

Memory Lawn Memorial Park

19106 San Marcos Highway (Hwy. 80)

Martindale, Texas 78655

Mailing address: P. O. Box 2459

San Marcos, Texas 78667

512.357.6643/512.357.0207 fax

RULES AND REGULATIONS

Effective July 18, 2008

Subject to change without notice

If you have any complaints regarding the cemetery, you may direct those to the following:

Texas Department of Banking

2601 North Lamar Blvd.

Austin, Texas 78705-4294

877.276.5554

www.banking.state.tx.us

or

Texas Funeral Service Commission

P. O. Box 12217 , Capitol Station

Austin, Texas 78711

888.667.4881

www.tfsc.state.tx.us

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PURPOSE

These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within Memory Lawn Memorial Park. Their enforcement will help protect Memory Lawn Memorial Park and create and preserve its beauty. These Rules and Regulations have been adopted as the Rules and Regulations of Memory Lawn Memorial Park, and all Owners of Interment Rights, visitors and persons performing work within Memory Lawn Memorial Park shall be subject to these Rules and Regulations, and all amendments or modifications hereto, as shall be adopted by Memory Lawn Memorial Park from time to time.

DEFINITIONS

1. a. The term “Perpetual Care” shall mean the maintenance, repair, and care of all places in the cemetery.
b. The term “Perpetual Care Cemetery” means a cemetery for the benefit of which a perpetual care trust fund is established as provided by Chapter 712 of the Texas Health & Safety Code.
2. The term “Cemetery” shall mean that cemetery named on the cover of these Rules and Regulations.
3. The term “Certificate of Interment Rights” shall mean the document by which Memory Lawn Memorial Park conveys to the Owner the exclusive right of sepulture in a particular grave, lawn crypt, crypt or niche.
4. The term “Contractor” shall mean any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on Memory Lawn Memorial Park grounds, other than an employee of Memory Lawn Memorial Park.
5. The term “Crypt” means a chamber in a mausoleum of sufficient size to inter human remains.
6. The term “Entombment” means interment in a crypt.
7. The term “Grave” means a space of ground in a burial park and that is used or intended to be used for interment in the ground.
8. The term “Interment” means the permanent disposition of human remains by burial, entombment or placement in a niche.
9. The term “Interment Right” means the right to inter the human remains of one decedent in a plot.
10. The term “Interment Services” shall refer to the opening and closing of a particular Interment Space.

11. The term “Interment Space” shall refer to the particular grave, crypt, niche or lawn crypt within Memory Lawn Memorial Park to which a particular Interment Right relates. An Owner of an Interment Right, does not, by virtue of such ownership, acquire ownership of the Interment Space or of any land or improvements within Memory Lawn Memorial Park.

12. The term “Inurnment” means the placement of cremated human remains in an urn.

13. The term “Lawn Crypt” means a subsurface receptacle installed in multiple units for ground burial of human remains.

14. The term “Memorial” shall mean (a) a monument, tombstone, grave marker, tablet or headstone identifying a grave or graves; or (b) a nameplate or inscription identifying a crypt or niche.

15. The term “Niche” means a space in a columbarium used or intended to be used for the placement of cremated human remains in an urn or other container.

16. The term “Outer Burial Container” shall refer to the rigid outer container used to surround the casket or cremated remains container, and shall include the products commonly known as vaults and grave liners.

17. The term “Plot Owner” shall mean a person:

a. in whose name a plot is listed in Memory Lawn Memorial Park’s office as the owner of the exclusive right of sepulture; or

b. who holds, from Memory Lawn Memorial Park, a Certificate of Interment Rights or other instrument of conveyance of the exclusive right of sepulture in a particular plot in Memory Lawn Memorial Park.

18. The term “Plot” means a space in Memory Lawn Memorial Park owned by an individual or organization that is used or intended to be used for interment, including a grave or adjoining graves, a crypt or adjoining crypts, a lawn crypt or adjoining lawn crypts, or a niche or adjoining niches.

19. The term “Purchase Agreement” shall mean that written contract between Memory Lawn Memorial Park and a purchaser pursuant to which Memory Lawn Memorial Park agrees to sell and the purchaser agrees to buy Interment Rights in Memory Lawn Memorial Park.

OWNERSHIP OF INTERMENT RIGHTS

20. Interment Rights within Memory Lawn Memorial Park shall be used for no purpose other than for the interment and/or memorializing of human remains.

21. A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of an Interment Right. Every Interment Right shall be subject to (a) all applicable laws and governmental regulations; (b) the Articles of Incorporation and other documents establishing Memory Lawn Memorial Park, as now in force or as hereafter amended or adopted,

whether or not as set forth herein. The Certificate of Interment Rights, Purchase Agreement, and these Rules and Regulations, and any amendments hereto, shall constitute the sole agreement between Memory Lawn Memorial Park and the Owner, and no statement of any sales agent or other employee of Memory Lawn Memorial Park to the contrary shall bind Memory Lawn Memorial Park.

22. The person named in the Certificate of Interment Rights issued and of record will be presumed to be the Owner of the Interment Rights unless Memory Lawn Memorial Park approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended. All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Interment Rights.

23. Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, Memory Lawn Memorial Park shall revise its records to reflect ownership of Interment Rights in accordance with such an order.

24. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owners will or by a written direction furnished to Memory Lawn Memorial Park any such unused Interment Rights descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the State of Texas, subject to the Interment Rights of the deceased and his or her surviving spouse. Where such a transfer of ownership results in multiple Owners of any Interment Rights, each Co-Owner shall have the right to be interred in any Interment Space of the Co-Owners which has not been used at the time of that Co-Owners death, and the consent of the other Co-Owners shall not be required for any such interment; however, no Co-Owner may convey any Interment Right, or authorize the interment of anyone other than a Co-Owner, without the consent of all other Co-Owners of that Interment Right.

25. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy immediately vests in the survivor or survivors, subject to the vested Interment Right of the remains of the deceased joint tenant.

26. When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for the interments, memorializing, etc. with respect to the Interment Rights of such Owners. Any such designation shall be made in writing and furnished to Memory Lawn Memorial Park. In the absence of such designation, Memory Lawn Memorial Park shall not be liable for acting on any direction of any Co-Owner, provided no other Co-Owner has notified Memory Lawn Memorial Park of any objection to the cemetery's acting on such direction.

27. Memory Lawn Memorial Park shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the purchase price of the Interment Right has been paid in full.

SUPERVISION OF THE CEMETERY

28. Memory Lawn Memorial Park reserves the right to compel all persons coming into the cemetery to obey all Rules and Regulations of the cemetery.

29. Memory Lawn Memorial Park shall take reasonable precautions to protect against loss or damage to property or rights within the cemetery; but it expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and specifically, but not by way of limitation, from loss or damage caused by the elements, an act of God, common enemy, thieves, assailants, vandals, strikers, lockout or labor trouble, malicious mischief makers, explosion, unavoidable accident, invasion, insurrection, riot, government act or regulation, or order of any military or civil authority, whether the loss or damage be direct or indirect.

30. Memory Lawn Memorial Park reserves and shall have the right to correct any errors that may be made by it in making interments, disinterments, or sales, transfers or conveyances of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) as may be selected by Memory Lawn Memorial Park. Alternatively, Memory Lawn Memorial Park, in its sole discretion, may refund the amount of money paid on account of the purchase of the Interment Rights, merchandise or services to which the error relates. In the event the error shall involve the interment of the remains of any person in an incorrect location, Memory Lawn Memorial Park reserves and shall have the right to remove and transfer such remains so interred to the correct location or to a similar location of comparable value, as may be selected by Memory Lawn Memorial Park. Memory Lawn Memorial Park shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this paragraph.

31. Memory Lawn Memorial Park reserves the right to enlarge, reduce, re-plat or change the boundaries or grading of the cemetery, or of a section or sections thereof, from time to time, including the right to modify or change the locations of, or remove or re-grade, features, roads, drives, trees, shrubs, flowers, landscaping and walks. Memory Lawn Memorial Park further reserves the right to lay, maintain, operate, alter or change pipelines or gutters for sprinkling systems, drainage and lakes as well as the right to use the cemetery property, not sold to Owners, for cemetery purposes.

32. Memory Lawn Memorial Park shall have the sole and exclusive authority with respect to the planting, sodding, surveying and improvements within the cemetery.

33. No persons other than the duly authorized employees of Memory Lawn Memorial Park shall be allowed to perform any work within the cemetery without written authorization issued by Memory Lawn Memorial Park management, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity.

34. If any tree, shrub or plant, by means of its roots, branches, or otherwise becomes detrimental to the Interment Space upon which it stands or to any adjacent Interment Spaces or avenues, or if for any other reason its removal is deemed necessary, Memory Lawn Memorial

Park management 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 it deems best. In the event of any such removal, Memory Lawn Memorial Park shall have no obligation to replace the removed tree, shrub or plant.

SALE AND TRANSFER OF INTERMENT RIGHTS

35. The sale or transfer of any Interment Right by an Owner shall not be binding upon Memory Lawn Memorial Park unless such sale or transfer shall first be approved in writing by a duly authorized representative of the cemetery, and in accordance with these Rules and Regulations. This procedure is required in order that Memory Lawn Memorial Park may at all times have a complete and accurate record of all Owners. Memory Lawn Memorial Park shall make available to Owners, upon request, necessary forms to effect any sale or transfer of Interment Rights.

36. Any and all transfers of any Interment Right, whether same be by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of Memory Lawn Memorial Park, which now exist, or which may be hereafter enacted or amended. All transfers of ownership shall be subject to a transfer fee as posted in, or available from the cemetery office, and which fee must be paid to Memory Lawn Memorial Park when the transfer is recorded in the cemetery's records. No transfer shall be effective until all transfer fees are paid.

37. The subdivision of Interment Rights or partition of Interment Spaces is not allowed without the written consent of Memory Lawn Memorial Park. No conditional or partial transfer of Interment Rights, and no sale or conveyance of any undivided interest therein, except to a person or persons who are already Co-Owners, will be permitted.

38. All agreements for the purchase of Interment Rights must be on forms approved and signed by an authorized representative of Memory Lawn Memorial Park.

39. Memory Lawn Memorial Park may, at its option, accept exchanges of Interment Rights when desired by Owners, subject to prior written approval of an authorized representative of the cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to Memory Lawn Memorial Park and/or the Owner shall provide such other documentation as the cemetery may require. Memory Lawn Memorial Park reserves the right to charge a fee for any such exchange.

40. Removal of interred, entombed or inurned remains by heirs, Owners or any other person having an interest in any Interment Rights, for the purpose of reselling the Interment Rights, is prohibited.

41. Interment Rights shall be purchased solely for the purpose of personal or family interments or the interment of the person designated in the Purchase Agreement or Certificate of Interment Rights, and not for the purpose of speculation. The demand for, or receipt of, any compensation by an Owner for allowing an interment in an Interment Space with respect to which the Owner owns Interment Rights is prohibited.

42. Memory Lawn Memorial Park shall not be obligated to honor or abide by any agreement or provision contained in any Purchase Agreement, Certificate of Interment Rights or other document which limits or restricts the sale, or use of ownership of Interment Rights in the cemetery, or a particular section thereof, to persons of a particular race, religion or national origin, if Memory Lawn Memorial Park management, in its sole discretion, believes in good faith upon advise of counsel that such restriction is contrary to applicable law.

INTERMENT REGULATIONS

43. All cemetery charges and fees for Interment Services, Interment Rights, and Perpetual Care must be paid in full before an interment is made in a particular Interment Space within Memory Lawn Memorial Park. All fees for Disinterment Services must also be paid in advance.

44. Memory Lawn Memorial Park must be provided with such advance notice as is posted or otherwise available in the office of the cemetery, before an Interment Service can be performed. Exceptions will be made only in cases of death from contagious disease or when so ordered by the authorized representatives of Memory Lawn Memorial Park.

45. Memory Lawn Memorial Park may postpone or reschedule a graveside or other Interment Service if, in the opinion of the cemetery's management, too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the cemetery (including, but not limited to, work stoppage, work slow down or strike by a labor union).

46. Prior to permitting any interment within Memory Lawn Memorial Park, the cemetery shall require the written authorization duly executed by both the owner of the Interment Rights (subject to the provisions of section 24 hereof where co-ownership is involved) and the next-of-kin of the deceased or their respective authorized representative(s). Such authorization shall be on all forms provided by Memory Lawn Memorial Park. The written authorization may be forwarded to Memory Lawn Memorial Park by facsimile transmission if it has been signed before a Notary Public. If it is not possible to have the authorization notarized, the authorization may be accepted if accompanied by some form of positive identification (for example a driver's license).

47. As a condition to performing any Disinterment Service, Memory Lawn Memorial Park requires written authorization signed by the Owner of the Interment Rights, and the deceased's next-of-kin or their respective authorized representative(s) on a form approved by the cemetery. All Disinterment Services must be conducted in accordance with state and local laws.

48. Memory Lawn Memorial Park shall exercise due care in performing a Disinterment Service, but shall assume no liability for damage to a body, casket, outer burial container, urn or container for cremated remains in performing a Disinterment Service in accordance with written instructions of the Owner or his duly authorized representative(s). When a disinterment is to be made from one grave to another grave, and an outer burial container was not used for the original interment, an outer burial container meeting Memory Lawn Memorial Park's specifications must

be furnished by the Owner or the Owner's duly authorized representative(s) for the new interment.

49. No more than one human remain shall be interred in one Interment Space, unless specifically authorized in writing by the Owner and next-of-kin or their respective duly authorized representative(s) and Memory Lawn Memorial Park. In the event Memory Lawn Memorial Park elects to allow the interment of one additional human remains in a particular Interment Space, Memory Lawn Memorial Park shall charge a separate fee for each Interment Right, as well as a separate fee for each Interment Service provided. The Second Right of Interment is for the interment of cremated human remains only.

50. If no provision has been made for an Interment Space for a particular deceased received by Memory Lawn Memorial Park, it may temporarily place the remains received by it in a holding facility, crypt, or other suitable place subject to any state or local sanitary code requirements. The length of time such remains will be retained by Memory Lawn Memorial Park will be the sole judgment of Memory Lawn Memorial Park management. Memory Lawn Memorial Park reserves the right to charge a fee for such temporary interment.

51. The scattering or placement of cremated human remains shall be permitted only in designated sections of Memory Lawn Memorial Park, if any, and upon the written approval of Memory Lawn Memorial Park and subject to the payment of all applicable cemetery fees and compliance with all applicable laws. Cremated human remains must be in a container constructed of bronze, copper, steel, marble, wood, plastic or other material approved by Memory Lawn Memorial Park.

52. All Interment and Disinterment Services within Memory Lawn Memorial Park shall be performed only by authorized cemetery personnel.

53. Memory Lawn Memorial Park may require that all persons attending an Interment or Disinterment Service remain at a safe distance (as determined by the cemetery) from the Interment Space during the Interment or Disinterment Service.

54. Memory Lawn Memorial Park relies upon the identification of the deceased provided by the next-of-kin or authorized representative(s), and shall have no obligation to independently establish or verify the identity of the remains to be interred or cremated.

55. Memory Lawn Memorial Park shall not be liable for any delay in interment (i) where a protest to the interment has been made, or (ii) which results from noncompliance with the Rules and Regulations of the cemetery. Memory Lawn Memorial Park reserves the right to temporarily place the remains in a holding facility, crypt, or other suitable place, subject to any state or local sanitary code requirements, until the protest or noncompliance has been resolved and further reserves the right to impose reasonable fees for such temporary holding. All protests must be in writing and filed in the cemetery office.

GENERAL REGULATIONS

56. No dogs or other animals, except guide dogs shall be permitted in Memory Lawn Memorial Park.
57. The possession or consumption of illegal drugs or alcoholic beverages within Memory Lawn Memorial Park is strictly forbidden.
58. No boxes, shells, toys, glassware, sprinkling cans, receptacles, or similar items (other than vases meeting the cemetery's specifications which have been placed with the cemetery's permission) will be permitted to be placed on any Interment Space or elsewhere within Memory Lawn Memorial Park, and if placed, the cemetery may remove any such items and dispose of them.
59. Memory Lawn Memorial Park is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc. placed on or near any Interment Space or elsewhere in the cemetery.
60. No benches, chairs or like items shall be permitted to be brought upon the cemetery grounds, unless authorized in writing by Memory Lawn Memorial Park.
61. No person shall be permitted to enter or leave Memory Lawn Memorial Park except by the public entrance(s), which will be open during such hours as are specified and posted in the cemetery office.
62. Any person entering Memory Lawn Memorial Park other than during posted visiting hours, without prior authorization from cemetery management, will be considered a trespasser.
63. Upon entering the cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly authorized representative of Memory Lawn Memorial Park.
64. Automobiles shall not be driven in excess of 10 miles per hour in Memory Lawn Memorial Park, and shall always be driven on the right hand side of cemetery roadways. Automobiles are not permitted to turn around on the cemetery roadways, and are not permitted to park or come to a full stop in front of an open grave, unless in connection with a graveside service.
65. All floral decorations, whether natural or artificial, shall be subject to Memory Lawn Memorial Park's written policies concerning same as are posted or on file and available for inspection in the cemetery's office. Memory Lawn Memorial Park may remove all floral designs (artificial or natural), flowers, weeds, trees, shrubs, or plants of any kind from the cemetery as soon as, in the judgment of the cemetery management, they become unsightly or diseased, or if they do not conform to Memory Lawn Memorial Park's policies.
66. No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the cemetery.

67. Except where otherwise expressly permitted by Memory Lawn Memorial Park management, all persons are strictly forbidden to fish, hunt, or to feed or disturb the fish, fowl or other animals within Memory Lawn Memorial Park.

68. Memory Lawn Memorial Park reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over Interment Spaces for the purpose of passage to and from other Interment Spaces. Except as may be necessary to gain access to other Interment Spaces within Memory Lawn Memorial Park, persons within the cemetery grounds shall use only the avenues, walkways and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial, or in any way deface the grounds of Memory Lawn Memorial Park.

69. No trees, shrubs or other plants may be planted by anyone other than cemetery personnel, except with the express written permission of Memory Lawn Memorial Park. In the event any such planting is allowed, Memory Lawn Memorial Park reserves the right to perform whatever maintenance it deems necessary to preserve the appearance of such landscaping, including complete removal of that landscaping if, in the opinion of Memory Lawn Memorial Park, it should become unsightly.

70. No person shall remove any plant or flower, either wild or cultivated, from any part of Memory Lawn Memorial Park.

71. Visitors and Owners may not hire Memory Lawn Memorial Park employees nor pay them any monies to perform any services.

72. Memory Lawn Memorial Park grounds are sacredly devoted to the burial of the human dead, and 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 these Rules and Regulations.

73. No person or persons, other than law enforcement authorities or cemetery security personnel, shall be permitted to bring or carry firearms within Memory Lawn Memorial Park, except a military honor guard, and then only when in the charge of a military officer or non-commissioned officer and during a military service, and upon prior approval of the cemetery.

OUTER BURIAL CONTAINERS, MEMORIALS, FOUNDATIONS & INSTALLATION

74. In order that the improvements and appearance of Memory Lawn Memorial Park be kept uniform, the cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all outer burial containers, memorials and foundations which are placed in Memory Lawn Memorial Park.

75. The specifications for outer burial containers, memorials and foundations prescribed by Memory Lawn Memorial Park are filed in the office of the cemetery and will be furnished upon request. All outer burial containers, memorials and foundations placed in Memory Lawn Memorial Park must be in accordance with the specifications of the cemetery then in effect. Written approval by an authorized representative of Memory Lawn Memorial Park must be

secured before any outer burial container, memorial or foundation may be placed or constructed in the cemetery. Memory Lawn Memorial Park reserves the right to reject and prevent the placement or construction of any outer burial container, memorial, foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the cemetery then in effect. Memory Lawn Memorial Park also reserves the right to specify the date and time for any installation by a contractor.

76. No outer burial container, memorial or foundation shall be placed on or removed from Memory Lawn Memorial Park without the prior written authorization of the Owner of the particular Interment Space, and the deceased's next-of-kin or their respective authorized representative(s), except if and to the extent necessary for purposes of routine maintenance and landscaping. This rule applies to the cutting of inscriptions, cleaning of memorials and the installation or removal of anything from a lot.

77. All cemetery charges and fees for Interment Rights, memorials, perpetual care, memorial installation inspection fee and other applicable charges and fees must be paid in full before any memorial or foundation may be placed on any Interment Space within Memory Lawn Memorial Park. Any memorial which is placed prior to full payment of all such charges may be removed by Memory Lawn Memorial Park, at the Owners expense, if full payment is not made within ten days of demand thereof.

78. In the event an outer burial container, memorial or foundation or other object is placed or constructed in the cemetery without the authorization of Memory Lawn Memorial Park and other appropriate persons provided herein, the cemetery reserves and shall have the right, at the Owner's expense, to remove any unauthorized outer burial container, memorial, foundation or other object.

79. Memory Lawn Memorial Park reserves and shall have the right to correct any error that may be made in the location of an Interment Space or placing of an outer burial container, memorial, foundation, or other embellishment within the cemetery. Memory Lawn Memorial Park shall also have the right to correct any inscription errors, including an incorrect name or date either on a memorial, nameplate, urn, or other item. Memory Lawn Memorial Park shall have no liability as a result of any error of the type described in this section, other than the obligation to correct it.

80. Memory Lawn Memorial Park's obligation in the event of defective workmanship or defective materials furnished or performed by the cemetery, in connection with outer burial containers, memorials or foundations, or the installation thereof, shall be limited to replacement, repair or correction of such materials or installation.

81. Certain portions of Memory Lawn Memorial Park have been restricted to designated types of memorials. Information concerning memorials, memorial structures, memorial specifications and other embellishments is available in the cemetery office.

82. Memory Lawn Memorial Park reserves the right to prohibit the placement of memorial benches or to restrict such benches to certain areas of the cemetery. No bench may be placed

which, in the opinion of Memory Lawn Memorial Park management, is unsightly or injurious to the appearance of the surrounding area. Every bench shall have a suitable foundation and meet the specifications on file in the cemetery office. Memory Lawn Memorial Park reserves the right to remove any bench which does not comply with this section.

83. Only one memorial may be placed on any one Interment Space, except with the express written permission of an authorized representative of Memory Lawn Memorial Park. No memorial may be placed to embrace two or more Interment Spaces except as may be specifically authorized by the cemetery. The name and inscription on each memorial must correspond with the legal name of the deceased interred in the Interment Space or memorialized on that Interment Space where there is no interment. All memorials shall be set on uniform lines as prescribed by Memory Lawn Memorial Park, to conform to the general plan of the cemetery.

84. If any memorial, structure, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by Memory Lawn Memorial Park to be offensive or improper, the cemetery reserves and shall have the right to (a) refuse to authorize the placement of such memorial or object; or (b) if already in place, Memory Lawn Memorial Park shall have the right to remove, change or correct, at the Owner's expense, any such offensive or improper memorial, object or inscription.

85. Should any memorial become unsightly, dilapidated or a nuisance, Memory Lawn Memorial Park shall have the right to repair the memorial or, at its option, to remove and replace same. The cost of any repair, removal or replacement shall be paid by the Owner of the Interment Rights.

86. Except as otherwise provided herein, no memorial may be removed from an Interment Space within Memory Lawn Memorial Park, without the prior written consent of the Owner and next-of-kin of the deceased, or their respective authorized representative(s). Any such removal shall be made in accordance with the applicable requirements of Memory Lawn Memorial Park relating to the installation and removal of memorials.

87. All ground interments made within Memory Lawn Memorial Park shall require an outer burial container meeting the cemetery's specifications, which are on file in the cemetery office.

88. All applicable cemetery fees relating to outer burial containers and outer burial container installation must be paid prior to the installation of any outer burial container in the cemetery unless Memory Lawn Memorial Park has specifically agreed otherwise in writing. A schedule of the current cemetery fees is available in the cemetery office.

89. Memory Lawn Memorial Park has established installation requirements for the installation of outer burial containers, memorials and foundations, and all installations performed within the cemetery must fully comply with these requirements. Memory Lawn Memorial Park specifications and installation requirements are on file and available in the cemetery office.

90. There shall be submitted to Memory Lawn Memorial Park for approval, a blueprint, sketch or other adequate description of each outer burial container, memorial or foundation specifying

material, size, inscription, name of manufacturer and style number prior to receiving authorization to place any outer burial container, memorial or foundation within the cemetery. If any outer burial container, memorial or foundation is a standardized production item of the same type, style and material, it shall only be necessary to submit the required information to Memory Lawn Memorial Park once for approval.

91. Memory Lawn Memorial Park reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations have not been made, or when tools and machinery are insufficient or defective, or when work is being executed in such a manner as to threaten life or property, or when any reasonable request on the part of the cemetery has been disregarded, or when work is not being executed according to Memory Lawn Memorial Parks' specifications and installation requirements.

92. Memory Lawn Memorial Park reserves and shall have the right to inspect the completed installation of any memorial, memorial foundation or outer burial container performed by contractor(s) and determine that the installation was performed completely and in accordance with the cemetery's specifications and installation requirements. If Memory Lawn Memorial Park determines that the installation was not completed or properly performed, it shall notify the contractor and require that any deviations from the specifications and installation requirements of the cemetery be expeditiously corrected. If any deviation is not immediately corrected, Memory Lawn Memorial Park may make such corrections and charge the Owner for such remedial work. If it is not possible or practical to correct the deviation, Memory Lawn Memorial Park may, at its discretion, remove the installation. Any contractor who willfully violates the Rules and Regulations, specifications or installation requirements of Memory Lawn Memorial Park shall be prohibited from performing any further work in the cemetery.

93. Memory Lawn Memorial Park shall not be responsible for any defects in material or defects in workmanship, errors or omissions relating to outer burial containers, memorials or foundations purchased from and/or installed by persons or entities other than the cemetery.

94. Prior to performing any work within Memory Lawn Memorial Park, contractor(s) must execute and deliver to the cemetery an Indemnification Agreement in the form prepared by the cemetery. Contractor(s) shall also obtain and furnish to Memory Lawn Memorial Park, prior to making any installations, satisfactory evidence of the following:

(a) Worker's Compensation Insurance and Employer's liability insurance in the amount of at least \$500,000.00.

(b) Automobile liability insurance covering owned, non-owned, borrowed and hired vehicles, in the amount of at least \$1,000,000.00 for each occurrence of bodily injury or property damage (Combined Single Limit Coverage).

(c) Comprehensive general liability insurance covering premises operation, contractual liability, products, and completed operations in the amount of at least \$1,000,000.00 for each occurrence of bodily injury or property damage (Combined Single Limit Coverage).

(d) Cemetery Compliance Bond in the amount of at least \$1,000.00 guaranteeing that work performed by contractor(s) is in accordance with Memory Lawn Memorial Park's Rules and Regulations.

Such insurance shall name Memory Lawn Memorial Park as an additional insured and provide that the cemetery shall be notified thirty (30) days in advance of any cancellations or material changes of said coverage or bond.

Memory Lawn Memorial Park may waive any or all foregoing insurance and bonding requirements upon satisfactory proof, to the satisfaction of the cemetery, of the contractor's financial responsibility.

95. Memory Lawn Memorial Park expressly reserves and shall have the right to inspect the completed installation of outer burial containers, memorials and foundations installed by contractors. An inspection fee shall be paid to Memory Lawn Memorial Park, in advance, for these services in accordance with the fee schedule on file in the cemetery office.

PERPETUAL CARE TRUST FUND

96. The purchase price of all Interment Rights sold and to be sold in Memory Lawn Memorial Park, is subject to an additional charge to be deposited into the Perpetual Care Trust Fund, which amounts are held in trust and invested in accordance with the laws of the State of Texas. Care and maintenance means that, within the limits permitted by the income derived from the Perpetual Care Trust Fund, the cemetery grounds will be maintained and preserved including cutting the grass, and trimming of shrubs and trees at reasonable intervals; the procuring of, maintaining and keeping in good condition the machinery, tools and equipment needed for that purpose and replacing same when necessary; keeping in good repair the drains, water lines, roads, buildings, fences and other structures, including features and embellishments of a general character applicable to the cemetery as a whole or as to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having same available to the public authorities and other interested persons.

97. The care and maintenance of Memory Lawn Memorial Park grounds and improvements thereon is the responsibility of the cemetery under the provisions of a Perpetual Care Trust Fund Agreement. This trust fund, however, does not provide for any special care. Memory Lawn Memorial Park may, at its sole option, provide special care at an Owner's expense. Estimates for any special care will be made by Memory Lawn Memorial Park upon application, and charges for the work must be paid in advance.

98. All care and maintenance performed within Memory Lawn Memorial Park (including, but not limited to, all landscaping, grading or improvement of any kind) shall be performed by the employees of the cemetery under the direction of Memory Lawn Memorial Park, except when permission is otherwise expressly granted, in writing, by the cemetery. Memory Lawn Memorial Park may permit an outside landscaping contractor to perform landscaping services for an Owner, provided such contractor and such work comply with the requirements and specifications

on file in the cemetery office, and provided such work is authorized in writing by Memory Lawn Memorial Park. Any such contractor shall also be required to comply with Section 94 of these Rules and Regulations.

99. Care and maintenance provided under the Perpetual Care Trust Fund does not include maintenance, repair or replacement of any memorial under any circumstance; nor, unless Memory Lawn Memorial Park otherwise elects to effect same, the repair or replacement of buildings, structures or other property when the damage is caused by vandals, thieves, act of God, common enemy, riots, or by order of any military or civil authority, or act beyond the control of Memory Lawn Memorial Park.

100. Expenditures for care and maintenance shall be limited to the income received from the investment of the Perpetual Care Trust Fund, anything herein stated to the contrary notwithstanding. Memory Lawn Memorial Park may, but is not required to, expend such amounts of its general funds as it sees fit to ensure that the proper care and maintenance of the cemetery is maintained.

101. The income from the Perpetual Care Trust Fund shall be expended by Memory Lawn Memorial Park in such a manner as will, in its judgment, be most advantageous to the Owners as a whole and in accordance with the purpose and provisions of the state laws governing the expenditure of such funds. Memory Lawn Memorial Park has full power and authority to appoint an advisory or investment committee or an investment counsel to determine upon what property, for what purpose and in what manner, the income from said fund shall be expended, and it shall expend said income in such a manner as, in its sole judgment, it may deem advisable for the care, construction, reconstruction, repair and maintenance of all or any portion of cemetery grounds and buildings thereon, and it may also expend, if necessary, and permitted by law, a portion of the income for attorney's fees and other costs necessary to the preservation of the legal rights of Memory Lawn Memorial Park.

COMMUNITY AND PRIVATE MAUSOLEUM REGULATIONS

102. No entombment shall be made in any above ground crypt unless the remains of the deceased to be entombed therein have been embalmed; provided however, that Memory Lawn Memorial Park may, in its sole discretion, decide to allow the entombment of unembalmed human remains if the casket containing such remains is placed in an outside container acceptable to the cemetery, which container is constructed and designed to resist the leakage of body odors and fluids. The cost of said container will be the responsibility of the person arranging for the entombment.

103. Mausoleum crypt decorations shall be limited to such decorations as may be placed in permanent vases. The use of decorations which are either placed on the floor, or free standing easels, or on wrought iron stands, or which are attached directly by wire, tape, glue or such other similar method, is strictly prohibited.

104. Except where otherwise expressly authorized by Memory Lawn Memorial Park, any lettering or crypt plaques used on any community mausoleum crypt or niche must be of bronze

material and all fittings, adornments, urns, inscriptions, and nameplates for crypts or niches are subject to approval by Memory Lawn Memorial Park.

105. All remains entombed in mausoleums shall be in a casket or alternative container conforming to the standards as prescribed by Memory Lawn Memorial Park. Memory Lawn Memorial Park may, in its discretion, require that a mausoleum entombment be in a casket or alternative container, or other container approved by the cemetery, which is constructed and designed to be resistant to the leakage of fluids and odors.

CASKETS AND ALTERNATIVE CONTAINERS

106. All ground interments shall be made in caskets or alternative containers. All such caskets shall be constructed from materials of sufficient strength such as steel, stainless steel, cooper, bronze or various woods to support the weight of an adult human body. Alternately, caskets or alternative containers constructed from cardboard, corrugated fiberboard, pressed paper or similar materials may be used if such caskets or alternative containers have been approved by Memory Lawn Memorial Park after receipt of satisfactory proof by the cemetery that such caskets or alternative containers have been adequately tested and shown to be of sufficient strength to support the weight of an adult human body.

MODIFICATIONS AND AMENDMENTS

107. Memory Lawn Memorial Park hereby 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 same at any time. A copy of the Rules and Regulations, and any amendments thereto, shall be made available for inspection upon request at the cemetery office.

108. Circumstances may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. Memory Lawn Memorial Park, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of the Rules and Regulations when, in its judgment, the same is advisable. Any such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.

FLORAL AND LANDSCAPE REGULATIONS

109. Flowers placed on graves shall be in suitable approved sub-surface containers.

109a. A temporary vase will be placed on all unmarked Interment Spaces on the day of the interment. The vase will be left on the Interment Space for (30) thirty days. After the (30) thirty days has expired Memory Lawn Memorial Park may remove the temporary vase without notice.

110. Floral stands, wreath, baskets and other floral tributes which are part of the floral offering at the time of interment will be left for several days. All flowers will be removed when wilted.

111. The placing of vigil lights or candles, boxes, shells, toys, metal designs, ornaments, signs, cards, ads, chairs, vases, glass, wood or iron cases, concrete urns, concrete planter boxes, concrete benches, pictures or any article other than the approved family memorial upon the Interment Space will not be permitted. Memory Lawn Memorial Park reserves the right to remove and dispose of these articles without notice to the Owner.

112. In order to make cemetery maintenance possible, artificial flowers will only be allowed in permanent vases that are integral parts of the family memorial. These flowers will be removed when their appearance, in the opinion of the cemetery, becomes unsightly.

113. During the holiday and special periods listed below, special floral tributes and decorations such as wreaths, potted plants and baskets of flowers are permitted seven (7) days before the holiday until seven (7) days after the holiday. Any special floral tributes and decorations not removed by the family by the end of the holiday period will be removed and disposed of by Memory Lawn Memorial Park.

Easter, Mother's Day, Memorial Day, Father's Day, All Soul's Day, Thanksgiving Day, Christmas Day, St. Valentines Day, New Years Day, Independence Day (4th of July), Birthday of deceased and Anniversary of death.

114. No granite chips, marble chips, gravel, brick, stone, cement or other kinds of artificial walks will be permitted on any Interment Space or around family memorials.

115. Memory Lawn Memorial Park will have the right to fill and level graves and to plant grass on them. All graves must be filled, tamped and finished to the same level as the surrounding ground unless otherwise specified in the Rules and Regulations. All graves will be covered completely with sod. This regulation must be strictly enforced in order to preserve the beautiful park-like appearance of the lawns and grounds as a whole, and to assure the maintenance of the property.

116. Memory Lawn Memorial Park will have the right to remove and not replace already existing trees, shrubs and other plantings that through growth encroach on an Interment Space, become unsightly, diseased or are damaged by accident or weather.

117. The new planting of trees, shrubs, flowers or other plantings will be permitted only with the approval of cemetery management. The care and maintenance of these plantings will be the responsibility of the Owner's and will never be an obligation of the Perpetual Care Trust Fund of Memory Lawn Memorial Park.

118. A charge will be made by Memory Lawn Memorial Park for extra services such as sodding, fertilizing or top-dressing lots or any other special service not included in the Perpetual Care Trust Fund of Memory Lawn Memorial Park. No plantings of any kind will be permitted either around or on top of any Interment Space, around memorials or benches, or in a manner that would constitute a lot enclosure. Any plantings which, in the judgment of cemetery management, are not properly maintained will be removed without notice to the Owner. A charge will be made by Memory Lawn Memorial Park for removing the planting, filling in to

proper grade and re-sodding. All shrubbery will be planted at least two (2) feet from the nearest line of the lot upon which located. All plants brought into Memory Lawn Memorial Park must be inspected and approved by cemetery management before being planted. All shrubs that are overgrown or too large will be removed without notice at the Owner's expense.

119. Photographs, souvenirs, wreaths, flags or other emblems are prohibited in the mausoleums and columbarium. If placed there, Memory Lawn Memorial Park reserves the right to remove them without notice to the Owner.

120. Only dried, silk or cut fresh flowers will be allowed in the indoor areas of the mausoleum, and they must be placed in the niche or crypt vases. Potted plants are allowed only at the time of committal and will be removed with other committal flowers.

MAUSOLEUMS, MONUMENTS, BENCHES AND MEMORIALS

GUIDELINES FOR UPRIGHT MONUMENTS:

121. Owners of Interment Rights have the right to erect on their Interment Space any upright monument which complies with the Rules and Regulations of Memory Lawn Memorial Park, except in sections where upright monuments are not permitted.

122. Because of the extensive detailed regulations enforced by Memory Lawn Memorial Park in the control of the erection, design and material of private mausoleums, benches, upright monuments, and memorials, memorial dealers and Owners are required to submit plans and specifications for written approval of Memory Lawn Memorial Park before entering into any contract of sale, or purchase, or erection with any person or firm.

123. Memory Lawn Memorial Park reserves the right to prohibit erection of and to remove or require removal of any monumental work or memorial which, in the opinion of cemetery management, is offensive or is inappropriate because of material, design, workmanship, size or location, or which may interfere with the uniformity of the surrounding property. Memory Lawn Memorial Park will not be liable for any removal of this nature.

124. No upright monument may be erected on any lot smaller than 76.67 square feet.

125. Upright monuments must be placed so that either side of the monument is not within less than ten (10) inches of the side line of the lot. Upright monuments must be set in the center area of the lot. The above stipulation will be enforced unless written approval is obtained from Memory Lawn Memorial Park management.

126. Bronze on granite memorials as described in these Rules and Regulations may be used in addition to an upright monument, but only one may be placed at the foot of each grave.

127. All charges for memorial installations and foundations will be determined by Memory Lawn Memorial Park and are to be fully paid in advance.

MATERIALS AND CONSTRUCTION OF UPRIGHT MONUMENTS AND STATUARY

128. Upright monuments must be made of granite and statuary must be made of marble or granite of recognized high grade containing no discoloration, flaws, weak spots or artificial coloring. Gold leafing, painting, coloring, enameling, lacquering, gilding, bronzing, highlighting, or application of shadow paints is not permitted. The shading of letters cut into a private mausoleum, bench or an upright monument is allowed. The approved colors range from light gray to black. Any other color must be approved by cemetery management.

SIZES AND SPECIFICATIONS FOR UPRIGHT MONUMENTS AND MEMORIALS

129. The minimum sizes allowed for monuments at Memory Lawn Memorial Park are as follows:

Standard monument spaces: Die (the upright portion of the monument) 4'-0" X 0-6" 1'-10" with the front, back and top surfaces finished with a polished (smooth) or steeled (frosted effect) texture. The wash (the area on the base between the edge of the base and the die should be 0-6" at each end when vases are not used and 1'-0" when vases are used and 0-3" in the front and back. Base (the bottom portion of the monument which rests on ground level and supports the upright portion of the monument) 5'-0" X 1'-0" X 0-6". The maximum width will not exceed 2'-0". All bases must be finished in rock pitched (rough, rock-like) texture on all four sides. The top of the base should be finished with a polished or steeled texture. The bottom of the base will be flat. A maximum margin of 0'-2" will be allowed on the top of the base. No inscription or lettering of any kind is allowed on the base.

The MAXIMUM SIZE allowed for a monument centered on (2) interment spaces at Memory Lawn Memorial Park is as follows:

Standard monument spaces: Die (the upright portion of the monument) 4'-0" length with the front, back and top surfaces finished with a polished (smooth) or steeled (frosted effect) texture. The wash (the area on the base between the edge of the base and the die will be 6" at each end and 0-3" in the front and back. Base (the bottom portion of the monument which rests on ground level and supports the upright portion of the monument) 5'-0" length. The maximum width will not exceed 2'-0". All bases must be finished in rock pitched (rough, rock-like) texture on all four sides. The top of the base should be finished with a polished or steeled texture. The bottom of the base will be flat. A maximum margin of 2" will be allowed on the top of the base. No inscription or lettering of any kind is allowed on the base.

Private Estates: Die (the upright portion of the monument) 5'-0" X 0-8" 2'-2" with the front, back and top surfaces finished with a polished (smooth) or steeled (frosted effect) texture. The wash (the area on the base between the edge of the base and the die should be 1'-0" and 0-3" in the front and back. Base (the bottom portion of the monument which rests on ground level and supports the upright portion of the monument) 7'-0" X 1'-2" X 0-8". The maximum width will not exceed 2'-0". All bases must be finished in rock pitched (rough, rock-like) texture on all four sides. The top of the base should be finished with a polished or steeled texture. The bottom of the base will be flat. A maximum margin of 0'-2" will be allowed on the top of the base. No inscription or lettering of any kind is allowed on the base.

130. Upright monuments with a rustic or rock pitched finish (rock-like texture which may have jagged or protruding parts) as the primary finish must be approved by Memory Lawn Memorial Park. The use of rock-pitch as a primary finish will be reviewed on a case by case basis and is subject to approval by cemetery management.

131. Memory Lawn Memorial Park reserves the right to require bronze dowel pins in all monuments which, in the judgment of cemetery management, should have same.

VASES

132. All vases must have a polished, rock pitched or steeled finish and must be placed so that no part of them are less than 2" from the edge of the monument base. Vases which are for planting purposes, whether they are placed on the monument or as a separate memorial, must be drilled for drainage through the monument base or have a weep hole for drainage provided.

133. Vases must be of the same material as the upright monument.

FLOWER BOXES

134. Flower boxes in connection with an upright monument or open-based upright monument for planting purposes must be approved by Memory Lawn Memorial Park management in advance of placement. Memory Lawn Memorial Park is not responsible for plantings, and will remove such if it becomes unsightly.

STATUARY

135. The minimum height of the statue portion of the monument is 4'-0". The minimum overall height including the base and/or pedestal is 5'-8".

CROSS MONUMENTS

136. The minimum size of the cross portion of the monument is 4'-0" X 0'-6" X 0'-6". The minimum overall height including the base and/or pedestal is 5'-8".

TALL MONUMENTS

137. The minimum base size is 4'-2" X 1'-2" X 0'-6". The minimum die size is 2'-2" X 0'-8" X 4'-6". Add 2" in width for each 12" in height to dies taller than 4'-6". Dies 7'-0" in height must be at least 0'-10" thick. The base should be in proportion. The front and back of the die should be finished is steeled, axed or polished texture. All statuary, cross and tall monuments must be doweled with bronze dowels of a minimum size of 3/4" diameter by 8" in length.

BENCH MEMORIAL

138. The minimum size for a bench memorial is seat: 4'-0" X 1'-2" X 0'-4" , support(s) 3'-8" X 0'-8" X 1'-2" or two (2) each 0'-10" X 1'-2" X 1'-2" , and base 5'-2" X 2'-0" X 0'-4" .

STEPS

139. The minimum tread length is 4'-0", height is 5", surface width is 10" and the minimum buttress thickness should be 6". Add 2" in thickness to the buttress for each 6" to 12" in tread length.

CORNER POSTS

140. All corner posts will consist of a 6" X 6" bronze plaque with the Owner's initial on a 10" X 10" X 4" granite base. The granite base will have a polished top and the sides and bottom sawn smooth.

BRONZE ON GRANITE MEMORIALS

141. Bronze memorials must be mounted on granite bases. The bronze and granite must be of high quality.

142. Granite bases for bronze memorials must be a minimum of 4" thick with the top polished and the sides and bottom sawn smooth. Lettering is not permitted on the granite base.

143. Granite bases must be at least 4" longer and wider to allow for a minimum 2" granite margin.

FOUNDATIONS

144. Foundations will be of concrete and at least as large as the base of the structure to be erected and to a depth necessary to support the structure. Upright monument foundations up to 5'-0" X 1'-6" are to be a minimum of the same surface area of the base and a minimum of 12" deep with a minimum of (2) two 8" diameter X 12" deep piers. Size and depth requirements for private mausoleums, benches and larger upright monument foundations will be furnished by Memory Lawn Memorial Park upon request. All foundations will be reinforced with rebar.

145. All foundations will be installed by Memory Lawn Memorial Park personnel at the Owners expense.

INSTALLATION SPECIFICATIONS FOR PRIVATE MAUSOLEUMS, BENCHES AND UPRIGHT MONUMENTS AND MEMORIALS

146. Contractors or their employees will not be permitted to perform any work at Memory Lawn Memorial Park on Saturdays, Sundays or legal holidays, or before 8:00 a.m. or after 4:00 p.m. on weekdays. No private mausoleum, bench, upright monument or memorial may be brought on the cemetery grounds on Saturdays or the day preceding a holiday recognized by Memory Lawn Memorial Park, nor on any day when the roads or grounds are in a wet or soft condition. At least twenty-four (24) hours notice must be given before any installation is to be performed.

147. Exposed joints of all monuments must be sealed with setting compound and made perfectly tight. Memory Lawn Memorial Park reserves the right to specify all compounds to be used.

148. When setting a private mausoleum, bench or upright monument, no building-up nor underpinning with chips, sprawls, cement or other materials will be allowed. The bottom base or first course of masonry above the foundation must be bedded off to a uniform thickness.

149. Plaster of Paris or lime cannot be used in cement.

150. All anchors, clamps or dowels must be of copper or standard bronze.

151. While a funeral or interment is being conducted nearby, all work of any kind shall cease.

152. Material for erecting work will not be allowed on the grounds until a proper foundation is ready. Contractors must contact Memory Lawn Memorial Park to determine if the foundation is ready before bringing material onto the grounds.

153. All erecting work must be done as quickly as possible, and unused material must be removed as the work is completed. Workmen must not scatter material over adjoining lots or leave material on the grounds any longer than absolutely necessary. Ropes or lines must not be attached to trees, shrubs or other objects at Memory Lawn Memorial Park. No posts or anchors may be sunk in the ground. When heavy equipment is to be moved across the lawns, the contractor will take precautions to protect the grass and surrounding plants.

154. Memorials will be ordered within 21 days after 100% of the cost of the memorial is paid in full; after you have paid in full any memorial setting fees and the Interments Space(s) including perpetual care is paid in full. Flat memorials will be set no later than 15 days of receiving the marker and Upright memorials will be set no later than 25 days, we will inform you in writing no later than the 5th day after the date your memorial was required to be set, the reason for the delay and when the memorial can be expected to be set. All memorials will be set on a uniform line as prescribed by the cemetery.

SLABS

Slabs of concrete, marble, metal or any other material not authorized by Memory Lawn Memorial Park will not be permitted as coverings for graves.