

**REVISED AND AMENDED RULES AND REGULATIONS
OF THE
GRAND FORKS CEMETERY ASSOCIATION
OWNERS OF
MEMORIAL PARK SOUTH**

For the mutual protection of every member of Grand Forks Cemetery Association (GFCA), the GFCA hereby adopts the following rules and regulations. All members and persons within the cemetery, and all interment rights sold, shall be subject to said rules and regulations, amendments or alterations as shall be adopted by the GFCA from time to time; and the reference to these rules and regulations in the "Interment Right Contract" shall have the same force and effect as if set forth in full therein.

A misconception may exist in the minds of many with regard to the interment rights of those who thus become members of the Association. Every person who purchases interment rights in the cemetery becomes a member of the GFCA. The GFCA, at all times, retains the fee title to the real estate comprising Memorial Park and grants to those becoming members of the GFCA simply the right and privilege of burial in a specific plot of ground, clearly defined in the "Interment Right Contract" given by the GFCA. The term "Lot Owner" and "Interment Right Holder," whenever used, means "member," and its meaning is therefore, restricted to one having the right of interment only.

The GFCA is a mutual association, composed exclusively of members, as above defined, who are entitled to vote at the annual elections, but who delegate to a board of directors elected annually by the members, the entire control and management of its affairs.

GENERAL SUPERVISION OF CEMETERY

The cemetery shall be under the general supervision of the administrator and all funerals, upon reaching the cemetery, shall be under the supervision of the administrator.

INTERMENTS AND DISINTERMENTS

Memorial Park South shall remain open and make interments accessible on a year-round basis. An increased fee may be charged through the winter months due to the extra expense and equipment necessary to remove frozen ground and keep the roads clear. There may be times throughout the winter that interments could be delayed or cancelled due to excessive snow accumulations or other conditions beyond our control. When a death occurs in the winter months, members shall have the option of interment at that time or defer interment until the spring of the year.

No interment or disinterment shall be made until the cemetery has been furnished with a permit, such as may be required by laws of the State of North Dakota, together with an order from the legal interment right holder, or the legal representative. No grave shall be opened for interment or removal by any person not in the employ of the GFCA.

All interments require an enclosed outer container or vault or liner made of concrete or polypropylene (plastic). Cremations require an urn or suitable container. An urn-vault is not required.

Arrangements for an interment should be made at least 48 hours in advance of the time set for the funeral service. Interments will be allowed Monday through Saturday from 9:00 a.m. to 3:30 p.m. Saturday interments will be charged an overtime fee set by the GFCA.

No interments, disinterments, removals or interment service shall be permitted on Sundays, or any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

The purchase price of interment rights and the cost of preparing graves for burial can be ascertained at the office. For all interments, direction should be given and charges prepaid at the office.

Arrangements for advance interment payments can be made with the GFCA by prepaying an amount which is 25% greater than the current interment fee, freezing the cost of such interments without regard to prices prevailing at the time of death (an additional amount may be required for interment in the winter). Advance interment payments shall be deposited in trust as required by the laws of North Dakota until the time of death. In consideration of the GFCA agreeing to provide for interment, without regard to prices prevailing at the time of death, the GFCA shall be entitled to all monies and income in trust upon the GFCA's fulfillment of obligations. Any annual earnings from the trust that are required by law to be held in trust (known as statutory earnings), less any administrative expenses, if any, shall remain in the trust until the GFCA fulfills the obligation to the member. Any annual earnings not required by law to be held in trust (known as non-statutory earnings) may be retained in or removed from the trust at the GFCA's sole discretion.

No proprietor of any interment right holder shall allow any interment to be made therein, of the body of any person who was not at the time of death a relative of such proprietor, either by blood or marriage, without having first procured the written consent of the board of directors thereto, signed by the president and secretary. And no such consent will be given by said directors in any case except upon the written application therefore, signed by the owner, stating the reason for such request, and distinctly declaring that no enumeration whatever has been received, paid or promised for the privilege of such interment. And the directors reserve the right to withhold such consent whenever they shall deem it proper to do so.

Cremated remains shall be subject to all rules and regulations as traditional burials. Scattering of cremated remains is not allowed in any location of the cemetery. Cremated remains must be interred underground or may be entombed above ground if entombment options are available. When two bodies are interred in the same grave, said grave will be considered as two burial spaces and interment right holders will be assessed as such.

If one urn-vault is to contain two cremated remains, both cremated remains must be placed in the urn-vault at the same time. After an urn-vault is sealed and interred underground, the Association will not allow it to be opened again.

When two bodies are interred in a single grave, a double interment marker is required listing both deceased's names. Two individual markers will not be allowed on a single grave space.

Until all charges due the GFCA are paid, interments will not be allowed in any lot, and if they should be permitted before the lot is fully paid for, the GFCA retains the right of ownership in the lot, and in case the party purchasing the same fails to pay the full amount due therein, the GFCA may, after waiting a reasonable time, at its discretion, proceed to remove the bodies buried therein to some other suitable place in the grounds, or the portions set apart for single graves, or to a smaller lot, or may set off a part of the lot, in which the interments are made, at the expense of the purchaser of said lot, for their interment, and such new assignment of place of interment shall be in full for all money paid on the lot purchased, the same having been forfeited by reason of failure to complete the purchase.

The GFCA shall not be held responsible for any order given by telephone or any other communication, or for any mistake occurring from want of precise and proper instructions as to the particular space, size and location on the plot where interment is desired.

The GFCA shall reserve, 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 property, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as is possible, or as may be selected by the GFCA, or, in the sole discretion of the GFCA, by refunding money paid on account of said purchase. In the event the error shall involve the interment of the remains of any person in such property, the GFCA reserves, and shall have, the right to remove and re-inter the remains to such property of equal value and similar location as may be substituted and convey in lieu thereof.

The casket in every earth interment shall be enclosed in either a concrete or polypropylene (plastic) box or vault, the actual installation of which shall be made by the employees of the Association or under the supervision of the Association.

RECEIVING VAULT

The purpose of the vault is the retention of bodies during the portion of the year when the ground is frozen and interment difficult. Bodies deposited therein are subject to interment as soon as the frost is out of the ground, or before entirely out, at the discretion of the administrator.

Bodies will be deposited in the vault only on payment, in advance, to the secretary, of a sum sufficient to cover the price of a single grave, together with the cost of interment, except in case of interment right holders, when cost of interment only will be collected.

Vault storage fees will be collected from non-lot owners only.

Bodies of persons dying of contagious diseases will not be permitted in the vault.

The GFCA reserves the right, without notice, to remove from its vault at once and inter any remains not in good state of preservation, or when the condition of the body renders its interment necessary; or it may in its discretion permit an embalmer to do necessary preservative work when such appears in its discretion appropriate and necessary.

Before the interment of bodies deposited in the vault take place, notice of the date of burial will be sent to the near relative of, or persons interested in the deceased, where their residences are known and to the funeral director having charge of the body.

LOTS AND INTERMENT RIGHT OWNERS

Each interment right holder is a member of the GFCA and entitled to a vote at the annual election of Directors.

The prices of lots are fixed by the board of directors. All payments must be made to the directors who are authorized to furnish "Interment Right Contracts" to purchasers upon full payment being made.

As the policy of the GFCA is benevolent, each time that a lot owner purchases from their association, any lot, vault, marker, monument, or pays for the opening and closing of a grave, they are assisting to pay for, improve, maintain and beautify their cemetery grounds.

The GFCA looks with disfavor on any attempt to profit by sale of interment rights or interment privileges by its members.

Members shall not allow any interment to be made in their lots for a consideration, nor shall any transfer of interment rights be made except through and by the GFCA.

Members desiring to exchange interment right locations, previously purchased, for others, in a different part of the cemetery, may do so by relinquishing the interment rights originally purchased, to the GFCA, who will apply the amount originally paid for such interment rights on the present price of the new selection, as part payment.

Members desiring to transfer interment rights may do so only to a relative who is related by blood or marriage, the transfer of which must take place through the GFCA. Should a member desire to relinquish their interment rights, the GFCA may elect, at its discretion, to buy the interment rights back for the original purchase price only. Members may not sell their interment rights to other individuals.

In order that the development and beautifying the grounds may be uniform the GFCA employs a force of grounds workers, under the direction of the administrator, who is the representative of the board of directors on the grounds and who has direct charge of all work. No one, not an employee of the GFCA will be permitted to do work within the grounds, except such work as the GFCA is not prepared to do, and all such work will be done under the direction of the administrator.

The GFCA shall have the right to enter in or upon any lot and make any change or improvement which is may deem for the best interest of the cemetery.

GARDEN OF PRAYER

The size of upright memorials on designated "Upright Memorial Estates" shall have a minimum base size of 48" x 12" x 6" and a minimum die size of 36" x 6" x 20", a maximum base size of 54" x 14" x 8", and maximum die size of 42" x 8" x 24". Upright memorials may not exceed 36" in overall height. Foundations shall be of Rockville Granite only with split sides and sawed top and bottom, and shall be 62" x 26" x 4" in size.

Corner posts are not allowed in Garden of Prayer.

No individual plantings of any kind are allowed in Garden of Prayer.

UPRIGHT AND GRASS LEVEL MEMORIALS

Upright memorials shall be installed only in areas designated and plotted for upright memorials.

Grass level memorials shall be installed only in areas designated and plotted for grass level memorials.

No member 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 GFCA, and lot is paid in full.

Grass level memorials shall be bronze mounted on granite only and installed flush with the ground. Family name, first names and dates of birth and death shall be cast in bronze. Granite sides and bottom shall be sawed and of a uniform thickness of at least 3" but not more than 4".

Only one grass-level memorial shall be allowed on each grave.

Single bronze grass-level memorials shall not exceed 24" x 12" in size. Drilled granite bases for bronze memorials shall not exceed 28" x 16" in size. Oversized single grass-level memorials shall be subject to approval by the GFCA.

Companion bronze memorials (side by side over two graves) shall not exceed 44" x 14" in size. Drilled granite bases for companion bronze memorials shall not exceed 48" x 18". Drilled granite bases for Veterans companion markers two bronze VA plaques with a vase) shall not exceed 62" x 16". Oversized companion bronze grass-level memorials shall be subject to approval by the GFCA.

Double interment bronze memorials (top to bottom) shall not exceed 16" x 24" in size. Drilled granite bases for double interment bronze memorials shall not exceed 20" x 28". Drilled granite bases for Veterans double interment bronze (two 24" x 12" VA bronze plaques) shall not exceed 28" x 30". Oversized double interment grass-level markers shall be subject to approval by the GFCA.

Corner posts shall not be allowed.

While the GFCA will exercise all possible care to protect raised lettering, carving or ornaments on any memorial, or other structure, on any lot, it disclaims responsibility for any damage or injury thereto.

The GFCA shall have authority to reject any plan or design for any memorial, which on account of size, design, inscription, kind of quality of stone is unsuited to the lot or section on which it is to be placed.

No memorial shall be removed from the cemetery, except by the GFCA, unless the written order of the interment right holder is presented at the office of the secretary and permission be granted by the GFCA.

All grass-level memorials shall be constructed of bronze and mounted to natural stone from quarries approved by the GFCA. No artificial stone of any description shall be permitted. Bronze memorials must be secured to a drilled granite base. Concrete bases are not allowed.

Installation fees for grass-level memorials can be ascertained by contacting the office of the GFCA.

Memorials shall be installed by GFCA personnel only, the installation of which shall be paid for in advance.

The GFCA 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 of placing of a memorial in the cemetery.

Should any memorial become unsightly, dilapidated, or a menace to visitors, the GFCA shall have the right to either correct the conditions, or to remove the same, at the expense of the interment right holder.

FOUNDATIONS

All foundations for upright monuments shall be granite only. Concrete foundations are not allowed.

Foundation installation fees for upright memorials can be ascertained by contacting the office of the GFCA.

Foundations shall be installed by GFCA personnel only, the installation of which shall be paid for in advance.

CONTROL OF WORK BY ASSOCIATION

All grading, landscape work and improvements of any kind, and all care of trees, shrubs and herbage of any kind on cemetery alleyways and berms (non-grave areas), shall be planted, trimmed, cut or removed, and all openings and closings of plots, and all interments and disinterments and removals shall be made only by the GFCA.

All improvements or alterations of individual property in the cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the management; and shall they be made without its written consent, the management shall have the right to remove, alter or change such improvements or alterations at the expense of the lot owner, or, in any event, at any time, in its judgment they become unsightly to the eye.

DECORATION OF LOTS

No planting of any kind in any section of the cemetery is permitted, other than by the cemetery.

Memorial Day decorations will be allowed to remain on all cemetery lots starting one week prior to Memorial Day and ending one week after Memorial Day. At the end of this two-week period, all Memorial Day decorations shall be removed by cemetery personnel that are not in permanent flower vases built into the marker.

During the mowing season that extends from April through October in each year, shepherd's hooks, pinwheels, edging of any kind, decorative mulch or rock, potted plants, flower vases, candles, or other items will not be allowed on, stuck into the ground, or on or around graves, nor may shepherd's hooks or hooks of any kind be affixed to or placed on upright monuments, monument foundations, or grass-level markers. The Administrator shall use discretion when removing decorations from lots which have become cluttered looking.

Bronze flower vases which are built into the marker may remain turned upright throughout each mowing season. Only flowers, small flags, and other small ornaments will be allowed in permanent flower vases throughout the mowing season. Decorations which extend more than twelve (12) inches above the rim of the flower vase will not be allowed. Decorations of any kind are not allowed on graves or on the surface of the marker.

The only solar or battery-powered lights allowed are those that emit a subdued white light. No more than one solar light allowed in each flower vase during the mowing season, and no more than two solar lights allowed during the winter months. No spotlights, flashing lights, or lights that change color will be allowed.

Faded artificial and fresh flowers will be removed when they become unsightly.

No flower vases will be allowed to remain upright during the winter months. Any member ignoring this rule will be responsible for any damage that could occur due to normal and necessary winter work in the cemetery.

No flower receptacles may be placed on the lot unless approved by the GFCA and they shall be of metal of approved size and design, installed within the marker, and set wholly beneath the level of the lawn.

Christmas wreaths may be placed upon graves at the end of the mowing season and they may be left until spring. On or about the date of April 15 of each year, cemetery personnel will remove all remaining winter decorations from the graves.

The GFCA shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage or any kind, from the cemetery as soon as, in the judgment of the GFCA they become unsightly, dangerous, detrimental or deceased, or when they do not conform to the standards maintained. The GFCA shall not be liable for floral pieces, baskets, or frames in which or to which such floral pieces are attached.

The GFCA shall not be liable for lost, misplaced or broken flower vases. The GFCA shall not be responsible for plants, herbage or plantings of any kind damaged by the elements, thieves, vandal, or by any other cause beyond its control. The GFCA reserves the right to regulate the method of decorating lots so that a uniform beauty may be maintained. The GFCA reserves the right to prevent removal of any flowers, floral design, trees, shrubs or plants, or herbage of any kind, unless it gives its consent.

CONDUCT OF PERSONS WITHIN CEMETERY

Persons within the cemetery grounds shall use only the avenues, alleys and roads, and any person injured while walking on the grass, except that be the only way to reach their lot, or while on any portion of the cemetery other than the avenues, walks, alleys or roads, shall in no way hold the Association liable for any injury sustained.

Only members and their relatives shall be permitted on the cemetery lot. Plots are sacred and private and must not be invaded. Any other person there-on shall be considered a trespasser, and the GFCA shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonable safe condition.

Children under fifteen years of age shall not be permitted within the cemetery, or its buildings, unless accompanied by proper persons to take care of them.

All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants.

Persons other than members or relatives shall not be permitted to loiter in the cemetery.

The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings is prohibited.

Vehicles shall not be driven through the grounds at a greater speed than fifteen miles per hour and may not be driven off the pavement. Vehicles are not allowed to park or to come to a full stop in front of an open grave unless such vehicles are in attendance at the funeral.

No sign or advertisements of any kind shall be allowed in the cemetery, unless placed by the GFCA.

Pets shall be allowed on the cemetery roads but must be leashed and cleaned up after.

The Administrator and such other employees as the GFCA may designate is hereby empowered to enforce all rules and regulations, and to exclude from the property of the GFCA any person violating the same. The administrator and his assistants shall have charge of the grounds and buildings, and at all times, shall have the supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, members and visitors.

MODIFICATIONS AND AMENDMENTS

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The GFCA, 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 appears to be advisable, and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such rules. The GFCA may, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter or repeal any rule, regulations, article, section, paragraph or sentence in these rules and regulations.