversize grave must be utilized.

11. The use of a casket is required for all burials and entombments. All caskets or other containers must be constructed of wood, steel, fiberboard or such other composition as may be approved by the Cemetery Authority.
12. Scattering of cremated remains over the Cemetery or over a specific lot is not permitted, unless authorized in writing by the Cemetery and performed in designated areas.

VII. DISINTERMENT

1. Any person desiring to disinter a body from a lot as to which the right of interment is owned by another must present a written authorization and permit signed by the Owner(s) of the right of interment as well as by the requesting party or parties. Such authorization and permit shall be kept as part of the Cemetery's permanent records.
2. No disinterment will be permitted without the proper State and local permits, the consent of the Cemetery, and of all persons whose consent may be necessary or advisable under the laws of the State of California. The Cemetery shall under no circumstances be held liable for making any disinterment or removal where it acts upon the written authorization and order of person(s) claiming to have the authority to give such authorization and order. The Cemetery may, in its sole and absolute discretion, require that in addition to such authorization and order, an order of a Court of competent jurisdiction also be first obtained.
3. All disinterments must be made by Cemetery personnel, and all charges in connection therewith, including unpaid arrears pertaining to the lot, if any, shall be payable in advance before a disinterment shall be permitted.
4. The date and time of a disinterment shall be determined solely by the Cemetery.
5. When human remains are to be disinterred from a single grave, crypt or niche and moved to another lot, the formerly occupied lot and all interment rights therein shall revert to the Cemetery, unless both spaces involved are owned by someone other than the Cemetery. If there is an existing outer burial container and it is removable, the charge for removal must be paid in advance. The Cemetery shall exercise the utmost care in making a disinterment, but it shall assume no liability for damage to any outer burial container, casket or urn.

VIII. ENDOWMENT CARE, SPECIAL CARE AND ADVANCE OF NEED TRUST FUNDS

1. Pursuant to California law, the Cemetery requires all customers to contribute to endowed care funds, which funds are carefully invested to provide income for the long-term maintenance of the Cemetery.
2. Endowment care is that general care and maintenance which can be provided at reasonable intervals, and paid for by the net income from the Endowment Care Fund. It includes the planting, watering and care of lawns, trees and shrubs, as well as the cleaning, sweeping and upkeep of walls, roadways, walks, water features, signage and buildings at reasonable intervals, and the replacement of broken glass, maintenance and repair of the roofs and the installation and maintenance of locks and doors. Inasmuch as the Endowment Care Fund is composed of deposits made by Owners in connection with their purchase of interment rights, it provides care for only those things from which every Owner benefits. It does not cover the care of such things as individual memorial tablets, flower vases or monuments. The extent of care, maintenance,

and embellishment of the Cemetery and its mausoleums and Columbaria, if any, will be determined by the Cemetery in its sole discretion, and generally will be kept in the best condition possible within the limits of the income from the Endowment Care and Special Care Trust Funds.

3. The term "Endowment Care" shall not be construed to include the maintenance, repair or replacement of any individual markers, memorials or monuments placed or erected upon lots; nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work in the Cemetery, mausoleum or columbarium or other building or structures caused by the elements, act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority whatever the damage be direct or collateral, other than as provided in these Rules and Regulations.
4. For Owners with markers installed upon their lot and who were charged a fee for marker endowment care, "marker endowment care" is defined as that special care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals to the marker attached to a property, such as the trimming of grass to keep it looking tidy. Although this is special care to a specific marker, the level of care and maintenance of the markers will be determined by the Cemetery in its sole discretion, and generally will be kept in the best condition possible within the limits of the income from the marker care portion of the Endowment Care and Special Care Fund.
5. The money received by the Trustees of the Cemetery Endowment Care and Special Care Fund shall be held in trust and invested as provided in the California Health and Safety Code. The Cemetery reserves the right to allow the Trustees, appointed by its Board of Directors, to handle all investments, or to deposit said funds with any company or corporation qualified and authorized by law to act as Trustee for such funds. If the Board of Trustees for the Endowment Care and Special Care Fund consists of individual members, all must be residents of the State of California, and no more than one Trustee may have any proprietary interest in the Cemetery.
6. Although the Cemetery may, at its option, expend more for the care, maintenance, and upkeep of the Cemetery than it receives from the Endowment Care and Special Care Fund for any particular period of time, the Cemetery is not obligated to continue such expenditures. The Cemetery reserves the right to limit expenditures for endowment care to the net income received from investments of the Endowment Care and Special Care Trust Funds.
7. Owners acknowledge and agree that the Endowment Care and Special Care Funds may be commingled with other funds of like character and intent for investment purposes, to the end that the income from such accumulated funds shall be used for endowment care as provided in these Rules and Regulations; however, in no event shall any such commingling be construed as a contract to care for any individual property or space in any way other than as defined in these Rules and Regulations.
8. The net income from the Endowment Care Fund and Special Care Fund and the Cemetery Trust Fund shall be expended by the Cemetery in such manner as will, in its judgment, be most advantageous to all property Owners, and in accordance with the purposes and provisions of the laws of the State of California to the expenditure of such funds. It may also expend the income for attorney, trustee and administrative fees and other costs necessary to the preservation of the

legal rights of the Cemetery with respect to its duties and obligations regarding endowment care, as is consistent with Health and Safety Codes §§ 8750 and 8775.

9. The record of the endowment care deposit received by the Cemetery shall be the individual purchaser(s) property contract showing the location of each lot, crypt, or niche, and the amount deposited in the Cemetery Endowment Care and Special Care Fund.
10. A Special Care Fund is a sum of money placed in trust with the Cemetery for special care and maintenance. This trust fund is held and invested by the Cemetery, and the income therefrom is used to provide the special care selected by the Owner(s). All costs of any such special care and maintenance are paid only from the income received from the investment of the Special Care Fund, as no part of the principal will ever be expended. Special endowment care shall include only those services specified in the special endowment care agreement with the Owner(s) and may include such services as marker care, placement of floral arrangements on specified dates, reseeding of lawn and special care of the Owner(s)' lot; and any other service agreed upon between the Owner and the Cemetery for which the special endowment care trust was established.
11. In accordance with the terms and conditions of the Advance of Need Instructions and the Advance of Need Cemetery Trust Agreement between the Owner(s) as trustor, the Cemetery as beneficiary, and the Trustees of the Cemetery's Advance of Need Trust Fund, upon receipt of the principal sums pursuant to the trust agreement, the Cemetery will deposit said sums in the its Advance of Need Trust Fund, to be invested, maintained and disbursed in accordance with the appropriate provisions of the California Health and Safety Code and the rules and regulations of the California Department of Consumer Affairs. The Cemetery reserves the right to allow the Trustees, appointed by its Board of Directors, to handle all investments, or to deposit said funds with any company or corporation qualified and authorized by law to act as Trustee for such funds. If the Trustees of the Cemetery's Advance of Need Trust Fund include individual members, all must be residents of the State of California and no more than one trustee may have any proprietary interest in the Cemetery. The Cemetery has determined that it is willing to bear the tax burden responsibility associated with cemetery trusts and the Trustees have therefore elected to use taxable investments for the Cemetery's Advance of Need Trust Fund, pursuant to Health and Safety Codes § 8750, 8751, 8751.1, and 8778.
12. The principle sums received by the Cemetery's Advance of Need Trust Fund may be commingled with others of like character to the end that any number of similar funds may be invested by the Trustees as one single investment. Any income derived from the principal sums deposited in trust shall be applied first to the expenses of administering the trust, including but not limited to a trustee's fee. Accounting to each individual trustor as required by law will be provided on forms prescribed by the Internal Revenue Service.
13. In the event of the revocation by the trustor of any advance of need cemetery trust, the Trustees may retain a revocation fee payable from the accumulated income of not to exceed ten percent (10%) of the cash sums deposited in trust.

IX. CARE AND MAINTENANCE OF LOTS

1. The entrance to every lot must at all times remain unobstructed. No entrance sills or enclosures of any kind, including, without limitation, beds of stone, concrete, metal or plastic, hedges, shrubs,

posts, bars, chains and rails shall be permitted on graves, plots, crypts or niches. Grave mounds will not be allowed and no lot shall be raised above the established grade.

2. If, in order to open a grave to make an interment or disinterment, the Cemetery at any time deems it necessary to remove existing hedges, shrubs, posts, bars, corner markers, entrance sills, enclosures or parts of enclosures, it may remove and dispose of the same without any liability and without responsibility for the replacement or cost of replacement thereof.
3. All work and all planting of any kind on all lots, graves, crypts and niches other than by Cemetery personnel is strictly prohibited unless first authorized in writing by Cemetery management.
4. All persons are strictly prohibited from picking flowers, removing turf, trees or shrubs, or in any way altering or marking any property within the Cemetery not specifically belonging to them, or in any way defacing the Cemetery grounds.
5. No memorial, tree, plant, object or embellishment shall be altered or removed from a lot, grave or crypt except by the Cemetery personnel.
6. The Cemetery reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, or plants or herbage of any kind, unless the Cemetery gives its consent. There may be situations where the Cemetery might prohibit the making of an interment in a grave in order to protect the life of a tree located on the interment space or immediately adjacent thereto. In the event a tree located on an interment space must be removed for any reason, the Cemetery retains the option to replace the tree in the same location from which removed.
7. Neither Owners nor visitors should offer to pay any Cemetery personnel for work desired by the owner or visitor. All Cemetery employees are prohibited from performing any work for Owners or visitors other than that which is within the scope of their employment and authorized by the Cemetery. Owners and visitors should not attempt to engage the services of any Cemetery employee unless pursuant to formal request and agreement as provided in these Rules and Regulations.
8. Nothing herein shall be deemed to prohibit care of a grave by the Owner(s) or his/their duly authorized representatives. All rubbish made by such Owner(s) or other representatives shall be removed by them immediately. In the event this Rule is violated, the Cemetery may, upon giving five days' written notice by regular or certified mail to the Owner(s) at his/their last known address, remove such rubbish at the expense of the Owner(s).
9. The general care of the entire Cemetery grounds and lots is assumed by the Cemetery under the provisions of the Endowment Care Fund Trust Agreement. General care, however, does not include any special care, as defined and articulated herein.
10. In the event trees or shrubs situated on any grave shall, by reason of growth of their roots, branches or otherwise, become detrimental to adjacent graves or paths, or become unsightly or inconvenient or hazardous to visitors or employees of the Cemetery, or if any memorial, mausoleum, or any other construction situated on a grave has fallen, is in a damaged condition, unsightly or in such need of repair as to cause a hazard or possible injury or danger to passengers, pedestrians or employees of the Cemetery, the Cemetery shall, upon notice as hereinafter provided, have the right to enter upon said grave or lot and to remove, repair or otherwise remedy the condition at the expense of the Owner(s).

11. In the event that any grave which the Cemetery has not contracted to specially maintain pursuant to Section VIII, Paragraph 10 above, becomes overgrown, unsightly or detrimental and hazardous to adjacent graves, avenues or paths, the Cemetery may at any time, upon notice as hereinafter provided, and at the expense of the Owner(s), enter thereon in order to maintain the same, to a condition consistent with these Rules and Regulations.
12. Prior to invoking Rules 10 or 11 of this Section, set forth above, the Cemetery shall give ten (10) days notice, by regular or certified mail, to the last known Owner(s) at Owner(s)' last known address, of the Cemetery's intent to rectify any of the conditions referred to therein. In the event Owner(s) does not rectify the conditions within ten (10) days, the Cemetery may proceed without further notice as provided in these Rules and Regulations.
13. For the purpose of performing work on any lot or other part of the Cemetery, including the making of the interments, disinterments, excavations, or for repairs or improvements, the Cemetery reserves the right to temporarily enter upon and use adjoining areas, including lots or graves, to receive such machinery and materials as may be necessary to perform all the work in connection therewith, and shall restore such adjoining area, if necessary, as soon as is practicable.
14. The Cemetery shall not be liable for damage to or destruction of any structure, including but not limited to granite, bronze or concrete work on any lot, from causes beyond its reasonable control, including but not limited to the elements, acts of God, common enemy, thieves, vandals, strikes, lockouts, malicious mischief, explosions, war, riots, or by orders of any military or civil authority. In the event of any such damage or destruction, the Cemetery may give ten (10) days written notice of the necessity for the replacement, repair, resetting or reconstruction thereof to the Owner(s), by depositing notice in the United States mail addressed to Owner(s)' last known address appearing on its books. In the event Owner(s) fails to replace, repair, reset or reconstruct the same within the period specified in the notice, the Cemetery may, in its sole discretion, enter upon the lot, cause the same to be repaired, reset or reconstructed, and charge the costs thereof to the Owner(s). Nothing herein contained shall obligate the Cemetery to render any such service.
15. The Cemetery reserves the right to change the boundaries or grading of the Cemetery, including but not limited to the right to modify, relocate, regrade or eliminate roads, drives and/or walks. The Cemetery also reserves all easements and rights of way under, through and over the Cemetery grounds, and any and every part thereof for the purpose of maintaining and preserving its perpetual right of ingress and egress over any and all lots in the Cemetery for the purpose of access to and from other lots and other parts of the Cemetery.

X. OUTSIDE CONTRACTORS

1. Unless in compliance with the requirements of these Rules and Regulations as set out in this Section, all labor and equipment for interments, disinterments, entombments, inurnments, and excavations for memorials and monuments, and the construction of foundations, walks and curbs, shall be performed solely by the Cemetery at the expense of the Owner(s), who shall pay such expenses in advance.
2. The Cemetery expressly reserves the right to approve Owner(s)' retention, hiring or contracting with outside contractors.

3. Prior to initiating or beginning any type of service or work on or bringing or delivering any materials to the Cemetery grounds, all outside contractors employed by Owner(s) to perform any work must give written notice at the Cemetery office stating the kind and style of work to be done, and file with the Cemetery Authority a written application for a permit for such work signed by the contractor and the Owner(s). Applications for such permit are available in the Cemetery office. Except as provided in Section XIII (E)(3) (governing the issuance of permits for construction of Private Structures and Private Mausoleums), permits will be issued within three working days of compliance with all requirements in these Rules and Regulations.
4. The Cemetery may charge fees for processing the permit application, supervising the planned work and an assessment for the cost of all immediate and future care of the completed work. All such fees must be tendered at the time the application is submitted to Cemetery..
5. All outside contractors employed by Owner(s) must furnish to the Cemetery detailed plans and specifications for all proposed work.
6. At least 24 hours prior to commencing work or delivering materials to the Cemetery, Owner(s)' contractors shall notify the Cemetery stating the kind of work to be done or materials to be delivered, the inclusive dates and times such work or deliveries shall occur and be completed and whether any machines, vehicles, or special equipment or tools will be used or needed for such work or delivery. The Cemetery reserves the right to cancel, delay or alter the schedule of work so as to avoid interference with the Cemetery's business operations or funeral/cemetery services. Once commenced, all work must be completed without unnecessary delay.
7. Prior to commencing any work or delivering any materials to the Cemetery, Owner(s)' contractors shall first provide to the Cemetery a surety bond from a responsible insurer authorized to do business in the State of California, in an amount to be determined by the Cemetery, containing an automatic cancellation notice to the Cemetery and guaranteeing to indemnify the Cemetery and Owner(s) for any damage caused to any lot or to the property of the Cemetery. Information on current surety requirements may be obtained at the Cemetery office.
8. Prior to commencing any work or delivering any materials to the Cemetery, Owner(s)' contractors shall first provide the Cemetery adequate certificates of insurance issued by responsible insurance companies authorized to transact business in the State of California evidencing adequate coverage for public liability, property damage and workers' compensation. Information on current requirements for certificates of insurance may be obtained at the Cemetery office.
9. Prior to commencing any work or delivering any materials to the Cemetery, the Cemetery, in its sole discretion, may require Owner(s)' contractors to obtain performance and/or payment bonds for such work and materials.
10. All work performed in the Cemetery by Owner(s)' contractors shall be in accordance with the Cemetery's standards and specifications for such work. These specifications and standards are available at the Cemetery office and are subject to change from time to time. The Cemetery shall supervise all work performed by Owner(s)' contractors to assure compliance with those standards and specifications. A reasonable supervision fee shall be paid by the contractor to the Cemetery. Any of Owner(s)' contractors who fail to comply with its Rules and Regulations, or any of the directions of the Cemetery's personnel, will not be permitted to perform work in the Cemetery.

11. If in the opinion of the Cemetery it is necessary to make a survey before Owner(s)' contractor performs work or furnishes material, the Cemetery may make such a survey and may fix and collect from the contractor a reasonable charge for that survey. All corner stakes must be laid out by Cemetery personnel, and the grade of all lots will be determined by the Cemetery. The contractor shall be governed thereby.
12. No contractor or other person will be permitted to work in the Cemetery on Saturdays, Sundays, legal holidays, or before 8:00 A.M. or after 4:00 P.M. on weekdays. Owner(s)' contractors shall cease all work upon direction of the Cemetery when, in its sole discretion, the Cemetery determines such work may interfere with, distract, annoy, or disturb the preparation, commencement or completion of any funeral or grave-side services. Employees of Owner(s)' contractors shall conduct themselves in a respectful, dignified manner without undue noise or disruption to the Cemetery's employees or its customers and visitors. Violators will be barred from entering the Cemetery.
13. No work will be allowed to be left in an improper, unsafe or unfinished state, and should such occur, the Cemetery may complete or remove same at the expense of the Owner(s).
14. The Cemetery assumes no liability or responsibility to Owner(s) or any other persons by reason of its granting approval to Owner(s)' contractors to proceed with work or to deliver materials to the Cemetery. If in the opinion of the Cemetery any work or material furnished is improper, it may in its discretion reject the same, correct the improper work or remove the improper material at the expense of Owner(s).
15. Owner(s) and Owner(s)' contractors shall comply with all applicable OSHA and safety laws, regulations and ordinances and shall take all reasonable precautions to protect the safety of the Cemetery's customers, employees and visitors. This includes, but is not limited to, roping off areas under construction, covering any excavations, disabling any machinery, tools or equipment, etc., and taking such other and further actions as may be directed by the Cemetery's personnel.
16. No motorized equipment will be permitted within the Cemetery without the specific written consent of Cemetery management.
17. When performing work or delivering materials, if some degree of obstruction to roads, avenues or paths becomes necessary, prior approval for any such obstruction must first be obtained by from the Cemetery, and any obstruction must be as slight as possible. No unnecessary delay will be permitted after work has been commenced.
18. Where heavy material is to be moved, planks or other materials needed to distribute weight must be laid on the paths, graves or grass affected to protect them from damage.
19. No setting of monuments will be permitted during inclement weather, which shall be determined in the sole and absolute discretion of the Cemetery superintendent or his assistant or designee.

XI. MARKERS, MEMORIALS AND MONUMENTS

1. The Cemetery reserves the right at all times to prescribe, in its sole discretion, the kind, design, size, symbolism, inscribing, lettering, crafting, quality and material of all markers, monuments or

memorials and the bases thereof to be placed in the Cemetery or any specific areas within the Cemetery. No marker may be erected, placed or altered until it is first approved by the Cemetery. Prior to ordering any markers, monuments or memorials, all Owner(s) or others duly authorized to act for and on behalf of Owner(s), shall secure from the Cemetery written approval of its kind, design, size, symbolism, inscribing, lettering, crafting, quality and material. Application for such approval by the Cemetery shall be made in writing on the Cemetery's required forms signed by the Owner(s) or the Owners(s)' authorized representative, and shall contain the Owner(s)' current address and description of his/her property within the Cemetery. Such application shall be supported by the design specifications, blueprints, manufacturer identification, warranty, and guarantee as to replacement and maintenance as may be required by the Cemetery. No markers, monuments or memorials shall be installed without a setting order signed by the Owner(s) and approved by the Cemetery. Graves, crypts or niches must be paid for in full before any markers, monuments or memorials are installed.

2. The base of any grave markers, monuments or memorials must be set level with the ground. The Cemetery reserves the right to determine in what sections of the Cemetery certain styles and types of markers, monuments or memorials may be utilized. The Cemetery may permit one marker to be set so as to embrace a maximum of two adjoining grave spaces.
3. Memorials shall be mounted flush with the earth and be no less than 3 inches and no more than 4 inches in thickness.
4. Monuments are restricted to a maximum overall height of 42 inches (including foundation, base and die) and a maximum overall depth of 14 inches. Monuments must be set back at least two (2) inches on all sides from the outer boundaries of the grave space (or spaces) embraced by the monument.
5. All photographic, video or other pictorial objects intended for permanent attachment to any marker must be approved by the Cemetery prior to installation.
6. The name or inscription on each marker must correspond with the name on record in the Cemetery office, and no change shall be made thereon except upon request of the proper parties and by the permission of the Cemetery.
7. The Cemetery reserves the right to correct any error that may be made by its employees or outside contractors in the installation, location or placing of markers.
8. While the Cemetery will exercise all possible care to protect raised lettering, carving or ornaments on any marker, it disclaims responsibility for any damage or injury thereto resulting from routine maintenance activities, normal wear and tear, vandalism, theft, weather, natural disaster, acts of God or the acts of any third parties. Should any marker become unsightly, offensive, dilapidated or pose any threat to persons or property or fall below the Cemetery's acceptable standard, the Cemetery shall have the right, but not the obligation, either to correct the condition or to remove the same at the expense of the Owner(s).
9. To preserve uniform beauty, all metallic markers must be of bronze and must meet the following specifications:
 - a. All bronze markers 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

three feet. All exposed surfaces must be smooth; no sand-like roughness will be permitted.

- b. All letters, numerals, ornamentation and insignia must be hand-chased and finely-buffed, and highlighted backgrounds shall be of sculptured texture. The background finish must be approved by the Cemetery and secured by chemical means through the formation of cuprous oxide and cupric oxide on the background surface.
 - c. Each marker shall be manufactured with integral bosses on the back in locations specified by the Cemetery. The bosses shall be drilled and tapped to receive 3/8" diameter anchor lugs of brass or bronze 5" in length. Anchor lugs are to be supplied to the Cemetery.
 - d. All markers must be inspected by the Cemetery before acceptance for installation, and the Cemetery reserves the right to reject those which do not comply with these requirements.
 - e. The alloy of the bronze shall consist of:
 - i. Not less than 87% Copper
 - ii. Not less than 5% Tin
 - iii. Not more than 2.5% Lead
 - iv. Not more than 5% Zinc
 - v. All other elements in total not to exceed 1%.
10. The Cemetery reserves the right at any time to require a chemical analysis by the marker, monument or memorial dealer or manufacturer.
11. All completed markers, monuments or memorials are subject to the approval of the Cemetery, and if unsatisfactory, may be removed by Cemetery management.
12. All markers, monuments or memorials shall be set on uniform lines as prescribed by the Cemetery to conform to the general plan of the Cemetery.
13. The Cemetery reserves the exclusive right to do all grading, landscaping, excavating, installing of foundations, walks and curbs, setting and sealing outer burial containers, crypts, niches, making of interments, disinterments, entombments, inurnments, and removals (including all openings, fillings and closing of interment spaces) using its equipment, including but not limited to its tractors, excavators, other tools, tents, artificial grass and lowering devices, to care for any crypt or niche, and to plant all trees and plants of any kind within the Cemetery. The Owner(s) or Owner(s)' duly authorized representative shall prepay the Cemetery's established charges for such services in advance.
14. All markers, monuments or memorials purchased from the Cemetery shall be installed by the Cemetery at the Owner's expense. The Cemetery shall not be liable for any defective materials or workmanship beyond replacing the defective or damaged marker.
15. Any marker, monument or memorial purchased from a vendor other than the Cemetery may, upon prior approval of the Cemetery, be installed by an outside contractor in accordance with Section X of these Rules and Regulations.

16. Orders for government markers will not be approved by the Cemetery until a setting order has been signed by the next of kin of the deceased veteran. Only 24" x 12" bronze or granite government issue Veteran markers will be accepted by the Cemetery, and such government markers will be placed under the following specifications only:
 - a. At head of grave with or without vase, on wide border of concrete or granite.
 - b. As a companion at head of grave with a vase between on a granite foundation wide border size 62" x 16", or as a double interment on a granite foundation wide border size 28" x 38" with vase at top.
17. The Cemetery requires that all markers, monuments or memorials be installed in or on an appropriate, durable base as may, from time to time, be specified by the Cemetery.
18. The replacement, alteration or repair of any markers, monuments or memorials after initial installation may only be performed with the prior authorization of the Cemetery in conformance with these Rules and Regulations.

XII. MAUSOLEUMS AND COLUMBARIA

1. In order to preserve the facing of the mausoleums and Columbaria, all crypts and niches will be opened and closed only by Cemetery personnel.
2. No more than one entombment, one entombment and one cremated remains, or two cremated remains will be allowed in any single crypt.
3. No memorials or plaques will be permitted on or in the mausoleum structure without specific written approval of the Cemetery. All lettering shall be in uniform style in conformity to that designated for the mausoleum, and no other lettering or designation will be permitted without specific written approval of the Cemetery except for a Cemetery-approved insignia or emblem of recognized religious or fraternal order.
4. No receptacles or vases for flowers, flags or religious symbols, or ornamentation of any type shall be permitted on any crypt or niche face, except as provided in paragraph 3 above. The Cemetery has detailed floral regulations for the mausoleum, and a copy of such regulations is available at the Cemetery office.
5. Only approved vases or ornamentation are permitted in a designated location for the benefit of the exterior crypts. All wilted flowers or plants will be removed by the Cemetery, as will all vases or ornamentations not approved by the Cemetery or placed in any area outside of that designated by the Cemetery.
6. No entombment shall be permitted until the entire crypt is paid in full unless specifically exempted in writing by the Cemetery.
7. Unembalmed remains may not be entombed unless the casket containing the remains is first encased in a sealing pouch equipped with a tray liner (e.g., Ensure-A-Seal™), the cost of which shall be Owner(s)' responsibility.

8. Duplicate keys to any private rooms or other private areas must be left permanently at the Cemetery office.
9. The number of urns in any niche shall be subject to the control of the Cemetery. All cremated remains must be placed in durable sealed containers unless special arrangements are first approved by the Cemetery management. Only one urn may be placed in an open-face niche, unless such niche has been purchased pursuant to written agreement which provides for the placement of more than one urn.
10. All work, of every type, including inscriptions, openings and closings, performed in the mausoleum shall be performed by Cemetery personnel, and all costs thereof shall be determined by the Cemetery.
11. The Cemetery shall promulgate general rules for all Owner(s) and visitors to the mausoleum including, but not limited to, hours of visitation, dress and general conduct requirements.
12. Burning of any material within buildings or structures is strictly prohibited.

XIII. PRIVATE STRUCTURES AND PRIVATE MAUSOLEUMS

1. General:

- a. This Section provides rules and regulations, consistent with California's Mausoleum and Columbarium Law (Health & Safety Code sections 9501 *et seq.*), concerning the construction and maintenance of Private Structures (e.g., structures consisting of large boulders, rocks, spires, obelisks, etc.) and Private Mausoleums (e.g., walk-in and walk-up mausoleums) at the Cemetery. These rules and regulations are applicable to any design, engineering, building, construction, remodeling, changes, reconstruction, alteration, etc. (hereinafter referred to as "Work") and to any construction materials or supplies, prefabricated buildings, etc. (hereinafter collectively referred to as "Materials") for any Private Structures and Private Mausoleums.
- b. Owner(s) and their agents, architects, engineers, contractors, suppliers, and employees (hereafter collectively "Owner(s)' Contractors") are all required to obey and comply with the Rules & Regulations in performing any Work or supplying any Materials for Private Structures or Private Mausoleums. All contracts with Owner(s)' Contractors for such Work or Materials shall expressly require compliance with the Rules & Regulations and shall specifically name the Cemetery as a third party beneficiary thereof. A copy of each such contract must be provided to the Cemetery for approval prior to the commencement of any Work or the delivery of any Materials. It is Owner(s)' responsibility to provide to each of Owner(s)' Contractors a complete copy of the latest version of the Rules & Regulations.
- c. Prior to the commencement of any Work or the delivery of any Materials to the Cemetery, Owner(s) and Owner(s)' Contractors shall agree in writing to defend and indemnify the Cemetery for any claims for property damage or personal injury arising from such Work or Materials including, but not limited to, any claims for costs, expenses, fines, attorneys' fees and disbursements for any violation of the California's

Mausoleum and Columbarium Law that may be assessed against the Cemetery as a result of such Work or Materials.

2. Design:

- a. Owner(s) shall not erect or place any Private Structure or Private Mausoleum until its design, appearance, materials, plans, and construction are first approved in writing by the Cemetery Authority. Owner(s) shall submit in advance to the Cemetery sufficiently detailed plans, blueprints, renderings, drawings specifications, material lists, and other documents and information that the Cemetery may reasonably require to assure the Work or Materials are in compliance with these Rules & Regulations.
- b. The Cemetery reserves the right to regulate and prescribe the design, size, adornment, style, type, architecture, material composition, color, finish, symbolism, crafting, quality and exterior appearance of Private Structures and Private Mausoleums so that a uniform appearance and beauty, in its sole discretion, may be maintained in the Cemetery. All materials must be of merchantable quality and fit for the purpose for which used and all warranties or guarantees provided by the manufacturer thereof shall be assigned to and shall inure to the benefit of the Cemetery.
- c. The Cemetery shall make the final determination as to the grading of all Private Structures and Private Mausoleums, and any all construction erected thereon shall be in conformity with such determination.
- d. No more than one family name may be permitted on any Private Structure or Private Mausoleum, unless approved in writing by the Cemetery at the time of the sale of the interment right. The Cemetery shall determine the number of allowable interments, niches, and crypts for each Private Structure and Private Mausoleum.
- e. Any Private Structure or Private Mausoleum, which is not pre-fabricated, will be subject to an independent engineering review at the Owner(s)' expense.
- f. The Work and Materials for all Private Structures and Private Mausoleums shall meet the minimum requirements set forth in Health & Safety Code sections 9600 *et seq.*, Title 16 of the California Code of Regulations Division 23 section 2390, and all applicable local building codes and ordinances. The minimum design and construction guidelines for Private Structures and Private Mausoleums, to the extent not inconsistent with the minimum requirements set forth by law, are as follows:

3. Exterior Finishes:

- a. All exterior walls must be constructed of concrete or granite with a minimum thickness of 6 inches.
- b. All concrete shall be steel reinforced.
- c. Granite pieces must be free of cracks or other defects that may lower the structural integrity of the structure or mausoleum. All pieces must be mechanically fastened with stainless steel anchors of 1/2" diameter or greater located a minimum of 2 1/2" from the face of any surface of the stone. All anchors are to be cemented into the stone with a non-shrinking epoxy.

- d. Exposed joints must be filled with an industrial grade silicone caulking.
- e. The use of other stone materials for exterior finishes such as marble, travertine, or slate is not allowed.

4. Interior Finishes:

- a. All floors shall be constructed of reinforced concrete or granite and have a thickness of at least 6 inches installed in the same manner as described in subparagraph (a) above.
- b. Marble, Travertine, Slate and materials other than reinforced concrete or granite may be used for decorative purposes but only if a fiberglass mastic is applied to the back of the stone.
- c. All crypt fronts shall be a minimum of 1 ¼" thick.
- d. Crypt shelves must be a minimum of 2" thick.
- e. Ceiling pieces must be a minimum of 1 ¼" thick and be supported on all exterior edges. A bronze ceiling rosette must be used as support when two ceiling pieces adjoin each other.

5. Other Materials:

- a. Vestibule doors must be made of bronze and shall incorporate piano hinges, double locks for security, lexan (or equal) protective glass, and a lacquer finish.
- b. Window frames must be made of bronze with a lexan protective sheet. There must be a minimum of ¼" spacing (bronze stop) between the lexan and the stain glass.
- c. All anchors, cramps, dowels, and angles must be made of stainless steel.
- d. All shims must be made of acetate (plastic).
- e. All joints must be filled with a backer rod and top grade silicone sealant that compliments the granite color.
- f. A no time warranty is to be provided to the Cemetery Authority for all installations.

6. Fees:

- a. Fees charged by the Cemetery relating to the construction, renovation or alteration of any Private Structure or Private Mausoleum are posted at the Cemetery office and are subject to change from time to time. No Work may be commenced nor may any Materials be delivered concerning any Private Structure or Private Mausoleum until all such fees have been paid in full. Such fees may include, but shall not be limited to, fees for use of the Cemetery's facilities and roads, fees for inspection and supervision and fees for plan review and approval.
- b. No Work may be commenced nor may any Materials be delivered concerning any Private Structure or Private Mausoleum until all charges for interment rights or lots have been paid in full.

- c. An Endowment and Special Care fee shall be paid for all Private Structures and Private Mausoleums in an amount determined by the Cemetery in accordance with California law. All such fees shall be maintained as part of a trust fund for the general care of the Cemetery including all such Private Structures and Private Mausoleums. No Work may be commenced nor may any Materials be delivered concerning any Private Structure or Private Mausoleum until all such endowment and special care fees have been paid in full.

7. Outside Contractors:

- a. See Section X of these Rules and Regulations, which is incorporated herein by reference.

8. Construction:

- a. Owner(s) and Owner(s)' Contractors must comply with all local, state and federal laws, regulations and ordinances related to the Work and Materials, including, but not limited to, all such laws related to employment, health and safety, building standards or codes, etc.
- b. In the event that city or county building permits and/or planning approvals are required for construction of any Private Structure or Private Mausoleum, Owner(s) and/or Owner(s)' Contractors are solely responsible for obtaining same at their own expense.
- c. Prior to commencing any Work or delivering any Materials, Owner(s) and/or Owner(s)' Contractors shall secure a permit from the Cemetery. In order to obtain such permit, Owner(s) and/or Owner(s)' Contractors shall provide to the Cemetery a copy of each contract for Work and Materials signed by Owner(s), detailed plans and specifications for all such Work, a permit for such Work duly issued by the appropriate governmental agency, if needed, estimated dates and times during which the Work will be performed, the anticipated completion date of the Work, and such other information and documents as may reasonably be required by the Cemetery. The Cemetery will issue its permit within 60 days after Owner(s) and/or Owner(s)' Contractors have demonstrated full compliance with the Cemetery's Rules and Regulations, and provided at least the following: (1) all construction plans, drawings, renderings concerning the Work; (2) all Materials' specifications and descriptions; (3) any permits and approvals; (4) payment of all fees, charges and expenses; (5) copies of all construction contracts and subcontracts; (6) copies of applicable material warranties and guaranties; and (7) surety bonds and certificates of insurance for general liability, casualty, and workers' compensation. The Cemetery may require additional information, documents and requirements which, in its sole discretion, are reasonably necessary to comply with its Rules and Regulations.
- d. The Cemetery reserves the right to hire an outside consultant, at Owner(s)' expense, to ensure that the Work being performed and the Materials being used are in compliance with its Rules and Regulations and this Addendum, the approved plans and specifications, and any applicable law, ordinance, regulation, building code, and building permits and approvals.
- e. The Cemetery reserves the right to enter upon and temporarily use any adjoining areas, including any interment sites, lots, graves or common areas, as it deems are reasonably

necessary for the performance of any Work and or delivery of any Materials concerning the construction of Private Structures or Private Mausoleums. Owner(s) and/or Owner(s)' Contractors, at their sole cost and expense, shall restore such areas as closely as reasonably possible to their prior condition and as soon as practicable after completion of the Work.

- f. The Cemetery reserves the right to correct any error made by its employees, Owner(s) or Owner(s)' Contractors with regard to the location or construction of a Private Structure or Private Mausoleum.
- g. If, in the opinion of the Cemetery, it is necessary to make a survey prior to commencement of any Work, the Cemetery may make such a survey, and may fix and collect from Owner(s) a reasonable charge therefor. All corner stakes must be laid out by Cemetery personnel, and the grade of all lots will be determined by the Cemetery. Owner(s) and Owner(s)' Contractor shall comply with the Cemetery's survey and grading stakes in performing any Work or delivering any Materials so as to not intrude on the Cemetery's other property or the interment rights of others.
- h. No Work or Materials will be allowed to be left in an improper and unfinished state. Should such occur, the Cemetery may complete or remove same at the sole expense of Owner(s).
- i. No motorized equipment will be permitted within the Cemetery without the specific written consent of the Cemetery.
- j. If some degree of obstruction to roads, avenues or paths becomes necessary because of the Work or Materials, prior approval for any such obstruction must first be obtained from the Cemetery, and any obstruction must be as slight as possible.
- k. Where heavy Materials, machinery, equipment, tools, vehicles, and similar objects are to be used or moved, planks must be laid on the paths or grass affected to protect graves, crypts, irrigation systems, markers and landscaping from damage. Should such damage occur, Owner(s)' shall be fully liable therefor.
- l. No delivery of Materials or Work concerning Private Structures or Private Mausoleums will be permitted during inclement weather, which shall be determined in the sole and absolute discretion of the Cemetery, the Cemetery's superintendent or his assistant or designee.
- m. Owner(s) and Owner(s)' Contractors shall not permit any mechanics' liens to be recorded against any lot, grave or any other property interest. Owner(s) and Owner(s)' contractors shall defend and indemnify the Cemetery as to any such liens, and shall obtain release bonds as directed by the Cemetery should any such liens be recorded.

9. Care, Maintenance And Repair:

- a. While the Cemetery will exercise reasonable care to protect raised lettering, carving or ornaments on any Private Structure and Private Mausoleums, it disclaims responsibility for any damage or injury thereto.

- b. The Cemetery reserves the exclusive right to perform, at the expense of Owner(s) or as a charge against the endowment and special care funds referred to in paragraph C(3) of this Section, all of the following with respect to Private Structures and Private Mausoleums: maintain and care for all landscaping, plants and trees; set and seal all outer burial containers, crypts, niches; make all interments, disinterments, entombments, inurnments, and removals (including opening, filling and closing of interment spaces with using its equipment such as tents, artificial grass, tractors and lowering devices); and routine care, maintenance and repair of exterior finishes. The Owner(s), and all others, requesting such services and work, shall prepay the Cemetery's established charges for such work and services.
- c. Should any Private Structure or Private Mausoleum become unsightly, dilapidated or pose any threat to persons or property, or fall below acceptable standards, the Cemetery shall have the right to either correct the condition or to remove the same at the expense of the Owner(s).
- d. The Cemetery shall not be liable for damage to or destruction of any Private Structure or Private Mausoleum or any part thereof from causes beyond its reasonable control, including but not limited to the elements, acts of God, common enemy, thieves, vandals, strikes, lockouts, malicious mischief, explosions, war, riots, or by orders of any military or civil authority. In the event of any such damage or destruction, the Cemetery may at any time thereafter, give a ten (10) day written notice to Owner(s) of the necessity for the replacement, repair, resetting or reconstruction thereof. Such notice shall be given by depositing same postage pre-paid in the United States mail addressed to Owner(s) at Owner(s)' last known address appearing on the Cemetery's books. Should Owner(s) fail to replace, repair, reset or reconstruct the same within the period specified in said notice, the Cemetery may in its discretion, but is in no way obligated to, cause the same to be replaced, repaired, reset or reconstructed, and charge the costs thereof to the Owner(s).
- e. If any inscription or objects to be placed on any Private Structure or Private Mausoleum are determined by the Cemetery in its sole discretion to be improper or offensive, then the Cemetery shall have the right, to enter upon such lot and remove, change or correct the offensive or improper inscriptions or objects.
- f. In order to preserve the appearance and security facing of Private Structures or Private Mausoleums, they shall be opened and closed only by the Cemetery's personnel.
- g. Duplicate keys to Private Structures or Private Mausoleums, including any crypts or niches inside them, must be left permanently at the Cemetery's office.
- h. All cremated remains must be in durable sealed containers, unless previously approved by the Cemetery.

XIV. DECORATION OF INTERMENT SPACES

1. General:

The Cemetery reserves the right to regulate method of decorating lots, graves, crypts, and niches in the Cemetery so that a uniform beauty may be maintained. The following regulations are subject to change without notice and were enacted in consideration for all of the many

Owner(s) and visitors. We enlist your cooperation so that the Cemetery will continue to be a setting of peace and beauty.

2. Graves:

- a. Grave decorations and floral arrangements may be removed if in the opinion of the Cemetery the items are insensitive or offensive to other Owner(s) or visitors or if they are deemed to be a safety or health concern. The Cemetery shall not be responsible for missing grave decorations or floral arrangements.
- b. Fresh or artificial flowers in approved lawn vases are welcomed at all times. Cut flowers are only permitted in the vase of the granite or bronze lawn-level marker. Except for designated holiday periods all floral arrangements and decorations are removed from graves per the designated Cemetery schedule (see Cemetery office for removal schedule.) The Cemetery reserves the right to remove any and all flowers, artificial or fresh, when, in its determination, they have become soiled, faded, or their appearance warrants such removal. Designated infant gardens will be excluded from the removal policy. Removal of floral arrangements within designated infant gardens will be conducted as they become unsightly.
- c. Funeral flowers will be removed (3) three days following the committal service.
- d. Potted plants, wreaths and other decorations, except fresh or artificial flowers placed in approved vases, are only permitted during the designated Holidays listed below:

New Year's Day	Valentines Day	Easter
Mother's Day	Memorial Day	Father's Day
Independence Day	Veteran's Day	Thanksgiving
Christmas		

These decorations may be placed (7) seven days prior to the Holiday and should be removed by the family within (7) seven days of the Holiday if they are desired to be retained. Cemetery personnel will begin removing and disposing of these items on the (8) eighth day following the Holiday. Any decorations, potted plants and other grave decorations which are on the grave other than during the Holiday periods listed above will be removed and disposed of by Cemetery personnel.

- e. Grave spaces may not at any time be defined or bordered by any kind of fence, railing, hedge, trench or embankment. Wire arches and trellises shall not be placed on any grave space at any time.
- f. The placement of souvenirs, wreaths, non-approved flags, boxes, toys, metal designs, ornaments, chairs, glass and similar articles upon lots shall not be permitted at any time. No shells, stones, pebbles, etc. may be used to decorate graves or plots. No glass jars, bottles, tin cans, crockery or earthenware pots are permitted. The Cemetery reserves the right to remove any of these items if so placed. The placement of toys in designated infant gardens will be allowed and the removal of such items will be at which time they become unsightly or are deemed a safety hazard.

g. National flags no greater than 10" in total length will be allowed at all times.

3. Mausoleums and Columbaria:

- a. For mausoleum crypts and columbarium niches, fresh cut and artificial flowers are allowed at all times in approved vases. Potted and/or seasonal plants may only be placed in designated areas and may not be placed on floors or walkways within a mausoleum or other structure. As a courtesy to others, please limit the size of floral arrangements so that they do not encroach on adjoining crypts and niches. Funeral flowers will be removed (3) three days following the committal service.
- b. The Cemetery welcomes the personalization of interment spaces. The personalization of mausoleum crypts and columbarium niches shall not take up more than 1/3 (one third) of the total surface area of a granite or marble front. All items placed must be within a 6" border of the outer edge of the mausoleum or niche front. In placing articles no adhesive material other than standard scotch tape will be permitted.
- c. All floral arrangements and decorations will be removed from mausoleum crypts and columbarium niches on a quarterly basis.
- d. Any planting, decoration or other object(s) placed on or above a crypt or niche shall be removed, when in the judgment of the Cemetery such action is warranted and in the best interests of the Cemetery.
- e. The Cemetery shall not be responsible for any discoloration to the marble crypt fronts from floral arrangements.

XV. MODIFICATIONS AND AMENDMENTS

1. Because of continuing changes in customs, practices, economic conditions, and products, the Cemetery may, and hereby expressly reserves, the right to at any time, with or without notice to Owner(s), adopt new Rules and Regulations, or to amend, alter and/or repeal any rule, regulation, article, section, paragraph and/or sentence in these Rules and Regulations. The Cemetery further reserves the right to modify and change all fees and prices referred to herein, without notice.
2. A copy of the current Rules and Regulations and price list is available for inspection at the Cemetery office located during its regular office hours. In an effort to assist Owner(s) and visitors, an information pamphlet summarizing these Rules and Regulations shall be available to the general public.
3. If any section, subsection, paragraph, clause or provision of these Rules and Regulations is adjudged invalid, such adjudication shall apply only to the provision so adjudged, and the remainder of these Rules and Regulations shall remain valid and effective.