

LAKEVIEW  
MEMORIAL  
PARK  
ASSOCIATION

VISITOR'S  
GUIDE

1300 Route 130 North  
P.O. Box 2830  
Cinnaminson, New Jersey 08077

Telephone: 856-829-3553  
Fax: 856-829-6115  
Website: [www.lakeviewmemorialpark.com](http://www.lakeviewmemorialpark.com)

Revised February 10, 2021

## **MISSION STATEMENT**

LAKEVIEW MEMORIAL PARK is a non-profit, non-sectarian garden cemetery offering traditional in-ground graves as well as above-ground crypts and niches in two mausoleums – the Lakeview Mausoleum, Mausoleum of the Apostles, and outside Columbariums. Serving the South Jersey area for over 75 years, the Park has become a well-known landmark with its manicured lawns, charming hills, beautifully-tended gardens, wooded but sunlit slopes, and delightfully-soothing lake.

The Park is one of the most beautiful garden cemeteries to be found anywhere. It was developed by the foremost landscape engineers and mausoleum architects of the country and has been laid out in accordance with the most modern methods of cemetery planning. The Park offers a quiet, serene setting for reflection and meditation when visiting a loved one.

It is the dedicated mission of the Board of Trustees of Lakeview Memorial Park Association that the dignity, solemnity and proprieties due this cemetery be, at all times, religiously safeguarded and maintained.

## **BOARD OF TRUSTEES**

ROBERT J. ENGEL  
JAMES S. MECKEL, JR.  
MARY LOU MONIHAN  
BRADFORD S. SMITH  
DAVID B. STAHL, SR.  
WILLIAM YOUNG

Adopted as of April 15, 2014

# RULES AND REGULATIONS

(Revised as of April 15, 2014)

## Purpose

1. These Rules and Regulations are designed for the use, management, maintenance, and preservation of the Lakeview Memorial Park and for the protection of the rights of the Owners of interment space therein. They also are intended to improve and preserve the Park's serene and natural beauty, to foster a reasonably safe environment for all persons who enter or work within the Park, and to facilitate the maintenance of the Park. The Trustees have tried to adopt Rules and Regulations that are reasonable, fair and safe. Constructive suggestions as to content, implementation, and enforcement of these Rules and Regulations are welcome and compliance with these Rules and Regulations is anticipated and will be appreciated.

## Definitions

2. "Adornments" means items placed on or at an interment space on a temporary basis by the Owner of, or Visitor to, such interment space.

3. "Association" means Lakeview Memorial Park Association, a non-profit New Jersey association incorporated under "An Act to Authorize the Incorporation of Rural Cemetery Associations and Regulate Cemeteries" (Revision of 1875, as amended and supplemented) and licensed by the New Jersey Cemetery Board (License #0004).

4. "Contractor" means any person engaged in placing, erecting or repairing any memorial, or performing any work in the Park, other than an employee of the Association.

5. "Cremains" means the recoverable bone fragments and container residue resulting from the process of cremation of human remains.

6. "Crypt" means the interment space in or near a Mausoleum for the placement of human remains.

7. "Entombment" means placement of human remains in a crypt or cremains in a niche.

8. "Grave" means the interment space for underground burial of human remains and/or cremains and includes the portion of the lot containing the grave.

9. "Human remains" means a body, or a part of a body, of a deceased human being.

10. "Interment" means the underground burial of human remains or cremains in a grave and, at times, also means and includes entombment of human remains or cremains.

11. "Interment space" means the space within a grave, crypt or niche intended for the interment or entombment of human remains and/or cremains.

12. "Lot" means the area of the Park containing a grave or graves; a lot generally contains two or more graves.

13. "Manager" means the person or persons (if any) duly appointed by the Trustees to supervise the day-to-day operations of the Park and to enforce these Rules and Regulations.

14. "Mausoleums" means any permanent building or structure (such as a mausoleum or a columbarium) in the Park containing crypts and/or niches and shall include (without limitation) the Lakeview Mausoleum and the Mausoleum of the Apostles.

15. "Maintenance and preservation" means all activities of the Association which further the care and upkeep of the entire Park, including maintenance, preservation, continual care, and repair of the grounds (including, but not limited to the graves and lots), lakes, streams, dams, drains, water lines, roads, fences, buildings and other structures (including by not limited to the Mausoleums and the Office) to the extent of the income of the M&P Fund, but does not include providing specific care to individual graves, lots, crypts or niches.

16. "M&P Fund" means the Maintenance and Preservation Trust Fund required to be established by the Association pursuant to the New Jersey Cemetery Laws.

17. "Memorial" means any marker and its base located at or on a grave, crypt or niche, or on a container of cremains, for the purpose of identification of, or in memory of, a deceased human being (and does not include adornments).

18. "New Jersey Cemetery Laws" means all statutes, codes, rules, and regulations enacted by the State of New Jersey or the New Jersey Cemetery Board including, but not limited to, the New Jersey Cemetery Act, 2003 (N.J.S.A. §§45:27-1, et. seq.) and the Cemeteries Chapter of the New Jersey Administrative Code (N.J.A.C. 13:44J-1, et seq.), as amended from time to time.

19. "Niche" means the interment space in or outside of a Mausoleum for placement of cremains.

20. "Office" means the business office of the Association located in the Park.

21. "Officers" means the duly elected and authorized officers of the Association.

22. "Owner" means the owner of an interment space. To the extent that there are two or more co-owners of an interment space, the Association may rely on the direction of a co-Owner.

23. "Park" means the grounds (including, but not limited to the graves and lots), lakes, streams, dams, drains, water lines, roads, fences, buildings and other structures (including but not limited to the Mausoleums, Columbariums and the Office) located within and that are part of the garden cemetery known as Lakeview Memorial Park.

24. "Person" means an individual, corporation, partnership, association or any other public or private entity.

25. "Transfer" or "transferred" means sale, gift, assignment, conveyance, devise, bequeath, pledge or hypothecation of an interment space.

26. "Trustees" means the duly elected Board of Trustees of the Association.

27. "Vault" means a prefabricated outer burial case, designed to be installed in the ground to receive one or more burials of human remains or cremains, and not part of the Mausoleums or any other building or structure.

28. "Visitor" means any person who legally enters the Park for the purpose of visiting the burial place of a deceased human being or otherwise.

### **Supervision of the Park**

29. The Association, by and through its Trustees and Officers, shall be responsible for: (a) all of the rights, duties, and obligations of the Association set forth in these Rules and Regulations; (b) the supervision, management, maintenance and preservation of the Park; (c) the books and records relating to ownership and location of interment space and placement of human remains and cremains; and (d) the business and affairs of the Association. The Trustees may appoint a Manager, whose responsibilities include (but are not necessarily limited to) the supervision of the day-to-day operations of the Park and the enforcement of these Rules and Regulations.

30. These Rules and Regulations have been adopted as the rules and regulations of the Park, and all Owners of interment space, Visitors and Contractors shall be subject to these Rules and Regulations, amendments or alterations as shall be adopted (from time to time) by the Trustees. These Rules and Regulations have been adopted pursuant to and in accordance with the New Jersey Cemetery Laws and, to the extent that they are inconsistent with the New Jersey Cemetery Laws, the New Jersey Cemetery Laws shall control.

31. Copies of these Rules and Regulations are available in the Office, and all current charges are posted in the Office.

32. The Trustees expressly reserve the right, at any time and without notice to Owners, to adopt new Rules and Regulations, or to amend, modify, revise, alter or repeal any rule or regulation in these Rules and Regulations.

33. The Association reserves the right to compel all Owners, Visitors, Contractors, and other persons entering the Park to obey all Rules and Regulations adopted by the Trustees.

34. The Association shall take reasonable precaution to protect the interment space of, and Memorials placed on such interment space by, Owners from loss or damage within the Park. The Association, as well as the Trustees, the Officers, and the Manager, are not, however, responsible for theft or damage to Memorials, adornments, or any other object placed on graves or lots, in or near the Mausoleums, or in the Park and distinctly disclaim all responsibility for loss or damage from causes beyond their reasonable control and, especially, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, invasion, insurrections, riots, or order of any military or civil authority, as well as unavoidable accidents or general negligence of its employees, whether the damage be direct or collateral, other than as herein provided. Further, to the extent that any flowers, plants, wreaths, blankets, landscaping materials, furniture, adornments or any other object is placed on or at an interment space or in the Park in violation of these Rules and Regulations, the Association reserves the right to remove such objects, the Owner or Visitor forfeits all right, title and interest therein, and the Association may dispose of the objects at its sole discretion.

35. The Association, by and through its Trustees, Officers, and Manager, shall have the right to correct any errors that may be made by them, either in making interments, entombments, disinterments, or in the transfer of interment space by: (a) substituting and conveying in lieu thereof other interment space of equal value and similar location as far as possible, or as may be selected by the Association; or (b) by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment or entombment of human remains or cremains in a grave, crypt or niche, the Association shall have the right to remove and transfer such remains so interred or entombed to another grave, crypt or niche of equal value and similar location as may be substituted and conveyed in lieu thereof. The Association shall also have the right to correct any errors made by placing an improper inscription or description on a Memorial, including an incorrect name or date. Such rights and remedies are at the sole discretion of the Association.

36. The Association expressly reserves the right to (a) enlarge, reduce, replat or change the boundaries or grading of the Park or of a section or sections, including the right to modify or change the locations of or any part thereof; (b) remove or regrade buildings, roads, drives and walks; (c) lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, lakes, streams, etc.; (d) use property within the Park, not sold to any Owner as interment space including preparing for, and interring or entombing, a deceased human being, or for anything necessary, incidental or convenient thereto. The Association also reserves for itself and for Owners and Visitors a perpetual right of ingress and egress over graves and lots for the purpose of passage to and from other graves and lots.

### **General Regulations**

37. All persons are welcome to enter the Park but they are required to enter and leave the Park by the public gates. The gates to the Park open at 7:00 a.m. and are closed at dusk. The doors to the Mausoleums are always locked. A key to the Mausoleum will be provided to the Owner of interment space in such Mausoleum but the Owner's key will only open the doors to the Mausoleum between 7:00 a.m. and dusk. During the Office's normal business hours, Visitors and Contractors may obtain a key from the Office to enter a Mausoleum and are required to promptly return the key after they leave the Mausoleum. Any person found on the grounds or in the Mausoleums after these closing times will be considered a trespasser and may be prosecuted.

38. The speed limit in the Park is 15 miles per hour; driving over this speed limit or driving off the designated roads is prohibited.

39. Fresh cut flowers are welcome on graves, but are not permitted on the crypts or niches in the Mausoleums. The Association reserves the right to remove such flowers and the holders containing the flowers when they become unsightly. Although the Owner or Visitor forfeits all right, title and interest in the holders and the Association may dispose of them at its sole discretion, the Association generally makes the holders available for reuse by any person. Containers of recycled holders are located throughout the Park.

40. Artificial flowers are welcome on crypts or niches in or near the Mausoleums. Attention should be given, however, to the following:

- Be extremely careful in selecting artificial flowers. Some types contain dye in the flowers or ribbons which can run and deface the front of a crypt or niche and possibly those below.
- Do not use flower arrangements that are too high or too bulky for the crypt or niche vase. These not only tend to obscure the engraving but may make the vase top heavy, causing it to tip over.
- Do not use sand, gravel, etc. in a crypt or niche vase to hold flowers in place. The use of styrofoam is suggested.
- Do not use wire to fasten flower arrangements to a vase. Wire rusts and can stain crypt and niche fronts.
- No pictures, flags, decals or items of a similar nature may be taped or wired to a crypt or niche front.

The Association reserves the right to remove flowers and any other types of adornments when and if they are unsightly. The Owner or Visitor forfeits all right, title and interest in such flowers or adornments and the Association may dispose of them at its sole discretion.

41. Potted flowers or plants, wreaths, baskets of flowers, and other seasonal adornments are welcome on graves on or around Easter Sunday, Mother's Day, Father's Day, Memorial Day, Veterans' Day, and Christmas, but are not permitted on the crypts or niches in or near the Mausoleums. The potted flowers or plants, wreaths, baskets of flowers and other seasonal adornments will be removed ten (10) days after these special days and the Owner or Visitor forfeits all right, title and interest therein and the Association may dispose of them at its sole discretion.

42. Winter wreaths and/or evergreen blankets are welcome on graves during the period from December 1 through January 25, but are not permitted on the crypts or niches in or near the Mausoleums. The winter wreaths and evergreen blankets shall be removed on or after January 25 or when they become unsightly and the Owner or Visitor forfeits all right, title and interest therein and the Association may dispose of them at its sole discretion..

43. The following are strictly prohibited in the Park, except with the express prior written approval of the Association that has been obtained after the effective date of these revised Rules and Regulations. Further, to the extent that such approval was obtained before the effective date of these revised Rules and Regulations (through, for example, the "red flag" program), such approval is hereby rescinded and revoked.

- Balloons, bird houses, candles, vigil lights, toys, stuffed animals, statutes, temporary markers, decorative flags, glassware, sprinkling cans, trellises, wind chimes, boxes, receptacles, or any other adornment similar in nature.
- Stones, shells, wood chips or any other similar landscaping material similar in nature.
- Any type of bench, chair or other similar furniture, except those benches specifically approved by the Association.
- Digging of holes for any purpose whatsoever.
- Planting of any plant, bush, shrub or tree of any kind on lots and graves.
- Enclosures of any kind (such as a fence, coping hedge, or ditch) around any grave.
- Grave mounds; no grave shall be raised above the established grade.
- Dogs, cats or any other domestic animal.
- Bicycles, scooters, rollerblades, skateboards, or any thing similar in nature.

- Food (such as picnic lunches) and any type of intoxicating liquors.
- Profane or boisterous language that may in any way disturb the quiet and serenity of the Park.
- Marring any Memorial or taping or wiring any picture, flag, decal or items of a similar nature to any Memorial.
- Defacing anything within the Park.
- Removing or disturbing anything within the Park without the permission of the Owner of the interment space.
- Hunting, fishing, feeding or otherwise disturbing the fish, fowl, squirrels, or other animals in or about the Park.
- Picking, plucking or removing any plant or flower, either wild or cultivated, from any part of the Park or breaking or injuring of any tree or shrub within the Park.

44. The Association reserves the right to remove any fresh cut flowers, artificial flowers, potted flowers or plants, wreaths, baskets of flowers, blankets, landscaping materials, furniture, adornments or any other object placed on or at an interment space or in the Park in violation of these Rules and Regulations or if (a) such removal is necessary to facilitate the maintenance of the Park, (b) there is a risk that such object may be picked up and hurled by a mower blade, or (c) such removal is in the best interest of the Park. Further, the Owner or Visitor forfeits all right, title and interest therein and the Association may dispose of them at its sole discretion.

45. No person or persons shall be permitted to bring or carry fire arms within the Park except an on-duty law enforcement officer, an authorized employee of the Association, or a military guard of honor (and then only when in charge of a military officer and during a military service).

46. No money shall be paid to any Officer or employee of the Association; the entire time of such persons regularly employed to perform duties in the Park belongs to the Association. Owners and Visitors must not request such persons to perform any specific task for their benefit or otherwise engage them. All orders, inquiries and complaints must be directed to the Office.

47. All Owners, Visitors, and Contractors are reminded that the grounds are sacredly devoted to the burial of the human beings. Thus, it is of utmost importance that there should be a strict observance of all the proprieties due the place, whether or not embraced in the foregoing Rules and Regulations or New Jersey Cemetery Laws. All persons are welcome to inform the Association of any breach of proper decorum that may come to their attention.

48. Special cases may arise in which the literal enforcement of a Rule or Regulation may impose unnecessary hardship. The Association, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable. However, such exceptions, suspensions or modifications shall be temporary in nature and shall not constitute a waiver of the enforceability of these Rules and Regulations at any other time or be construed as affecting the general application of the Rules and Regulations. Further, to the extent that an exception, suspension or modification of the Rules and Regulations was obtained before the effective date of these revised Rules and Regulations (through, for example, the "red flag" program), such approval is hereby rescinded and revoked.

### **Transfer of Interment Space**

49. Interment space may only be transferred for the inurnment, entombment or burial of human remains or cremains. Each Owner is vested with the ownership of his or her interment space for this sole purpose and use of interment space for any purpose or in any other manner is prohibited.

50. No interment space or contracts for the purchase of interment space may be transferred without the written approval of the Association. Any and all transfers of interment space, whether by direct conveyance or by contracts for the transfer of such rights, are subject to the Rules and Regulations of the Park, the By-Laws of the Association, and the New Jersey Cemetery Laws which are in force and effect at the time of such transfer or which may be enacted, amended, or modified thereafter. This provision applies to all transfers, whether made directly by the Association or by an Owner.

51. All agreements for the sale or transfer of interment space by the Association must be on the form approved by the Association and signed by the Association. All terms and conditions for the sale of interment space shall be recited in the sales contract and there are no conditions or representations other than those contained in such sales contract. In particular, any verbal agreement or representation made in connection with the sale of interment space will not be recognized by the Association and is not enforceable.

52. The transfer of interment space by any Owner shall not be binding upon the Association unless approved by the Association through the process of the reconveyance of the interment space to the Association and the reissuance of a new deed by the Association to the new Owner. The same rule shall apply in all cases of assignment of a sales contract for interment space. This procedure is required in order that the Association may at all times have a complete and accurate record of all Owners.

53. The Association may refuse to consent to the transfer of interment space if there is any indebtedness due to the Association and/or the M&P Fund from the Owner pursuant to the books and records of the Association. All transfers shall be subject to a charge for each deed and/or transaction handled, which charge must be paid to the Association before the transfer is made. All interested parties must come in person to the Office for a transfer to be effectuated.

54. The subdivision or subleasing of interment space is not allowed without the consent of the Association and no one shall be buried in any grave or lot not having an interest in the interment space therein, except by written consent of the Association, the Owner, and all other parties who may have an interest in interment space.

55. The Association may exchange interment space when requested by Owners, but not for interment space of lesser value. When such an exchange is made, the original deed for such interment space must be surrendered to the Office by proper assignment, or by reconveyance (if necessary) before any exchange will be made.

56. No conditional or partial transfer of interment space, and no transfer of an undivided interest of interment space, is permitted, except to a person or persons who are already co-Owners, in that the Association is not, and cannot be, responsible for the carrying out of the intent of the grantor.

57. The Owner of interment space may transfer such space by will if it is identified specifically in the will rather than by a residuary clause or general reference to real property. Otherwise, or if an Owner dies intestate, the interment space will descend pursuant to and in accordance with the New Jersey Cemetery Laws (e.g., first, to the surviving spouse and the Owner's children (per stirpes) as equal tenants in common).

58. The Association is permitted to reclaim interment space under specific conditions as set forth in, and in accordance with, the New Jersey Cemetery Laws.

59. Certain fees and charges are required to be collected by the Association and deposited into the M&P Fund pursuant to, and in accordance with, the New Jersey Cemetery Laws. At the time of the publication of these Rules and Regulations, the Association is required to, and shall, collect the following fees and charges (which are subject to change). The Association currently includes these charges in its total sales prices:

- (a) on the initial sale by the Association of interment space in a grave or lot, a sum equal to a minimum of 15% of the initial gross sales price of such interment space;
- (b) on the initial sale by the Association of interment space in a crypt or niche located in or near the Mausoleums throughout the park, a sum equal to a minimum of 10% of the initial gross sales price of such interment space;
- (c) on the transfer of interment space in a grave or lot, a sum equal to a minimum of 15% of the gross sales price of the interment space in each grave or lot, less any amounts previously paid into the M&P Fund in connection with the prior sale and/or transfer of such interment space;
- (d) on the transfer of interment space in a crypt or niche located in or near the Mausoleums, a sum equal to a minimum of 15% of the gross sales price of the interment space in each crypt or niche, less any amounts previously paid into the M&P Fund in connection with the prior sale and/or transfer of such interment space;
- (e) for each interment, a sum equal to a minimum of 3% of the charge for interment or \$20, whichever is more;

- (f) for a Memorial placed on a grave, a sum equal to a minimum of 10% of the charge for installation of the Memorial or \$20, whichever is more.

For purposes of calculating the amount to be collected in subparagraphs (c) and (d) above, the gross sales price shall be deemed to be the higher of (a) the price set forth in an affidavit relating to the transfer executed by the seller and the purchaser or (b) the initial gross sales price charged by the Association for similar interment space in existence at the time of the transfer. The Association is not required to collect any fees or charges for the transfer of interment space (as set forth in subparagraphs (c) and (d) above) to the Association or to the next of kin.

### **Interment/Funeral Charges and Regulations**

60. Interment and funeral arrangements shall be made by the person appointed by the decedent, or designated by the New Jersey Cemetery Laws (e.g., the surviving spouse or majority of surviving adult children), to control such arrangements or a funeral director authorized to act on such person's behalf. The grave, crypt or niche must be located by the Owner of the interment space or a representative thereof; assistance in this regard may be requested at the Office.

61. All interment and funeral service charges (including the opening and closing charges for a grave, crypt or niche) are posted at the Office and are payable in advance. No interment shall be made until the following are paid in full: (a) funeral, interment and any other service charges; (b) the purchase price for the interment space being used; and (c) amounts to be collected by the Association for the M&P Fund.

62. Orders for a grave, crypt or niche opening must be made at least two business/working days in advance of interment (excluding Saturday, Sunday, and holidays).

63. No interments will be made on Sundays or Christmas Day. Exceptions to this rule will be made only in cases of death from a contagious disease or when approved by the Association.

64. A signed interment order and a burial permit are required for interment. All openings and closings of graves, crypts, and niches, and all interments shall be made by the Association.

65. Funerals shall be subject to the direction of the Association after entering the gates of the Park.

66. Two cremains may be buried in one grave. In certain areas of the Park and under certain circumstances as set forth in the New Jersey Cemetery Laws, two human remains may be buried in one grave. Two human remains may be placed in a companion crypt specifically designed to hold two remains.

67. Only concrete, metal, or fiberglass vaults approved by the Park are permitted to be used.

68. Funeral flowers, holders, containers, baskets and easels may be removed on the fifth day after the funeral and may be disposed of at the Association's sole discretion.

69. The Association may, at its sole discretion, temporarily store human remains or cremains in its receiving vault, subject to and in accordance with applicable New Jersey Cemetery Laws. A deposit may be required by the Association in advance of storing such remains in the receiving vault; information as to the amount of the deposit and any other related charges is available in the Office. The length of time human remains or cremains will be permitted to stay in the receiving vault will, in all cases, be determined by the Association and the Association reserves the right to transfer such remains from the receiving vault to the final interment space, whenever it may appear necessary. The Association will notify the funeral establishment that originally arranged for the temporary storage and the next of kin at least seven days before the transfer from the receiving vault. Owners, Visitors, and other persons are not permitted to enter the receiving vault without prior written permission from the Association.

70. Information about disinterment or removal of human remains or cremains from a grave, crypt or niche may be obtained in the Office. In general, the person desiring such disinterment or removal must present a disinterment permit and be authorized in writing to do so by the Owner and the decedent's surviving spouse, adult children, or other next of kin. All openings and closings of graves, lots, crypts, and niches, and all disinterments, removals, or transfers of human remains or cremains from one interment space to another shall be made by the Association. Disinterment permits shall remain on file in the Office.

71. When a removal is made, a steel, concrete, or fiberglass vault must be used for the re-interment if one was not previously used in the initial interment. If a steel, concrete, or fiberglass vault was used in the initial interment and the same is in a removable condition, the charge for removal and transfer of vault must be paid in advance to the supplier of the vault. Arrangements for the vault removal must be made by someone other than the Association. The service charge for the removal and transfer of human remains or cremains shall be in accordance with prices posted at the Office and are payable in advance.

### **Memorials**

72. The Association has adopted regulations relating to the size, form, color, class, composition, material, construction, inscription and placement of all Memorials within the Park in order to maintain uniformity among the Memorials. Most, but not all, of these regulations are set forth herein. The approval of the Association is required before a Memorial is ordered to insure that it complies with the Association's regulations.

73. The type of Memorial to be placed at a crypt or niche in the Mausoleum has already been selected by the Association (in connection with the construction of the Mausoleum). The Association is responsible for the ordering of, the delivery and installation of, and the cost of the basic inscription on, a Memorial placed at a crypt or niche in or near the Mausoleums, with the exception that the Owner is responsible for the cost of any picture, emblem, or other object placed on the Memorial. The approval of the Owner and the Association is required with respect to the inscription of the Memorial and the approval of the Association is required before any picture, emblem, or other object may be placed at any crypt or niche.

74. The type of Memorials to be placed on a grave shall consist of a flat bronze or granite marker on a pre-cast concrete or granite base that provides a minimum border of two (2) inches surrounding the marker. The marker and base are set level with the ground. The Owner, not the Association, is responsible for the ordering, the delivery, and cost of the marker and base. The Owner, or any one duly authorized to act for or on behalf of an Owner, must obtain written approval of size, design, background, lettering style, and inscription of a marker and its base from the Association before ordering any marker or base.

75. The markers placed on graves must meet the following specifications:

- (a) The size of a standard single grave marker shall be approximately 14 x 24 inches. The size of a standard double grave marker shall be approximately 14 x 44 inches in size; only a double marker may be set to embrace two or more graves. The size of a single cremains marker, and a marker in the section of the Park specifically designed for the interment of babies, shall be approximately 6 x 6 inches in size; double markers are not permitted for cremains.
- (b) Only one family name is permitted on each marker, unless approved in writing by the Association at the time of the sale of the interment space.
- (c) All markers (and bases therefore) shall be set on uniform lines as prescribed by the Association, to conform to the general plan of the Park.
- (d) Each bronze marker shall be true, free from all weakening defects of any character, and also free from minor defects and imperfections which would be visible from a distance of three (3) feet.
- (e) All exposed surfaces of a marker shall be smooth. No sand-like roughness will be permitted. No sulphide finished or painted or pigmented lacquer finishes will be permitted on markers.
- (f) All letters, numerals, ornamentation and insignia on a marker must be hand chased, finely buffed and highlighted and must not exceed certain height and other restrictions so that they do not impede the Association's ability to maintain the Park.
- (g) Backgrounds of all markers shall be of sculptured texture per approved sample in Office. Background shall be finished in medium dark statuary bronze color, secured by entirely chemical means through the formation of cuprous oxide and cupric oxide on the background surface.
- (h) Subsurface vases are no longer permitted in the Park.
- (i) Each marker and base shall be cast with integral bosses on the back in locations specified by the Association. These bosses shall be drilled and tapped to receive 3/8" diameter anchor rods of brass or bronze six (6) inches in length, these anchor rods to be supplied to the Association with the required nuts and washers.

76. Each marker shall consist of the following bronze alloy:

|  |            |
|--|------------|
| Not less than.....                           | 87% Copper |
| Not less than.....                           | 5% Tin     |
| Not more than.....                           | 2½% Lead   |
| Not more than .....                          | 5% Zinc    |
| All other elements in total not to exceed 1% |            |

If the Association believes for any reason that any marker which is ordered by anyone for installation in the Park is constructed of an alloy not qualifying under the minimum requirements stated herein, the Association may, at its option, require the person offering such memorial for installation, to furnish an affidavit from the manufacturer containing an analysis of the elements in said memorial.

77. The Association reserves the right to waive the minimum requirements for a Memorial to be placed on a grave if the Memorial is being furnished for a veteran by the federal government. Information about the right of a veteran to obtain a Memorial from the federal government may be obtained at the Office.

78. All orders for the installation of a marker and base must be submitted for approval on work authorization forms provided for that purpose and signed by the Owner of the interment space.

79. All markers and bases shall be installed by the Association. The Association shall assume responsibility for the proper construction of the foundation and the proper installation of such marker and its base; but the Association shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by the Association.

80. The charges for the building of a foundation, the installation of a marker and base, and the M&P Fund relating to a Memorial placed on a grave shall be uniform, are generally computed on the total square inches of the surface area of the base, and are posted in the Office. Where a double marker has been installed, there will be an additional charge for the pre-need side at the time of the installation to cover the cost of its removal and replacement at the time the second burial is made. Also, in the event a marker or base of any unusual or special size or shape is approved by the Association, the Owner shall pay the fair and reasonable cost of the special form required to construct the foundation for such marker and base. No grave Memorial may be installed until all charges have been paid in full.

81. Markers and bases sold by a contractor shall not be removed if there is a default in the payment therefore without written consent of the Owner and the Association. When any marker or base is removed, the foundation must also be removed, and the grave shall be restored to good condition by the Association at the expense of the contractor.

82. Markers or bases removed from other cemeteries, and approved for installation in the Park, must be cleaned thoroughly before being brought into the Park, not after.

83. If any Memorial, or any inscription, picture, emblem or other object placed thereon, shall be determined by the Association to be improper or offensive, or if a Memorial becomes unsafe for any reason, the Association shall have the right to remove, change, or correct same and the Owner of such Memorial forfeits all right, title and interest therein and the Association may dispose of same at its sole discretion.

### **Maintenance and Preservation of the Park**

84. The New Jersey Cemetery Laws provide that each cemetery shall establish an irrevocable trust fund, the income from which shall be expended for the maintenance and preservation of the cemetery. This fund is called the Maintenance and Preservation Fund and is referred to herein as the M&P Fund. The New Jersey Cemetery Laws further provide that certain fees and charges are required to be collected by the cemetery and deposited into the M&P Fund. See paragraph 59 above.

85. The Association has established an M&P Fund pursuant to, and in accordance with, the New Jersey Cemetery Laws. Information about the amount of the M&P Fund is available in the Office. The M&P Fund is deposited and invested in accordance with the New Jersey Cemetery Laws. The income from the M&P Fund shall be used to maintain and preserve the Park. This means that the maintenance and preservation of the Park shall be within the limits permitted by the income derived from the M&P Fund.

86. The Association is responsible for the maintenance and preservation of the Park. Maintenance and preservation of the Park will be done by the employees of the Association under the direction of the Trustees, Officers and/or Manager. No person other than the employees of the Association shall be allowed to perform any type of work whatsoever on any grave, lot, crypt and/or niche within the Park except with the express prior written approval of the Association that has been obtained after the effective date of these revised Rules and Regulations. Further, to the extent that such approval was obtained before the effective date of these revised Rules and Regulations (through, for example, the "red flag" program), such approval is hereby rescinded and revoked.

87. If, and to the extent that, permission is granted to allow a person (other than an employee of the Association) to perform any work whatsoever on any grave, lot, crypt and/or niche within the Park, the work must be performed under the supervision of the Association (and for which a fee may be charged for such supervision).

88. To the extent permitted by, and within the limits of, the income derived from the investment of M&P Fund, the Park will be maintained and preserved by the Association in keeping with a well-preserved memorial park and mausoleum, including but not limited to:

- grading, surveying, landscaping, erecting, and maintaining improvements of any kind or nature;
- planting, sodding, trimming, cutting, or removing of cutting of any and all trees, shrubs, plants, vines, grass, and herbage of any kind;
- trimming grass from the edges of Memorials;
- resetting Memorials flush with the ground if they tilt due to earth settling or because of weather action;
- cleaning, clearing or dredging the lake, any stream, or any other body of water in the Park;
- maintaining the fountains in the lake;
- repairing (but not replacing) Memorials if the damage is caused by the gross negligence of the employees of the Association;
- procuring, maintaining and keeping in reasonable condition the machinery, tools and equipment needed to maintain the Park, and replacing same when necessary; and
- keeping in repair the Mausoleums, drains, water lines, roads, buildings, fences and other structures, including features and embellishments of a general character applicable to the cemetery as a whole or to a particular area and painting, cleaning or otherwise preserving same at reasonable intervals.

89. The Association is not responsible for any special care with respect to an individual grave, lot, crypt, or niche. Requests for any special work may be made at the Office, and any and all charges for the work must be paid in advance of such work.

90. The Association, as well as the Trustees, the Officers, and the Manager, are not responsible for maintenance, preservation, repair, or replacement of any Memorial, or buildings, structures or other property within the Park, when the damage is caused by: (a) vandals, thieves, acts of God, common enemies, riots, or by the order of any military or civil authority, or (b) unavoidable accidents or general negligence of the Association's employees that is beyond the reasonable control of the Association.

91. The Association reserves the right to remove any adornment or other object placed on or at an interment space or in the Park in violation of these Rules and Regulations or if (a) such removal is necessary to facilitate the maintenance of the Park, (b) there is a risk that such object may be picked up and hurled by a mower blade, or (c) such removal is in the best interest of the Park. Further, the Owner or Visitor forfeits all right, title and interest therein and the Association may dispose of them at its sole discretion.