

WASHINGTON MEMORY GARDENS INC.

P. O. BOX 1103
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Homewood, Illinois. 60430
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RULES and REGULATIONS

Dated: February 1, 2022

And

GENERAL INFORMATION

For Owners of Interment, Entombment or Inurnment Rights

OF

WASHINGTON MEMORY GARDENS. INC.

Incorporated 1964

Homewood, Illinois

I, Felice Wyatt, do hereby certify this is an exact copy of the rules and regulations dated February 1, 2022.

 _____, Secretary

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GENERAL INFORMATION

WASHINGTON MEMORY GARDENS organized as a cemetery corporation in 1964. It contains approximately 52 acres. Washington Memory Gardens acquired the assets of the old Hazelwood Cemetery from the Halsted and Ridge Corporation in 1964. After acquiring the bankrupt cemetery, Washington Memory Gardens improved the roads, built sheds, community mausoleums and an administration building along with adding features in different gardens. WASHINGTON MEMORY GARDENS is centrally located and serves all of Cook County and surrounding suburbs.

Since 1964, it has continued to modernize. As changes in burial customs took place so did the development of the cemetery. The fruits of careful planning and wise building have made WASHINGTON MEMORY GARDENS one of the leading cemeteries in Illinois.

WASHINGTON MEMORY GARDENS offers a full range of cemetery services including ground burial, mausoleum entombment, and columbarium niches.

The cemetery requires all deeded customers to contribute to the endowed care funds, which are carefully invested pursuant to Illinois State Statutes, to provide income for proper maintenance of the cemetery.

OTHER SERVICES AND FACILITIES OF THE CEMETERY

Carefully trained and competent persons are employed by the Cemetery 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 work they may require, that is permitted.

During the winter season, the Cemetery offers an assortment of wreaths and grave blankets. These may be ordered by mail.

CHAPELS

WASHINGTON MEMORY GARDENS' chapel is for the convenience of Owners. Arrangements for their use can be made at the Cemetery office. The cemetery authority may require a chapel service in the event of inclement weather or to assist the handicapped to attend committal services or for specific services that require a chapel service only.

RECEIVING VAULT

1. A receiving Vault is a vault or crypt in which remains may be retained temporarily.
2. All caskets, which are to remain in a Receiving Vault for more than thirty days, must be hermetically sealed.
3. The remains of a person who died from contagious disease will not be admitted to a Receiving Vault.
4. Charges for the use of a Receiving Vault will be given upon request; the charges are payable in advance.
5. For the removal of remains from a Receiving Vault there will be a charge as established by the Management.

COMMUNITY MAUSOLEUM

A community Mausoleum is available for those who wish that type of facility. It is located centrally in the cemetery and is considered one of the architectural features of the Cemetery.

Individual crypts and family companion arrangements are available.

Niches for cremated human remains are also available. The exquisite interior of the outdoor chapel Mausoleum has been furnished with colorful granites 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.

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.

RULES AND REGULATIONS OF
WASHINGTON MEMORY GARDENS

PREAMBLE

Every interment, entombment or inurnment deed issued to a person that purchases any type of right of burial in WASHINGTON MEMORY GARDENS contains a provision that the grantee takes title subject to the Rules and Regulations then in force and which may be made 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.

WASHINGTON MEMORY GARDENS has an obligation to provide for the general maintenance of the cemetery grounds, including the lots, graves, crypts, and niches, therein. WASHINGTON MEMORY GARDENS is able to fulfill this obligation, in part, from income realized from the sale of memorials, burial vaults, and all other cemetery merchandise. When you purchase cemetery merchandise from WASHINGTON MEMORY GARDENS 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) "Annual Care" is a fee for the maintenance of the cemetery of an interment right.
- (b) "Burial" means the disposition of human remains by earthen burial in a grave.
- (c) "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 of WASHINGTON MEMORY GARDENS; 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 employees' pension and other benefit plans, and maintaining necessary records of lot ownership, transfers and burials.

- (d) "Cemetery" means the burial ground commonly known as WASHINGTON MEMORY GARDENS 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, and other structures of every kind therein;
 - (6) all equipment and facilities incident to the operation of WASHINGTON MEMORY GARDENS; and
 - (7) all public rights of way.
- (d) "Cemetery Deed" or "Certificate of Ownership" means the document by which WASHINGTON MEMORY GARDENS 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) "Endowed Care" is a portion of a sale price on a contract deposited into a trust fund for the overall maintenance of the interment right sold and the overall cemetery. Such care shall be furnished only in so far as the net income derived from the amount deposited in said Trust.
- (h) "Entombment" means the placement of human remains in a crypt.
- (i) "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.
- (j) "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 may be approved pre-cast concrete, or poured in place concrete.
 - (k) "Grave" means a space of land in the cemetery used or intended to be used for the burial of human remains.
 - (l) "Installation and Maintenance" means the preparation of the earth to place a memorial or monument and the future maintenance of the foundation.
 - (m) "Interment" means the (a) burial, or (b) entombment of human remains or (c) the inurnment of Cremated human remains.
 - (n) "Inurnment" means the placement of cremated human remains in an urn and a placement of such urn in a niche, crypts, grave or other suitable location in the Cemetery.
 - (o) "Lot" means a grave, crypt, niche or plot.
 - (p) "Lot Holder" or "Lot Owner" means the person or persons:
 - (1) to whom WASHINGTON MEMORY GARDENS 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 Cemetery.
 - (r) "Memorial" means (a) a monument, tombstone, bronze marker, tablet or headstone identifying a grave or graves; or (b) a nameplate or inscription identifying a crypt or niche.
 - (s) "Monument" means a memorial made entirely of granite that extends above the surface of the earth, in upright form at least 24" high.
 - (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) "Right" means the Interment, Inurnment, or Entombment Right. Granting an easement right for the interment and does not constitute the sale of any real or personal property.
- (x) "Row Burial" is an alternative burial to cremation. Burials may be multiple depth or single depth with each burial placed one after another in rows and/or one on top of the other.
- (y) "WASHINGTON MEMORY GARDENS" shall mean WASHINGTON MEMORY GARDENS, INC. or its assigns.

II. GENERAL RULES AND REGULATIONS

1. All interment, inurnment, or entombment rights in the Cemetery shall be owned and held subject to the laws of the State of ILLINOIS and the Rules and Regulations of WASHINGTON MEMORY GARDENS now in force or hereafter adopted, whether or not the same appear in the Rules and Regulations annexed to the deeds to such Interment, inurnment or entombment rights. Such rights should only be used for the interment of human remains.

WASHINGTON MEMORY GARDENS reserves the right to compel all persons coming into WASHINGTON MEMORY GARDENS to obey all rules and regulations adopted by WASHINGTON MEMORY GARDENS. The rules and regulations are subject to change by WASHINGTON MEMORY GARDENS at any time and without notice to any lot owner.

2. The Cemetery will be open and may be visited every day of the year from 8:00 A.M. until 4:30 P.M. with the exception of extreme weather. The gates shall be locked at 4:30 p.m. daily and reopened at 8:00 a.m. the following morning. The Cemetery office will be open weekdays from 9:00 A.M. to 4:30 P.M. - Monday through Saturday, except for holidays and during extreme weather, or Pandemic. The Cemetery is closed Sundays and major holidays with the exception of Memorial Day.

3. WASHINGTON MEMORY GARDENS, 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. WASHINGTON MEMORY GARDENS also, reserves the right to exclude any vehicle that might in any way damage the roads within the Cemetery grounds.

4. Bicycles, motorcycles, buses or vehicles of cumbersome description will not be allowed to enter the Cemetery except by special permission of WASHINGTON MEMORY GARDENS.

5. WASHINGTON MEMORY GARDENS is not responsible for theft or damage to anything placed in or on any interment, inurnment or entombment right.

6. 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. WASHINGTON MEMORY GARDENS and the employees of WASHINGTON MEMORY GARDENS 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 foodstuffs, liquor or any other form of refreshments will not be permitted on the Cemetery grounds and those having baskets and like articles must, during their stay on the grounds, leave the same at the main Administration Office.

(b) WASHINGTON MEMORY GARDENS, reserves the right to require all persons entering the cemetery to properly identify themselves and state their purpose for visiting the cemetery. WASHINGTON MEMORY GARDENS, reserves the right to exclude anyone who is not a lot owner of a relative or lot owner. No automobile shall be driven in the Cemetery at a speed greater than 15 m.p.h. All vehicles shall be restricted to the Cemetery roads and shall drive and park on the right side. Automobiles are allowed to turn around on the driveways or roadway, and are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at a funeral. No undue noise shall be permitted in operating vehicles through the Cemetery and only licensed drivers may operate vehicles within the Cemetery grounds.

(c) Soliciting work in the Cemetery by gardeners, 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 WASHINGTON MEMORY GARDENS with its permission. WASHINGTON MEMORY GARDENS 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, niche or chapel 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 a permit from WASHINGTON MEMORY GARDENS.

(g) An adult must accompany children under the age of fourteen years on the Cemetery grounds.

(h) No person or persons, other than an employee of WASHINGTON MEMORY GARDENS, 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 WASHINGTON MEMORY GARDENS.

(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 no horse or other animals may be brought into the Cemetery, except "seeing-eye" dogs or unless the dog is, at all times, under the control of their owners with a leash.

(k) All persons are forbidden to hunt, or to fish, or to feed or disturb the fish, fowl or other animals about the Cemetery.

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

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

(n) Any person found on the grounds after closing hours as posted will be considered a trespasser.

(o) No outside person shall approach any mourner, at any time on the cemetery grounds.

(p) No person is permitted in any shed areas at any time, other than employees.

(q) No person is permitted pursuant to the Cemetery Protection Act on the grounds after hours, as it is against the law.

(r) No vault or outer burial container is warranted from cracking, water or debris entering the inside of the container or any other structural or cosmetic damage. It is illegal for funeral providers to claim that a vault will keep water, dirt or other debris from penetrating into the casket if that's not true.

(s) No person is to approach a grounds worker without first have permission from the staff at the cemetery office.

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

unsightly or inconvenient and hazardous to visitors or employees of WASHINGTON MEMORY GARDENS; or if any memorial, marker, mausoleum, or any other construction situated on a grave has fallen, 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 WASHINGTON MEMORY GARDENS, WASHINGTON MEMORY GARDENS 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 at the expense of the grave owner.

8. In the event a grave which WASHINGTON MEMORY GARDENS has not contracted to specifically maintain shall become overgrown, unsightly or detrimental and hazardous to adjacent graves, avenues or paths, WASHINGTON MEMORY GARDENS, 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.

9. Prior to invoking the Rules set forth above WASHINGTON MEMORY GARDENS shall give ten (10) days notice, by regular or certified mail, to the last known owner at his or their last known address to rectify any of the conditions referred to therein. In the event the said owner does not comply with such notice; WASHINGTON MEMORY GARDENS may proceed without further notice as provided in these Rules.

10. WASHINGTON MEMORY GARDENS reserves, and shall have, the right to correct any errors that may be made by it either in making interments, entombments, inurnments, dis-interments or removals, or in the inscriptions, transfer, or conveyance and substituting and conveying in lieu thereof other interment, inurnment or entombment rights of equal value and similar location as far as possible, or as may be selected by WASHINGTON MEMORY GARDENS or, in the sole discretion of WASHINGTON MEMORY GARDENS, by refunding the amount of money paid on account of said purchase. In the event, such error shall involve the interment, inurnment or entombment of the remains of any person in such right, WASHINGTON MEMORY GARDENS 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. WASHINGTON MEMORY GARDENS 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, when the error was made by Washington Memory Gardens.

11. 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 WASHINGTON MEMORY

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

12. WASHINGTON MEMORY GARDENS shall take reasonable precaution to protect Owners, and the property rights of Owners, within the Cemetery, from loss or damage, but WASHINGTON MEMORY GARDENS 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. WASHINGTON MEMORY GARDENS 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 (such as but not limited to, winds, rains, ice and snow, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, nuclear incident, pandemics, 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 rights therein, are mere licensees and assume every and all risks.

13. WASHINGTON MEMORY GARDENS 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, WASHINGTON MEMORY GARDENS 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, WASHINGTON MEMORY GARDENS may at its 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 WASHINGTON MEMORY GARDENS to render any such service.

14. Unless in compliance with other requirements of these Rules and Regulations as set out in Article VII herein, all labor and equipment for interments, disinterments, entombments, inurnments, and excavations for memorials, and the construction of foundations, walks and curbs, shall be performed solely by WASHINGTON MEMORY GARDENS at the expense of the lot owner, who shall pay the same in advance.

15. WASHINGTON MEMORY GARDENS shall make the final determination as to the grading of a grave, and all construction erected thereon shall be in conformity therewith.

16. For the purpose of performing work on any lot or other part of the Cemetery, including the making of interments, entombments, inurnments, dis-interments,

excavations for any other purpose, or for repairs or improvements, WASHINGTON MEMORY GARDENS 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.

17. WASHINGTON MEMORY GARDENS 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, a perpetual 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.

18. No monument or other memorial, tree, plant, object or embellishment shall be altered or removed from a lot, grave or crypt except by the Cemetery.

19. All charges of WASHINGTON MEMORY GARDENS must be prepaid. No interment, entombment, inurnment 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 WASHINGTON MEMORY GARDENS due and unpaid. All charges for work shall be posted in the office of WASHINGTON MEMORY GARDENS and shall be final. WASHINGTON MEMORY GARDENS shall have the right to change its charges from time to time.

20. Violators of the Rules and Regulations of WASHINGTON MEMORY GARDENS or 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 may be excluded from the Cemetery.

III. RIGHTS OF INTERMENT, ENTOMBMENT OR INURNMENT OWNERS

1. Interment, entombment, inurnment rights can be purchased in WASHINGTON MEMORY GARDENS only with the written approval of WASHINGTON MEMORY GARDENS and subject to the rules and regulations of WASHINGTON MEMORY GARDENS now or hereafter adopted by WASHINGTON MEMORY GARDENS and for the purpose of interment, inurnment or entombment only. This provision applies to all sales whether made directly by WASHINGTON MEMORY GARDENS or sales made by Owners.

2. A right of interment, entombment or inurnment is an easement right to interment in a specific location. All rights of interment, entombment or inurnment in the Cemetery are conveyed and shall be held subject to (a) All applicable laws and governmental regulations; (b) The franchise, charter certificate of incorporation, articles of partnership or other documents establishing WASHINGTON MEMORY GARDENS; (c) All By-Laws and Rules and Regulations adopted by WASHINGTON MEMORY GARDENS.

3. The individual(s) named in the Deed for Interment, Entombment or Inurnment 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, in the form of an Affidavit of heir ship or Last Will and Testament, which shall be determined as valid by the Cemetery.

4. A Deed or Certificate of Ownership may be issued to an individual, or individuals and/or husband and wife as joint tenants. At no time shall a corporation, or trust or any other form of ownership be permitted.

5. A vested right of interment, entombment or inurnment 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, entombment or inurnment right have vested rights. The spouse of an owner has a vested right of interment, entombment or inurnment 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, entombment or inurnment.

A vested right of interment, entombment or inurnment 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, entombment or inurnment gives the

interment, entombment or inurnment has been interred, nor does it give the right to have the remains of more than one deceased person interred in a single interment, entombment or inurnment space in violation of these rules and regulations.

6. When an interment, entombment or inurnment of the owner or a member of his family has been made in a interment, entombment or inurnment right, thereafter, unless WASHINGTON MEMORY GARDENS is otherwise directed in writing by the owner, the interment, entombment or inurnment rights, shall be held as the family interment, entombment or inurnment rights, of the owner and no rights of interment, inurnment or entombment 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 WASHINGTON MEMORY GARDENS. In any group of interment, inurnment or entombment rights where the original deed holder is deceased, and no legal document has been provided listing heirs named by the original deed, such rights of heirship are determined by the Standard Cemetery Affidavit provided in the Illinois Cemetery Protection Act to the Cemetery.

7. The subdivision of interment rights is not allowed without the consent of WASHINGTON MEMORY GARDENS 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 WASHINGTON MEMORY GARDENS.

8. If an owner of record dies without providing a written declaration or a specific devise by will, any unused rights of interment, inurnment, or entombment descend to the heirs at law of the owner subject to the rights of interment, inurnment, or entombment of the descendant and his or her surviving spouse.

9. Upon the death and burial of one joint tenant, the remaining joint tenant becomes the sole heir. Upon the death and burial of all joint tenants, the rights of ownership pass to the heirs of the last surviving joint tenant. No joint tenant's right or rights may be passed to remaining surviving joint tenant(s) unless proof of burial is provided with the death certificate of the decedent joint tenant.

10. When there are multiple owners of rights of interment, they may designate one or more persons to represent their interests by filing written notice and acceptable to WASHINGTON MEMORY GARDENS. In the absence of such designation or a written notice objection at the time of interment, WASHINGTON MEMORY GARDENS may permit an interment upon the request or direction of any co-owner without liability.

11. WASHINGTON MEMORY GARDENS 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.

12. Subject to these Rules and Regulations of WASHINGTON MEMORY GARDENS, interment, entombment or inurnment 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, WASHINGTON MEMORY GARDENS shall, however, restrict interments to the persons designated in the authorization or devise. No transfer of a family burial estate will be accepted by WASHINGTON MEMORY GARDENS 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.

13. WASHINGTON MEMORY GARDENS may exchange interment, entombment or inurnment rights when desired by Owner, but not for interment rights of lesser value, unless so authorized by the owner. When such an exchange is made, the original conveyance must be surrendered by proper assignment, or by reconveyance, if considered necessary, before any change is affected. Recording and Care fees must be paid.

14. No transfer or assignment of any right of interment, inurnment, entombment right or interest therein shall be valid until accepted in writing by WASHINGTON MEMORY GARDENS on WASHINGTON MEMORY GARDENS' forms and recorded in the books of WASHINGTON MEMORY GARDENS. Transfer of ownership shall take place through execution of a Washington Memory Gardens Quit Claim Deed. WASHINGTON MEMORY GARDENS 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 WASHINGTON MEMORY GARDENS' care fund due from the record-owner.

15. WASHINGTON MEMORY GARDENS may fix a charge for recording transfer of ownership of interment rights, entombment rights, vaults, bronze, niches or crypts, and deposits into the endowed care fund. No transfer of ownership shall be complete or effective until all charges are paid.

IV. INTERMENTS, ENTOMBMENTS, OR INURNMENTS

1. No interment, inurnment, or entombment shall take place without an authorization, order or burial permit signed by the person or persons authorized by law and/or by the lot owner or owners. The same shall designate the location of the right to be used. WASHINGTON MEMORY GARDENS 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.

2. In extenuating circumstances, orders for interment, inurnment, or entombment may, at the option of WASHINGTON MEMORY GARDENS be received by telephone, from the rights owners or their assigns on record at the Cemetery office. If other than the right owner or their assigns, an "Authority to Inter" from furnished by the Cemetery or a notarized statement signed by the right owner giving authorization to inter must be delivered to the Cemetery prior to the time of actual interment. WASHINGTON MEMORY GARDENS shall not be responsible for any error that may be made in accepting a telephoned interment order. WASHINGTON MEMORY GARDENS may at its discretion request its lot owners to make all interment arrangements at the WASHINGTON MEMORY GARDENS office. This offering may only be made in extreme circumstances as determined by an authorized officer or manager of the Cemetery.

3. Orders for interment, inurnment, or entombment and payment must be received 48 hours prior to interment, and the following information furnished: (a) name and age of the deceased; (b) lot, section and block number; (c) name of owner of interment, inurnment, or entombment right; (d) name of funeral director; (e) exact size of burial container; (f) date of interment and time of arrival at Cemetery; (g) name and address of the next of kin. Sunday or specified holiday interments will not be permitted. Exceptions to this rule will be made only when so ordered by the authorized officers of the Cemetery.

4. All funerals upon reaching the Cemetery shall be under the supervision of WASHINGTON MEMORY GARDENS. WASHINGTON MEMORY GARDENS shall have the right to refuse to proceed with the interment, inurnment, or entombment unless a duly licensed funeral director accompanies the funeral. Before the interment may proceed, such funeral director must register at the Cemetery office and deliver all necessary permits and authorizations.

5. The Funeral Director shall follow Cemetery personal pursuant to interment location.

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 WASHINGTON MEMORY GARDENS.

7. All vaults shall be approved by the authorized officers of WASHINGTON MEMORY GARDENS. The purchaser of an interment right shall have the right to a site that will accommodate up to a #29 vault or concrete box, or which is commonly known as a regular size. The outer width of a burial container may not exceed thirty-three (33") inches in any one grave, and if the same is larger, two graves or more must be utilized.

8. WASHINGTON MEMORY GARDENS shall not be liable for any delay in interment, inurnment, or entombment due to failure to comply with its Rules and Regulations, equipment failure, inclement weather, strikes, unforeseen underground obstructions, the filing of a protest, or other circumstances beyond WASHINGTON MEMORY GARDENS' control.

9. When purchasing a single interment right, only one interment shall be permitted. In the event that an interment right owner wishes to add the right of double interment such as the interment of two cremated remains, two adults, or a child and adult, the interment right owner may add the second right of interment as long as they pay 1/2 the cost of the current price of the grave site. In the event that a double interment right is added, a double interment marker is the only type of memorialization permitted. No family may alter the type of interment right selected after the interment right owner is deceased, if the interment right owner is buried in the family lot.

10. No interment will be permitted beneath any path, walk or road, whether shown on the maps of WASHINGTON MEMORY GARDENS or actually in existence, unless such path, walk or road is vacated and developed by the cemetery authority for the purpose of the sale of interment rights

11. Interment, entombment or inurnment location must be approved by the owner or his authorized representative in writing on the Cemetery Authorization. This authorization shall be kept as part of the Cemetery permanent records.

12. The use of an outside burial container is required for all burials of human remains or cremated human remains. All burial vaults or other containers must be constructed of concrete and steel or of other composition approved by WASHINGTON MEMORY GARDENS. Wood boxes are not permitted. The requirement of such a container

is not solely for purposes of protection from the environment, but to assist 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, unless done so in a scattering garden designated by the cemetery, with proper payment.

14. When having an interment that might be dangerous to any person because of cave in conditions, Washington Memory Gardens shall determine if a mock set up away from the grave must be utilized instead of going directly to the grave site.

V. CEMETERY MAINTENANCE

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.

VI. CARE

1. The entrance to every lot must at all times remain unobstructed. No entrance sills or enclosures of any kind, including, without limitation, beds of stone, concrete, metal or plastic, Shepard hooks, hedges, shrubs, fences, posts, bars, chains and rails shall be permitted on graves or plots.

Grave mounds will not be allowed and no lot shall be raised above the established grade. No shells, stones, pebbles, etc. may be used to decorate graves or plots. Cut flowers only are permitted in the vase of the granite or bronze on granite lawn level marker. No glass jars, bottles, tin cans, crockery, ceramic, or earthenware pots are permitted.

If, in order to open a grave or to make an interment, inurnment or entombment or disinterment, WASHINGTON MEMORY GARDENS at any time deems it necessary to remove existing hedges, shrubs, posts, bars, corner markers, entrance sills, enclosures or parts of enclosures, it may remove and dispose of the same without any liability and without responsibility for the replacement or cost of replacement thereof.

2. No plantings will be permitted in the cemetery.

3. WASHINGTON MEMORY GARDENS shall have the right to refuse delivery of any items or flower orders on behalf of a family member or friend.

4. All work and all planting of any kind on all lots and graves is strictly prohibited. Cut flowers may be used at any time, if placed in a permanent vase approved by Washington Memory Gardens. The digging of holes for any purpose whatsoever is strictly prohibited. Placement of artificial flowers are permitted during the winter months only from October 31st to March 1st. Grounds personnel without notice shall remove decorations that are not permitted and placed on graves during holidays. Special clean-up of all rights shall be done in November and March of each year, weather permitting. In the event that weather is not conducive to cleaning up at that time, the time for clean-up shall extend into a time with weather permitting.

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

6. 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.

7. Grave blankets or wreaths that lay flat on the ground made of balsam or fir will be permitted on any occupied grave during the Winter Season from about November 15 to about March 1st. Before placement of such blanket or wreaths disposal fees must be paid.

8. All vase units shall be turned down into the ground during the non-growing season and all decorations shall be removed. WASHINGTON MEMORY GARDENS assumes no responsibility for vase units that are set above the ground during the winter months that are not permanent.

9. Any 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.

10. 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 their 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, WASHINGTON MEMORY GARDENS 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. This care shall only be deemed to be the placement and removal of flowers from the vase that is attached to the memorial or that is permanently installed in front of the memorial, with both being revertible into the ground.

11. Only plantings in common areas of the cemetery are permitted in the cemetery. Cemetery personnel will prepare such plantings only.

12. The Cemetery under the provisions of a Care Fund Trust Agreement assumes the general care of the entire Cemetery grounds and lots. General care, however, does not include any special care. Estimates for any special care or work will be made by WASHINGTON MEMORY GARDENS upon application, and charges for the work must be paid in advance. The extent of care shall be provided from the income derived from the principal of the care funds only as provided by Law.

13. Annual Care shall be paid for interment rights not covered by endowed care.

VII. OUTSIDE CONTRACTORS

1. Washington Memory Gardens has a contract with the Cemetery Workers Union that requires that all work covered by the contract on the Cemetery be done by union members. Accordingly, outside contractors generally are prohibited from performing work in the Cemetery. Any work that is allowed by the union contract is subject to the approval of the Cemetery Management and the Rules in this Article. Therefore, prior to initiating or beginning any type of service or work on the cemetery grounds, all outside contractors shall secure an authorization permit from WASHINGTON MEMORY GARDENS. This permit will be issued within three working days of compliance with all requirements in these rules and regulations. The outside contractor shall pay union

dues in the amount specified by the Union for temporary workers.

2. All outside contractors must furnish to WASHINGTON MEMORY GARDENS detailed plans and specifications for each individual contract.

3. 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 an amount to be determined by WASHINGTON MEMORY GARDENS, containing an automatic cancellation notice to WASHINGTON MEMORY GARDENS, guaranteeing to indemnify WASHINGTON MEMORY GARDENS or lot owner for any damage caused to any lot or to the property of WASHINGTON MEMORY GARDENS. Information on current requirements can be obtained at WASHINGTON MEMORY GARDENS' office.

4. 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 adequate coverage for public liability, property damage and Workmen's Compensation. Information on current requirements can be obtained at WASHINGTON MEMORY GARDENS' office.

5. All fees owed to WASHINGTON MEMORY GARDENS, must be paid at the time application is made for a permit. These fees may include all immediate care and future care charges.

6. All work performed in the Cemetery by outside contractors shall be in accordance with the standards and specifications for such work as, performed by WASHINGTON MEMORY GARDENS' employees for the same type of work. These specifications and standards are available at WASHINGTON MEMORY GARDENS' offices and WASHINGTON MEMORY GARDENS reserves the right to change those standards and specifications from time to time. All work performed by outside contractors shall be supervised by WASHINGTON MEMORY GARDENS to assure compliance with the standards and specifications, a reasonable supervision fee shall be paid by the said contractors to WASHINGTON MEMORY GARDENS, and all work is subject to a final inspection by WASHINGTON MEMORY GARDENS.

7. 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 workmen must leave the Cemetery grounds no later than 4:00 P.M.

8. All workmen of contractors are subject to the supervision of WASHINGTON MEMORY GARDENS and any workman failing to comply with these Rules and Regulations will not be permitted to work in the Cemetery.

9. WASHINGTON MEMORY GARDENS 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 WASHINGTON MEMORY GARDENS 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, WASHINGTON MEMORY GARDENS may remove the same or, if in its opinion, the same may be put in proper order, WASHINGTON MEMORY GARDENS may at its discretion put the same in proper order at the expense of the outside contractor. WASHINGTON MEMORY GARDENS may fix and collect from an outside contractor a reasonable charge for the use of the Cemetery roads and facilities.

10. No work will be allowed to be left in an improper and unfinished state, and should such occur, WASHINGTON MEMORY GARDENS may complete or remove it at the expense of the lot owner.

11. No motorized equipment will be permitted within the sections without the specific consent of WASHINGTON MEMORY GARDENS.

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

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

VIII. DISINTERMENT

1. Any person desiring to disinter a body from grave space owned by another must present a written permit signed by the lot 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 WASHINGTON MEMORY GARDENS. This does not usurp the correction procedure listed in the Cemetery Protection Act.

2. No disinterment will be permitted without the proper state and local permits, the consent of WASHINGTON MEMORY GARDENS and all the persons whose consent may be necessary or advisable under the laws of the State of ILLINOIS. WASHINGTON MEMORY GARDENS may, in its sole and absolute discretion, require that in addition to such consents an order of the Courts also be obtained.
3. WASHINGTON MEMORY GARDENS 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 disinterments must be made by WASHINGTON MEMORY GARDENS 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 and time of a disinterment shall be determined solely by WASHINGTON MEMORY GARDENS.
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 WASHINGTON MEMORY GARDENS. If no steel or concrete vault has been used for this interment, one must be furnished by the person requesting the disinterment.
7. Cemetery reserves the right to limit access to the disinterment site by family members and others not involved in the disinterment process for safety and liability reasons.
8. The Funeral Director as agent for the family shall be permitted to identify the remains on behalf of the authorizing person for the disinterment, as their assigned agent.
9. No disinterment shall take place without an executed, Release and Hold Harmless Agreement, or from a grave that is in a multiple depth area or wooden box area without a court order.
10. Any disinterment requested from a multiple interment grave site requesting family member shall be required to have a court order and a forensic anthropologist assisting in said disinterment.

IX. MEMORIALS

1. WASHINGTON MEMORY GARDENS reserves the right at all times to prescribe the kind,

design, size, symbolism, crafting, quality and material of all memorials, inscriptions or markers placed in the Cemetery. All owners or anyone duly authorized to act for and on behalf of an owner, before ordering any memorial must secure from the cemetery written approval of the design, size and lettering style. The names of manufacturers of bronze or bronze on granite memorials complying with these requirements will be supplied on request.

2. Only the best quality markers of granite shall be permitted and are limited to tablets set level with the turf and of such dimensions, materials, design, finish, and construction as designated by WASHINGTON MEMORY GARDENS. All granite markers will be four inches (4") thick, all four (4) sides and bottom will be sawed finish, top edges to be pencil rounded at least one fourth (1/4) of an inch. They may have an exposed edge of not more than two inches (2") for single markers nor more than four inches (4") for double or companion markers. Exposed edges or concrete will not be permitted with any memorial except in those sections that have them at this time. Exposed grass or dirt border shall not encroach into another grave. All lettering and design must be sunken, engraved into the granite. To preserve uniform beauty of all memorials, they must meet the following specifications.

(a) A core hole of five (5) inches diameter will be drilled one and one half (1 and 1/2) inches from top center to receive a bronze vase and assembly to invert the vase. The ring of the vase is not to exceed three sixteenth (3/16) inches above the surface of the granite and must be attached permanently to become an integral part of the memorial.

(b) Materials that may be used for granite memorials must be first quality granite from recognized quarries. The granite must be true, free from all weakening defects of any character, and also free from minor defects of material or workmanship that would be visible from a distance of three (3) feet. Manufactured or cast stone material shall not be permitted. No composite granite material is permitted, or granite glued to granite in any manner whatsoever.

(c) All letters, numerals, ornamentation and insignia must be sharp and precisely engraved into the granite. All components of the design should be in harmony for a pleasing artistic effect. No large open areas in the over-all engraved areas. Black or White Lithochrome is approved as a shadow in engraving of lettering; no white hillite of panels or frosted letters will be permitted. No painted design is permitted.

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

6. The following granite memorial sizes are specified:
 - (a) individual memorials: 24" x 12" x 04" or 28" x 16" x 04" or 28" X 22" X 04" or 32" X 72" X 04"
 - (b) double interment family memorials: 20" x 28" x 04"; and,
 - (c) companion or family memorials, side by side: 44" x 14" x 04" or 48" x 18" x 04" or 60" X 16" X 04"
 - (d) infant memorials: 20" X 10" X 04" or 14" X 14" X 04" hearts, unless in adult area then 24" X 12" X 04"
7. The consent of the owner of the lot or next of kin or person authorizing the interment will be required for placing of any marker, but WASHINGTON MEMORY GARDENS shall incur no liability when installed, for failure to receive such consent.
8. Bevels, slants, uprights with or without granite base may not be placed in the Cemetery Gardens.
9. Photographs made of porcelain will not be permitted on markers, monuments or other memorials.
10. The name or inscription on each memorial permitted must correspond with the name and record of the decedent or future decedent only, as listed 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 WASHINGTON MEMORY GARDENS.
11. No property owner shall erect or place, or cause to be erected or placed, any memorial unit until it is first approved by WASHINGTON MEMORY GARDENS.
12. WASHINGTON MEMORY GARDENS 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.
13. While WASHINGTON MEMORY GARDENS will exercise all possible care to protect existing raised lettering, carving or ornaments on any memorial or other structure on any lot, it disclaims responsibility for any damage or injury thereto.
14. Lots must be paid for in full before memorial will be installed.
15. Only best quality markers of bronze on granite shall be permitted and are limited to tablets set level with the turf and of such dimensions, materials, design,

finish and construction as designated by WASHINGTON MEMORY GARDENS. All bronze on granite markers shall have one vase as an integral part of the memorial. The vase and assembly will be located in the top center position in the memorial. All bronze will patina in the future. Such patina is a natural process that is acceptable for the longevity of the memorial. To preserve uniform beauty all, bronze on granite memorials must meet the following specifications:

(a) Each casting shall be true, free from all weakening defects of any character, and also free from minor defects and imperfections, which would be visible from a distance of three feet. All exposed surfaces must be smooth; no sand-like roughness will be permitted.

(b) All letter, numerals, ornamentation and insignia must be hand-chased, finely buffed and highlighted. Backgrounds shall be of sculptured texture. Backgrounds shall be finished in medium-dark statuary bronze color, secured by chemical means through the formation of cuprous oxide and cupric oxide on the background surface. No sulphide finishes or painted or pigmented lacquer finishes will be permitted.

(c) Each memorial shall be cast with integral bosses on the back in locations specified by WASHINGTON MEMORY GARDENS. The bosses shall be drilled and tapped to receive 3/8" diameter anchor lugs or brass or bronze 6" in length, these anchor lugs to be supplied to the Cemetery with the memorial.

(d) All owners or anyone duly authorized to act for, or in behalf of an owner of sepulcher rights, before ordering any memorial should secure from WASHINGTON MEMORY GARDENS written approval of design, size and lettering style.

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

(f) The alloy of the bronze shall consist of:

Not less than	87% Copper
Not less than	5% Tin
Not more than	2.5% Lead
Not more than	5% Zinc

All other elements in total not to exceed 1%.

All virgin metals must be used and mixed to a uniform alloy at proper temperature. The Cemetery reserves the right at any time to require a chemical analysis by the memorials dealer or manufacturer.

16. The following bronze on granite memorial sizes only are specified for use on ground sepulcher rights:

- (a) individual memorials: 24" x 12 X 04" or 28" x 16" x 04" or 28" X 22" X 04" or 32" X 72" X 04"
- (b) double interment family memorials:
20" x 28" x 04"; and,
- (c) companion or family memorials, side by side: 44" x 14" x 04" or 48" x 18" x 04" or 60" X 16" X 04"
- (d) infant memorials: 20" X 10" X 04" or 14" X 14" X 04" hearts, unless in adult area then 24" X 12" X 04"

17. The completed memorial is subject to the approval of WASHINGTON MEMORY GARDENS and if unsatisfactory, it may be removed by the cemetery authority.

18. No memorial may be set to embrace two spaces except if it is a companion or family memorial for two people side by side.

19. All memorials shall be set as prescribed by WASHINGTON MEMORY GARDENS to conform to the general plan of the Cemetery.

20. Subject to the provisions of Article VII hereof, WASHINGTON MEMORY GARDENS' reserves the exclusive right to do all grading; landscaping; excavating; installing of foundations, walks and curbs; installing of memorials; setting and sealing vaults, crypts, niches; making of interments, disinterments, entombments, inurnments and removals (including all openings, fillings and closing of interment space, entombment crypt, or inurnment right 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 in common areas. The owner of the interment, inurnment or entombment right, and all others requesting the same, shall prepay the Cemetery's established charges therefor in advance.

21. Application for installation of a memorial and the approval thereof by WASHINGTON MEMORY GARDENS shall be made in writing on WASHINGTON MEMORY GARDENS'

forms and signed by the lot owner with his address and cemetery location. The design, specifications, blueprints, details, warranty, and guarantee as to replacement shall support such application and maintenance as is required by WASHINGTON MEMORY GARDENS. No memorial shall be installed without a setting order signed and fees paid by the lot owner and approved by the authorized officers of WASHINGTON MEMORY GARDENS.

22. All markers or memorials shall be installed by WASHINGTON MEMORY GARDENS pursuant to the collective bargaining agreement between Washington Memory Gardens and the union representing the union workers at the cost of the Owner, and WASHINGTON MEMORY GARDENS shall assume responsibility for the proper installation of such marker or memorial; but WASHINGTON MEMORY GARDENS shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by WASHINGTON MEMORY GARDENS. Memorials shall be installed in the manner as prescribed by Washington Memory Gardens and said installation shall be guaranteed for 10 years. Flush memorials shall be installed on a floating base of sand and pea gravel or aggregate.

23. Should any memorial become unsightly, dilapidated or a menace to visitors, or not be in compliance with these rules and regulations, WASHINGTON MEMORY GARDENS shall have the right either to correct the condition by replacing the memorial at the expense of the original purchaser and his or her heirs or to remove the same at the expense of the lot owners or his or her heirs.

24. All agreements for the purchase of a memorial from WASHINGTON MEMORY GARDENS must be on WASHINGTON MEMORY GARDENS' 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 WASHINGTON MEMORY GARDENS, the installation charge shall be included in the purchase contract. Washington Memory Gardens does not currently have a memorial maintenance fund. However, Washington Memory Gardens may at any time in the future elect to require maintenance fees for memorials, it may do so at its discretion and the funds shall be deposited into a licensed care fund for the future maintenance of the memorials pursuant to Illinois Law. A special fund may be required for the future maintenance of any memorial by Washington Memory Gardens.

25. The charges for installation shall be provided 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 WASHINGTON MEMORY GARDENS or an outside source. No memorial may be installed until the charges due to WASHINGTON MEMORY GARDENS for its installation are paid.

26. New products for memorialization may be considered by Washington Memory Gardens. However, no consideration shall be given to any product that does not retain its quality, workmanship and art for a period of less than 50 years. Consideration shall be given for reviewing policies of other cemeteries that have refused a product for any reason that causes the longevity of the product sold to diminish in any time frame that is unreasonable and does not comply with these rules and regulations.

27. No memorial may be installed in the Cemetery, unless the manufacturer thereof has first been approved in writing by WASHINGTON MEMORY GARDENS. Washington Memory Gardens does not warranty any product sold by outside monument dealer.

28. Orders for government markers will not be approved by WASHINGTON MEMORY GARDENS, until a setting order has been signed and fees paid by the next of kin of the deceased veteran. Only 24" x 12" X 04" granite or bronze plate where the granite base has been purchased separately government issue Veteran markers will be accepted by WASHINGTON MEMORY GARDENS. They will be placed under the same specifications as any other memorial.

The restrictions on flush memorialization for infants and children will not have to conform to the above, but the cemetery authority prior to the ordering of such memorials must approve variations.

29. No more than one family name may be permitted on any memorial unless approved in writing by WASHINGTON MEMORY GARDENS at the time of the sale of the interment right. All memorials shall be set in a uniform line as prescribed by the cemetery which shall only be a legal name of the decedent or future decedent, to conform to the general plan of the cemetery, unless interment rights are staggered for one reason or another.

30. If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by WASHINGTON MEMORY GARDENS to be offensive, WASHINGTON MEMORY GARDENS 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.

31. If the marker or memorial is purchased from an outside agent and is approved by WASHINGTON MEMORY GARDENS as hereinbefore more particularly set forth, the charge for service, and installation shall be the same charge that is charged on any contract sold by Washington Memory Gardens.

32. All memorials sold by Washington Memory Gardens shall be warranted as follows;
This Warranty is valid for the period of ten years (10) for GRANITE BASE OR GRANITE MEMORIAL, and for a period of five years (10) for BRONZE OR the BRONZE

on **GRANITE BASE** to _____, the purchaser of the memorial for above: dated this ___ day, of _____, 20___. Upon verification by a Washington Memory Gardens Inc. field inspector of a valid claim against this warranty, Washington Memory Gardens, Inc. will, at its option, repair or replace the affected material if it fails. Replacement shall be provided in the event the granite or bronze is faulty. Faulty granite would be considered if hairline cracks are found that originated at the time of mining, and faulty bronze is determined, when the alloy in the production of the bronze did not meet the requirements set forth in the cemetery's rules and regulations at the time of purchase. The cost of repair or replacement shall be borne by Washington Memory Gardens Inc. or its authorized representatives and included charges for labor performed by the Manufacturer necessary to repair or replace the granite material only.

This warranty does not cover expenses related to removing or installing the memorial, sandblasting, carving, lettering, patina on bronze (as this is a natural process), highlighted, lettering enhancement of the memorial or any other miscellaneous expense. If replacement of the memorial is deemed necessary, replacement will be made with granite or of bronze, marketed by Washington Memory Gardens at the time it honors this warranty, as nearly similar as possible to the original stone in color and grade.

X. DECORATIONS

1. Washington Memory Gardens reserves the right to regulate the method of decorating interment rights, inurnment rights and entombment rights in the Cemetery so that a uniform beauty may be maintained.
2. All flowers shall be placed in flower receptacles approved by Washington Memory Gardens. The flower receptacles shall be of approved materials, design and size. When not in use, a flower receptacle on a grave shall be contained in its own receptacle set wholly beneath the level of the lawn and the base of the flower receptacle per grave, crypt or niche is permitted and shall be set within the uniform lines as prescribed by Washington Memory Gardens.
3. Special flower memorials such as wreaths, grave blankets and artificial flowers are permitted only from November 15th to March 1st.
4. The placing of boxes, shells, toys, metal designs, ornaments, chairs, vases, glass, wood or iron cases, and similar articles upon plots shall not be permitted, and if so placed, Washington Memory Gardens reserves the right to remove the same.

5. The digging of holes by anyone other than Cemetery personnel for any purpose is prohibited.

6. No enclosure of any kind, such as a fence, curb, hedge, or ditch shall be permitted around any grave or plot. Grave mounds shall not be allowed and no plot shall be raised above the established grade.

7. Washington Memory Gardens shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind, from the Washington Memory Gardens plot as soon as, in Washington Memory Gardens' judgment they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standards maintained. Washington Memory Gardens shall not be responsible or liable for floral pieces, baskets or frames in which or which such floral pieces are attached beyond the acceptance of such floral pieces for funeral services held in the Cemetery. Washington Memory Gardens shall not be responsible or liable for frozen plants, or herbage of any kind, or for planting damaged by the elements, taken or damaged by thieves or vandals, or by any other causes beyond Washington Memory Gardens' control.

8. Washington Memory Gardens reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, or plants or herbage of any kind, by non-employees, unless Washington Memory Gardens gives its consent. This regulation prevents the removal of trees includes the right of Washington Memory Gardens to protect the life of existing trees in the Cemetery that may be part of a plot. There could be situations where Washington Memory Gardens shall prohibit the making of an interment in order to protect the life of a tree either on the plot or immediately adjacent thereto. In the event a tree located on a plot becomes diseased and must be removed, Washington Memory Gardens reserves the right to replace the tree in the same locations as removed.

XI. ROW BURIALS

1. A Row Burial is an alternative burial to cremation. Burials may be multiple depth or single depth with each burial placed one after another in rows and/or one on top of the other.
2. Row burials may be sold as a chapel service only or gravesite service depending upon the condition of the grounds and at the discretion of the cemetery authority.
3. Row burials have a 20 - year burial right only with the provision that after 20 years Washington Memory Gardens has the right to rebury over. This includes Burial over multiple depth burials.
4. No Row Burial shall be sold with care of any type.
5. Once a Row Burial has taken place, the family member shall visit the cemetery within 48 hours to view the grave location, if the service was in the cemetery chapel.
6. At No time are any remains to be removed from a row burial and placed any place else, unless an authorized family member makes arrangements for such.

XII. PRIVATE MAUSOLEUMS (ONLY APPLICABLE IF FUTURE LAND ACQUISITIONS ARE APPROVED FOR USE BY THE CEMETERY AUTHORITY).

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 Washington Memory Gardens.
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 Washington Memory Gardens.
3. All private mausoleums shall be constructed by SEIU Cemetery Worker's Union personnel only.
4. Washington Memory Gardens 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 Washington Memory Gardens 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 entombment 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 Washington Memory Gardens. 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 Washington Memory Gardens 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 Washington Memory Gardens and if unsatisfactory may be removed.

9. The name or inscription on any private mausoleum must correspond with the name in the records of Washington Memory Gardens and no changes shall be made thereupon except upon request of the proper parties and with the permission of Washington Memory Gardens.

10. The owner of all private mausoleums will be required to pay into the endowed care fund of the cemetery the amounts determined under the cemetery care act for the rights of entombment, based upon the entire cost of the land and mausoleum and labor to construct. All charges for the private mausoleum and the construction thereof shall be paid for in advance.

11. Washington Memory Gardens 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 Washington Memory Gardens are also applicable to all lot owners and should be consulted.

XIII. MAUSOLEUM OR NICHE

1. In order to preserve the facing of the Mausoleum, among other reasons, all crypts and niches will be opened and closed only by WASHINGTON MEMORY GARDENS.
2. One entombment of a regular size casket will be allowed in any single crypt. Niches that have tandem crypts will be sold as separate rights of entombment.
3. No memorials or plaques will be permitted on the Mausoleum. All crypt and niche fronts will have the name of the deceased only, 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.
4. 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 approved by Washington Memory Gardens.
5. All wilted flowers or plants will be removed by WASHINGTON MEMORY GARDENS as will all vases or ornamentations not approved by WASHINGTON MEMORY GARDENS or located in an area outside of that designated by WASHINGTON MEMORY GARDENS.
6. All rules and regulations heretofore set forth shall apply equally to the mausoleum except where said rule is obviously inappropriate or where specifically deleted or superseded by an applicable regulation pertaining to mausoleum use.
7. No entombment shall not be permitted until the entire crypt is paid in full unless this rule is specifically exempted by WASHINGTON MEMORY GARDENS.
8. The number of urns in any niche shall be under the control of the Management)

Meaning each niche that accommodates one urn may only be used for a single inurnment, if the niche is a tandem urn, then such niche may be used for two inurnment rights and shall be determined by the cemetery authority; all cremated remains must be in sealed metal containers.

9. 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.

10. For all rights sold there shall be paid a deposit for endowed care, in such amount as is determined by the Management, into the Trust Funds for the general care of all such rights and the Mausoleum. Said amount must meet the minimum requirements of Illinois law.

11. All decedents entombed in a mausoleum of any type of structure must be embalmed.

12. In the event that a mausoleum crypt shows signs of leakage of any kind whatsoever, Washington Memory Gardens has the sole right to investigate the cause of such a compromise of the crypt and correct the situation immediately. The policy detailing how such a correction shall be determined by the grounds personnel working on the grounds of the cemetery along with the Cemetery Manager.

XIV. UNRESTRICTED AUTHORITY

1. It is agreed that the President of Washington Memory Gardens and all other employees shall have unrestricted authority in the operation of the cemetery. This includes but is not limited to Opening and Closing of Interment Rights, inurnment rights or entombment rights, installations or settings of memorials and vaults. Removal of items from the right of burial that do not meet the requirements provided in the Rules and Regulations of the cemetery, and to perform clean ups of unsightly flowers real or plastic that are not permitted or properly placed in a revertible vase that is approved by the cemetery authority.
2. The Cemetery land, buildings, equipment, tools, and all real and personal property within the cemetery are owned by the deed holder of the

cemetery.

3. At no time shall the entity or person in title of the cemetery, permit a mortgage on the cemetery's real property on any sold rights of interment in the cemetery or on future rights already platted.

XVI. MODIFICATIONS AND AMENDMENTS

1. Because of continuing changes in customs, practices, economic conditions, and products, WASHINGTON MEMORY GARDENS 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. WASHINGTON MEMORY GARDENS further reserves the right to modify and change all prices referred to herein or on the cemetery price list without notice.

2. A copy of the current Rules and Regulations and price list will be available for inspection at WASHINGTON MEMORY GARDENS office located in the Cemetery during its regular office hours. In order to prevent confusion and misunderstanding as to which Rules and Regulations shall remain on the cemetery premises. An information pamphlet summarizing these Rules and Regulations shall be available to the general public.

3. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. WASHINGTON MEMORY GARDENS, 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.