

RULES AND REGULATIONS

For the mutual protection of every lot purchaser in the cemetery, Greenlawn Park, LLC. hereby adopts the following rules and regulations. All property owners, of interment rights and persons within the cemetery, and all interment rights sold, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by Greenlawn Park, LLC. from time to time. Any reference to these rules and regulations in the contract, deed, or certificate of ownership to interment rights shall have the same force and effect as if set forth in full therein.

These rules and regulations are designed for the protection of Greenlawn Park, LLC. and the collective owners of interment rights. They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect and preserve the beauty of Greenlawn Park, LLC. Any and all previous versions of the Rules and Regulations published by any governing establishment of this property shall be considered void.

These rules and regulations are hereby adopted as the rules and regulations of Greenlawn Park, LLC. and all owners of interment rights, visitors, and contractors performing work within the cemetery, shall be subject to said rules and regulations. The cemetery expressly reserves the right, at any time and without notice, to adopt new rules and regulations or to amend, modify, or repeal any section, paragraph, or sentence of these Rules and Regulations. Greenlawn Park, LLC. has entire charge of the cemetery and is authorized to enforce all rules and regulations adopted.

In the event there is a conflict between these Rules and Regulations and advertising or other material, these Rules and Regulations shall control.

The Rules and Regulations shall be available to interested parties upon request.

For copies of Rules and Regulations or questions, please contact management at:

Via Mail: Greenlawn Park, LLC. 2349 Hwy 69 South Columbus, MS 39702

Via Email: greenlawnparkllc@yahoo.com

Via Phone: 662-769-8149

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DEFINITIONS

Locations within the cemetery:

Section- There are currently 4 sections within the cemetery and are as follows:

- 1- Restland
- 2- Garden of Prayer
- 3- Garden of Memories
- 4- Garden of Faith

Block- Each section is made up of blocks which are lettered A, B, C, D, E, etc...

Lot- Each block is made up of lots which are numbered 1, 2, 3, 4, 5, etc...

Space- Each lot is made up of spaces which is the exact location that the interment is made for an individual. These spaces are numbered 1, 2, 3, 4, 5, etc...

A particular space would be listed as such:

Section- Restland Block- A Lot- 01 Space-01 or Restland-A-01-01

"Interment"- the disposition of human remains by earth burial, entombment, or cremated remains and inurnment.

"Interment Right"- the right to place individual human remains or cremated remains in a specific interment space within the cemetery selected by the consumer for use as a final resting place, and subject to the limitations set forth herein.

"Interment Services" - the open and closing of a particular interment space.

"Interment Space"- the particular grave, crypt, niche, or lawn crypt within the cemetery to which a particular interment right relates. An owner of an interment right does not, by virtue of such ownership, acquire ownership of the interment space or of any land or improvements within the cemetery.

GENERAL SUPERVISON OF CEMETERY

ADMISSION TO CEMETERY

The cemetery management reserves the right to compel all persons coming into the cemetery to obey all Rules and Regulations adopted by the cemetery. The cemetery management further reserves the right to refuse admission to anyone not an interment right owner or relative of a person interred in the cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the cemetery.

GRAVES-DIGGING

The cemetery and its personnel reserve the right to open and close <u>all</u> graves in the cemetery, for interments, inurnments and dis-interments.

MANAGEMENT SHALL CONTROL IMPROVEMENTS

The cemetery shall have the sole and exclusive authority with respect to the planning, sodding, surveying, and improvements within the cemetery. All improvements or alteration of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the management; and, should they be made without its consent, the management shall have the right to remove, alter or change such improvements or alterations at the expense of the lot owner, at any time. The management reserves the right to remove from any lot anything it deems unsightly, or which in any way conflict with the Rules and Regulations, or general beauty of the cemetery. No tree, shrub, plant, ornamental objects, or memorials shall be placed or planted without written consent from cemetery management.

MARKERS- SURVEY & SUPERVISION

The cemetery and its employees shall survey and mark the site of every memorial marker placed in the cemetery and shall have the right to supervise the installation of markers in the cemetery.

RECORDS OF CEMETERY

The files, papers, documents, reports, ledgers, maps, lot cards, correspondence, and other written records maintained by Greenlawn Park, LLC. are the sole and exclusive property of Greenlawn Park, LLC. Only employees have access to these permanent records.

Prior to the acquisition of the cemetery in September 2021, the previous owners had left the cemetery unkept and for all practical purposes abandoned for many years, leaving behind no records of any kind. The current owners have spent numerous hours seeking our interment right holders, reconstructing records and building the most accurate database of cemetery information possible. In the absence of clear written evidence of interment right ownership, it is strongly encouraged that all interment right owners and/or heirs at law to contact the cemetery immediately to verify current contact information and interment right ownership. All request must be made in writing by the interment right holder.

BURIALS AND REMOVALS

BURIAL OF MORE THAN ONE BODY IN A SINGLE SPACE

Not more than one body, or remains of more than one body, shall be buried in one grave, vault, crypt, or niche, unless such grave, vault, crypt, or niche has been purchased with the written agreement that more than one body, or the remains of more than one body, may be buried therein. In the event the cemetery elects to allow the interment of more than one human remains in a particular interment space, the cemetery shall charge a separate fee for each right of interment in a particular space as well as a separate fee for each interment service provided. The management must approve these second or third rights of interment or inurnment.

BURIAL- NOT PERMITTED UNLESS PROPERTY & OTHER REQUIRED ITEMS ARE PAID IN FULL

No burial, interment, entombment, or inurnment shall be permitted or memorial placed in or on any property until space, crypt or niche is paid in full. A note shall not be considered as payment and no rights shall be acquired by the lot purchaser of said property until such property is paid in full, including principal and any interest as stated in the deed contract.

CASKET CONTAINER STANDARDS

Remains for interment shall be delivered to the cemetery in a casket or container composed of rigid material such as wood, fiberglass, plastic, or metal and shall be of such construction so as to, (1) assure protection to the health and safety of the cemetery personnel, (2) provide proper covering for the remains and (3) meet moral codes for the respect and dignity of the deceased. All babies or stillborn births, whether interred in a special section or on any other interment right in the cemetery shall be in a retrievable container. Receptacles of biodegradable materials are not be permitted.

CHANGE OF ADDRESS

It shall be the duty of the lot owner to notify management of any change in mailing address. Notice sent to a lot owner at the last known address on file with the cemetery shall be considered sufficient and proper legal notification.

OUTER BURIAL CONTAINER INSTALLATION

In order to preserve the infrastructure, operation and appearance of the cemetery as well as to ensure that committal services are performed timely and in a workmanlike manner, the cemetery requires that all outer burial containers be acquired and installed from the cemetery or an approved vendor. A list of approved vendors is available upon request.

OUTER BURIAL CONTAINER REQUIREMENT

All burials must be made in an outer burial container constructed of concrete, polyethylene/polypropylene, or metal and must be of type, quality, and construction approved by the management. The use of outer burial containers constructed of wooden boxes, fiberglass, or other materials shall not be permitted.

All cremated remains of human bodies shall be buried in a permanent, retrievable container.

Construction shall be such that the container shall resist cracking, puncturing, or structural failure as determined by management, which decision shall be conclusive on all third-party sellers and installers.

DISINTERMENT

No disinterment or removal shall be made except by the management on request of the person(s) with legal authority to direct the same, or by court order prior to time of removal. At least seventy-two hours notice shall be given prior to any removal. The removal will be made at the convenience of management, with consideration to inclement weather, weather predictions, and interment schedules. The management may defer an interment or disinterment to a more appropriate time for any reason. All fees associated with any disinterment shall be paid in full prior to the service being scheduled or provided. The cemetery shall exercise due care in making dis-interments, but shall assume any liability for damage to any remains, casket, outer burial receptacle, or urn in making a disinterment. When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the cemetery's specifications must be used for the new interment.

The cemetery may require that all persons attending an interment or disinterment remain at a safe distance, as determined by the management, from the interment space during the interment or disinterment.

FEES, GRATUITIES AND COMMISSIONS

No person, while employed by the cemetery, shall receive any fee, gratuity, or commission, except from the cemetery, either directly or indirectly, under penalty of immediate dismissal.

IDENTITY

The management assumes no duty for identity of the remains of the deceased, and can give no assurance that the remains interred are that of the person shown on the interment authorization executed and delivered to the management. The management relies upon the representation of the family, funeral director, or others making such statements of the identity for interment authorizations, burial permits, or death certificates, and shall have no obligation to independently establish or verify the identity of the remains.

INDEBTEDNESS- PAST DUE

Arrangements for the payment of any and all indebtedness due to the management must be made before interment shall be made. No merchandise or other services shall be provided or installed until all charges due to the management are paid in full.

INTERMENTS- DELAYS

The management shall be in no way liable for any delay in the burial of a body where a protest to the burial has been made, or where the Rules and Regulations has not been complied with, or because of 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.

INTERMENT OF PETS

No pets shall be interred in the cemetery.

INTERMENT – RIGHT OF DESCENT

If no interment is made in an interment lot which has been transferred by deed or certificate of ownership to an individual owner, or if all remains previously interred are lawfully removed, upon the death of the owner, unless he has disposed of the lot either in his will by a specific devise or by a written declaration filed and recorded with the cemetery, the interment rights descend to the heirs at law of the owner subject to the rights of interment of the decedent and his surviving spouse provided for in these Rules and Regulations.

INTERMENT SPACE – LOCATION

When instructions from the lot owner regarding the location of an interment space in a lot cannot be obtained, cannot be definitely determined, 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 plot as it deems best and proper, so as not to delay the funeral; and the management shall not be liable in damages for any error so made.

INURNMENT CONTAINER SPECIFICATIONS

All cremated remains to be inurned in the cemetery shall be placed in a sealed, retrievable container of a type, quality and construction approved by the management. The use of paper, cardboard, or other similar biodegradable materials shall not be permitted.

LAWS

In addition to being subject to these Rules and Regulations, all burials and removals are made subject to the orders and laws of the properly constituted authorities of Lowndes County and the State of Mississippi, as may be changed and/or amended in the future.

PROTECTION AGAINST LOSS OR DAMAGE

The management shall have no liability for loss or damage and especially from damage caused by the elements, and act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, including the loss of human remains, under any circumstances.

RIGHT TO REPLAT, REGRADE, AND USE PROPERTY

The management shall have the right and privilege, at any time and from time to time, to resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise change all or any part, portion or subdivision of the property hereby mapped and platted, including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives, and amend maps or plats, and to use the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the care, preservation or preparation for the interment of human remains

or other cemetery purposes, together with easements and right of way over and through said premises for, and the right and privilege of installing, maintaining and operating pipeline, conduits or drains for sprinklers, drainage, electric or communication lines, or for any other purposes. The management shall have the right to use cemetery property not sold to individual lot owners for the burial of human remains, or for anything necessary, incidental or convenient thereto. The management reserves to itself the perpetual right of ingress and egress over the cemetery for the purpose of passage to and from other lots.

SCATTERING

The scattering of cremated remains is prohibited both on common cemetery property and on grave spaces/lots where interment rights are owned. All cremated remains are to be interred in retrievable containers, with complete cemetery records afforded for each inurnment.

STATEMENT OF EMPLOYEES AND SALES AGENTS

The contract, deed, and these Rules and Regulations, and any amendments thereto shall be the sole and only agreement between the cemetery and the lot owner. The statements of any employee and/or sales agents shall in no way bind the management.

SUBSTITUTION IN THE EVENT OF NON-AVAILABILITY

The cemetery reserves the right to substitute merchandise of equal generic quality in the event a particular grade of merchandise, brand name or trade name is no longer available.

SUBSTITUTION IN THE EVENT OF SIZE

Spaces and crypts are laid out, designed, and constructed based upon recognized industry standards. In the event, because of an oversized or overweight deceased person, or because of disfigurement, such human remains cannot be interred within the confines of such standard spaces or crypts, then the management reserves the right to relocate the human remains, and to substitute the interment site and merchandise to accommodate such circumstances.

TRANSFER OF INTERMENT RIGHTS

Transfers of interment rights are accomplished through the execution of a Quit claim. This Quit Claim must be approved by the cemetery management. Burials cannot be made on interment rights that have not been duly transferred with an approved Quit Claim that has been filed with the cemetery.

WARRANTIES

No express or implied warranties are given with respect to burial rights conveyed to the owner, including but not limited to, suitability for a particular use, or other qualities of memorials, markers, monuments, outer burial containers, or crypts. No agent, servant, employee, or representative of the cemetery has the authority to alter this disclaimer. To the extent that any express or implied warranty may be given or extended by the manufacturer or supplier, then the cemetery assigns to the Owner any such representations or warranties for the purpose of providing privity with said manufacturer or supplier.

CONDUCT OF PERSONS WITHIN THE CEMETERY ADVERTISING AND NOTICES

No advertising, notices, or signs of any kind shall be allowed in the cemetery, unless placed by the management.

CEMETERY HOURS – GROUNDS AND OFFICE OPEN

The cemetery is open from dawn until dusk each day. The cemetery office will be open such hours as posted. (Once construction is complete.) The cemetery and/or office may be opened or closed any additional times as authorized by the management. Any person found on the grounds after these hours may be considered a trespasser. All persons are reminded that the grounds are devoted to the sacred burial of the dead, and the provisions and penalties of the law, as provided by statutes, will be strictly enforced.

CONDUCT

Boisterous or unseemly conduct that would disturb the quiet and good order of the cemetery shall not be permitted in the cemetery, or in any of its buildings. Walking, jogging, and bicycling are permitted on sidewalks, streets and/or roads only during times the cemetery is open.

CONSUMPTION WITHIN CEMETERY

The possession or consumption of illegal drugs or alcoholic beverages within the cemetery is strictly forbidden.

FIREARMS

No firearms shall be permitted within the cemetery except on special permit from the management or duly constituted authorities. Management permits exceptions to this for law enforcement personnel and military honor guards at military committal services.

LOITERING PROHIBITED

No person shall be permitted to loiter in the cemetery, or in any of its buildings.

PETS

No pets shall be permitted in the cemetery except on a leash and in the control of the owners. Owners walking dogs in the cemetery are expected to carry supplies to pick up any solid waste left by their animal on cemetery property, and remove this waste from the cemetery entirely. Therapy or Guide dogs for the visually impaired are permitted.

RUBBISH

The throwing of rubbish on the roads, drives, paths, parking lots, or on any part of the grounds, or in the buildings, is prohibited and shall be punishable according to City, County and State laws.

SMOKING

Anyone smoking on the grounds of the cemetery is expected to make sure the tobacco is extinguished properly. Butts and remains are to be disposed of properly and not be thrown on the ground. Smoking and vaping within cemetery public buildings is prohibited, including pavilions.

SOLICITING OR PEDDLING

Soliciting or peddling the sale of any commodity by third persons is prohibited within the confines of the cemetery, except with the expressed permission of the management. No sign indicating that a space, lot, crypt, niche, or other structure is for sale will be permitted on the grounds.

TRESPASSERS ON CEMETERY

The management deems the cemetery to be sacred and must be treated accordingly by all who visit. The right is reserved by management to refuse entrance to any person, to expel from the grounds anyone violating the rules, and to refuse admittance of any material or merchandise.

CEMETERY MEMORIAL MARKER REGULATIONS APPROPRIATE MATERIALS AND SPECIFICATIONS

The only memorial markers allowed within the platted gardens of the cemetery shall be flush with the grade and constructed of granite/marble or a granite/marble base with a bronze marker and may be accompanied by a granite or bronze vase. The cemetery assumes no liability and/or responsibility in the damaging of memorial markers during the execution of interment and/or maintenance to the cemetery. Single markers shall not exceed dimensions larger than 36"x16"x4" and double markers shall not exceed dimensions larger than 72"x16"x4".

CEMETERY SUPPLIED MARKERS

Memorials sold, designed, surveyed and installed by the cemetery and its employees and contractors will be designed and constructed so to meet the requirements of markers in that section. Surveying and marking of placement for all markers shall be done by cemetery management. A fee is charged by the cemetery for this service. In the event that the marker is supplied by the cemetery, then this fee may be included in the total cost of the marker rather than a separate fee.

MARKERS SUPPLIED BY OTHERS

Memorial markers may be supplied by others as long as they meet the requirements of the cemetery regarding design, materials, workmanship, and installation. In all cases, the responsibility for surveying and marking for placement will be performed by cemetery management. A fee will be charged for this service.

DESIGN AND MATERIALS

- 1. No lot owner shall erect or place, or cause to be erected or placed, on any lot in the cemetery, any memorial until it is first approved by the management, and all charges related to the lot have been paid.
- 2. Memorial dealers shall be required to furnish the management for approval a blue print or sketch of the proposed memorial, specifying size, location on lot, inscription, quality of stone, and the name of the producer furnishing said marker.
- 3. Management shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind or quality of stone is (in the opinion of the management) unsuited to the lot on which it is to be placed.

- 4. The management reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations therefore have not been made; or when tools and machinery are insufficient or defective; or when work is being executed in such a manner as to threaten life or property; or when the monument dealer has been guilty of misrepresentation; or when any reasonable request on the part of the management is disregarded; or when work is not being executed according to specifications; or when any person employed on the work site violates any rule of the cemetery.
- 5. The completed work is subject to the approval of the management, and, if unsatisfactory, may be removed.
- 6. The name or inscription on each marker must correspond with the name and record in the office of the cemetery, and no changes shall be made thereon except upon request of the proper parties and by permission of the cemetery.
- 7. Duplication of the design of any memorial shall not be permitted in a location sufficiently near to the original that the duplication is readily noticeable without the written consent of the person(s) with legal authority and the expressed consent of the management of the cemetery.
- 8. Markers shall be free from scale, sand holes, pits, pinholes and other imperfections, which mark the appearance of or impair the usefulness and stability of the finished memorial tablet. No memorial showing drill or tool marks, or staining from removal of rubber mat used for sand engraving, shall be considered as first grade workmanship. All ornaments, letters and background shall be clean and sharp and all edges true and accurate to the standard dimensions defined herein. Ornaments and letters must be hand chased, tooled and burnished appropriately for a memorial tablet.
 - 9. Dealer's names shall not appear on any marker.
- 10.No coping, curbing, fencing, hedging, borders, or enclosures of any kind shall be allowed around any lot or memorial; and no rock, bark or like material shall be allowed around any memorial, monument, marker, or bench; and no walks of brick, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel or wood shall be allowed on any lot. The management reserves the right to remove the same if so erected, planted and placed.
- 11.No adornments shall be used as memorials or added to memorials that are breakable, such as glass, ceramics, terra cotta, resin, etc.
- 12. Any memorial benches shall be approved by management for both design and location, shall be placed on a concrete foundation provided by the cemetery, for which such fees are paid in full, and be constructed of first grade granite.
- 13. Any proposed memorial that management deems to be detrimental to the appearance, uniformity, or safety of the section will not be permitted; however, recommendations will be made as to necessary changes that would then conform to the regulations.

MEMORIAL INSTALLATION

1. Before any person, other than cemetery personnel, does any work on any marker or lot, authorization shall be obtained from the cemetery office. No memorial shall be installed without this authorization. In every case the charges due the cemetery shall be paid in advance or arrangements

satisfactory to the management are made concerning payment, including, but not limited to, any other outstanding charges on that particular lot, space, crypt, or niche.

- 2. Any recognized monument dealer may be approved by the management to enter on any section, lot, or space for the purpose of installation of memorials. In addition, the monument dealer shall provide to the management of the cemetery proof of general liability, worker's compensation and products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give thirty (30) days written notice to the management in the event the insurance is canceled by the monument dealer.
- 3. Memorials shall be installed at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery. No memorial installation shall take place in gardens where interments are scheduled for that day, until such time as the interments are completed.
- 4. Any monument dealer performing installations of memorials shall insure that the cemetery grounds are not damaged or destroyed by the installation, and that all excess materials, rubbish, and other waste is cleaned up and removed from the premises, and that the grass, or other ground cover is restored; and to ensure that the memorial was not damaged in installation. Persons engaged in erecting memorials, or other structures, are prohibited from attaching ropes to monuments, trees, shrubs, or from scattering their material over adjoining lots, or from blocking streets, avenues, or pathways, or from leaving their material on the grounds longer than is absolutely necessary. They must do as little damage to the grass, trees and shrubs as possible, and must remove all debris and restore the ground and sod to its original condition.
- 5. Damage done to lots, walks, drives, tree, shrubs or other property by dealers or contractors, or their agents, shall be repaired by the management and the cost of such repair shall be charged to the dealers or contractor.
- 6. No materials, equipment, machinery, or other things for the setting of memorials may be brought into the cemetery until required for immediate use; nor, when a funeral procession or funeral is in that part of the cemetery.
- 7. While a funeral or interment is being conducted nearby, all work of any description shall cease.
- 8. Upon inspection by the management of the cemetery, any damage to the grounds of the cemetery must be corrected and the grounds restored. In the event this is not done to the management's satisfaction, the management shall do whatever necessary to restore the cemetery premises to its condition prior to installation, and shall charge back against the monument dealer the costs of correctional restoration. Any balances owed to the management of the cemetery by the monument dealer shall be remitted within thirty (30) days of receipt of the itemized statement, or the management shall prohibit the memorial dealer access to the cemetery until such time as the balance is paid in full.
- 9. Memorial installation requires experience and often times special equipment. No person, firm or corporation, other than recognized and approved monument dealers or management shall be permitted to install memorials in the cemetery. Any monument dealer who refuses or fails to comply

with these Rules and Regulations shall not be given the privilege to enter on the cemetery grounds for installation purposes until compliance is affected.

10.Letter cutters, persons or firms who engage in the business of cleaning memorials (not connected with established retail dealers already doing business at the cemetery), and all other persons or firms, must provide satisfactory evidence to the management of their ability to properly perform the work for which they have been engaged before being allowed to commence work in the cemetery. In addition, these persons or firms shall provide to the management of the cemetery proof of general liability, worker's compensation, and products liability insurance satisfactory to the management. Said insurance certification shall provide that the insurance carrier must give thirty (30) days written notice to the management in the event the insurance is canceled.

11.Approaching the bereaved and soliciting memorial business within the cemetery is not permitted.

CEMETERY – NOT RESPONSIBLE FOR SUBSEQUENT DAMAGE

The management takes reasonable precaution to protect lot owners, and the property rights of lot owners within the cemetery, from loss or damage; but the cemetery distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, acts of God, a common enemy, thieves, vandals, strikers, malicious mischief makers, riots, or orders of any military or civil authority, whether the damage be direct or collateral.

ERRORS IN PLACING OF MEMORIALS

The management reserves and 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.

MISCELLANEOUS

Should any memorial become unsightly, dilapidated, or a menace to visitors, the management shall have the right either to correct the condition or to remove the same, at the expense of the lot owner. In the event a particular grade of stone, brand name or trade name identifying a quality of stone is no longer used, the stone is no longer available, or for any reason such name stone cannot be provided, the management may approve substitution, which approval shall be in writing prior to the delivery of the stone. No marker shall be removed from the cemetery, except by the management, unless with written order of the owner and permission granted by management. No sign or advertising of any description except that placed by the management shall be permitted within the cemetery. The management reserves the right to sell to its interment right owners or any visitor to the cemetery any article, decoration, memorial, monument, marker, bench used within the cemetery and in accordance with the accepted customs of burial and memorial perpetuation and maintenance. The cemetery shall in no way be liable for any delay in the fulfillment of any contract or obligation, including, but not limited to maintenance, care, memorial work or construction, which may arise from causes beyond its control, and especially from delays caused by the elements, acts of God, common enemy, thieves, vandals, strikes, malicious mischief, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

CERTAIN ORNAMENTS PROHIBITED

For the safety of all in the cemetery no glass containers or breakable items, statuary, ceramics, terra cotta, resin, exposed wire, toys, balloons, boxes, shells, metal designs, frames, ornaments, shepherd hooks, chairs, benches, wood or iron cases, wind chimes, pinwheels or similar articles are permitted, and, if so placed, may be removed. Solar, battery or electric lights shall not be permitted to be placed on lots, and, if so placed, may be removed. No coping, curbing, fencing or borders of any kind or any rock, bark, or like materials are allowed around graves, monuments or markers. Temporary (nonconforming) markers are not allowed, except for the temporary ID markers placed by the cemetery or funeral home. The cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the cemetery.

CLEAN UP

The cemetery will typically remove all holiday decorations after a particular holiday season has passed. The cemetery shall not condone or allow the removal of memorial decorations from graves by persons other than the family of the deceased, with exception being the employees of the cemetery in the operation of their duties.

FLAGS

A small American, Confederate or military flag may be placed near the head of a grave. Cemetery staff will remove and properly dispose of worn flags.

FLORAL REGULATIONS

The management shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or ground cover of any kind from the cemetery as soon as, in the judgment of the management, such becomes unsightly, dangerous, detrimental or diseased, or when it does not conform to the standards maintained. Shrubs or bushes encroaching upon the interment rights of others or too tall to shape and trim shall be removed at the discretion of the management. In the event of any such removal, the cemetery shall have no obligation to replace the removed tree, shrub, or plant. The management shall not be responsible for lost, misplaced, or broken flower vases. The management shall not be responsible for any wreath, spray, floral decorations, plants, or decorations of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control. The management reserves the right to regulate the method of decorating lots so that a uniform beauty may be maintained.

Monuments and flush markers are placed at the very head/top of each grave. Flowers are not to be placed above/behind the monument or marker. This would, in effect, be in someone else's interment space. The only types of permanent vases permitted are bronze vases or granite vases. The cemetery is not responsible for theft or damage to any personal property or floral arrangements placed on or near interment rights or elsewhere in the cemetery.

<u>PLANTINGS</u>

No plantings are allowed other than what is planted by the cemetery staff. The cemetery shall have sole and exclusive authority with respect to the planting, sodding, surveying, and improvements within the cemetery. No plantings of any trees, shrubs, flowers or bulbs will be allowed in the cemetery without specification by management as to the kind and location of such planting. Any placed without

permission is subject to removal by management. In every case the charges therefore shall be paid in advance or arrangements satisfactory to the management made concerning payment, including but not limited to, any other outstanding charges on that particular lot or space. The management shall provide for the planting of all nursery items unless other arrangements satisfactory to the cemetery are made. Plantings shall be made at such times as the management may permit, dependent upon committal services and the maintenance activities of the cemetery.

PERPETUAL CARE & TRUSTING PERPETUAL CARE CEMETERY

Greenlawn Park, LLC. is a perpetual care cemetery operating under the laws of the State of Mississippi and governed by Miss. Code Ann. §41-43-1 through §41-43-57 and the Mississippi Perpetual Care Cemetery Rules as promulgated by the Mississippi Secretary of State. This is to provide for the ongoing care and maintenance of the cemetery and its interment right owners. As such, at least 15% of the purchase price of each ground interment space (and other amounts based upon other type of interments) must be segregated and held in trust for this perpetual care.

The present owners of the cemetery acquired the cemetery after many years of neglect and abandonment by the prior owners. Prior to the new owners acquiring the cemetery, the entire amount of money in the Perpetual Care Fund was depleted or never established. Neither the State nor former owners nor any other party, replaced the monies in the perpetual care fund. As part of the ownership of the cemetery, it absolutely necessary we operate Greenlawn Park, LLC. as a perpetual care cemetery and follow all laws and regulations going forward, but that we not have to replace the funds which are missing. This means that we recognize that we will have to work hard to re-build the perpetual care fund to ensure the long-term viability of the cemetery.

We encourage opportunities for interment rights owners and their families to assist us in generating more plot sales to boost perpetual care contributions and to keep maintenance costs to a minimum.

ADVANCE SALES OF SERVICES AND MERCHANDISE

Greenlawn Park, LLC. is authorized to sell and collect for services, such as merchandise, vaults and markers by the Mississippi Secretary of State according to Mississippi Code. This allows interment right holders to pre-plan and pre-pay for their final expenses in addition to fixing the price of those goods and services at today's prices.

In general, 85% of these amounts collected must be held in trust by a third-party trustee until the services are performed and the goods installed. (Slightly different calculations may apply to niches and mausoleum spaces.)

TRANSFER OR ASSIGNMENTS INDEBTEDNESS

The management may refuse to consent to a transfer or an assignment so long as there is any indebtedness due the management from the original lot owner or from anyone else in connection with an interment, purchase of the lot, or for any other reason.

INTERMENT RIGHTS CONVEYED BY DEEDS

Interment Rights will be conveyed to the purchaser(s) by a Cemetery Deed. No deed for any interment right shall be issued nor shall any right of ownership pass to the purchaser(s), until the purchase price is paid in full.

RECORDING OF LOTS AND BURIALS

Complete records of all lot owners and interments will be kept by the cemetery.

TRANSFER AND ASSIGNMENTS

For the protection of lot owners of the cemetery, and to prevent unauthorized transfers and interments, the management shall have complete records of the ownership of all lots in the cemetery. Therefore, the following restrictions are necessary and mandatory concerning sales, transfers, and assignment of all lots: No person shall sell, transfer or assign any lot or any interest therein without complying with this Rule, and all sales, assignments and transfers contrary to the terms of this Rule are void and of no effect, and will not be recognized by the management. Any person desiring to sell, transfer or assign any lot, or any interest therein, shall convey, transfer and assign such lot or their interest unto the cemetery, and the management will, after checking its records or making such other investigation as it may deem necessary, issue to the person(s) to whom the lot owner desires to sell, transfer or convey such lot, or any interest therein, a Cemetery Deed. Any sale, transfer, or assignment of interment rights must follow any restrictions within the cemetery. The management shall make a reasonable charge for its services, which charge must be paid in advance. Interment rights shall be purchased solely for the purpose of personal or family interment or the interment of the person designated in the purchase agreement, and not for purposes of speculation. The price received for the sale of any lots, graves, crypts, or niches cannot exceed the current selling price of like property by the cemetery.

MODIFICATIONS AND AMENDMENTS

The management may, and hereby expressly reserves the right, at any time or times, to adopt new Rules and Regulations, or to amend, alter or repeal any rule, regulation, article, section, paragraph or sentence in these Rules and Regulations.

EXCEPTIONS AND MODIFICATIONS

No waiver of any violation of these Rules and Regulations shall operate as a waiver of any subsequent violation of the same rule or regulation or as a waiver of any other rule or regulation, or the violation thereof. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The management therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of these Rules and Regulations when, in its judgment, the same appear advisable; and such temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rules.

<u>SERVABILITY</u>

If any rule or regulation or part thereof shall be declared invalid, such declaration shall not affect or invalidate the remaining Rules and Regulations or parts thereof herewith established.