

LONE TREE CEMETERY ASSOCIATION

RULES & REGULATIONS

Amended October 19, 2011

For the mutual protection of every site purchaser these Rules & Regulations are hereby adopted as the Rules & Regulations of Lone Tree Cemetery Association. All holders of interment rights and visitors within the Cemetery shall be subject to said this Cemetery Association shall adopt Rules & Regulations, amendments or alterations as from time to time. The reference to these Rules & Regulations in the Sales Contract shall have the same force and effect as if set forth in full therein.

SECTION 1 – DEFINITIONS

1A) TERMS DEFINED: The terms used throughout these Rules & Regulations shall have the same meaning as said terms are defined in the California Health and Safety Code.

1B) MEMORIAL DEFINED: The term “memorial” shall include a monument, marker, tablet, headstone, private mausoleum, or tomb for family or individual use, tombstone, coping, lot enclosure, surface burial vault, urn, crypt, and niche plates.

1C) MONUMENT DEFINED: The term “monument” shall include a tombstone or memorial of granite, or other approved stone, which shall extend above the surface of the ground.

1D) INTERMENT DEFINED: The term “interment” shall mean the disposition of human remains by entombment, ground burial or placement of cremated remains in ground or in an above ground structure.

SECTION 2 – GENERAL SUPERVISION OF CEMETERY

2A) ADMISSION TO CEMETERY: This Cemetery Association is a private corporation. It reserves the right to require all persons coming to the Cemetery to present proper identification upon request. All vehicles may be required to stop at the entrance. The Cemetery Association reserves the right to refuse admission to any one not holding interment rights to a site, relative or friend of a person interred in this Cemetery. The Cemetery Association may refuse the use of any of the cemetery facilities at any time to any person or persons whom the management deems objectionable to the best interests of the cemetery.

2B) CEMETERY PERSONNEL IN CHARGE OF FUNERALS: All funerals, upon entering the Cemetery, shall be under the supervision of the cemetery personnel.

2C) CASKET NOT TO BE OPENED OR BODY TOUCHED WITHOUT CONSENT: Once the funeral service is completed and the casket is placed in the receiving vault or at the interment site, the Cemetery Management reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the legal representative of the deceased or without a court order. In the event necessity requires, the Cemetery Management may take appropriate steps to correct any obnoxious or improper condition.

SECTION 3 – INTERMENTS AND DISINTERMENTS GENERALLY

3A) SUBJECT TO LAWS: Besides being subject to these Rules & Regulations, all interments, disinterments and removals are made subject to the orders and laws of the properly constituted authorities of the **city, county, and state**.

3B) TIME AND CHARGES: All interments, disinterments and removals must be made at the time and in the manner and subject to the payment of such charges as fixed by the Cemetery Management.

3C) HOLIDAYS: **No interments**, disinterments, removals, or interment/committal service shall be permitted on **Sundays**, or when any of the following holidays are observed: New Year’s Day, Martin Luther King’s birthday, Washington’s birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving or Christmas. Exceptions can be made by Management.

3D) NOTICE: The right is reserved by Cemetery Management to insist upon at **least twenty-four hours’ notice before any interment**, and at **least one week’s notice prior to any disinterment or removal**. The Cemetery Management may

refuse to make an interment until a more expedient time if the remains arrive at the cemetery entrance after 3:00 PM, or if too many funerals arrive at the same hour. The family of the deceased has the responsibility of notifying the cemetery of the time of the service or any change once an interment has been scheduled.

3E) AUTHORIZATION TO INTER: The Cemetery Association may inter or open a site for any purpose on proper written authorization by the recorded holder of interment rights to the site, made out on forms approved by the Cemetery Management and duly filed in its' office, unless there are written instructions to the contrary on file in the office.

3F) USE OF PROPER CONTAINER: A body shall not be received for interment unless it is in a receptacle acceptable to Management to the end that the health of employees or others will not be jeopardized. **The family must advise the cemetery when the death has occurred from an infectious or contagious disease.** In every full body ground interment, the casket shall be enclosed in an outer burial container, the actual installation of which shall be made by the employees of the Cemetery Association. Setting of outer burial container is included in the interment fee.

SPECIFICATIONS FOR OUTER BURIAL CONTAINERS ARE AS FOLLOWS:

- 1) Must be constructed of concrete with steel reinforcement. The only exception is **(7)**.
- 2) All concrete products will meet the National Concrete Burial Vault Association with compressive strength to meet or exceed 5,000 psi.
- 3) Cemetery has the option to require vendors to supply test results from an independent source to warrant the strength of the concrete product. Note: the vendor's cement company test results will not satisfy the requirement of an independent source. Also, national vault company (Wilbert, Doric, Trigard, etc.) test results will not fulfill this requirement.
- 4) All burial products not supplied by Lone Tree Cemetery's normal vendor must be presented to Grounds Supervisor or Manager for approval and verification of specifications. This process will take place not more than four hours and not less than one hour before service is scheduled.
- 5) Cemetery will require the outer burial container to be warranted by vendor against material and manufacturers defects.
- 6) Vendors must present written proof of liability coverage more than one million dollars. All vendors must have product liability for any product interred at Lone Tree Cemetery.
- 7) Under certain circumstances, at the discretion of Cemetery Management, plastic outer burial units by Vantage Vault or Polyguard will be allowed. Lone Tree Cemetery will allow plastic or fiberglass outer burial containers, for the purpose of interring cremated remains, with confirmed strength of 3,000 psi.

3G) INTERMENT OF CREMATED REMAINS: Cremated remains must be permanently interred within a period of fifty (50) days. If the arrangements for their interment are not made within the specified time, the Cemetery Association shall be in no way liable for the loss or destruction of said remains. The person authorizing the cremation, or the heirs-at-law, either jointly or severally, shall be held liable for **rental space** occupied by the remains pending the time they are permanently interred and for the interment charges. Should the arrangements not be made within the time period, the cremains shall be returned to the heirs at their expense.

3H) LOCATION OF INTERMENT SPACE: When instructions from the **recorded holder of interment rights**, regarding the location of an interment space in a family lot, cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the **Management may, in its discretion, open it in such location in the site as it deems best and proper, so as not to delay the funeral**; and the Cemetery Association shall not be liable in damages for any error so made.

3I) TELEPHONE ORDERS: The Cemetery Association shall not be held responsible for any error resulting from orders given by telephone in lieu of the proper written notice.

3J) ERRORS MAY BE CORRECTED: The Cemetery Association reserves, and shall have the right to correct any errors that may be made by it, either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment rights, either by canceling such conveyance and substituting and conveying in lieu thereof rights of interment to another site of equal value and similar location as far as possible, or as may be selected by the Cemetery Management, or, in the sole discretion of the Cemetery Management, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the interment of the remains of any person in said site, the Cemetery Management reserves, and shall have, the right to remove and reinter the remains to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Cemetery Management shall also have the

right to correct any errors made by placing an improper inscription, including an incorrect name or date, either on the memorial or on the container for cremains.

3K) DELAYS IN INTERMENTS CAUSED BY PROTESTS: The Cemetery Association shall be in no way liable for any delay in the interment of remains where a protest to the interment has been made, or where these Rules & Regulations have not been complied with. The Cemetery Management may require any protest to be in writing and filed in the office of the Cemetery Association. The Cemetery Association shall not be liable for any delay in interment caused by strikes, the elements, an Act of God, common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

3L) NOT RESPONSIBLE FOR IDENTITY: The Cemetery Association shall not be liable for the interment permit nor for the identity of the person to be interred.

3M) NO INTERMENT PERMITTED UNLESS INTERMENT RIGHTS (PROPERTY) PAID FOR: **No interment shall be permitted, or memorial placed in or on any interment site not fully paid for except by special consent of the Cemetery Management in writing.** In the event such consent is given, any and all interments or memorials placed in or on said site shall be considered as temporary. A promissory note shall not be considered as payment and no rights shall be acquired by the site purchaser of said interment(s) until such site is fully paid for in cash, including principal and any interest. In case the purchaser of said site shall **fail to meet all payments within thirty (30) days** after the same are demanded by the Cemetery Management, then the Cemetery Association may re-enter said site and hold the same as of its former estate. The Cemetery Association thereupon shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of site interment rights as liquidation damages. The Cemetery Association reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to cremate or remove to single graves, to be chosen by the Cemetery Management, each of the remains then interred in said site. The Cemetery Association further, shall have the right to remove any memorial that may have been placed on said site.

3N) INTERMENT IN HAYWARD FIRE DEPARTMENT OR VETERANS LOT: Where an interment **site is owned by the Hayward Fire Department** or the **Allied Veteran's Cemetery Committee**, interments shall be limited to the actual members of that organization and their spouse and will be subject to approval of said organization. Memorials are also subject to approval of said organization.

3O) CEMETERY ASSOCIATION'S EQUIPMENT MUST BE USED: Tents, artificial grass, lowering devices and all mechanical equipment owned by the Cemetery Association shall be used exclusively in making interments, disinterments and removals.

SECTION 4 – DISINTERMENTS & REMOVALS

4A) REMOVAL FOR PROFIT PROHIBITED: Removal by the heirs of a body or cremated remains so that the site may be sold for profit to themselves, or removal contrary to the expressed or implied wish of the original site owner is absolutely forbidden.

4B) MAY OBTAIN LARGER SITE: A body, or cremated remains, may be removed from its original site to a larger or better site in the cemetery when there has been an exchange or purchase for that purpose.

4C) CARE IN REMOVAL: The Cemetery Association shall exercise due care in making a disinterment and removal, but it **shall assume no liability for damage to any casket or burial container or urn incurred in making the disinterment and removal.**

4D) WATER ENCROACHMENT: The Cemetery Association shall assume no liability for water encroachment in any burial container.

SECTION 5 – SERVICE CHARGES & PAST DUE INDEBTEDNESS

5A) RETURNED CHECKS: There will be a **charge for all checks returned for insufficient funds**; the amount to be posted in the office.

5B) FINANCE CHARGES: The Cemetery Association has the right to charge either interest or a one-time finance charge on any purchase made by installment payments.

5C) PAST DUE INDEBTEDNESS: Payment of any and all indebtedness due to the Cemetery Association must be made before an interment will be made on/in any site.

SECTION 6 – TRANSFERS OR ASSIGNMENTS

6A) CONSENT OF CEMETERY ASSOCIATION: No transfer or assignment of any site, or interest therein, shall be valid until the consent of the Cemetery Association has been endorsed thereon and the same has been recorded in the books of the Cemetery Association.

6B) INDEBTEDNESS: The Cemetery Association may refuse to consent to a transfer or an assignment if there is any indebtedness due to the Cemetery Association from the recorded owner of the interment rights.

6C) TRANSFER CHARGES: The Cemetery Management may fix a charge for all transfers of interment rights in any site. No transfer of ownership shall be complete or in effect until all such charges are paid.

SECTION 7 – SUBDIVISION of SITES

7A) MAY NOT SUBDIVIDE SITES: The subdivision of any interment site is not allowed. No one shall be interred in any site not having any interest therein, except by written consent of all parties interested in such site and of the Cemetery Association. However, a relative of any record owner may be interred in said site as provided in these rules or in the laws of the State. A maximum of two full body burials, or a full body burial and one cremated remains, or two cremated remains may be interred in each grave provided written consent of the site owner is secured and the Cemetery Management concurs. Proper identification must be made of each and every interment made in a single interment site. With the exception of double depth lawn crypts or tandem/companion mausoleum crypts, the fee for 2nd right of interment/inurnment/entombment is established by the current price book.

California Health and Safety Code section 8113.5 Multiple Depth Burials states, *“Except with the express written permission of the person entitled to control the disposition of the remains, or in the case of a double burial consented to by both parties, no person shall knowingly or willfully inter the remains of more than one body in a single plot or place a casket or other human remains in an already occupied grave.”*

SECTION 8 – CONTROL OF WORK BY CEMETERY ASSOCIATION

8A) WORK TO BE DONE BY CEMETERY ASSOCIATION: Only the Cemetery Association shall make All interments, disinterments and removals, openings, and closings of sites. All care and maintenance of the cemetery, including, but not limited to planting, mowing, trimming or removal will be done by cemetery personnel. Cemetery Management reserves the right to contract out certain projects that are beyond the expertise or time allowances of cemetery personnel.

8B) CEMETERY MANAGEMENT MUST DIRECT AND MAY REMOVE IMPROVEMENTS: All improvements or alterations of individual sites in the Cemetery shall be under the direction of and subject to the consent, satisfaction, and approval of the Management. Should they be made without its written consent, the Cemetery Management shall have the right to remove, alter or change such improvements or alterations at the expense of the site owner, or, in any event, at any time, it its judgement, they become unsightly.

SECTION 9 – DECORATION of INTERMENT SITES

9A) DECORATION REGULATIONS: Decorations must be contained within the confines of the memorial. Natural or artificial flowers may be placed in vases made of metal or plastic and of an approved design and/or size. Such receptacles **may** be purchased from the Cemetery office. Potted plants or flowers, **in unbreakable containers**, can be placed on the surface of the memorial. Management reserves the right to give permission for decorations that do not meet these guidelines for special occasions. **Everything else will be removed. Under no circumstances may any decoration interfere with mowing and trimming.**

9B) NO RESPONSIBILITY: The Cemetery Association shall not be liable for lost, misplaced or broken flower vases or decorations. The cemetery assumes no responsibility for the care and watering of natural flowers or potted plants.

9C) REMOVAL OF FLORAL FRAMES: Floral frames when removed from an interment site, unless called for within five days by those lawfully entitled to them, may be disposed of by the Cemetery Management in any manner it sees fit.

SECTION 10 – ROADWAYS & REPLATTING

10A) RIGHT TO REPLAT, REGRADE AND USE PROPERTY: The right and privilege, at any time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise to change all or any part, portion, or subdivision of the property hereby mapped and platted and to file amended maps of plats thereof, and to use the same for cemetery purposes, is hereby expressly reserved.

10B) NO RIGHT GRANTED IN ROADWAYS: No easement, or right of interment, is granted to any site owner in any road, drive or walk within the Cemetery. Roads, drives, or walks are means of access to the cemetery or to buildings.

SECTION 11 - CONDUCT OF PERSONS WITHIN THE CEMETERY

11A) MUST USE WALKS: Persons within the cemetery grounds shall use only the walks and roads. Any person injured while walking on the grass, except on a direct path to their site or a water faucet, or while on any portion of the cemetery other than the walks or roads, shall in no way hold the Cemetery Association liable for any injuries sustained.

11B) TRESPASSERS ON CEMETERY SITES: Only the site owner, relatives and friends shall be permitted to gather on the cemetery site. Interment sites are sacred and private property. Any other person(s) thereon shall be considered a trespasser.

11C) CHILDREN: Children under eighteen years of age shall not be permitted within the cemetery, or its buildings, unless accompanied by the proper persons to take care of or supervise them.

11D) FLOWERS, ETC.: All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery, or plants, or feeding or disturbing the birds or other animal life.

11E) FOOD AND BEVERAGES: No food or beverages shall be permitted on the grounds of the cemetery, except as authorized by management. **Absolutely no alcohol is permitted on cemetery grounds.**

11F) LOITERING PROHIBITED: Loitering is prohibited on the grounds of the cemetery.

11G) LOUD TALKING OR NOISE: Boisterous or unseemly conduct, including loud radios or other noisemakers, shall not be permitted in the cemetery or in any of the buildings.

11H) EXPECTORATING: Expectorating within any of the buildings or on the grounds is prohibited.

11I) RUBBISH: The throwing of rubbish on the roads and grounds, or in the buildings, is prohibited. Receptacles for waste material are located at convenient places within the cemetery. Use of these receptacles is limited to waste generated within the cemetery.

11J) AUTOMOBILES: The speed limit on the grounds is fifteen (15) mph and vehicles must drive on the right-hand side of the roadway. Automobiles are not allowed to park in front of an open interment site unless the occupants are attending the funeral.

11K) BICYCLES AND MOTORCYCLES: No bicycles or motorcycles shall be admitted to the cemetery except those in attendance at funerals, visiting or on business.

11L) SELLING OR SOLICITING: Selling or solicitation of any kind is strictly forbidden at any time in the cemetery without the approval of the Cemetery Management.

11M) FIREARMS: No firearms shall be permitted within the cemetery except on special permit from the management or duly constituted authorities.

11N) NOTICES AND ADVERTISEMENTS: No signs, notices, or advertisements of any kind shall be allowed in the cemetery, unless placed by the Cemetery Association.

11O) ANIMALS: Dogs will be allowed on the grounds **if they are on a leash at all times** and the owner is responsible for cleaning up after them. Horses are not allowed unless involved in a funeral service. Every person who, within any public cemetery or burying ground, kills, wounds, or traps any bird, or destroys any bird's nest other than swallows' nests, or removes any eggs or young birds from any nest, is guilty of a misdemeanor as stated in section 598 of the Penal Code.

11P) HOURS OF OPERATION: The cemetery grounds shall be open from at least 8:00 AM to at least 4:30 PM daily. The office shall be open from 8:30 AM to 4:30 PM Mon. – Fri., and 10:00 AM – 4:00 PM on Sat., closed on Sunday and Holidays.

11Q) IMPROPRIETIES: No improprieties shall be allowed. The management shall have the power to prevent improper assemblages.

11R) POLICE POWER: The Manager and such other employees as the Cemetery Association may designate shall have the powers of arrest as provided in section 830.7 of the Penal Code. The Manager and other employees of the Cemetery shall have charge of the grounds and buildings, and at all times shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, site owners and visitors and may exclude from the property any person violating the Rules & Regulations.

SECTION 12 – PROTECTION AGAINST LOSS or DAMAGE

12A) GUARDS AND NON-RESPONSIBILITY: The Cemetery Association shall have the right to maintain guards if it deems it necessary but is under no legal obligation to do so. Whether or not guards are used, the Cemetery Association distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control and, especially, from damage caused by the elements, an Act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral.

12B) CEMETERY MAY CHARGE FOR UNUSUAL REPAIRS: In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze or concrete work of any section, plot, crypt or niche, or any portion or portions thereof in the cemetery, mausoleum or columbarium, which has been damaged by any of the causes listed in 12-a, the Cemetery Management shall give a 10 day written notice of the necessity for such repair to the site owner of record at the address stated on the books of the Cemetery Association. In the event the site owner fails to repair the damage within a reasonable time, the Cemetery Management may direct that repairs be made and charge the expense against the site and to the owner of record.

SECTION 13 – CHANGE IN ADDRESS OF SITE OWNERS

13A) SITE OWNER MUST NOTIFY: It shall be the duty of the site owner to notify the Cemetery Association of any change in his/her mailing address. Notice sent to the site owner at the last address on file in the office of the Cemetery Association shall be considered sufficient and proper legal notification.

SECTION 14 – ENDOWMENT CARE

14A) ENDOWMENT CARE: Endowment Care is that general care and maintenance necessitated by the natural growth and ordinary wear which may be provided at reasonable intervals within the limits of the net income from the Endowment Care Fund. It includes the planting, cutting, watering and care of lawns, trees, shrubs, cleaning and upkeep of all buildings including mausoleums and columbariums, and the proper maintenance of records, utilities, walls, roadways and walks. Inasmuch as the Endowment Care Fund is composed of deposits by site owners, **it provides for care for only those things from which every owner benefits.**

14B) ENDOWMENT CARE EXCEPTIONS: The term “endowment care” shall not be construed as meaning the maintenance, repair or replacement of monuments, memorial tablets, or flower vases as these are the property of the site owner. Endowment care also does not cover the planting of flowers or ornamental plants on any individual site; nor the maintenance or doing of any special work on any individual site. Endowment care also does not cover the maintenance, or replacement of any portion, of a private family mausoleum.

14C) INVESTMENT OF ENDOWMENT CARE FUNDS: The money received for endowment care shall be held in trust and invested as provided by law. The Cemetery Association reserves the right, however, either to handle all investments itself or to deposit said funds with any person, company or corporation qualified to act as trustee for such funds.

14D) EXPENDITURE LIMITED TO INCOME: Endowment care, whether applied to ground burial sites, mausoleum, or columbarium sites, or to any other site within the confines of the cemetery, shall be limited absolutely to the net income received from the investment of the fund; no part of the principal may be expended. The net income shall be expended by the Cemetery Association in such manner as will, in its judgement, be most advantageous to the site owners as a whole, and in accordance with the purpose and provisions of the laws of the state applicable to the expending of such funds.

14-E AMOUNT OF DEPOSIT: The amount to be collected from each site purchaser and deposited in the Endowment Care Fund shall be a sum above the minimum which is set by the California Department of Consumer Affairs after taking into consideration any factors that help to determine the cost of the general care of the entire cemetery property in the future.

SECTION 15 – RECEIVING VAULTS

15A) TEMPORARY ONLY: The receiving vaults are for temporary use only and under no circumstances shall a body be considered interred by reason of being placed therein.

15B) MAY INTER IF BODY POORLY PRESERVED: The Cemetery Association reserves the right, without notice, to remove from its vaults and inter immediately any remains not in a good state of preservation, or when the condition of any body renders its interment necessary. It may, in its discretion, permit an embalmer to do necessary preservative work when such work appears appropriate.

15C) INFECTIOUS DISEASES: The unembalmed remains of any person who had died of an infectious disease shall not be allowed to be deposited in the receiving vault or any temporary holding facility.

SECTION 16 – MEMORIAL WORK

16A) GENERAL: The Cemetery Association has the right to approve the design and specifications of all memorials and to control all work in connection with their installation. **The Cemetery Association reserves the right to remove all unauthorized material from an interment site.** Only one marker or memorial per site is allowed; however, a companion or double marker or monument is permitted on two adjoining graves. Traditional, upright monuments only are permitted in the High Monument sections and flush markers only in the flat marker sections. Cemetery Management reserves the right to determine these sections. **All charges for site purchase and interment must be paid before a monument or marker installation is permitted.**

16B) GRANITE MEMORIAL TABLETS:

1. **SIZES AND DIMENSIONS:** Granite Memorials shall be of standard unfinished size (to be put in a concrete base) of 24" wide and 12" from top to bottom or a finished size (ready to install) as follows:
 - A. **SINGLE GRAVE:** maximum 38" long and between 20" and 24" wide with two vases
 - B. **DOUBLE GRAVE:** maximum 80" long and between 20" and 24" wide with two vases
 - C. **DOUBLE DEPTH:** maximum 32" long and between 20" and 24" wide with two vases.
 - D. **BABY GRAVE:** maximum 26" long and maximum 20" wide with one or two vases.
 - E. **EXCEPTION:** Lullaby Garden 10" x 20" maximum.
2. **SAWING REQUIREMENTS:** Those granite memorials that do not have a concrete border must have either a smooth edge or a Rolled edge.
3. **DESIGN & LETTERING:** Letters and designs on granite memorials shall not be raised in excess of 1/16 of an inch and all granite memorials must be of uniform thickness of between 3" and 4".
4. **PLACEMENT:** All flat memorials must be set on the grave(s) by Cemetery Association employees and shall be set flush with the sod. A placement charge, fixed by the Management, shall be paid before the memorial is placed. *The work shall be on written order of the site owner.*

16C) TRADITIONAL UPRIGHT MONUMENTS:

1. SIZE, DIMENSION AND SPECIFICATIONS:

- A. **SINGLE GRAVE:** width of base – maximum 38”, minimum die width 20”, minimum die height 28”, maximum height overall including base 48”
- B. **DOUBLE GRAVE:** width of base – maximum 78”, minimum die width 24”, minimum die height 24”, maximum height overall including base 48”.
- C. Each monument must have at least one, and preferably two, flower vases.

- 2. **FOUNDATIONS:** All foundations for monuments shall be installed by the Cemetery Association, the charges for which shall be fixed by the Cemetery Management. Some foundations are pre-installed at ground level. All other foundations shall be finished two inches below the grade at the top. Application for installation of a foundation shall be signed by the site owner, giving his name, address, and the number of the grave section and plot.

16D) TEMPORARY MARKERS: Temporary markers are placed as a courtesy to the family for **no more than 30 days following interment**. They will be removed unless the Cemetery office has been notified that a permanent memorial has been ordered within that time.

16E) ERRORS IN PLACING OF MEMORIALS: The Cemetery Association shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery.

16F) REMOVAL: No monument or marker shall be removed from the Cemetery, except by the Cemetery Association, unless a written order of the site owner is delivered to the office and the Cemetery Management grants permission.

16G) MISCELLANEOUS: Should any memorial become unsightly, dilapidated or a menace to visitors, the Cemetery Association shall have the right to either correct the condition or to remove it, at the expense of the site owner.

SECTION 17 – RULES & REGULATIONS AND SALES CONTRACTS

17A) STATEMENTS OF SALESPERSONS: The sales contract and these Rules & Regulations and any amendments or changes thereto shall be the sole agreement between the Cemetery Association and the site owner. The statement(s) of any salesperson, or office personnel, shall in no way bind the Cemetery Association

SECTION 18 – MODIFICATIONS & AMENDMENTS

18A) EXCEPTIONS AND MODIFICATIONS: Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship or complications. The Cemetery Association, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of these Rules & Regulations when, in its judgement, the same appear unadvisable. Such temporary exception, suspension or modification shall in no way be construed to establish precedent or in other way effect the general application of such rules.

18B) AMENDMENTS: The Cemetery Association hereby expressly reserves the right at any time to adopt new Rules & Regulations or to amend, alter or repeal any rule, regulation, article, section, paragraph or sentence in these Rules & Regulations.

SECTION 19 – REPURCHASE and RESALE of SITES

19A) REPURCHASE OF UNUSED SITES: Graves, crypts, niches, and all other sites, which have not been used, will be repurchased by the Cemetery Association at 60% of the **original purchase price**. **The Endowment Care**, which was placed in an irrevocable trust, is not retrievable and therefore **will not be refunded**. Our contract states that refunds will be governed by the Rules & Regulations as amended and in effect at the time the refund is requested.

19B) PRIVATE SALE OR USE OF CEMETERY BROKER: The owner may choose to sell the site which has been vacated. The owner may sell the site himself or consign the site to a cemetery broker. In either case it is the owner's responsibility to notify the Cemetery of the intention to sell the site and to meet with the Cemetery Management to coordinate the conditions of the resale of that site. Upon the sale of the site, a transfer fee becomes payable to the Cemetery Association by the purchaser. It is the owner's or the broker's responsibility to introduce the new owner to the Cemetery Management for the completion of the transfer records. All sales made by the owner or a broker are "as is" sales.

19C) USED SITES: Owners of single graves, custom double depth graves, crypts, niches, and other sites holding cremated remains may, when remains and/or cremains have been removed, have a right to resell the site. The cost of returning any site to a saleable condition will be an incorporated part of the disinterment and removal fee.

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