

## THE TEMPLE CEMETERY

### *2009 Revised Rules and Regulations*

Pursuant to Article VII, Section 6 and Article VIII of the Constitution of The Temple (Congregation Ohabai Sholom) the rules and regulations in respect to The Temple Cemetery have been revised and were adopted by the Board of Trustees on December 16, 2008 and shall become effective as of January 1, 2009. These rules and regulations specifically supersede those adopted by the Board of Trustees on January 16, 2007 that became effective as of February 1, 2007. These rules and regulations are part of the Guide to Customs and Procedures for the Cemetery as shall be approved by the Board of Trustees. Any capitalized terms shall have the meanings set forth in Article II of these rules and regulations.

#### **ARTICLE I – PROVISIONS APPLICABLE TO THE OPERATION AND ADMINISTRATION OF THE CEMETERY**

1.1 *Ownership of the Cemetery.* The Congregation will own and may acquire property suitable for the use of a cemetery and shall maintain a cemetery. Any purchase of property for use as a cemetery shall be in accordance with the provisions of the Constitution.

1.2 *Responsibilities of the Board.* Responsibility for the management and operation of the Cemetery will be vested in the Board, which shall have the right to approve all pricing for the sale of Interment Rights and for the privilege of burial at the Cemetery. The Board shall also make all rules and regulations that may be necessary or proper for the government or operation of the Cemetery. These duties relating to management and operation of the Cemetery may be delegated by the Board of Trustees to the Committee.

1.3 *Constituency and Responsibilities of the Committee.* The Committee will consist of five or more members who are selected and serve on such committee in accordance with the provisions of the Constitution and the actions of the Board. If and to the extent delegated to the Committee by the Board, the Committee will be responsible for and shall supervise the operation of the Cemetery. The Committee will have access to all books, papers, and records pertaining to the Cemetery. The Committee shall be responsible for the following functions in regard to the Cemetery, all such functions being subject to the review and approval by the Board:

- (a) Recommend to the Board rules and regulations governing the operation and use of the Cemetery and adopt policies and procedures as to the implementation of those rules and regulations;
- (b) Engage the services of one or more persons, businesses or entities to serve as Custodian of the Cemetery (which shall be either as a part time or full time employee, independent contractor or other mutually acceptable basis) on terms that are approved by the Board;
- (c) Resolve any disputes between any Holder and the Custodian and determine in which instances previously sold Interment Rights shall become Forfeited Rights or Dormant Rights and in which instances the Congregation may exercise its

rights as provided in these regulations as to the previously unused Lot or Lots to which such Interment Rights relate;

- (d) Adopt with the assistance of the Administrator operating budgets and capital budgets on an annual basis that set forth the projected financial results and anticipated costs of capital improvements needed by the Cemetery and the anticipated impact of these projections on the Funds;
- (e) Regulate and control the flow of vehicular traffic entering and using the Cemetery;
- (f) Make recommendations to the Board for any adjustments to the purchase price for Interment Rights, for burial, interment and disinterment at the Cemetery and any differences in such pricing for sales and/or use by Members or Related Non-Members and in the charges for the burial of cremains in the Cemetery, as to any administrative fees that are chargeable for disinterments and for the transfer of Interment Rights and as to any allocation of such charges within the Funds that provide financial assistance to the operations of the Cemetery;
- (g) Approve any requests for transfer of Interment Rights or to disinter any person who has previously been buried at the Cemetery;
- (h) Make recommendations to the Board for alteration of the roadways and walks of the Cemetery and for changes to the landscaping and topography of the Cemetery, provided that in no event shall such alterations adversely impact the existing burials at the Cemetery;
- (i) Develop a master plan for future actions to maintain and to enhance the Cemetery with specific action items for the short term, intermediate and long term future of the Cemetery;
- (j) Have prepared such surveys and plats as to the Cemetery, make copies thereof and provide access to such surveys and plats as determined to be appropriate by the Committee;
- (k) Supervise the Administrator in the preparation and maintenance of such documents, books and records as to the Cemetery that are required to be maintained and/or posted in accordance with these rules and regulations; and
- (l) Perform all functions imposed upon the Committee in accordance with the directions by the Board and these rules and regulations.

1.4 *Responsibilities of the Administrator.* The Administrator shall serve as a liaison between the Committee and the Board, shall participate in all meetings of the Committee, shall provide direct and immediate supervision of the Custodian on a day to day basis, shall prepare for review and consideration by the Committee all financial reports and annual and other operating and capital budgets as requested by the Committee. The Administrator shall serve as the liaison of the Congregation to any persons who are interested in purchasing Interment Rights and to any Holders. The Administrator shall approve the location, design and component materials of any benches, movable objects other than vases, headstones, slabs, footstones and grave markers that are to be installed at the Cemetery. In addition, the Administrator shall be responsible for all billings and collections for the sale of Interment Rights, burials

and disinterments at The Cemetery and for all administrative fees for disinterments and for the transfer of Interment Rights, the issuance and transfer of all Certificates and shall make certain that at all times, to the extent required by law, the Congregation posts conspicuously at the administrative offices of the Congregation copies of these rules and regulations (as revised or amended from time to time, together with any restrictions and regulations adopted by the Committee as to all Stones that are installed at the Cemetery) and copies of any pricing schedules for the purchase of Interment Rights and for burial, interment an disinterment at the Cemetery and a listing of any administrative fees that are chargeable for disinterments and for the transfer of Interment Rights and makes such copies available for inspection and copying. The Administrator shall also make certain that at all times, the Congregation maintains and keeps current a record of each Lot in the Cemetery, in books or cards provided for that purpose or using an electronic or computerized system for same as shall be approved by the Committee, which shall contain the following information for each interment:

- (a) Name and membership status of deceased
- (b) Date of death and interment
- (c) Names, addresses and other contact information for parents and near relatives of deceased.
- (d) Name of undertaker
- (e) From whom permission for the burial was obtained
- (f) Identification number for the Grave, Lot and Section in which the deceased is buried
- (g) Place of interment; and
- (h) Nature of interment (regular burial or cremation)
- (i) As to all disinterments, information that is comparable to that maintained for interments, including the date and location of re-interment (either within the Cemetery or elsewhere)

1.5 *Responsibilities of the Custodian.* One or more persons, businesses, firms or other entities may be engaged to perform the functions of the Custodian as provided in these rules and regulations. The Custodian may, but is not required to, reside at the Cemetery. The Custodian shall report on an immediate day to day basis to the Administrator. The functions of the Custodian shall include all duties that are contained in any agreement between the Custodian and the Congregation and shall at a minimum include the following:

- (a) Be responsible for the Cemetery grounds and the proper upkeep thereof, look after the walkways, roads, trees, shrubbery, fences, water pipes, and any and all other improvements within the bounds of and around the Cemetery and see that they are kept in good order and repair;
- (b) Make certain that security devices and other measures are in place at the Cemetery to prevent trespass on the Cemetery and to keep all intruders from the Cemetery;
- (c) Make, or cause to be made, such repairs and improvements as the Committee may authorize and direct to be made at the Cemetery;
- (d) Advise the Committee as to what steps are required to assure that all vehicles entering the Cemetery grounds conform to all traffic regulations;

- (e) Make certain that no burials, interments, disinterments, improvements, changes or alterations are made in the Cemetery except as authorized by the Administrator or the Committee;
- (f) Be responsible for the opening and closing of all Graves and all disinterments;
- (g) Attend meetings of the Committee upon its request; and
- (h) Make certain that no work is done or permitted to be done within the bounds of the Cemetery on Saturdays or Jewish holidays.

## ARTICLE II – DEFINITIONS

2.1 *Administrator.* The Administrator shall mean the person who shall serve in such capacity on behalf of the Congregation from time to time in accordance with the Constitution.

2.2 *Board.* The Board shall mean the persons serving as trustees of the Congregation from time to time.

2.3 *Cemetery.* The Cemetery shall mean the property that is purchased by the Congregation for use as a cemetery. This property as used for this purpose will be known as The Temple (K.K.O.S.) Cemetery of Nashville, Tennessee.

2.4 *Certificate.* The Certificate shall mean the paper writing that evidences the purchase by any Purchaser of the right to be buried in the Cemetery.

2.5 *Committee.* The Committee shall mean the Temple Cemetery Committee of the Congregation as provided in Article VII, Section 6 of the Constitution.

2.6 *Congregation.* The Congregation shall mean The Temple, Congregation Ohabai Sholom, of Nashville, Tennessee.

2.7 *Constitution.* The Constitution shall mean the Constitution of The Temple, Congregation Ohabai Sholom, as amended from time to time.

2.8 *Custodian.* The Custodian shall mean the person or persons engaged by the Congregation from time to time to be responsible for the grounds and maintenance of the Cemetery as provided in Section 1.5 of these rules and regulations.

2.9 *Deferred Payment Privilege.* The Deferred Payment Privilege shall mean the ability of any Member to purchase Interment Rights over a three year time period as provided in Section 3.1(c) of these rules and regulations.

2.10 *Dormant Rights.* Dormant Rights shall mean any Interment Rights that are not used in their entirety for each Lot or for all Lots to which such rights relate for the burial of those permitted to be buried in the Lot or Lots to which such rights relate within any time period specified in these regulations.

2.11 *Family Member.* A Family Member shall mean any person who is a spouse, domestic partner, sibling, lineal ascendant, lineal descendant (including those born after the date of

purchase of Interment Rights) or any person who is married to or is a domestic partner of any of the foregoing persons.

2.12 *Forfeited Rights.* Forfeited Rights shall mean (a) any Interment Rights that are not paid for in a timely manner as provided in these regulations to the extent not previously used for burial as provided in these regulations; and (b) any Interment Rights that relate to Lots with one or more Graves as to which one or more disinterments for Relocation have taken place as a result of which such Interment Rights cannot be used in the future as provided in these regulations.

2.13 *Funds.* The Funds shall mean the Perpetual Care Fund and The Temple Improvements Fund of the Congregation and any other restricted or unrestricted funds that provide sources of monies to operate the Cemetery.

2.14 *Grave.* A Grave shall mean a place for burial within a Lot that is sufficient size to accommodate a single casket in a regular burial as shown on any survey or plat of the Cemetery.

2.15 *Holder.* The Holder shall mean the person or persons who have the right to be buried at the Cemetery based on the purchase of a Certificate, including the transferee from any Purchaser in accordance with the provisions of Section 3.4 hereof.

2.16 *Interment Rights.* Interment Rights shall mean the right to be buried at the Cemetery in accordance with the provisions of these rules and regulations.

2.17 *Lot.* Lot shall mean any group of one or more contiguous Graves as shown on any survey or plat of the Cemetery.

2.18 *Member.* A Member shall mean any person or a Family Member of any person who is determined by the Board to be entitled to exercise all rights and privileges as a member of the Congregation from time to time. No person or the Family Member of any such person shall be considered a member of the Congregation unless such person is in good standing on the books of the Congregation as determined by the Board and the Constitution.

2.19 *Non-Member.* A Non-Member shall mean any person who is not a Member or who is not a Family Member of a member.

2.20 *Permitted Person.* A Permitted Person shall mean any person who can be buried on a Lot to which Interment Rights relate in accordance with Section 4.1 of these rules and regulations.

2.21 *Plantings.* Plantings shall mean bushes, trees, shrubs and hedges. Unless otherwise specified, this term shall exclude flowers, bulbs and annuals.

2.22 *Purchaser.* A Purchaser shall mean any person who pays for the right to be buried at the Cemetery in accordance with these rules and regulations and as a result is entitled to be issued a Certificate.

2.23 *Related Non-Member.* A Related Non-Member shall mean a Jewish person who is not a Member or a non-Jewish Family Member of a Jewish person who is not a Member.

2.24 *Relocation.* A Relocation shall mean a disinterment of a person who has previously been buried at the Cemetery followed by the re-interment at a place other than in a Grave at the Cemetery.

2.25 *Section.* A Section shall mean a group of contiguous Lots as noted on any survey or plat of the Cemetery.

2.26 *Stones.* Stones shall mean headstones, slabs, footstones or markers.

### **ARTICLE III- PROVISIONS APPLICABLE TO THE PURCHASE OF INTERMENT RIGHTS**

#### **3.1 Purchase of Interment Rights by Members**

- (a) Any Member is entitled to purchase Interment Rights as to one or more Lots in the Cemetery for prices approved by the Board and otherwise in accordance with the provisions of these rules and regulations. Unless approved by the Board, no Member shall be entitled to purchase Interment Rights for more than eight (8) Graves.
- (b) The purchase price for Interment Rights that are not to be used on an immediate basis may be paid for by any Member over a period of time, not to exceed three years from the date of the purchase. If a Member elects to purchase Interment Rights with the option to pay for such rights over a three year period, twenty-five percent (25%) of the purchase price for such Interment Rights shall be paid for at the time of purchase and the remaining seventy-five percent (75%) of such purchase price shall be paid for over such three year period with twenty-five percent (25%) of such purchase price being payable on or before each anniversary of the date of such purchase. All other Interment Rights that are purchased by Members shall be paid for in full at the time of purchase. Any Member who elects to defer the payment for Interment Rights shall be deemed to have elected to pay for such Interment Rights under the Deferred Payment Privilege.
- (c) In the event of the death of any Member who has purchased Interment Rights under the Deferred Payment Privilege, unless approved by the Chair of the Committee, all remaining payments due for any Interment Rights as to which the Deferred Payment Privilege has been elected shall become due and payable in their entirety as of the date of death of the Member. Otherwise, the Deferred Payment Privilege shall continue until the third anniversary of the date of purchase of such Interment Rights using the Deferred Payment Privilege.
- (d) Any Member whose family is unable to pay for Interment Rights may be buried in the public Lots of the Cemetery, provided evidence of such inability to pay is furnished the Administrator and the use of such Lot or Lots for the burial of such Member is approved by the Administrator and the President of the Congregation.

#### **3.2 Purchase of Interment Rights by Non-Members**

- (a) Any Related Non-Member is entitled to purchase Interment Rights for prices approved by the Board and otherwise in accordance with the provisions of these rules and regulations.
- (b) Unless approved by the Board, no Related Non-Member shall be entitled to purchase Interment Rights for more than two Graves. Unless approved by the

Chair of the Committee, no Related Non-Member may purchase Interment Rights unless such rights are to be used on an immediate basis as to one Grave.

- (c) The purchase price for Interment Rights that are purchased by a Related Non-Member shall be paid for in full at the time of purchase.

### 3.3 Evidence of Interment Rights

- (a) Upon the payment in full for Interment Rights, the Administrator shall issue a Certificate to evidence the right of the Purchaser, any Holder or any Permitted Person to be buried and interred in the Lot or Lots to which the Interment Rights relate. The Certificate shall be signed on behalf of the Congregation either by a Chairman of the Committee or the President of the Congregation.
- (b) The Certificate shall evidence the right of the Purchaser, Holder or any Permitted Person to be buried in the Lot or Lots at the Cemetery to which such Interment Rights relate.

### 3.4 Transfer of Interment Rights

- (a) A Purchaser shall not be entitled to transfer or convey Interment Rights other than to a Member or Related Non-Member. The transfer of Interment Rights shall not be permitted unless the Committee approves such assignment and all policies and procedures adopted by the Committee are followed in regard to such transfer or conveyance.
- (b) In order to request the transfer of Interment Rights, the Purchaser shall transmit a letter to the Administrator requesting the transfer of such Certificate by the Purchaser to a Member or Related Non-Member, which letter shall include the original of the Certificate that evidences the Interment Rights for which such transfer is being requested and payment in full of the amount that is then chargeable as an administrative fee by The Temple for the transfer of the Interment Rights. Upon receipt of such letter, the Certificate and payment in full of the administrative fee, the Administrator shall confirm that the person to whom the transfer is sought in the letter is either a Member or a Related Non-Member and shall verify that all payments by the Purchaser for Interment Rights that are due and payable for such rights under the Deferred Payment Privilege are current. After the Administrator confirms the identity of such prospective transferee, that all payments are current and all applicable policies and procedures have been followed in conjunction with such prospective transfer, the Administrator shall cancel the Certificate issued to the Purchaser and shall issue a new Certificate to the person designated in the letter from the Purchaser that requested such assignment. Upon issuance of such new Certificate, the person to whom the new Certificate is issued shall be considered a Holder, who is entitled to exercise all of the rights and privileges of the Purchaser. No transfer of a Certificate shall be made except in accordance with this procedure.

### 3.5 Failure to pay for Interment Rights

- (a) In the event of the failure of any Purchaser to pay for any Interment Rights in a timely manner, the Committee shall have the right to declare forfeited any

previously unused portion of the Lot or Lots to which the Interment Rights relate upon such terms as the Committee deems advisable. The Congregation retains a lien upon all Certificates and Interment Rights to secure the payment for all Interment Rights and other charges imposed for burial and interment at the Cemetery.

- (b) In the event of the failure of any Purchaser to pay for any Interment Rights, the Committee shall have the right to disallow the burial or interment on any Lot to which such Interment Rights relate.

### 3.6 Provisions applicable to all Interment Rights

- (a) Fee simple interest in and legal title to all Lots in the Cemetery and to the Graves on such Lots shall remain vested in the Congregation. Interment Rights represent only the right to be buried in Graves that are located on the Lot or Lots to which such rights relate.
- (b) Interment Rights to a single Lot shall be purchased only in areas set aside for the burial of persons in single Graves as determined from time to time by the Committee. The Congregation reserves the right to subdivide the Cemetery for sale of Interment Rights to Lots in such multiples and in such locations as the Board shall approve.
- (c) As to all Interment Rights that are purchased by Purchasers on or after February 1, 2007, in the event that the Lots to which such Interment Rights relate are not utilized for burial and interment within ninety-nine (99) years after the date of the initial purchase of such rights, the Committee shall have the right to declare such Interment Rights to be forfeited.
- (d) The prices for Interment Rights shall be determined on a per Lot basis, with each Lot containing room for one regular burial.

### 3.7 Provisions applicable to Forfeited Rights and to Dormant Rights

- (a) In the event that the Committee shall have previously declared forfeited any Interment Rights based on either the failure to pay for such rights as provided in Section 3.5 of these regulations or the failure to use such rights as provided in Section 3.6 of these regulations, such Interment Rights shall be deemed cancelled and of no further effect and the Congregation shall be entitled to resell Interment Rights to such Lots to other Purchasers. In addition to the other consequences that are provided in Sections 3.5 and 3.6 of these regulations, the Committee shall have the right to rearrange Graves and to sell Interment Rights to any Forfeited Rights and Dormant Rights on such terms as it sees fit in accordance with these regulations.
- (b) In the event that the Committee wishes to treat any previously unused Interment Rights as Dormant Rights for the purposes of these regulations, such rights shall not be deemed forfeited and thus cancelled until the Committee shall have undertaken reasonable efforts to determine whether any person is still entitled to be buried in the Lot or Lots to which such Interment Rights relate and to determine if any such person is a Member. Such efforts shall at a minimum



include attempts to contact such person or persons in writing and/or by publication in a newspaper of general circulation in Davidson County, Tennessee. The Committee shall exercise these rights only with extreme care and concern over the feelings and thoughts of Members of the Family of any Holder or Purchaser. The Committee shall also assist the Holder or Purchaser in maximizing the tax benefits to such a forfeiture and cancellation.

#### **ARTICLE IV- PROVISIONS AS TO THE USE OF LOTS FOR BURIAL, INTERMENT AND DISINTERMENT**

##### 4.1 Entitlement to Burial and Interment

- (a) Unless otherwise approved by the Board, for Lots to which Interment Rights have been sold prior to September 18, 1962, the Purchaser or Holder (if the Certificate as to such Interment Rights has been transferred by the Purchaser) shall be entitled to have the husband, wife and dependent children of such Purchaser or Holder (as applicable) buried in Graves that are located on the Lot or Lots to which such Interment Rights relate.
- (b) Unless otherwise approved by the Board, for Lots to which Interment Rights have been sold after September 18, 1962 and before February 1, 2007, the Purchaser or the Holder (if the Certificate as to such Interment Rights has been transferred by the Purchaser) shall be entitled to have the Holder or the Purchaser as applicable, the spouse of the Holder or the Purchaser, the parents of either, children, and the spouses of such children buried in Graves that are located on the Lot or Lots to which such Interment Rights relate.
- (c) Unless otherwise approved by the Board, for Lots to which Interment Rights have been sold after February 1, 2007, the Purchaser or the Holder (if the Certificate has been transferred by the Purchaser) shall be entitled to have any Family Member of the Purchaser or Holder as applicable buried on the Lot or Lots to which such Interment Rights relate.
- (d) Any person who is permitted to be buried on a Lot or Lots to which Interment Rights relate shall be a "Permitted Person" only for so long as such person bears the required relationship to the Purchaser or who bore the required relationship at the death of the Purchaser or at the death of any Family Member of the Purchaser. If the Certificate has been transferred by the Purchaser, a person shall be a "Permitted Person" only for so long as such person bears the required relationship to the Holder or who bore the required relationship at the death of the Holder or at the death of any Family Member of the Holder.

##### 4.2 Charges for Burial and Interment

- (a) There shall be a charge imposed for the use of the right to have any Permitted Person buried and interred on any Lot or Lots in the Cemetery. The amount of such charges, whether such charges vary for the burial on Lots to which Interment Rights have been sold to Members as compared to Lots sold to Related Non-Members and any distinctions in the amount charged for the burial of remains as opposed to regular burials shall be determined by the Board.

- (b) There shall be a separate burial privilege charge imposed for the right to have any person other than a Permitted Person buried and interred on any Lot or Lots in the Cemetery. The amount of this charge shall be determined by the Board.
- (c) All charges for the burial at the Cemetery shall be due and payable in full in advance of the burial or promptly thereafter.
- (d) Any Member whose family is unable to pay the minimum charges for burial may be buried in the public Lots of the Cemetery or on the Lot or Lots to which Interment Rights owned by the Member or any Family Member of such Member provided evidence of such inability to pay is furnished the Administrator and such burial free of charge is approved by both the Administrator and the President of the Congregation.

#### 4.3 Determination of Entitlement to Burial and Decisions as to Disinterment

- (a) The Purchaser while living shall be entitled to determine who shall be buried in the Lot or Lots to which Interment Rights relate and whether a disinterment shall take place of any person(s) who are buried in Graves on such Lot or Lots. In the event of the transfer of the Certificate as to such rights to a Holder, the Holder while living shall have the right to determine who shall be buried in the Lot or Lots to which such Interment Rights relate and whether a disinterment shall take place of any person(s) who are buried in Graves on such Lot or Lots. In the event of the death of the Purchaser or Holder as applicable, unless the duly probated Last Will and Testament of such decedent states otherwise, the next specified Permitted Person of the Purchaser or Holder as listed in the applicable provision of Section 4.1 of these regulations who is living shall have the right to determine who is entitled to be buried and whether a disinterment shall take place of any person(s) who are buried in Graves on such Lot or Lots to which a Certificate that is owned by the decedent relates.
- (b) In the event that a dispute exists as to who among such Permitted Persons is entitled to be buried on the Lot or Lots to which Interment Rights relate or as to whether a disinterment shall take place of any person(s) who are buried in Graves on such Lot or Lots, the Chair of the Committee shall resolve such dispute. Each person claiming entitlement to burial or who proposes to disinter any person(s) who are buried in Graves on such Lot or Lots shall be entitled to submit information or evidence to such Chair to enable the Chair to resolve such dispute.

#### 4.4 Disinterment

- (a) Only upon receipt of approval by the Committee or upon the order of a court of competent jurisdiction and the payment by the Purchaser or Holder (if the Certificate formerly owned by the Purchaser has been transferred by the Holder or any Family Member of the Holder or Purchaser) as applicable of any charges set by the Committee for disinterment, the Purchaser or Holder as applicable shall have the right of disinterment.
- (b) For any Lot(s) to which Interment Rights have been sold after January 1, 2009, if a Relocation occurs as a result of which no persons are buried in Graves on such

Lot(s), unless otherwise approved by the Board, there shall be no future burial or interment in all Graves on such Lot(s) and from and after the date of such Relocation, the Interment Rights as to such Lot(s) shall be treated as Forfeited Rights.

#### 4.5 Charges for Perpetual Care

There shall be no separate charge for perpetual care of Graves.

#### 4.6 Additional Limitations on Burials and Interments

- (a) The Committee shall have the right to adopt rules and restrictions as to burials, interments and disinterments at the Cemetery. These rules and restrictions may include limitations as to which funeral homes may provide services in regard to burials, interments and disinterments at the Cemetery and requirements that Family Members of any person buried at the Cemetery purchase grave markers or Stones as provided in these rules and regulations within a specified time period after the date of burial and remove all grave markers or Stones within a specified time after the date of disinterment followed by a Relocation.
- (b) No member of the clergy of any religion shall be entitled to preside or participate at any service of burial that is conducted at the Cemetery unless approved in advance by a Rabbi of the Congregation. No service of burial may be conducted at the Cemetery unless approved in advance by a Rabbi of the congregation.
- (c) Unless approved by the Board, no more than one casket and one set of cremains and no more than two sets of cremains may be buried on any Lot in the Cemetery. All caskets buried at the Cemetery shall be placed in the center of a single Lot as shown on the survey or plat as to such Lot.

### **ARTICLE V- PROVISIONS AS TO STONES**

5.1 *Installation of Stones* No Stones of any type may be installed on any Grave unless the Lot or Lots on which such Stones will be installed have been fully paid for by the Purchaser or for any Lots being paid for using the Deferred Payment Privilege, at least two annual installments have been paid to the Congregation. All Stones must be installed only by the Purchaser, the Holder or Family Member of the Holder or the Purchaser, who shall also be responsible for the payment of any fees or charges imposed from time to time by the Committee with the approval of the Board for the privilege of installing such items.

5.2 *Restrictions on Types of Stones and Locations of Stones* All Stones that are installed at the Cemetery shall meet any and all restrictions and regulations adopted by the Committee from time to time. No monument, decoration, or Stone can exceed six feet above ground level. Subject to the direction of the Committee, the Administrator shall approve the proposed type, materials, design (including any contemplated etching or inscriptions and the desired location and orientation of all Stones) prior to being installed at the Cemetery. No such permission as to materials to be used in Stones shall be required for Stones that are made of granite.

5.3 *Etchings or Inscriptions on Stones* All etchings, iconography or other designs on any Stones shall be in strict accordance with Jewish customs as to same; the use of non-Jewish religious symbols on any Stones is prohibited.

5.4 *Vendors from Which Stones may be Purchased* The Committee reserves the right to approve the vendors from which Stones may be purchased or to require that all Stones be purchased from the Congregation.

5.5 *Maintenance of Stones* The Committee reserves the right to maintain any and all Stones that are installed at the Cemetery, including pressure washing, cleaning and repairing such items as the Committee determines in its sole discretion. The Congregation shall not be responsible for any damage to Stones that takes place while performing these functions. No Purchaser or Holder is permitted to employ anyone to work upon the Lots, Graves or grounds of the Cemetery except on special permission granted by the Committee or the Chair.

5.6 *Removal of Stones* Whenever, in the opinion of the Committee, it is deemed necessary to remove, relocate or move any Stones or other property from any Lot, the Chair of the Committee shall notify one or more appropriate family members with relatives buried near the Stone(s) that are to be removed prior to directing the Custodian to remove such Stone(s).

## **ARTICLE VI- PROVISIONS AS TO BENCHES, CHAIRS, VASES AND OTHER MOVABLE OBJECTS**

6.1 *Installation of Benches, Chairs, Vases and Other Movable Objects* No benches, chairs, vases or other movable objects may be installed on any Grave unless the Lot on which such items will be installed has been fully paid for by the Purchaser or for any Lot being paid for using the Deferred Payment Privilege, at least two annual installments have been paid to the Congregation. All benches, chairs, vases or other movable objects must be installed only by the Purchaser, the Holder or Family Member of the Holder or the Purchaser, who shall also be responsible for the payment of any fees or charges imposed from time to time by the Committee with the approval of the Board for the privilege of installing such items. Once installed, all such items shall belong to the Congregation.

6.2 *Restrictions on Types of Benches, Chairs, Vases and Other Movable Objects Stones and Locations of Stones* Except as provided in Sections 7.1 and 7.2 hereto, no wall, coping, fence, hedges, flowers, or other enclosures may be placed upon or around any Lot or Grave unless approved by the Committee. All benches, chairs, vases and other movable objects that are installed at the Cemetery shall meet any and all restrictions and regulations adopted by the Committee from time to time. Subject to the direction of the Committee, the Administrator shall approve the proposed type, materials, design (including any contemplated etching or inscriptions and the desired location and orientation of all benches, chairs, vases and other movable objects) prior to being installed at the Cemetery. No such permission as to materials to be used in benches shall be required for benches that are made of granite or of ornamental wrought iron.

6.3 *Etchings or Inscriptions on Benches, Chairs, Vases and Other Movable Objects* All etchings, iconography or other designs on any benches, chairs, vases and other movable objects shall be in strict accordance with Jewish customs as to same; no non-Jewish symbols shall be used in that regard.

6.4 *Vendors from whom Benches, Chairs, Vases and Other Movable Objects may be Purchased* The Committee reserves the right to approve the vendors from which benches, chairs, vases

and other movable objects may be purchased or to require that all such items be purchased from the Congregation.

6.5 *Maintenance of Benches, Chairs, Vases and Other Movable Objects* The Congregation assumes no responsibility for benches, chairs, vases, or other movable objects placed in the Cemetery by a Purchaser or Holder. The Committee reserves the right to maintain any and all benches, chairs, vases and other movable objects that are installed at the Cemetery, including pressure washing, cleaning, removing rust and repairing such items as the Committee determines in its sole discretion. The Congregation shall not be responsible for any damage to any such item that takes place while performing these functions. No Purchaser or Holder is permitted to employ anyone to work on such items except on special permission granted by the Committee or the Chair.

## **ARTICLE VII- PROVISIONS AS TO PLANTINGS**

7.1 *Addition of Plantings* No Plantings or artificial flowers of any kind or type will be permitted without permission by the Committee, and all trees, shrubs, plants and improvements of whatever nature become and remain the property of the Cemetery except on special permission granted by the Committee. Subject to the right of the Committee to adopt additional restrictions and regulations, no such permission shall be required for the planting of live flowers, bulbs and annuals at, on or near any Grave or Lot.

7.2 *Restrictions on Types of Plantings* The Committee reserves the right to adopt additional rules and restrictions on the types of Plantings, the size of any type of tree, hedge, bush or shrub and other components of all such items that may be made at the Cemetery. The Administrator shall approve the location of all Plantings. Once planted, all Plantings shall belong to the Congregation.

7.3 *Maintenance and Upkeep of Plantings* The Cemetery shall not be responsible for the watering, maintenance and upkeep of Plantings, except for normal pruning of trees and for the periodic trimming of bushes, hedges and shrubs.

7.4 *Removal of Plantings* Whenever, in the opinion of the Committee, it is deemed necessary to remove any Plantings from any Lot, the Chair of the Committee shall notify one or more appropriate family members with relatives buried near the Plantings that are to be removed prior to directing the Custodian to remove such Plantings.

## **ARTICLE VIII- PROVISIONS AS TO MAUSOLEUMS, CRYPTS AND VAULTS**

8.1 *Construction of Mausoleums, Crypts and Vaults* No mausoleums, crypts or vaults of any type may be installed on any Lot or Lots that have not been fully paid for by the Purchaser. All such items must be installed only by the Purchaser, the Holder or Family Member of the Holder or the Purchaser, who shall also be responsible for the payment of any fees or charges imposed from time to time by the Committee with the approval of the Board for the privilege of installing such items.

8.2 *Restrictions on Height, Design and Location of Mausoleums, Crypts and Vaults* All mausoleums, crypts or vaults that are installed at the Cemetery shall meet any and all restrictions and regulations adopted by the Committee from time to time. Prior to the commencement of construction or erection of all mausoleums, crypts or vaults, the Committee shall approve of all plans and specifications for such items, the proposed materials, design (including any contemplated etching or inscriptions and desired location and other structural components) of all such items.

8.3 *Etchings or Inscriptions on Mausoleums, Crypts and Vaults* All etchings, iconography or other designs on any mausoleums, crypts or vaults shall be in strict accordance with Jewish customs as to same; no non-Jewish symbols shall be used in that regard.

8.4 *Vendors from whom Mausoleums, Crypts and Vaults may be purchased* The Committee reserves the right to approve the architects that may design such items and the vendors from which mausoleums, crypts and vaults may be purchased or to require that all mausoleums, crypts and vaults be purchased from the Congregation.

8.5 *Maintenance of Mausoleums, Crypts and Vaults* The Congregation reserves the right to maintain any and all mausoleums, crypts and vaults that are built and installed at the Cemetery, including pressure washing, cleaning and repairing of such items as the Congregation determines in its sole discretion. The Congregation shall not be responsible for any damage to any such item that takes place while performing these functions. The Congregation shall not be responsible for any structural or cosmetic repairs or maintenance of any such items. No Purchaser or Holder is permitted to employ anyone to work upon any such item except on special permission granted by the Committee or the Chair.

#### **ARTICLE IX- PROVISIONS AS TO MAINTENANCE OF THE CEMETERY**

The Committee shall adopt provisions for the regular maintenance of the Cemetery, including standards for the sowing of grass seed, filling and sodding around Graves and in other parts of the Cemetery, the leveling and cleaning of Stones, the pruning and trimming of Plantings and for the cutting of grass.

#### **ARTICLE X- AMENDMENT OF RULES AND REGULATIONS**

These rules and regulations may be modified, amended or changed by the Board upon the recommendation of the Committee.