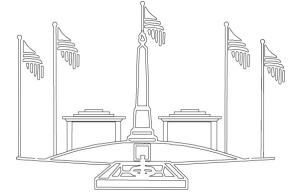




RULES AND REGULATIONS



IVY HILL CEMETERY COMPANY of ALEXANDRIA

as amended and revised 2008

PURPOSE

Ivy Hill Cemetery was established in 1856. It is a non-profit, non-denominational, non-sectarian corporation that has been established as a public service to provide for the needs of the community. These rules and regulations are designed for the protection and benefit of owners of interment rights as a group. They are intended, not as restraining but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect your Cemetery and create and preserve its beauty. These rules and regulations are hereby adopted as the rules and regulations of the Cemetery, and all owners of interment rights, visitors, vendors, contractors and all other persons within the cemetery for any and all reason or purpose shall be subject to said rules and regulations and such amendments or alterations thereof or additions thereto as shall be adopted by the Cemetery from time to time. The reference to these rules and regulations in the document conveying the interment rights shall have the same force and effect as if set forth in full therein. All previous Rules and Regulations are rescinded by the adoption of these Rules and Regulations.

All persons within the Cemetery grounds shall use only the 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, and The Cemetery shall not be liable for any injuries sustained by any persons violating this rule.

The Cemetery shall take reasonable precaution to protect Owners, and the property rights of Owners, within The Cemetery, from loss or damage, but The Cemetery shall not be liable for damage or injury to any person or property in The Cemetery, except for its own willful misconduct or gross negligence. The Cemetery distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially from damage caused by the elements, an act 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, or buying property therein, are mere licensees and assume every and all risks.

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, the 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 of the necessity for the replacement, repair, resetting or reconstruction thereof to the owner of the lot as shown on its records by depositing the same in the United States mail addressed to such owner at his address appearing on its books. In the event such owner fails to replace, repair, reset or reconstruct the same within a the period specified in said. notice, the Cemetery may at is discretion enter the said lot, cause the same to be repaired, reset or reconstructed, and charge the expense thereof against such owner, but nothing herein contained shall obligate the Cemetery to render any such service

REVISIONS, MODIFICATIONS AND AMENDMENTS

Owners are subject to the rules and regulations of the Cemetery in force at the time of the purchase or thereafter to be made by the Cemetery and every purchaser buys subject to such rules and regulations then in force or those made thereafter.

The Cemetery may, and it hereby expressly reserves the right, at any time or times, with or without notice to Owners, to adopt new rules and regulations, or to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these rules and regulations.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of the rules and regulations when, in its judgement, the same appears advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of each.

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DEFINITIONS

IVY HILL CEMETERY: *The term "Ivy Hill or Ivy Hill Cemetery" shall mean the Ivy Hill Cemetery Company of Alexandria, Alexandria, Virginia.*

MANAGEMENT: *Shall mean the person or persons duly appointed by the Board of Directors of the Ivy Hill Cemetery for the purpose of conducting and administering the Cemetery.*

OWNER: *Shall mean the owner of rights of interment in a specific **Section, Lot and Site or Niche**. The owner does not own physical real property, but rather the right to use, in perpetuity, a specific Site, Sites or Niche for the burial of human remains or inurnment of cremated remains.*

CEMETERY: *Shall mean IVY HILL CEMETERY COMPANY of ALEXANDRIA, its management, or those duly appointed by the cemetery for the purpose of conducting and administering the cemetery. The term "Cemetery" is hereby defined to include a burial grounds for interments.*

INTERMENT: *Shall mean cremation and inurnment, entombment or burial of the remains of a deceased human being.*

INURNMENT: *May mean the placement of cremated remains into a columbaria niche although with cremation there are places where "interment" and "inurnment" are and may be used interchangeably.*

INTERMENT or INURNMENT RIGHT: *Shall mean the purchased right to use a given **site/niche** for one **interment or inurnment**.*

SECONDARY RIGHT: *Shall mean an additional **interment/inurnment right** purchased separately to allow for a secondary **burial/inurnment** (limited to cremations) in an existing **site/niche**.*

INTERMENT or INURNMENT SERVICES: *Shall mean the scheduling and conducting of Funeral Services at the Cemetery.*

SECTION: *Shall mean an area in the Cemetery titled by either a letter (Section R), a number (Section 1, 3-1) or both (Section 5A) that is composed of a group of related lots in a particular area. Term used in identifying and describing the location of specific interment rights.*

LOT/BURIAL SPACE: *Shall mean a group of related sites that have been assigned a specific identification number. The terms "lot" or "burial space" shall be used interchangeably, and shall apply with like effect to one, or more than one, adjoining graves. Term used in identifying and describing the location of specific interment rights.*

DEFINITIONS Continued

COLUMBARIA : *Shall mean a structure or other container placed or constructed within and by the Cemetery; designed for and comprised of niches for the inurnment/interment of cremated remains.*

SITE: *Shall mean a particular space within a lot that is normally of a size to allow for one interment. Term used in identifying and describing the location of specific interment rights.*

GRAVE: *Shall mean a space of ground in the Cemetery used, or intended to be used, normally for the burial of one human remain. Term used in identifying and describing the location of specific interment rights.*

NICHE: *Shall mean a particular space within a Columbaria normally of a size to allow for one inurnment. Term used in identifying and describing the location of specific interment rights.*

CREMAINS: *Shall mean the ashes or particulate remaining after a body has been cremated.*

PERPETUAL CARE: *An antiquated, outdated term meaning the maintenance for all time wherein reality dictates that attempting to warrantee or guarantee anything **for all time (perpetually)** is, at best, misleading. This term ,by convention, was used by the Cemetery in deeds, contracts, certificates and rules and regulations in the past. While Ivy Hill is not required to have or maintain a Perpetual Care Fund it does have, maintain, require and contribute to Endowment Care Funds wherein as long as the cemetery exists with the funds to provide care and maintenance it will provide those services. Where ever and when ever "Perpetual Care " was used it is and has been replaced with , "Endowment Care."*

ENDOWMENT CARE: *Shall mean the care and maintenance of the surface conditions of the lot or sites specified, such as grading, fertilizing, seeding, and, as far as possible, the keeping of said lot clean and in good appearance. The term "care and maintenance" shall in no case be construed as meaning the maintenance, repair or replacement of any gravestones or monumental structures placed or erected upon lots; nor the planting of flowers or ornamental plants, floral arrangements, containers and foundations, nor the maintenance or doing of any special or unusual work in the Cemetery; nor does it mean the reconstruction of any marble, granite, bronze or concrete work on any section or lot, or any portion or portions thereof in the Cemetery, or other buildings or structures caused by the elements, an act of God, common enemy, thieves, vandals, pilferage, strikers, malicious mischief makers, resulting from falling trees, explosions, unavoidable accidents, invasion, insurrection, riots, or by the order or act of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.*

DEED: *An outdated and misused term actually meaning a "Certificate of Ownership" that conveys the right to use a specific location within the Cemetery for interment or inurnment*

DEFINITIONS Continued

MONUMENT: *Shall mean any above grade level grave identification made of stone or stone and bronze that by its size covers more area than that allowed for one interment space.*

MARKER: *Shall mean any above grade level grave identification made of stone or stone and bronze that by its size covers not more area than that allowed for one interment space.*

MEMORIAL: *Shall mean grave identification made of stone, bronze or a combination of both that is set in such a manner that it is flush with the grade of the ground into which it is installed.*

PLANTING: *Shall mean the placement in the ground of any living plant material in a Section, Lot or Site.*

DECORATIONS: *Shall mean the placement of any materials in or upon any Section, Lot or Site that is other than planting or approved grave identification.*

WORK PERMIT: *Shall mean that permit issued by the Cemetery to allow other than Cemetery employees to enter and do work on the grounds. This permit will be issued and signed for daily in the office of the Cemetery upon the completion of the Cemetery forms and requirements (i.e., Cert. of Insurance, Dealer Forms, etc.) and must be visibly displayed in the vehicle while on the Cemetery grounds. Said permit must be returned to the office at the specified time and the Cemetery may require a deposit for this permit.*

VENDOR: *Shall mean any person, group of persons or organization (i.e., Florists, Monument/Memorial Dealers, Stone Masons, Funeral Homes, Vault Companies), except the Cemetery personnel or its agents, that provides any goods or performs any services within the cemetery.*

SECTION 1. INTERMENT/INURNMENT

1. Each Owner is vested with the ownership of interment rights for the sole purpose of interment of human remains or inurnment rights in the case of cremated remains. Under the regulations of the Cemetery these rights cannot be conveyed without the assent of the CEMETERY, nor any use, division or improvements of them be made which the Cemetery prohibits, or may deem improper. The Owner of these rights may dispose of same by will, subject to the conditions that may be contained herein if the cemetery rights are specified in the will by name, section and lot number. If the Owner does not so specify or if the owner dies intestate, only the rights to use the spaces will descend to his or her heirs according to laws of descent on a first come first use basis. There will be no transfer of ownership (sale or assignment) possible.

2. The Cemetery requires, prior to making any interment/inurnment, the payment in full of all charges associated with making said interment/inurnment. Additionally, no interment/inurnment will be permitted or memorial placed in or on any grave/niche not fully paid for except by consent of the Cemetery, and in the event such consent is given, any and all interments/inurnment or memorials placed in or on said location shall be considered as temporary, and no rights shall be acquired by the purchaser until full payment for such rights are made. The Cemetery, further, shall have the right to remove any memorialization that may have been placed.

3. No interment/inurnment will be allowed except by the written authority of the owner of the right where the interment is to be made or someone representing themselves as the agent or representative of the owner. The person so representing himself must, in the written authority, certify and represent that in this capacity they have the authority to make this authorization and they accept the responsibility and liability therefor, and further agree to hold the Cemetery harmless from any liability on account of said authorization and disposition. The Cemetery reserves the right to refuse interment/inurnment in any site or niche, and to refuse to open any space for any purpose, except on written application by the lot owners of record on forms provided by the Cemetery and filed in the office of the Cemetery.

4. When instructions regarding the location of an interment/inurnment space in a site or niche cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the Manager, may in his discretion, open it in such a location in the lot as he deems proper, so as not to delay the funeral; and the Cemetery shall not be liable in damages for any error or change so made.

5. The Cemetery shall not be held responsible for any mistake occurring from the lack of precise and proper instructions as to the particular space, size and location where an interment/inurnment is desired.

SECTION 1. INTERMENT/INURNMENT continued

6. The Cemetery shall in no way be held liable for any delay in the interment /inurnment of remains where a protest to the interment/inurnment has been made, or where the rules and regulations have not been complied with; and further, the Cemetery reserves the right, under such circumstances, to require that the remains be placed in storage until the rights of the parties making the protest have been determined or compliance with the rules and regulations has been achieved. The Cemetery shall not be liable for any damages or cost of said storage. The Cemetery is under no duty to recognize any protests of an interment/inurnment unless they are in writing and filed in the business office of the Cemetery.

7. A casket may not be opened at any time within the Cemetery without the express permission (and in the presence) of the Management. The Management reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the legal representative of the deceased or without a Court Order.

8. The Cemetery requires, for human remains, the use of a vault, grave liner or concrete box. **Embalming is required when anything other than a sealed vault is used.** Only concrete boxes, grave liners or vaults approved by the Cemetery will be permitted to be used.

9. The Cemetery reserves a lien on each lot, part of a lot, or niche for any unpaid money whatever after it has become payable or in arrears from any cause whatever, and may prevent any interment/inurnment, disinterment, removal, or memorialization installation until such arrears be fully paid. The Cemetery reserves the right to sell any unused portions to cover the arrears if no action is taken to eliminate them. The Cemetery also reserves the right to require that any old annual care lots be placed under Endowment Care prior to use of any interment space within that lot.

10. No double depth standard interments will be made. A second interment may be made in a site if one or both of the interred are cremations and a secondary interment right has been purchased. A secondary inurnment may be made in a niche, where permitted, where a secondary inurnment right has been purchased and the container sizes allow both to be placed in the niche. The Cemetery assumes no responsibility or liability for the attempted use of an urn where the size and shape of urns will not fit collectively together into the specified niche dimensions. It is the owner/responsible parties responsibility to have cremains placed in a suitably sized urn or urns for inurnment in the interior dimensions specified.

11. No disinterment/removal will be allowed except by the written authority of the next of kin and the written authority of the owner of the rights in which the interment/inurnment is made. The executor of this authority must, in the written authority, certify and represent that in this capacity they have the right to make this authorization and accept the responsibility and liability therefor, and further agree to hold the Cemetery harmless from any liability on account of said authorization and disposition; except by order of court, when a proper receipt for the remains must be given. The Cemetery shall exercise reasonable care in making a removal or disinterment but it shall assume no liability for damage to a casket, vault, liner, burial case or urn in making the removal or disinterment.

SECTION 1. INTERMENT/INURNMENT continued

12. Removal of a body or cremated remains so that the rights may be sold, where removal could be contrary to the expressed or implied wish of the original lot owner, is absolutely forbidden.

13. The Cemetery may exchange interment/inurnment rights when desired by Owners but not for interment/inurnment rights of lesser value. When such an exchange is made the original conveyance must be surrendered by proper assignment, or by reconveyance, if considered necessary, before any change is effected .

14. No vehicles are permitted to pass a funeral procession. Funerals on reaching the Cemetery will be in the charge of the General Manager, Manager, Superintendent or their assistants.

15. Besides being subject to these rules and regulations, all interments, inurnments, disinterments and removals are made subject to the orders and laws of the Federal Government, the Commonwealth of Virginia and the City of Alexandria in which the Cemetery is located.

16. The Work Permit requirement is waived in the case of Funeral Directors and their vault companies; however, the Certificate of Insurance and all other requirements are still in force.

SECTION 2. INTERMENT/INURNMENT SERVICES

1. The Cemetery requires coordination and scheduling of all funeral services at the Cemetery. The Cemetery must be contacted **PRIOR** to the scheduling of any services to make sure that the time and day have not been scheduled for another service. The requirement of schedules is also to see that the Cemetery does not have other funeral services scheduled that would not allow sufficient preparation time for another service. **The minimum amount of notification that is required for the coordination, scheduling and preparation for service is 12 regular scheduled operating hours excluding those hours required to conduct other funeral services.** The Cemetery reserves the right to (a) not accept the scheduling or require a change in the time, (b) charge for additional labor or overtime.

2. Weekdays the Cemetery personnel and equipment can normally support only one funeral service in the morning and one funeral service in the afternoon with a minimum separation of three hours. Every attempt will be made to accommodate the desires of the rights owners and their families. When possible the Cemetery will attempt to handle additional services but this may necessitate additional charges and/or setup equipment and services be arranged for by the funeral home from their vault company, the cost of which is not chargeable to the Cemetery.

3. All Saturday services are required to arrive before noon and will have an additional charge for overtime added to the fee.

4. Late arrival charges, the Cemetery may add an additional overtime/late fee for funeral services arriving at the cemetery 45 minutes after its scheduled arrival time.

5. The Cemetery will schedule **NO FUNERAL SERVICES** on Saturday afternoon, Sundays or on Federal, State or local holidays. These days are not regularly scheduled working hours.

6. Additional charges may be added to the interment/inurnment fee when Markers, Monuments, Memorials and/or plant materials placed within the area of the owned interment/inurnment rights have to be moved in order to gain access to, or set up the interment/inurnment service. An additional charge may be added when overtime hours are necessary or have been used in counting the 12 regular working hours notice.

7. The Cemetery requires, prior to making any interment/inurnment, the payment in full of all charges associated with making said interment/inurnment.

8. In allowing the placement of monuments, markers, memorials and the like, the Cemetery must reserve the right to enter a lot/niche or lots/niches, without notification, and move said items out of the way to gain access to lots or niches for the purpose of making the necessary interments/inurnment in the lot/niche. The Cemetery will, as soon as possible, subject to weather and time availability, restore the said moved items to their correct position. All care will be taken in the movement of said items to insure against damage but the Cemetery assumes no responsibility or liability.

SECTION 2. INTERMENT/INURNMENT
SERVICES continued

9. Plant material may have to be removed to gain access to lots for opening of a grave or graves. The Cemetery will, without notification to owners of said lots or materials, remove and attempt to replant the original materials after completion of the maintenance or opening. The Cemetery in so doing will attempt to restore things to their original appearance but assumes no responsibility for such plant materials and their survival.

SECTION 3. WORK PERMIT

1. The Cemetery requires a Work Permit for all work performed in the Cemetery except by Cemetery personnel or its agents. Vendors (i.e., monument dealers, florists, landscapers, etc.) entering the Cemetery grounds to perform work after being issued a work permit become authorized. No unauthorized vendors will be permitted on the grounds. Except for Cemetery personnel or its agents, the Cemetery requires that all other persons or vendors performing work within the Cemetery have the written order of consent of the lot holder or representative and are required to obtain and display a permit issued by the cemetery.

2. This rule applies, but is not limited to, the gathering of information for commercial purposes, as to size, color, type of plant or flower, obtaining a rubbing or photographs pursuant to the matching of memorialization, inscriptions or plant material, the cutting of inscriptions, installation of foundations, the setting of or cleaning of monuments, markers or memorials and to planting or placing of flowers, plant materials and decorations or to the pruning or removal of any plant material or decoration.

3. Commercial Vendors upon entering the Cemetery are required to come into the office to sign for and pick up a Work Permit. The cemetery requires that all outside commercial vendors provide Ivy Hill Cemetery with Liability and Workers' Compensation Insurance Certificates. The certificates must show evidence of at least \$1,000,000 comprehensive general liability, \$1,000,000 vehicular liability and a minimum \$100,000/\$300,000 workers' compensation coverage. Commercial vendors should contact the Cemetery office to determine any changes in the minimum amounts of insurance required by the Cemetery. This certificate must be updated at least yearly by the dealer's insurer when policies are renewed or cancelled.

4. Prior to commencing any work, the appropriate forms and certificates must have been completed and filed in the office. A work permit can then be obtained and must be displayed in the vehicle window while on the Cemetery grounds. The Cemetery may require a deposit for this permit and requires said permit be returned to the office at a specified time.

5. The Permit must be displayed in the window of the Vehicle at all times and cemetery personnel may check for same and ask any Commercial Vendor to go to the office and obtain a Permit or to leave the cemetery. Failure to comply will constitute trespass and may be dealt with accordingly.

6. All earth, rubble, excess sand, trimmings or rubbish of any kind created or accumulated by the Work Permit holder must be removed by them from the Cemetery not placed in the Cemetery trash or disposed of within the Cemetery in any manner.

7. The Cemetery may require the inspection of the work performed to determine if the job has been completed in a satisfactory manner and in accordance with the Rules and Regulations. Failure of this inspection or not returning the permit as specified could cause forfeiture of the deposit and may result in the future denial of requests for a permit.

8. All work and other activities must cease in nearby areas when a funeral service is in progress.

SECTION 4. IDENTIFICATION Marking of Graves
Subpart A. General:

1. Ivy Hill is dedicated to long range preservation of the Cemetery grounds as an attractive, reverent setting for the sacred burial of the deceased. Accordingly, certain sections of the Cemetery are restricted as to the use of monuments, markers or memorials to ensure uniformity and continuing aesthetic appeal. *As the result of changes in the design of special areas, features or structures in the cemetery there may be very specific and special rules governing the identification used in the marking of interment/inurnment information and locations.* Information as to the rules for every location in the Cemetery must be obtained at the office, and all persons concerned must contact the Management BEFORE placing an order for such material or services.

2. The Cemetery requires a Work Permit for all work performed in the Cemetery except by Cemetery personnel or its agents. Vendors (i.e., monument dealers, florists, landscapers, etc.) entering the Cemetery grounds to perform work after being issued a work permit become authorized to perform only the work specified when obtaining the permit. No unauthorized vendors will be permitted on the grounds. Except for Cemetery personnel or its agents, the Cemetery requires that all other persons or vendors performing work within the cemetery have the written order of consent of the lot holder or representative and are required to obtain and display a permit issued by the cemetery.

3. The Cemetery, in the case of Monument and/or Memorial dealers, allows that if said selling dealer is located outside a 35 mile radius of the Cemetery, they may sub-contract their in cemetery work to an authorized dealer. The selling dealer is responsible to provide all forms, signatures, authorizations as well as insurance coverage for themselves and any and all sub-contractors.

4. The Cemetery reserves without limitation the right to approve all monuments, memorials, markers, tombs, etc. The requirements for approval will be based on, but not limited to, good design, an effort to avoid undue and monotonous duplication or excessive contrast with surrounding installations. Due to changes made from time to time in the type of monuments, markers or memorials permitted in various sections, it is required that Owners consult the Cemetery **BEFORE** orders are placed with memorial dealers, in order to comply with rules governing the type permitted in certain sections. Rules governing the erection of memorials are strictly adhered to and the Cemetery publishes an addendum to the RULES AND REGULATIONS further detailing said rules. This addendum is hereby made a part of the RULES AND REGULATIONS. This document is titled: **REQUIREMENTS /REGULATIONS /SPECIFICATIONS FOR THE SALE AND INSTALLATION OF MARKERS, MONUMENTS AND MEMORIALS BY AUTHORIZED DEALERS.**

5. The Cemetery reserves without limitation the right to remove all monuments, memorials, markers, tombs, etc that have been placed anywhere in the Cemetery in violation of any of the provisions of the rules and regulations.

6. In allowing the placement of monuments, markers, memorials and the like, the Cemetery must reserve the right to enter a lot or lots, without notification, and move said items out of the way to gain access to this or adjoining lots for the purpose of making the necessary interments in this or other lots. The Cemetery will as soon as possible, subject to weather and time availability, restore the said moved items to their correct position. All

Subpart A: General continued

care will be taken in the movement of said items to insure against damage but the Cemetery assumes no responsibility or liability.

7. Monuments and markers are the personal property of the individuals who purchase them. Cemetery insurance does not cover privately owned monuments or markers, and damage to same as the result of vandalism and acts of God are the responsibility of the individual owner.

8. However in the case of vandalism, and those responsible for same are found out, the Cemetery will pursue whatever means are available to recover damages caused to the Cemetery by this vandalism. These damages include but are not limited to the cost of removal or the immediate and necessary repair and loss of time since the Cemetery cannot perform the necessary and required maintenance and services and cannot maintain the general good appearance of the Cemetery. The Cemetery reserves the right to assume an automatic **ASSIGNMENT OF CLAIM** to recover any additional costs of repairs or replacement of damaged personal property that has been placed in the Cemetery and for the lost time and costs incurred in so doing. The individual owner of said personal property may revoke this assignment by paying the Cemetery for the damages, repairs and lost time that were immediately necessary to restore the Cemetery. This personal property owner is then free to contract with anyone of their choosing for further repair or replacement and of course to individually recover whatever they can directly from the vandal or vandals.

9. Memorials sold by the Cemetery or those placed by authorized dealers that have care provisions have limited coverage for damage and vase theft.

10. Work shall not be done on any lot except by employees of the Cemetery or its agents, without the written order of consent of the interment right holder or representative and a work permit obtained from the office. This rule applies to the cutting of inscriptions, installation of foundations, the cleaning or setting of monuments, markers or memorials.

11. All persons are strictly warned not to write upon, deface, or in any way mar or injure any monument, marker, memorial, vault, or other structure within or belonging to the Cemetery.

12. No vehicles are permitted to pass a funeral procession, and at no time are vehicles permitted off paved or gravel roadways. Heavily loaded vehicles are not permitted on the Cemetery roads except by permission of the General Manager, Manager or Superintendent and must travel on such roads as he may designate and never on any of the lawns.

13. All earth or rubbish accumulated by owners of lots, or their agents, must be carefully removed by them from the lot and Cemetery.

14. No wooden, stone or cast-iron bench or chair, or any wooden or wire trellis, shall be permitted to be brought upon the grounds.

15. The Cemetery is not responsible for theft or damage to anything placed on graves or lots except for the limited care of Bronze memorials.

Subpart A: General continued

16. No enclosure of any kind, such as a fence, coping, hedge, planting or ditching, nor the gathering together of stones, rocks, bricks, or the like to form a barrier shall be permitted around any grave, lot, marker or plant. Grave mounds will not be allowed and no lot shall be raised above the established grade.

17. Corner markers will no longer be allowed in any Sections in the Cemetery other than those that are now in place or those that may be furnished by the Cemetery to number the Sections.

18. Individual vases that are not part of the monument or marker shall no longer be installed in the Cemetery.

19. For the period of March 1st to December 1st of each year only cut flowers or potted plants that can be removed and disposed of are permitted, with the exception of artificial arrangements in containers wholly within the structure of the memorial except during the mosquito season . **During the mosquito breeding season no vases or containers may be left in a manner that may become a mosquito breeding ground. All vases and containers are subject to being emptied, the vase or container inverted or removed for disposal weekly along with the contents.**

SECTION 4. IDENTIFICATION Marking of Graves
Subpart B. Stone

1. The Cemetery shall not permit the installation of any structure that would interfere with the general good effect of the grounds or obstruct the view or cause annoyance to adjoining Owners, or to use tablets or ledgers which cover a major portion if not all of the interment space so as to prevent maintenance equipment from having access to the lot itself or to adjacent lots.

2. Individual markers shall not exceed 3 feet 2 inches in height, 2 feet 6 inches in length or 1 foot 6 inches in width.

3. Monuments without the express permission of the Cemetery, shall not exceed 4 feet in height, 4 feet 6 inches in length or 1 foot 6 inches in width. The Cemetery will require a reduction of 6 inches in the height and length of monuments where placement is limited or intended to be for 2 sites.

3a. Low Monuments shall not exceed 1 foot 10 inches in height, 2 feet 6 inches in length for individual or 3 feet 10 inches for double, and for all not more than 1 foot 6 inches in width.

3b. Small Monuments shall not exceed 2 feet 8 inches in height, 2 feet 6 inches in length for individual or 3 feet 2 inches in height, 3 feet 10 inches in length for double, and for all not more than 1 foot 2 inches in width.

4. No marker or monument shall be installed until the space to be used for said marker or monument is paid for in full.

5. No marker or monument sold by the Cemetery will be caused to be manufactured until receipt of one-half of the funds due, and said marker or monument will not be installed until the receipt of the balance due.

6. Granite corner posts, where they are permitted, must be cut and set so as not to encroach on adjoining areas, and, if allowed, must now be level with the ground. Should the Cemetery for any reason have to remove said corner posts it reserves the right to reset same level with the ground.

7. Corner markers will no longer be allowed in any Sections in the Cemetery other than those that are now in place or those that may be furnished by the Cemetery to number the Sections.

8. Individual vases that are not part of the monument or marker shall no longer be installed in the Cemetery.

9. In the event a monument or marker is placed where it is necessary to remove it for an interment an extra charge will be made in addition to the cost of the interment.

10. The Cemetery must retain control of all installations of foundations, making certain that all work is properly laid off, placed and completed. A published fee based on cents per square inch of the size of the base of the monuments or markers shall be paid by the owner or contractor in advance of installation to cover labor, material, clerical, bookkeeping, depreciation of equipment, taxes on payroll, compensation insurance, general overhead and all other expenses pertaining thereto.

11. The Cemetery shall have the right to require that proper location information be incorporated in any monument, marker or memorial. An example would be 3-1, 26, 1-4 or R,144,3. This will have to be cut or cast into the monument, marker or memorial where specified or approved by the Cemetery.

12. Monuments and markers are the personal property of the individuals who purchase them. Cemetery insurance does not cover privately owned monuments or markers, and damage to same as the result of vandalism and acts of God are the responsibility of the individual owner.

13. The Cemetery requires a Work Permit for all work performed in the Cemetery except by Cemetery personnel or its agents. Vendors (i.e., monument dealers, florists, landscapers, etc.) entering the Cemetery grounds to perform work after being issued a work permit become authorized. No unauthorized vendors will be permitted on the grounds. Except for Cemetery personnel or its agents, the Cemetery requires that all other persons or vendors performing work within the cemetery have the written order of consent of the lot holder or representative and are required to obtain and display a permit issued by the cemetery. This rule applies, but is not limited to, the cutting of inscriptions, installation of foundations, the setting of or cleaning of monuments, markers or memorials and to planting or placing of flowers, plant materials and decorations or to the pruning or removal of any plant material or decoration. Prior to commencing any work, the appropriate forms and certificates must have been completed and filed at the office. A work permit can then be obtained to display in the vehicle while on the Cemetery grounds. The Cemetery may require a deposit for this permit and requires said permit be returned to the office at a specified time

14. Where minor damage from unknown sources takes place, the cemetery may, where possible, make or arrange some suitable repairs, both as a courtesy to the lot holder and in the interest of maintaining a more attractive appearance.

15. In the case of serious vandalism involving damage to monuments or markers the cemetery will notify the affected lot holders, if addresses are available, and, where possible, will take such temporary measures as necessary to lessen the damage. If lot holders subsequently fail to make permanent repairs, the Cemetery will dispose of the monuments and markers or make repairs and charge the lot owner for same.

16. If however the circumstances as listed above in the case of vandalism occurs, and those responsible for same are found out, the Cemetery will pursue what ever means are available to recover damages caused to the Cemetery by this vandalism. These damages include but are not limited to the cost of removal or the immediate and necessary repair and loss of time since the Cemetery cannot preform the necessary and required maintenance and services and cannot maintain the general good appearance of the Cemetery. The Cemetery reserves the right to assume an automatic **ASSIGNMENT OF CLAIM** to recover any additional costs of repairs or replacement of damaged personal property that has been placed in the Cemetery and for the lost time and costs incurred in so doing. The individual owner of said personal property may revoke this assignment by paying the Cemetery for the damages, repairs and lost time that were immediately necessary to restore the Cemetery. This personal property owner is then free to contract with anyone of their choosing for further repair or replacement and of course to individually recover whatever they can directly from the vandal or vandals.

SECTION 4. IDENTIFICATION Marking of Graves

Subpart C. Bronze

1. The Cemetery has adopted certain regulations to preserve uniform beauty and equality of all bronze memorials. Each memorial must meet the following minimum specifications. The word "Memorial" hereinafter meaning all markers and/or memorials or other bronze allowed by the rules and regulations of Ivy Hill Cemetery Company.

2. Each casting shall be true, free of 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.

3. All letters, numerals, ornamentation and insignia must be hand chased, finely buffed and highlighted.. Background shall be sculptured texture per approved sample in Cemetery Office. Background shall be finished in dark statuary bronze color, secured by entirely chemical means throughout the formation of cuprous oxide and cupric oxide on the background surface. No sulphide finishes or painted pigmented lacquer finishes will be permitted except as specified in Section 4, Subpart C paragraph 20 found on page 14.

4. The Cemetery requires a Work Permit for all work performed in the Cemetery except by Cemetery personnel or its agents. Vendors (i.e., monument dealers, florists, landscapers, etc.) entering the Cemetery grounds to perform work after being issued a work permit become authorized. No unauthorized vendors will be permitted on the grounds. Except for Cemetery personnel or its agents, the Cemetery requires that all other persons or vendors performing work within the cemetery have the written order of consent of the lot holder or representative and are required to obtain and display a permit issued by the cemetery. This rule applies, but is not limited to, the cutting of inscriptions, installation of foundations, the setting of or cleaning of monuments, markers or memorials and to planting or placing of flowers, plant materials and decorations or to the pruning or removal of any plant material or decoration. Prior to commencing any work, the appropriate forms and certificates must have been completed and filed at the office. A work permit can then be obtained to display in the vehicle while on the Cemetery grounds. The Cemetery may require a deposit for this permit and requires said permit be returned to the office at a specified time.

5. Each memorial shall be cast with integral bosses on the back of the marker in locations specified by the Cemetery. These bosses shall be drilled and tapped to receive 3/8" diameter anchor lugs of brass or bronze from 4" to 6" in length, these anchor lugs to be supplied to the Cemetery with the memorial.

6. All owners, or anyone duly authorized to act for or on behalf of any owner, before ordering any memorial must secure from the Cemetery written approval of design, size and lettering style.

7. The bronze alloy shall consist of:

- Not less than..... 87% copper
- Not less than..... 5% tin
- Not less than..... 2.5% lead
- Not less than..... 5% zinc
- All other elements in total not to exceed..... 1%

8. With all bronze markers or memorials not purchased through the Cemetery, the owner offering such marker or memorial for installations must furnish the Cemetery an affidavit of analysis of the specific memorial or marker offered for acceptance by the Cemetery.

9. The Cemetery requires that all bronze memorials be installed on an approved synthetic base or on a granite base. The Cemetery shall have the right to require that proper location information be incorporated in any monument, marker or memorial. An example would be 31,26,1-4 or R,144,3. This will have to be cast into the memorial or cut into the base where specified or approved by the Cemetery.

10. The Cemetery must retain control of all installations, making certain that all work is properly completed. A published fee based on the square inch size of the memorial base shall be paid by the owner in advance of installation to cover labor, material, clerical, bookkeeping, depreciation of equipment, taxes on payroll, compensation insurance, general overhead and all other expenses pertaining thereto.

11. Ivy Hill Cemetery Company sells its bronze memorials with provisions for care of the memorial and includes the cost for this care in the purchase price. This fact makes it economically necessary that a published fee calculated on cents per square inch of the memorial and the base be paid by the owner of any memorial not purchased from the cemetery before installation into a bronze memorial care fund set up by the Cemetery to maintain **all** the bronze memorials.

12. The Cemetery will use a published charge system for the care and /or installation of bronze memorials. The square inch fee is determined by the size of the base used for the memorial.

13. If a memorial is offered to Ivy Hill Cemetery Company by lot owner for installation of such a size that the total fees of installation and care are less than \$250.00, then the minimum charge of \$250.00 will be paid by anyone requesting that such a memorial be installed in the Cemetery.

Subpart C. Bronze continued

14. In order to preserve uniform beauty in sections of the Cemetery that have specific bronze areas, the size of all individual memorials without a vase shall be 24 inches by 12 inches unless specifically approved.

15. All individual memorials with a vase shall be 24 inches by 14 inches unless specifically approved, except that a marker for a child under the age of six (6) years, may be sized down as far as 16 inches by 8 inches.

16. Corner markers will no longer be allowed in any Sections in the Cemetery other than those that are now in place or those that may be furnished by the Cemetery to number the Sections.

17. Individual vases that are not part of and attached to a memorial shall not be installed at any time.

18. All Standard companion or family memorials must be not more or less than 44 inches by 14 inches unless specifically approved.

19. All Standard memorials must be rectangular in shape, be ordered in the dark finish, have oval face lettering when possible and be set on a base.

20. Select Memorial Designs, the Custom, Premium and Classic lines may be ordered in other sizes, and shapes with differing colors, texture and letter styles when specifically approved for designated locations within the cemetery.

21. In order that the Cemetery may render proper service in future years, all markers purchased from any source other than the Cemetery must be accompanied by a statement outlining:

Dealer's name and address
Manufacturer's name and address
Manufacturer's order number

22. No Memorial shall be installed until the space/niche to be used for said memorial is fully paid for.

23. No Memorial sold by the Cemetery will be caused to be manufactured until receipt of one-half of the funds due and said memorial will not be installed on a gravesite/niche until receipt of the balance due.

24. The Cemetery may reserve unto itself the exclusive right to sell and install any and all forms of memorialization/identification on the columbaria niches that it has designed and caused to be placed in the Cemetery to insure the completion of the design effect as intended.

SECTION 4. IDENTIFICATION Marking of Graves
Subpart D. Temporary Marking of Graves

1. Ivy Hill is dedicated to long range preservation of the Cemetery grounds as an attractive, reverent setting for the sacred burial of the deceased. The Cemetery shall not permit the installation of any temporary monument or marker devices or structures that would interfere with the general good effect of the grounds or obstruct the view or cause annoyance to adjoining or other Owners. Accordingly the Cemetery has adopted certain regulations to preserve uniform beauty and equality in the use of temporary identification used to mark grave locations.

2. Only temporary markers or memorials provided by the Cemetery may be used. All other forms of temporary burial identification placed on graves in the Cemetery will be subject to removal.

3. A temporary memorial may be provided by the Cemetery as a service for the identification and location of new unmarked interments where no other pre-existing permanent markers, memorials or monuments are located on the owner's adjacent interment right sites.

4. A temporary memorial may be purchased and placed on any new interment location when there are pre-existing permanent markers, memorials or monuments subject to the same rules and restrictions for temporary memorials.

5. The temporary memorial will normally be ordered at the time arrangements for interment are made at Ivy Hill Cemetery. The marker will be placed within one week of order except in cases of inclement weather or unforeseen shipping delays.

6. The temporary memorial will normally remain on the grave for a period of no longer than 120 days from the date of marker placement. The Owner may remove and keep the temporary memorial at that time.

7. If after 120 days the Owner has not removed the temporary memorial the Cemetery will remove and dispose of the marker. Ivy Hill Cemetery may waive the 120 day limit in instances of inclement weather.

8. The information on the temporary memorial marker will be limited to four lines:

- A. Name of the deceased
- B. Art Work
- C. Date (Birth - Death)
- D. Section, Lot & Site; Ivy Hill

9. For the convenience of the Owner where we have a permanent marker, memorial or monument on order the temporary memorial may remain beyond 120 days when placed on the foundation of the ordered item until the time of its delivery and installation.

10. In the event that the temporary memorial for some reason must be replaced the cost of the replacement memorial will be assumed by the Owner.

SECTION 5. DECORATIONS

1. For the period of March 1st to December 1st of each year only cut flowers or potted plants that can be removed and disposed of are permitted, with the exception of artificial arrangements in containers wholly within the structure of the memorial except during the mosquito season . **During the mosquito breeding season no vases or containers may be left in a manner that may become a mosquito breeding ground. All vases and containers are subject to being emptied, the vase or container inverted or removed for disposal weekly along with the contents.**

2. The placing of glass and plastic boxes, unauthorized permanent containers and/or floral designs, shells, toys, metal designs, ornaments, chairs, benches, settees, vases, glass, wood or iron cases or any other ornament or item, including foil covered pots and jars, upon lots shall not be permitted. If placed, the Cemetery reserves the right to remove same without notice.

3. Anyone wanting to have flower containers on the lot during the period of March 1st through December 1st for convenience must have an approved permanent type of container part of, mounted on, or inset in the stone so that when not in use they may be out of the way for maintenance of the lot.

4. No flower baskets are permitted except at the time of interment services or with special approval for specific occasions with limited duration.

5. The Cemetery Company reserves the right to remove dead or dying cut flowers, potted plants, or artificial flowers or arrangements of the same, and their containers or holders, whenever the Company deems necessary for **mosquito breeding prevention** or ease in maintenance and to clear the grounds of all memorial materials and containers; normally but not limited to the following schedule: Starting approximately 14 days prior to Valentines Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas. During mosquito breeding season the removals may be weekly.

6. All earth or rubbish accumulated by owners of interment rights, or their agents, must be carefully removed by them and deposited at such place as the Superintendent may direct.

7. No wooden, stone or cast-iron bench or chair, or any wooden or wire trellis or the like, shall be permitted to be or be brought upon the grounds.

8. No enclosure of any kind, such as a fence, coping, hedge, planting or ditching, nor the gathering together of stones, rocks, bricks, or the like to form a barrier shall be permitted around any grave, lot, marker or plant. Grave mounds will not be allowed and no lot shall be raised above the established grade.

9. The Cemetery is not responsible for theft or damage to anything placed on graves or lots.

10. The Cemetery shall not be responsible or liable for floral pieces, baskets, or frames in which, or to which such floral pieces are attached.

SECTION 5. DECORATIONS continued

11. The Cemetery policy is that **no grave site may have more than two (2) floral decorations** in place at any one time. An exception to this rule will, of course, be made at the time of interment, at which point all floral offerings from the funeral service will be allowed to be placed on the grave for a reasonable length of time. Additional exceptions to this rule for short term placement may be granted upon request for special occasions.

12. Floral delivery, The Cemetery will place items delivered to the office for placement on interment sites. The cemetery charges a fee for this and the associated removal of the item. The Cemetery will provide lookup and directional information and removal service for placement by others. A fee will be charged for this service.

13. The Cemetery requires a Work Permit for all work performed in the Cemetery except by Cemetery personnel or its agents. Except for Cemetery personnel or its agents, the Cemetery requires that all other persons or vendors performing work within the cemetery obtain and display a permit issued by the cemetery. This rule applies, but is not limited to, planting or placing of flowers, plant materials and decorations or to the pruning or removal of any plant material or decoration. Prior to commencing any work, the appropriate forms and certificates must have been completed and filed at the office. A work permit can then be obtained to display in the vehicle while on the Cemetery grounds. The Cemetery may require a deposit for this permit and requires said permit be returned to the office at a specified time. . Florists, landscapers, etc. entering the Cemetery grounds to perform work after being issued a work permit become authorized. No unauthorized vendors will be permitted on the grounds.

SECTION 6. PLANTING

1. Generally, the following outlines the allowed planting in the Cemetery:

On lots in the old sections of the cemetery where a monument was permitted, paintings may be made on either end of the monument **only**. The lot owner must present to the Cemetery a request to plant and obtain the Cemetery's authorization before proceeding.

In numbered sections of the Cemetery, additional sites may be/or have been purchased to allow for planting of bushes and/or trees. These plantings must also be authorized by the Cemetery to maintain the intended environment.

In sections of the Cemetery requiring memorials that are flush with the ground, or are for the use of individual markers only, **no planting is allowed**.

No plantings are allowed to be in front of or behind any monument, memorial or marker.

As a result of changes made from time to time in the design of the sections of the Cemetery, the rules for planting may vary according to the location of the rights area.

2. The planting of any live shrubs, flowers, or trees on any lot is prohibited except with the approval of the Cemetery; and any such authorization, made on request of lot owners only, will be normally limited to the dwarf variety and the Cemetery assumes no responsibility for any or all plantings under any circumstances. Any plant material is placed at the risk of the owner. Owners have the responsibility of maintaining, trimming, pruning, etc. any plantings authorized for installation by the Cemetery.

- 2a. The Cemetery reserves the right, without prior notification, to remove any and all things placed by anyone on the grounds of the Cemetery, including on an individual grave site, anything that is prohibited by the Rules and Regulations; this includes, but is not limited to, items that require the Cemetery's authorization prior to their placement when there has been no authorization for same.

3. The Cemetery will undertake to maintain, as may be practicable, the planting of trees and shrubs, to preserve and maintain landscape features, but does not undertake to plant or maintain individual plantings or urns.

4. The Cemetery shall not be responsible for any kinds of plantings damaged by the elements, vandals, thieves or by other causes beyond its control. The Cemetery shall have the further authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind from the Cemetery as soon as, in the judgement of the Cemetery, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standard maintained.

SECTION 6. PLANTING Continued

5. Plant material may have to be removed to gain access to adjoining or nearby lots for maintenance or opening of a grave or graves. The Cemetery will, without notification to owners of said lots or materials, remove and attempt to replant the original materials after completion of the maintenance or opening. The Cemetery in so doing will attempt to restore things to their original appearance but assumes no responsibility for such plant materials and their survival.

6. If any trees or shrubs situated in any lot shall by means of their roots, branches, or otherwise become detrimental to adjacent lots or roadways, the Superintendent shall have the right to enter said lot and remove such trees and shrubs, or such parts thereof as he deems proper for the benefit of the Cemetery.

7. The Cemetery requires a Work Permit for all work performed in the Cemetery except by Cemetery personnel or its agents. Vendors (i.e., monument dealers, florists, landscapers, etc.) entering the Cemetery grounds to perform work after being issued a work permit become authorized. No unauthorized vendors will be permitted on the grounds. Except for Cemetery personnel or its agents, the Cemetery requires that all other persons or vendors performing work within the cemetery have the written order of consent of the lot holder or representative and are required to obtain and display a permit issued by the cemetery. This rule applies, but is not limited to, the cutting of inscriptions, installation of foundations, the setting of or cleaning of monuments, markers or memorials and to planting or placing of flowers, plant materials and decorations or to the pruning or removal of any plant material or decoration. Prior to commencing any work, the appropriate forms and certificates must have been completed and filed at the office. A work permit can then be obtained to display in the vehicle while on the Cemetery grounds. The Cemetery may require a deposit for this permit and requires said permit be returned to the office at a specified time.

8. All earth or rubbish accumulated by owners of lots, or their agents, must be carefully removed by them and deposited at such place as the Superintendent may direct.

9. No boxes, shells, toys, discarded glassware, sprinkling cans, receptacles, or similar articles will be permitted on any grave, lot or tree.

10. No trees will be removed unless it is absolutely necessary, as the Cemetery regards its trees as a most valuable asset and every reasonable precaution will be taken to safeguard them.

SECTION 7. General

NOTICE: Special rules, regulations or requirements may have been implemented on or for specific interment/inurnment right locations. These rules may be in addition to, or may supersede, some or all of the rules and regulations set forth herein. These special considerations constitute a modification of the cemetery's rules and regulations, specific to the rights in question, which were agreed to by the parties at the time of purchase, and therefore, constitute a part of the purchase agreement, binding on all parties. These considerations notwithstanding, these rights remain subject to any special rules, regulations or requirements enacted subsequent to their purchase.

1 The Cemetery reserves the right to require any or all persons upon or entering the Cemetery property to properly identify themselves and state their purpose for the visit. Additionally the Cemetery reserves the right to exclude anyone who is not an interment right owner or one of their family members. Further the Cemetery reserves the right to exclude any person or groups of persons, any vehicle or all vehicles from the grounds for any funeral service or special event. Heavily loaded or oversize vehicles (length or width) are not permitted on the Cemetery roads except by permission of the Superintendent and must travel on such roads as may be designated.

2. All persons are strictly warned not to write upon, deface, or in any way mar or injure any monument, vault, or other structure within or belonging to the Cemetery.

3. All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants, or feeding or disturbing the birds, fish or other animal life.

4. All earth or rubbish accumulated by owners of lots, or their agents, must be carefully removed from the Cemetery by them or with permission deposited at such place as the Cemetery may direct.

5. Bringing, consuming or using beer, intoxicating liquors or drugs within the Cemetery is strictly forbidden.

6. No boxes, shells, toys, discarded glassware, sprinkling cans, receptacles, or similar articles will be permitted on any grave, lot or tree.

7. No wooden, stone or cast-iron bench or chair, or any wooden or wire trellis, shall be permitted to be or be brought upon the grounds.

8. The Cemetery is not responsible for theft, damage or removal of anything placed on graves or lots. The Cemetery reserves the right, without prior notification, to remove any and all things placed by anyone on the grounds of the Cemetery, including on an individual site or niche, anything that is prohibited by the Rules and Regulations; this includes, but is not limited to, items that require the Cemetery's authorization prior to their placement when there has been no authorization for same, or any kind of marker, temporary or otherwise not placed by the Cemetery or its agents.

SECTION 7. General continued

Further, any item placed by the Cemetery, its agents, lot owners, their agents or anyone, may be removed if the fee for said item or any monies owed to the Cemetery are not paid in full either at the time of placement or resulting from non-payment of any balance on said item or items. This may include removal of items from a site, niche, lot or columbaria where there are monies due to the Cemetery for the Rights themselves under the provisions of these Rules and Regulations.

9. No person shall be permitted to enter or leave the Cemetery except by the public or private gates, which will be open during such daylight hours as are specified by the authorized Officers of the Cemetery.

10. Any person found on the grounds after dark will be considered a trespasser and is subject to prosecution as such.

11. No enclosure of any kind, such as a fence, coping, hedge, planting or ditching, nor the gathering together of stones, rocks, bricks, or the like to form a barrier shall be permitted around any grave, lot, marker or plant. Grave mounds will not be allowed and no lot shall be raised above the established grade.

12. No signs, notices or advertisements of any kind will be allowed in the Cemetery, unless placed by the Cemetery.

13. No bicycles, motorcycles or mopeds shall be admitted to the cemetery, except such as may be in attendance at funerals, on business or visitation.

14. Speeds of over 15 miles per hour will not be permitted, and **no person shall either ride or drive upon the lawns.**

15. No person will be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.

16. All persons are reminded that the grounds are sacredly devoted to the burial of the dead and that the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the rules.

17. Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of the Ivy Hill Cemetery, is prohibited within the Cemetery.

18. No firearms shall be permitted within the Cemetery other than by an employee of the Cemetery or its agent except by the police or a military guard of honor and then only during a Military Service.

19. It is of utmost importance that there should be a strict observance of all the proprieties due the place, whether embraced in the foregoing regulations or not, as no impropriety will be tolerated.

20. All well-disposed persons will confer a favor by informing the Manager of any breach of proper decorum that may come under their notice.

SECTION 7. General continued

21. With the exception of seeing eye dogs, or the Cemetery's watch dogs, dogs shall not be allowed on the Cemetery grounds or in any of the buildings.

22. The Manager shall fix the opening and closing hours of the Cemetery, Cemetery office and other buildings.

23. The Cemetery reserves the right to forbid and prevent any assembly which it deems improper.

24. The general care assumed by the Cemetery shall in no case mean the maintenance, repair or replacement of any plant material, decoration, marker, monument, tomb, or mausoleum placed or installed upon lots; nor the doing of any special or unusual work in the Cemetery. Nor does it mean the reconstruction of any marble or granite work in any section or lot, or any portion or portions thereof in the Cemetery, caused by the elements, an 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, whether the damage be direct or collateral.

25. The right to enlarge, reduce, replat, abandon or change the boundaries or grading of any part of the Cemetery or of a section or sections; to change, remove or regrade roads, drives or walks; to lay, maintain, operate or alter pipelines, gutters, lakes, drainage, etc., is expressly reserved to Ivy Hill Cemetery as is the right to use Cemetery rights and land not sold to individual owners for cemetery purposes. Additionally, for the purpose of performing work on any lot or other part of the Cemetery including the making of interments, disinterments, excavations for any other purpose, or for repairs or improvements the cemetery reserves the right temporarily to 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 area as quickly as possible.

26. No easement or right of interment is granted to any lot owner in any road, drive, walk or alley within the Cemetery, but such road, drive, walk or alley may be used as a means of access to the Cemetery or buildings as long as the Cemetery devotes it to that purpose.

27. The Cemetery is a non-profit organization, and it reserves the right to refuse admission to any one not a lot owner and to refuse the use of any of the Cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the Cemetery.

28. It shall be the duty of the lot owner to notify the Cemetery of any change in their mailing address. Notice sent to a lot owner at the last address on file in the office of the Cemetery shall be considered sufficient and proper legal notification.

SECTION 7. General continued

29. **BOARD OF DIRECTORS TO DIRECT EXPENDITURES.** The distributions from the care and maintenance funds shall be expended by the Board of Directors of the Ivy Hill Cemetery in such manner as will, in its judgment, be most advantageous to the lot owners, and in accordance with the purpose and provisions of the laws of the Commonwealth of Virginia applicable to the expenditure of such funds. The Board of Directors is hereby given full power and authority to determine upon what and in what manner the monies from said fund shall be expended, and it shall expend said funds in such a manner as, in its sole judgment, it may deem advisable for the care, reconstruction, expansion, repair and maintenance of all or any portion of the Cemetery grounds or structures, and it may also expend said funds for attorney's fees and other costs necessary for the administration, supervision and preservation of the Cemetery property.

30. Gratuities may not be accepted by employees of the Cemetery. No person while employed by the Cemetery shall receive any fee, gratuity or commission, except from the Cemetery, either directly or indirectly. Gratuities may be left at the office for the employees benefit.

31. **Correction of Errors:** The Cemetery reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments or removals, or the description, transfer or conveyances of any interment rights, either by canceling such conveyances and substituting any conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or as may be selected by the Management, or, in the sole discretion of the Management, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such location, the Cemetery reserves, and shall have the right to remove or transfer such remains so interred to such other location of equal value and similar area as may be substituted and conveyed in lieu thereof. The Cemetery shall also have the right to correct any errors made in placing an improper inscription, including an incorrect name or date either on the memorial or on the container for cremated remains.

32. The files, papers, documents, reports, ledgers, maps, lot cards, death cards, correspondence, and other written or electronic or magnetic media containing any of the above maintained by the Management are the sole and exclusive property of the Management and is deemed confidential. Information contained therein is for the exclusive use of the Management and shall not be disclosed without the consent of the written consent of the management.

33. The General Manager, Manager or Superintendent or their designated representative are vested with full police powers to arrest without warrant any offender on or with near the grounds. They are directed to expel from the Cemetery any person disturbing its sanctity by boisterous or other improper conduct, or who shall violate any of the foregoing rules and if necessary to hold such person or persons for the police. This power is recognized and conveyed in part by the **Code of Virginia 19.2-14** which states in part that the Superintendent or other person in charge of any private cemetery shall, for the purpose of maintaining order and enforcing the criminal and police laws of the Commonwealth, or county or city in which such cemetery is situated, have all the powers, functions, duties, responsibilities and authority of a conservator of the peace with in the cemetery over which he (She) may have charge and within one-half a mile around same.

34. The Cemetery may for its security develop, acquire, build or construct one or more places of residence on the grounds or directly adjacent and connected to the Cemetery for the General Manager, Superintendent or such employee and family as the Board of Directors determines is in the best interest of the Cemetery.

35. Making photographs, videos, films or TV programs on the Cemetery grounds or using the Cemetery as a backdrop with out a written permit from the Cemetery is prohibited.

**SECTION 8. SPECIAL RULES, REGULATIONS
OR REQUIREMENTS**

Subpart A. Circle of Honor Columbaria 1 & 2

NOTICE: Special rules, regulations or requirements may have been implemented on or for specific interment right locations. These rules may be in addition to, or may supersede, some or all of the rules and regulations set forth herein. These special considerations constitute a modification of the cemetery's rules and regulations, specific to the interment rights in question, which were agreed to by the parties at the time of purchase, and therefore, constitute a part of the purchase agreement, binding on all parties. These considerations notwithstanding, these rights remain subject to any special rules, regulations or requirements enacted subsequently to their purchase.

The purchase of interment rights in Section 6, Circle of Honor Columbaria, are subject to these SPECIAL RULES, REGULATIONS OR REQUIREMENTS contained herein.

The over all appearance of these columbaria is dependent upon uniformity and consideration of the rights and feelings the other owners in the structure and the cemetery and requires strict compliance.

1. Space limitations:

1a Niche interior dimensions are nominally 11.5 x 11.5 x 11.5 inches. Not more than two cremations interment rights are allowed per space. The number of rights is determined by the terms and requirements at the time of sale. Only one cremation per niche is permitted in niche numbers 1 through 24. Not more than 2 cremations are permitted per niche in niches 25 through 48.

2. Container requirements:

2a. Ivy Hill Cemetery assumes no responsibility or liability for the attempted use of an urn or in the case of two interment rights where the size and shape of urn or urns will not fit individually or collectively together into the specified niche dimensions. It is the owner/responsible parties responsibility to have cremains placed in a suitably sized urn or urns for interment in the interior dimensions specified.

2b. The use of a closed water proof container is required but it may not equal or exceed the niche dimensions. An urn or urn vault is not required but is recommended. The use of a cremation vault is prohibited.

SECTION 8. SPECIAL RULES continued
Subpart A. Columbaria 1 & 2

3. Memorialization Requirements and limitations:

3a. Memorialization requirements for niches 1 through 24 will be limited to the purchase of Matthews International Impact cremation bronze niche plaque, Hunter Green style # 6029632 individual full scroll, provided and/or installed by Ivy Hill Cemetery and attached to the granite covering the niche

3b. Memorialization requirements for niches 25 through 48 will be limited to the purchase of Matthews International Impact cremation bronze niche plaque, Hunter Green style # 6029632 individual full scroll, companion full scroll or companion tri-scroll, provided and/or installed by Ivy Hill Cemetery and attached to the granite covering the niche.

3c. An approved bud vase may be purchased and installed by Ivy Hill Cemetery and attached to the granite covering the niche where specified by the cemetery.

4. Decorations:

4a. Flowers from services at the columbaria will be placed in areas designated by the cemetery. Flowers will normally be removed 3 days after the service.

4b. Nothing may be attached to, affixed on or placed on top of the columbaria in any manner. No, drawings, photo's, personal items of any kind or description are permitted attached or adjacent to the columbaria.

4c. Only approved cut or artificial buds may be used in the bud vases attached to the columbaria (see 3c. above).

4d. No artificial flowers, vases, wreaths, or any kind or planters will be allowed, these items will be immediately discarded. Cut flowers are permitted in designated areas adjacent to the columbaria but will be removed every Tuesday or as needed to keep the columbaria area in a neat and orderly condition.

4e. Christmas wreaths may be placed near the columbaria in designated areas for the 2 weeks preceding Christmas and will be removed no later than the 7th of January.