

## **CEMETERY RULES AND REGULATIONS**

### **Purpose**

These rules and regulations are designed for the protection of Owners of Interment Rights as a group. They are intended not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect your Cemetery and create and preserve its beauty. These rules and regulations are hereby adopted as the rules and regulations of the Cemetery and all owners of interment rights. Visitors and contractors performing work within the Cemetery shall be subject to said rules and regulations, amendments of alterations as shall be adopted by the Cemetery from time to time.

### **Perpetual Care**

For the purpose of the care and maintenance and the reasonable administration of the cemetery grounds and buildings at the present time and in the future, a Perpetual Care Trust Fund has been established.

### **Interments**

Property in the cemetery shall be used only for the purpose of burying the remains of human beings.

Owners shall not receive any property, but rather only receive the right to control the interment for that property.

Pursuant to State Law, an individual who signs an authorization for interment of human remains is considered to warrant the truthfulness of any fact set forth in the authorization including the identity of the person for whose remains the interment, entombment or inurnment is sought and also the individual's authority to order final disposition. Moreover, the individual signing the authorization is personally and individually liable to pay damages in compensation for harm that is caused by or results from the signing of the authorization.

Interments and disinterments will be allowed only upon written consent of the owner, or surviving heir or heirs of deceased owner, or his or her administrator or executor unless under court order.

Upon the death or judicially declared incompetence of an owner, it is the duty of the heirs, devisees or guardian to file with the Cemetery proof of their right to use the lot; and further burials upon the lot may not be permitted until such proof is presented.

A transfer of Interment Rights is not effective until approved and recorded by the Cemetery, and any-all applicable transfer fees are paid.

It is not the policy of the Cemetery to repurchase Interment Rights.

Joint owners shall reserve the right to use for interment the number of spaces proportionate to their ownership without the consent of the other owners. In cases of divorce where both parties are named as purchasers on a contract or right of interment, a copy of the divorce decree specifying who has rights to the property and/or merchandise must be provided to the Cemetery before any interment or transfer of ownership is allowed.

When instruction regarding the location of an interment cannot be obtained, or is indefinite, or when for any reason the interment space cannot be opened where specified, the Cemetery may, at its discretion, open it in such location as deemed best and proper, so as not to delay the funeral; and the Cemetery shall not be liable in damages for any error so made.

The Cemetery reserves unto itself the right to ingress and egress over all lots at all times. This reservation of rights is subject to and shall not limit the rights afforded outside dealers under applicable Georgia law.

The number of interments that may properly be made upon a lot is definitely fixed at the time of purchase and no more will be permitted except by the express written consent of the Cemetery.

Except in emergency cases, forty-eight (48) hours notice is required for the preparation of a grave. The digging and preparation of a grave shall be done solely by the employees of the Cemetery or its agents, the reasonable cost for which shall be paid by the owner prior to any interment being made. It will also be necessary for a member of the family to sign a proper interment order and make satisfactory financial arrangement as to the grave opening/closing professional service fee. Because of the difficulty of handling, an extra charge will be made for vaults of unusual weight or size. Interments, Entombments or Inurnments on Weekends and Holidays are subject to an additional grave opening/closing professional service fee.

Not more than one body, or the remains of more than one body, shall be interred, entombed or inurned in one space, except by the written consent of the Cemetery.

The scattering or placement of cremated remains shall be permitted only upon the written approval of the Cemetery and shall be subject to the payment of all applicable Cemetery fees and be in compliance with all applicable laws.

## **Disinterment**

The term disinterment refers to the act of removing human or cremated remains from an interment, entombment, or inurnment space for the purpose of relocating the remains to another interment, entombment, or inurnment space in the cemetery or moving them elsewhere.

As a condition for performing any disinterment, the Cemetery requires written authorization signed by the Owner and/or the deceased's next-of-kin or their respective authorized representative on a form approved by the Cemetery. The Cemetery may also require additional documentation including a court order. All disinterments must be conducted in accordance with state and local law.

The Cemetery shall exercise due care in making disinterments, but shall assume no liability for damage to the body, casket, outer burial container, or urn in making a disinterment in accordance with written instructions of the Owner or his or her duly authorized representative(s). When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment or is damaged prior to or during the disinterment, an outer burial container meeting the Cemetery's specifications must be furnished by the Owner or next-of-kin for the new interment.

Owners or any other person having an interest in any Interment Rights are permitted one interment, entombment, or inurnment per space. If a disinterment, disentombment, or disinurnment occurs, the space reverts back to the Cemetery.

### **Planting**

Planting and removal of grasses, shrubs, flowers, etc., are at the discretion of Cemetery Personnel. The Owner shall not receive any property, but rather only receives the right to control the interment for that property. Ownership does not confer any right to do planting, etc., without the express written consent and signature of appropriate Cemetery Personnel.

### **Ornamentation of Lots**

The Cemetery retains control and supervision of all property which is sold; and the Cemetery retains the right to enter upon any property and prohibit, modify or remove any structures, object, improvement or adornment which may have been placed thereon in violation of the rules; or which may be considered objectionable or injurious to the property or to the Cemetery in general without any notice either on a scheduled clean-up date or any other time without right of claim by Owner. Except for outside dealers operating in accordance with Georgia law, no work may be done except by the regular employees of the Cemetery, except by express written consent and signature of appropriate Cemetery Personnel.

### **Flower and Floral Arrangements**

Floral arrangements are limited to one arrangement per marker, unless said marker has provisions for additional vase or vases. Vases must be used that are integral with the marker.

Cut flowers may be used at anytime, provided the flowers are in a vase approved by the Cemetery. Unapproved receptacles, baskets and designs will be removed at the discretion of the Cemetery without right of claim by Owner.

## **Potted Plants**

Potted plants will be permitted upon property at Easter, Memorial Day and other similar occasions. If not called for within five days they may be eliminated. Upon application to the Cemetery, potted plants may be allowed on special dates for five days. At all other times potted plants will be removed. Florists' deliveries of potted plants and flowers will not be permitted on Memorial Day.

## **Emblems**

Metal emblems or markers are prohibited except on Memorial Day, not to exceed two days before Memorial Day and removed not later than three days thereafter. Otherwise the Cemetery without claim or right by the Owner will remove such emblems.

## **Flags**

Flags will be allowed on veterans' burial sites throughout the year, provided that the flag is secured by either an approved veteran's flag holder or within an approved vase (refer to the second paragraph under subsection Flowers and Floral Arrangements). Under no circumstances should the height of any secured flag exceed two and a half (2-1/2) feet.

The Cemetery reserves the right to remove any flag that is deemed to be unsightly, offensive or displayed in such a way that it could be dangerous to any employee or visitor.

## **Traffic Rules**

Visitors are admitted only at the discretion of the Cemetery.

No person will be allowed to enter the Park except through regular entrances maintained for the public for such purposes.

The use of roads and paths in the Park as thoroughfares or public highways, either in vehicles or on foot, is prohibited. Violators of this rule shall be considered as trespassers.

There shall be no driving allowed over the lots or upon the lawns; provided, however, that the Cemetery shall provide reasonable access to outside dealers operating within accordance with Georgia law.

Buses or other "large" vehicles will not be allowed to enter the grounds, except by special permission.

Admission of vehicles upon the roads of the Park will be permitted as a privilege and not as a right inherent to the ownership of a lot, or otherwise. As a privilege it is restricted to those who observe the traffic rules adopted by the officials of the Cemetery.

The speed limit for automobiles is limited to 15 miles per hour.

Vehicles are not permitted to make U-turns, but must go around the section.

Visitors upon foot have the primary right to the use of the roads, and all vehicles' drivers are required to observe their right by careful driving and a strict adherence to the rules.

The sounding of horns, sirens or other automobile signals within the Park is prohibited.

## **Memorials**

In order that improvements are kept uniform, the Cemetery reserves the right to regulate the size and quality of all memorials including: benches and other construction on any grave or lot in said Cemetery.

Only one grave marker will be permitted on one grave space. No memorial may be set to embrace two or more grave spaces except a Companion or a Family Memorial, nor shall more than one family name be permitted on any memorial, unless approved in writing by the Cemetery at the time of the sale of the Interment Right. All memorials shall be set on uniform lines as prescribed by the Park, to conform to the general plan of the Park. The marking of each lot, grave or graves, except as hereinafter provided, is restricted and limited to flat bronze tablets (not less than 87% copper, 5% Tin, 2.5% Zinc, all other elements not to exceed 2.5%) on a granite base set flush with the turf, except in areas platted and specified for the sole use of upright monuments. Future death date scrolls or engravings are not included in the purchase of any marker unless specifically stated on a contract by the Cemetery. Except for purchases from or installations by dealers operating in accordance with Georgia law, all markers must be either purchased from or approved by the Cemetery with installation performed by or under the control of the Cemetery.

Installation charges will be at the standard rate in effect at the time of installation and are based on the area of the foundation or base of the marker for outside dealer installation performed by Cemetery personnel. There will be no extra charge for the installation of a marker purchased from the Cemetery. There will be a charge for supervision of any installation done by an outside dealer.

The Cemetery will not be responsible for Memorials or Benches that are rejected for installation because they do not meet the required specifications.

A bench rite must have been purchased from the Cemetery and paid in full prior to installation. Benches are required to be made of granite and must have a granite base underneath the structure.

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

Should any memorial, monument, mausoleum or structure become unsightly, dilapidated, a nuisance, or safety, the Cemetery shall have the right to repair it or, at its option, to remove and replace same. The cost of any repair, removal or replacement shall be paid by the Owner of the Interment Right. The opening of a niche, crypt, mausoleum, columbarium, in order to do repair or maintenance work does not constitute disinterment, and as such the Cemetery does not need permission to proceed with any such repair.

### **Insurance and Bonding Requirements for Outside Dealers**

All outside dealers must comply with the Rules of Office of Secretary of State-Cemeteries, Pre-need Dealers and Merchandise Dealers – Section 590-3-5-01. A copy may be obtained from the Cemetery .

### **Burial Receptacles**

Vaults or Lawn Crypts are required with land burials to prevent the caving of the ground that might naturally occur under the weight of maintenance machinery. Cremation vaults are required for interment of cremated remains. All receptacles must be purchased from or approved by the Cemetery.

### **Mausoleum Entombments**

All remains of deceased individuals must be embalmed and contained within a hermetically sealed casket.

### **Private Mausoleums or Other Means of Entombment**

Private mausoleums or other means of entombment are allowed only upon express approval of the owner(s) of the Cemetery. The purchaser(s) are responsible for the repair and preservation of such approved structures. Upon disrepair and decay, the Cemetery can remove such structures and re-inter the remains in the earth upon which the structure was located. Cremation options deemed as Cremation Rights can be allowed on existing interment spaces when approved by the cemetery.

### **General Rules**

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 pets.

Bringing any alcoholic beverage or illegal drugs within the Cemetery is strictly forbidden.

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

No wooden, cast-iron, plastic, concrete or resin bench or chair, shepherd's hooks, lights, or any wooden or wire trellis, or hanger for plants or chimes, or like items shall be permitted to be or be brought upon the Cemetery grounds unless authorized in writing by the Cemetery. The Cemetery retains control and supervision of all property which is sold; and the Cemetery retains the right to enter upon any property and prohibit, modify or remove any structures, object, improvement or adornment which may have been placed thereon in violation of the rules; or which may be considered objectionable or injurious to the property or to the Cemetery in general without any notice either on a scheduled clean-up date or any other time without right of claim by Owner.

The Cemetery and their guests have authority to enter upon any lot and to remove any objectionable thing or any erection that may have been placed there contrary to the regulations of the Cemetery, and they may remove any dead or damaged tree, shrub or vine.

Visiting hours for the Cemetery are dawn to dusk. Any person found on the grounds after dark will be considered a trespasser.

Vases containing flowers or other decorations will be removed as soon as the flowers fade and wither and the right is reserved by the Cemetery to make such removal.

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

All persons are forbidden to hunt, or to fish, or disturb the fish, fowls or other animals about the Cemetery.

All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.

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

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

No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the Cemetery without written authorization issued by the Cemetery management and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity. All authorized contracted workers must have proof of insurance filed with the Cemetery before work occurs.

No person or persons 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 an Officer and during a Military Service.

Memorials, whether bronze, granite or marble, shall comply with size and section regulations of the Cemetery as promulgated from time to time.

Visitors and Owners may not hire Cemetery employees nor pay them any monies to perform any services.

### **Supervision of Cemetery**

This Cemetery reserves the right to compel all persons coming into Mountain View Park Cemetery to obey all rules and regulations adopted by the Cemetery. The Officers of the Cemetery may change the rules and regulations without notice to any Owner.

The Cemetery shall take reasonable precaution to protect Owners, and the property rights of Owners, within the Park, from loss or damage; but it distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage caused by persons other than its agents and employees, the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, or orders of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

The Cemetery reserves the right to correct any errors in interments, disinterments, removals, inscriptions, transfers or conveyances. In correcting such errors, the Cemetery may, but is not obligated to, take such corrective measures as the Cemetery, in its sole discretion, deems appropriate under the circumstances including, without limitation, the following: (a) substituting Interment Rights of equal value and similar location; (b) disinterring and transferring the remains of any person to other property of equal value and similar location; and (c) correcting any errors in descriptions on monuments, markers or containers of cremated remains. Prior to taking such measures, the Cemetery will make a reasonable effort to notify the owner of the Interment Right or the known next of kin of the deceased. All parties contracting with the Cemetery shall notify the Cemetery of any change of address and telephone number to enable the Cemetery to provide that notification.

While incidents are rare, the Cemetery reserves the right to enter any interment space, mausoleum crypt, niche or lawn crypt to address any maintenance problems that may arise.

Persons within the Cemetery grounds shall use only the avenues, walkways and roads.



The right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify or change the locations of/or any part thereof or remove or re-grade roads, drives and walks, is hereby expressly reserved to the Cemetery. The right to lay, maintain and operate or alter or change pipelines or gutters for sprinkling systems, drainage lakes, etc., is also expressly reserved to the Cemetery, as well as is the right to use Cemetery property, not sold as Interment Rights to individual owners, for Cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto.

The Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots.

### **Funeral Regulations**

Funerals after entering the gates shall be subject to the direction of the Officers or Authorized Employees of the Cemetery.

No interment will be made unless the body is accompanied by a burial permit in instances where required by law. It will also be necessary for a member of the family to sign proper interment order and make satisfactory financial arrangement as to the grave opening/closing professional service fee.

Forty-eight (48) hour notice is required (except in case of emergency) for the preparation of a grave, which shall be done solely by employees of the Cemetery of their agents.

### **Modifications and Amendments**

The Cemetery may and it hereby expressly reserves the right, at any time or times, with or without notice to Owners, to adopt new rules and regulations, or to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these Rules and Regulations. The most current version of the Rules and Regulations will be posted in the Cemetery office and copies will be made available as requested.

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

### **Holidays**

The Cemetery shall have the right, at its option, to refuse to make interments, disinterments or removals on Sundays or Holidays.

## **Change of Address of Lot Owners**

It shall be the duty of the lot owner to notify the Cemetery of any change in his 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.

## **Lots for Sale**

No sign indicating that a lot, vault or tomb is for sale will be permitted on the grounds.

Interment Rights are for personal/family use only. The property owner agrees that the Interment Rights are being purchased for personal or family interment purpose only and not for speculation, and neither seller, its agents nor sales persons, in any way represent or guarantee a resale thereof.

## **Statement of Sales Agent**

The instrument conveying to lot owner the right of interment, and the rules and regulations of this Cemetery, now in force or which may hereafter be adopted, including modifications or amendments thereof, shall be the sole agreement between the Cemetery and the lot owner. The statement of any sales agent shall in no way bind the Cemetery.