

Pilgrims Rest Cemetery

Rules and Regulations

Introduction

Pilgrims Rest Cemetery is owned and controlled by the Immanuel Evangelical Lutheran Church of Mankato, Minnesota. It is under the direct supervision of the church board of trustees. It is the aim of the cemetery board to make Pilgrim's Rest a quiet and beautiful cemetery. Money is spent to continue the improvement and to preserve the appearance of Pilgrim's Rest which requires the cooperation of all lot owners.

For the mutual protection of every lot purchaser in Pilgrim Rest Cemetery the Immanuel Evangelical Lutheran Church of Mankato, Minnesota, hereby adopts the following rules and regulations. All property owners and persons within the cemetery, and all lots sold, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by this church from time to time; and the reference to these rules and regulations in the deed or certificate of interment rights to lots shall have the same force and effect as if set forth in full therein.

Sections 1 DEFINITIONS

1A Cemetery Defined

The term cemetery means the burial park for earth interments.

1B Lot and Grave Defined

"Lot" means space in the cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more than one adjoining grave. "Grave" means a space of ground used, or intended to be used, for one burial.

1C Interment Defined

"Interment" means the disposition of human remains by burial.

1D Association Defined

"Association" means the organization or corporation owning and controlling the cemetery.

1E Memorials Defined

"Memorial" means a monument or marker. "Monument" means a memorial of granite or other approved stone, that extends above the surface of the lawn. "Marker" means a memorial of granite, or other approved material, that does not extend above the surface of the lawn.

Section 2

GENERAL SUPERVISION OF CEMETERY

2A Admission to Cemetery

This association is a private corporation and it reserves the right to compel all persons coming into the cemetery to present proper identification for examination; also all machines may be compelled to be brought to a full stop at the entrance, and further, this association reserves the right to refuse admission to any one not a lot owner or relative of a person interred in said cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the cemetery

2B Cemetery Management in Charge of Funeral

All funerals, on reaching the cemetery, shall be under the supervision of the cemetery management.

2C Casket Not to Be Opened or Body Touched Without Consent

Once the funeral service is completed the association reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of some legal representative of the deceased or without a court order, provided that in the event necessity requires, the association may take appropriate steps to correct any obnoxious or improper condition

Section 3

INTERMENTS AND DISINTERMENTS GENERALLY

3A Subject to Laws

Besides being subject to these rules and regulations, all interments, disinterments and removals are made subject to the orders and laws of the property constituted authorities of the city, county and state.

3B Time and Charges

All interments, disinterments and removals must be made at the time and in the manner and subject to the payment of such charges as fixed by the cemetery management.

3C Holidays

No interments, disinterments, removals or interment service shall be permitted on Sundays, or on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Armistice Day, Thanksgiving Day or Christmas Day.

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3D Notice

The right is reserved by the association to insist upon at least twenty-four hours notice before any interment, and to at least one week's notice prior to any disinterment or removal. The association may refuse to make an interment until a more expedient time if the remains arrive at the cemetery entrance after 4 p.m., or if too many funerals arrive at the same hour.

3E Authorization to Inter

The association may inter or open a plot for any purpose on proper written authorization by any lot owner of record made out on forms approved by the association and duly filed in its office unless there are written instructions to the contrary on file in the office.

3F Right Reserved to Require Concrete Box or Vault

The association reserves the right to require a concrete box or vault in which the casket for every earth interment shall be enclosed; this includes cremations.

3G Right of Burial May Be Limited

The association reserves the right to limit the right of burial to members of their own faith.

3H Location of Interment Space

When instructions from the lot owner regarding the location of an interment space in a lot can not be obtained, or are indefinite, or when for any reason the interment space can not be opened where specified, the management may, in its discretion, open it in such location in the lot as it deems best and proper, so as not to delay the funeral; and the association shall not be liable in damages for any error so made.

3I Orders Given by Telephone

The association shall not be held responsible for any order given by telephone or for any mistake occurring from the lack of precise and proper instructions as to the particular space, size, and location in a lot where interment is desired.

3J Errors May Be Corrected

The association reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments, removals, or in the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying, in lieu thereof, other interment property of equal value and similar location as far as possible, or as may be selected by the association or, in the sole discretion of the association, by refunding the amount of money paid on account of said purchase, excluding perpetual care. In the event an error shall involve the interment of the remains of any person in such property, the association reserves, and shall have, the right to remove and reinter the remains to such property of equal value and similar location as may be substituted and conveyed in lieu thereof.

3K Delays in Interments Caused by Protests

The association shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with. The association may require any protest to be in writing and filed in the office of the association.

3L Not Responsible for Embalming or for Identity

The association shall not be liable for the interment permit nor for the identity of the person sought to be interred, nor shall the association be liable in any way for the embalming of the body.

3M No Interment Permitted Unless Property Paid For

No interment shall be permitted in any property not fully paid for.

3N Interment of More Than One Body

Not more than one body, or the remains of more than one body, shall be interred in one grave, unless such grave has been purchased with the written agreement that more than one body or the remains of more than one body, may be interred. Two cremations are allowed with a fee.

3O Interment of Human Remains

The use of the property in the cemetery is restricted to the interment of human remains.

Section 4 CHANGING OF LOTS

4A Removal for Profit Prohibited

Removal, by the heir, of a body so that the lot may be sold for profit to themselves, or removal contrary to the expressed or implied wish of the original lot owner, is repugnant to the ordinary sense and decency and is absolutely forbidden.

4B May Obtain Larger Lot

A body may be removed from its original lot to a larger or better lot in the cemetery, when there has been an exchange or purchase for that

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purpose.

4C Care in Removal

The association shall exercise due care in making a disinterment and removal, and it shall assume no liability for damage to any casket or burial case in making the disinterment and removal.

Section 5

PAYMENT OF FEES BEFORE BURIAL

5A Payment of Service Charges

The charges for the cemetery services must be paid at the time of the issuance of the order of interment or disinterment and arrangements for the payment of any and all indebtedness due the association must be made before interment will be made in any lot.

Section 6

DESCENT OF TITLE TO HEIRS OF LOT OWNERS

6A Descent of Title and Ownership of Lots in Case of Death

Subject to the right of interment of the decedent therein a cemetery lot or burial lot, unless disposed of as provided by law, shall descend free of all debts as follows:

First--To the surviving spouse, a life estate with right of interment of such spouse therein, and remainder over to the person or association who would be entitled to the fee if there were no spouse;

Second--If there be no surviving spouse, then to the eldest surviving child;

Third--If there be no surviving child, then to the youngest surviving sibling

Fourth--If there be no surviving sibling of the decedent, then to the cemetery association in trust as a burial lot for the decedent and such of his relatives as the governing body thereof shall deem proper.

Grave markers, monuments, memorials and all structures lawfully installed or erected on any cemetery lot or burial lot shall be a part of and shall descend with such lot owners.

Section 525.14 Minnesota State Statutes Annotated

6B To Heirs of Deceased Lot Owners

The only regular and legal proof of title by descent from a deceased owner is a certified copy of the decree of the proper Probate Court assigning the lot of the person deceased, or his interest in it, to the one claiming it. Whenever practicable this proof will be required.

If for any reason the furnishing of this proof is impossible, application should at once be made upon the death of the lot owner to the association secretary to be sure that the records will show the lot to be in the proper living person.

Section 7

TRANSFERS OR ASSIGNMENTS

7A Consent of Association

No transfer or assignment of any lot, or interest therein, shall be valid until the consent of the association has been endorsed thereon and the same has been recorded on the books of the association.

7B Indebtedness

The association may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due the association from the recorded owner.

7C Transfer Charges

The association may fix a charge for all transfers of ownership in lots. No transfer of ownership shall be complete or effective until all charges are paid.

Section 8

SUBDIVISION OF LOTS

8 May Not Subdivide Lots

The subdivision of lots is not allowed, and no one shall be interred in any lot not having any interest therein except by written consent of the owner of record and of the association; provided, however, a relative or any recorded lot owner may be buried in said lot as provided in rules or the laws of the state.

Section 9

CONTROL OF WORK BY ASSOCIATION

9A Work to Be Done by Association

All grading, landscape work and improvements of any kind, and all care on lots, shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed, and all openings and closings of graves, and all interments, disinterments and removals shall be made only by the association.

9B Cemetery Management Must Direct and May Remove Improvements

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All improvements or alterations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the management; and, should they be made without its written consent, the management shall have the right to remove, alter or change such improvements or alterations at the expense of the lot owner, or, in any event, at any time, in its judgment they become unsightly to the eye.

Section 10 DECORATION OF LOTS

10A Floral Regulations

The planting of flowers by the lot owner is not permitted. The association 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 cemetery officials, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained. The association shall not be liable for floral pieces, baskets or frames in which or to which such floral pieces are attached. The association shall not be liable for lost, misplaced or broken flower vases. The association shall not be responsible for plants, herbage or plantings of any kind damaged by the elements, thieves, vandals or by other causes beyond its control. The association reserves the right to regulate the method of decorating lots so that a uniform beauty may be maintained. The association 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.

10B Removal of Floral Stands

Floral stands removed from the lot site, unless called for within five days by those lawfully entitled to them, may be disposed of by the association in any manner it sees fit.

10C Certain Ornaments Prohibited

The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, glass, wood or iron cases, and similar articles, upon lots shall not be permitted, and, if so placed, the association may remove the same.

Section 11 ROADWAYS AND REPLATTING

11A Right to Replat, Regrade and Use Property

The right and privilege, at any time and from time to time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all, or any part, portion or subdivision of the property hereby mapped and platted (including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives) and to file amended maps or plats thereof, and to use the same for the erection of buildings or for any purposes or uses connected with, incident to or convenient for the care, preservation or preparation for the disposal or interment of human dead bodies, or other cemetery purposes, together with easements and rights of way over and through said premises for, and the right and privilege of installing, maintaining, and operating pipelines, conduits or drains for sprinklers, drainage, electric or communication lines or for any other purposes, is hereby expressly reserved.

11B No Right Granted in Alleyways

No easement or right of interment is granted to any lot owner in any road, drive, alley or walk within the cemetery, but such road, drive, alley or walk may be used as a means of access to the cemetery or buildings as long as the association devotes it to that purpose.

Section 12 CONDUCT OF PERSONS WITHIN CEMETERY

12A Must Use Walks

Persons within the cemetery grounds shall use only the avenues, walks, alleys and roads, and any person injured while walking on the grass, except that be the only way to reach his lot, or while on any portion of the cemetery other than the avenues, walks, alleys or roads, shall in no way hold the association liable for any injuries sustained.

12B Children

Children under fifteen years of age shall not be permitted within the cemetery, or its buildings, unless accompanied by proper persons to take care of them.

12C Flowers, Etc.

All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants, or feeding or disturbing birds or other animal life.

12D Refreshments

No person shall be permitted to have refreshments within the cemetery except as authorized by the management.

12E Loitering Prohibited

Persons other than lot owners or relatives shall not be permitted to loiter in the cemetery or in any of the buildings.

12F Loud Talking

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Boisterous or unseemly conduct shall not be permitted in the cemetery, or in any of the buildings

12G Rubbish

The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings is prohibited. All rubbish must be removed when leaving the cemetery.

12H Motorized Vehicles and Bicycles

Automobiles shall not be driven through the grounds at a greater speed than fifteen miles per hour. and must always be kept on the right hand side of the cemetery roadway. Automobiles are not allowed to park or to come to full stop in front of an open grave unless such automobiles are In attendance at the funeral.

12I Peddling or Soliciting

Peddling of flowers or plants, or soliciting the sale of any commodity, is prohibited within the confines of the cemetery. Solicitation of any kind is strictly forbidden at any time in the cemetery without the approval of the association. Violation of this rule will result in immediate dismissal.

12J Firearms

No firearms shall be permitted within the cemetery except on special permit from the management or duly constituted authorities.

12K Notices and Advertisements

No signs or notices or advertisements of any kind shall be allowed in the cemetery unless placed by the association.

12L Pets

Pets shall not be allowed on the cemetery grounds or in any of the buildings.

12M Hours Grounds Are Open

The cemetery grounds shall be open from 8:00 a.m. to 5:00 p.m.

12N Improperities

It is of the utmost importance that there should be strict observance of all of the proprieties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed, and the management shall have power to prevent improper assemblages.

12O Board of Trustees to Enforce Rules

The Board of Directors are hereby empowered to enforce all rules and regulations, and to exclude from the property any person violating the same. They shall be in charge of the grounds and buildings, and at all times shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, lot owners and visitors.

Section 13

FEES, GRATUITIES AND COMMISSIONS

13 Gratuities May Not Be Accepted by Employees

No person, while employed by the association, shall receive any fee, gratuity or commission, except from the association, either directly or indirectly, under penalty of immediate dismissal.

Section 14

PROTECTION AGAINST LOSS OR DAMAGE

14A Use of Guards and Non-responsibility

The association shall have the right to maintain guards if, in its discretion, it deems it is necessary but is under no legal obligation to do so. Whether or not guards are used the association distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damages caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral.

14B Association May Charge for Unusual Repairs Necessitated by Acts of God, Etc.

In the event that it becomes necessary to repair or reconstruct any marble, granite or concrete work on any section or lot, or any portion or portions thereof in the cemetery which has been damaged by the elements, an act of God, common enemy, thieves, vandals strikers, mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, the association shall give a 10-day written notice of the necessity for such repair to the lot owner of record. The notice shall be given by depositing the same in the United States mail addressed to the lot owner of record at his or her address stated on the books of the association. In the event the lot owner fails to repair the damage within a reasonable time, the association may direct that the repairs be made and charge the expense against the lot and to the lot owner of record.

Section 15

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CHANGE IN ADDRESS OF LOT OWNERS

15 Lot Owner Must Notify Association

It shall be the duty of the lot owner to notify the association of any change in his post office address. Notice sent to a lot owner at the last address on file with the secretary of the association shall be considered sufficient and proper legal notification

Section 16

PERPETUAL AND SPECIAL CARE

16A Perpetual Care on Lots

Perpetual care is that care and maintenance necessary by natural growth and ordinary wear which can be provided at reasonable intervals with income from the perpetual care fund, and includes the planting, cutting, watering, and care of lawns, trees, and shrubs; the cleaning and upkeep of buildings; and the maintenance of utilities, walls, roadways, and walks. The association may also use a portion of the income from such fund for such general care, maintenance, repairs and improvements as it in its sound discretion shall deem to be for the best interests of the cemetery to the end that the cemetery generally be kept in the best condition possible within the limits of such income.

16B Perpetual Care Exceptions

The term "perpetual care" shall not be construed as meaning the maintenance, repair or replacement of any grave stones or monumental structures or memorials placed or erected upon lots; nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work in the cemetery; nor does it mean the reconstruction of any marble, granite or concrete work on any section or lot or any portion or portions thereof in the cemetery, caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

16C Special Care

Include only those specific services set forth in Special Care Agreements with the lot owners. It may include the improvement or embellishment of all or any part of the cemetery or any lot in it, the erection, maintenance, removal, repair or preservation of any memorial, structure, the planting and cultivation of flowers, trees, shrubs and plants in and around the cemetery, or any part thereof, and the filling and the care of vases, special care of flower beds, and the placing of floral decorations, including any portion thereof, in said cemetery, or any other purpose or use not inconsistent with the purpose for which the cemetery is maintained. Special care funds may be invested with and in the same manner as perpetual care funds.

16D Investment of Perpetual Care and Special Care Funds

The money received for Perpetual Care and Special Care shall be held in trust and invested as provided by law. The association, reserves the right, however, either to handle all investments itself, or to deposit said funds with any person, company or corporation qualified to act as trustee for such funds.

16E Expenditure Limited to Income

Perpetual Care and Special Care, whether applied to lots, or to any space within the confines of the cemetery, shall be limited absolutely to the net income received from the investment of the care funds, no part of the principal being expended, anything herein stated to the contrary notwithstanding.

16F Funds May Be Deposited with Others of Like Character

It is understood and agreed between the purchaser and this association that perpetual care funds and special care funds may be deposited with others of like character and intent, to the end that the income from such accumulated funds shall be used for care as provided in the rules and regulations; but in no case shall their deposits be construed as a contract to care for any individual property or space in any way other than as defined in said rules and regulations; and the care of the grounds and buildings, and special care, shall be limited to the net income received from the investment of such funds.

16G Direct Expenditures

The net income from the perpetual care fund shall be expended by the association in such manner as will, in its judgment, be most advantageous to the property as a whole, and in accordance with the purposes and provisions of the laws of the state applicable to the expenditures of such funds. The association is hereby given the full power and authority to determine upon what property, for what purpose and in what manner the net income from said fund shall be expended, and it shall expend the net income in such a manner as of, in its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the cemetery grounds, and may include those items specifically excepted in Rule 16-B. It may also expend the income for attorney's fees and other costs necessary to the preservation of the legal rights of the association.

16H Amount of Deposit for Lots

The amount to be collected from each purchaser of a cemetery lot at the time of payment of the purchase price and to be deposited in the perpetual care fund shall be 20% of the lot price.

16I Record of Deposits

A record book shall be kept by the association showing the name of each lot purchaser and the amount he has deposited with the

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perpetual care fund.

16J Charitable Purpose of Perpetual and Special Care Funds

The sums paid in or contributed to the perpetual or special care funds are expressly authorized for a charitable and eleemosynary purpose. Such contributions are a provision for the discharge of a duty due from persons contributing to the person or persons interred or to be interred in the cemetery and likewise a provision for the benefit and protection of the public by preserving, beautifying, and keeping the cemetery from becoming unkempt and a place of reproach and desolation in the community. No payment gift, grant, bequest, or other contribution for such purpose is invalid by reason of any uncertainty of the persons designated as beneficiaries in the instruments creating the perpetual or special care funds, nor are funds or any contributions to them invalid as violating any law against perpetuities or the suspension of the power of alienation to title to property.

Section 17

RULES FOR MEMORIAL WORK

17A Number of Monuments Allowed

Only one or family monument shall be allowed on a lot. Such lot must be no less than four grave lots and only in sections permitted.

17B Where Monument Shall Be Placed

The monument shall be placed in the center of, and six inches from the west line of the lot.

17C Foundations

All foundations for monuments shall be installed by the association; the charges for which shall be fixed by the association. Application for installation of a foundation shall be signed by the lot owner.

17D Foundation Charges

Foundation charges shall be paid in advance.

17E Foundation Permits

Permission for a foundation shall not be granted until the purchase price, including perpetual care and all other charges against the lot have been paid.

17F Markers Must Be Set Flush with the Sod

All markers must be set on the graves by the association and shall be set flush with the sod.

17G Marker Permits

Permission shall not be issued until all foundation and placement charges fixed by the management, the lot purchase price, including perpetual care, and all other charges against the lot have been paid. Old markers standing above sod level on the lot shall be lowered before new markers can be added.

17H Errors in Placing Memorials

The association reserves and shall have the right to correct any error that may be made by its employees or by any person, or persons, in the location or placing of a memorial in the cemetery.

Section 18

MISCELLANEOUS

18A Workmen Employed Are Under Supervision of Association

Workmen employed in placing or erecting monuments, or bringing in materials, shall, as to the association, operate as independent contractors, but must do so only with the permission of the association, and must be under the supervision of the association.

18B No Damage or Debris

Persons engaged in erecting monuments are prohibited from attaching ropes to monuments, trees, shrubs, or from scattering their material over adjoining lots, or from blocking avenues or pathways, or from leaving their material on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees, shrubs as possible, and must remove all debris and restore the ground and sod to its original condition.

18C Repair if Damage Done

Damage done to lots, walks, drives, trees, shrubs or other property, by dealers or contractors, or their agents, shall be repaired by the association and the cost of such repairs shall be charged to the dealer or contractor, or to his principal.

18D Limits of Work Schedule

No material, machinery, or other thing for the construction of monuments, or monuments themselves, may be brought into the cemetery until required for immediate use; nor under any circumstances, when a funeral is in process; nor between Saturday noon and

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Monday morning; and no work shall be done during said time; nor shall such material be placed on lots adjoining the one on which such structure is to be erected without permission from the management.

18E Prompt Completion

Work shall proceed promptly until the erection of the memorial is completed.

18F No Work During a Funeral

While a funeral or interment is being conducted, all work of any description shall cease.

18G No Soliciting

Approaching the bereaved and soliciting business within the cemetery is not permitted.

18H Memorial Dealers

Memorial dealers shall abide by all rules of the cemetery.

18I Penalty for Violations by Vender

Any producer or retail dealer who violates the rules of the cemetery shall be removed from the list of approved producers and retail dealers.

18J Responsibility for Damage

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

18K Nothing Added to Lot

No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any lot; and no walks of brick, chert, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel, wood or anything not approved by the association shall be allowed on any lot. The association reserves the right to remove the same if so erected, planted or placed.

18L Right to Reject Plans

Cemetery officials shall have the authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind or quality of stone is (in the opinion of the association) unsuited to the lot on which it is to be placed.

18M Right to Stop Work

The association reserves the right to stop all work of any nature whenever, in its opinion, proper preparations therefore have not been made or when tools and machinery are insufficient or defective or when work is being executed in such manner as to threaten life or property or when the monument dealer has been guilty of misrepresentation, or when any reasonable request on the part of the association is disregarded, or when work is not being executed according to specifications, or when any person employed on the work violates any rule of the association.

18N Approval of Completion

The completed work is subject to the approval of the association.

18O Use Stone

All monuments and markers shall be constructed of natural stone approved by the cemetery. No artificial stone of any description shall be permitted.

18P Right to Correct or Remove

Should any memorial become unsightly, dilapidated, or a menace to visitors, the cemetery shall have the right either to correct the condition or to remove the same at the expense of the lot owner.

18Q No Removal and No Advertising

No monument or marker shall be removed from the cemetery, except by the association unless the written order of the lot owner be presented to the management and permission be granted by the association. No sign or advertising of any description, except that placed by the association, shall be permitted on any lot, or within the cemetery.

Section 19

CERTIFICATE AND RULES AND REGULATIONS SOLE AGREEMENT

19 Statement of Sales Agents

The certificate of ownership and these rules and regulations and any amendments thereto shall be the sole agreement between the association and the lot owner. The statement of any sales agent shall in no way bind the association.

Section 20

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MODIFICATIONS AND AMENDMENTS

20A Exceptions and Modifications

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

20B Amendments

The association may and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter or repeal any rule regulation, article, section, paragraph or sentence in these rules and regulations.

Adopted October 13, 1952

Reviewed and amended December 1998

Reviewed and amended February 2007