

Zion Gardens, Inc.

Chicago, Illinois

RULES and REGULATIONS

*Effective as of
10/11/2019*

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APPLICABILITY

These Rules and Regulations apply to the cemetery owned by Zion Gardens, Inc. in Chicago, Illinois, now known as Zion Gardens Cemetery and previously known as Rosemont Park which includes Mt. Mayriv and Isaiah Israel, B'nai Jehoshua Beth Elohim and B'nai Brith (collectively referred to as the "cemetery premises owned by Zion Gardens, Inc."). The application of said Rules and Regulations extends to all interment spaces in the cemetery premises owned by Zion Gardens, Inc., to all adjacent spaces used for auxiliary uses such as access space, buildings and improvements, paths and driveways, memorials and monuments, columbaria and the like. These Rules and Regulations apply whether or not specifically referenced in deeds or other instruments conveying cemetery property or interests therein. All persons and entities entering upon the cemetery premises owned by Zion Gardens, Inc. (including but not limited to owners of lots and graves, visitors, contractors, and workers) and all persons and entities whose interests are referred to herein to the extent relevant are required to comply with these Rules and Regulations, except to the extent that Zion Gardens, Inc. may otherwise explicitly permit.

PURPOSE

The purpose of these Rules and Regulations is the protection, safety, sanctity, and welfare of the cemetery premises owned by Zion Gardens, Inc., the lots and graves therein; the roads, sidewalks, and paths therein; the monuments, markers, mausoleums, columbaria, benches, vases and accouterments thereto, and of the purchasers of lots and graves, their successors and assigns, the person or entity responsible, the deceased, the relatives, families, and friends of the deceased and other visitors thereto. It is understood that Zion Gardens, Inc. is not and cannot be

a guarantor of the foregoing interests, but that these Rules and Regulations are intended to enhance the realization of said objectives to the extent practicably feasible.

GENERAL LIMITATIONS

Zion Gardens, Inc. respects the religious strictures of the organizations which founded the various cemeteries or sections which it owns now known as Zion Gardens Cemetery and applies and enforces them in good faith to the best of its ability. Such strictures include limitations on the right or entitlement to burial in the cemetery premises owned by Zion Gardens, Inc., the duties or customs with respect to the nature and timing of funeral services, the accommodations as to burial and reception of the deceased (including but not limited to such matters as whether and with what limitations metal or concrete caskets may be used, whether and with what limitations burial vaults are allowable, what kinds of decorations and ceremonies are allowable, and whether and under what conditions cremated remains may be interred).

AUTHORITY

These Rules and Regulations are adopted pursuant to and/or consistent with the statutes of the State of Illinois, the corporate power of Zion Gardens, Inc., the authority of the predecessor and/or founding organizations, and otherwise.

DEFINITIONS

“Management” means Zion Gardens, Inc.

“Zion Gardens, Inc.” means Zion Gardens, Inc. and/or all of the cemetery premises owned by Zion Gardens, Inc.

“Person or entity responsible” means the person or entity that has assumed responsibility for the maintenance of graves or lots in the cemetery premises owned by Zion Gardens, Inc.

ALTERATION AND AMENDMENT

Management reserves the right at any time and from time to time to change, alter, amend, repeal, rescind, or add to these Rules and Regulations and/or any part thereof, or to adopt new Rules or Regulations with respect to the cemetery premises owned by Zion Gardens, Inc. or any part of it, in its sole discretion, and at any time or times without notice to any person whomsoever.

CEMETERY OFFICE OF THE CEMETERY PREMISES OWNED BY ZION GARDENS, INC.

The office of the cemetery premises owned by Zion Gardens, Inc. is located at 3600 North Narragansett Avenue, Chicago, Illinois 60634 (the "Cemetery Office").

DAYS AND HOURS OF OPERATION

The cemetery premises owned by Zion Gardens, Inc. will be open and may be visited every day of the year from 9:00 AM to 3:30 P.M. (CST or CDT, as applicable), except Saturdays, weather-related emergencies, and U.S. national and designated Jewish holidays; *i.e.*, **the first day of Rosh Hashanah, Yom Kippur, the first and seventh days of Passover, the first day of Succoth, Shemini Atzeret and the first day of Shavuot.** Access to the cemetery premises owned by Zion Gardens, Inc. is normally available through selected gates unlocked during these hours. For security reasons, not all gates may be open and specific directions should be obtained from the Cemetery Office.

The Cemetery Office is normally open by appointment and during funerals as well as Sundays from April 1 through October 31 from 9:00 AM to 3:00 PM (CST or CDT, as applicable), except for the aforesaid national and designated Jewish holidays.

The hours and days of visitation may be changed by Management in its sole discretion, without notice.

RESTRICTIONS ON ENTRY AND VISITATION

Whether or not the cemetery gates are open, Zion Gardens, Inc. cannot practicably provide security and/or to any extent be responsible for safety, security or well-being of any person or property on the cemetery premises it administers. (*See also* “Additional Restrictions and Provisions” at paragraph g herein.) Whenever Management, in its sole discretion, deems it necessary or prudent for the safety and protection of the public, Management reserves the right to require all persons coming into or leaving the cemetery premises it administers to identify themselves; to stop their vehicles at the entrance; to exclude anyone or any vehicle, who, in the sole discretion of Management, adequately fails to have a valid reason for entry, or whom Management finds objectionable to enter or remain upon its cemetery premises and to deny entrance to anyone or any vehicle that might in any way damage its cemetery premises and/or roadways within the cemetery premises owned by Zion Gardens, Inc. Buses, cumbersome vehicles, and other vehicles deemed inappropriate to a cemetery are not allowed to enter the cemetery premises owned by Zion Gardens, Inc. in the absence of special authorization from Management.

DISCLAIMER OF RESPONSIBILITY FOR THEFT OR DAMAGE

Zion Gardens, Inc. is not responsible for theft or damage to any object placed upon graves or lots in the cemetery premises it owns.

DISPLAY OF PROPER RESPECT

All persons entering the cemetery premises owned by Zion Gardens, Inc., for whatever reason, shall observe proper respect for the deceased and for the burial grounds in which they are interred. Visitors are prohibited from touching any object which does not belong to them. Zion

Gardens, Inc. and its employees may take such measures as the circumstances in their opinion warrant to assure strict observance of this basic principle.

In furtherance of proper respect and propriety, the following specific guidelines shall govern the conduct of persons visiting the cemetery premises owned by Zion Gardens, Inc. and must be adhered to:

- a) Zion Gardens, Inc. reserves the right to require all persons entering the cemetery premises it owns, upon request, properly to identify themselves and state their purpose for visiting the cemetery premises.
- b) Foodstuffs, drugs, liquor and matter deemed by Management to be inappropriate are not permitted at the grave or on the grounds of the cemetery premises owned by Zion Gardens, Inc.
- c) No automobile shall be driven in the cemetery premises owned by Zion Gardens, Inc. at a speed greater than 15 m.p.h. All vehicles shall be restricted to the cemetery premises' roads and shall drive and park on the right side. Automobiles are allowed to turn around on the driveways or roadways only, and are not allowed to park or to come to a full stop in front of an open grave unless in attendance at a funeral. No undue noise shall be permitted in operating a vehicle through the cemetery premises and only licensed drivers may operate vehicles within the cemetery premises owned by Zion Gardens, Inc.
- d) Soliciting for work or any other purpose by any person (including but not limited to gardeners, monument firms, contractors, peddlers or mendicants) is prohibited. No signs, notices or advertisements of any kind shall be placed within the cemetery premises owned by Zion Gardens, Inc., unless the same are placed by Management or with its permission. Management may remove and destroy any advertising without notice and without liability.
- e) All work and other activity in the immediate vicinity of a Funeral or Dedication must cease during the time the service is being conducted.
- f) Visitors may not throw or scatter materials on the cemetery premises owned by Zion Gardens, Inc. (whether on graves or lots or other areas), including but not limited to boxes, shells, toys, glassware, sprinkling cans, receptacles, wooden or stone items, except as specifically permitted herein (*see, e.g., Care and Decorations* at subparagraph a herein).
- g) The digging of holes or removal of established grass for any purpose whatsoever, other than by employees of Zion Gardens, Inc., is strictly prohibited.

- h) The taking of photographs or the making of films on the cemetery premises owned by Zion Gardens, Inc. for commercial purposes will not be allowed without a permit from Management.
- i) Children under the age of eighteen years must be accompanied by an adult whenever on the cemetery premises owned by Zion Gardens, Inc.
- j) All persons are strictly prohibited from picking flowers; removing, breaking or injuring turf, trees or shrubs; damaging or marking any landmark, marker, or memorial; or in any way altering or marking the grounds or any property within the cemetery premises owned by Zion Gardens, Inc. not specifically belonging to them, or in any way defacing the cemetery premises.
- k) It is of the utmost importance that there should always be strict observance of the proper respect displayed by all visitors at all cemetery premises owned by Zion Gardens, Inc. Zion Gardens, Inc. shall have the power to prevent what it deems any improper assemblages or behavior by any and all visitors or call upon the authorities to remove any and all individuals who fail to display the proper respect within the confines of the cemetery premises owned by Zion Gardens, Inc.
- l) No animals may be brought onto the cemetery premises owned by Zion Gardens, Inc., except dogs on a leash and in the control of its owners. Such owners and their dogs shall remain in designated walks and roads and may not enter cemetery lots or graves or other areas. Upon walking their dogs, such owners are required to remove any and all solid waste of said dogs immediately upon the generation thereof and to carry such equipment and supplies as will enable them to do so. Guide dogs for the visually impaired and registered Medical service dogs are permitted to accompany their owners on the cemetery premises owned by Zion Gardens, Inc.
- m) Hunting, fishing and feeding of birds or other wildlife of any kind in the cemetery premises owned by Zion Gardens, Inc. is prohibited unless it is part of a special project specifically authorized by Management.
- n) No wooden, concrete, cast-iron, granite, bench or chair, of any material, nor any curbing or ledgers, nor any wooden or wire trellis, shall be permitted to be installed into the cemetery premises owned by Zion Gardens, Inc., and Management shall remove any existing bench, chair, curbing or trellis which Management, in its sole discretion, determines has become hazardous, unattractive or interferes with the operation of the cemetery premises owned by Zion Gardens, Inc.
- o) No person shall enter or leave the cemetery premises owned by Zion Gardens, Inc., except by use of the private entrances furnished by Management for the use of the public.
- p) Any person found on the cemetery premises owned by Zion Gardens, Inc. after closing hours may be considered a trespasser and may be prosecuted under the laws of the State of Illinois.

- q) Anyone smoking on the cemetery premises owned by Zion Gardens, Inc. is expected to make sure tobacco is extinguished properly. Smoking in or within a public building or within 15 feet of an entrance in public buildings is prohibited.

ADDITIONAL RESTRICTIONS AND PROVISIONS

- a) In the event trees or shrubs situated on any grave shall by reason of their roots, branches or otherwise, in the sole opinion of Management, become detrimental to adjacent graves or paths, or become unsightly, cover any monument or should become inconvenient or hazardous to visitors or employees of Zion Gardens, Inc., or if any curbing, bench, memorial, marker, mausoleum, or any other construction situated on a grave has fallen, is in a damaged condition, becomes unsightly or is, in the sole opinion of Management, in such need of repair as to cause a hazard or possible injury or danger to passengers, pedestrians or employees of Zion Gardens, Inc., then Management, at any time, shall have the right, but not the duty, to enter upon such grave or lot and to remove, repair or otherwise remedy the condition at the expense of the lot owner and/or person or entity responsible.
- b) In the event a grave, whose care has not been specifically arranged with Management, shall become overgrown, and in the sole opinion of Management, should become unsightly or detrimental and hazardous to adjacent graves, avenues or paths, Management, at any time, shall have the right to take all necessary steps to maintain the same, clearing off the weeds, overgrown ivy, shrubs or other plants and thereafter dispose of all refuse at the expense of the lot owner and/or person or entity responsible. Management is not responsible for the care of any grave for which financial arrangements have not been made with Management.
- c) Prior to invoking the Rules set forth above, except for graves overgrown with weeds, Management shall give ten (10) days' notice, by regular or certified mail, to the last known lot owner and/or person or entity responsible at his or her last known address, instructing them to rectify any of the conditions referred to above. If the lot owner and/or person or entity responsible does not comply with such notice, Management may proceed without further notice as provided in these Rules.
- d) Owners, visitors or families shall not offer or give any gratuity to Zion Gardens, Inc. employees working on the cemetery premises owned by Zion Gardens, Inc. The entire time of the persons regularly employed on the cemetery premises belongs to Management. Visitors, lot owners and/or persons or entities responsible must not otherwise engage Zion Gardens, Inc.'s employees. All communications including orders, inquiries, complaints and other messages must be made to the Cemetery Office either in person, by U.S. mail, e-mail, voice mail, recognized express services such as United Parcel Service and Federal Express, or facsimile.

- e) All persons within the cemetery premises owned by Zion Gardens, Inc. shall use only the avenues, roads, walks and paths, and shall have the right of access over the paths and walks in the area in which the grave or lot they are visiting is located. Management shall not be liable for any injuries sustained by any persons violating this Rule.
- f) Management reserves the right to correct any errors that may be made in selling, making or providing cemetery services or merchandise. Management, in its sole discretion, may correct such errors by refunding the amount of money paid on account of such purchase and such refund, when tendered, shall be in full satisfaction of all rights and claims against it. If an error is made in a transfer or conveyance, Management may substitute and convey in lieu of the original conveyance, other interment rights of equal value in a similar location, all as determined in the sole judgment of Management. In the event such error shall involve the interment of the remains of any person in such property, Management shall have the right to remove and transfer such remains to such other property of equal value in a similar location as may be substituted and conveyed in lieu thereof all as determined in the sole discretion of Management. Management shall also have the right to correct any errors that may be made by it in making interments or disinterments. Management shall further have the right to correct any errors made by an incorrect placing of any foundation or memorial or by inscribing the wrong name, design or inscription information on a memorial.
- g) Management shall take reasonable precaution to protect lot owners and/or persons or entities responsible, the property rights of lot owners and/or persons or entities responsible, and persons within the cemetery premises owned by Zion Gardens, Inc., from injury, loss or damage, but Management shall not be liable for damage or injury to any person or property in the cemetery premises owned by Zion Gardens, Inc., except for its own willful misconduct or gross negligence. Management has no responsibility for injury, loss or damage from causes beyond its reasonable control, including but not limited to damage caused by leaning on monuments, the elements, Acts of God, common enemies, thieves, vandals, strikers, lockouts, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided. Persons entering the cemetery premises owned by Zion Gardens, Inc., or buying property therein, are mere licensees and assume all risks.
- h) In the event of any damage or destruction of a lot owners property, Management, at any time thereafter, may give a ten (10) day written notice by regular or certified mail to the last known lot owner or person or entity responsible at his or her last known address, of the necessity for the replacement, repair, resetting or reconstruction of such property. In the event such lot owner or person or entity responsible fails to replace, repair, reset or reconstruct the property within the period specified in the notice, Management, at its sole discretion, may enter the lot, cause the property to be repaired, reset or reconstructed, and charge the expense for such work against such lot owner and/or person or entity responsible, but nothing set forth in this Rule shall obligate Management to render any such service. Expenses incurred by Management in rendering said services, shall be a

lien against the property and shall be paid before further services are rendered by Management.

- i) Management shall make the final determination as to the grading of a grave, and all construction erected thereon shall be in conformity with such grading.
- j) For the purpose of performing work on any lot or other part of the cemetery premises owned by Zion Gardens, Inc., including the making of interments, disinterments, excavations, repairs or improvements, for any reason, Management reserves the right temporarily to enter upon and use adjoining areas, including lots or graves, to receive such machinery and materials as may be required to perform all the necessary work. Management shall restore such area as quickly as possible.
- k) Management reserves the right to change the boundaries or grading of the cemetery premises owned by Zion Gardens, Inc., including the right to modify, relocate, re-grade or eliminate roads, drives and/or walks. Management also reserves easements and rights of way under, through and over the cemetery grounds and each and every part thereof for the purpose of having a perpetual right of ingress and egress over any all lots in the cemetery premises owned by Zion Gardens, Inc. for the purpose of passage and re-passage to and from other lots and other parts of the cemetery premises owned by Zion Gardens, Inc.
- l) No memorial, tree, plant, object or embellishment shall be altered or removed from a lot, grave or crypt except by Management which may do so for whatever reason including the necessity for making an interment on said or adjoining lot, grave or crypt or unless consent is given in writing by Management.
- m) All charges assessed by Management must be prepaid. No interment or disinterment will be permitted and no memorial or embellishment will be placed upon any lot, grave, crypt or niche against which there are any unpaid charges due to Management. A list of Zion Gardens, Inc.'s charges will be maintained at its Cemetery Office. Management retains the right to change its charges from time to time, without notice.
- n) Violators of these Rules and Regulations or trespassers on the cemetery premises owned by Zion Gardens, Inc. may be ejected from the cemetery premises and prosecuted and held liable under the law for any damage done by them. Anyone who persistently violates these Rules and Regulations may be excluded from the cemetery premises.
- o) Under no circumstances shall Zion Gardens, Inc., its officers, agents or servants be in any way held liable or responsible for collateral damage of any kind.

INTERMENT RIGHTS AND CHARACTERISTICS

In accordance with Illinois law, all sales of graves and lots in the cemetery premises owned by Zion Gardens, Inc., whether by Zion Gardens, Inc. or a predecessor organization, constitute an interest in property known as an easement or right of sepulcher, providing the grantee or grantees of the deed or other instrument of conveyance solely with the right to inter human remains (and auxiliary uses such as the erection of monuments where permitted). Accordingly, all rights of interment in the cemetery premises owned by Zion Gardens, Inc. are conveyed and are subject to:

- a) All applicable laws and governmental regulations;
- b) The franchise, charter, certificate of regulations adopted or subsequently adopted or amended by Zion Gardens, Inc. or other grantor or organizations having sections in the cemetery premises owned by Zion Gardens, Inc.;
- c) Is consistent with and does not offend, in the opinion of Management, the requirements, laws, customs and traditions of Jewish incorporation applying to the cemetery premises owned by Zion Gardens, Inc. or particular section thereof in question;
- d) Zion Gardens, Inc. respects the religious strictures of the organizations which founded the various cemeteries or sections which it owns now known as Zion Gardens Cemetery and applies and enforces them in good faith to the best of its ability. Such strictures include limitations on the right or entitlement to burial in the cemetery premises owned by Zion Gardens, Inc., the duties or customs with respect to the nature and timing of funeral services, the accommodations as to burial and reception of the deceased (including such matters as whether metal or concrete caskets may be used, whether burial vaults are allowable, whether cremated remains may be interred and under what restrictions, and what kinds of decorations and ceremonies are allowable). In case of doubt, Zion Gardens, Inc. may consult a rabbi or spiritual leader of its choice of the denomination that founded or organized the given cemetery (such as Orthodox, Reform, Hasidic, Reconstructionist, Conservative) and may accept the determination of such rabbi or spiritual leader as definitive. In the case of cemeteries or sections founded by non-religious Jewish organizations, Zion Gardens, Inc. will follow the traditions and practices of such organizations as, in cases of doubt, it is informed by said organizations or as it understands them.

INTERMENTS

- a) No interment shall take place in the cemetery premises owned by Zion Gardens, Inc. until Management has received all necessary state and local permits and Zion Gardens, Inc.'s Interment Authorization Form has been executed by the person or persons legally empowered to authorize an interment on a specific lot. The Interment Authorization Form shall designate the location of the lot and exact grave space to be used. Management shall be entitled to rely on the accuracy of the information set forth in such Interment Authorization Form, and shall not be liable for any error therein contained, nor be liable for an error respecting the identity of the person whose remains are to be interred. When instructions from the lot owner, and/or person or entity responsible, regarding the location of the interment space location cannot be obtained or are indefinite, or when for any reason the interment space specified cannot be opened, Management, in its sole discretion, may inter the remains in such location as Management deems proper so as not to delay the funeral. Zion Gardens, Inc. shall have no liability for any claim in damages of any nature or cause of action for any error made in the location of the interment space.

- b) Orders for interment, at the option of Management, may be received by telephone, fax, e-mail or other electronic communication but in the absence of a statutory affidavit on file in the Cemetery Office, an Interment Authorization Form furnished by Management must be signed by the lot owners, their assigns on record or other legally authorized representatives and also by the person or entity responsible to the deceased to be interred. Management must physically receive the authorization prior to the time of the interment. A facsimile copy or copy sent via other electronic or physical means shall constitute receipt. Zion Gardens, Inc. shall not be responsible for any error that may be made in accepting a telephoned interment order. Management, at its discretion, may require the lot owners to make all interment arrangements at its Cemetery Office. Management shall have the right to request those selecting a grave or arranging for an interment to come to its principal office in ample time to complete funeral arrangements. If a funeral director or other agent is representing the family or lot owner, the arrangements made by the agent with Management are binding on said lot owner or family.

- c) Orders for interment should be placed with Management as soon after the death of the deceased as possible, but in no event less than 24 hours prior to the interment, unless, in the sole opinion of Management, a valid religious requirement is applicable. The following information must be furnished:
 - (i) Name, age, date and time of death of the deceased;
 - (ii) Cemetery section, lot, block number and specific grave number;
 - (iii) Name of owner of interment space;
 - (iv) Name of funeral director;
 - (v) Exact size of outer burial container;
 - (vi) Date of interment and time of arrival at the cemetery premises owned by Zion Gardens, Inc.;
 - (vii) Name and address of the person or entity responsible; and

- (viii) All other information specified on Zion Gardens, Inc.'s standard Interment Authorization Form; together with the completed Standard Affidavit for Cemetery Interment Rights Use, if applicable.
- d) Management may refuse to make an interment until the following day, if the interment will take place at the cemetery premises owned by Zion Gardens, Inc. after 3:30 p.m. (CST), or if in the opinion of Management the interment is impractical or beyond its means due to unusual scheduling problems or inclement weather conditions. Zion Gardens, Inc. shall not be liable for any delay in an interment due to the failure of any third party to comply with these Rules and Regulations, inclement weather, strikes, unforeseen underground obstructions, the filing of a protest, or other circumstances beyond its control.
- e) The interment of a deceased person requires many ongoing checks and balances to best insure that no mistakes occur during this important procedure. These checks and balances are performed by both Zion Gardens, Inc.'s administrative staff and its Field Staff before, during and after an interment is made. The actual opening and closing of a grave is actually only a small part of this fee. The fee also provides for many immediate and future services that are requested and expected by lot holders in cemeteries premises owned by Zion Gardens, Inc.
- f) All funerals upon reaching the cemetery premises owned by Zion Gardens, Inc. shall be under the supervision of Zion Gardens, Inc.'s personnel. Management shall have the right to refuse to proceed with the interment unless a duly licensed funeral director accompanies the funeral. Before the interment may proceed, such funeral director must register with Zion Gardens, Inc.'s personnel at graveside and deliver all necessary permits and authorizations.
- g) All services in the cemetery premises owned by Zion Gardens, Inc. must be officiated by Jewish clergy, Jewish family, Jewish friends, or persons acceptable to the immediate family of the deceased, as determined by Management in good faith.
- h) Management reserves the right to refuse permission to open a casket after the casket has been brought into the cemetery premises owned by Zion Gardens, Inc. Management reserves the right to have the casket opened by a duly licensed funeral director for health or other appropriate reasons. No casket shall be opened without the permission of the responsible person or entity.
- i) The use of a permanent outer burial container of sufficient strength and durability is required for all burials as a protection against future grave settling. If the grave space is inadequate for said container, a concrete cover may be substituted. All outer burial containers must be constructed of concrete or of other composition approved by Management. Wood boxes are not permitted. Management shall approve the size of outer burial containers before they are ordered.

- j) A maximum of two full body interments or one full body and up to three cremated remains may be allowed together (“stacking”). Interment of cremated remains is subject to written approval by Management prior to interment. Cremated remains must be placed in a Cremation vault, an outer container or a universal container (collectively referred to as “container”). The container will be placed in a location within the grave space as determined by Management. The scattering of cremated remains over the cemetery premises owned by Zion Gardens, Inc. or over a specific lot is not permitted and if done shall be removed by Management without any liability. Cremated remains cannot be buried in the cemetery premises owned by Zion Gardens, Inc. without a County registered burial permit which must first be filed in the Cemetery Office. All burial of cremated remains will be conducted by Zion Gardens, Inc.’s personnel after normal interment arrangements are made with the Cemetery Office and all cemetery charges paid. Approvals for any stacking or cremated burials as defined herein is subject to written approval by Management prior to the first burial.

- k) If, in order to open a grave or to make an interment or disinterment, Management may at any time deem it necessary to remove existing hedges, shrubs, posts, bars, corner markers, entrance sills, enclosures or parts of enclosures, Management may remove and dispose of the same without any liability and without responsibility for replacement or cost of replacement. If memorials or other obstructions are moved in order to make the interment or to prevent them from being damaged, they shall be replaced within a reasonable time after the interment by the party ordering and/or responsible for the interment.

CARE AND DECORATIONS

- a) The entrance to every lot in the cemetery premises owned by Zion Gardens, Inc. must at all times remain unobstructed. No entrance sills, curbs, or enclosures of any kind, including, without limitation, beds of stone, concrete, metal or plastic, or any hedges, shrubs, posts, bars, chains, curbs, ledgers, rails, or benches shall be permitted on graves or lots in the cemetery premises owned by Zion Gardens, Inc. Installations existing prior to the adoption of this Rule may continue provided that they are maintained in good condition. Upon deterioration or removal, they may not be replaced. Management recognizes the Jewish custom of family members and friends of the deceased placing stones and pebbles upon graves and markers. Management reserves the right upon its discretion during the year to periodically clean off these graves for regular maintenance and/or safety purposes. No artificial grass may be used to decorate graves or plots. No glass jars, bottles, tin cans, crockery or earthenware pots are permitted.

- b) All grave lots in the cemetery premises owned by Zion Gardens, Inc. shall be Level Sodded only. No lot shall be raised above the established grade. Any lot exceeding raised grade will be lowered. Grave mounds are not permitted in the cemetery premises owned by Zion Gardens, Inc.

- c) All vase units shall be and will be turned down into the ground when not in use and during the non-growing season. Management assumes no responsibility for this turning or for the vase units.
- d) No plantings or decorations will be permitted in the cemetery premises owned by Zion Gardens, Inc., other than those permitted by Zion Gardens, Inc. by these Regulations. Management shall have the right to refuse any care and/or planting orders.
- e) The planting, weeding, and care of flowers and plants will be the sole responsibility of the lot owner and/or person or entity responsible. Management shall not be responsible for the care of any flowers and plants unless their care is arranged with Management. If in Management's judgment, flowers, plants or other decorations have become unsightly, neglected or not appropriate, they may be removed, without notice. Artificial, life-like poly-silk plants are permitted as grave decorations providing they are appropriate and natural for the season and they do not interfere with regular grass cutting and trimming. Only one bouquet per grave is allowed at one time. Grave decorations are removed in early spring, end of summer, and late fall as part of general cemetery maintenance.
- f) The planting of any shrub or tree must be approved for type and placement by Management and planted by Zion Gardens, Inc.'s personnel within a designated area and arrangements must be made with Management for its maintenance. If at any time shrubs become overgrown, unsightly or infringe upon other graves, lots or the ability to provide necessary cemetery maintenance, Management may remove or trim them, without notice.
- g) Grave blankets of evergreen boughs shall not be permitted on any occupied or unoccupied grave, lot or area of the cemetery premises owned by Zion Gardens, Inc.
- h) Any planting, decoration or other object placed on or above a grave or lot shall be removed, without notice, when in the sole judgment of Management such action is warranted and is in the best interest of the cemetery premises owned by Zion Gardens, Inc.
- i) No aspect of these Rules and Regulations shall be deemed to prohibit the care of a grave by the lot owner and/or other person or entity responsible. Owners, families, or others entitled to do so themselves performing work are required to remove rubbish or other material remaining on the cemetery premises owned by Zion Gardens, Inc. after completion of any work they perform. Upon their failure to do so, Management may remove such rubbish or other material at the expense of those doing so or authorizing them to do so.
- j) One general category of care is offered by Zion Gardens, Inc.: Preservation Care, by which the person or entity responsible deposits an amount to be placed permanently in an endowed care fund and the income from which is used to defray the expense of care of a grave, lot or appurtenant structure.

OUTSIDE CONTRACTORS

- a) Outside contractors may be employed only upon prior written approval by Zion Gardens, Inc. Zion Gardens, Inc. employees shall perform all labor and use Zion Garden, Inc.-owned equipment for: interments, disinterments, entombments, and inurnments; excavations and/or removal of foundations for memorials; installation, maintenance and repair of all memorials and their foundations; construction of walks and curbs; maintenance and decorations of all graves, grounds, lawns and trees; and maintenance of all buildings, walkways, fences and other cemetery property. Employees of Zion Gardens, Inc., exclusively, shall perform such work at the expense of the lot owner and/or person or entity responsible, who shall pay for such work in advance. Any other work not covered by the requirement for Zion Gardens, Inc. employees to perform the labor and use Zion Gardens, Inc.-owned equipment and/or should Zion Gardens, Inc. decline to perform the work, must be done in compliance with all applicable requirements of these Rules and Regulations.
- b) Following express written approval from Zion Gardens, Inc., for an outside contractor to perform work, all outside contractors employed by lot owners and/or persons or entities responsible to work upon their lots in any capacity must give written notice to Management. The notice shall state the kind and style of work to be performed, shall include detailed plans and specifications, and shall be accompanied by a written permit signed by the lot owner and/or persons or entities responsible and a **CERTIFICATE OF INSURANCE**. The contractor shall purchase and maintain this insurance during the work coverage. This policy and its specification must be acceptable to Management.
- c) All outside contractors shall secure an authorization from Management prior to initiating or beginning any type of service or work in the cemetery premises owned by Zion Gardens, Inc. that is not required to be done by the employees of Zion Gardens, Inc. Management shall issue this permit within three working days of an outside contractor's compliance with all requirements in these Rules and Regulations.
- d) No materials may be brought or delivered into the cemetery premises owned by Zion Gardens, Inc. until a written permit is obtained from Management stating the kind and style of work to be done.
- e) All outside contractors performing work in the cemetery premises owned by Zion Gardens, Inc. shall present and file at the Cemetery Office of Zion Gardens, Inc. a surety bond from a responsible insurance company authorized to do business in the State of Illinois, in an amount to be determined by Management and requiring at least ten (10) days' notice of cancellation to Management and guaranteeing to indemnify Zion Gardens, Inc. and the person or entity responsible for any damage caused to any lot or grave or to the property of the cemetery premises owned by Zion Gardens, Inc. In addition to the foregoing, all outside contractors shall file adequate certificates issued by responsible insurance companies authorized to transact business in the State of Illinois evidencing insurance coverage for public liability, property damage and Workmen's Compensation insurance in an amount determined by Management and naming Zion Gardens, Inc. as

insured therein. Information on current requirements can be obtained at the Cemetery Office of Zion Gardens, Inc.

- f) All fees owed to Zion Gardens, Inc. must be paid at the time application is made for a permit. These fees include all immediate care and future care charges and charges imposed under the authority of these Rules and Regulations.
- g) All work performed in the cemetery premises owned by Zion Gardens, Inc. by outside contractors shall be in accordance with the standards and specifications for such or similar work as established by Management for its own employees. These specifications and standards are available at the Cemetery Office of Zion Gardens, Inc. and Zion Gardens, Inc. reserves the right to change those standards and specifications at any time without notice. All work performed by outside contractors in the cemetery premises owned by Zion Gardens, Inc. shall be supervised by Management to assure compliance with these standards and specifications. A reasonable supervision fee shall be paid by the outside contractors to Management for such supervision and all work is subject to a final inspection by Management. A contractor that does not comply with these requirements will not be allowed to perform additional work in the cemetery premises owned by Zion Gardens, Inc.
- h) No outside contractor will be permitted to work in the cemetery premises owned by Zion Gardens, Inc. without the written permission of Management on Saturdays, Sundays, Jewish Holidays, Legal Holidays, or before 8:00 a.m. (CST) on weekdays, and all workmen must leave the cemetery premises owned by Zion Gardens, Inc. no later than 4:00 p.m. (CST). Monument dealers and setters will not be permitted to set or do any monument work after 4:00 p.m. (CST) on Monday through Friday, or all day Saturday and Sunday without permission from Management.
- i) Management shall have no liability whatsoever to anyone by reason of its granting approval to any outside contractor to perform work in the cemetery premises owned by Zion Gardens, Inc. If in the opinion of Management any work done or material furnished shall be improper, Management may reject the same; and if the work has already been done or the material has been delivered, Management may remove the work done and the material, or if in Management's opinion the work done or the material may be put in proper order, Management, at its discretion, may put the work done or the material in proper order at the expense of the outside contractor. Management may fix and collect from an outside contractor a reasonable charge for the use of the cemetery premises roads and facilities.
- j) If in the opinion of Management it is necessary to make a survey before a contractor performs work or furnishes material, Management may make such a survey and may fix and collect from the contractor a reasonable charge therefore. Management must lay out all corner stakes and determine the grade of all lots.
- k) Management may complete or remove any work that is left in an improper or unfinished state at the expense of the person or entity responsible.

- l) No motorized equipment shall be driven or taken off of the roads of the cemetery premises owned by Zion Gardens, Inc. without the specific consent of Management.
- m) If when making improvements some degree of obstruction to roads, avenues and paths becomes necessary, prior approval by Management must be obtained, and the obstruction must be as minimal as possible. No unnecessary delay will be permitted after work has commenced and the obstruction shall be cleared as is reasonably possible.
- n) Where heavy material is to be moved or heavy equipment utilized, planks must be laid on the area affected to protect it from damage.
- o) No setting of monuments in the cemetery premises owned by Zion Gardens, Inc. will be permitted during inclement weather, such conditions to be determined at the sole and absolute discretion of Zion Gardens, Inc.'s superintendent or his assistant or designee.

DISINTERMENTS

- a) Any person desiring to disinter a body from a grave in the cemetery premises owned by Zion Gardens, Inc. must comply with the laws of the State of Illinois by completing the State of Illinois application for "Disinterment – Reinterment Permit(s)."
- b) No disinterment will be permitted without the proper state and local permits, the consent of Management, and all the persons whose consent may be necessary or advisable under the laws of the State of Illinois. Management in its sole and absolute discretion, may require a person requesting disinterment to furnish such proofs, guaranties, indemnities and other prerequisite as Management may in its sole discretion require. In its sole and absolute discretion, Management may also require the person requesting the disinterment to obtain an order from a court located in Cook County, Illinois having jurisdiction of the subject matter and the parties authorizing same.
- c) In the absence of gross negligence or reckless conduct, Zion Gardens, Inc. is not liable for unauthorized disinterment when Management acts upon the authority of a person having a facially reasonable right to authorize same, nor shall Zion Gardens, Inc. be liable for any damage to any casket, outer burial container or urn lost or damaged by a disinterment. In its sole discretion, Management may require a person requesting disinterment to secure Management by executing an agreement in a form satisfactory to Management to indemnify Zion Gardens, Inc. for any loss, damages or liability it suffers by reason of the disinterment, and/or to furnish bond or other security satisfactory to Management.
- d) To the extent required by law, Management will require a licensed funeral director for disinterments.
- e) All charges to be incurred in conjunction with a disinterment, including any unpaid arrears pertaining to the lot, shall be paid in full before a disinterment shall be permitted.

- f) Management, at its sole discretion, shall determine the date of the disinterment.
- g) Disinterment does not affect the ownership of the grave or lot from which made, and the rights and obligations of Management vis-à-vis the owners remain in place unless and until modified or cancelled by the parties in writing.
- h) If no outer burial container was used for the original interment, an outer burial container must be furnished for the new space. If there is an outer burial container, and it is removable, the charge for removing it to a new location must be paid in advance.
- i) The removal shall be made at the convenience of Management with consideration to inclement weather predictions, interment schedules and Management work schedules. Management may require that all persons attending an interment or disinterment remain at a safe and respectful distance as determined by Management from the interment space during the interment or disinterment.

MEMORIALS

- a) No memorial shall be erected or placed on the cemetery premises owned by Zion Gardens, Inc. unless first approved by Management. All memorials shall be made of first grade granite and placed on a concrete foundation constructed by Management. The consent of the lot owner and/or the person or entity responsible and/or the person who authorized the interment shall be required for the placing of any memorial, but Management shall incur no liability for failure to receive such consent.
 - (i) Specifications regarding the kind, design, symbolism, craftsmanship, quality, materials, size and type of memorials permitted in the various sections of the cemetery premises owned by Zion Gardens, Inc. are set forth in a separate document maintained by Management at its Cemetery Office, and are hereby incorporated by reference into these Rules and Regulations. These specifications may be obtained at Zion Gardens, Inc.'s Cemetery Office and may be amended by Zion Gardens, Inc. in its sole discretion at any time without notice.
- b) Management reserves the right at all times to regulate the kind, design, size, symbols, crafting, quality and materials of all memorials or inscriptions placed in the cemetery premises owned by Zion Gardens, Inc. Before ordering any memorial, all lot owners and/or person or entity responsible, shall submit to Management for approval a Foundation Application Order Form signed by the lot owner and/or person or entity responsible and the monument dealer, along with organizational permits, if required, and any warranties and guarantees as to replacement. Management assumes no responsibility for the correct placement of a memorial unless Management has received a completed Foundation Application Order Form. The Foundation Application Order Form is available at Zion Gardens, Inc.'s Cemetery Office and shall specify:

- (i) The exact location for the placing of the memorial;
 - (ii) The design, shape and type of memorial;
 - (iii) The type of granite;
 - (iv) The location and details of the inscription;
 - (v) The name and address of monument dealer and person ordering the memorial;
 - (vi) Any warranties or guarantees, if required; and
 - (vii) Special instructions regarding any unique features, size, shape, special location or any deviation from normal and standard procedures.
- c) Upon receipt of the completed Foundation Application Order Form, together with any required organizational permit, and payment for any foundation work to be done, Management shall process the application and return a copy of the Foundation Application Order Form within five (5) working days, indicating whether or not it has been approved. Memorials should not be ordered from the manufacturer before the receipt of an approved acknowledgment from Management.
- d) Weather permitting, Management will normally pour all foundations within three (3) weeks of issuing an acknowledgement approving a Foundation Application Order Form, the receipt of any required organization permit and the receipt of payment for the foundation work, except from April 15th through June 1st and the 10 (10) days between Rosh Hashanah and Yom Kippur, when other work priorities require five (5) weeks' notice. If a memorial needs to be set temporarily before the foundation is installed due to lack of adequate notice to Management, extra setting charges must be paid in advance.
- e) Management shall determine the charges for excavating and building foundations, and for the installation, structural maintenance, and care of all memorials, as so required. The charges shall be posted at Zion Gardens, Inc.'s Cemetery Office, and will be subject to change without notice. The above charges will be assessed on all memorials requiring such structural maintenance that are placed in the cemetery premises owned by Zion Gardens, Inc., regardless of whether the memorial has been purchased from Management or from an outside source. Management shall pay the portion of the charge that is paid for specific monument structural maintenance into Zion Gardens, Inc.'s preservation care trust fund. No such memorial requiring structural maintenance to be may be installed until the charges due to Management for its installation and structural maintenance have been paid in full.
- f) Many existing bevel/hickey markers were intentionally set below grade level. A new bevel/hickey marker will be installed to match and conform to the level of existing markers on the lot, unless Management is notified to the contrary. However, existing bevel markers can be raised to standard grade level at a cost to the lot owner and/or person or entity responsible, if desired, and the new marker can then be set at standard grade level.
- g) All memorials must first be delivered for inspection and approval, during regular business hours, to Zion Gardens, Inc.'s Cemetery Office at 3600 North Narragansett Avenue, at least one week before a dedication ceremony. Management reserves the right to reject any memorials that do not comply with Management's specifications. Zion Gardens, Inc.'s personnel will direct the driver to the designated drop off area. If the memorial is delivered

during the week immediately preceding the dedication, a special additional late setting charge will be assessed.

- h) Management assumes no responsibility for the correctness of inscriptions or other specifications.
- i) All excavation, construction, straightening and repairing of foundations, all installation of memorials, and all maintenance of memorials, including their straightening, securing and repairing, shall be performed by Zion Gardens, Inc.'s personnel. All proposed cleaning of memorials is subject to inspection and approval from Zion Gardens, Inc., and will be at the discretion of Zion Gardens, Inc.
- j) Subject to the provisions of paragraph k and l below, all memorials shall be installed, or their installation supervised, by Zion Gardens, Inc.'s employees, at the cost of the lot owner and/or person or entity responsible. Management shall assume responsibility for the proper installation of such memorial, but Management shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by Management.
- k) All single piece memorials (i.e. flush, hickey/bevel, and slants, either singles or companions) headstones on a base and companion headstones on a base must be set by Zion Gardens, Inc.'s employees. Flush memorials must be set on required countersunk foundations.
- l) All single monuments on a base, companion monuments on a base and family monuments on a base must be set by the monument dealer, manufacturer or a sub-contractor. Zion Gardens, Inc.'s personnel must be present to supervise the setting. Because of specific conditions needed for epoxy solidification, these monuments will not be installed when the outdoor temperature is below 55 degrees.
- m) No monument dealer, manufacturer, or sub-contractor shall remove any memorial unless the lot owner and/or person or entity responsible has first given written permission and authorization to Management, and a Zion Gardens, Inc. employee is present at the removal.
- n) Should any memorial become unsightly, dilapidated or a menace to visitors, or fail to comply with these Rules and Regulations, Management shall have the right, at its discretion, to either correct the condition or remove and discard the memorial at the expense of the lot owner and/or person or entity responsible.
- o) Management reserves the right to correct any error that may be made by its employees or outside contractors in the location or placing of a memorial in the cemetery premises owned by Zion Gardens, Inc.
- p) If any memorial or any inscription shall be determined by Management, in its sole discretion, to be offensive or inappropriate, Management shall have the right, to enter upon such lot and remove, change or correct the offensive or inappropriate memorial or picture at the expense of the lot owner and/or person or entity responsible.

- q) Only granite or Bronze shall be permitted for new memorial installation.
- r) Unless otherwise recorded in the records of Management, the name or inscription on each memorial must correspond with the name and record in Zion Gardens, Inc.'s Cemetery Office, and no change shall be made in such records except with the permission of Management.
- s) A grave or lot must be paid for in full before a memorial can be installed thereon.
- t) Management will not approve any orders for government markers until a Foundation Order Form has been signed and the foundation charges paid by the lot owner and/or person or entity responsible of the deceased veteran. Management will only accept 24" x 12" LAWN LEVEL GRANITE Government Issue Veteran Markers. Installations existing prior to the adoption of this Rule may continue provided that they are maintained in good condition. Upon deterioration or removal, replacements shall comply with these Regulations.
- u) By reason of the fact that the cemetery premises owned by Zion Gardens, Inc. are traditional Jewish cemeteries, no emblems, designs, carvings or shapes of any other religions may be displayed or incorporated into any memorial on said cemetery premises.
- v) Management has the right to place a sticker indicating the type of care to be delivered on a specific grave. If needed Management also has the right to place a "Contact Us" sticker asking family/person or entity responsible to contact Management. In some cases a "Danger/Warning" sticker indicating visitors to keep away from the marker due to the instability and danger of the marker falling may be placed on the marker/memorial. A Row or Section number may also be placed on a monument/memorial depending on the location of the grave within the cemetery premises owned by Zion Gardens, Inc. This will be done at the discretion of Management and the sticker(s) can only be removed or changed as directed by Management.

MAUSOLEUMS & OUTDOOR CRYPTS

- a) All entombments and inurnments shall be performed by Zion Gardens, Inc.'s employees.
- b) All crypt and niche fronts will contain the name of the deceased.
- c) No receptacles or vases for flowers, flags or ornamentation of any type will be permitted on any crypt or niche face.
- d) Management reserves the right to perform any entombments or inurnments in private, as Management in its judgment and discretion deems appropriate, necessary and practicable.
- e) Management shall be advised by the owner and/or person or entity responsible authorizing the entombment of all entombments before a casket is purchased, so that Management can measure the dimensions of the crypt and inform the owner and/or

person or entity responsible authorizing the entombment of the maximum casket dimensions to ensure that the casket purchased will fit into the crypt.

- f) Management may promulgate and make available at its Cemetery Office general rules for owners and visitors to a mausoleum including, but not being limited to, hours of visitation and general conduct.
- g) The purchasers of all entombment and inurnment rights shall purchase endowed care in the amount deemed adequate by Management. The endowed care payment for the maintenance of the Mausoleum and its lot area shall be paid to Zion Gardens, Inc. to be deposited into its preservation care trust.

MODIFICATIONS, AMENDMENTS
&
MISCELLANEOUS PROVISIONS

- a) Because of continuing changes in customs, practices, products and economic conditions, Management hereby expressly reserves the right at any time or times, with or without notice to owners, to adopt new rules and regulations, or to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these Rules and Regulations.
- b) A copy of the current Rules and Regulations and price list will be available for inspection at Zion Gardens, Inc.'s Cemetery Office during regular office hours. Information pamphlets regarding specific sections of these Rules and Regulations pertaining to memorials and grave decorations shall also be available to the general public.
- c) Special cases may arise in which the literal enforcement of a specific provision may impose unnecessary hardship. Management therefore reserves the right, without notice, to make exceptions or modifications to any of these Rules and Regulations when in Management's sole judgment such exception or modification appears advisable, and such exceptions or modifications shall in no way be construed as affecting the general application of this document.
- d) If any section, subsection, paragraph, clause or provision of these Rules and Regulations shall be adjudged invalid, such adjudication shall apply only to the provision so adjudged, and the remainder of these Rules and Regulations shall remain valid and effective.
- e) The files, papers, documents, reports, ledgers, maps, lot cards, correspondence, written records and all computerized and microfilmed records are the exclusive property of Zion Gardens, Inc. Only Zion Gardens, Inc.'s employees have access to these permanent documents and the information contained therein is for the exclusive use of Management and shall be disclosed as Management deems appropriate. Record requests may be subject to an administrative fee, which may be charged from time to time.

- f) Management shall have the right to fix a charge and time for each interment, disinterment, removal, lot transfer, and for the performance of any and all services rendered by Management and all work in connection with such service shall be subject to the determination and supervision of Management.
- g) Any indebtedness due for work performed on a lot or grave must be paid before an interment in the lot may be made or any memorial may be erected.

Zion Gardens Inc.

3600 N. Narragansett Ave. Chicago, IL 60634

Phone (773) 736-2553 Fax (773) 777-1847

2020 MEMORIAL REGULATIONS

Effective Date 8/1/2020

All memorials are to conform to our memorial regulations which are designed to encourage personalized, traditional memorialization and at the same time minimize maintenance issues and maximize cemetery beautification. Lot owners should not purchase any memorial before checking whether or not it complies with our current memorial regulations.

Please make sure foundation application specifications correctly describe the memorial being made and delivered. Incomplete and/or improper applications shall be returned. Zion Gardens Inc. shall inspect all delivered memorials. If noted upon inspection the delivered memorial differs from the specifications on the approved foundation application, it must be accepted by Zion Gardens Inc. and the family.

A) Installation and Maintenance

1) Installation and maintenance of memorials and their foundations shall be performed exclusively by Zion Gardens Inc. employees. All memorial leveling, straightening, securing and foundation repairs must be performed exclusively by our Zion Gardens Inc. employees.

2) Zion Gardens Inc. takes reasonable precaution to protect the grave owners from loss or damage; but Zion Gardens Inc. distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, acts of God, a common enemy, thieves, vandals, strikers, malicious mischief makers, riots, looters, or orders of any military or civil authority, whether the damage be direct or collateral (other than as herein provided).

3) Whenever there is a specific location on a particular grave where a foundation must be poured or if there is a deviation from standard procedure, the memorial dealer must inform the Zion Gardens Inc. (in writing) of such request. The column on the foundation order form labeled "Special Instructions" may be used for this purpose. Zion Gardens Inc. assumes no responsibility for accuracy in placement location of a foundation without this written information.

4) All single piece memorials (i.e. flush, hickey, bevel, slant and companion), headstone on base and companion headstone on base must be set by our Zion Gardens Inc. employees. Flush memorials require countersunk foundations.

5) Every upright memorial on a base, companion upright memorial on a base and family memorial on a base shall be set by the memorial dealer, the manufacturer or a sub-contractor. **Zion Gardens Inc. personnel must be present when setting. Due to specific conditions needed for epoxy solidification, said memorials will not be accepted when the outdoor temperature is below 55 degrees.**

6) All memorial deliveries must be made at least 1 week in advance of the dedication service. Deliveries first to be inspected and approved at 1700 S. Harlem Ave North Riverside, IL 60546, upon approval during regular business hours. Office personnel will direct the driver to our designated Drop Off Area. If a memorial is delivered during the week before the dedication, the memorial will be set provided the special “quick set” service fee (outlined on our general price list) paid and the foundation has been poured. The special quick set service fee will include the veiling of the stone. Memorial deliveries will be accepted on Tuesdays, Wednesdays and/or Thursdays. We do not accept deliveries on National or Jewish Holidays. Winter month deliveries shall be accepted weather permitting.

7) Zion Gardens Inc. shall have authority to reject any plan or design for any memorial which, account of size, design, inscription, or quality of granite is unsuited to the lot on which it is to be placed. Since properties administered by Zion Gardens Inc. are traditional Jewish cemeteries, no emblems, designs, carvings, or shapes of any other religions may be displayed or incorporated into any memorial on said cemeteries.

8) Zion Gardens Inc. reserves the right to stop all work of any nature, whenever, in Zion Gardens Inc. opinion, property preparations therefore have not been made; or when tools and machinery are insufficient or defective; or when work is being executed in such a manner as to threaten life or property; or when the memorial dealer has been guilty of misrepresentation; or when any reasonable request on the part of Zion Gardens Inc. is disregarded; or when work is not being executed according to specifications.

9) The completed work is subject to the approval of Zion Gardens Inc. and, if unsatisfactory, may be removed. Memorial Dealers name shall not appear on any memorial.

10) Zion Gardens Inc. shall in no way be liable for any delay in the fulfillment of any contract or obligation, including, but not limited to maintenance, memorial care, or construction, which may arise from causes beyond Zion Gardens Inc. control and especially from delays caused by the elements, acts of God, common enemy, thieves, vandals, looters, strikes, malicious mischief, unavoidable accidents, invasions, insurrections, riots, pandemics, or order of any military or civil authority.

11) No Memorial Shall be erected or placed on the cemetery premises administered by Zion Gardens Inc. unless first approved by Zion Gardens Inc. All memorials shall be made of first grade granite and placed on a concrete foundation constructed by Zion Gardens Inc. The consent of the lot owner and/or the person or entity responsible and/or the person who authorized the interment shall be required for the placing of any memorial, but Zion Gardens Inc. shall incur no liability for failure to receive such consent.

- (i) Specifications regarding the kind, design, symbolism, craftsmanship, quality, materials, size, and type of memorials permitted in various sections of the cemetery premises administered by Zion Gardens Inc. are set forth in a separate document maintained by Zion Gardens Inc. at its principal office and are hereby incorporated by reference into these Memorial Regulations. These specifications may be obtained at Zion Gardens Inc. principal office and may be amended by Zion Gardens Inc. in its sole discretion at any time without notice.

12) Zion Gardens Inc. has the right to place a sticker indicating the type of care on a specific grave. If needed, Zion Gardens Inc. also has the right to place a “Contact Us” sticker asking family/person or entity to contact Zion Gardens Inc. In some cases, a “Danger/Warning” sticker indicating to visitors to keep away from a memorial due to the instability and danger of the memorial falling may be placed on the memorial. A Row/Section/Lot number may also be placed on the memorial depending on the location of the grave within the cemetery premises. This will be done at the discretion of the Zion Gardens Inc. and the sticker(s) can only be removed or changed as directed by Zion Gardens Inc.

- 13) For the protection of all lot owners, the granite quality, size, finish, color and engraving of all memorials must be approved by Zion Gardens Inc. before any work is commenced. All memorials must conform to the specifications of the particular section where it is to be installed. Any proposed memorial that Zion Gardens Inc. deems to be detrimental to the appearance, uniformity, or safety of the section will not be permitted; however, recommendations will be made as to necessary changes that would then conform to the regulations. Memorial restrictions for each can be found in the Zion Gardens Inc. rules and regulations, and no deviation therefrom will be authorized without the explicit approval of Zion Gardens Inc.
- 14) Before any person, other than cemetery personnel, does any work on any marker or lot, authorization shall be obtained from the cemetery office. No memorial shall be installed without this authorization. In every case the charges due the cemetery shall be paid in advance or arrangements satisfactory to Zion Gardens Inc. are made concerning payment, including, but not limited to, any other outstanding charges on that particular lot, space, crypt, or niche. Zion Gardens Inc. shall provide for the installation of all memorial unless other arrangements satisfactory to Zion Gardens Inc. are made. Zion Gardens Inc. shall charge for installation, which charges may be changed from time to time by Zion Gardens Inc.
- 15) Any recognized monument dealer may be approved by the management to enter on any section, lot, or space for the purpose of the installation of memorials.
- 16) Memorial shall be installed at such times as Zion Gardens Inc. may permit, dependent upon comital services and the maintenance activities of the cemetery. No memorial installation shall take place on blocks where interments are scheduled for that day, until such time as the interments are completed.
- 17) Any monument dealer performing installations of memorials shall insure that the cemetery grounds are not injured by the installation, and that all excess material, rubbish, and other waste is cleaned up and removed from the premises, and that the grass, or other ground cover is restored; and to ensure that the memorial was not damaged in installation.
- 18) Upon inspection by Zion Gardens Inc., any damage to the grounds of the cemetery must be corrected and the grounds restored. In the event this is not done to satisfaction, Zion Gardens Inc. shall do whatever necessary to restore the cemetery premises to their condition prior to installation and shall charge back against the monument dealer the costs of correctional restoration. Any balances owed to Zion Gardens Inc. by the monument dealer shall be remitted within thirty (30) days of receipt of the itemized statement, or Zion Gardens Inc. shall prohibit the memorial dealer access to the cemetery until such time as the balance is paid in full.
- 19) Memorial installation requires experience and often special equipment. No person, firm, or corporation, other than recognized and approved monument dealers or Zion Gardens Inc. shall be permitted to install memorials in the cemetery.
- 20) Any monument dealer who refuses or fails to comply with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is affected.
- 21) No final date can be engraved on a memorial marker unless the remains are interred at the gravesite lot. In the event a marker has been placed and an interment has not, or will not take place at the specific grave lot, and inscription stating "In Memory of" or similar depiction i.e. Z"L may be placed on the marker, so as to not falsely represent an interment within that lot. With an inscription of "In Memory of" or similar depiction i.e. Z"L both the birth date and final date may be inscribed. This inscription will allow cemetery staff to know that the remains are not at the grave site and no official record interment will be on file.

B) Ordering Memorials and Foundations

- 1) Zion Gardens Inc. will provide in writing the location of graves in the cemetery upon the written request of the lot owners, next of kin, their families, or their authorized agents.
- 2) All memorial issues shall be handled in the memorial department.
- 3) All memorials are to be made of granite. Bronze and/or Marble are not conducive to our environment and therefore are **not** permitted.
- 4) Before ordering the manufacture of any memorial, the family or their authorized seller shall submit a foundation order form (along with any applicable cemetery organizational permits). A copy of the approved foundation application shall be sent to both the Memorial Dealer and the Family as approved acknowledgement. Special Instructions must also be included if the foundation is to be poured in a specific location desired on a particular grave. The cemetery will return a copy of the foundation order within 5 working days of receipt indicating whether or not the memorial conforms to these regulations. Memorials should not be ordered from the manufacturer before receiving the approved acknowledgment from Zion Gardens Inc. Zion Gardens Inc. assumes no responsibility for accuracy of inscription or other specifications.
- 5) Foundation applications, if in compliance with our current memorial regulations, shall be approved and processed within 5 working days. Weather permitting, we will pour all foundations within 3 weeks after receipt of an approved, complete foundation order and permit except during the last 2 weeks in April thru June 1st and the 10 days between Rosh Hashanah & Yom Kippur, when we need 5 weeks' notice for foundation installation. All memorials must be set on existing concrete foundations and Zion Gardens Inc. must receive adequate notice to be able to install the concrete foundation prior to delivery. If a memorial needs to be set temporarily before the foundation is installed due to lack of adequate notice, a handling service fee shall be incurred. See Page 8 to determine appropriate applicable fees.
- 6) Fees for 2-piece single, double & family memorials include cemetery supplied epoxy for setting.
- 7) Benches, curbing, and temporary markers are **not** permitted.
- 8) Zion Gardens Inc. shall determine the charges for excavating and building foundations, and for the installation and maintenance of all memorials. The charges shall be posted at the Zion Gardens Inc. principal office and will be subject to change without notice. The charges will be assessed on all memorials placed in the cemeteries administered by Zion Gardens Inc., regardless of whether the memorial has been purchased from Zion Gardens Inc. or from an outside source. Zion Gardens Inc. shall pay the portion of the charge that is paid for memorial maintenance into the endowed care trust fund (General Care Foundation for Jewish Cemeteries). No memorial may be installed until the charges due to Zion Gardens Inc. for its installation and future care have been paid in full. A grave or lot must be paid in full before a memorial can be installed thereon.

C) Supplemental Fee Requirements

- 1) Add-on foundations require an additional charge of \$400.00 along with the single foundation price to properly center the new companion marker over both graves. See next page to determine fees involving removal and/or disposal of existing memorials.
- 2) All preneed / unoccupied graves with headstones/monuments require Endowed Care Grave Maintenance of \$2,800.00 for lawn level grave. This includes Unoccupied 2nd side of Double Memorials. A Slant, Peak or Bevel memorial as a 2nd memorial on an occupied grave requires minimum Endowed Care Fee of \$1,200.00.
- 3) Many years ago, many existing bevel markers in the Acacia and General Sections were intentionally sunk below grade. Unless we receive specific notification, a new bevel marker will be set to conform to the existing markers on the lot. However, existing sunken bevel markers can be raised to normal grade at a cost of \$100.00 each if the new marker is requested to be set at grade level.

D) Ordering Duplicates

In order to match existing memorials; all foundations for duplicate -

- A) Flush Memorial foundations - 5" below ground level
- B) Bevel, Peak, Slant and Tablet Memorial foundations - 1" below ground level
- C) Upright Memorial foundations - 6" below ground level

Proper screening materials shall be used to level all memorials.

For duplication of Upright Memorials; All memorial dealers should order exact duplicates in the exact same size as the dimension of the original memorial. The only adjustment should be an additional 6" added to the base of the memorial for the 6" set below grade.

If the existing memorial is sunken or needs straightening, the family should arrange with Zion Gardens Inc. to level or raise the existing memorial so that it will be the same height as the new memorial.

Zion Gardens Inc. does not assume responsibility for verifying the accuracy of the duplicate dimensions specified on the foundation order or determining if the actual memorial delivered conforms to the original memorial. Our only concern is that the dimensions originally specified and the size of the memorial actually delivered conform to the specifications of our memorial regulations and appropriate foundation size has been requested. A memorial that does not conform with these regulations will not be accepted.

If you have any questions regarding any duplicate foundations, please do not hesitate to call us. If a unique situation arises justifying an exception to our general rules, specific prior approval must be given by Zion Gardens Inc. in writing before foundation is installed.

E) Specifications

1) Standard Grave Memorial:

- a) Single grave memorial shall be 24" in length and 12" in width and shall not exceed 18" in height, shall have a sawed bottom, rock sides and standard rock front nosing.
- b) Single flush memorials shall have sawed sides and bottom and be 24" in length and 12" in width.
- c) Back sides on 1 piece slant memorials must be standard sawn or standard rock, unless duplicating existing memorial on lot.
- d) Sides of 1 piece Bevel or Peak memorials must be standard rock, unless duplicating existing memorial on lot. Margins on Bevel memorials may be sawed, honed or polished.

2) Double/Companion Grave Memorial:

- a) Shall conform to the same requirements as a single grave memorial with the exception that the length can be extended up to 48" long.

3) Slant on Base:

- a) Each Slant (to be placed on a base) shall contain two 6" long stainless threaded steel Dowel rods 1/2" in diameter centered and epoxied 3 inches deep into the slant by the manufacturer **at the manufacturer's plant prior to delivery. Stones delivered without the pins already epoxied will be refused.** Zion Gardens Inc. personnel shall perform setting at gravesite. Base height shall be no less than 6 inches and no greater than 8 inches. Length and width of bases shall extend no less than 1 inch and no more than 2 inches larger than memorial. Variances shall be permitted in the case of duplicate memorial and shall conform to all pertinent regulations concerning bases specified in basic regulations (see below). Bases shall have rock sides and a frosted 1-6 x 0-6 area on the top of the base, centered under the memorial.

4) Government Memorials:

- a) Zion Gardens Inc. will not approve any orders for government memorials until a Foundation Order Application Form has been signed and the foundation charges paid by the lot owner and/or person or entity responsible for the deceased veteran. Zion Gardens Inc. will only accept lawn level memorials 24" x 12" government issue. Installations existing prior to the adoption of this rule may continue provided that they are maintained in good condition. Upon deterioration, vandalism, acts of God, or other unforeseen circumstances, replacement shall comply with the regulations.

5) Upright Memorials:

Single, Double or Family upright memorials shall be permitted provided they conform to Zion Gardens Inc. memorial specifications and a supplemental preservation care payment is made into the Zion Preservation Foundation for Jewish Cemeteries Trust Fund. The net income shall cover the structural maintenance involving leveling, straightening and/or securing memorial if and/or when necessary. Written

authorization must be received by Zion Gardens Inc. from the family before any memorial is removed. See Zion Gardens Inc. Memorial Price guideline for appropriate fees involved.

a. **BASES:**

1) Shall be a minimum of 12" high and a maximum of 18" high and shall be set a minimum of 6" below grade and shall not be less than 48" or more than 60" in length. Bases shall not extend more than 3 inches beyond the dimensions of the die in all directions. Bases must be of the same material and quality as the die. **BASES shall only be POLISH 1 – ROCK SIDES.** 2 Inch Margins are acceptable.

2) Each base shall contain two drilled holes 6" deep to receive the two dowel rods from the die and to be filled with epoxy at the time of setting. Suggested distance between holes - 18" to 24" on center.

3) An area approximately 1'-6" x 0'-6" on the top of the base under the die shall be sandblasted (frosted) i.e. polish removed, so that the die and base can be secured with epoxy.

b. **DIES:**

1) Dies shall not be less than 8" wide, nor exceed 3'-8" in height and shall not exceed 5 feet in length (unless provided otherwise by special section regulations). All dies shall have sawed bottoms. Families are encouraged to personalize all memorials. Unique sizes/shapes may be submitted for consideration.

2) Each die shall contain two 10" long stainless threaded steel Dowel rods 3/4" in diameter epoxied 5" (five inches) deep into the die by the manufacturer **at the manufacturer's plant prior to delivery. Memorials delivered without the pins already epoxied will be refused.**

3) All dies are to be secured to the base with an approved epoxy using a 1" band of epoxy around the perimeter of the memorial and at adequate center points. All joints must be sealed with setting compound. A ring of setting compound shall be placed around rim of drilled holes to prevent water seepage. **Zion Gardens Inc, personnel shall be present when memorials are being set and/or removed.**

6) **Tablets:**

Zion Gardens Inc. considers a Tablet a memorial stone that has a 90-degree vertical face and the overall above ground height is under 27 inches. Tablets shall only be allowed if a family is duplicating a tablet on their family lot on which the new memorial is to be placed. Please call for specific foundation and tablet maintenance fees.

7) **Western Slants:**

Western Slants are permissible only when accompanied by a base and shall conform to the regulations of a standard memorial on a base. See Page 5 Item D3 for specifications.

F) Special Designs

Special custom-designed memorials are to be encouraged and will be considered. They must be submitted to us for prior approval and must be designed and constructed to be resistant to vandalism. If special foundations are required, there may be an extra charge.

G) Memorial Accent Image

All memorial accent images must be affixed to the memorial. Zion Gardens Inc. is not responsible for any aspect of the memorial accent image and/or mounting technique. Bronze/Nickel photo frames and covers are no longer accepted. An exception will be made however, when duplicating the Bronze/Nickel frame and cover style that currently exists on an adjoining spousal memorial.

H) Grave Space

Most sections within Zion Gardens Cemetery were not designed to receive Double Memorials and/or Family Memorials due to lack of length of a gravesite. Families requesting Double Memorials and/or Family Memorials may incur an additional fee for the additional work involved. All situations shall be handled on an individual basis. Please call for specific instructions.

I) Contractors

Prior to Performing any work with Zion Gardens Cemetery, contractor(s) must execute and deliver to Zion Gardens Inc. an indemnification agreement in the form prepared by Zion Gardens Inc. which is available in the Memorial Department Office. Contractor(s) shall also obtain and furnish to Zion Gardens Inc., prior to making any installation, satisfactory evidence of the following:

- (i)** Workers Compensation Insurance
- (ii)** Work Vehicle Liability Insurance covering owned, non-owned, borrowed and hired vehicles, in the amount of at least \$1,000,00 for each occurrence of bodily or property damage;
- (iii)** Comprehensive General Liability Insurance covering premises operation, contractual liability, products, and complete operations in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage.
- (iv)** Employers Liability - \$500,000
- (v)** Cemetery Compliance Bond in the amount of \$1,000 guaranteeing that work performed by the contractor is in accordance with Zion Gardens Inc. Rules and Regulations.

J) Memorialization Incorporating Seating Area.

These rules apply to all cemeteries owned and/or managed by Zion Gardens Inc., in addition to all applicable rules and regulations set forth by Zion Gardens Inc. and/or all rules and regulations by any organization which owns the particular cemetery managed by Zion Gardens Inc. where the Memorialization incorporating Seating Area is proposed to be set. Placement of memorialization incorporating seating area must be at head or gravesite consistent with other memorials in immediate area of that particular cemetery. Material must be Granite. All measurements indicated below are in inches.

Seating Area: 48 x 14 x 4 Polish 5.

Support: 44 x 10 x 20 Rock 4 sides (see "A" below) or with optional 8-inch polish area near top (See "B" below). Saw/Frosted top of Support. Epoxy Support to Seating Area.

2 - 3/4" stainless steel, threaded pins, which are 8" long consisting of 5" in Support and 3" in Seating piece.

Lettering and optional design elements can be placed on Seating area and/or optional polished support face area.

Zion Gardens Inc. Required Fees for Memorialization incorporating Seating Area:

Structural Endowed Care -1 \$1,800.00

1 – Specifically including and limited to straighten, level and/or secure memorial, subject to the then and current contract with the Preservation Care accredited holder of trust account.

Foundation -2 \$1,550.00

Supervisory Setting -2 \$100.00

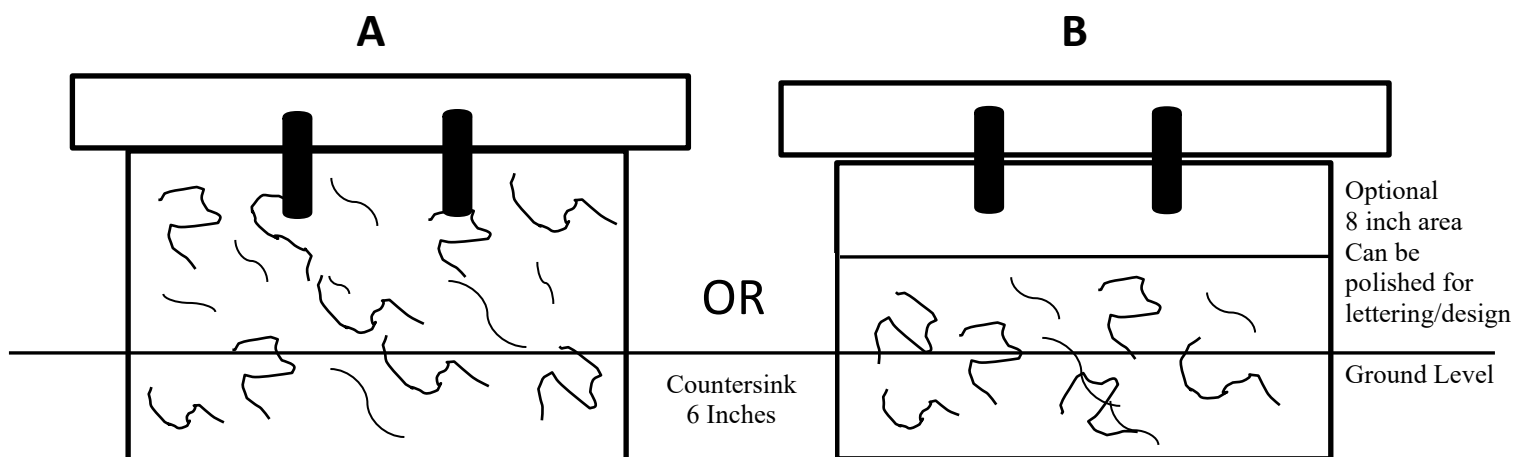
Organizational Permit Fee -2,3 varies

2 – Foundation, Supervisory Setting and Organizational Permit Fees shall be payable to Zion Gardens Inc.

3 – Superintendent must approve of the size and other specifications as depicted.

Actual Memorial Product is not included in pricing identified.

Front View – not to scale



See above for Size Requirements - Pins shown do not depict required threaded element

MAUSOLEUMS & OUTDOOR CRYPTS

- a) All entombments and inurnments shall be performed by Zion Gardens Inc. employees
- b) All crypt and niche fronts will contain the name of the deceased.
- c) No receptacles or vases for flowers, flags or ornamentation of any type will be permitted on any crypt or niche face.
- d) Zion Gardens Inc. reserves the right to perform any entombments or inurnments in private, as Zion Gardens Inc. in its judgment and discretion deems appropriate, necessary, and practicable.
- e) Zion Gardens Inc. shall be advised by the owner and/or person or entity responsible authorizing the entombments before a casket is purchased, so that Zion Gardens Inc. can measure the dimensions of the crypt and inform the owner and/or person or entity responsible authorizing the entombment of the maximum casket dimensions to ensure that the casket purchased will fit into the crypt.
- f) Zion Gardens Inc. may promulgate and make available at its principal office general rules for owners and visitors to a mausoleum including, but not limited to, hours of visitation and general conduct.
- g) The purchasers of all entombment and inurnment rights shall purchase preservation care in the amount deemed adequate by Zion Gardens Inc. The preservation care payment for the maintenance of the Mausoleum and its lot area shall be paid to the Zion Preservation Foundation for Jewish Cemeteries.