

Rosedale *Rosehill*



RULES AND REGULATIONS

Effective 11/26/2014

**Rosedale and Rosehill Cemetery Association
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**ROSEDALE AND ROSEHILL CEMETERY ASSOCIATION
RULES AND REGULATIONS**

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**FAILURE TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS OF THE CEMETERY
MAY RESULT IN PENALTIES INCLUDING, BUT NOT LIMITED TO THE PROHIBITION OF
ENTERING UPON THE PREMISES.**

**RULES AND REGULATIONS FOR
ROSEDALE AND ROSEHILL CEMETERY ASSOCIATION**

In order to secure and promote the mutual benefit and protection of the owners of interment spaces and the Cemetery Association and to further the general objectives of said Association, the following are hereby adopted as the RULES AND REGULATIONS OF ROSEDALE AND ROSEHILL CEMETERY ASSOCIATION. All owners of interment spaces in the Cemetery, visitors thereto, and persons performing work therein, shall be subject to said Rules and Regulations, and any and all revisions thereof, amendments, additions and/or alterations thereto as shall be duly adopted by the Association from time to time.

DEFINITIONS

AT-NEED SECTION - a section or an area of a section that is not available for pre-need selection of a grave. The location for an interment in an at-need section is at the sole discretion of the Cemetery.

BENCH - a seat, constructed of granite, for several people without any form of inscription.

BURIAL - the in-ground disposition of human or cremated remains.

CEMETERY - shall mean Rosedale and Rosehill Cemetery Association, its authorized representatives and employees, as well as its real and personal property.

CERTIFICATE - shall mean the document of conveyance issued by the Cemetery to the purchaser which evidences the purchaser's right of interment in an interment space, except in the case of a non-title grave.

CREMATION - the reduction of human remains to incinerated remains through the process of heat and evaporation.

CRYPT - a space in a mausoleum used to entomb human remains.

DEED - see *CERTIFICATE*

DISINTERMENT - the removal, from an interment space, of human or cremated remains.

GRAVE - shall mean an area of ground plotted on cemetery maps used for the burial of human or cremated remains.

INTERMENT - the disposition of human remains by:

- a. Burial of human or cremated remains in the ground.
- b. Entombment of human or cremated remains in a crypt.
- c. Inurnment of cremated remains in a niche.

INTERMENT SPACE - shall mean a grave, crypt or niche.

MEMORIAL - shall be defined as a grave marker, monument, sarcophagus, ledger, private mausoleum or other private structure used for memorializing the dead.

MEMORIAL PARK OR LAWN SECTIONS - shall mean sections, which are designated on the maps of the Cemetery in which only flat bronze memorials may be installed according to the specifications as they appear in the Rules and Regulations of the Cemetery relating thereto. Private mausoleum lots will be permitted at the locations designated by the Cemetery.

MONUMENT SECTIONS - shall mean sections, which are designated on the maps of the Cemetery in which granite monuments may be installed according to the specifications as they appear in the Rules and Regulations of the Cemetery relating thereto.

NICHE - a space in a columbarium or mausoleum used for the inurnment of cremated remains.

NON-TITLE GRAVE - an interment space in which the family has no ownership rights. A deed will not be issued for the grave space.

OWNER, LOT OWNER OR INTERMENT SPACE OWNER - the person whose name appears as the owner of a right of interment on the records of the Cemetery office.

VAULT - a prefabricated outer burial case installed in the ground not to include a public mausoleum, lawn crypt or liner.

1.0 INTERMENT REGULATIONS

1.1 Roadside service is at the discretion of the Cemetery.

1.2 No interment shall be made unless the interment space owner provides the Cemetery with written consent for the interment, subject however, to applicable New Jersey law governing the rights of interment.

1.3 Twenty-four (24) hour notice is required on all interments.

1.4 To avoid a cancellation or postponement charge, notify the Cemetery four hours in advance of scheduled arrival time.

1.5 All transfers of deeds or certificates will not be recognized unless registered at Rosedale and Rosehill Cemetery.

1.6 All reserved graves, crypts or niches must be paid in full prior to an interment.

1.7 Maintenance and Preservation trust fund charges must be paid prior to interment on interment space previously purchased without Maintenance and Preservation trust fund deposit.

- 1.8 Cardboard or corrugated fiberboard caskets are not permitted.
- 1.9 No outside box or vault may be used in any At-Need Sections.
- 1.10 Concrete vaults are required for extra-deep interments in Memorial Park Sections. The Cemetery may designate certain graves where vaults will not be required on extra-deep interments in Memorial Park Sections.
- 1.11 All vaults must be placed by vault company at least one hour prior to scheduled interment.
- 1.12 All services required will be charged and are payable in advance of interment.
- 1.13 Chapel location will be determined by Cemetery.
- 1.14 Tent services are not available for first interments in a grave in At-Need Sections.
- 1.15 Only individuals who have been authorized by and are under the direct supervision of the Cemetery shall perform interments.
- 1.16 Interments shall be made at a sufficient depth in a grave so as to conform with the applicable laws of New Jersey and in accordance with the depth restrictions of the section in which the grave is located. An interment shall be made within a single interment space unless otherwise allowed by the Cemetery. Closing of an interment space shall be performed at the discretion of the Cemetery under normal operating procedures. If prior arrangements have been made with the Cemetery and the requisite additional fee is paid in full, the Cemetery shall close the interment space with the family present as soon as reasonably possible following the funeral service.
- 1.17 If the Cemetery shall move any memorialization necessary to perform an interment under normal operating procedures, it shall reinstall the memorial within a reasonable time and at its sole discretion may charge the interment space owner of the interment space on which the memorial is located the costs of moving and reinstalling the memorialization.
- 1.18 If the interment space owner questions the accuracy of the location of an interment, the Cemetery shall agree to open the interment space for the purposes of verifying the accuracy of the interment location, provided, however, the interment space owner shall first pay the Cemetery's charges for the opening and sign an affidavit prepared by the Cemetery concerning the manner in which identification shall occur and containing release, hold harmless and indemnification provisions. Identification of the location shall be made by observation of the casket by the funeral director who provided the service.

1.19 No person shall photograph or videotape an interment, funeral service, memorial or any portion of the Cemetery grounds without prior written consent of the Cemetery and interment space owner. The Cemetery may photograph or videotape an interment, funeral service, memorial or any portion of the Cemetery without the consent of the interment space owner.

1.20 The Cemetery does not make, and disclaims, any warranty regarding the materials, equipment, supplies or personal property supplied or used by any person in the performance of an interment, vault installation or memorial installation.

1.21 The Cemetery is not liable for any property damage, including damage to a casket and its contents, shrubs, plantings, grass, effigies, memorials, etc., or bodily injury sustained during the funeral service or interment. The Cemetery is not liable for the acts or omissions of any third party for any reason, including outside contractors.

1.22 When instructions regarding the location of an interment in a plot or lot cannot be obtained without undue delay or cannot be obtained at all, or where the instructions given with regard thereto are in the opinion of the Cemetery ambiguous, or when for any reason the interment space cannot be opened where specified, the Cemetery may in its discretion open it in such location in the plot or lot as it deems best and proper, so as not to delay the funeral, and the Cemetery, its agents, and employees shall not be liable for damages.

1.23 The Cemetery will not be responsible for any order given by telephone or for any mistake occurring from the lack of precise and proper instructions as to the particular space, size of casket, and location of plot, where interment is desired. It is the responsibility of the Funeral Director to notify the Cemetery of any casket over 28½" in width.

1.24 The Cemetery will only accept New Jersey Welfare payments if received with the supplemental payment covering the balance of the Cemetery charges.

1.25 All cremated remains interred in adult and children's graves must use a concrete or steel outer burial vault.

2.0 NON-TITLE INTERMENTS

Rules & Regulations in addition to Section 1.0

2.1 Authorization for interment must be signed by the proper authority or next-of-kin and funeral director.

2.2 The funeral director must explain to the family the Rules and Regulations as stated on the Cemetery's Non-Title Interment Authorization RR-310. Authorization cards must be signed by the next-of-kin in the Cemetery office.

2.3 Caskets shall be no wider than 30" and no higher than 20". Cardboard or corrugated fiberboard caskets are not permitted.

2.4 The family does not have ownership in a Non-Title grave. A deed will not be issued for the grave space. An Interment Certificate showing location will be forwarded to the funeral director for the family.

2.5 Covering of the grave while the family is present and tent services are not available for Non-Title grave side services.

2.6 The Cemetery will wait 1 year after the last interment before installing foundations. The memorial must be a flat, 2' x 1'x 4" granite marker.

2.7 Ornamentation is limited to potted plants and fresh or artificial flowers in a temporary vase. Permanent vases are available and must be installed flush to the memorial. No plantings or any other objects are permitted on non-title graves.

3.0 DISINTERMENT REGULATIONS

3.1 Notarized authorization from lot or grave owner is required.

3.2 A disinterment permit from City of Linden Board of Health, a certified check for payment of disinterment, an affidavit signed by the lot owner and all family relatives authorizing disinterment which releases Cemetery from all liability arising out of said authorization, disinterment, removal and reinterment, must be received prior to disinterment. (See 3.13 for cremated remains).

3.3 A funeral director is required to be present at disinterment.

3.4 Only the individuals who have been authorized by the Cemetery and are under the direct supervision of the Cemetery shall perform disinterments. If the interment space owner shall transfer ownership of the interment space after the disinterment to the Cemetery, the interment space owner shall be required to remove any memorials, shrubs, trees and the like at his own expense prior to the disinterment.

3.5 The Cemetery may refuse to perform the disinterment at any point if it will endanger the health and/or welfare of the Cemetery, its employees, representatives or the public good, at the discretion of the Cemetery.

3.6 Disinterments shall be performed at a date and time determined at the sole discretion of the Cemetery and as filed with the City of Linden.

3.7 If a disinterment is requested, an outside shipping container must be supplied to the Cemetery by the interment space owner if the human remains are not in a metal container or concrete vault. The interment space owner shall be responsible for the disposal of any outer vault or burial container. Except for cremated remains, the funeral director shall be responsible to arrange for the transfer of any human remains from their original container.

3.8 If a disinterment requires the removal of a concrete or metal vault, the interment space owner shall arrange at his own expense to have a vault company assist the Cemetery in the disinterment.

3.9 No person except the interment space owner may witness a disinterment without prior written consent of the Cemetery.

3.10 Only the lot owner or someone authorized by the lot owner in writing may photograph a disinterment. However, no monument or portion of the cemetery grounds other than the property in which the disinterment is taking place may be photographed or video taped without the written consent of the Cemetery.

3.11 The Cemetery does not make and disclaims, any warranty regarding the materials, equipment, supplies or personal property supplied or used by any person in the performance of a disinterment, or memorial reinstallation, including embellishments.

3.12 The Cemetery is not liable for any property damage, including damage to a casket, vault, memorial, shrubs, plantings, grass, effigies, etc. or for bodily injury sustained during the disinterment. The Cemetery is not liable for the acts or omissions of any third party for any reason, including outside contractors. The Cemetery is not liable for damage to the contents of any casket or to adjacent lots. The Cemetery is not liable for mental anguish, shock, or intentional or negligent infliction of emotional distress arising out of the disinterment. The Cemetery may be required to reposition other caskets during the disinterment, and if it does so, it is not liable for damage to the repositioned casket or its contents.

3.13 Disinterment of cremated remains - a certified check for payment, a release of liability and hold harmless agreement and written authorization from the interment space owner or one of the owners including authorization from the spouse and children of the decedent must be received prior to the disinterment.

4.0 NON-TITLE DISINTERMENT REGULATIONS

Rules & Regulations in addition to Section 3.0

4.1 Notarized authorizations and disinterment permits must be obtained from "Authorizing Agent" or Next-of-Kin of deceased and all burials above deceased in same grave.

4.2 Disinterment permits from City of Linden Board of Health, a certified check for payment of disinterment, and properly signed affidavits from all authorizing family relatives releasing Cemetery from all liability arising out of said disinterments, removals and reinterments, must be received prior to disinterment.

4.3 Outside shipping container for said disinterment and containers for burials above disinterment, if necessary, must be supplied by Authorizing Agent or Next-of-Kin requesting disinterment.

4.4 Any foundations located on non-title gravesite must be replaced at current foundation charges.

5.0 CREMATION REGULATIONS

5.1 CHARGES No cremation shall take place until all Cemetery fees, charges, assessments and other obligations of any nature are paid in full.

5.2 AUTHORIZATION No cremation shall take place unless the Cemetery's authorization documents are completed in their entirety and signed, and a burial/transit permit is received by the Cemetery. The Cemetery shall rely on the truthfulness of the authorization and permit and shall not be liable to any person for any reason if any part of the authorization or permit is false. The person authorizing the cremation indemnifies and holds the Cemetery harmless for and from any claim by any person arising out of the falsity of any part of the authorization.

5.3 PERFORMANCE OF CREMATION Only Cemetery personnel shall perform cremations.

5.4 REFUSAL TO PERFORM CREMATION The Cemetery may refuse to perform a cremation if it will endanger the health and/or welfare of the Cemetery, its employees or representatives or the public good at the discretion of the Cemetery.

5.5 TIME OF CREMATION Cremation shall occur within a reasonable time after the human remains to be cremated are delivered to the Cemetery, the authorization and burial/transit permit are received, and in accordance with applicable law. Human remains awaiting cremation shall be stored in the Cemetery's storage facility. If there is a dispute over whether the cremation should occur, or the Cemetery is properly served with a court order stopping the cremation, or the authorization or burial/transit permit is incomplete, the Cemetery shall impose a storage fee until the cremation occurs or the human remains are otherwise disposed.

5.6 WITNESSING OF CREMATION The person having the right to control the disposition of the human remains along with members of the decedent's immediate family may witness the placing of the casket into the cremation chamber with the approval of the Cemetery. One person may engage the cremation unit under direct supervision by personnel of the Cemetery. The authorizing agent shall assume all liability for those witnessing a cremation.

5.7 OPENING OF CASKET No person, except for the funeral director or Cemetery personnel, may open the casket once received by the Cemetery. Cemetery personnel shall only open the casket to remove the lids (in case of metal casket) or to verify the position of the human remains or to verify its contents.

5.8 TYPE OF CASKET The human remains shall be delivered to the Cemetery by a licensed funeral director in a totally enclosed, leakproof casket constructed of wood, metal, cardboard or corrugated fiberboard. Bronze, copper, zinc, polystyrene, glass enclosures, canvas or rubber pouches or like materials are unacceptable for cremation. No casket shall contain more than one half percent by weight of chlorinated plastics. The casket shall contain only the human remains, clothing or wrappings and interior lining of the casket.

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5.9 REMOVAL OF VALUABLES AND OTHER MATERIALS The funeral director shall remove all valuables such as rings and jewelry or any other material that may interfere with the cremation process prior to the delivery of the human remains to

the Cemetery. Noncombustible handles and ornamentations shall be removed prior to the cremation from the exterior of the casket and will be disposed by the Cemetery. The Cemetery will not cremate human remains containing radioactive implants unless the Cemetery receives written authority from an appropriate agency to proceed with the cremation.

5.10 RECOVERY OF REMAINS The Cemetery shall endeavor to recover as much of the cremated remains as reasonably possible during the cremation process. The Cemetery shall deliver the cremated remains in accordance with the directions given by the person who has the right to control the disposition of the human remains. Noncombustible material other than human remains and separable ash shall be removed and disposed by the Cemetery.

5.11 COMMINGLING OF REMAINS The Cemetery shall not cremate more than one human body in the cremation or primary chamber at the same time except when specifically authorized by the person having the right to control the dispositions of the human remains and does not exceed the design limits of the cremation equipment. Due to the nature of the cremation process, inadvertent commingling may occur and this is unavoidable.

5.12 PHOTOGRAPHY No person shall photograph or videotape a cremation without prior consent of the Cemetery. The Cemetery may photograph or videotape a cremation without prior consent of the person authorizing the cremation or funeral director.

5.13 DELIVERY OF CREMATED REMAINS The Cemetery shall deliver the cremated remains in a temporary receptacle or receptacles to the funeral director, a family member designee, or the person having the right to control the disposition of the remains at the Cemetery offices in accordance with the Cemetery's authorization form. If the cremated remains are not obtained within 30 days following the cremation, the Cemetery shall impose a storage charge which will be required to be paid prior to the delivery of the cremated remains. The Cemetery shall not store cremated remains beyond the time imposed by law, and thereafter shall dispose of them in its sole discretion as permitted by law.

5.14 MAILING OR SHIPMENT OF CREMATED REMAINS At the request of the person authorizing the cremation, the Cemetery will mail or ship cremated remains by registered mail, return receipt and insured for \$500. The person having the right to control the disposition of the remains assumes all liability in mailing or shipping.

5.15 CREMATION OF DISINTERRED REMAINS Twenty-four hour notice is required prior to delivery for cremation of disinterred human remains. The delivery to the crematory of the disinterred human remains will be scheduled at the Cemetery's discretion. All disinterments for cremation will be delivered in an air tray. The funeral director shall be responsible for removing all dirt, soil or any other absorbent material prior to the delivery of disinterred human remains for cremation.

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6.0 PRIVATE MAUSOLEUM REGULATIONS

6.1 The site, location and graves which are designated for mausoleum lots shall be decided by the Cemetery. Private mausoleums will be permitted in Memorial Park Sections at the discretion of the Cemetery.

6.2 The Mausoleum shall not occupy more than 60% of the area of the plot.

6.3 All Mausoleums must establish a private trust fund for their future maintenance. Trust fund charges are available upon application.

6.4 A complete set of construction plans must accompany the Memorial Application RR-401 for review by the Cemetery. All mausoleums must be properly vented. Do not start work on the mausoleum until approval is received from the Cemetery.

6.5 Plantings may extend only for a distance of two feet from the mausoleum to the front property line. Plantings may encompass the entire area between the mausoleum and the rear property line. The height of plantings in the front of the mausoleum shall not exceed one foot. The height of plantings in the rear or on the sides of the mausoleum shall not exceed the height of the building.

6.6 The Cemetery shall not be responsible for maintaining and preserving the plantings. The Cemetery will not be responsible for any damage done by any persons to the plantings. If the plantings are not maintained or are unsightly, the Cemetery shall remove them at the expense of the mausoleum space owner.

6.7 Sidewalks on mausoleum lots must be constructed by the Cemetery. They must be in front of the mausoleum and can extend no wider than the width of the building.

6.8 Memorial application RR-401, along with the correct foundation charges, must be submitted and approved by the Cemetery for granite benches. An approved granite bench, a Cemetery constructed sidewalk and approved plantings are the only objects permitted on mausoleum lots.

6.9 No fencing, concrete benches, tables and other objects or structures may be placed or erected on mausoleum lots without written Cemetery approval.

6.10 All benches must be totally constructed of granite and can be no higher than 18 inches. Bench footings will be installed only by the Cemetery equal to the seat area of the bench.

6.11 Benches may not display any form of inscription.

6.12 Each support leg of a bench shall be doweled and epoxied to the seat, but not to the footing. The bench must be removable and cannot be installed within 3 feet of the curb line.

6.13 The lot owner must submit a drawing to be approved by the Cemetery showing dimensions and locations of the bench and indicating who will perform the installation

7.0 PUBLIC MAUSOLEUMS

7.1 Persons under the age of 18 must be accompanied and supervised by a parent or guardian.

7.2 An application, with the required fee, must be submitted for Cemetery approval for any object placed on a crypt front. The application must indicate in detail the size and material for each object. All objects approved must be attached with threaded studs at least 2" in length. The Cemetery reserves the right to reject any application for any reason.

7.3 Any approved object for a crypt front must be installed by the Cemetery and will be positioned on the crypt front at the Cemetery's discretion.

7.4 No objects of any kind are permitted on the ground or ledge in front of crypts.

7.5 Any approved object on a crypt front is the property of the crypt owner. They will not be replaced by the Cemetery if missing or damaged.

7.6 A general cleanup will take place weekly. Trash from receptacles, dead and faded artificial flowers from vases will be removed. Holiday flowers will be removed as posted. Any unapproved objects will be removed from crypt fronts at the expense of the crypt owner.

7.7 The following actions are prohibited:

- a. Burning of any material.
- b. Entering into the fountain ball playing, picnicking, bicycle riding, etc.
- c. The consumption of any food or beverage.

7.8 CHAPEL OF ROSES - The following apply in addition to pertinent rules stated above.

- a. The Chapel will be open for visitation daily and Sunday from 9:00 A.M. to 5:00 P.M.
- b. Only items approved in writing and installed by the Cemetery are permitted on the crypt fronts.
- c. Nothing is permitted on the floor or ledge in front of crypt.
- d. There are designated areas for flowers and cards. Real flowers are not permitted in the building. The Cemetery has the right to dispose of these items at its discretion.
- e. Any person under the age of 18 must be accompanied by an adult.
- f. The consumption of any food or beverage is prohibited.
- g. All bodies to be entombed in Chapel of Roses must be embalmed.

7.9 ELMLAWN MAUSOLEUM - The following rules apply - please refer above:
7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, & 7.8 - b,c,f.

7.10 Only standard caskets with dome-shaped tops will be permitted in Public Mausoleums.

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8.0 MEMORIAL PARK

8.1 Fresh cut flowers will be permitted in Memorial Park Sections.

8.2 Artificial flowers will be permitted in Memorial Park Sections only from October 15 to April 15.

8.3 Flags will be permitted in Memorial Park Sections for those times as indicated to the Cemetery by the Veterans Administration.

8.4 Temporary markers used in the Memorial Park Sections must be flush to the ground.

8.5 No other objects or type of embellishment will be permitted in the Memorial Park Sections including, but not limited to, vigil lights and plantings.

8.6 Concrete vaults are required on extra-deep interments in Memorial Park Sections. The Cemetery may designate certain graves where vaults will not be permitted on extra-deep interments in Memorial Park Sections.

9.0 ROSEHILL COLUMBARIUM

9.1 Adornment or embellishment is not allowed on the exterior of any niche except where specifically provided.

9.2 Adornment or embellishment is allowed in the interior of the niche space and is limited to the following:

- a. Single Glass Fronted Niche - one framed photograph not to exceed 2" x 3" and one flower vase for silk flowers not to exceed 1" in diameter and 4" in height.
- b. Companion Glass Fronted Niche - double-framed photograph not to exceed 4" wide by 3" high and one flower vase for silk flowers not to exceed 1" in diameter and 4" in height.
- c. Single/Companion Open Front Niche - no restrictions.

9.3 Any receptacle for the cremated remains that will be visually exposed in the niche space must be approved by the Cemetery prior to placement. The receptacle must be made of bronze except for placement in rooms 1 through 26.

9.4 All receptacles/urns must be engraved with at least the name of the deceased.

9.5 Niche fronts shall only be removed by Cemetery Personnel during normal working hours. No person shall enter any niche without the consent of the Cemetery.

9.6 Only fresh cut flowers are permitted in the columbarium and will be removed when they become unsightly.

9.7 Vases are the responsibility of the family. The crematory will not replace them if missing or damaged.

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9.8 Plants are allowed for the following holidays: Christmas, Easter, Mother's Day and Father's Day. They will be removed two weeks after the holiday.

9.9 The Cemetery will not be responsible for any memorabilia, adornments or embellishments. Greeting cards and memorabilia will be removed from the columbarium after two weeks and discarded after one month.

9.10 THE BURNING OF ANY MATERIAL IN THE COLUMBARIUM IS STRICTLY PROHIBITED.

9.11 The Cemetery has the right to enter the niche space to perform work at any time without consent of the owner.

9.12 Visitors shall keep in mind that other families share the columbarium and will conduct themselves accordingly.

10.0 OWNERS RIGHTS

10.1 The Cemetery shall issue a certificate to the owner of a right of interment only after full payment of the purchase price and all other charges have been made. The Cemetery may permit reasonable restrictions to be placed on the Certificate by the owner, provided however, the restrictions must be typed on the Certificate or attached to the Certificate by the Cemetery and the owner's written request for the restrictions is made a permanent record of the issuance of all Certificates; however, Certificates shall not be recorded at the registrar's office of Union County by anyone.

10.2 The ownership of an interment space, upon death of the owner, shall pass pursuant to applicable law. An owner who succeeds to ownership by virtue of death of the former owner shall deliver the Certificate to the Cemetery and the Cemetery shall issue a new Certificate to the new owner. The Cemetery shall not be obligated to issue the new Certificate until the prospective owner delivers the certified copy of the probated Last Will and Testament of the former owner, if one exists, Letters Testamentary or Administration issued by the applicable court having jurisdiction, and a completed heirship form made available by the Cemetery.

10.3 The Cemetery shall maintain ownership of the right of interment of all non-title interment spaces.

10.4 No work shall be performed or permitted by the Cemetery on any interment space until all Cemetery charges, assessments and liens have been paid in full. Any work to be performed by outside contractors on or at an interment space must be authorized by the owner and the Cemetery office must be notified in writing prior to the work being performed.

10.5 The conveyance of interment space in the Cemetery confers only the right of interment therein.

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10.6 All lots shall be used only for the interment of human or cremated remains.

10.7 The Cemetery 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, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

10.8 The deed or certificate of conveyance is made subject to the Cemetery's Rules and Regulations. Any verbal representations made by any employee or representative of the Cemetery which is inconsistent with these Rules and Regulations is not binding on the Cemetery.

10.9 It is the obligation of the lot owner or any person making payments to the Cemetery to notify the Cemetery of a change in his/her mailing address.

11.0 MAINTENANCE OF INTERMENT SPACES

11.1 All lot owners must pay Maintenance and Preservation charges based on the Cemetery's current prices for all graves that the Perpetual Care or Maintenance and Preservation fees were not previously paid before any current work will be performed on the grave.

11.2 The owner of an interment space or his designated representative or contractor may perform his own maintenance of his interment space or spaces at his own expense, provided however, he must first obtain written consent from the Cemetery. If an independent contractor is retained to perform the work, the contractor must first present a Certificate of Insurance for liability which is acceptable to the Cemetery. An owner who is given written permission to perform his own maintenance must remove and discard all debris resulting from the work at his own expense.

11.3 "Annual Care" is the yearly payment to be made by the interment space owners for the maintenance and preservation of their interment spaces which were purchased prior to the enactment of the New Jersey Cemetery Act in 1971. The Cemetery shall maintain and preserve these interment spaces on a regular basis unless the annual care is unpaid. If the Annual Care payments are not current, the lot owner will have to pay the full Maintenance and Preservation charges before any work will be performed on the grave.

11.4 Plantings and adornments which do not exceed the height of the monument or marker, within one foot of the base or face of the monument or marker shall be permitted in non-lawn areas. The Cemetery shall not be responsible for damage done by any person to the plantings and adornments. The Cemetery shall not be responsible to maintain or preserve the planting. If the plantings are not maintained or are unsightly, the Cemetery shall remove the plantings at the expense of the interment space owner.

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11.5 Fences or enclosures are not permitted in any section of the Cemetery.

11.6 Flowers may be placed on the interment space in conjunction with the funeral service and will be removed within one week of their placement.

11.7 No glass containers are permitted in the Cemetery. Flags are permitted only at the head of interment spaces and can be no higher than three feet. Vigil lights shall be permitted only in non-lawn areas. The Cemetery shall not be responsible for damage to or removal of vigil lights.

11.8 Exceptions to the foregoing regulations are as follows:

Palm Sunday: Palms shall be permitted.

Easter, Mother's Day, Memorial Day and Father's Day: Potted plants are permitted.

Christmas: Christmas blankets are permitted.

11.9 For the purpose of performing work in any part of the Cemetery or lot, or part thereof, or on any grave or crypt including, but not limited to, making excavations for any purpose, the Cemetery reserves the right to enter upon and temporarily use any adjoining plot, lot, grave, or crypt, included but not limited to the right to place thereon such tools, derricks and/or materials as may be necessary to perform said work.

11.10 If, in order to perform any work, the Cemetery deems it necessary to remove existing tables, chairs, hedges, shrubs, posts, bars, corner markers, entrance sills, enclosures or parts of enclosures, or any ornamentation or embellishment, it may remove and dispose of the same without any liability and without responsibility for the replacement or cost of replacement thereof. Once the above items have been removed, the same may not be reinstalled and will be held for a period of thirty (30) days for the lot owner to claim. If they are not claimed within the thirty (30) days, the Cemetery has the right to dispose of them.

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12.0 GENERAL PROVISIONS

12.1 Only persons having Cemetery business or visitors shall be permitted in the Cemetery. Persons under the age of 18 must be accompanied by an adult. All other persons shall be considered trespassers. Trespassers shall be prosecuted by the Cemetery. Visitation hours shall be as follows:

Cemetery: 8:30 a.m. to 5:00 p.m. daily

Business Offices: Monday through Friday

Rosedale 8:30 a.m. to 4:30 p.m.

Rosehill 9:00 a.m. to 4:00 p.m.

Saturday

Rosedale 9:00 a.m. to 12:30 p.m.

Rosehill 9:00 a.m. to 12:30 p.m.

Offices closed on Sunday

Columbarium: Monday through Friday

8:30 a.m. to 4:30 p.m.

Saturday

8:30 a.m. to 3:30 p.m.

Sunday

2:00 p.m. to 4:00 p.m.

Crematory: Monday through Friday

8:00 a.m. to 4:30 p.m.

Saturday

8:00 a.m. to 3:30 p.m.

Closed on Sunday

12.2 The Cemetery, in its sole discretion, shall have the right to prohibit the possession or consumption of any food or beverage in the Cemetery whenever such possession or consumption shall constitute a health hazard, a nuisance, or a detriment to the operation of the Cemetery.

12.3 CONDUCT ADVERSE TO THE PURPOSE OF THE CEMETERY The Cemetery has the right to prohibit any conduct which in the discretion of the Cemetery is adverse to or inconsistent with the operation and purpose of the Cemetery. Such conduct which is prohibited includes, but is not limited to, the following: open fires, barbecuing, burning of materials, the possession and use of weapons, and the consumption of any alcoholic beverage.

12.4 TRAFFIC The speed limit for all vehicles using the Cemetery shall be 15 miles per hour. Only vehicles registered in accordance with applicable laws shall be permitted in the Cemetery. All vehicles shall be operated in accordance with the laws of New Jersey. Parking of vehicles shall occur only in designated parking areas or in such manner which shall not impede the free flow of traffic.

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12.5 PETS No pets are permitted in the Cemetery.

12.6 SOLICITATION OF SALES The solicitation in the Cemetery of sales of any item or thing is prohibited.

12.7 NO LIABILITY The Cemetery is not liable for stolen or damaged personal property.

12.8 FUNERAL DIRECTOR The funeral director shall maintain order in the Cemetery during funeral services. The funeral director shall provide all information requested by the Cemetery relating to interment, disinterment, heirship, and

authorization. The funeral director shall act as a liaison between the lot owner, person in charge of the interment or disinterment, and the Cemetery, and as such, shall be considered as the agent of the lot owner or authorized person at all times.

12.9 **RIGHT OF AMENDMENT** The Board of Directors reserves the right to change or amend these Rules and Regulations at any time and such changes shall be binding upon all lot owners without formal notice of such change or amendment.

12.10 If flowers purchased and placed by the Cemetery are reported missing within 10 days of their placement, they will be replaced by the Cemetery.

12.11 If a Funeral Home is indebted to the Cemetery, the Cemetery has the right to refuse performing any burials handled by that Funeral Home until the debts are paid.

12.12 If the family pays the Cemetery directly for an at-need grave or opening charge, the Cemetery will only accept a certified check, money order or bank check.

12.13 The placement of temporary markers is solely the responsibility of the family. The Cemetery is not responsible if temporary markers are stolen, damaged or misplaced. All temporary markers must have the location of the interment space indicated on them. Only temporary markers that are flush to the ground will be permitted in Memorial Park Sections. Any embellishment or adornment with the name of the deceased on it will be considered a temporary marker and may be removed by the Cemetery 6 months after the latest interment in the grave.

12.14 The Cemetery has the right to impose additional charges upon the lot owner for the care and maintenance of specific interment spaces.

12.15 The Cemetery makes no guarantee that it will provide any services during times that require overtime charges.

12.16 By purchasing an interment space at Rosedale and Rosehill Cemetery Association, the purchaser shall authorize the public disclosure of the name of the decedent of the interment space and location on the Cemetery's website.

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13.0 MEMORIALIZATION REGULATIONS

13.1 A memorial shall be defined as a grave marker, monument, sarcophagus, ledger, private mausoleum or other private structure used for memorializing the dead.

13.2 **CHARACTERISTICS:** The cemetery has the right to determine the material, color, size, and the degree of uniformity of all memorials.

13.3 **AUTHORIZATION:** The installation or the alteration of a memorial will not be permitted until Memorial Application RR-401 along with the correct charges have been submitted and approved by the Cemetery. All outstanding cemetery charges, purchase price, perpetual care or maintenance and preservation or annual care charges, liens or

assessments must be paid in full prior to review of the Memorial Application.

13.4 FOOTING/FOUNDATION: A footing and/or foundation will be installed by the Cemetery for all memorials. The size, type, method of construction and materials used shall be determined by the Cemetery. Any planting or embellishment that interferes with the installation of the foundation will be removed without any liability to the Cemetery.

13.5 LIABILITY: The Cemetery reserves the right to install flush markers. The Cemetery shall not install upright memorials. The person who installs upright memorials shall be responsible for locating and positioning the memorials, as well as all damage done to the memorials and adjacent area during the installation process.

13.6 In no event shall the Cemetery be liable for the location or position of the memorial, or damage done to it. The Cemetery will not be responsible for the accuracy of any names, dates or position of either on monumentation.

13.7 The memorial is the personal property of the Lot Owner and insurance should be obtained for its protection.

13.8 Recent interments will require a six (6) month waiting period for the installation of a foundation or footing. Installations of foundations or footings are subject to weather conditions and are at the discretion of the Cemetery.

13.9 Ceramic and porcelain pictures will not be permitted on memorials.

13.10 Flat black granite memorials are not permitted.

13.11 Etchings are not permitted on flat granite memorials.

13.12 A liability waiver shall be obtained from a Lot Owner prior to the setting of any upright black granite monument. The Cemetery shall not be responsible for any damage that occurs to any black granite monument.

13.13 The Cemetery will not accept the delivery of any memorials from a common carrier.

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13.14 INSTALLATION REGULATIONS:

a - A setting pass must be obtained at the Cemetery office for any work requiring an application. The setting pass must be obtained prior to the work being performed and the work must be completed on the day the setting pass is received.

b - The company submitting a memorial application will be held responsible for the actions of any agents it hires to perform the work.

c - Setting vehicles are not permitted off the paved road into any section.

d - No work related to memorials shall take place in the vicinity of an interment service.

e - The Memorial Setter is responsible for restoring the setting area to its original condition. All debris must be removed from the cemetery.

f - Memorials that do not conform with the Memorial Application will be removed by

- the Cemetery and will remain in storage until all payments or fines are paid.
- g - Memorials shall not be removed from the Cemetery by the Monument dealer without prior written authorization by the Lot Owner or a court order filed with the Cemetery.
- h - In the event that rigging equipment is necessary to set a memorial, a pre-installation conference with the Cemetery is required. This conference will review equipment, routing, setting procedure and storage, if necessary.
- i - Any work requiring an application that is done without obtaining a setting pass will result in an additional fee charged by the Cemetery to the memorial dealer.
- j - Monuments may be set Monday thru Friday 9:00 A.M. to 3:00 P.M. Monuments may not be set on Cemetery Holidays or during adverse weather conditions. If in doubt...call the Cemetery office.

13.15 ROSEHILL CEMETERY

A- Sizes of stones

Sections 33,34,43,44,46,47

2 Grave Lot: Base 3'6" to 4'2" x 1'0" to 1'2"
Die 3'0" to 3'10" x 0'8" to 0'10"

3 Grave Lot: Base 3'6" to 6'0" x 1'0" to 1'4"
Die 3'0" to 5'6" x 0'8" to 0'10"

Height for base and die allowed up to 4'

Section 36A: MONOLITH ONLY

Die 1'8" to 2'10" x 0'8" to 0'10"
Hgt. 2'6" to 3'0"

Section 34 (Single), 39, 47, 47A: Monuments can be no larger than the dimensions for 2 grave lots. Single grave markers can follow same rules as Section 29.

Section 49,50,51,52: MONOLITH ONLY

Die 1'8" to 2'4" x 0'8" to 0'10"
Hgt. 2'6" to 3'0"

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Section 37, 38, 48, 53, 54, 55: MONOLITH, SLANT MARKER, FLAT GRANITE MARKER

Maximum Sizes Permitted - Height 3'0"
Length 1'8" to 2'4"
Width 0'8" to 1'0"

Section 38B, 50B, 71 Lot 9B, 72B, 77B: MONOLITH ONLY BABY GRAVES

Die 1'8" x 0'8"
Hgt. 2'0"

Sections 63,64 (Chinese sections): MONOLITH ONLY

Die 1'8" x 0'8"
Hgt. 2'6"

2 Grave Lot Die 4'0" x 0'10"
Hgt. 2'6"

All Non Title Sections: FLAT MARKERS ONLY

Die 2'0" x 1'0" x 0'4"

Section 29, 44A, 45A, 46S, 57A, 64 Coptic, 65, 71: Adult Lots

Base 1'8" to 2'10" x 1'0" to 1'2"

Die 1'4" to 2'6" x 0'8" to 0'10"

Height of base and die not to exceed 4'

Slant Face Marker dimensions allowed in the sections

Die 2'0" to 2'10" x 1'0" x 1'2"

Flat Marker dimensions allowed in the above sections

Die 2'0" x 1'0" x 0'4"

ALL OTHER SINGLE GRAVE SECTIONS:

Base 1'8" to 2'10" x 1'0" to 1'2"

Die 1'4" to 2'8" x 0'8" to 0'10"

Height for base and die not to exceed 4'0"

Slant Face Markers

Die 2'0" to 2'10" x 1'0" to 1'2"

Height for base and die not to exceed 4'0"

Flat Markers

Die 2'0" x 1'0" x 0'4"

Sections 64, 72 (Islamic Sections):

Monolith Die 1'8" to 2'0" x 0'8" to 0'10"
Hgt. 2'0" to 2'6"

Slant Face Marker Die 2'0" x 1'0" x 1'0"

Flat Marker Die 2'0" x 1'0" x 0'4"

Polished front and back, rough sides and top

B - Other Rosehill Regulations

1 - Only granite markers are allowed.

2 - All 2' x 1' slant face markers are allowed in all sections except the following: 33, 34, 36A, 43, 44, 46, 47, 49, 50, 51, 52, 63, 64, Chinese, Non Title, and Sec. 71 lot 9B, 72B.

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3 - Location markings must be on all granite monuments. Section, lot, tier/row and grave numbers in 3/4 inch lettering must be legibly engraved on the lower right front of the die.

4 - All foot markers must be 2'0" x 1'0" x 0'4" flat.

5- Section 34Vets may only have a 2'x1' flat granite marker.

6- Foundation in NT sections will not be poured for one year from date of interment.

C - Abbreviations

Example: 63-3-1

Special Section Abbreviations

34-Veterans – 34VETS

38-Baby – 38B

50-Baby – 50B

63-Temple Quan Sing – 63TQS

63-Tung Fong - 63TF

63-Wen Chow - 63WC

53-Child – 53C
63-Chinese – 63CH
63-Fay Chow - 63FC
63-Fook Hong - 63FH
63-Hainan - 63HA
63-Hoksan - 63HS
63-Hong Kong – 63 HK
63-Hong Luck - 63HL
63-Ping An – 63PA
63-Tai Look - 63TL

64-Coptic Church - 64CC
64-Islamic - 64I
64-Tsung Tsin - 64TT
67A-Non-title – 67ANT
72-Baby - 72B
72-Islamic - 72I
72-Non-title - 72NT
72-True Church of God - 72TC
77-Baby – 77B

13.16 ROSEDALE CEMETERY

A - Size of stones permitted

Single Adult Grave: Base 2'4" x 1'0" x 0'10"
Die 2'0" x 0'8"

Two Grave Lot: Base From 3'6" to 4'2" x 1'2" to 1'4"
Die From 3'0" to 3'10" x 0'8" to 1'0"

Three Grave Lot: Base From 3'6" to 6'0" x 1'2" to 1'6"
Die From 3'0" to 5'6" x 0'8" to 1'0"

ADULT TIER GRAVE: MAXIMUM SIZE: Base or Die: 2'0" x 1'0"
Winans 8 - Monolith Only:
Die From 1'8" to 2'4" x 0'8" to 0'10"
Height From 2'6" to 3'0" only

Trinity 1, 2, 3 & 5 – Monuments can be no larger than the dimensions for
2 grave lots. Single grave markers can follow same rules
as Single Adult Grave.

CHILD TIER GRAVES: MAXIMUM SIZE: Base or Die: 1'8" x 0'8"

Sunnyside At-Need (For Cremated Remains) – 1'8" x 0'8" x 3'0"

No monument to exceed four (4) feet in height including the base.

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B - Abbreviations

Ascension - ASC	Rosedale - RO
Angels Way - AW	St. Nicholas #1 – SN-1
Baby Rest - BR	St. Nicholas #2 - SN-2
Breidt Circle - BC	Schreiber Triangle -ST
Calvary - CA	Soldiers Circle - SC
Coptic Church - CC	Sunnyside - S
Elmwood - EM	Sunnyside-1,2,3,4,5 - S-1
Harvey Triangle - HT S-2, S-3, S-4, S-5	Sunnyside PNC - SP
Hillside - HL	Trinity 1, 2, 3, 5 – TR-1, TR-2, TR-3,
Lavoie Circle - LC	TR-5
Linrose - LR	Villa Palmeras – VP
Meadow Crest - MC	Wilbur - WB
Midvale - MV	Willow - WL
Otis - OT	Winans 1, etc - WI-1, WI-2, WI-3,
Pilgrim Chapel - WPIL	WI-4, WI-5, etc.
Primitive Church - WPRM	

Redemption - RD

NON-TITLE SECTIONS - Flat granite markers must have a small NT after the section abbreviation Example: WI-4 NT-1-46 - this would be the correct location marking for Winans-4 Non Title, Tier 1, Grave 46.

CHINESE SECTIONS

- | | |
|---|---------------------------------------|
| China Buddhist - CB | Soo Yuen - SY |
| Chinese Family - CF | Tai Pun Merchants Welfare Assoc. - TP |
| Chinese United Methodist Church - CU | Tai Pun Residents - TP |
| Chung Shan Association - CS | Tai Pun Yook Ying - TPY |
| Greater Chinatown Community Assoc. - GC | Tung On Association - TO |
| San Kiang - SK | Yee Shan Society - YS |

13.17 MEMORIAL PARK

A - Size of Bronzes Permitted

- | | |
|--------------------|----------------------|
| Single Markers | Maximum Size 24 x 14 |
| Double Markers | Maximum Size 24 x 14 |
| Companion Markers | Maximum Size 44 x 14 |
| Baby Grave Markers | Maximum Size 14 x 8 |

B - Size of Granite Markers Permitted

- | | |
|--------------------|----------------------|
| Single Markers | Maximum Size 24 x 14 |
| Double Markers | Maximum Size 28 x 18 |
| Companion Markers | Maximum Size 48 x 18 |
| Baby Grave Markers | Maximum Size 18 x 12 |

C - Other Memorial Park Rules

1 - Only bronze memorials and flat granite markers are permitted in the Memorial Park Sections, unless otherwise stipulated in these rules and regulations. All Flat granite markers must be 4" thick and must have sawn edges.

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2 - Installation of the completed bronze memorials and flat granite markers must be done by the Cemetery.

3 - If granite bases are used, they must be attached to bronze memorials when delivered to the Cemetery and must be a minimum of 4 inches thick and extend 2 inches from side of the bronze. The base must have sawn edges.

4 - Only a Companion Marker may be set to memorialize two graves.

5 - Bronze memorials and flat granite markers must be registered at office.

6 - No bronze memorials will be accepted unless accompanied by the long brass stud installation kits.

7 - Location markings are required on all memorials. Section, Lot, and Grave Number in 1/4 inch lettering centered lower front. Locations markings are

required on flat granite markers in ¾ inch legible lettering centered lower front.

8 - Bronze memorials will not be permitted with vases.

9 - Individual vases flush to the ground may be installed separately directly in front of the memorial.

D- Abbreviations

Babylawn - B	Last Supper - LS
Cedarlawn/Christus - C	Last Supper Gdn. - LSG
Edgelawn - E	Maplelawn - M
Edgelawn Gdn. A - E-A	Maplelawn Baby - MB
Edgelawn Gdn. B - E-B	Maplelawn Gdn. - MG
Edgelawn Gdn. C - E-C	Oaklawn - O
Elmlawn - EL	Oaklawn Gdn. - OG
Good Shepherd - GS	Oaklawn Baby - OB
Gospel - GL	Pinelawn - P
Gospel Formal Gdn. - GLG	Pinelawn Garden A - PGA
	Pinelawn Baby -PB

13.18 LEDGERS

a - New ledgers are not permitted. Ledgers previously contracted for will be governed by the following rules.

b - A granite vault cover (ledger) shall be included as a monumental work and as such shall be governed by the regulations concerning the amount of stonework allowed to be placed on a plot. (Further information will be furnished by Cemetery authorities.) Ledgers placed on pre-need graves or on a grave that will be reopened at a future date will be permitted only if the following conditions are met:

1. Liability release is obtained from family.
2. Arrangements have been made for the removal and replacement of ledger by other than Cemetery.
3. One and one half (1 ½) times the normal foundation charges are paid. A temporary foundation will be placed until after final interment has been made, at which time a permanent foundation will be installed.