

**RULES AND REGULATIONS
OF
ROSE LAWN CEMETERY, MOLINE, ILLINOIS
(Reversionary Owner)
as approved by the governing cemetery authority of Rose Lawn Cemetery
January 1, 2024**

For the mutual protection of every lot purchaser in the cemetery, the Reversionary Owner, hereby adopts the following rules and regulations. All property owners and persons within the cemetery, and all interment rights sold, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by Reversionary Owner from time to time; and the reference to these rules and regulations in the contract, deed, or certificate of ownership to lots shall have the same force and effect as if set forth in full therein.

These rules and regulations are designed for the protection of the Reversionary Owner and the collective owners of burial rights. They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect the cemetery create and preserve its beauty. These rules and regulations are hereby adopted as the rules and regulations of the Reversionary Owner and all owners or burial rights, visitors and contractors performing work within the cemetery, shall be subject to said rules and regulations, such amendments or alterations as shall be adopted from time to time. The Reversionary Owner has entire charge of the cemetery and is authorized to enforce all rules and regulations as adopted.

The rules and regulations shall be on file in the cemetery office, and copies shall be made available to interested parties on written request, and payment of administrative fees associated therewith. Modifications and Amendments. A copy of the Rules and Regulations are also publicly available through publication on the cemetery's Internet website.

The cemetery 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.

Sacred Grounds

The cemetery grounds are sacredly devoted to the burial of only 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.

1. DEFINITIONS

Additional Interment Rights - means any additional interment rights that may be added to an interment space, either at the time of a contract, or after a contract is executed. The cemetery will charge a fee for additional interment rights.

Arrangement Conference - means a meeting, either at-need or pre-need, between the cemetery and an individual or family during which funeral and cemetery merchandise and services are discussed and the cemetery records information regarding that person or family.

At-need - means at the time of, or immediately following, death.

Beneficiary - means one who benefits from an act, such as a person for whom a prepaid contract is entered into. It may also include individuals who have rights to an existing non-fulfilled contract as specified by State law.

Care Fund - means the trust fund established by the cemetery for the purpose of care and maintenance of the cemetery grounds and improvements.

Cemetery - means the cemetery named on the cover page of these Rules and Regulations, including without limitation: a) all land dedicated, reserved or used for interment purposes, b) all land and structures dedicated, reserved or used for inurnment purposes, c) all vegetation, memorials, monuments and works of art, d) all roadways, walkways, and other structures of every kind, e) all equipment and facilities incident to the operation of the cemetery, f) all public rights of way.

Certificate of Ownership - means the documents by which the cemetery conveys to the Owner the exclusive right of burial or inurnment in a particular grave or niche.

Columbarium - means a structure, room or space in a building or a building intended or used for the inurnment of cremated remains.

Commingling - means the mixing together of cremated remains of more than one person.

Contractor - means any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the cemetery grounds, other than an employee of the cemetery.

Cremated Remains - means the bone fragments remaining after cremation, which may include the residue of any foreign materials that were created from the cremation of human remains, and as such shall be considered human remains.

Cremation - means the irreversible process of reducing human remains to bone fragments through intense heat and evaporation, customarily done in a specifically designed furnace or retort, which may include any other mechanical, chemical or thermal process whereby human bone fragments are pulverized or otherwise further reduced in size and quantity. Cremation is a process and is not a method of final disposition.

Disinterment - means the act of removing human or cremated remains from an interment space for the purpose of relocating the remains to another interment space in the cemetery or moving them elsewhere, subject to any approvals and permits required per state statute and approval from the Owner and next of kin.

Encased or Encasement - means the placement of human remains in a rigid container, including but not limited to a vault, casket or urn.

Final Disposition - Interment, or inurnment means the lawful disposal of human remains whether by interment or inurnment.

Grave - means a space of ground in the cemetery used, or intended to be used, for the interment of only human remains and established by the cemetery as a subdivision of a lot for organizational purposes.

Guaranteed Price Prepaid Contract - means a purchase agreement for merchandise and/or services whereby the cemetery agrees to provide the merchandise and services at-need in return for a definite purchase price paid at the time of purchase, without any further payment in the future. Additional charges may be incurred for unexpected expenses. Unexpected expenses include but are not limited to overtime charges if a committal service is held during other than normal hours as designated by the seller, for a service on a Saturday, or winter fees.

Human Remains - the body of a deceased human being in any stage of decomposition and includes cremated remains.

Interment - the lawful disposition of the remains of a deceased person through placement of un-cremated remains in the ground.

Interment Right - the particular right to inter the remains of a deceased person in a specific interment space within the cemetery, subject to the limitations set forth herein; unless specified in writing, the person owning the right of interment shall also have the right to memorialization, and other rights that may run with the interment right.

Interment Services - refers to the opening and closing of a particular interment space.

Interment Space - refers to the particular grave or niche within the cemetery 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 the cemetery.

Inurnment - means placement of cremated remains into a niche or grave or other designated place in the cemetery.

Lot - means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision of a section for organizational purposes.

Memorial - means (a) a grave marker or headstone identifying a grave or graves; or (b) a nameplate or inscription identifying a niche.

Memorial Services - means the services provided by the cemetery as part of a funeral.

Merchandise - means any personal property offered or sold by the cemetery for use in connection with the funeral, final disposition, interment or inurnment of human remains.

Niche - means a space used, or intended to be used, for inurnment of cremated human remains.

Next of Kin - The person legally responsible as designated by state law.

Outer Burial Container - means a rigid outer container used to surround a casket or a cremated remains container, uphold and support the upper layer of soil from impact loads, and shall include the products commonly known as vaults and grave liners.

Owner - refers to the owner of an Interment Right or Rights within the cemetery, as reflected in the cemetery's records.

Pre-need - means prior to the beneficiary's death.

Purchase Agreement - means the written agreement between the cemetery and a purchaser pursuant to which the cemetery agrees to sell and the purchaser agrees to buy Interment Rights and related services and merchandise in the cemetery.

Scattering - means the permanent final disposition of cremated remains by dispersing them in the air, water or on the surface of the ground.

Section - means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision of a lot for organizational purposes.

Urn - means a receptacle in which cremated remains are placed for final disposition.

Vault means any container placed in a grave around the casket to prevent the collapse of a grave and to protect the casket.

2. GENERAL SUPERVISION OF CEMETERY

ADMISSION TO CEMETERY

The cemetery is a private cemetery, and the management reserves the right to compel all persons coming into the cemetery to present proper identification to the cemetery authority for examination; also all machines may be compelled to be brought to a full stop at the entrance; and further, the management reserves the right to refuse admission to anyone not a lot owner or relative of a person buried in the cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the cemetery.

CASKET NOT TO BE OPENED OR BODY TOUCHED WITHOUT CONSENT

Once the committal service is completed and the casket is placed in the receiving vault or other space, no person shall open the casket or touch the body without the consent of the legal representative of the deceased or an order of a court of competent jurisdiction; provided the management may take appropriate steps to correct any obnoxious or improper condition.

CEMETERY MANAGEMENT IN CHARGE OF FUNERAL

All funerals, on reaching the cemetery, shall be under the supervision of the management. The management is hereby empowered to enforce all Rules and Regulations and to exclude from the cemetery any person violating the same. The management and its assistants shall have charge of the ground and buildings and at all times shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, lot owners, licensees, and invitees.

RECORDS OF CEMETERY

The files, papers, documents, reports, ledgers, maps, lot cards, correspondence, and other written records maintained by the Reversionary Owner are the sole and exclusive property of the Reversionary Owner. Information contained therein is for the exclusive use of management. Record requests may be subject to an administrative fee which may be changed from time to time by management.

3. BURIALS AND REMOVALS

AUTHORIZATION REQUIRED

The management reserves the right to refuse interment or removal, except on written application by the legal representatives or proper authorities made out on blanks provided by or approved by the management and duly filed in the office of the cemetery. No cremation or interment shall be permitted nor shall a body be received unless proper authorization is furnished prior to disposition.

BURIAL OF MORE THAN ONE BODY

The management reserves the right to permit or authorize the interment of more than one human remains in one grave or niche. The management may exercise this right with reference to single niches or single graves or any section of graves.

BURIAL - NOT PERMITTED UNLESS EASEMENT RIGHT IS PAID FOR

No burial, interment, entombment or inurnment shall be permitted or memorial placed in or on any property until space or niche is paid for except by special consent of the management in writing in each and every case, and, in the event such consent is given, any and all interments or memorials placed in or on said property shall be considered as an encroachment, and a note shall not be considered as payment and no rights shall be acquired by the lot purchaser of said property until such property is fully paid for in cash, including principal and interest; and, in case the purchaser of said property shall fail to meet all payments within thirty (30) days after the same are demanded by the management, thereupon, shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. The management, thereupon, shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. The management reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to remove to single graves, to be chosen by the management, each of the remains then interred in said

property. The management, further, shall have the right to remove any memorial that may have been placed on said property.

CASKET CONTAINER STANDARDS

Remains for interment shall be delivered to the cemetery in a casket or container composed of rigid material such as wood, fiberglass, plastic or metal and shall be of such construction so as to, (1) assure protection to the health and safety of the cemetery personnel, (2) provide proper covering for the remains and (3) meet moral codes for the respect and dignity of the deceased.

CONTAINER - OUTSIDE

All burials must be made in a two-piece concrete box or vault, that is not hinged, of type, quality, and construction approved by the management. The use of wooden boxes and sectional boxes shall not be permitted. All boxes and vaults sold by anyone other than the management shall be placed and serviced with the direction of the management or a licensee, which installation shall be supervised by management. However, the management assumes no liability in the placement or handling of such boxes or vaults.

All cremated remains of human bodies shall be buried in a permanent recoverable container the standard of which shall be set by the management. Construction shall be such that the container shall resist cracking, puncturing or structural failure as determined by the Reversionary Owner, which decision shall be conclusive on all third party sellers and installers. Inurnment or entombment shall be in a container approved by the management.

A. PROCEDURE FOR APPROVAL

1) Request for approval of new outer containers should be made in writing to the Reversionary Owner, and should include general information and specifications of the container. Reversionary Owner shall review material submitted and recommend test service facilities, although manufacturers may use any acceptable testing laboratory. Test results must be transmitted to the Reversionary Owner prior to approval. Reversionary Owner, however, reserves the right to test and approve in writing, all containers prior to use.

2) The management shall inspect all containers and report to the Reversionary Owner any problems with an outer container that indicates poor quality or workmanship, requiring consideration that the product be rejected.

EMBALMING - NOT RESPONSIBLE FOR

The Reversionary Owner shall not be liable for the embalming of the body.

ERRORS MAY BE CORRECTED

The management reserves, and shall have, the right to correct any errors that may be made by it either in making burials or removals, or in the description, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property, of equal value and similar location as far as possible, or as may be selected by the management, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the burial of the remains of any person in such property, the management reserves, and shall have, the right to remove and bury the remains in such other property of equal value and

similar location as may be substituted and conveyed in lieu thereof. The management shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date, either on the memorial or on the container for cremated remains.

HOLIDAYS

No interments, removals, committal service or any other service shall be permitted after 3:30 p.m. on weekdays or after 2:30 p.m. Saturdays, or on a Sunday, or on any of the following holidays: New Years Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, or Christmas Day.

When any holiday falls, or is legally observed, on a Saturday or Monday, funerals will be received on the last weekday preceding the holiday.

IDENTITY

The management assumes no duty for identity of the remains of the deceased, and can give no assurance that the remains interred or cremated are that of the person shown on the Interment Authorization executed and delivered to the management. The management relies upon the representations of family, funeral director or others making such statements of identity for interment authorization, burial permits or death certificates.

INDEBTEDNESS - PAST DUE

Arrangements for the payment of any and all indebtedness due the management or its affiliates must be made before interment shall be made. No merchandise or other services shall be provided or any merchandise installed until all charges due the management or its affiliates are paid.

INTERMENT OF CREMATED REMAINS

The heirs or legal representative of the person to be cremated shall be required to make written arrangements with the management for the interment/inurnment of cremated remains and make payment.

INTERMENTS - DELAYS IN

The management shall in no way be liable for any delay in the burial of a body where a protest to the burial has been made, or where the rules and regulations have not been complied with, or because of strikes, the elements, pandemic, an act of nature, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority; and, further, the management reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined. Any protest must be in writing and filed in the office of the cemetery. All bodies placed in receiving vaults shall be embalmed.

INTERMENT OF PETS

No animals shall be interred in the cemetery.

INTERMENT - RIGHT OF DESCENT

If no interment is made in an interment lot which has been transferred by deed or certificate of ownership to an individual owner, or if all remains previously interred are lawfully removed, upon the death of the owner, unless they have disposed of the lot either in their will by a specific devise or by a written declaration filed and recorded in the office of the cemetery authority, the lot descends to the heirs at law of the owner subject to the rights of interment of the decedent and their surviving spouse provided for in these Rules and Regulations.

INTERMENT SPACE - LOCATION

When instructions from the lot owner regarding the location of an interment space in a lot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the management may, in its discretion, open it in such location in the plot as it deems best and proper, so as not to delay the funeral; and the management shall not be liable in damages for any error so made.

INURNMENT CONTAINER SPECIFICATIONS

All cremated remains to be inurned in the cemetery shall be placed in a recoverable container of a type, quality and construction approved by the management. Steel or glass urns will be permitted if enclosed in a non-biodegradable outer container. The use of paper, cardboard, or other similar biodegradable materials shall not be permitted unless placed in a non-biodegradable outer container.

LAWS

In addition to being subject to these rules and regulations, all burials, cremations, and removals are made subject to the orders and laws of the properly constituted authorities of the city, county and state.

LIABILITY - NO LIABILITY FOR DAMAGE DURING REMOVAL

The cemetery shall not be liable for damage to any casket, burial case or urn occurring during the removal thereof.

LOT - MAY OBTAIN LARGER LOT

A body or cremated remains may be removed from its original burial site to a larger or better lot in the cemetery when there has been an exchange or purchase for that purpose. Written consent from surviving spouse and as many relatives as possible, particularly all members of immediate family, shall be obtained, as provided by statute. When a single grave has been donated by the Reversionary Owner, the grave space reverts back to the Reversionary Owner.

LOT OWNERS - RIGHTS OF

Only the right to inter is conveyed. The Reversionary Owner retains all other reversionary interest in the space or niche conveyed. All interment rights conveyed to individuals are the sole and separate property of the owner named in instrument of conveyance.

Successors in interest shall be determined as follows: The spouse of an owner of any lot containing more than one interment space has a vested right of interment of their remains in the lot and any person thereafter becoming the spouse of the owner has a vested right of interment of their remains in the lot if more than one interment space is unoccupied at the time the person becomes the spouse of the owner.

In a conveyance to two or more persons as joint tenants, each joint tenant has a vested right of interment in the lot conveyed.

Upon the death of a joint tenant, the title to the lot held in joint tenancy immediately vests in the survivors, subject to the vested right of interment of the remains of the deceased joint tenant.

A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested.

An affidavit by a person having knowledge of the facts setting forth the fact of the death of the owner and the name of the person or persons entitled to the use of the lot is complete authorization to the cemetery to permit the use of the unoccupied portions of the lot by the person entitled to the use of it.

An affidavit by any person having knowledge of the facts setting forth the fact of the death of one joint tenant and establishing the identity of the surviving joint tenants named in the deed to any lot, when filed with the cemetery, is complete authorization to the cemetery to permit the use of the unoccupied portion of the lot in accordance with the directions of the surviving joint tenants or their successors, in interest.

When there are several owners of a lot, or of rights of interment in it, they may designate one or more persons to represent the lot and file written notice of designation with the management. In the absence of such notice or of written objection to its so doing, the cemetery is not liable to any owner for interring or permitting an interment in the lot upon the request or direction of any co-owner of the lot.

No vested right of interment gives any person the right to have their remains interred in any interment space in which the remains of any deceased person having a prior vested right of interment have been interred, nor does it give any person the right to have the remains of more than one deceased person interred in a single interment space in violation of the rules and regulations.

NOTICE

A minimum of twenty-four hours notice, Sundays and holidays excluded, must be given to the management before any burial. Weather and other factors may extend the required time for notice. The management is authorized to refuse interment in or the erection of any memorial work on any lot against which there is an unpaid balance.

No disinterment or removal shall be made except by the management on written request of the person(s) with legal authority to direct the same or by court order prior to time of removal.

At least one week's notice shall be given prior to any removal. The removal will be made at the convenience of the management.

The management may defer an interment until a more expedient time for any reason.

REMOVAL FOR PROFIT PROHIBITED

Removal of a body or cremated remains so that a space, lot or niche may be sold for profit, or removal contrary to the express or implied wish of the original owner, is forbidden.

SERVICE CHARGES - PAYMENT OF

The charges for the cemetery service must be paid at the time of the issuance of the order of burial or removal, unless payment arrangements are made in writing with the management prior to the service.

SUBSTITUTION IN THE EVENT OF NON-AVAILABILITY

The cemetery reserves the right to substitute merchandise of equal generic quality in the event a particular grade of merchandise, brand name or trade name is no longer available.

SUBSTITUTION IN THE EVENT OF PRE-DEVELOPMENT OR PRE-CONSTRUCTION

If it becomes necessary for a person to use a pre-developed or pre-constructed interment site for interment prior to the completion thereof, the management, at its option, shall have the right to substitute the same number of available sites, to be selected by the legal representatives, anywhere in the cemetery, of a quality equivalent to the standard ground burial, or the remains may be temporarily interred by the management until the pre-developed and pre-constructed site is completed, at which time permanently interred in the contracted site.

SUBSTITUTION IN THE EVENT OF SIZE

Spaces and niches are laid out, designed and constructed based upon recognized industry standards. In the event, because of an oversized or overweight deceased person or because of disfigurement, such human remains cannot be interred within the confines of such standard spaces, then the management reserves the right to relocate the human remains and to substitute the interment site and merchandise to accommodate such circumstances.

TIME AND CHARGES

All burials and removals must be made at the time and in the manner subject to the payment of such charges as fixed by the management. All charges shall be paid at the time of the service or arrangements satisfactory to the management made for their payment. All burials must be set as directed by management. Additional charges shall be made on burials occurring other than at authorized hours and for standard rates.

TELEPHONE ORDERS

The management shall not be held responsible for any order given by telephone or for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in a lot where interment is desired.

WARRANTIES

No express or implied warranties are given with respect to burial rights conveyed to the owner, including but not limited to, suitability for a particular use or other qualities of memorials, caskets, outside containers, or niches. No agent, servant, employee or representative of the Reversionary Owner has the authority to alter this disclaimer.

CEMETERY MEMORIAL REGULATIONS

MEMORIAL STANDARDS

1. Only flush bronze memorials with granite foundations will be allowed. The granite foundation must extend a minimum of 2 inches from each border of the bronze. The granite foundation must be at least 4 inches thick.
 - a. The bronze must be cast from an alloy containing not less than eighty-seven percent (87%) copper, not less than five percent (5%) tin, not more than two and one-half percent (2-1/2%) lead, not more than five percent (5%) zinc, all other elements in total not to exceed one percent (1%), and purchased from an approved dealer. Suppliers shall be required to certify as to the analysis of the bronze and sealant to maintain the manufacturer's bronze color, without patina deterioration, and shall warrant the same for a period of five (5) years. The standard of quality for bronze memorials.
 - b. The following bronze memorial sizes only are specified for use at Rose Lawn. Individual Memorials – 16"x8", 20"x10", 24"x12", 24"x13", 24"x14". Companion Memorials – 16"x28", 32"x10", 36"x10", 36"x13", 44"x14", 56"x16". Only one memorial will be permitted on a grave space unless approved by the management.
 - c. All granite must have sawn sides.
 - d. All vases must have a passive (no screws) locking system so they can lock in the upright position.
 - e. Memorials that are greater than 24" from top to bottom (including granite) extend into the area used for burial. Thus, they may have to be removed for any burial subsequent to installation. The cemetery will charge a fee for resetting based on the size of the memorial. The area of a grave normally used for burial is also normally used for ingress and egress for other nearby burials. Thus, on occasion we may have to drive our equipment over part of this memorial. On these occasions we will exercise due care to minimize any damage to these memorials. However, we will not assume any liability for cracked or broken granite for any memorial or damage to any memorial not purchased from Rose Lawn.
 - f. There is no way that we can cover every possibility in writing. Thus, we further reserve the right to reject memorials that we determine do not conform to the general style of the cemetery. Orders must be submitted for approval using an application form provided by the cemetery.
2. Outside contractors must provide the following information to our office:
 - a) A Certificate of Insurance now and annually on the anniversary date of your policy.
 - b) Your Illinois Pre Need Cemetery Sales license number.
 - c) A fully completed *Application to Erect a Memorial* recording form supplied to Rose Lawn (photocopies of our recording form are acceptable).
 - d) Payment in full of all fees prior to delivery for installation.
 - e) Currently, the cemetery is in receivership. This situation prevents us from offering the option of layout and supervision of the installation of memorials by outside contractors. Rose Lawn will install all memorials purchased from outside contractors. Fees are based upon the size and type of memorial. Contact the office for current pricing. No memorials will be installed from October 20 to April 15.

Memorials may not be delivered to the cemetery until we are prepared for the installation, and payment for installation has been received at the cemetery office. Receipt of the cemetery statement is your notification that the cemetery is prepared for delivery. Memorials may be

delivered to the cemetery for installation on Tuesday through Thursday during normal business hours with the exception of Holidays. Memorials are to be placed at the location designated by the cemetery for deliveries. Our office must be notified of the delivery of any memorial to the cemetery property. The cemetery is not responsible for any memorial delivered without notification.

Outside contractors may complete inscriptions on memorials, install or replace vases, repair, straighten, or level existing memorials in the cemetery upon application using an *Application to Erect Memorial* recording form. A service fee to cover our costs of recording and inspection must accompany the form. The fee covers one inspection; additional inspections will be at an additional rate per inspection. This fee does not pay for any future care or service. Any work completed without notification will be grounds to revoke your permission for pending and future memorial, inscription or work of any type in Rose Lawn Cemetery.

CEMETERY - NOT RESPONSIBLE

The management takes reasonable precaution to protect lot owners and the property rights of lot owners within the cemetery, from loss or damage; but the cemetery distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by outside contractors, cemetery visitors, strikes, the elements, pandemic, an act of nature, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

CRAFTSMANSHIP - BRONZE

Memorials shall be free from scale, sand holes, pits, pinholes and other imperfections which mark the appearance of or impair the usefulness and stability of the finished memorial tablet. All ornaments, letters and background shall be clean and sharp and all edges true and accurate to the standard dimensions defined herein. Ornaments and letters must be handchased, tooled and burnished appropriately for a memorial tablet.

DESIGN AND FINISH

1. Memorial dealers shall be required to furnish the management for approval a completed *Application to Erect Memorial*.

2. Management shall have authority to reject any plan or design for any bronze memorial which, on account of size, design, inscription, kind or quality of granite foundation is (in the opinion of the management) unsuited to the lot on which it is to be placed.

3. The management reserves the right to stop all work of any nature, whenever, in its opinion, 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 the monument dealer has been guilty of misrepresentation; or when any reasonable request on the part of the management is disregarded; or when work is not being executed according to specifications; or when any person employed on the work violates any rule of the cemetery.

4. The completed work is subject to the approval of the management, and, if unsatisfactory, it will be removed.

5. No memorial showing drill or tool marks, shall be considered as first grade workmanship.

6. Dealers' names shall not appear on any marker.

ERRORS IN PLACING OF MEMORIALS

The management reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery.

MEMORIALS

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

2. Only one (1) granite foundation will be allowed on each easement right unless prior approval has been given by the management.

3. The bottom beds of all granite foundations must be cut level and true.

4. While the cemetery will exercise all possible care to protect lettering, carving or ornaments on any memorial, or other structure, or any lot, it disclaims responsibility for any damage or injury thereto.

5. No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any lot; and no walks of brick, cinders, tile, stone, marble, terracotta, sand, cement, gravel or wood shall be allowed on any lot. The management reserves the right to remove the same if so erected, planted and placed.

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

MEMORIALS - BRONZE

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

1. SIZES AND DIMENSIONS

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

Rules may vary from section to section, and within a section.

Outside memorial dealers must call the cemetery office to obtain specific regulations regarding the size and type of memorial permitted on a specific lot. Management reserves the right to provide this information at a time convenient to the office schedule.

2. QUALITY

Granite foundations must consist of good, sound, durable stock and shall be free from seams or any imperfection.

3. THICKNESS

All granite foundations for bronze memorial markers must be of a uniform thickness throughout and shall be not less than 4" or more than 4" in thickness. All granite foundations for memorials must have sawed bottoms.

4. FOUNDATION AND PLACEMENT

All markers will be set at the discretion of management. The work shall be on written order of the lot owner. Markers shall be placed to conform with the Rules and Regulations and design of lot.

5. DESIGN AND LETTERING

The arrangement, design and lettering of all memorials shall be approved by the management and all such memorials shall be of quality workmanship and materials and must be inspected and accepted by the management prior to placement.

MISCELLANEOUS

Should any memorial become unsightly, dilapidated, or a menace to visitors, the management shall have the right either to correct the condition or to remove the same, at the expense of the lot owner.

In the event a particular grade of stone, brand name or trade name identifying a quality of stone is no longer used, the stone is no longer available, or for any reason such name stone cannot be provided, the management may approve substitution, which approval shall be in writing prior to the delivery of the stone.

No marker shall be removed from the cemetery, except by the management, unless the written order of the owner and permission be granted by the management.

No sign or advertising of any description except that placed by the management shall be permitted within the cemetery.

The cemetery shall in no way be liable for any delay in the fulfillment of any contract or obligation, including, but not limited to maintenance, care, memorial work or construction, which may arise from causes beyond its control, and especially from the elements, acts of nature, pandemics, vandals, strikes, malicious mischief, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

PRODUCERS AND RETAIL DEALERS

For the protection of all lot owners, the bronze and granite, quality, size, finish, color and engraving of all bronze memorials must be approved by the management before any work is commenced. All memorials must conform to the specifications of the particular section where it is to be installed. Any proposed memorial that management deems to be detrimental to the appearance of the section will not be permitted; however, the lot owner will be advised of the necessary changes in order to achieve conformance to the regulations.

1. Persons or firms who engage in the business of cleaning memorials (not connected with established retail dealers already on the approved list of dealers), and all other persons or firms, must procure a permit from the management before any work in the cemetery is commenced. In order to secure such a permit, it shall be necessary for the person or firm to submit satisfactory evidence of their ability to properly perform the work for which they have been engaged and have order signed by lot owner authorizing lettering.

2. Workers employed in placing or erecting memorials and other structures, or bringing in materials, shall, as to the cemetery, operate as independent contractors, but must do so under permission from the management, and must be under the general supervision of the management.

3. Persons engaged in erecting memorials, or other structures, are prohibited from attaching ropes to monuments, trees and shrubs, or from scattering their material over adjoining

lots, or from blocking avenues or pathways, or from leaving their material on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees and shrubs as possible, and must remove all debris and restore the ground and sod to its original condition.

4. Damage done to lots, walks, drives, trees, shrubs or other property by dealers or contractors, or their agents, shall be repaired by the management; and the cost of such repair shall be charged to the dealers or contractor, or to their principal.

5. No material, machinery, or other thing for the construction of vaults, memorials or structures, or memorials themselves, may be brought into the cemetery until required for immediate use; nor, under any circumstances, when a funeral is in progress; nor between 4:00 p.m. Thursday through Tuesday morning; and no work shall be done during said time; nor shall such material be placed on lots adjoining the one on which such a structure is to be erected without special permission from the manager.

6. Work shall proceed promptly until the erection of the memorial is completed.

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

8. Approaching the bereaved and soliciting memorial business within the cemetery is not permitted.

9. Memorial dealers shall abide by all rules of the management.

10. Any producer or retail dealer who violates the rules of the cemetery shall be removed from the list of approved producers and retail dealers.

The cemetery will exercise reasonable care to protect lettering, carving or ornaments on any memorials or other structure on any lot. The cemetery shall not be responsible for any damage or injury thereto.

The management shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind or quality of materials are unsuited to the lot on which it is to be placed or contrary to the Rules and Regulations.

4. CHANGE IN ADDRESS OF LOT OWNERS

LOT OWNER MUST NOTIFY

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

5. CONDUCT OF PERSONS WITHIN THE CEMETERY

ADVERTISEMENTS AND NOTICES

No advertisements, notices, or signs of any kind shall be allowed in the cemetery, unless placed by the management.

CEMETERY HOURS - GROUNDS AND OFFICE OPEN

The cemetery is open from 8:00 a.m. until sunset. The offices shall be open from 9:00 a.m. to 4:00 p.m. Monday through Friday, 9:00 a.m. to 11:00 a.m. Saturdays, and such other times as may be authorized by management. Any person found on the grounds after sunset may be considered a trespasser and subject to arrest under the Illinois Cemetery Protection Act. All

persons are reminded that the grounds are devoted to the sacred burial of the dead, and the provisions and penalties of the law, as provided by statutes, will be strictly enforced.

CHILDREN

Children under sixteen (16) years of age are not be permitted within the cemetery, or its buildings, unless accompanied by an adult.

CONDUCT

Boisterous or unseemly conduct shall not be permitted in the cemetery, or in any of the buildings. Walking, jogging, and bicycling are permitted on streets and roads during times the cemetery is open.

FIREARMS

No person other than law enforcement authorities or cemetery personnel shall be permitted to bring or carry firearms within the cemetery, except a military guard of honor and then only when in the charge of a military officer and during a military service and upon prior approval of the cemetery.

IMPROPRIETIES

It is of the utmost importance that there should be strict observance of all of the proprieties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and the management shall have power to prevent improper assemblages.

LIMITATIONS - OTHER

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

LOITERING PROHIBITED

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

MOTORCYCLES

No motorcycles may be admitted to the cemetery except such as may be in attendance at funerals or on cemetery business.

PETS

Pets must be on a leash, under control of the owner, to be on cemetery grounds. Owner of the pet is responsible for any damage and must clean-up after their pets.

DRUGS AND ALCOHOL

The possession or consumption of illegal drugs or alcoholic beverages within the cemetery is strictly forbidden.

FOOD AND REFRESHMENTS

No person shall be permitted to prepare or serve food within the cemetery except as authorized by the management.

RUBBISH

The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited.

RULES - ENFORCEMENT OF

The management and such other employees as the Reversionary Owner may designate are hereby empowered to enforce all rules and regulations, and to exclude from the property of the cemetery any person violating the same. The management shall have charge of the grounds and buildings, and at all times shall have supervision and control of all persons in the cemetery, including the conduct of funerals, weddings, traffic, employees, lot owners and visitors.

SMOKING

Expectorating or smoking within any of the public areas of the buildings is prohibited.

SOLICITING OR PEDDLING

Soliciting or peddling the sale of any commodity by third persons is prohibited within the confines of the cemetery. No sign indicating that a lot, vault or other structure is for sale will be permitted on the grounds.

WALKWAYS - USE OF

Persons within the cemetery grounds shall use only the avenues, walks, easements, alleys and roads, and any person injured while walking on the grass or while on any portion of the cemetery other than the avenues, walks, alleys, or roads, shall in no way hold the cemetery liable for any injuries sustained.

6. CONTRACT, DEED AND RULES AND REGULATIONS ONLY AGREEMENT

STATEMENT OF SALES AGENTS

The contract, deed, these Rules and Regulations, and any amendments thereto shall be the sole and only agreement between the cemetery and the lot owner. The statements of any sales agent shall in no way bind the Reversionary Owner.

7. CONTROL OF WORK BY CEMETERY

INTERMENT PROCEDURES

All openings and closings, all interments and removals, and every aspect of the disposition of human remains shall be done exclusively by the management.

Only persons employed or approved by the cemetery authority of Rose Lawn cemetery shall be used in making interments or removals,

MANAGEMENT SHALL CONTROL IMPROVEMENTS

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

The management reserves the right to remove from any lot anything that it deems unsightly or which in any way conflicts with the Rules and Regulations or general beauty of the cemetery. If any tree, shrub, or plant standing upon any lot, by means of its roots, branches or otherwise, is or becomes detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the management shall have the right to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in their judgment seems best and without any notice to any interested party.

WORK TO BE DONE BY CEMETERY

All grading, landscape work, improvements of any kind, all care on lots, trees, shrubs and ground cover of any kind shall be planted, trimmed, cut or removed only by the management, provided the management may, by contract, approve the grounds work being performed by a licensee, which work shall be supervised by the management.

DECORATIONS

It is important for everyone to know that we encourage the use of decorations at Rose Lawn Cemetery.

Families and friends are always welcome to honor a loved one with a floral remembrance on any given day of the year. However, to help us maintain an image of dignity and respect at all times, and to ensure the safety of workers and visitors, it is necessary for us to have and enforce a set of decoration regulations. These regulations govern the placement of certain types of decorations during appropriate seasons in accordance with our maintenance burden.

- Decorative items in an ***approved memorial vase** are permitted at any time except on clean-up days.
- All decorative items which are not in an ***approved memorial vase** may be removed each time the section is mowed.
- Winter wreaths and grave blankets are also permitted from November 1st to March 14th.

Clean-up days are:

March 15th to March 17th - Cleanup. All winter decorations are removed. Weather conditions often dictate completion.

June 15th - Cleanup. All decorative items may be removed. Please wait to place new decorations until cleanup is complete. Weather conditions often dictate completion. If the 15th falls on a Saturday or Sunday the cleanup will take place on Monday.

November 1st to November 3rd - Cleanup. All summer and autumn decorations are removed and vases are turned down for the winter season. Weather conditions often dictate completion.

Other important notes:

- Shepherd hooks and other metal poles are not allowed at any time.
- Wilted or unsightly decorations will be removed as necessary.

- Florist's foam is the best alternative for securing decorations in the memorial vase.
- We recommend not placing expensive decorations or items of sentimental value at a grave. We are not responsible for loss of decorations.
- Any decorations you want to use another season should be picked up prior to the clean-up dates and replaced at the appropriate time.
- Placing potted plants or containers of any kind on the bronze memorial surface can damage the bronze finish.
- Please refrain from the use of any type of mulch, rocks, curbing or fencing around memorials.

Thank you for your cooperation! By following these regulations, you are helping us in our endeavor to keep Rose Lawn Cemetery looking its very best.

***Approved memorial vases** are subsurface vases which are either installed in a memorial or in the ground and of a color matching the memorial. Approved vases are available for purchase through the cemetery office. Replacement vases are available in the original bronze style or also a metal vase which is not bronze or a plastic vase at reduced prices. Call the cemetery office for details.

PLANTINGS

No planting of any trees, shrubs, flowers or bulbs will be allowed in the cemetery without the permission of the management as to kind and location of such planting. Any placed without permission is subject to removal by management.

The management has made provisions for the planting of memorial trees, or shrubs which become part of the general landscape of the cemetery. The management of the cemetery shall provide for the planting of all nursery items unless other arrangements satisfactory to the management are made.

Any certified nursery approved by the management may be granted permission by the management to enter on any section for the purpose of making plantings. In addition, the nursery shall provide proof of worker's' compensation insurance and products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give written notice to the management in the event the insurance is canceled by the nursery.

Plantings shall be made at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery.

Upon completion, the management shall inspect the work done, and shall, if necessary, do whatever is necessary to restore the cemetery premises to their condition prior to installation, and shall charge back against said nursery the costs of restoration. Any balance owed by said nursery shall be remitted within thirty (30) days of receipt of the itemized statement.

Nursery planting requires experience and often special equipment. No person, firm or corporation, other than the recognized and approved nursery or the personnel of the management, shall be permitted to make nursery plantings in the cemetery.

Any nursery who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for nursery purposes until compliance has been brought about.

RECORD OF PURCHASER

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

8. FEES, GRATUITIES AND COMMISSION

GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES

No person, while employed by the Reversionary Owner, shall receive any fee, gratuity or commission, except from the Reversionary Owner, either directly or indirectly, under penalty of immediate dismissal.

9. LOSS OR DAMAGE

The management shall have no liability for loss or damage and especially from damage caused by the elements, pandemic, an act of nature, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, including the loss of human remains under any circumstances.

REPAIRS - MANAGEMENT MAY CHARGE FOR UNUSUAL REPAIRS

In the event that it becomes necessary to repair or reconstruct any granite, bronze or concrete work on any section, lot, or niche, or any portion or portions thereof in the cemetery or columbarium which has been damaged by the elements, pandemic, an act of nature, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, the management shall give a thirty (30) day written notice of the necessity for such repair to the owner of record. The notice shall be given by depositing the same in the United States Mail addressed to the lot owner of record at their address stated in the records of the cemetery. In the event the lot owner fails to repair the damage within a reasonable time, the management may direct that the repairs be made and charge the expense against the lot and the lot owner of record.

10. ROADWAYS AND REPLATTING

NO RIGHT GRANTED IN ALLEYWAYS

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

RIGHT TO REPLAT, REGRADE AND USE PROPERTY

The Reversionary Owner shall have the right and privilege, at any time and from time to time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise change all or any part, portion or subdivision of the property hereby mapped and platted, including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives, and to file amended maps or plats thereof, and to use the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the care, preservation or preparation for the disposal or interment of human remains or other cemetery purposes, together with easements and right-of-way over and through said premises for, and the right and privilege of, installing, maintaining and operating pipeline, conduits or drains for sprinklers, drainage, electric or communication lines, or for any other purposes.

The management shall have the right to use cemetery property, not sold to individual lot owners for burial purposes, for anything necessary, incidental or convenient to management of the cemetery. The Reversionary Owner reserves to its management the perpetual right of ingress and egress over the cemetery for the purpose of passage to and from other lots.

11. OUTSIDE CONTRACTORS

1. All outside contractors performing work on the cemetery grounds shall present and file at the cemetery office a surety bond from a responsible insurance company authorized to do business in the State of Illinois, in the amount of \$1,000,000, containing an automatic cancellation notice to the cemetery, guaranteeing to indemnify the cemetery or lot owner for any damage caused to any lot or to the property of the cemetery.

2. In addition to the foregoing, all outside contractors shall file adequate certificates issued by responsible insurance companies authorized to transact business in the State of Illinois evidencing a minimum of \$1,000,000 coverage for public liability and property damage and Workers' Compensation.

3. All contractors employed in any capacity must give notice at the cemetery office before beginning work, stating the kind and style of work to be done. All required authorization forms must be signed in the cemetery office by the lot owner of record for any such work and the same shall first be approved by the cemetery. All fees owed to the cemetery must be paid in full before any work is to commence.

4. Prior to initiating or beginning any type of service or work on the cemetery grounds, all outside contractors shall secure permission from the cemetery. Anyone found performing work on the cemetery grounds without permission will be considered trespassing and will be subject to immediate removal from the grounds and will be banned from any further work in the cemetery. All work shall be completed in accordance with the industry standards, specifications and quality of work.

5. No contractor or other person, with the exception of cemetery employees, will be permitted to work in the cemetery on Saturdays or Sundays, legal holidays, or before 9:00 A.M. on weekdays, and all workmen must leave the cemetery grounds no later than 4:00 P.M. Scheduling of work will be at the discretion of the management and will not be allowed to interfere with funerals or necessary operations of the cemetery.

6. All workers of contractors are subject to the supervision of the Cemetery and any worker failing to comply with these rules and regulations will not be permitted to work in the cemetery.

7. No materials may be brought or delivered into the cemetery until permission is obtained from the cemetery office.

8. In no event does the cemetery assume any liability to anyone by reason of its granting approval to any outside contractor to perform work at the cemetery. If in the opinion of the cemetery any work or material furnished shall be improper, it may reject the same; and if the work has already been done or the said material has been delivered, the cemetery may remove the same or, if in its opinion the same may be put in proper order, The cemetery may at its discretion put the same in proper order at the expense of the outside contractor.

9. No motorized equipment will be permitted within the sections without the specific consent of the cemetery.

10. Where heavy material is to be moved, planks must be laid on the paths or grass

affected to protect them from damage. Determination of the requirement for planking will be made by the cemetery.

11. No work will be permitted during inclement weather, the same will be determined at the sole and absolute discretion of the cemetery management.

12. TRANSFER OR ASSIGNMENT

INDEBTEDNESS

The management may refuse to consent to a transfer or an assignment so long as there is any indebtedness due the management or its affiliates from the original lot owner or from anyone else in connection with an interment, purchase of the lot, or for any other reason.

LOTS CONVEYED BY CERTIFICATE

Lots will be conveyed to the purchaser or purchasers by a Cemetery Certificate of Ownership. No certificate for any lot shall be issued nor shall any right of ownership pass to the purchaser or purchasers until the purchase price is fully paid.

RECORDING OF LOTS AND BURIALS

Complete records of all lot owners and interments will be kept at the cemetery offices. No person will be recognized as an owner or part owner of a lot unless their name appears upon the records of the cemetery as such.

TRANSFER AND ASSIGNMENTS

For the protection of lot owners of the cemetery, and to prevent unauthorized transfers and interments, the management shall have complete records of the ownership of all lots in the cemetery. Therefore, the following restrictions are necessary and mandatory concerning sales, transfers and assignment of all lots:

No person shall sell, transfer or assign any lot or any interest therein without complying with this Rule, and all sales, assignments and transfers contrary to the terms of this Rule are void and of no effect, and will not be recognized by the management. Any person desiring to sell, transfer or assign any lot, or any interest therein, shall convey, transfer and assign such lot or their interest unto the cemetery, and the management will, after checking its records or making such other investigation as it may deem necessary, issue to the person or persons to whom the lot owner desires to sell, transfer or convey such lot, or any interest therein, a Transfer Cemetery Deed or Certificate of Ownership. The management shall make a reasonable charge for its services, which charge must be paid in advance.

13. MODIFICATIONS AND AMENDMENTS

AMENDMENTS

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

EXCEPTIONS AND MODIFICATIONS

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

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

SEVERABILITY

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

ADOPTED AND APPROVED BY the cemetery authority of Rose Lawn Cemetery this 1st day of January 2024 .

Approved:

 /s/ Gregory M. Vogele
Gregory M. Vogele, Receiver

BE IT RESOLVED by the governing cemetery authority that the Rules and Regulations of Rose Lawn Cemetery be amended and modified. All previous Rules and Regulations shall be inoperative.

BE IT FURTHER RESOLVED by the governing cemetery authority of Rose Lawn Cemetery that it recognizes that previous exceptions have been made to Rules and Regulations of the cemetery, historically, but notwithstanding those exceptions, no future exceptions will be made without the approval of the governing body of the cemetery.

Approved:

 /s/ Gregory M. Vogele
Gregory M. Vogele, Receiver