

Rose Memorial Park Cemetery, Inc.

## Rules and Regulations

Revised 02/20/2018

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RULES AND REGULATIONS

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## **RULES AND REGULATIONS**

**OF**

### **ROSE MEMORIAL PARK CEMETERY Inc.**

#### **PREAMBLE**

These Rules and Regulations are founded solely upon the idea that those who have selected (and will select) Rose Memorial Park Cemetery as the final resting place for their revered deceased, will wish to see the preservation of a quiet, dignified, peaceful, beautiful and inspiring atmosphere. These Rules and Regulations are not designed to unduly restrict, restrain or regiment the right of anyone in the full enjoyment of Rose Memorial Park Cemetery. Accordingly, these uniform Rules and Regulations have been adopted, will be modified or repealed in the future, only if and when the necessity should arise; and such changes (or repeal) will be done only when Rose Memorial Park Cemetery, as owner(s) deems such action necessary or desirable, in order to preserve and continue the values above enumerated; and any such changes will only be made as set forth in Section XIV.

Therefore, the following Rules and Regulations are adopted and shall apply, not only to all of Owner(s) of the rights of interment and of burial facilities within Rose Memorial Park Cemetery, but also to all visitors, employees and any others who may enter the sacred grounds and halls of Rose Memorial Park Cemetery and or related edifice within Rose Memorial Park Cemetery.

#### **I**

#### **COMPLIANCE**

Rose Memorial Park Cemetery reserves the right to require all persons entering the cemetery and/or mausoleum and all persons within the cemetery or mausoleum, at any time and from time to time, to comply with each and every one, and all of these Rules and Regulations as are now in effect or may hereafter be modified, repealed, or supplemented.

#### **ENFORCEMENT OF RULES**

In Accordance with La. Title 8, Rose Memorial Park Cemetery has been authorized not only to make, adopt, amend, add to, revise, repeal, or modify the Rules and Regulations pertaining to the operating and managing of Rose Memorial Park Cemetery, but it has also been authorized to enforce such Rules and Regulations. Accordingly, anyone violating these Rules and Regulations will be excluded from the cemetery, and all persons who come to the cemetery, including the mausoleum, shall be strictly accountable to management for their acts and actions and management authority shall extend without limitation to the conduct of funerals, traffic, employees, Owner(s) of the right of interment of cemetery spaces, visitors, and all others.

## II

### DEFINITIONS

- a. The term “**Cemetery**” shall herein refer to all burial facilities and arrangements within the periphery of the Rose Memorial Park Cemetery property excluding the mausoleum(s) as described in this section.
- b. The term “**Crypt**” shall mean the chamber used for entombment.
- c. The term “**Mausoleum**” shall herein refer to each and every one of the present structures, located within the periphery of the Rose Memorial Park Cemetery, Inc. property, constructed for crypt interments; as well as any future structure(s) for similar purpose or additions to the present structures.
- d. The term “**Interment**” shall mean entombment, burial or inurnment of the remains of a deceased person.
- e. The term “**Rose Memorial Park Cemetery**” shall mean Rose Memorial Park Cemetery, Inc., a Louisiana Corporation domiciled in the Parish of Tangipahoa, with its principal office at 908 Western Avenue, Hammond, Louisiana 70401.
- f. The term “**Owner(s)**” shall mean the owner(s) of the right of interment within Rose Memorial Park Cemetery or Mausoleum, who appears as the Title owner(s) in the official records of Rose Memorial Park Cemetery, Inc.
- g. The term “**Officer**” shall mean the president, vice-president, secretary, or any other person who is specifically authorized by a Resolution or Unanimous Consent of Rose Memorial Park Cemetery, Inc.’s Board of Directors.
- h. The term “**Right of Interment**” shall mean the right to entomb, bury, or inurn the remains of a deceased person.
- i. The term “**Niche**” shall mean the chamber used for inurnment of cremations.
- j. “**Columbarium**” shall mean a structure above ground, or partially above and partially below ground, or a section of a community mausoleum, containing niches for permanent inurnment of cremated human remains.
- k. The term “**Cremation**” (Cremate) shall mean the reduction of a body of a deceased person to cremated remains (cremations) in a crematory.
- l. The term “**Cremains**” shall mean the remains of a deceased person which has been cremated.
- m. The term “**Perpetual Care**” or “**Endowment Care**” or “**Maintenance Care**” shall mean that the cemetery space to which it applies shall be given such care by Rose Memorial Park Cemetery as has been arranged by contract for Rose Memorial Park Cemetery to furnish.
- n. The term “**Memorial**” shall mean a monument, marker, tablet, headstone, tombstone, crypt or niche bronze lettering.
- o. The term “**Lot Size**” shall mean a lot measuring 5 foot by 10 foot.

- p. The term Title 8 refers to Title 8 of the La. Revised Statutes adopted by the Louisiana Legislature.

### III

#### USE OF CEMETERY

- a. Persons, while within the cemetery, shall use only the walkways and roadways, as provided by Rose Memorial Park Cemetery, all of which said walkways and roadways are and shall remain private walkways and roadways, but all such walkways and roadways shall be subject to change by Rose Memorial Park Cemetery at any time, and from time to time with the exception of such walkways that are within the periphery of any lot. These limitations shall not exclude the right of the owner(s) of a right of interment members and friends of his family from traversing a tomb, plot or other burial spaces to pay respect to a deceased person whose remains are interred therein, to place flowers thereon, to clean the area, to inspect the cemetery space and for such other reasonable acts and actions as are consistent with the ownership and maintenance thereof.
- b. Automobiles and other vehicles shall be driven solely on the roadways and at no greater speed than ten (10) miles per hour. Drivers of automobiles and other vehicles must be properly licensed to operate said vehicles and must obey the directional signs established by Rose Memorial Park Cemetery from time to time. Automobiles and other vehicles shall not turn around on the roadways and shall not park or come to a full stop in front of any open grave, tomb or private mausoleum, unless such vehicles are involved in, or connected with a funeral. Any driver who drives an automobile or other vehicle, upon a lawn area, across drainage gutters or on any area within the cemetery other than the roadways shall be liable to Rose Memorial Park Cemetery for such damage that may result there from. Roadways and such parking areas as may be provided by Rose Memorial Park Cemetery, from time to time, shall be used only for visitation, while conducting business with Rose Memorial Park Cemetery, attendance at funerals, and by any other person authorized by Rose Memorial Park Cemetery, and not as thoroughfares or parking areas; and such parking areas as are reserved for automobiles and other vehicles involved or participating in a funeral, shall be reserved for such purpose and shall not be utilized by any other persons within the cemetery, when such parking areas are being so used . All “No Parking” signs must be obeyed.
- c. Buses or vehicles of cumbersome description, and unauthorized tours or tourists, will not be allowed to enter the cemetery except by special permission of the Management of Rose Memorial Park Cemetery.
- d. Rose Memorial Park Cemetery reserves the right from time to time:
  - (1) to enlarge, reduce, replace or change the boundaries and/or grading of the cemetery, as well as any portion or portions thereof
  - (2) to modify or change the location of, or remove or re-grade any of the walkways and/or roadways, within the cemetery
  - (3) to enlarge, including enlargement by increasing the height by an addition of one or more floors or stories of any community mausoleum within the cemetery
  - (4) to lay, maintain and operate or alter or change any pipes, including drainage pipes, and/or electrical lines within the cemetery
  - (5) to use any portion or portions of the property of Rose Memorial Park Cemetery that have not heretofore been sold to individual owners, for Rose Memorial Park Cemetery’s own purposes in connection with the operation of the cemetery and mausoleum, and without limitation, for or in connection with the repair, maintenance, improvement or operation of the cemetery and mausoleums.
- e. Children will not be permitted within the cemetery or mausoleums unless accompanied by an adult.
- f. No pets will be permitted in the cemetery, or mausoleums except as guide dogs or watchdogs controlled by Rose Memorial Park Cemetery.

- g. Smoking in any enclosure within the cemetery will not be permitted, and expectorating on any memorial or within the cemetery or mausoleum will likewise not be permitted.
- h. Receptacles for waste material will be placed and maintained by Rose Memorial Park Cemetery at convenient places selected by it throughout the cemetery and mausoleums. No one shall move, destroy or damage such receptacles and the disposition of rubbish within the cemetery or mausoleum shall be solely through the use of receptacles.
- i. No bicycles, skate boards, motor scooters, or similar vehicles shall be admitted into or operated within the cemetery except with the approval of Rose Memorial Park Cemetery.
- j. The peddling or offering for sale or selling of flowers, plants, commodities, services, trinkets, souvenirs, pictures, gifts, etc., shall not be permitted within the cemetery or mausoleums and no solicitation of any kind may be done within the cemetery or mausoleums except with the approval of Rose Memorial Park Cemetery.
- k. No signs, notices or advertisements of any kind shall be placed within the cemetery or mausoleum unless the same are placed by Rose Memorial Park Cemetery, or with its permission.
- l. No one shall bring into the cemetery or mausoleums such things as foodstuffs, soft drinks, dairy products, beer or intoxicating liquors except as authorized by the Management of Rose Memorial Park Cemetery.
- m. No boxes, shells, toys, discarded glassware, sprinkling cans, receptacles or containers not authorized hereunder, and no other articles that are not specifically approved by Rose Memorial Park Cemetery shall be brought into or placed within the cemetery or mausoleums.
- n. No person shall enter or leave the cemetery or mausoleum except by use of the private entrances furnished by Rose Memorial Park Cemetery for the use of the public.
- o. No person will be permitted to use profane, obscene or boisterous language, or in any other way disturb the quiet and good order of the cemetery or mausoleum.
- p. Rose Memorial Park Cemetery's policy is to adequately pay for the services of all of its employees. Consequently, these employees seek no extra compensation for their services and are trained to render prompt, courteous and efficient services to all persons within the cemetery and mausoleum. Moreover, the regular employees of Rose Memorial Park Cemetery have agreed to give all their working time to the maintenance, upkeep and operation of the cemetery and mausoleum and attending funeral services, and no tips, rewards or other emoluments will be expected by or shall be given to such employees.
- q. Should anyone wish to make an inquiry, give an order or complaint in connection with any matter pertaining to the cemetery or mausoleum or their operation, they shall place such order or make such inquiry or complaint at the office of Rose Memorial Park Cemetery within the cemetery.
- r. As stated in the preamble hereto, all are reminded that the cemetery, in its entirety, is sacredly dedicated to the burial of the human remains and that all applicable and prevailing provisions and penalties of the law may be strictly enforced for all violations.
- s. Rose Memorial Park Cemetery considers that it is of utmost importance that there should be strict observance of all properties, whether embraced in these Rules and Regulations or not; and no improprieties will be tolerated.
- t. Rose Memorial Park Cemetery will consider it to be an act of interested cooperation and respect of the deceased, if any person calls to its attention any breach of proper decorum that may come to his notice.
- u. Only persons authorized by Rose Memorial Park Cemetery, including a peace officer or a military guard of honor, will be permitted to bring into or carry firearms within the cemetery or mausoleum. Moreover, a military guard will not be admitted in to the cemetery or mausoleum unless it is under the direction and control of a military officer.
- v. Rose Memorial Park Cemetery reserves, and shall have the right to set the opening and closing hours of the cemetery and each mausoleum.
- w. The Grounds Manager, and such other employees as Rose Memorial Park Cemetery may authorize and designate, shall have authority of a peace officer and shall be expected to enforce all of these Rules and Regulations, and such officers may exclude and expel from the cemetery or mausoleum any person violating the same. Any person who is found within the cemetery or mausoleum after visiting hours (as contained on one or more prominently displayed signs) will be

considered a trespasser, since it will be the policy of Rose Memorial Park Cemetery, in an effort to prevent pilferage, theft vandalism and the possible desecration of a cemetery space, to keep the Cemetery and mausoleum closed for a reasonable time each twenty-four hours, such closing time to be conspicuously posted within the cemetery and mausoleums.

- x. The Grounds Manager, and their duly delegated assistants, shall have charge of the operation of the cemetery and mausoleum and, at all times, shall have the right of supervision of and control over, all persons within the cemetery and mausoleums, including, without limitation, the conduct of funerals, traffic, owners, visitors, and all others.
- y. In addition to the above peace officers and their duly delegated assistants, Rose Memorial Park Cemetery shall have the right at any time and from time to time, to maintain its own or independent security guards within the cemetery and mausoleum, but it shall be under no legal obligation to do so.
- z. Whether or not security guards are used, the cemetery disclaims all responsibility for loss or damage from causes beyond its reasonable control and, particularly, for damage or loss caused by the elements, and act of God, common enemy, thieves, vandals, strikers, malicious mischief workers, explosions, unavoidable accidents, invasions, wars, insurrections, riots, or order of any military or civil authority, whether the damage be direct or otherwise.
- aa. No photographs may be taken in any part of the cemetery or mausoleum, except as authorized by Rose Memorial Park Cemetery.

#### IV

#### USE OF CEMETERY SPACES

- a. Rose Memorial Park Cemetery reserves the right to insist upon receiving notice of an interment at least 24 hours before the funeral procession arrives at the Rose Memorial Park Cemetery and at least one week's written notice of any disinterment or removal of any remains.
- b. In any instance where Rose Memorial Park Cemetery makes an interment on the authority of any person who presents the official title to the cemetery space in which said interment is to be made. Rose Memorial Park Cemetery's right to make said interment shall be conclusively presumed; but Rose Memorial Park Cemetery shall have the right to refuse, with impunity, to permit an interment if it receives a written protest from any person, who in the sole judgment of an Officer of Rose Memorial Park Cemetery, has a reasonable basis for objecting.
- c. Rose Memorial Park Cemetery is not an insurer, nor will it be responsible for the loss, theft or damage to anything that may be placed on or in connection with any cemetery space, whether the same is so placed with or without Rose Memorial Park Cemetery's permission.
- d. Rose Memorial Park Cemetery will always respect the private property of the owner(s) of a cemetery space within the cemetery or mausoleum and Rose Memorial Park Cemetery will, at all times, refrain, as far as possible, from unnecessarily touching or handling the property of others therein; and all other persons who enter the cemetery or mausoleum will be expected to do likewise.
- e. Each owner(s) is vested with the ownership of his right of interment of a cemetery space, measuring 5' by 10', for the sole purpose of the interment of human remains. However, rights of interment of cemetery spaces may be transferred with the written consent of Rose Memorial Park Cemetery and payment of appropriate fees. No use, division or improvement may be made without Rose Memorial Park Cemetery's written approval. An owner(s) right of interment of a cemetery space may dispose of the same by will or donation inter vivos; but if an owner(s) dies interstate the ownership of the rights of interment or cemetery space owned by said decedent shall descend to his or her heirs, according to the laws of the State of Louisiana, as now or hereafter provided, and subject to the terms, provisions and conditions hereof.
- f. Where a right of interment of cemetery space is owned by several persons, Rose Memorial Park Cemetery shall not be obligated to recognize a transfer of any kind of a right of interment of any cemetery space, without the written concurrence of all owners(s).

- g. Rights of interment of cemetery space in Rose Memorial Park Cemetery may be purchased and/or transferred only with the written approval of Rose Memorial Park Cemetery and the payment of appropriate fees, and then such purchase(s) and/or transfer(s) shall be subject to these Rules and Regulations, as hereafter amended; and this restriction shall apply to all sales made directly by Rose Memorial Park Cemetery.
- h. All agreements for the purchase of rights of interment of a cemetery space(s), as well as any amendment or supplement thereto, shall be on forms approved by Rose Memorial Park Cemetery and signed by an Officer thereof. All terms and conditions for the Purchase Agreement, amendment or supplement thereto and no oral agreement, representations or warranties shall ever be recognized.
- i. Rose Memorial Park Cemetery may exchange, or consent to the exchange of, a right of interment of cemetery space(s), when desired by an owner(s); but in no case is Rose Memorial Park Cemetery obligated to make any refund. However, when such an exchange is made, the original executed copy of the Purchase Agreement and Title shall be surrendered with proper endorsement, or by re-conveyance to Rose Memorial Park Cemetery, before any change is effected and upon payment of appropriate fees.
- j. Upon presentation of Title, or in the absence of a presentation of Title, upon the presentation of certified copy of a formal Judgment of Possession in the succession of the record Owner(s) or of a notarized affidavit, executed by two informed but disinterested persons, to Rose Memorial Park Cemetery, with a request for interment, disinterment, removal or transfer of remains, Rose Memorial Park Cemetery shall have the right, but not the obligation, to grant the holder of said Title, or Holder as recognized in said formal Judgment of Possession, of Holder as set forth in said affidavit as the case may be, the right to complete the said interment, disinterment, removal or transfer, unless a protest in writing shall have been made and filed with Rose Memorial Park Cemetery by a dissenting party(s) prior to the time of the proposed interment, disinterment, removal or transfer.
- k. Prior to the time of interment, disinterment, removal or transfer:
  - 1. the formal legal Title or certified copy of a properly executed Judgment of Possession establishing the ownership of the cemetery space to be used, or a properly executed witnessed and notarized affidavit by at least one informed but disinterested person, and
  - 2. the required Burial Transit Permit, and
  - 3. a duly executed interment authorization form as Judgment of Possession, of affidavit, permit and authorization must be presented to Rose Memorial Park Cemetery along with the payment of appropriate fees.
- l. Rose Memorial Park Cemetery is not responsible for any order given by telephone or any mistake occurring from the want of precise and proper instructions as to the particular cemetery space (s) size of grave and location in a plot where interment is desired.
- m. All openings and closing of interment spaces, as well as all internments, disinterment's and removals, shall be performed by Rose Memorial Park Cemetery and its employees or such persons as may otherwise be authorized by it, at the prevailing charges at the time, as fixed by Rose Memorial Park Cemetery on a uniform basis, from time to time.
- n. Rose Memorial Park Cemetery shall not be liable for the securing of the Burial Permit or for identifying the remains of the person sought to be interred, disinterred or removed.
- o. Rose Memorial Park Cemetery shall be in no way liable for any delay in the interment, disinterment or removal of any remains where its Rules and Regulations have not been complied with, and it reserves the right, under such circumstances, to place the remains in a receiving vault at the expense of the person making the interment, disinterment or removal until the proper time for completing the service.
- p. The deceased person must be embalmed if being interred in any of the community mausoleums and be in an air tight casket.
- q. No wooden caskets are allowed to be used for interment in any of the community mausoleums.



## V

### TRANSFER OF OWNERSHIP

- a. The sale or transfer of any right of interment of a cemetery space(s) shall not be binding upon Rose Memorial Park Cemetery, until and unless, the same shall have been approved, in writing, by Rose Memorial Park Cemetery and duly recorded in the official records of Rose Memorial Park Cemetery and the payment of appropriate transfer, recording, and notary fees. The declared purpose for this strict requirement is to insure that at all times that the official records maintained by Rose Memorial Park Cemetery will be complete, and accurate.
- b. Rose Memorial Park Cemetery may refuse to give its consent to a sale or transfer of right of interment of a cemetery space(s) as long as there is any indebtedness due Rose Memorial Park Cemetery by the owner(s).
- c. Payment of any fees and charges shall be paid to Rose Memorial Park Cemetery before any transfer is approved and recorded in its records.
- d. No subdivision of ownership or a right of interment or ownership of a cemetery space(s) shall be permitted without the written consent of Rose Memorial Park Cemetery and of the co-owner(s).
- e. In dealing with an owner(s), Rose Memorial Park Cemetery may recognize, for all purposes, the last address of said owner(s) that is on file in the Office of Rose Memorial Park Cemetery; and any notice forwarded by Rose Memorial Park Cemetery to said address shall be conclusively considered as sufficient and proper legal notification for any and all purposes. If an owner(s) wishes to change his official address, it shall be his duty to notify Rose Memorial Park Cemetery, in writing, and when such notice is received by Rose Memorial Park Cemetery, the owner(s) address shall be promptly changed on Rose Memorial Park Cemetery's records and thereafter said new address shall prevail for all purposes.
- f. The provisions of Title 8 are interpreted to include the sale of an undivided interest in a cemetery space(s) or right of interment. Accordingly, if the owner(s) of an undivided interest in a cemetery space(s) or right of interment wishes to sell or otherwise dispose of said undivided interest, Rose Memorial Park Cemetery shall not be obligated to recognize the transfer or other disposition until and unless the said transfer or other disposition shall have been concurred in writing by each and every one and all the co-owner(s) of the said burial space(s) or right of interment and the payment of appropriate fees.

## VI

### CORRECTION OF ERRORS

Rose Memorial Park Cemetery reserves the right to correct any and all errors that may occur in , or in connection with, the operation of the cemetery, mausoleum, or columbarium, including without limitation, those involving, or in connection with;

- (1) the making of an interment, disinterment, or removal, or
- (2) the description, transfer, granting the right of use or conveyance of a right of interment or burial space(s) and, in this connection, Rose Memorial Park Cemetery shall have the right to substitute, grant the right of use, or convey, in order to correct any such errors, other interment rights, approximately equal in value as far as feasible, as selected by Rose Memorial Park Cemetery; or, in the sole discretion of Rose Memorial Park Cemetery, the correction of an error may be accomplished by the refunding of the amount of money paid on account of the acquisition or use of a right of interment, Rose Memorial Park Cemetery shall have the right to reverently remove and transfer the remains that are involved, so as to correct the said error.

Upon correcting any such error in the manner herein provided, Rose Memorial Park Cemetery and its officers, servants, employees and representatives shall have no further obligation or liability, at law or in equity, for any such error.

## VII

### MAINTENACE, CONSTRUCTION, REPAIRS AND IMPROVEMENTS

- a. Except as hereinafter provided in sub-paragraph (c) of this Article VII., work on a cemetery space(s) shall not be performed except by the employees of Rose Memorial Park Cemetery, or under the direction and supervision and with the written permission of Rose Memorial Park Cemetery. No such work shall be undertaken (except such work that may be required by Rose Memorial Park Cemetery under its obligations to furnish maintenance care, perpetual care, endowment care and/or annual care) without the written consent of the owner(s) of the cemetery space. All grading and landscaping work shall be done solely by Rose Memorial Park Cemetery, its employees, or persons otherwise authorized by it; and all trees, shrubs and herbs of any kind shall be planted, trimmed, cut or removed solely by Rose Memorial Park Cemetery, its employees, or persons otherwise authorized by it.
- b. While reputable contractors will be permitted to construct, improve or repair cemetery space(s) within Rose Memorial Park Cemetery, no such construction, repair or improvement shall be permitted until and unless the contractor, who wishes to perform such work, shall first submit to Rose Memorial Park Cemetery, in writing a proposed plan with detailed specifications; and no work shall be commenced until the plans and specifications shall have been approved in writing by Rose Memorial Park Cemetery and the regular established fee shall have been paid. Moreover, during the construction, Rose Memorial Park Cemetery shall have the right, at all times to inspect the construction as the work progresses until completion.
- c. Rose Memorial Park Cemetery, shall not be required to grant permission to anyone to perform services in connection with the construction, repair or demolition of a tomb, private mausoleum, or other cemetery space until and unless;
  - (1) a valid certificate or certificates of insurance is furnished in amounts necessary to protect and indemnify Rose Memorial Park Cemetery, its officers, employees and visitors from all reasonable foreseeable hazards which could be encountered as a result of the presence of the applicant and/or his subcontractors, agents or employees within the confines of Rose Memorial Park Cemetery; and
  - (2) they enter into a hold-harmless with Rose Memorial Park Cemetery prior to the commencing of any construction, repair or demolition within Rose Memorial Park Cemetery.
- d. The Grounds Manager of the cemetery or his duly authorized representative, shall be empowered to stop work of any kind that in his sole judgment does not comply with the letter, intent and purpose of the plans and specifications covering said work, and/or the general day to day operation of the cemetery, particularly, with respect to funeral services and the making of interments. Rose Memorial Park Cemetery shall have the right to refuse interment in any cemetery space that has not been constructed or improved in accordance with the plans and specifications.
- e. Occasionally, stonework becomes hazardous because of loosening of parts, tipping, or from some other cause. In such instances, the owner(s) will be notified to arrange for necessary repairs. No cement product, limestone or brick will be permitted in the exterior construction of a new tomb, private mausoleum or monument.
- f. No cement product, limestone or brick will be permitted in the exterior construction of a new tomb, private mausoleum or monument.
- g. Rose Memorial Park Cemetery permits the use of granite or marble only for exterior construction of any new tomb, private mausoleum, or monument and same, in each instance, shall not be less than four (4) inches thick. Coping shall be of granite at least eight (8) inches thick.

- h. Rose Memorial Park Cemetery reserves the right to refuse to issue a permit to any person, dealer or contractor whose workmanship, or conduct, in the past, has been unsatisfactory or who has grossly violated the Rules and Regulations of Rose Memorial Park Cemetery.
- i. Rose Memorial Park Cemetery will use every reasonable precaution to protect cemetery space(s) within the cemetery and mausoleum(s) against loss or damage; but Rose Memorial Park Cemetery assumes no responsibility, direct or indirect, for the loss or damage that might result from causes beyond its reasonable control, including, without limitation, such loss or damage as may be caused by Acts of God, the elements, decay, revolutionaries, thieves, malicious mischief maker, vandals, explosions, unavoidable accidents, invasions, insurrection, or by any person acting under an order of any military or civil authority.
- j. Where minor damage from unknown sources takes place, Rose Memorial Park Cemetery may, where possible, make or arrange for some suitable repair at its own expense. However, such policy shall not be construed as an obligation on its part to make such minor repairs ad it shall not, at any time, be required to do so. In the case of serious damage, involving tombs, monuments or other cemetery space(s), Rose Memorial Park Cemetery agrees to notify the affected owner(s), if addresses are on file, and where possible, Rose Memorial Park Cemetery will take temporary steps to prevent further damage. In no instances will the private construction of a Columbarium be allowed to owner(s) of any cemetery space(s). Rose Memorial Park Cemetery reserves the right to construct any and all Columbarium's on property owned by Rose Memorial Park Cemetery.

## VIII

### FUNERALS

- a. Funeral and flower delivery vehicles, upon entering the cemetery, shall be subject to the directions of the officers or authorized employees of Rose Memorial Park Cemetery.
- b. Rose Memorial Park Cemetery requires the owner(s) of each right of interment of a cemetery space, or his or her duly authorized representative(s), to make cemetery burial arrangements in person, such arrangements to include the verification, decisions and authorizations pertaining to one or more, if not all, of the matters listed below, and to assure the cemetery that the owner(s) is fully informed as to all aspects and alternatives of burial procedures, and that the owner(s) wishes are clearly communicated to the cemetery authority so that they may be given proper consideration, thereby eliminating, as far as possible, any misunderstanding:
  - 1. Verifying property ownership and official burial records on file at the cemetery;
  - 2. Identifying the correct names of all other owner(s) of record through inheritance, or otherwise, and the furnishing and recording of the current address of each owner(s);
  - 3. Physically inspecting and verifying the locating of the burial property and executing a proper burial authorization form, including the selecting of the location within the cemetery space(s) wherein the actual interment is to be made;
  - 4. Obtaining and communicating the owner(s) wishes in regard to the placement of an inscription, thereby eliminating further involvement at a later date, and also making arrangements so that the required marking may be expeditiously accomplished in accordance with the owner's(s) wishes;
  - 5. Making provisions for payment of burial fees, prior to the interment, along with receiving a complete explanation of such fees;
- c. At least 24 hours advance notice shall be given the cemetery of the time of a burial service.
- d. Rose Memorial Park Cemetery may, at any time, and from time to time waive any one or more or all of the above and foregoing requirements; but, in doing so, and no matter how often a waiver is granted, the said requirements shall remain in full force and effect, and the said waiver shall not be considered, to any extent whatever, as a modification, change or rescission of any such requirements.

## IX

### DISINTERMENTS, TRANSFERS AND REMOVALS OF REMAINS

Disinterment, transfers and/or removals of remains, contrary to the expressed wish of the owner(s) or of one or more duly established successor owner(s) are absolutely prohibited except where said disinterment, transfer and/or removal by Rose Memorial Park Cemetery is because of the nonpayment of any amount due and owing it, as contemplated in Title 8, including without limitations the following in the order state:

1. "The surviving spouse, if not judicially divorced from the decedent;
2. The surviving children of the decedent;
3. The surviving parents of the decedent;
4. The surviving brothers and sisters of the decedent."
5. Rose Memorial Park Cemetery agrees to exercise due care in making a disinterment, removal or transfer; except that it assumes no liability for any damage to any coffin, casket, burial case, urn or any other burial container, that might result from or in connection with the making of a disinterment, removal or transfer.

## X

### DECORATION OF PLOTS

- a. Floral Regulations-No flower receptacles may be place on any plot, or in the mausoleum or columbarium, unless approved by Rose Memorial Park Cemetery. Rose Memorial Park Cemetery shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the cemetery as soon as, in the judgment of the Management, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standard of the cemetery. Rose Memorial Park Cemetery shall not be liable for :
  1. Floral pieces, baskets or frames in which or to which such floral pieces are attached;
  2. Lost, misplaced or broken flower vases, and;
  3. Plants, herbage or plantings of any kind damaged by the elements, thieves, vandals, or by other cause beyond its control.
  4. Funeral flower stands or other holders containing flowers or other decorations shall be permitted at the time of a funeral service, but they may be removed by Rose Memorial Park Cemetery as soon as their contents, in the sole judgment of Rose Memorial Park Cemetery, becomes unsightly.
  5. Rose Memorial Park Cemetery assumes no responsibility for watering, or furnishing any other care to, flowers, plants or shrubs.
  6. Rose Memorial Park Cemetery reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, plants, or herbage of any kind unless written consent is given.

Rose Memorial Park Cemetery reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. Rose Memorial Park Cemetery reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. Rose Memorial Park Cemetery further reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants, or herbage of any kind, unless it gives its consent in writing. No plot may be defined by any kind of fence coping, riling, hedge, or embankment; nor may any plot

- be filled above the established grade, Wire arches and trellises shall not be placed on any plot or grave. No plot or grave space may be decorated by its owner (s) or others with any tree or shrub.
- b. Removal of Floral Arrangements-Fresh floral frames will be removed from the plot-site, unless called for within five (5) days by those lawfully entitled to them, and may be disposed of by Rose Memorial Cemetery in any manner it sees fit. Silk frames and arrangements may remain; however, we ask each family to limit this to one (1) frame or arrangement per grave to aid in maintenance and uniformity of the cemetery.
  - c. Certain Ornaments Prohibited-The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees/benches, vases, glass, wood or iron cases, and similar articles, upon or around mausoleum crypts shall not be permitted, and, if so placed, Rose Memorial Park Cemetery may remove the same.
  - d. Urns, Etc., Subject to Approval-All adornments, urns, and bronze lettering for crypts or niches are subject to the approval and control of, and acceptance by Rose Memorial Park Cemetery.
  - e. Community Mausoleums-Policy concerning Flowers, Plants, and Shrubs:
    1. Rose Memorial Park Cemetery recognizes that the living flowers and plants that will be brought into the Cemetery from time to time will unquestionably add immeasurably to its exquisite beauty. Nevertheless, Rose Memorial Park Cemetery recognizes that such living flowers and plants eventually wither and die and that potted plants freeze when exposed to the elements in cold weather. It is Rose Memorial Park Cemetery's policy to encourage the custom of placing fresh cut flowers or small plants in authorized containers and cases; but the Cemetery reserves the right to have its employees remove such flowers when they wither and die or freeze.
    2. Artificial flowers and artificial plants including, without limitation, those that are plasticized, will be permitted.
    3. The adhering of any object to crypt fronts other than approved bronze lettering or emblems is not allowed. No metal, wooden, or stone floral stands and or pedestals shall be used.
  - f. Tombs and Vaults-Cemetery: Artificial and freshly cut flowers may be placed in granite or marble vases, equipped with proper containers, or in bronze vases, subject to Rose Memorial Park Cemetery's approval. If this policy is violated, the employees of Rose Memorial Park Cemetery will remove and discard any non-conforming vase or container.
  - g. Lawn Crypts-All flower arrangements are to be placed in memorial vases only.

**Exception-**At the time of interment all floral arrangements will be left on burial site for a period of ten (10) to fourteen (14) days, after which they will be removed according to the provisions of sub-paragraph (a).

## XI

### INCRPTIONS, EMBLEMS, MARKERS, AND PICTURES

- a. No emblem, marker or monument may be removed from the cemetery unless the written order of the owner(s) of record is presented at the offices of Rose Memorial Park Cemetery and permission is granted by Rose Memorial Park Cemetery; or the same is removed by Rose Memorial Park Cemetery under the authority herein otherwise stated.
- b. "DEDO" pictures will be allowed if attached to an above the ground vault, monument, marker or vase.
- c. Individual flags (not exceeding twelve (12) inches in height by seventeen (17) inches in width) on staffs of not more than thirty-two (32) inches in length may be displayed two days before, during and two days after Flag Day, Independence Day, Memorial Day, and Veterans Day, following which time, in the interest of maintenance, continuity and respect for the flag, Rose Memorial Park Cemetery shall have, and reserves the right (but does not assume the obligation), of removing individuals' flags which may have been so displayed.

- d. In order to maintain the integrity of the mausoleums and uniformity throughout the mausoleums, **NO** more than three (4) names may be engraved on any mausoleum door.

## XII

### PERPETUAL CARE

#### MAINTENANCE CARE (IN PERPETUITY)

- a. Rose Memorial Park Cemetery provides perpetual care for its community mausoleum(s) which care is (and shall be, at all times) consistent with the provisions of Title 8 as now or hereafter amended.
- b. Rose Memorial Park Cemetery agrees to furnish, at its own expense, and at no additional expense to the owner(s), such perpetual care as may now or hereafter be required, from time to time, under the laws of the State of Louisiana, pertaining to Perpetual, or Endowed Care Cemeteries, more particularly Louisiana Revised Statute of 1950, Title 8, as now or hereafter amended. However, if Rose Memorial Park Cemetery should at any time, and from time to time, perform any maintenance and care in excess of the statutory requirements, it shall not be bound to continue, and may discontinue such extra maintenance and care at any time, and from time to time. Moreover, Rose Memorial Park Cemetery shall never be obligated to spend for perpetual care anymore than the proper proportionate share of the annual earnings from the total Perpetual Care Fund that is allocable to the owner(s) burial space.
- c. All funds received by Rose Memorial Park Cemetery for the Perpetual Care of the mausoleum and cemetery under perpetual care and/or maintenance care (in perpetuity) shall be administered by the Board of Directors of Rose Memorial Park Cemetery and the income from the said Fund to be used to defray the cost to Rose Memorial Park Cemetery of the furnishing of perpetual care and maintenance care (in perpetuity) to and under all of its perpetual care and maintenance care (in perpetuity), now existing or hereafter entered into.
- d. Rose Memorial Park Cemetery will use every reasonable precaution to protect the tombs, private mausoleums, and other burial spaces within the cemetery, against loss or damage, but Rose Memorial Park Cemetery assumes no responsibility, direct or indirect, for the loss or damage that might result from causes beyond its reasonable control, including without limitation, such loss or damage as may be caused by an act of God, common enemy, thieves, vandals, strikers, rioters, revolutionaries, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, or by any persons acting under an order of any military or civil authority.
- e. However, if it should become necessary, in the opinion of Rose Memorial Park Cemetery, to repair or reconstruct any cemetery space, including any portion or portions thereof, on account of any loss or damage resulting from any one or more of the causes specified in the preceding subparagraph, Rose Memorial Park Cemetery shall give sixty days (60) written notice to the owner(s) of record, at his last address appearing on Rose Memorial Park Cemetery records. If the owner(s) fails to repair or reconstruct the said loss or damage within a reasonable time thereafter,

## XIII

### FEES AND OTHER CHARGES

All fees and other charges for interments, disinterment's, removals, transfers or services rendered or to be rendered, or materials and/or supplies furnished by Rose Memorial Park Cemetery, and fees and other charges for permits granted to others to perform any work within Rose Memorial Park Cemetery, shall be established on a uniform basis, as of the time such services and/or things are actually furnished, but said fees and charges must be paid to Rose Memorial Park Cemetery, and Rose Memorial Park Cemetery will issue a receipt therefore when requested to do so.

## XIV

### REPEAL, AMENDMENT, MODIFICATION, ADDITION OR OTHER CHANGE IN THESE RULES AND REGULATIONS

- a. Special cases may arise in which the literal enforcement of a Rule or Regulation may impose unnecessary hardship. Rose Memorial Park Cemetery, therefore, reserves the right to make exceptions, suspensions, or modifications of any of these Rules and Regulations without notice when, in its judgment, such action appears necessary or desirable; but any such exception, suspension, or modification, shall in no way be construed as affecting the general application of such Rules and Regulations.
- b. Rose Memorial Park Cemetery may, and it hereby and herein expressly reserves the right, at any time, and from time to time, with or without notice to Owner(s), to repeal, amend, modify, add to, or change any of the above and foregoing Rules and Regulations, in whole or in part, upon the written authorization of the majority of the Executive Board of Rose Memorial Park Cemetery; and, upon doing so, such new Rules and Regulations, or amendment(s) or modification(s) or addition(s) or other change(s) shall be fully binding on a uniform basis upon all Owner(s).

## XV

### SECTION H-MISCELLANEOUS

- a. Coping is required on all in ground burials.
- b. No headstones, markers or monuments are allowed which exceed 48 inches tall.
- c. **Failure of owner(s)/vendor(s) to comply with any of these Rules and Regulations, may, at the discretion of Rose Memorial Park Cemetery, be prohibited from performing any work in the future within the cemetery, and any work performed is subject to repairs/disassembly or other action that may be necessary to bring into compliance with these Rules and Regulations at the owner(s)/vendor(s) expense.**