

MIAMI MEMORIAL PARK INC.

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RULES and REGULATIONS

And

GENERAL INFORMATION

For Owners of Interment Rights

AT

Miami Memorial Park Inc.

Established 1959

COVINGTON, OHIO

(REVISED March 2017)

The rules and regulations are subject to change by MMP at any time and without notice to any Owner.

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GENERAL INFORMATION

MIAMI MEMORIAL PARK, INC. (MMP) was organized as a cemetery corporation in 1959 under the laws of the State of Ohio. It contains approximately 70 acres of land and was originally planned to be a memorial park cemetery in what was then the Village of Covington, Ohio. Today, as the area expands, MMP is well located and serves all of Miami County including, but limited to surrounding areas near Covington, Piqua, Troy, Sidney, Greenville, Bradford, Versailles, West Milton, and many other communities in Miami County, Ohio.

Since 1959, MMP has enjoyed an impeccable reputation in the community throughout the years. As changes in burial customs took place so did the development of the cemetery. The fruits of careful planning have made MMP one of the leading cemeteries in Miami County, Ohio. MMP offers a full range of cemetery services, including ground burial, mausoleum entombment, burial vaults, granite marker and accessory sales. MMP offers discounts to their property owners and family members.

In accordance with Ohio Law, the cemetery requires all customers to contribute to the endowment care funds which are carefully invested to provide income for proper long-term maintenance of the cemetery.

AVAILABLE SERVICES AND FACILITIES OF THE CEMETERY

Carefully trained and competent persons are employed by MMP to do the planting and take care of lots and graves. This work is performed at reasonable and competitive prices, and Owners are invited to obtain an estimate on any special or individual work they may require.

Community Mausoleum and Niches

Above ground Mausoleum are available for those who wish to utilize that type of facility. Located conveniently on cemetery grounds. They were unique and desired by many in the Covington area; thus selling rapidly. Individual crypts and family companion arrangements are available. Niches for cremated human remains are also available upon request. The exquisite exterior of the Mausoleum has been furnished with colorful marble imported from all over the world;

General Recommendations

Disposition of Interment Rights. It is highly recommended that all Owners make a definite disposition of their interment rights while living, by will or otherwise. Owners may re-convey their interment rights to the Cemetery, specifying the interments to be made and that no remains, now interred shall ever be disturbed or removed. A lot transfer application for this purpose may be obtained at the cemetery office.

Special Endowment. All Owners are urged to consider establishing an endowment, which is the only sure method to provide special care for the upkeep of cemetery space. An endowment is a sum of money placed in trust with the MIAMI MEMORIAL PARK, INC. for special permanent care and maintenance. This trust fund will then be held and invested by MMP and the 'income used to provide the special care selected by the Owner. This special care and maintenance shall be limited absolutely to the income received from the investment of the endowment fund, as no part of the principal will ever be expended.

Special endowment care may include maintenance, cleaning, removal, repair or preservation of any memorial structure; the planting and care of flowers, trees, shrubs or plants where permitted; the placing of floral decorations at Easter, Memorial Day, Christmas, or at any other date requested; the reseeding of lawn and special care of the lot and any other service agreed upon between the Owner and MMP. Those who are interested in providing this type of care for the space of a loved one should also contact the cemetery office.

Orders and Requests. Please note that for the protection of all Owners and your Cemetery; please file all orders and requests in writing at the cemetery office prior to interment. Responsible Party (Written proof thereof to be provided to MMP.) is to immediately execute an **Interment Order and Authorization Form** in addition to personally visiting burial site in advance of burial. If Responsible Party and/or Next of Kin fails or neglects to provide the necessary executed documentation prior to burial, MMP reserves the right to deny the interment.

Genealogical Research. Because cemetery records contain a wealth of genealogical information, cemetery offices are frequently contacted. This research can be very time consuming and potentially hinder the ability of cemetery personnel to keep abreast of each day's new record keeping requirements. Therefore genealogical research at MMP must be conducted by appointment and only by adults that have a right to the information and subject to the applicable federal and Ohio state laws of privacy. Cemetery records and files may only be accessed and handled by cemetery employees. Every effort will be made to accommodate the requests for assistance within the personnel, space and time constraints of the cemetery's office space. Research fees may be charged for this service.

RULES AND REGULATIONS
MIAMI MEMORIAL PARK, INC.

PREAMBLE

Every deed issued to a lot purchaser in MIAMI MEMORIAL PARK, INC. contains a provision that the grantee takes title subject to the Rules and Regulations then in force and which may be enacted in the future. These regulations are as binding upon the purchaser as though they were incorporated in the deed. No Rule or Regulation has been made or will be made which is not designed to be of benefit to the lot owners collectively. Experience has shown that the adoption and enforcement of the Rules and Regulations are necessary to secure uniformity, protect the interests of the lot owners and to preserve the beauty of the cemetery. All persons are required to obey the Rules and Regulations and are requested to report any infractions of them on the part of others. Lot owners are given all the privileges consistent with general plan.

MIAMI MEMORIAL PARK, INC. has an obligation to provide for the general maintenance of the cemetery grounds, including the lots, graves, crypts, niches, memorials and markers therein. MMP is able to fulfill this obligation, in part, from income realized from the sale of memorials and all other cemetery merchandise and services. In addition, a percentage of the purchase price of some cemetery merchandise is placed in an irrevocable trust to ensure that there will be income available to maintain the cemetery in the years to come. **When you purchase cemetery merchandise and services from MMP you are helping to ensure the continued beautification of your cemetery.**

i.

DEFINITIONS

As used in these Rules and Regulations, the following terms shall have the meaning hereinafter defined, unless a contrary intention appears from the context of any particular Rule or Regulation.

(a) "Burial" means the disposition of human remains by earthen burial in a grave.

(b) "Care" means the general maintenance of a cemetery and of the lots, graves, crypts, niches, family mausoleum, memorials and markers, therein within the sole discretion MMP including cutting and trimming of lawn, shrubs and trees at reasonable intervals; keeping in repair the drains, water lines, roads, buildings, fences and other structures, in keeping with a well maintained cemetery; also, overhead expense necessary for such purposes, including maintenance of machinery, tools and equipment for such care; compensation of employees, payment of insurance premiums, reasonable payments for employee pension and other benefit plans, and maintaining necessary records of lot ownership, transfers and burials.

(c) "Cemetery" means the burial ground commonly known as MIAMI MEMORIAL PARK, INC. including, without limitation:

- (1) all land dedicated, reserved or used for interment purposes
- (2) all vegetation therein;
- (3) all graves, mausoleums, crypts, columbaria, niches or other interment spaces therein;
- (4) all memorials and works of art therein;
- (5) all roads, walkways, crematoria and other structures of every kind therein;
- (6) all equipment and facilities incident to the operation of MIAMI MEMORIAL PARK, INC.
- (7) all public rights of way.

- (d) "Cemetery Deed", "Certificate of Ownership", "Transfer Certificate of Ownership" means the document by which MMP conveys a right of interment, entombment or inurnment.
- (e) "Community Mausoleum" means a structure, above ground, or partially above and partially below ground, containing crypts and niches used or intended for use by members of the general public.
- (f) "Crypt" means a space in a mausoleum used or intended to be used for the entombment of human remains.
- (g) "Entombment" means the placement of human remains in a crypt.
- (h) "Family (Private) Mausoleum" means a structure above ground, or partially above and partially below ground, containing crypts, the use of which is restricted to a group of persons related to each other by blood or marriage.
- (i) "Family Burial Estate" means an area of lots, the use of which is restricted to a group of persons related to each other by blood or marriage.
- (j) "Foundation" means the base or foundation upon which a memorial is installed. A foundation must be approved concrete or granite.
- (k) "Grave" means a space of land in the cemetery used or intended to be used for the burial of human remains.
- (l) "Inurnment" means the placement of cremated human remains in an urn and the placement of such urn in a niche, crypt, grave or other suitable location in the cemetery.
- (m) "Interment" means the (a) burial, or (b) entombment of human remains, or (c) the inurnment of cremated human remains.
- (n) "Installation and Maintenance" means the preparation of the earth to place a memorial or monument and the future maintenance of the foundation.
- (o) "Lot" means a grave, crypt, niche or plot.
- (p) "Lot Holder" or "Lot Owner" means the persons:
- (1) to whom MMP has conveyed a right or rights of interment or

- (2) who have acquired such right or rights by transfer in accordance with these rules and regulations: or
- (3) who hold such right or rights by inheritance?
- (q) "Maintenance" means the maintenance of the Cemetery as defined under Care.
- (r) "Memorial" means (a) a bronze or aluminum marker identifying a grave or graves; a name plate or inscription identifying a crypt or niche.
- (s) "Monument" means any structure for memorialization, other than a Memorial, erected upon a lot, except for a mausoleum.
- (t) "Niche" means a space in a columbarium used or intended to be used for the inurnment of cremated human remains.
- (u) "Plot" means two or more adjoining graves, crypts or niches.
- (v) "Special Care" means the care of a lot in accordance with specific instructions on the basis of an annual charge or to the extent of income derived from a special trust fund created by a lot holder in accordance with Illinois law.
- (w) "MMP" shall mean MIAMI MEMORIAL PARK, INC. or its assigns.
- (x) "Vault" means a container or enclosure that is placed in the grave around the casket to prevent the collapse of the grave and/or to protect the casket

ii.

GENERAL RULES

1. All lots in the Cemetery shall be owned and held subject to the laws of the State of Ohio and the Rules and Regulations of MMP now in force or hereafter adopted, whether or not the same appear in the Rules and Regulations annexed to the Deed to such lots or mausoleums. Lots can only be used for the interment of human remains.

MMP reserves the right to compel all persons coming into MMP to obey all rules and regulations adopted by MMP. The rules and regulations are subject to change by MMP at any time and without notice to any Owner.

2. The Cemetery will be open and may be visited every day of the year from sunrise until sunset. The Cemetery office will be open weekdays from 9 A.M. to 4:30 P.M., Saturday 9 A.M. to 12 P.M., Sundays by appointment. The office is closed on major holidays.

3. MMP reserves the right to exclude any or all vehicles from the grounds on Memorial Day or any other holiday or when any special event is taking place when it is deemed necessary for the safety of the public or private protection. MMP also reserves the right to exclude any vehicle which, might in any way damage the roads within the Cemetery grounds.

4. MMP is not responsible for theft or damage to anything placed on graves or lots.

5. All persons entering the Cemetery for whatever reason must display proper respect for the deceased and for the sacred burial grounds in which they are interred. MMP and the employees of MMP may take such measures, as the circumstances warrant in order to assure strict observance of this basic principle. In addition, the following must be adhered to:

(a) Persons with alcohol or illegal drugs will not be permitted on the Cemetery grounds.

(b) MMP reserves the right to require all persons entering the cemetery to properly identify themselves and state their purpose for visiting the cemetery. MMP reserves the right to exclude anyone who is not an Owner or a relative of Owner. No automobile shall be driven in the Cemetery at a speed greater than 10 m.p.h. All vehicles shall be restricted to the Cemetery roads. No undue noise shall be permitted in operating a vehicle through the Cemetery.

(c) Soliciting work in the Cemetery by monument firms, outside contractors, peddlers or any other persons is prohibited. No signs, notices or advertisements of any kind shall be placed within the Cemetery, unless the same are placed by MMP or with its permission. MMP may remove and destroy any advertising without notice and without liability.

(d) All work and other activity must cease during the conducting of funeral services in the immediate vicinity of the grave, crypt, or niche where the services are being held.

(e) No boxes, shells, toys, discarded glassware; sprinkling cans, receptacles, or similar articles will be permitted on any grave, lot or trees. Visitors may not throw or scatter papers or other material on the Cemetery grounds.

(f) The taking of photographs or the making of films on the Cemetery grounds will not be allowed without permission from MMP.

(g) Children under the age of fourteen years must be accompanied by an adult on the Cemetery grounds.

(h) No person or persons, other than an employee of MMP, shall be permitted to bring or carry- fire-arms within the Cemetery except Military guard of honor and then only when under the command of an Officer, during a Military Service and with the approval of MMP.

(i) All persons are forbidden to break or injure any tree, shrub, or mark any landmark, marker, or memorial or in any way deface the grounds of the Cemetery.

(j) No horseback riding is allowed and other animals may not be brought into the Cemetery, except "seeing-eye" dogs or unless they are, at all times under the full control of their owners on a leash or in an automobile.

(k) All persons are forbidden to hunt or to fish on the cemetery grounds.

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

(m) No person shall enter or leave the Cemetery, except by use of the entrances furnished by the Cemetery for the use of the public.

(n) Any person found on the grounds after closing hours as posted, without the consent of MMP, will be considered a trespasser.

6. In the event trees or shrubs situated on any grave shall by reason of their roots, branches or otherwise, become detrimental to adjacent graves or paths, or become

unsightly, inconvenient, dangerous or hazardous to visitors or employees of MMP; or if any memorial, mausoleum, or any other construction situated on a grave has fallen, is about to fall, is in a damaged condition, unsightly or in such need of repair as to cause a hazard or possible injury or danger to passengers, pedestrians or employees of MMP, MMP shall, upon notice as hereinafter provided, have the right to enter upon said grave or lot and to remove, repair or otherwise remedy the condition.

7. In the event a grave which MMP has not contracted to specifically maintain shall become overgrown, unsightly or detrimental and hazardous to adjacent graves, avenues or paths, MMP, may at any time, upon notice as hereinafter provided, and at the expense of the grave owner, enter thereon in order to maintain the same, clear off the grass, weeds overgrown ivy, shrubs or other plants and thereafter dispose of the same.

8. Prior to invoking the Rules set forth above MMP shall give ten (10) day notice, by regular or certified mail, to the last known owner at his or its last known address to rectify any of the condition-s referred to therein. In the event the said owner does not comply with such notice, MMP may proceed without further notice as provided in these Rules.

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

10. 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 MMP shall not be liable for any injuries sustained by any persons violating this rule.

11. MMP shall take reasonable precaution to protect Owners, and the property rights of Owners, within the Cemetery, from loss or damage, but MMP 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. MMP 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.

12. MMP 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, MMP 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 upon 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 the period specified in said notice, MMP 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 MMP to render any such service.

13. Unless in compliance with other requirements of these Rules and Regulations as set out in Article VII herein, all labor and equipment for interments, disinterment, entombments, inurnments, and excavations for memorial, and the construction of

foundations, walks and curbs, shall be performed solely by MMP at the expense of the Owner, who shall pay the same in advance.

Due to the requirements for the health and safety of MMP's employees in performing their duties of placing the casket and human remains into a crypt, the sealing of the crypt and the installation of the crypt front, or in handling the equipment for the refilling of a grave, the family, friends and visitors, other than employees of MMP, will be asked to remove themselves from the view of the crypt or grave when an entombment, disinterment or interment is being made.

14. MMP shall make the final determination as to the grading of a grave, and all Construction, erected thereon shall be in conformity therewith.

15. For the purpose of performing work on any lot or other part of the Cemetery, including the making of interments, disinterment, excavations for any other purpose, or for repairs or improvements, MMP 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.

16. MMP reserves the right to change the boundaries or grading of the Cemetery, including the right to modify, relocate, re-grade or eliminate roads, drives and/or walks. It also reserves easements and rights of way under, through and over the Cemetery grounds and any and every part thereof for the purpose of laying entitled thereto, an endowed right of ingress and egress over any all lots in the Cemetery for the purpose of passage and repassage to and from other lots and other parts of the Cemetery.

17. No monument or other memorial, tree, plant, object or embellishment shall be altered or removed from a lot, grave or crypt except by employees of the Cemetery at MMP's direction.

18. All charges of MMP must be prepaid. Under current Ohio law MMP is required to charge a mandatory care fund deposit at the time of an interment or entombment in a lot, grave or crypt purchased under which no deposit was previously paid to MMP's care fund. Please check with the office to see if this requirement applies to your lot grave or

crypt and if it does request the amount required. No interment or disinterment will be permitted and no memorial or embellishment placed upon any lot, grave, crypt or niche against which there is any charge or fee of MMP or mandatory Ohio care fund deposit due and unpaid. No interment or disinterment will be permitted and no memorial or embellishment placed upon any lot, grave, crypt or niche against which there is any charge of MMP due and unpaid. All charges for work shall be posted in the office of MMP and shall be final. MMP shall have the right to revise its charges from time to time.

19. Violators of the Rules and Regulations of MMP, the laws of Ohio applicable to the protection of cemeteries or are trespassers on the Cemetery grounds may be ejected there from and prosecuted and held liable under the law for any damage done by them. Anyone who persistently violates said Rules and Regulations or the laws of Ohio, applicable to the protection of cemeteries may be excluded from the Cemetery.

iii.

RIGHTS OF OWNERS

1. Interment rights can be purchased in MMP only with the written approval of MMP and subject to the rules and regulations of MMP now or hereafter adopted by MMP and for the purpose of interment only. This provision applies to all sales whether made directly by MMP or sales made Owners. MMP reserves the right to refuse to sell property or to inter the remains of an undesirable, treasonable, criminal or immoral person and in such event the only liability upon MMP shall be the amount paid by the purchaser to MMP if, in fact a purchase had been made.

2. A right of interment is an Easement Right for interment in a specific location. All rights of interment in the Cemetery whether conveyed or transferred shall be held subject to:

- (a) All applicable laws and governmental regulations
- (b) The certificate of incorporation, or other documents establishing MMP
- (c) All By-Laws and Rules and Regulations adopted by MMP.

3. The individual(s) named in the Deed or Certificate of Ownership issued and of record will be presumed to be the Owner(s) of the Right of Interment unless the Cemetery

receives written notice to the contrary. Upon the death of the Owner, an affidavit must be filed with MMP signed by one of the heirs-at-law, an executor, a personal representative or in the case of minors by their guardian. Such affidavit must include a list of the names of all of the heirs, and a majority of the heirs must also designate one of their number as representative (or if minors the guardian of one of them) who shall be authorized to sign orders for interment and give other needed directions to MMP. If no affidavit is filed by the heirs-at-law, then MMP may designate in writing one of the heirs-at-law or the guardian of a minor to act, so as to avoid future misunderstandings regarding the ownership and use of the Interment Right. MMP reserves the right to refuse interment where an owner is deceased, until satisfactory proof of heirship has been established and recorded in MMP's records.

4. A Deed or Certificate of Ownership may be issued to an individual, to husband and wife as tenants by the entirety, or as joint tenants.

5. A vested right of interment is one in which the individual holding it has a superior right to its use which is not defeasible by anyone other than the Owner or someone else who has a similar vested right. The spouse, children and parents of the certificate Owner of record of more than one interment right have vested rights, The spouse of an Owner has a vested right of interment in the space superior to any other person even if they became the spouse after the rights were acquired. No transfer or other action of the Owner without the written consent of the spouse of the Owner divests the spouse of a vested right of interment.

A vested right of interment may be released by waiver, terminated upon the interment elsewhere of the remains of the person in whom vested, or in the case of a spouse by divorce, unless it is otherwise provided in the divorce decree, No vested right of interment gives the right to be interred where any deceased person having a prior vested right of interment has been interred, nor does it give the right to have the remains of more than one deceased person interred in a single interment space in violation of these rules and regulations.

6. When an interment of the Owner or a member of his family has been made in a plot, thereafter, unless MMP is otherwise directed in writing by the Owner, the plots shall be held as the family plot of the Owner and no rights of interment therein may be transferred to non- family members unless such a disposition was made by the Owner in a will by a specific devise, or by a written declaration filed and recorded prior to his death in the office of MMP. In a family plot, the following shall have preference as to use:

- (a) One right of interment may be used for the Owner's interment;
- (b) One right of interment may be used by the Owner's surviving spouse, if any, who has a vested right of interment in it;
- (c) If any rights of interment are remaining, the parents and children of the deceased Owner, in order of death, may be interred without the consent of any other person claiming any interest in the rights;
- (d) If no parent or child survives, the right of interment goes in order of death, (a) to the spouse of any child of the record-Owner, and in order of death, (b) to the next heirs at law of the Owner or the spouse of any heir at law.

7. The subdivision of interment rights is not allowed without the consent of MMP and no one shall be buried in any lot in which the rights have been subdivided, except by written consent of all parties interested in such lot and of MMP.

8. If an Owner of record dies without providing a written declaration, a specific devise by will and no affidavit is provided by as required in Rule 23 above, then any unused rights of interment descend to the heirs at law of the Owner subject to the rights of interment of the descendant and his or her surviving spouse. Upon the death of a joint tenant, the title to any lot held in joint tenancy immediately vests in the survivors, subject to the vested rights of interment of the remains of the deceased joint tenant.

9. When there are multiple Owners of rights of interment, they may designate one or more persons to represent their interests by filing written notice with MMP. In the absence of such designation no one shall be interred in any lot in which they have no interest, without the written consent of all parties who have an interest in the lot and MMP.

10. MMP is authorized to permit the use of an unused interment right by a person entitled to its use if it receives an affidavit by a person having knowledge of the facts setting forth: (1)

the fact of the death of the Owner and the name of the person or persons entitled to the use of the right of interment; or (2) the fact of the death of one joint tenant, proof of the identity of the surviving joint tenants or their successors in interest, and the written direction of the surviving joint tenants or their successors in interest.

11. Subject to these Rules and Regulations and the Laws of Ohio, interment rights are freely transferable. Upon the receipt of written instructions or a certified copy of a will containing specific devises from the deceased Owner of record, MMP shall, however, restrict interments to the persons designated in the authorization or devise. No transfer of a family burial estate will be accepted by MMP after interment of the original Owner or Owners, except for the interment of family members, or others as designated in writing or by a will by the Owner or by court order.

12. MMP may exchange interment rights when desired by Owner, but not for interment rights of lesser value. When such an exchange is made, the original conveyance must be surrendered by proper assignment, or by re-conveyance, if considered necessary and any required fees or care fund charges are paid, before any change is affected.

13. No transfer or assignment of any right of interment, or interest therein shall be valid until accepted in writing by MMP, on MMP'S forms and recorded in the books of MMP. The right or interest must be reconveyed to MMP; MMP shall then issue a new Certificate of Ownership or Transfer Certificate of Ownership to the new Owner. MMP may also refuse to consent to a transfer or to an assignment as long as there is outstanding any portion of the purchase price or the deposit required to be made to MMP's care fund due from the record-owner. Under Ohio law MMP is required to collect an additional care fund deposit for all transfers of rights of interments or interest therein to anyone other than a spouse, parents, grandparents, children and siblings of the transferor.

14. MMP may fix a charge for all transfers of Ownership, lots, niches or crypts. No transfer of Ownership shall be complete or effective until all charges are paid.

iv.

INTERMENTS

1. **REQUESTING AN INTERMENT DATE AND TIME:** Minimum 48 hour advance notice and approval required. All requests for interments at Miami Memorial Park must come to the cemetery by direct contact with an authorized person at the cemetery by an owner, owner's legal representative, or funeral director representative. The request (Date and Time) must be approved by an authorized cemetery representative. No telephone voice message will constitute a notification or approval. All financial arrangements are as follows: A funeral director who is actively/regularly doing business with MMP may have the privilege of paying by company check the day of interment service. Payments from any other source must be paid to MMP 48 hours in advance of interment service.
2. No interment shall take place without an authorization, order or burial permit (MMP Interment Order and Authorization Form) signed by the person or persons authorized by law and/or by the lot owner or owners and the payment of all of the required charges, including the care fund deposit required by current Ohio law for owners who acquired their interment rights prior to change. The same shall designate the location of the lot to be used. MMP shall be entitled to rely on the accuracy of the information set forth in such burial permit, and shall not be liable for any error therein contained, or as to the identity of the person whose remains are to be interred.
3. Orders for interment may, at the option of MMP may be received by telephone only in an extreme emergency, from the Owners or their assigns on record at the Cemetery office. If other than the Owner or their assigns make the interment arrangements by telephone, then an "Authority to Inter" form furnished by the Cemetery or a notarized statement signed by the Owner giving authorization to inter must be delivered to the Cemetery 48 hours prior to the time of actual interment. MMP shall not be responsible for any error that may be made in accepting a telephoned interment order. MMP may at its discretion request its Owners to make all interment arrangements at the MMP' office.

3. Order for interment form must be authorized 48 hours prior to interment by an authorized MMP representative, and the following information furnished: (a) name and age of the deceased; (b) lot, and section number; (c) name of Owner of interment space; (d) name of funeral director; (e) exact size of burial container and manufacturer; (f) date of interment and time of arrival at Cemetery; (g) name, address(s), telephone number(s), and email address(s) of the next of kin. Exceptions to this rule will be made only when so ordered by the authorized officers of the Cemetery.

5. All funerals upon reaching the Cemetery shall be under the supervision of MMP. MMP shall have the right to refuse to proceed with the interment unless the funeral is accompanied by a duly licensed funeral director. Before the interment may proceed, such funeral director must register at the Cemetery office and deliver all necessary permits and authorizations.

6. No casket may be opened, or reopened, and no items may be removed without the specific written order of appropriate civil authority, or by authority of an officer of MMP.

7. All vaults shall be approved by the authorized officers of MMP. The outer width of a burial container dimensions may not exceed thirty-four (34) inches in anyone grave, and if the same is larger, two graves must be utilized.

8. MMP shall not be liable for any delay in interment due to failure to comply with its Rules and Regulations, inclement weather, strikes, unforeseen underground obstructions, the filing of a protest, or other circumstances beyond MMP's control. No interment will be allowed in the cemetery on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or, except in the case of death from a contagious disease when immediate interment is ordered by the Department of Health or for religious reasons.

9. Only one interment shall be permitted in each grave or crypt, except in the case of a mother and an infant child or of twin children under ten years of age buried at the same time, but two or more interments of cremated remains or the interment of an adult and one interment of cremated remains may be allowed together.

10. No interment will be permitted beneath any path, walk or road, whether shown on the maps of MMP or actually in existence.

11. Grave location must be approved by the Owner or his authorized representative in writing on the Cemetery Interment Permit. This permit shall be kept as part of the Cemetery permanent records

12. The use of an outside burial container is required for all burials. All burial vaults or other containers must be constructed of concrete or steel or of other composition approved by MMP. Wood boxes are not permitted. The requirement of such a container is not solely for purposes of protection from the environment, but to insure against cave-in, so that the cemetery ground shall remain safe for maintenance and ingress and egress.

13. Scattering of cremated remains over the Cemetery or over a specific lot is not permitted, except for areas dedicated for that purpose.

v.

CEMETERY MAINTENANCE

PLANTINGS AND DECORATION OF SPACES

1. The term "maintenance" refers to the maintenance of the Cemetery in its entirety. It shall consist, among other things, of the general maintenance of the public walks and roads in the Cemetery, the general maintenance of the Administration Building, garages, fences, equipment and records used in the proper administration, protection and operation of the Cemetery. **It shall not include special care of graves, or any shrubs, memorials or other structures situated thereon.**

2. No plantings will be permitted in the cemetery other than as provided in the bulletin by the Cemetery covering Regulations for cemetery decorations, which is available at the Cemetery Office and by this reference is incorporated herein.

3. All work and all planting of any kind on all lots and graves are strictly prohibited. Cut flowers may be used at any time. Placing potted flowers and plants on lots and graves

are not permitted except on holidays, birthdays' and anniversaries. The decorations shall be removed within five (5) days from the special days herein set forth. Memorial Day potted plants and flowers are permitted seven (7) days before and removed seven (7) days after. Winter wreaths and blankets are permitted November 10 to March 1. No artificial flowers or wreaths are permitted March 1 to November 1 due to mowing. During the mowing season, due to liability reasons, no shepherd hooks or statuary (concrete or ceramic) will be permitted on graves. The digging of holes for any purpose by anyone other than MMP's employees is strictly prohibited.

4. No money shall be paid the attendants on the grounds. The entire time of the persons regularly employed on the grounds belongs to MMP. Visitors and lot owners must not otherwise engage them. All orders, inquiries and complaints must be filed at the office.

5. All persons are strictly prohibited from picking flowers, removing turf, trees or shrubs, or in any way altering or marking any property within the Cemetery not specifically belonging to them, or in any way defacing the Cemetery grounds.

6. Grave blankets or wreaths, on easels, of balsam or fir will be permitted on any occupied grave during the Winter Season from about November 10 to about March 1.

7. All vase units shall be turned down into the ground when not in use. MMP assumes no responsibility for vase units that are damaged by weather or in any other way.

8. Any planting, decoration or other object(s) placed on or above a grave or lot shall be removed, when in the judgment of management such action is warranted and in the best interest of the Cemetery.

9. Nothing hereinabove contained shall be deemed to prohibit care of a grave by the lot owner or his duly authorized representatives. All rubbish made by such owners or other representatives, must be removed by them immediately after completion of the work to such places of deposit as may be provided. In the event this Rule is violated, MMP may, upon giving five days' written notice by regular or certified mail to the lot owner at his last known address, remove such rubbish at the expense of the lot owner.

10. The general care of the entire Cemetery grounds and lots is assumed by the Cemetery under the provisions of a Care Fund Trust Agreement. General care, however,

does not include any special care. Estimates for any special care or work will be made by MMP upon application, and charges for the work must be paid in advance.

vi.

OUTSIDE CONTRACTORS

1. Generally all work on the cemetery grounds is to be performed by MMP's employees. However there may be some instances where work will be performed by outside contractors. Prior to initiating or beginning any type of service or work on the cemetery grounds, all outside contractors shall secure an authorization permit from MMP. This permit will be issued within three working days of compliance with all requirements in these rules and regulations.

2. All outside contractors employed by Owners to work upon their lots in any capacity must give notice at the Cemetery Office stating the kind and style of work to be done, and file with MMP a written permit signed by the Owner for such work.

3. No materials may be brought or delivered into the Cemetery until a written permit is obtained from the Cemetery Office stating the kind and style of work to be done, and file with MMP a written permit signed by the Owner for such work.

4. All outside contractors must furnish to MMP detailed plans, specifications, and a copy of warranty of product for each individual contract.

5. 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 Ohio, in an amount to be determined by MMP, containing an automatic cancellation notice to MMP, guaranteeing to indemnify MMP or Owner for any damage caused to any lot or to the property of MMP. Information on current requirements can be obtained at MMP ' office.

6. 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 Ohio evidencing adequate coverage for public liability, property damage and Workmen Compensation. MMP reserves the right to require an outside contractor to

list it as an additional insured on some or all policies and to provide automatic cancellation notice to MMP. Information on current requirements can be obtained at MMP ' office.

7. All fees owed to MMP, must be paid at the time application is made for a permit. These fees include all immediate care and future care charges.

8. All work performed in the Cemetery by outside contractors shall be in accordance with the standards and specifications for such work as, performed by MMP employees for the same type of work. These specifications and standards are available at MMP offices and MMP reserves the right to change those standards and specifications from time to time without notice. All work performed by outside contractors shall be supervised by MMP to assure compliance with the standards and specifications, a reasonable supervision fee shall be paid by the said contractors to MMP, and all work is subject to a final inspection by MMP.

9. No contractor, or other person will be permitted to work in the Cemetery on Sundays, Legal holidays, or before 8:00 A.M. on weekdays, and all workers must leave the Cemetery grounds no later than 3:30 P.M. Monument dealers will not be permitted to do any monument work after 3:30 P.M. on Monday through Friday, or all day Saturday. No outside contractor will be permitted to work if the work interferes with a funeral services or work being performed by MMP's employees.

10. All workers of contractors are subject to the supervision of MMP and any work person failing to comply with these Rules and Regulations will not be permitted to work in the Cemetery.

11. MMP in no event assumes 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 MMP 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 been delivered, MMP may remove the same or, if in its opinion the same may be put in proper order, MMP may at its discretion put the same in proper order at the expense of the outside contractor. MMP

may fix and collect from an outside contractor. MMP may affix a reasonable charge for the use of the Cemetery roads and facilities.

12. If in the opinion of MMP it is necessary to make a survey before a contractor performs work or furnishes material, MMP may make a survey and may fix and collect from the contractor a reasonable charge. All corner stakes must be laid out by MMP and the grade of all lots will be determined by MMP. The contractor shall be governed thereby.

13. No work will be left in an improper and unfinished state, and should such occur, MMP may complete or remove same, at the expense of the Owner or the contractor.

14. **No motorized equipment will be permitted within the sections without the specific consent of MMP.**

15. When making improvements some degree of obstruction to roads, avenues and paths becomes necessary, prior approval by MMP must be obtained, and the same must be as slight as possible. No unnecessary delay will be permitted after work has been commenced.

16. Where heavy material is to be moved, planks must be laid on the paths or grass affected to protect them from damage.

17. No setting of memorials will be permitted during inclement weather, the same to be determined at the sole and absolute discretion of the Cemetery superintendent or his assistant or designee.

vii.

DISINTERMENT

1. Any person desiring to disinter a body from grave space owned by another must present a written permit signed by the Owner for such removal, and also sign a request himself to have such removal made. These requests shall remain on file in the office of MMP.

2. No disinterment will be permitted without the proper state and local permits, the consent of MMP and all the persons whose consent may be necessary or advisable

under the laws of the State of Ohio. MMP may, in its sole and absolute discretion, require that in addition to such consents an order of the Courts also be obtained.

3. MMP shall under no circumstances be held liable in case of disinterment or removal where it acts upon the written order of a person claiming to have the authority to give such order.

4. All disinterment must be made by MMP and all charges in connection therewith, including unpaid arrears pertaining to the lot, if any, shall be payable in advance before a disinterment shall be permitted.

5. The date of a disinterment shall be determined solely by MMP. Due to the requirements for the health and safety of MMP employees performing the duties of handling the equipment; the family, friends, and visitors, other than employees of MMP will be asked to remove themselves from the view of the crypt or grave when a disinterment is being made.

6. When a removal is to be made from a single grave to another grave, the formerly occupied single grave space and all rights therein revert to MMP. If no steel or concrete vault has been used for this interment, one must be furnished.

viii.

MEMORIALS

1. MMP reserves the right at all times to prescribe the kind, design, size, symbolism, crafting, quality and material of all markers, memorials, monuments, features and inscriptions placed in the Cemetery, referred to collectively in this section as "memorials". All Owners or anyone duly authorized to act for and in behalf of an Owner, before ordering any memorial must secure from MMP written approval of the design, size and lettering style. The names of manufacturers of bronze complying with these requirements will be supplied on request.

2. In the event a memorial of theretofore uninstalled size or shape is approved by MMP, the Owner shall pay the fair and reasonable cost of the special form required to

construct the foundation for such memorial, and the charge for service, installation and continual care shall be by special arrangement with MMP payable in advance of the work to be done. The continual care charge shall be based on the square inch area of said memorial.

3. The consent of the Owner of the lot or next of kin or person authorizing the interment will be required for placing of any memorial, but MMP shall incur no liability for failure to receive such consent.

4. Photographs and UV applied color will be permitted on memorials.

5. The name or inscription on each memorial must correspond with the name and record in the office of the Cemetery, and no change shall be made thereon except upon request of the proper parties and by the permission of MMP.

6. No property Owner shall erect, install or place, or cause to be erected, any memorial until it is first approved by MMP.

7. MMP reserves and shall have the right to correct any error that may be made by its employees or outside contractors in the location or placing of a memorial in the Cemetery.

8. While MMP will exercise all possible care to protect raised lettering, carving or ornaments on any memorial on any lot, it disclaims responsibility for any damage or injury thereto.

9. Lot and care fund charges must be paid in full before memorial is installed.

10. To preserve uniform beauty all bronze and aluminum memorials must meet the following specifications. ***(Aluminum memorials are not recommended. Purchaser should acquire a written guarantee directly from manufacturer. Purchaser will be responsible for any damages to an aluminum memorial.)***

(a) Each casting or engraved bronze or aluminum memorial shall be true, free from all weakening defects of any character, and also free from minor defects and imperfections. All exposed surfaces must be smooth; no sand-like roughness will be permitted.

(b) All letter, numerals, ornamentation and insignia must be hand-chased or chased by machining centers, finely buffed and highlighted.

(c) Each memorial shall have cast or attached integral bosses attached by a capacity discharge weld on the back in locations specified by MMP. The bosses shall be drilled and tapped to receive 3/8" diameter anchor lugs in brass or bronze sufficient in length to secure the bronze to the base.

(d) All Owners or anyone duly authorized to act for, or in behalf of an Owner of interment rights, before ordering any memorial should secure from MMP written approval of design, size and lettering style.

(e) All memorials must be inspected by MMP before acceptance for installation, and MMP reserves the right to reject any, which do not comply with these requirements.

11. The following bronze or aluminum memorial sizes or any customized sizes approved by MMP are specified for use on ground sepulcher rights:

(a) Infant memorials 10"x12".

(b) Child memorial: size 22" x 10"/24" x 13"/24" x 14" with or without vase.

(c) Individual memorials size 24" x 12" government or matching government or 24" x 14.

(d) Companion (side by side) Memorials size 44" x 14" with or without vase.

(e) Family memorials (two or three names on side by side graves) size 56" x 16" with or without vase.

(f) All aforementioned memorials can be installed on a granite foundation.

(g) All granite foundations shall be 2" larger than the bronze or aluminum memorial on all sides.

(h) MMP will permit only the use of Bronze Urns or Vases and Aluminum Vase Units approved by the Board of Directors, the base of which shall be a foundation installed by MMP or in accordance with these Rules and Regulations. MMP will not be liable for lost or stolen vases. Misplaced or broken vases cause by workmen will be replaced

(i) Upright and flush granite monuments, included in the purchase price of the lot, are allowed in designated sections of the cemetery.

12. The completed memorial is subject to the approval of MMP and if unsatisfactory, it may be removed by the Cemetery management.

13. No memorial may be set to embrace two or more spaces unless it is a companion or family memorial.

14. All memorials shall be set on uniform lines as prescribed by MMP to conform to the general plan of the Cemetery.

15. Subject to the provisions Article VII hereof, MMP ' reserves the exclusive right to do all grading; landscaping; excavating; installing of foundations, walks and curbs; installing of memorials; sealing crypts and niches; making of interments, disinterment, entombments, inurnments and removals (including all openings, fillings and closing of interment space with its equipment--including but not limited to its tents, artificial grass and lowering devices); to care for any crypt or niche; and to plant all trees and plants of any and several kinds. The owner of the interment space, and all others requesting the same, shall prepay the Cemetery's established charges therefore in advance.

16. Application for installation of a memorial and the approval thereof by MMP shall be made in writing on MMP forms and signed by the Owner with his address and cemetery location. Such application shall be supported by the design, specifications, blueprints, details, warranty, and guarantee as to replacement and maintenance as is required by MMP. No memorial shall be installed without a setting order signed by the Owner and approve by the authorized officers of MMP.

17. Subject to the provisions Article VII hereof, all markers or memorials shall be installed by MMP at the cost of the Owner, and MMP shall assume responsibility for the proper installation of such marker or memorial; but MMP shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by MMP.

18. Should any memorial become unsightly, dilapidated or a menace to visitors or employees, or not in compliance with these rules and regulations, MMP shall have the

right either to correct the condition or to remove the same at the expense of the Owners.

19. All agreements for the purchase of a memorial from MMP must be on MMP forms. All terms and conditions for the purchase of the memorial must be recited in the purchase agreement. If the marker or memorial is purchased through MMP, the installation and maintenance and foundation charge shall be included in the purchase contract. The installation and maintenance charge shall each be on the basis of such amount per square inch of the marker or memorial plus foundation product cost, as set forth in the formula in the foregoing regulation hereof.

20. The charges for building foundations, installation maintenance and continual care of all markers and memorials shall be reasonable and uniform. They shall be posted at the Cemetery office, and from time to time they will be subject to change. The charge for the above will be assessed on all memorials placed in the cemetery whether purchased from MMP *or* an outside source. The portion of this charge that is paid for continual or future care shall be paid by MMP into MMP's care fund. No memorial may be installed until the charges due to MMP for its installation and continual care have been paid in full.

21. If the memorial is purchased through MMP, the service and installation charge and the continual care charge shall be included in the purchase contract. If the marker or memorial is purchased from an outside agent and is approved by MMP, charges for service, install and care shall be one dollar (\$.94) per square inch of such memorial.

22. No memorial may be installed in the Cemetery, unless the manufacturer thereof has first been approved in writing by MMP and such manufacturer, or the retail dealer of its product, will guarantee replacement, at its expense, in the event of defective material workmanship, or discoloration when exposed to the elements.

23. Orders for government markers will not be approved by MMP until a setting order has been signed by the next of kin of the deceased veteran. Only 24" x 12" bronze Government Issue Veteran markers will be accepted by MMP. They will be placed under the following specifications:

(a) At head or foot of grave with or without vase, on either granite or concrete foundation.

(b) As a companion with or without a vase on granite size 62" x 16".

24. No more than one family name may be permitted on any memorial unless approved in writing by MMP at the time of the sale of the interment right. All memorials shall be set in a uniform line as prescribed by the cemetery, to conform to the general plan of the cemetery.

25. If any memorial or any structure whatsoever, or any inscription to be placed on same, shall be determined by MMP to be offensive, MMP shall have the right and it shall be its duty, to enter upon such lot and remove, change or correct the offensive or improper object or objects.

ix.

GRANITE BASES AND SPECIFICATIONS

1. All bronze or aluminum markers may be installed on rectangular granite or reinforced pre-cast concrete base. Granite bases shall be of the same quality as that of upright monuments. All concrete under normal testing standards and the reinforcing diagram must be submitted to MMP for approval before installation. The height of the bronze or aluminum marker when set shall be flush with the ground grade level at the site.

2. Granite must be 4 inches wider and 4 inches longer, minimum, than the bronze or aluminum plate providing a granite border of 2 inches minimum on all sides of the bronze plaque.

3. Bases must be made of good, sound durable stock and shall be free from sap and components, which cause rust stains, or seams, or any imperfection.

4. The Base must have sawed bottoms and shall be fabricated from sawed granite slabs. The top surface of the base must be polished.

5. The thickness of the Base must be uniform throughout and shall not be less than 4 inches or more than 5 inches in thickness. If the granite length exceeds 48 inches, the thickness must be a minimum of 4 inches.
6. Anchor lugholes must be cut through the granite, having a minimum diameter of $5/8$ inches and a maximum diameter of $7/8$ inches. Lugholes with blast-out on back reducing thickness at such point by more than $1/2$ inch or below 3 inches are not acceptable.
7. Vase holes must be adequate in size and preparation to receive the vase receptacle.
8. All sharp outside edges must be lined or slightly leveled (not less than $1/8$ inches level or more than $1/4$ -inch level), or slightly rounded to prevent chipping.
9. Only granite bases having lug and/or vase holes prepared by a boring machine are acceptable for installations. Lug and/or vase holes made by a drill or any compression instrument are not acceptable.
10. Granite bases, which are cracked, shipped broken or in any other damaged condition at installation must be replaced by the supplier.

x.

MAUSOLEUM

1. In order to preserve the facing of the Mausoleum, among other reasons, all crypts and niches will be opened and closed only by MMP.
2. Because of the limited space in the corridors and the necessary mechanical equipment required in placing a casket in the crypt, all entombments will be made privately as soon as possible following the committal services.
3. All bodies must be properly embalmed.
4. One entombment or two cremated remains will be allowed in any single crypt, and one urn per single niche.
5. All crypt and niche fronts will have the name of the deceased, the year of birth and death in uniform style in conformity to that designated for the mausoleum, and no other lettering or designation will be permitted without specific, approval of the

management, except for an approved insignia or emblem or a recognized religious or fraternal sect Which must first be approved by the management.

6. No receptacles or vases for flowers, flags or religious symbols or ornamentation of any type will be permitted on any crypt niche face, except as provided in #3 above.

7. Only small flower vases will be permitted. All wilted flowers or plants will be removed by MMP as will all vases or ornamentation not approved by MMP or located in an area outside of that designated by MMP.

8. All rules and regulations heretofore set forth shall apply equally to the mausoleum except where said rule is obviously inappropriate or where Ohio specifically deleted or superseded by an applicable regulation pertaining to mausoleum use.

9. No entombment shall be permitted until the entire crypt is paid in full unless this rule is specifically exempted by MMP.

10. The number of urns in any niche shall be under the control of the control of the Management. All cremated human remains must be in a container approved by the Management.

11. All work, of every type, including inscriptions, openings and closings, performed in the Mausoleum shall be done by the employees of the Cemetery, at a reasonable charge, determined by the Management.

12. For all space sold there shall be paid a deposit for perpetual care, in such amount as is determined by the Management, into the Trust Funds for the general care of all such spaces and the Mausoleum.

13. The Management shall make general rules for owners and visitors to the Mausoleum including, but not being limited to, hours of visitation, dress and general conduct.

xi.

CREMATED REMAINS

1. Not more than two cremated human remains are allowed in one adult interment space.

2. One cremated human remains may be interred on top of an existing grave space provided there is no vacant space in the lot, an additional interment right is purchased and a permission form is signed by the person or persons authorized by law as owners.
3. When a cremation space or niche is purchased the requirements for the number of cremated remains allowed and the type of memorial will be indicated on the Purchase Agreement and/or Certificate of Ownership.

xii.

PRIVATE MAUSOLEUMS

1. Private Mausoleums built either wholly or partially above ground shall be constructed only in lots so designated and shall be constructed of first grade material similar in all respects to the stone used in other memorials within MMP.
2. The plans, specifications and location on the lot for the private mausoleum shall be subject to the approval of the superintendent or of the Board of Directors of MMP.
3. Blue prints or sketches of the of the proposed mausoleum specifying its size, location on the lot, inscription, quality of stone and the name of the supplier furnishing said stone shall be provided to MMP.
4. MMP shall have the authority to reject any plan or design for any mausoleum on account of size, design, inscription, kind or quality of granite which in the opinion of MMP is unsuited to the lot of which it is to be placed.
5. All parts of the mausoleum above ground shall be of natural stone from approved suppliers.
6. When an Interment is made in a private mausoleum the casket must be a sealed type of Metal casket and the crypt shall be properly sealed as directed by the superintendent of MMP. The entrance to the private mausoleum shall be constructed so as to be closed and protected in a secure manner.
7. Should any private mausoleum become unsightly, dilapidated or a menace to visitors MMP shall have the right either to correct the condition or to remove the private mausoleum at the expense of the owner.

8. The completed work on a private mausoleum is subject to the approval of MMP and if unsatisfactory may be removed.
9. The name or inscription *on* any private mausoleum must correspond with the name in the records of MMP and no changes shall be made thereupon except upon request of the proper parties and with the permission of MMP.
10. The owner of all private mausoleums will be required to establish a special care fund in an amount of not less than \$1,000 to assure that the income will be sufficient to provide for the maintenance of the private mausoleum including the necessary insurance coverage. All charges for the private mausoleum and the construction thereof shall be paid for in advance,
11. MMP reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons with respect to the location or the placement of the private mausoleum in the cemetery.
12. These Rules and Regulations specifically apply to private mausoleums, however, other, parts of these Rules and Regulations of MMP are also applicab1e to all lot owners and should be consulted.

xiii.

MODIFICATIONS AND AMENDMENTS

1. Because of continuing changes in customs, practices, economic conditions, and products, MMP may, and 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. MMP further reserves the right to modify and change all prices referred to herein without notice.
2. A copy of the current Rules and Regulations and price list will be available for inspection at MMP ' office located in the Funeral Home during its regular office hours.
3. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. MMP, therefore, reserves the right, without notice, to make

exceptions or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable; and such exceptions or modifications shall in no way be construed as affecting the general application of such.

4. If any section, subsection, paragraph, clause or provision of these Rules and Regulations shall be adjudged invalid, such adjudication shall apply only to the provision so adjudged, and the rest of these Rules and Regulations shall remain valid and effective.