

Rules And Regulations

Pasadena Cemetery Association

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Pasadena Cemetery Association

Version 2025.05.01

These rules and regulations are adopted as the rules and regulations of the Pasadena Cemetery Association for the mutual protection of every plot owner. All graves, crypts, and niches in Mountain View Cemetery, Mountain View Mausoleum, and Pasadena Mausoleum are subject to these rules and regulations, and subject, further, to such other rules and regulations, amendments, or alterations as shall be adopted by this Association from time to time. The reference to these rules and regulations in the Purchase Agreements, Interment or Cremation Authorizations, and Certificates of Ownership shall have the same force and effect as if set forth in full therein.

Definitions

Rule 1-A. Cemetery Defined

The term "cemetery" is defined to include a burial park for earth interments, a community mausoleum for vault or crypt interments, a crematory, and a columbarium for cinerary interments.

Rule 1-B. Lot, Plot, Or Burial Space Defined

The terms "lot," "plot," or "burial space" shall be interchangeable, and shall apply to adjoining graves, adjoining crypts or vaults, and adjoining niches.

Rule 1-C. Interment Defined

The term "interment" shall mean the permanent disposition of the remains of a deceased person by cremation and inurnment, entombment, or burial.

Rule 1-D. Memorial Defined

The term "memorial" shall include a monument, marker, tablet, headstone, private mausoleum or tomb for family or individual use, tombstone, coping, lot enclosure, urn, crypt, and niche plates.

Rule 1-E. Monument Defined

The term "monument" shall include a tombstone or memorial of granite, or other approved stone, which shall extend above the surface of the ground.

General Supervision Of Cemetery

Rule 2-A. Admission To Cemetery

This Association is a private corporation, and it reserves the right to compel all persons coming into the Cemetery to bring their vehicles to a full stop at the entrance and to present a permit to the gatekeeper for examination; and, further, this Association reserves the right to refuse admission to any one not an owner, 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.

Rule 2-B. Association Representative In Charge Of Funeral

All funerals, on reaching the Cemetery, shall be under the charge of the Association Representative appointed by the Cemetery.

Rule 2-C. Casket Not To Be Disturbed

Once a casket containing a body is within the confines of the Cemetery, no funeral director, or his embalmer, assistant, employee, or agent, shall be permitted to open the casket or to touch the body without the consent of the legal representatives of the deceased, or without a court order.

Interments And Disinterments Generally

Rule 3-A. 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 properly constituted authorities of the city, county, and state.

Rule 3-B. Time And Charges

All interments, disinterments, and removals must be made at the time and in the manner and upon payment of such charges as fixed by the Association.

Rule 3-C. Holidays

Unless approved by the Association, no interments, disinterments, removals, cremations, or interment services shall be permitted on Sundays, Saturday afternoons, or on any of the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

Rule 3-D. Notice

The right is reserved by the Association to insist upon seventy-two hours' notice prior to any cremation or interment, and at least one week's notice prior to any disinterment or removal.

Rule 3-e. APPLICATION FOR INTERMENT

The Association reserves the right to refuse cremation or interment in any plot, and to refuse to open any burial space for any purpose, except on written application by the owners of record made out on authorization forms provided by the Association and duly filed with the Association.

Rule 3-f. APPROVAL OF CASKET CONTAINERS

Every earth interment shall be enclosed in an approved casket container.

Rule 3-g. ONLY FAMILY TO VIEW CREMATION

The Association shall have the right to permit only members of the family, or representatives duly authorized in writing by members of the family, to view the cremation.

Rule 3-h. CASKET FURNISHINGS MAY BE DESTROYED

Where bodies are delivered for cremation, the Association reserves the right to remove and destroy all glass or metal furnishings or handles. Because of the danger of explosion within the cremation chamber, all pacemakers must be removed before delivery of the remains to the crematory for cremation. Further items not permitted are batteries, pacemakers, whole coconuts, glass, fireworks, or any type of item that can explode with heat exposure or melt and adhere to the chamber.

Rule 3-i. INTERMENT OF CREMATED REMAINS

The cremated remains must be permanently interred within a reasonable length of time. If the arrangements for their interment are not made within 6 months, the Association shall in no way be liable for the loss or destruction of said remains. The person authorizing the cremation, and/or the heirs at law, either jointly or severally, shall be held liable for rental space occupied by the remains pending the time they are permanently interred, and for interment charges if interred. The Association shall be in no way liable or held responsible for any cinerary container, receptacle, or urn placed in any plot.

Rule 3-j. AUTHORIZATION OF ONE PLOT OWNER SUFFICIENT

The Association reserves the right to demand the written authorization of the plot owner or his/her spouse, and if he/she is not living, any one of his/her next legal heirs of the same rank or relationship for the interment of another heir of equal rank, or spouse. If interment is desired of a blood relation or their spouse, further distant from the original lot owner, a written release of all of closer rank to the original plot owner must be obtained.

Rule 3-k. LOCATION OF INTERMENT SPACE

When instructions regarding the location of an interment space in a plot can not be obtained, or, are indefinite, or when for any reason the interment space can not be opened where specified, the Association Representative may, in his/her discretion, open it in such location in the plot as he/her deems best and proper, so as not to delay the funeral; and the Association shall not be liable for damages for any interment so made.

Rule 3-l. ORDERS GIVEN BY TELEPHONE

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

Rule 3-m. 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 or 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. In the event such 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/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Association shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date, either on the memorial or on the container for cremated remains.

Rule 3-n. 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; and, further, said Association reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined. The Association shall be under no

duty to recognize any protests of interments unless they are in writing and filed with the Association.

Rule 3-o. 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 or cremated; nor shall the Association be liable in any way for the embalming of the body, unless such embalming be done by the Association, and then only for negligence in performing the embalming.

Rule 3-p. NO INTERMENT PERMITTED UNLESS PROPERTY PAID FOR

No interment shall be permitted or memorial placed in or on any property not fully paid for except by special consent of the Association in writing in each and every case, and, in the event such consent is given, any and all interments or memorials placed in or on said property shall be considered as temporary. A note shall not be considered as payment, and no rights shall be acquired by the plot purchaser of said interment or interments until such property is fully paid for in cash, including principal and interest. In case the purchaser of said property shall fail to meet all payments within thirty days after the same are demanded by the Association, then the Association may re-enter said property and hold the same as of its former estate. The Association, thereupon, shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of said property as liquidated damages. The Association reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to cremate or to remove to single graves, to be chosen by the Association, each of the remains then interred in said property. The Association further shall have the right to remove any memorial that may have been placed on said Property.

Rule 3-q. INTERMENT OF MORE THAN ONE BODY

Not more than one body, or the remains of more than one body, shall be interred, entombed, or inurned in any single grave space, crypt or niche, unless such grave, crypt or niche has been purchased for more than one interment, entombment or inurnment, unless written application is made and approved by the Association, and there is ample room and a proper charge made. In a single grave space, only two casketed remains may be interred and then only if the first interment

has been made at a minimum depth of 7 ½ feet. In addition, three additional cremated remains of proper relationship may be placed in a single grave space with either two casketed remains or two cremated remains, provided that only one name plate or marker is used with all names on the same name plate or marker.

Rule 3-r. GUARDIAN VAULT (PERMANENT STORAGE) CARE OF CREMATED REMAINS

The Pasadena Cemetery Association will provide storage space for Cremated Remains for a nominal charge in a location within the cemetery grounds. No provision for visitation or placement of flowers will be made. The Association reserves the right to place and remove cremated remains from this common storage area without incurring any liability in connection with other cremated remains placed in the area. The cost of placement and removal of cremated remains from Guardian Vault (Permanent Storage) care is set forth in the General Price List.

Disinterments And Removals

Rule 4-A. Removal For Profit Prohibited

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

Rule 4-B. May Obtain Larger Plot

A body, or cremated remains, may be removed from its original plot to a larger or better plot in the Cemetery when there has been an exchange or purchase for that purpose.

Rule 4-C. Care In Removal

The Association shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket or burial case or urn incurred in making the removal.

Service Charges And Past Due Indebtedness

Rule 5-A. 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 removal, unless prior arrangements are made and approved by the Association.

Rule 5-B. Past Due Indebtedness

Arrangements for the payment of any and all indebtedness due the Association must be made before cremation, or before interment will be made in any plot.

Property Rights Of Owners

Rule 6-A. Interment Rights Of Owners

All lots, plots and burial space conveyed shall be presumed to be the sole and separate property of the person or persons named as grantee in the instrument of conveyance; provided, however, that the husband or wife shall have a vested right of interment of his or her body in any burial plot conveyed to the other, which right shall continue as long as he or she shall remain the husband or wife of the owner or shall be his or her wife or husband at the time of such owner's demise. No conveyance or other action, without the joinder therein or by written consent attached thereto, shall divest such husband or wife of such vested right of interment; provided, however, that a final decree of divorce between them shall terminate such vested right of interment unless it shall be otherwise provided by such decree of divorce. In all conveyances of two or more persons as joint tenants, each joint tenant shall have a vested right of interment of his or her remains in the plot so conveyed. Upon the death of a joint tenant, the title to the burial plot theretofore held in joint tenancy immediately vests in the survivor or survivors, subject to the vested right of interment for the remains of the deceased joint tenant owner.

A vested right of interment may be waived and shall be terminated upon the interment elsewhere of the remains of a person entitled thereto.

Rule 6-B. Plot Inalienable By Interment

When an interment is made in a plot that has been transferred by certificate of ownership to an individual owner by the Association and is held as a separate plot, it shall be indivisible; and the whole of such burial plot thereby becomes inalienable and shall be held as the family burial plot of the owner, in which one grave, niche or crypt may be used for the owner's interment, one for the interment of the surviving husband or wife, if any, of the owner who by law has a vested right of interment therein, and in those remaining, if any, the parents and/or children of such deceased owner may be interred, in the order of need, without the consent of any person claiming any interest therein. In the event there shall be no parent or child surviving such deceased person, the right of

interment therein shall go to the next heirs at law of said deceased owner as specified by the statutes of descent.

Rule 6-C. Descent Of the Right Of Interment

If no interment has been made in a plot which has been transferred by certificate of ownership to an individual owner by the Association, or if all the bodies have been lawfully removed therefrom, in the absence of the specific disposition thereof by the owners's last will and testament, the whole of said plot, except one grave, niche or crypt which must be reserved for the surviving husband or wife of the owner, shall, upon the death of said owner, descend in regular line of succession to the heirs at law of the owner.

Transfers Or Assignments

Rule 7-A. Consent Of Association

No transfer, conveyance, or assignment of any plot, or interest therein, shall be valid without the consent in writing of the Association first to be had and endorsed upon such a transfer or assignment, and thereafter being recorded on the books of the Association.

Rule 7-B. 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 record plot owner.

Rule 7-C. Transfer Charges

All transfers of ownership in plots shall be subject to a charge, which charge must be paid to the Association when the transfer is recorded. Such a charge will be determined from time to time by the Association.

SUBDIVISION OF PLOTS

Rule 8. MAY NOT SUBDIVIDE PLOTS

The subdivision of plots is not allowed, and no one shall be buried in any plot not having any interest therein, except by written consent of all parties interested in such plot and of the Association; or as provided by law, provided, however, a relative of any record owner may be buried in said plot as provided in these rules or in the laws of the state.

CONTROL OF WORK BY ASSOCIATION

Rule 9-a. WORK TO BE DONE BY ASSOCIATION

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

Rule 9-b. ASSOCIATION'S REPRESENTATIVE MUST DIRECT AND MAY REMOVE IMPROVEMENTS

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 Association's Representative; and, should they be made without his written consent, he shall have the right to remove, alter or change such improvements or alterations at the expenses of the plot owner, or, in any event, at any time, in his judgment, they become unsightly to the eye.

CHAPEL

Rule 10. ASSOCIATION'S REPRESENTATIVE TO HAVE CHARGE OF CHAPEL

All arrangements of flowers must be under the supervision and control of the Association's Representative and his/her assistants, whether such funeral be conducted by the mortuary operated in the Cemetery or by a funeral director whose funeral establishment is not within the Cemetery.

DECORATION OF PLOTS

Rule 11-a. FLORAL REGULATIONS

No flower receptacles may be placed on any plot, or in the mausoleum or columbarium, unless of approved material, size, and design, and, in the case of a burial plot, set wholly beneath the level of the lawn. Such receptacles may be purchased from and placed by the Association. The Association shall have the 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 Association's Representative, 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 were attached for funeral services held in the Cemetery. The Association shall not be liable for lost, misplaced, or broken flower vases. The Association shall not be responsible for frozen plants, or herbage of any kind, or for plantings damaged by the elements, thieves, vandals, or other causes beyond its control. The Association reserves the right to regulate the method of decorating plots 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 the Association's Representative gives his/her Consent.

Rule 11-b. CERTAIN ORNAMENTS PROHIBITED

The placing of artificial arrangements, stones/rocks, fences/borders, glass/ceramics, statues, metal objects, balloons, pinwheels, and any other decoration not consistent with the uniformity of the cemetery as determined by the sole discretion of the Association, upon plots shall not be permitted, and, if so placed, the Association reserves the right to remove the same.

Rule 11-c. URNS, ETC., SUBJECT TO APPROVAL

All fittings, adornments, urns, inscriptions, and/or arrangements of the crypts or niches shall be, and are hereby declared to be, subject to the approval and control of, and acceptance or rejection by, the Association.

Rule 11-d. NUMBER OF URNS IN NICHE

Only one memorial urn may be placed in an open-face niche, unless such niche has been purchased with the written agreement that more than one urn may be placed therein; and all remains placed in niches must be in sealed containers.

Rule 11-e. CERTAIN ORNAMENTS PROHIBITED IN MAUSOLEUM and/or COLUMBARIUM

Artificial, dyed, or preserved flowers, photographs, souvenirs, wreaths, flags, or other emblems are prohibited in the mausoleum and/or columbarium. If they are placed by individual owners, they may be removed by the Association.

Rule 11-f. FLOWERS IN PRIVATE ROOMS

When flowers are placed in private rooms, a mat must be provided to protect the floor from stains.

ROADWAYS AND REPLATING

Rule 12-a. RIGHT TO REPLAT, REGRADE, AND USE PROPERTY

The right to enlarge, reduce, replat, and/or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify and/or change the location of or remove or regrade roads, drives, and/or walks, or any part thereof, is hereby expressly reserved. The right to lay, maintain and operate, or alter or change pipe lines and/or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved, as well as is the right to use cemetery property not sold to individual owners, for cemetery purposes including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto, a perpetual right of ingress and egress over plots for the purpose of passage to and from other plots.

Rule 12-b. NO RIGHT GRANTED IN ALLEYWAYS

No easement or right of interment is granted to any owner in any adjacent 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. The Association reserves the right to construct and sell interment space and/or Mausoleum Crypts below any of the roads, drives, alleys, or walks within the Cemetery.

CONDUCT OF PERSONS WITHIN THE CEMETERY

Rule 13-a. MUST USE CARE

Persons within the Cemetery grounds shall use utmost care when walking the grounds. All individuals acknowledge the presence of uneven surfaces and potential hazards relating to gopher or damage from other animals and shall in no way hold the Association liable for any injuries sustained.

Rule 13-b. TRESPASSERS ON CEMETERY PLOTS

Only the owner and his relatives shall be permitted on the cemetery plot. Any other person thereon shall be considered as a trespasser, and the Association shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonable condition.

Rule 13-c. CHILDREN

Children under fifteen years of age shall not be permitted within the Cemetery or its buildings, unless accompanied by an adult.

Rule 13-d. FLOWERS, ETC

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

Rule 13-e. LOUNGING ON GROUNDS

Strangers shall not be permitted to sit or to lounge on any of the grounds, graves, or monuments in the cemetery or in any of the buildings.

Rule 13-f LOUD TALKING

No loud talking shall be permitted on the Cemetery grounds within hearing distance of funeral services.

Rule 13-g. SMOKING

Smoking and/or vaping within any of the buildings is prohibited.

Rule 13-h. RUBBISH

The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Receptacles for waste material are located at convenient places.

Rule 13-i. AUTOMOBILES

Automobiles shall not be driven through the grounds at a greater speed than fifteen miles per hour. Automobiles are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral.

Rule 13-j. BICYCLES AND MOTOR CYCLES

No bicycles or motorcycles shall be admitted to the Cemetery except such as may be in attendance at funerals or on business.

Rule 13-k. PEDDLING OR SOLICITING

Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of the Association, is positively prohibited within the confines of the Cemetery.

Rule 13-l. FIREARMS

No firearms shall be permitted within the Cemetery except on a special permit from the Association's Representative.

Rule 13-m. NOTICES AND ADVERTISEMENTS

No signs or notices, or advertisements of any kind shall be allowed in the Cemetery, unless placed by the Association.

Rule 13-n. DOGS

Dogs shall not be allowed on the cemetery grounds or in any of the buildings unless leashed and under the control of their human companion.

Rule 13-o. HOURS GROUNDS, MAUSOLEUM, AND OFFICE OPEN

The Cemetery grounds shall be open from 8 a.m. to 5 p.m. daily. The offices, mausoleums, and columbariums shall be open from 9 a.m. to 4 p.m. on weekdays and Saturdays and 10 a.m. to 3 p.m. on Sundays and Holidays. The Mausoleums will be closed on New Year's Day. At the discretion of the Association's Representative, any mausoleum or columbarium may be closed indefinitely and only opened privately for visitors to specific burial sites.

Rule 13-p. IMPROPRIETIES

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 Association's Representative shall have power to prevent improper assemblages.

Rule 13-q. ASSOCIATION'S REPRESENTATIVE TO ENFORCE RULES

The Association's Representative is hereby empowered to enforce all rules and regulations, and to exclude from the property of the Association any person violating the same. The Association's Representative shall have 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, weddings, traffic, employees, owners, and visitors.

FEES, GRATUITIES, AND COMMISSIONS

Rule 14. GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES

No employee shall receive any fee, gratuity, or commission, except from the Association, either directly or indirectly.

PROTECTION AGAINST LOSS

Rule 15. WHEN ASSOCIATION NOT RESPONSIBLE

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

Rule 16. OWNER MUST NOTIFY ASSOCIATION

It shall be the duty of the owner to notify the Association of any change in his/her post office address. Notice sent to a plot owner at the last address on file in the office of the Association shall be considered sufficient and proper legal notification.

ENDOWMENT AND SPECIAL CARE

Rule 17-a. ENDOWMENT CARE OF PLOTS

The term "Endowment Care," used in reference to plots, shall be held to mean the watering and cutting of the grass upon said plots at reasonable intervals, the raking and cleaning of the plots, the pruning of the shrubs and trees that may be placed by the Association; meaning and intending the general preservation of the plots, and the grounds, roadways, boundaries and structures, to the end that said grounds shall remain and be reasonably cared for as cemetery grounds forever.

Rule 17-b. ENDOWMENT CARE OF MAUSOLEUM AND/OR COLUMBARIUM

Whenever and wherever the term "Endowment care" is used in reference to the mausoleum and/or columbarium, it shall be held to mean the cleaning and sweeping of the building at reasonable intervals, the replacement of broken glass, the keeping of the roof in repair, proper provision of locks and doors to prevent the entrance of prowlers or undesirable persons.

Rule 17-c. ENDOWMENT CARE EXCEPTIONS

The term "Endowment care" shall in no case be construed as meaning the maintenance, repair or replacement of any grave-stones or monumental structures, vases or memorials placed or erected upon plots; nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work in the Cemetery or in the mausoleum and/or columbarium; nor does it mean the reconstruction of any marble, granite, bronze or concrete work on any section or plot, or any portion or portions thereof in the Cemetery, mausoleum and/or columbarium, crematory, or other buildings or structures, caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, whether the damage by direct or collateral, other than as herein provided.

Rule 17-d. INVESTMENT OF ENDOWMENT CARE FUNDS

The money received for endowment 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 company or corporation qualified to act as trustee for such funds.

Rule 17-e. EXPENDITURE LIMITED TO INCOME

Endowment care, whether applied to lots, graves, mausoleum, and/or columbarium space, or to any space within the confines of the Cemetery, shall be limited absolutely to the income received from the investment of the endowment care fund--no part of the principal being expended, anything herein stated to the contrary notwithstanding.

Rule 17-f. FUNDS MAY BE DEPOSITED WITH OTHERS OF LIKE CHARACTER

It is understood and agreed between the purchaser and this Association that all of said funds may be deposited with others of like character and intent, to the end that the income from such accumulated general fund shall be used in the general improvement and endowment care as above defined; but in no case shall their deposit be construed as a contract to care for any individual property or space, other than as above defined; and the care of the cemetery, mausoleum and/or columbarium shall be limited to the net income received from the investment of such funds.

Rule 17-g. TRUSTEES TO DIRECT EXPENDITURES

The income from the endowment care fund shall be expended by the Board of Trustees in such manner as will, in its judgment, be most advantageous to the property owners as a whole, and in accordance with the purposes and provisions of the laws of the State, applicable to the expenditure of such funds. The Board of Trustees is hereby given the full power and authority to determine upon what property, for what purpose and in what manner the income from said fund shall be expended, and it shall expend said income in such a manner as, in its sole judgment, it may deem

advisable for the care, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds, mausoleum and/or columbarium, and it may also expend said income for attorney' fees and other costs necessary to the preservation of the legal rights of the Association.

Rule 17-h. AMOUNT OF DEPOSIT FOR GROUND PLOTS

The amount of said endowment care funds to be collected from the purchasers of cemetery ground plots shall be an amount equal to or greater than the minimum amount prescribed by law.

Rule 17-i. AMOUNT OF DEPOSIT FOR MAUSOLEUM AND/OR COLUMBARIUM

The amount of endowment care for the mausoleum and/or columbarium shall be an amount equal to or greater than the minimum amount prescribed by law.

Rule 17-j. RECORD OF DEPOSITS

The record books of this Association, and the receipt issued by this Association and/or other person, company, or corporation with whom such funds have been deposited, shall show the amount of endowment care fund that has been required of the individual and set aside in each case.

Rule 17-k. SPECIAL CARE

"Special care" shall include only those specific services set forth in Special Care agreements with the owners. It may include the erection, maintenance, removal, repair or preservation of any memorial structure, the planting and part thereof, and the filling and the care of vases, special care of flower beds, at Easter, Memorial Day, Christmas, or at any other date requested, including the special care or ornamenting of any plot, lot, section or building, or any portion thereof, in said Cemetery, or any other purpose or use not inconsistent with the purpose for which such Cemetery was established or is being maintained. Special care funds may be invested with and in the same

manner as endowment care funds, and all said funds, and such care as may be provided from said funds, shall be considered for the general good of the Cemetery, and of the owners therein.

Rule 17-I. PRIVATE MEMORIALS

Before any vault, tomb, sarcophagus, private mausoleum, and/or columbarium is erected, the proprietor must deposit with the Directors of the Association a sum of money estimated by the Directors to be sufficient to yield an income for the proper care of such structure.

MAINTENANCE

Rule 18 Maintenance

The following maintenance shall be performed on all developed cemetery grounds.

- 1) Trim or mow grass and prune shrubs and trees in and around the cemetery. Grass shall be trimmed or mowed to a level where flat markers of individual graves can be seen.
- 2) Weeds shall be suppressed or removed from developed cemetery property.
- 3) A sufficient supply of water shall be provided to keep cemetery grass and plants as green as seasonally possible in accordance with natural terrain, availability of water, and local or county ordinances regarding water use.
- 4) Improvements, structures, and fences on the property shall be kept in good repair.
- 5) Cemetery roads shall be kept seasonally accessible, and surfaces that present a hazard shall be repaired.
- 6) All occupied crypts and niches shall be kept properly sealed or closed.
- 7) Graves and markers that have settled shall be refilled within 120 days of the cemetery office becoming aware of the settled condition.
- 8) Any grave marker, monument, or burial vault damaged by the negligence of the cemetery or its employees or contractors.
- 9) Trash receptacles shall be supplied by the cemetery and shall be emptied when full.
Public areas of the cemetery grounds and water features shall be kept clear of trash and debris.
- 10) A clear delineation of undeveloped cemetery property shall be provided.
- 11) The cemetery shall control vermin and insects

MEMORIALS

Rule 19-a. Memorials

Memorials installed by outside contractors shall be subject to a permit and inspection charge in the amount determined by the Board of Trustees. A charge will be made by the Association for the construction of foundations for monuments or for the setting or resetting of grave markers, plus an additional amount to be deposited in the endowment care fund, which will be determined by the Association.

Rule 19-b. SIZE OF MEMORIALS

To prevent the unsightly crowding of memorials and for the improvement of the general appearance of the cemetery, the size of any memorial should be in proportion to the size of the lot. The base must not exceed 6% of the area of a lot containing 200 square feet or less; no more than 4% of the area of a larger lot.

Maximum sizes of markers:

Graves for infants or cremated remains	8 x 16 inches
Single adult graves (for 1 or more interments)	16 x 28 inches
Two grave plots	16 x 36 inches

Rule 19-c. SIZE OF LOTS FURNISHED BY ASSOCIATION’S REPRESENTATIVE

All information in regard to the dimension and grade of lots will be furnished by the Association’s Representative.

Rule 19-d. ONE MONUMENT PERMITTED ON EACH PLOT

Only one monument may be erected on a family plot, and that must be kept in the center of the lot, except on lots of irregular shape, when the Association's Representative shall determine the location. In addition to one monument on a lot, one marker on each grave will be permitted, which shall be set flush with the ground; the dimensions permitted being not more than 16 inches in width by 28 inches in length, and not less than 3 inches nor more than 6 inches in thickness.

Rule 19-e. CERTAIN SECTIONS RESTRICTED

In some sections of Mountain View Cemetery, only memorials set flush with the lawn are permitted.

Rule 19-f. APPROVAL OF ASSOCIATION'S REPRESENTATIVE

To avoid possible misunderstanding and trouble, contractors and dealers should, before making a contract, submit the design to the Association's Representative for approval, as the work ordered may not be in conformity with the rules of the cemetery, and, therefore, not permissible.

Rule 19-g. PERMISSION MUST BE OBTAINED FROM THE OWNER

The owner's order and guarantee on the standard form, furnished by the Association for the purpose, authorizing the work to be done, with plans and design of structure, must be submitted to the Association's Representative before the foundation is constructed or the memorial tablet is delivered to the Cemetery.

Rule 19-h. MATERIALS USED

No monument, headstone, or marker, and no portion of any vault above ground, shall be constructed of anything but granite, marble, or bronze. No artificial material will be permitted.

Rule 19-i. DELIVERY OF MEMORIALS

No monumental work shall be delivered at the Cemetery until the foundation is completed and the Contractor is ready to proceed with the work of erection at once. No memorials will be received at the Cemetery on Saturday, Sunday, or Holidays, without the permission of the Association's Representative--obtained in advance.

Rule 19-j. WORKMEN UNDER THE CONTROL OF THE ASSOCIATION'S REPRESENTATIVE

Within the confines of the Cemetery, all workmen, whether stone-cutters, riggers, setters, helpers, or teamsters, are subject to the direction and control of the management. Workmen who do not regard the regulations and proprieties of the place will not in future be admitted to work in the Cemetery.

Persons engaged in erecting vaults, monuments, or other structures are prohibited from attaching ropes to trees, shrubs, or other objects without permission from the Cemetery authorities.

Workmen must not scatter material over adjoining lots or leave the same on the grounds any longer than is absolutely necessary, but must, in all cases, proceed and act in accordance with the rules of the Cemetery.

Obstructions, incidental to improvements, must be as few as possible, and there must be no unnecessary delay after work has commenced.

In order to protect lawns from injury, planks must be laid when heavy material is to be moved over them.

Workmen must suspend their labors if in the immediate vicinity of any interment until the conclusion of the service.

EXCEPTION TO RULES

Rule 20. TRUSTEES HAVE THE RIGHT TO MAKE AN EXCEPTION

The Trustees of the Pasadena Cemetery Association reserve the right to make exceptions from the foregoing rules, but such exceptions shall not be construed as a recession of any rule.