

LAUREL MEMORIAL PARK, INC.

RULES AND REGULATIONS

JANUARY - 2020

OFFICE

**112 S. OXFORD AVENUE #804
VENTNOR CITY, NJ 08406**

RULES and REGULATIONS
of
LAUREL MEMORIAL PARK, INC.

January 1, 2005

This Pamphlet contains the Rules and Regulations of Laurel Memorial Park, a non profit cemetery incorporated under the State of New Jersey as Laurel Memorial Park, Inc. Laurel Memorial Park, Inc., reserves the right to compel all persons coming into the Cemetery to obey the Rules and Regulations now or hereafter adopted by it.

OWNERSHIP, TRANSFER AND DECENT OF INTERMENT SPACE

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

All interments in the Cemetery shall be held subject to the New Jersey Cemetery Act, Title 8A:1-1., et seq., the amendments thereof and supplement thereto and revisions thereof, and any special or general acts applicable to Laurel Memorial Park Inc. and its cemetery lands, and subject to the franchise, Bylaws, Rules and Regulation of Laurel Memorial Park Inc., now in force or hereafter adopted;, where the same appear herein or in the agreement for purchase or in the deed conveying the interment space.

No easement or right of interment is granted to any owner of interment space in any road, drive, alley or walk within the Cemetery, but the same may be used as a means of access to such interment space as long as the Association devoted it to that purpose.

No person will be recognized as the owner or co-owner of any interment space, or any interest therein, unless his name is validly recorded on the records of Laurel Memorial Park, Inc. Following the death of an owner of interment space or the purchaser under an agreement of purchase thereof, no interments or use of the remaining interment space may be made. The Cemetery may refuse to recognize the interest of a successor in title until the surviving spouse, if any, or any other person claiming title thereto or an interest therein as heir or devisee of a deceased owner shall file with the Cemetery an Affidavit in such form as meets with its approval, together with a certified copy of the last will and testament, in any, of the deceased plot owner, and letters testamentary thereon, and its charge for such filing and approval shall have been paid in advance.

Lots or fractional lots, as sold, will not be divided. No objection exists, when there are joint owners, to an agreement between them as to part of the lot to be used by each, but Laurel Memorial Park Inc., will not undertake to record or enforce such agreements.

Upon the death of a joint tenant or a tenant by the entirety, the Cemetery may require, before recognizing the surviving tenant as sole owner of the interest held by them in the interment space, that such survivor shall file with Laurel Memorial Park Inc. an Affidavit in such form as meets with its approval, and that its charge for such filing and approval shall have been paid in advance.

No sale, transfer or assignment of any lot, or part of a lot, shall be valid without the consent of Laurel Memorial Park Inc. indorsed on the conveyance.

No lot owner has the right to transfer his lot, or part of his lot. Such transfers are mere privileges extended in special cases by the Cemetery after careful investigation and the determination by the officers that such transfers are proper to be made. Owners of interment space shall not permit interments to be made therein for a remuneration.

No interment or disinterment will be permitted in, and no monument, memorial or embellishment may be placed on any plot, lot, grave, crypt or niche, against which there shall be any charge of Laurel Memorial Park Inc.

Laurel Memorial Park, Inc., reserves the right to refuse interment, and to refuse to open any interment space for any purpose, except on written application by the owner of record or his legal representative, made out on such forms as shall meet with the approval of Laurel Memorial Park Inc., and which shall be filed in the Cemetery Office. The Cemetery shall be entitled to rely on the accuracy or the information set forth in such permit, and shall not be liable for any error therein contained, or as to the identity of the person whose remains are to be interred.

Laurel Memorial Park, Inc. may accept and rely upon as duly authorized, any and all instruments, including but not limited to permits and orders of any and every kind, nature or description, transfer deeds, assignments and /or reservations of interment space, affidavits and designations, and it shall have the right to rely and act upon the truth of all statements contained therein, and upon the genuineness of all signatures thereon, and upon the authority of the person signing the same to bind all interested parties.

Laurel Memorial Park, Inc. may require that a member of the family come in person to the Cemetery to advise the Cemetery which grave shall be opened for an interment. In the absence of specific written instructions by the owner of the interment space, Laurel Memorial Park, Inc. or its officers or agent having immediate charge of the interment, may inter the remains of any person entitled to interment there, in any one of the unused spaces therein, except such as may have been reserved for others as appears on the Cemetery's records, at its discretion.

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

Laurel Memorial Park Inc., its agents, servants and employees shall not be held responsible for any mistake or error resulting from an order not given in writing or in any other manner, or from the want of precise and proper instructions as to the particular space, size and location in a plot or lot where interment is desired, or from the omission of the plot owner to file with the Cemetery a grave layout map approved by it.

When there are two or more co-owners of an interment space, they may designate one or more persons to represent the interment space and file with the Cemetery a written notice of such designation which shall be in such form as is satisfactory to it, for which it shall be entitled to make a charge which is payable in advance. In the absence of such notice, Laurel Memorial Park, Inc. shall not be liable to any person for the interring or permitting of an interment in the interment space upon request or direction of any co-owner. Where a lot is owned by a Church, lodge, or other Society, interments shall be limited to the actual members of the organization and their husbands and wives,

The right to control the disposition of the remains of a deceased person, unless other directions have been given by the decedent or by a court of competent jurisdiction shall be in the following order:

- a. The surviving spouse
- b. A majority of the surviving children or the decedent or the surviving child if one.
- c. The surviving parent or parents of the decedent.
- d. A majority of the brothers and sisters of the decedent if no child or parent is living.
- e. Other next of kin according to the degree of consanguinity.

When human remains shall have been interred pursuant to a written interment permit, the Cemetery may, unless said permit expressly provides otherwise, allow the nearest of kin of said decedent to erect a monument or memorial upon the grave in accordance with its Rules and Regulations

No disinterment will be permitted except with the consent of the persons required by the New Jersey Cemetery Act, all of which such consents shall be in such form as is satisfactory to the Cemetery.

MAINTENANCE OF GRAVES BY CEMETERY

The term "maintenance" shall mean: the cutting of the grass upon the graves at reasonable intervals, removing debris, and such work as may be necessary to keep the graves in good and neat condition.

The term "maintenance" shall not include: watering the grass, the replacement of any shrubs, flowers or plants, the sodding or resodding, the seeding or reseeding of any interment space. The cemetery disclaims any responsibility for the care and maintenance of any shrubs, flowers or plants that have been planted or placed upon the grave by the grave owners and if grave owners choose to do so, it shall be at their own risk.

The term "maintenance and preservation" shall in no case be construed as meaning the maintenance, care, repair or replacement of any monument, granite or bronze marker or monumental structures or other embellishments or improvements placed or erected upon any interment space; where the damage was caused by any act other than that of the Cemetery, including but not limited to loss or damage by the elements, acts of God, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots, or by the orders of any military or civil authority, whether the loss or damage be direct or collateral.

No person shall trim or prune, or remove any branches from any tree in the Cemetery, whether on his lot or not. On request, the Superintendent will do any pruning needed without charge. Furthermore, no person shall move any tree or shrub growing within the Cemetery without the consent of the Cemetery. Moreover, no person shall take up or remove any plant from the Cemetery without a permit from the office. The observation of this rule renders it easier to detect and punish thefts of plants.

INTERMENTS

The date and time of an interment shall be set solely by the Cemetery. Interments may be scheduled with the superintendent of the Cemetery Monday through Friday between the hours of 9:00 a.m. and 3:30 p.m.. There will be an additional charge for interments scheduled after 3:30 p.m. on weekdays and Saturday, with no funeral arriving after 2:00 P.M. on Saturday.

No interments will be made on Sundays, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas and New Year's Day.

Every funeral procession is required to stop at the Cemetery Office and deliver to the Cemetery Superintendent or such other authorized agent of Laurel Memorial Park, Inc. then in charge of the Cemetery in his absence, the permits issued by the Board of Health and the owner of the plot, lot, grave, crypt, niche, and to prepay its opening charge. The grave that is to be used, must also be paid for and not have any outstanding charges against it.

All funerals upon reaching the Cemetery shall be under the supervision of the Management. The Cemetery shall have the right to refuse to proceed with the interment unless the funeral is accompanied by a duly licensed funeral director. Before the interment may proceed, such funeral director must register at the Cemetery office and deliver all necessary permits and authorizations.

Laurel Memorial Park, Inc. reserves the right to insist upon receiving written notice of an interment at least 24 hours before the funeral cortege arrives at the Cemetery Office, and at least one week's written notice of any disinterment or removal of the remains. This rule will not apply to contagious cases, when immediate burial is required by law, provided that it is plainly shown that it was impossible to make the burial on a previous working day. The Cemetery assumes no liability for damage to any casket or burial case or vault in original interment or removal.

For the purpose of handling the casket safely, and maintaining a high degree of beauty and dignity, a lowering device and artificial grass covering must be used at each interment, for the use of which the Cemetery will make a reasonable charge.

The Cemetery allows only enough flowers to cover the grave site, and will remove all others because they damage the grass and become unsightly in a very short time.

Laurel Memorial Park, Inc., allows the interment of two cremains in a full size lot, or one cremains and one regular interment only. There is an additional charge for the reuse of the grave for the second interment. At no time may there be more than one marker on any grave.

CONCRETE VAULTS

Laurel Memorial Park requires a two-piece concrete vault with straight sides, with compressive strength of 4,500 pounds per square inch, and reinforced with steel wire. Vault walls to be not less than one-half inch in thickness; with no flat covers allowed. The reason for this rule is to prevent the natural collapse of graves over time that results in unsightly and dangerous circumstances for all concerned.

DISCLAIMER

Laurel Memorial Park, Inc. reserves, and shall have the right to correct any error that it may make in interment, disinterment or removals, or in the inscriptions on memorials or on the container for cremated remains, or in locating or placing of memorials, or in the contract for the sale of or in the conveyance of interment space, (including but not limited to the erroneous inclusion therein of interment space which it had theretofore sold or contracted to sell to another). In the event of any error made in the contract for the sale of interment space, Laurel Memorial Park, Inc. may, at its election, correct the same, or if for any reason it cannot sell the interment space therein described, it may substitute in said contract in lieu of the interment space therein described, other interment space of equal value and similar location as far as possible, or in its sole discretion it may refund to the purchaser the consideration paid to it on account thereof and cancel said contract. In the event of any error made in the conveyance of interment space, or if for any reason it could not or should not have conveyed the same, it may cancel said conveyance and issue in lieu thereof a new conveyance for other interment space of equal value and similar location as far as possible, or in its sole discretion, it may refund the consideration paid to it therefor. In the event that the correction of any such error shall require the removal of interred remains, Laurel Memorial Park, Inc. reserves the right to disinter the same and reinter the same in the correct or in the new location. The Cemetery shall not be liable in damages for any such error or the consequences thereof, or for the correction thereof.

Laurel Memorial Park, Inc. shall be in no way liable for any delay in the interment of the remains where a protest has been made, or where its Rules and Regulations have not been complied with, and it reserves the right, under such circumstances, to place the remains in a receiving vault at the expense of the person making the interment, until the rights of all interested parties have been determined. The Cemetery shall be under no duty to recognize any protest unless it be in writing and be filed in its office at least 24 hours before interment.

The Cemetery distinctly disclaims all responsibility for any loss or damage from causes beyond its reasonable control, including but not limited to damage caused by persons not in its employ, by the elements, acts of God, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots or orders of any military or civil authority, whether the damage be direct or collateral.

Laurel Memorial Park, Inc., in the performance of any of its contracts or other legal obligations, shall not be liable for any delay (or the consequences thereof) caused by the elements, acts of God, strikes, lockouts, shortage of labor and or material, the common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots, or orders of any military or civil authority, and or conditions beyond its control

Laurel Memorial Park, Inc. shall not be liable for damage or injury to any person or property in the Cemetery, except for its own willful misconduct or gross negligence. Persons entering the Cemetery grounds, or buying property therein, are mere licensees and assume every and all risks.

FLOWERS AND DECORATIONS

Laurel Memorial Park encourages the decoration of graves with fresh flowers and allows potted plants that are no larger than 8 inches and no less than six inches. Larger potted plants are too difficult for our employees to move. **Artificial flowers or decorations are not permitted during the mowing season which begins May 1st, until November 1st.** After November 1st., artificial flowers will be allowed until the first of May, when we again clean sweep the cemetery of all artificial material. **Christmas blankets are removed February 1st.**

Decorations placed on graves for Mother's Day, Memorial Day, Fourth of July and Veteran's Day, will be removed after one week. Flags placed on Veteran's graves for Memorial Day will be removed the day after Flag Day on June 14th.

Unfortunately, there have been some owners who have caused to be permanently attached to the top of both monuments and markers items that do not belong there, such as colored stones, pennies or coins and thereby have altered the appearance of their respective marker or monument so that it does not match with all the other granite headstones or monuments in the Cemetery. As our name implies, we like to maintain a consistency that we think is appealing to all our lot owners so that the park like atmosphere is maintained for every one to enjoy.

Therefore: Glass and plastic ornaments, statuary, votive lights, flags, wind chimes, urns, flower boxes, wooden, iron or other crosses, wreaths, trees, shrubs, fences, hedges, or other enclosures around or within lots, chairs, settees, or miscellaneous objects will not be permitted and will be removed by the Cemetery. Laurel Memorial Park, Inc. and its employees will not be responsible for their care and will decline to attempt finding them after being so removed. No signs of any kind will be allowed on plots, lots, graves, mausoleum crypts or niches.

No object of embellishment of any kind, may be placed upon a monument or marker, or removed from a plot, lot, grave, crypt or niche without the written consent of the cemetery.

Our purpose in these measures is to insure that Laurel Memorial Park continues to be attractive and well kept, and your cooperation will help us to attain this common goal.

MONUMENTS

Laurel Memorial Park, Inc. passed the following rules governing all monumental work in the Cemetery. All monuments must be of granite and finished on the back as same as the front. **Every base must be not less than 10" in height or more than 12", nor can they be polished or beveled on the sides.** Flower vases are only allowed on the lot as part of the monument and must be of the same material, and must have an opening of not less than 7" in diameter, with side walls of 2".

Monuments on all six grave lots must have at least a 4'6"x 1'8" base and a minimum 3'4"wide x 1'0" x 2'6" die. **The maximum size of the base may be no more than 7'8" x 2'0" with a die of no more than 6'6" wide x 1'0" x 3'6" in height.**

Monuments on four grave lots must have at least a 3'6" x 1'8" base and 2'4"wide x 1'0"x 2'6"die. **The maximum base may be no more than 6'8" x 2'0" and a die of no more than 5'6" wide by 1'0" x 3'0" in height.**

Monuments on lot widths of 10' frontage with a base larger than 5'8' long must be submitted for approval. All types of memorials including private mausoleums, in any part of the Cemetery, must be submitted to Laurel Memorial Park, Inc., for approval.

Before commencing any work, the monument contractor shall first submit to Laurel Memorial Park, Inc. for its approval a written order containing the following information.

- (a) Type of work to be done.
- (b) Sketch of memorial to be erected and inscription thereon indicating name of deceased or lot owner.
- (c) Width, thickness and height of base.
- (d) Width, thickness, and height of die.
- (e) Type, finish and color of base and die.
- (f) Name, address and signature of purchaser and owner.

MARKERS

All new markers must be at 24" long , 12" high and 12" thick, except in Section "CC" where the markers must be 1'4" high and centered on two graves. In Laurel Memorial Park Cemetery, all markers must match the exact size and color of every other marker or monument on each lot.

Every memorial, except those made of bronze in the bronze plaque sections, must be made of granite. All private mausoleums must also be made of granite. No other material is permitted in the Cemetery, and the Cemetery may reject any inferior grade of either one or these materials , and reserves the right to reject at any time any marker or monument, which in the judgement of the Cemetery should not be permitted or placed on a lot

FOUNDATIONS

As a guarantee of good work, and as a protection to all lot-holders, and for the general welfare of the Cemetery, the Directors reserve the right to excavate for and build all foundations, and also to regulate all work done in the Cemetery.

REPAIRS

In the event that it becomes necessary to repair or reconstruct any granite, bronze or concrete work on any section or plot, crypt or niche, or any portion thereof in the cemetery, mausoleum or columbarium, which has been damaged by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by order of any military or civil authority, Laurel Memorial Park, Inc., shall give a 10 day written notice of the necessity for such repair to the plot owner of record, to be sent by certified mail to the address on the books. Failure to repair, the Cemetery may direct repairs made and charge the expense against the plot owner of record.

OUTSIDE CONTRACTORS

All persons, including but not limited to outside contractors, wishing to do any work in the Cemetery, including but not limited to the erecting or mausoleums, vaults, monuments, setting grave markers or cutting any inscriptions, must first present at the Cemetery Office a written authorization therefor signed by the owner of the plot, lot, grave, crypt, or niche and by such others whose consent thereto Laurel Memorial Park, Inc. deems necessary, specifying in detail the work to be done and materials to be furnished, and obtain a written permit from the Cemetery, before commencing the work or bringing any materials into the Cemetery. Said permit will be granted only upon condition that the person who is to do such work first files with the Cemetery

a surety bond of a responsible insurance company authorized to do business in the State of New Jersey, and in such form as is satisfactory to Laurel Memorial Park, Inc. indemnifying it against any damage which he may cause to the property of the owner of the plot, lot, grave, crypt or niche, or the property of Laurel Memorial Park, Inc. and/or to any other plot, lot, grave, crypt or niche owner, and he shall at all times during the performance of the work maintain in full force, in responsible insurance companies authorized to transact business in the State of New Jersey, insurance against public liability for personal injury and/or death, with such limits as Laurel Memorial Park, Inc. shall specify, and before commencing work or bringing materials into the Cemetery, he shall furnish the Cemetery with a certificate from his insurance carrier certifying to said coverage. Such permit shall be shown whenever demanded by the Superintendent; or any other officer of the Cemetery. All such work must be done under the supervision of the Superintendent of the Cemetery or such other properly authorized person as shall be in charge of the Cemetery in his absence, for which it may make a reasonable charge. In addition to the foregoing, all outside contractors shall file adequate certificates, issued by responsible insurance companies authorized to transact business in the State of New Jersey, evidencing adequate coverage for public liability and property damage and Workmen's Compensation.

All work done and materials furnished to the owner of a plot, lot, grave, crypt or niche by anyone other than the Cemetery shall be subject to the approval of Laurel Memorial Park, Inc. for which approval it may fix and collect a reasonable charge. The Cemetery, however, in no event assumes any liability to any one by reason of its granting such approval. If in the opinion of the Cemetery, any work or materials so furnished shall be improper, it may reject the same; and if the said work has already been done or the said material been delivered on the plot, lot, grave, crypt or niche, the Cemetery may enter thereon and remove the same therefrom or, if in its opinion the same may be put in order, the Cemetery may in its discretion put the same in proper order at the expense of the owner of the plot, lot, grave, crypt or niche.

All workmen employed by anyone other than the Cemetery in performing any work or furnishing any material in the Cemetery, must be subject to the supervision of Laurel Memorial Park, Inc. and any workman failing to conform to this Rule and regulation will not be permitted

to work on the grounds.

No one, other than Laurel Memorial Park, Inc., its officers, agents and employees, may trespass upon intervening plots, lots graves, crypts or niches, when moving materials for monuments, etc. The paths are to be used in all cases, unless special permission be obtained to the contrary from the owners of plots, lots, graves, crypts or niches affected.

When trees or shrubbery are in the way of contemplated improvements, notice must be given at the Cemetery Office prior to commencing work.

When heavy material is to be moved, planks must be laid on the paths or grass affected, in order to protect the same from damage.

All rubbish made by outside contractors, or others employed by owners of plots, lots, graves, crypts or niches must be removed immediately to such place of disposal as may be provided for this purpose, or as the Cemetery shall direct. Upon failure to comply with this Rule, Laurel Memorial Park, Inc., may give the last known owner of the interment space notice, and if he fails to rectify the condition complained of, within the time specified in said notice, the Cemetery may, in its discretion, enter upon the interment space and cause the same to be moved at such owner's expense.

GENERAL

Laurel Memorial Park, Inc. may, and it hereby reserves the right at any time or times, with or without notice to anyone, including but not limited to the owners of interment space, or any contractor or memorial dealer, to revise, amend, modify, supplement or repeal in whole or in part, these Rules and Regulations.

Special cases may arise in which the literal enforcement of a Rule or Regulation may impose unnecessary hardship. Laurel Memorial Park, Inc. therefore reserves the right, without notice, to make exceptions, suspensions or modifications in any of the Rules and Regulations, when in its judgement, the same appear advisable; and such exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such Rules and Regulations. It is expressly understood that any indulgence on the part of the Cemetery or failure to insist upon the strict performance of any Rule and Regulation, shall not be deemed a waiver of its rights in the premises.

Laurel Memorial Park Inc., reserves unto itself the right, at any time and from time to time, to enlarge, reduce, replot or change the boundaries or grading of the Cemetery or of any section or sections, thereof, or any part or parts thereof, including but not limited to the right to

modify or change the location of, or any parts of, or regrade or eliminate, roads, drives and/or walks. It also reserve unto itself easements and rights of way under, through, and over the Cemetery grounds and any and every part thereof for the purpose of laying, maintaining and operating, or altering or changing pipe lines, conduits, gutters and /or drains for sprinkling systems, drainage, electric or communications lines, or for any other purpose. Laurel Memorial Park, Inc. further reserves unto itself and to those lawfully entitled thereto, a perpetual right to ingress and egress over and all plots, graves, crypts, niches in the Cemetery for the purpose of passage and repassage.

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

All persons entering the Cemetery for whatever reason must display proper respect for the deceased and for the sacred burial grounds in which they are interred. In addition the following must be adhered to:

- (a) Persons with foodstuffs, liquor or any other form of refreshments will not be permitted on the Cemetery grounds.
- (b) No vehicle shall ever be driven at a speed exceeding 15 miles per hour. When a lesser speed limit is posted, such lower limit must be observed.
- (c) No one, including but not limited to any gardener, monument or bronze plaque dealer, shall solicit business in the Cemetery or place any business cards upon any plot, lot, grave crypt or niche.
- (d) All work and other activity must cease during the conducting of funeral services in the vicinity.

Any notice which may be necessary or proper to be given to the owner or a plot, lot or any part thereof; or interest therein, or of any grave, crypt or niche, shall be sufficient if sent by ordinary mail addressed to him at his last address of file in the Cemetery Office. It shall be the duty of such owner to notify Laurel Memorial Park, Inc. in writing by registered or certified mail, return receipt requested, of any change of his post office address, and such notice must be actually received by the Cemetery at said Office.