

# EMANU EL MEMORIAL PARK

## Rules and Regulations

These are the rules and regulations of Emanu El Memorial Park, a cemetery located in Harris County, Texas, the plat of said cemetery being recorded in Volume 24, Page 14, of the Map Records of Harris County, Texas.

In addition to all conditions and requirements set forth in any registration of the right of sepulture in any burial plot, with relation to the use and maintenance of such burial plots, and including all general improvements and betterments to the cemetery in its entirety, all such registrations, and the use and operation of Emanu El Memorial Park, shall also be subject to the following rules and regulations (the "Rules and Regulations") duly adopted by the Board of Trustees of Congregation Emanu El of Houston, Texas:

### DEFINITIONS

Rule 1 - A:

General. Capitalized terms used in these Rules and Regulations shall have the meaning as specifically defined in these Rules and Regulations or by the Congregation, or if not so defined, then such terms shall have the same meaning as defined in the applicable provisions of Chapter 711 of the Texas Health and Safety Code, as the same may be amended from time to time (which Chapter is entitled "General Provisions Relating to Cemeteries").

Rule 1 - B:

Specific Definitions. As used in these Rules and Regulations, the following terms are specifically defined as follows:

Acknowledgment of Registration means a written document issued by the Congregation to a Plot Owner which specifically acknowledges that as of the date of said document the exclusive right of sepulture license in one or more specific Plots within the Cemetery is registered in the name of Plot Owner on the books and records of the Cemetery. Any document entitled a "Warranty Conveyance" or similar instrument which was issued by the Congregation prior to the date that the term "Acknowledgment of Registration" was added to these Rules and Regulations shall be deemed an Acknowledgment of Registration for all purposes.

Cemetery means physically the Emanu El Memorial Park, a cemetery located in Harris County, Texas, the plat of said cemetery being recorded in Volume 24, Page 14, of the Map Records of Harris County, Texas, as the same may be modified, amended and supplemented from time to time, which is owned and operated by the Congregation, and includes the grounds, improvements and buildings located on the grounds.

Cemetery Committee means the "Cemetery Committee" as defined in the By-Laws of the Congregation, which is established for the supervision and maintenance of the Cemetery, as provided in the Bylaws of the Congregation.

Congregation means Congregation Emanu El of Houston, Texas, a Texas non-profit corporation.

Cremation Plot means any one space of ground in the Cemetery which has been platted for Interment purposes, is smaller than a regular sized Plot, and has been designed as a "Cremation Plot" by the Cemetery Committee.

Headstone means a permanent marker, tablet, or memorial made of granite or bronze or other approved material, installed on a Plot, the size, location and details of which are subject to the provisions contained in these Rules and Regulations.

Immediate Family means with respect to a person: (a) the spouse or domestic partner of said person, and (b) each of said person's (or said spouse's or domestic partner's) parents, step-parents, children, step-children, grandchildren, step-grandchildren, siblings or step-siblings, and (c) the spouse or domestic partner of each individual included in (b).

Memorial Park means the Emanu El Memorial Park acting by and through and including the Congregation, the Cemetery Committee and the Superintendent.

Perpetual Care means mowing the grass, keeping the sod in repair, and the general care, maintenance, embellishment, beautification, upkeep, preservation, repair and replacement of the grounds, buildings, improvements, roads, water and drainage systems, fences and property within the boundaries of the Cemetery as a whole, and for such other purposes as may from time to time be authorized by law or the Memorial Park. In no event, however, shall "Perpetual Care" be construed to mean the care, maintenance, beautification, etc., of individual Plots, as distinguished from the Cemetery as a whole, nor the repair and replacement of any Headstone.

Perpetual Care Funds means those funds collected and paid to the Perpetual Care Trustee pursuant to these Rules and Regulations, to be held, administered and invested by the Perpetual Care Trustee for the purpose or providing Perpetual Care.

Perpetual Care Trustee means the Investment Committee of the Congregation, acting as Trustee for the Perpetual Care Funds.

Plot means any one space of ground in the Cemetery which has been platted for Interment purposes. "Plots" means more than one Plot. If a Plot has been deemed subdivided into two halves pursuant to Rule 3-J, then the term "West Half" means the half of the Plot on the westerly end of the Plot, and the term "East Half" means the other half of the Plot on the easterly end.

Plot Owner means, in the following order, a person or persons: (1) who is/are registered on the books and records of the Cemetery as being the licensee of the exclusive right of sepulture in one or more specific Plots within the Cemetery, (2) who is/are a transferee as provided in Rule 6 of these Rules and Regulations, or (3) who is/are authorized to exercise rights as provided in Section 16-C of these Rules and Regulations. Such exclusive right of sepulture shall be deemed a limited license in and to a Plot, which specifically is not a "good or service" being purchased by Plot Owner. A license in a Plot shall be presumed to be the separate property of the Plot Owner as provided in Section 711.039(a) of the Texas Health and Safety Code.

Remains means (per Section 711.001(28) of the Texas Health and Safety Code) either human remains or cremated remains. Generally in these Rules and Regulations, the term "Remains" refers to human remains (whether casketed or cremated), and the term "Cremated Remains" refers only to cremated human remains. The Congregation through the Cemetery Committee adopts the 1980 CCAR Respona that Cremated Remains should be treated with the same respect as casketed Human Remains.

Superintendent means such employee of the Congregation who has been designated as the "Superintendent" or "Care-Taker" of the Cemetery by the Cemetery Committee, and who shall act under the Cemetery Committee.

## **GENERAL SUPERVISION OF THE CEMETERY**

### Rule 2 - A:

Sectarian Cemetery. The Cemetery is a sectarian cemetery owned and operated by the Congregation. All Plots in the Cemetery shall be used as places of burial for the Remains of persons of the Jewish faith and for the Remains of all persons, irrespective of religious faith, who shall be within the immediate or extended family of and designated by a Plot Owner.

### Rule 2 - B:

Congregation's Control of Cemetery. The Congregation retains the absolute control of the Cemetery, subject to the provisions in any Acknowledgment of Registration, these Rules and Regulations, and applicable law. The Memorial Park reserves the right to refuse admission to anyone who is not a Plot Owner, and to refuse the use of any of the facilities at any time to any person or persons whom the Memorial Park may deem objectionable to the best interest of the Memorial Park.

### Rule 2 - C:

Sales Price of Plot(s). The Board of Trustees of the Congregation shall have the right and power to determine the purchase price or prices for the exclusive right of sepulture in any Plot or Plots, and administrative fees using such criterion as the Board of Trustees finds relevant. The Cemetery Committee shall have the right to make recommendations to the Board of Trustees from time to time with respect to such prices, fees and other policies with respect to the Memorial Park. The purchase price charged by the Congregation for any Plot shall be deemed a cash price (regardless of whether the Congregation allows payment terms on any unused Plot) for the exclusive right of sepulture in a Plot. If the Congregation elects to allow a purchaser to charge all or part of the purchase price of an unused Plot, the Congregation shall have the right to charge the purchaser a surcharge in an amount as determined by the Congregation in addition to the purchase price, as a convenience to the purchaser.

On February 9, 2016, the Congregation's Board adopted the following payment policies:

#### Non-Member Payment Terms:

Non-Members purchasing a plot or plots on a "Pre-Need" basis will be required to pay 1/3 of the cost of the plot or plots upfront and pay the remaining 2/3rds within the subsequent twenty-four (24) months following the date of purchase. Payment of the balance due may be made as follows:

- Two equal annual payments
- Eight quarterly payments

- Twenty-four monthly payments

Payment may be made through an automatic debit from the purchaser's checking account or the use of a credit card. If a credit card is used the purchaser will be required to pay a surcharge. The amount of the surcharge will be based on the rate in place at the Temple at the time the purchase is made. If there is a need to use the plot prior to the Temple receiving payment in full, all remaining costs must be paid prior to interment. Payment in full is required at the time of purchase for all "At-Need" plots

Member Payment Terms:

Members purchasing a plot or plots on a "Pre-Need" basis will be required to pay 1/3 of the cost of the plot or plots upfront and pay the remaining 2/3rds within the subsequent thirty-six (36) months following the date of purchase. Payments may be made as follows:

- Three equal annual payments
- Twelve quarterly payments
- Thirty-six monthly payments

Payment may be made through an automatic debit from the purchaser's checking account or the use of a credit card. If a credit card is used the purchaser will be required to pay a surcharge. The amount of the surcharge will be based on the rate in place at the Temple at the time the purchase is made. If there is a need to use the plot prior to the Temple receiving payment in full, all remaining costs must be paid prior to interment. Payment in full is required at the time of purchase for all "At-Need" plots. At the discretion of the Executive Director, and with the concurrence of the Cemetery Committee Chair, special payment terms may be offered to Members purchasing plots on a "Pre-Need" basis.

On March 19, 2019, the Cemetery Committee adopted the following policy with respect to this Rule 2-C:

A "Member" for purposes of Rule 2-C means that as of the date the person signs an agreement with the Congregation to purchase the plot(s), which agreement is accepted by the Congregation, said person: (a) has been accepted by the Congregation's Board as a member of the Congregation, (b) is in "Good Standing" (i.e., said person's financial obligations to the Congregation are current), and (c) has been a member of the Congregation for no less than one (1) year with a regular membership (i.e., a membership other than a short term promotional rate

membership such as the “Chai” membership currently being offered by the Congregation to certain new prospective members). Any person who is not deemed a “Member” under this criteria shall be considered a Non-Member for the purposes of pricing and payment under this Rule 2-C.

Rule 2 - D:

Superintendent in Charge of Funerals. All funerals, on reaching the Cemetery, shall be under the charge of the Superintendent or the Superintendent's assistants.

Rule 2 - E:

Casket Not to be Disturbed. Once a casket containing a body is within the confines of the Cemetery, the Memorial Park reserves the right to refuse permission to any funeral director or the director's embalmer, assistant, employee, or agent, to open the casket or to touch the body without the consent of the legal representatives of the deceased, or without a court order.

Rule 2 - F:

Subject to Laws. Besides being subject to these Rules and Regulations, all interments, disinterments and removals are made subject to applicable law and the orders of the properly constituted authorities of the City of Houston, County of Harris and/or State of Texas.

## **INTERMENTS GENERALLY**

Rule 3 - A:

Rabbi or Cantor to Officiate. A Rabbi or Cantor employed by the Congregation, or another Rabbi or Cantor designated by one of the Rabbis of the Congregation, shall officiate and conduct or assist in every Interment at the Cemetery, and shall have the right to control the nature of any ceremony or activity at the Cemetery. No other clergy shall conduct or assist in any Interment without the prior consent of a Rabbi of the Congregation.

Rule 3 - B:

Time and Manner of Interments. All Interments, ceremonies or approved activities must be made at the time and in the manner and upon such charges as fixed by the Cemetery Committee or the Congregation. Burials, ceremonies and approved activities shall only be made between sunrise and sunset, and not on Saturdays or other Holy Days as designated by the Rabbi(s) of the Congregation. No Interment, ceremony or activity shall be made in the Cemetery without receiving the prior consent from the Cemetery Committee or the Congregation acting by and through its Executive Director or its designated cemetery coordinator.

Rule 3 - C:

Who May Be Buried in a Plot. The Plot Owner shall have the exclusive right of sepulture in any unused Plot owned by said Plot Owner. Pursuant to Section 711.039 of the Texas Health and Safety Code, the spouse of a Plot Owner ("Spouse") shall have a vested right of interment of the Spouse's remains in an unused Plot owned by Plot Owner while the Spouse is married to the Plot Owner or if the Spouse is married to the Plot Owner at the time of the Plot Owner's death. The Spouse's vested right of interment is terminated (a) on the final decree of divorce between the Plot Owner and the former Spouse unless the decree of divorce provides otherwise, or (b) when the remains of the Spouse are interred elsewhere. Subject to the foregoing and further subject to Rule 6 of these Rules and Regulations, the exclusive right of sepulture in any remaining unused Plot(s) of a Plot Owner shall be available to Plot Owner's children, in order of need. The surviving Spouse or a child of an interred Plot Owner may each waive said person's right of interment in an unused Plot in favor of a member of the Immediate Family of the Plot Owner or Spouse. The Memorial Park shall also have the right to make an Interment of the Remains of any member of the Immediate Family of and as designated by any one of several Plot Owners, upon the authorization of any one of such Plot Owners. However, the Memorial Park reserves the right, in its sole discretion, to refuse Interment of the Remains of any person pending the Memorial Park's receipt of written consent from all the Plot Owners or receipt of a court order issued in an action in which all the potential interested parties are joined.

Rule 3 - D:

Interment Location. When instructions regarding the location of a specific Plot for Interment cannot be obtained, or are indefinite, or when for any reason the Interment Plot cannot be opened where specified, the Superintendent may, in the Superintendent's sole discretion, open it at such location within the Plots owned by the Plot Owner as the Superintendent deems best and proper, so as not to delay the funeral; and the Memorial Park shall not be liable in damages for any error so made.

Rule 3 - E:

Oral Instructions. The Memorial Park shall not be held responsible for acting on any oral instructions, including those given by telephone, or for any mistake occurring from the want of precise and proper written instructions as to the particular space, size and location of a Plot where Interment is desired.

Rule 3 - F:

Errors May be Corrected. The Memorial Park reserves and shall have the right to correct any errors that may be made in making any Interment. Furthermore, the Memorial Park reserves and shall have the right to correct the description, transfer or registration of any Plot or Plots, either by canceling such registration(s) and substituting and registering in lieu thereof another Plot or Plots

of similar value and similar location as far as possible, or as otherwise may be selected by the Memorial Park, or, in the sole discretion of the Memorial Park, by refunding the amount of money paid to the Congregation on account of any said Plot. In the event such error shall involve the Interment of the Remains of any person in a Plot, the Memorial Park reserves and shall have the right to remove and transfer such Remains so interred to a substitute Plot of similar value and similar location as far as possible, and the substitute Plot shall be substituted and conveyed in lieu thereof. The Memorial Park shall also have the right to correct any errors made in the placing of an improper description, including an incorrect name or date on any Headstone. There shall be no liability against the Memorial Park other than the correction of any such error in the manner herein specified.

Rule 3 - G:

Delay in Interment Caused by Protests. The Memorial Park shall be in no way liable for any delay in the Interment of Remains where a protest to the Interment has been made, or where the Rules and Regulations have not been complied with, or when the Memorial Park should have any questions; and further, the Memorial Park reserves the right under any such circumstances, to place the Remains in a receiving vault, if any, until all rights have been determined and all questions answered to the satisfaction of the Memorial Park. The Memorial Park shall be under no duty to recognize any protest of Interment unless such protest is in writing and actually delivered to and received by the President or a Vice-President or other officer of the Congregation.

Rule 3 - H:

Not Responsible For Permit or For Identity. The Memorial Park shall not be liable for the interment permit nor for the identity of the Remains of the person sought to be interred.

Rule 3 - I:

No Interment Permitted Unless Property Paid For. No Interment shall be permitted in any Plot until the purchase price of such Plot has been fully paid to and received by the Congregation, and until such Plot has been properly registered by the Congregation to the Plot Owner or to a permitted assignee, designee or Transferee approved by the Cemetery Committee as provided in these Rules.

Rule 3 - J:

Limits on Interment. Not more than: (a) the casketed Remains of one person, or (b) the casketed Remains of one person and the Cremated Remains of one other person of the Plot Owner's immediate or extended family, or (c) the Cremated Remains of two persons of the Plot Owner's immediate or extended family, shall be interred in one Plot except with the prior written consent of the Plot Owner and of the Cemetery Committee, and provided that proper identification is made of such Interment(s) on such Plot's Headstone(s) or temporary marker(s).



With respect to the interment in one Plot of one casketed Remains and one Cremated Remains, the Plot Owner shall have the right to designate whether the Cremated Remains are to be buried in the east half or in the west half of the Plot. If the Cremated Remains are buried in the east half of the Plot, the Plot shall be deemed to be subdivided into two parts west to east, being the West Half and the East Half. If the Cremated Remains are buried in the west half of the Plot, there is no deemed subdivision of the Plot. For clarification, in the event that the first burial in a Plot is of Cremated Remains, whether in the West Half or in the East Half, then the Plot Owner shall have the right thereafter to either bury one casketed Remains in the entire Plot under the Cremated Remains (said Cremated Remains may be removed and reburied in the same location immediately following the burial of the casketed Remains), or to bury one Cremated Remains in the other half of the Plot.

With respect to the interment of multiple Cremated Remains of the Plot Owner's immediate or extended family in one Plot (not more than two per Plot), the Plot shall be deemed to be subdivided into two parts west to east, being the West Half and the East Half. Only one interment of Cremated Remains shall be allowed in each half of the Plot. The Plot Owner shall have the right to designate which half of the Plot shall be used for each interment of Cremated Remains.

Not more than the Cremated Remains of one person shall be interred in one Cremation Plot.

Rule 3 - K:

Burial rights. No burial in any Plot in the Cemetery shall be made or permitted by the Plot Owner for profit or money consideration or remuneration.

Rule 3 - L:

Cemetery's Equipment Must be Used. Tents, artificial grass, lowering devices and other equipment, if owned by the Cemetery, shall be used exclusively in making Interments.

Rule 3 - M:

Burial permits. Funeral Directors must furnish the Memorial Park with the proper permit(s) before any Interment will be permitted.

Rule 3 - N:

Manner of Disposition of Remains. Subject to the provisions of these Rules and Regulations, the disposition of the Remains of any person to be Interred in the Memorial Park shall be controlled in the following order: (1) as provided by the decedent in a Will or purported Will, a prepaid funeral contract, or a written instrument signed and acknowledged by such decedent, subject to the provisions of Section 711.002(g) of the Texas Health and Safety Code; or (2) as provided by

the person designated by the decedent in a written Appointment of Agent to Control Disposition of Remains which was signed by the decedent as provided in Section 711.002(a)(1) of the Texas Health and Safety Code; or (3) by the decedent's surviving spouse; or (4) by any one of the decedent's surviving adult children; or (5) by either one of the decedent's surviving parents; or (6) by any one of the decedent's surviving adult siblings; or (7) by any adult person in the next degree of kinship in the order named by Texas law to inherit the estate of the decedent. The Memorial Park shall have the right to rely on any such document or purported document or the claim of authority of any of such persons with respect to the exercise of such rights. In the event that the Memorial Park shall question the validity of any such document or the authority of any such person, the Memorial Park shall have no liability for failing to follow the directions of such document or person, unless it is determined that the Memorial Park acted in bad faith.

Rule 3 – O:

Containers for Remains. No Remains shall be Interred in any Plot in the Cemetery unless said Remains are within a rigid container (including but not limited to a coffin, casket or urn made of wood, metal, plastic or other rigid material as may be approved by the Cemetery Committee).

Rule 3 – P:

Outer Burial Container Required For Human Remains. No burial of Human Remains in any Plot in the Cemetery shall be made or permitted directly into the ground. Therefore, an outer burial container (i.e., a grave liner) must be installed in each Plot prior to Interment of Human Remains in such Plot, at the expense of the Plot Owner, and the rigid container containing the Human Remains must be placed in such outer burial container, and the top to such outer burial container installed before the Plot is filled with soil to grade. Each such outer burial container is to be made of concrete, metal or other durable material as may be approved by the Cemetery Committee. Burials of Cremated Remains shall not require an outer burial container, but such Cremated Remains shall be buried within the urn or rigid container containing such Cremated Remains. Under no circumstances may Cremated Remains be scattered on top of a Plot or on any portion of the Cemetery. Such Cremated Remains must be buried in the ground in the location designated in these Rules and Regulations.

Rule 3 - Q:

Tree Adversely Affecting a Plot. Recognizing that trees now or in the future in the Memorial Park are existing and growing such that on occasion the trunk or roots of a tree may, in the sole judgment of the Cemetery Committee, unduly limit or prohibit an Interment (whether Remains or Cremated Remains) in a Plot (an "Affected Plot") which is registered to a Plot Owner on the books and records of the Memorial Park or which is the subject of a purchase agreement with the Congregation, the Cemetery Committee reserves the right to substitute another

Plot in the Cemetery for the Affected Plot at any time prior to an Interment in the Affected Plot. In that event the substituted Plot shall be deemed for all purposes to be substituted for the Affected Plot in said purchase agreement and/or in the Acknowledgment of Registration which included the Affected Plot. Such substituted Plot shall be reasonably equivalent to the Affected Plot in the reasonable judgment of the Cemetery Committee.

## **DISINTERMENTS AND REMOVALS**

### Rule 4 - A:

No Disinterment Without Plot Owner's Consent. No disinterment or removal from any Plot shall be made unless the Cemetery Committee is provided with the prior written consent of all the Plot Owners of said Plot. If such written consent cannot be obtained, such disinterment or removal shall not be made unless by an order or under the direction of a court of proper jurisdiction. This Rule does not apply to the Memorial Park's correction of errors as provided in these rules and regulations.

### Rule 4 - B:

May Obtain Substitute Plot. Remains may be removed from the original Plot wherein such Remains have been Interred to a substitute Plot in the Cemetery, providing that there has been an exchange or purchase of Plot(s) for that purpose, and further provided that the consent of the Cemetery Committee has been obtained.

### Rule 4 - C:

Care in Removal. The Memorial Park shall exercise the utmost care in making a disinterment or removal, but the Memorial Park shall not have any liability for any damage incurred in making any disinterment or removal.

### Rule 4 - D:

Time and Manner of Disinterments or Removals. All disinterments or removals must be made at the time and in the manner and upon such charges as fixed by the Cemetery Committee. No disinterment or removal shall be made in the Cemetery without receiving the prior written consent from the Cemetery Committee or the Congregation. The Cemetery Committee reserves the right to insist upon at least one (1) week written notice prior to any proposed disinterment or removal.

### Rule 4 - E:

Errors May be Corrected. The Memorial Park reserves and shall have the right to correct any errors that may be made in making any disinterment or removal.

Rule 4 - F:

Cemetery's Equipment Must be Used. Equipment, if owned by the Cemetery, shall be used exclusively in making disinterments or removals. Immediately following any disinterment or removal, the Plot shall be filled, tamped and finished to the same level as the surrounding ground and covered completely with sod.

## **SERVICE CHARGES AND PAST DUE INDEBTEDNESS**

Rule 5 - A:

Payment of Service Charges and Fees. The charges of the Memorial Park and/or of the Congregation for any services, including administrative fees, at the Cemetery must be paid no later than the time of issuance of the order of Interment or disinterment and removal.

Rule 5 - B:

Payment of Indebtedness. Any and all indebtedness payable to the Memorial Park (including those due to the Congregation, which includes amounts payable under any Purchase Agreement respecting the Plot or Plots, and any administrative fee) must be paid and received by the proper payee before Interment or disinterment or removal will be made in any Plot.

## **TRANSFERS OR ASSIGNMENTS**

Rule 6:

Transfers or Assignments. No sale, transfer or assignment of the exclusive right of sepulture in any Plot (a "Transfer"), from a Plot Owner or Plot Owners (the "Transferor") to another party (the "Transferee"), other than to a Transferee in the Immediate Family of the Transferor, shall be valid unless: (i) the original purchase price for such Plot has been fully paid by Plot Owner to and received by the Congregation, (ii) such Transfer is made by and through the Congregation (which is hereby designated as the sole and exclusive sales and transfer agent of all Plots in the Cemetery) and which is registered in the books and records of the Memorial Park, (iii) the Transferee pays the Congregation the Congregation's then prevailing sale price for a Plot of similar size and location, (iv) such Transfer is made pursuant to these Rules and Regulations, as they may be amended, and (v) the Transfer shall be made only upon the approval and consent in writing of the Cemetery Committee.

No Plot Owner or Transferor of a Plot shall be entitled to or accept consideration of any type from any Transferee (including but not limited to reimbursement of all or any part of the purchase price of a Plot), nor to transfer any Plot except as provided in this Rule. No member of the Congregation shall purchase a Plot on

behalf of a non-member of the Congregation who is not in the Immediate Family of said member.

With respect to any proposed Transfer, the Congregation may charge a transfer fee in such amount as the Cemetery Committee may determine, in its sole discretion, to be a proper and adequate charge. The Plot Owners and purchasers grant the Congregation a first and superior lien on any proceeds of such Transfer, which transfer fee shall be payable to the Congregation at or prior to the consummation of such Transfer and any registration change by the Memorial Park on its books and records as to the registered licensee of the exclusive right of sepulture of such Plot. In any event, such transfer fee must be paid to the Congregation before any Interment in any Plot so transferred. Subject to payment of the transfer fee, if any, any purported Transfer of a Plot by a Plot Owner to a person in the Plot Owner's immediate or extended family may only be made (as provided in Section 711.039(g) of the Texas Health and Safety Code) by (a) express reference to the Plot in Plot Owner's Will as admitted to probate or by written declaration of Plot Owner filed and recorded in the office of the Memorial Park, or (b) the Plot Owner's surviving spouse, if any, and the heirs-at-law of the Plot Owner. With respect to the identity of any Spouse, children or other heirs-at-law of a Plot Owner, the Memorial Park shall have the right to require a court order or determination of heirship by a probate court and/or an affidavit of heirship satisfactory to the Memorial Park (the Memorial Park shall have the right to rely on any such court order or affidavit without further inquiry or further liability to any person).

Upon a Transfer in which payment is being made by the Transferee, the Transferor is to receive no consideration other than a reimbursement of the original price which the original Plot Owner actually paid to the Congregation for said Plot. The balance of the Transferee's purchase price shall be retained by the Congregation, and in such event the Congregation shall deposit into the Perpetual Care Fund the amount due the Perpetual Care Fund by multiplying the difference between the original sales price and the price paid by the Transferee by the Perpetual Care Fund percentage specified in Rule 13-E as it may be amended. (As an example, assume the original sale was for \$1,000, with \$200 deposited into the Perpetual Care Fund, and the new sale is for \$3,000 with a then Perpetual Care Fund percentage of 25%. Out of the \$3,000 the Transferor would be reimbursed \$1,000, the Perpetual Care Fund would be funded \$500, and the Congregation would retain \$1,500.)

In addition, from time to time a Plot Owner may request that an unused Plot registered to such Plot Owner be repurchased by the Congregation. The Congregation is not required to repurchase any Plot, however the Cemetery Committee, in its sole and absolute discretion, may elect to repurchase an unused Plot or Plots from a person requesting same. In such event the price to

be paid to said Plot Owner will be the original purchase price actually paid by the Plot Owner less the amount which was deposited into the Perpetual Care Fund.

## **CONTROL OF WORK AT CEMETERY**

### Rule 7 - A:

Work to be Done at the Cemetery. All grading, landscaping work and improvements of any kind, and all care on Plots or property at the Cemetery, shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed and all openings and closing of Plots, and all Interments, disinterments, and removals shall be made only by or through the Cemetery Committee.

### Rule 7 - B:

Cemetery Committee Must Approve Improvements. All improvements or alterations of any property or Plot(s) in the Cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Cemetery Committee, which shall have the sole discretion to allow or disallow any improvements or alterations. Should any improvement or alteration of any nature be made without the Cemetery Committee's prior written consent, the Memorial Park shall have the right to remove, alter or change such improvements or alterations at the expense of the Plot Owner.

### Rule 7 - C:

Memorial Park May Remove Improvements. The Memorial Park shall have the right, in its sole discretion, to remove, alter or change any improvements or alterations at the expense of the Plot Owner, including those made under Rule 7-B (even if the Cemetery Committee gave prior consent), if at any time the Memorial Park should determine that such improvements or alterations are or have become unsightly or otherwise unacceptable.

## **DECORATION OF PLOTS**

### Rule 8 - A:

Floral Regulations. No flower receptacles may be placed on or around any Plot unless of type, size and location approved by the Cemetery Committee and set wholly beneath the level of the lawn. The Memorial Park shall have the authority to remove all floral designs and arrangements, flowers, weeds, trees, shrubs, plants or herbage of any kind, whether natural or artificial, from the Cemetery as soon as, in the Memorial Park's sole judgment, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained or desired by the Memorial Park. The Memorial Park shall not be liable or responsible for: (i) floral pieces, baskets or frames in which or to

which such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Cemetery; (ii) lost, misplaced or broken flower vases; (iii) plants, herbage of any kind, or plantings damaged by the elements, thieves, vandals, or by any other cause beyond the Memorial Park's absolute control. The Memorial Park reserves the right to: (i) regulate the method of decorating Plots so that a uniform beauty may be maintained; and (ii) prevent the installation or removal of any flowers, floral designs, trees, shrubs or plants, or herbage of any kind.

Rule 8 - B:

Ornaments Prohibited. The placing of boxes, cans, toys, concrete, metal or plastic designs, ornaments, signs, photos, cards, ads, chairs, vases, glass, wood, plastic or metal cases, urns, pictures, artificial flowers and similar articles, or any article or object other than the approved Headstone upon a Plot shall not be permitted, and if so placed, the Memorial Park reserves the right to remove same without notice to the Plot Owner.

Rule 8 - C:

Benches. No Bench is permitted in the Cemetery unless the same is specifically authorized by and approved by the Cemetery Committee. To be considered for approval, any proposed bench may only be placed in those pre-designated areas as shown on the master plan of the Cemetery as adopted by the Cemetery Committee (which master plan may be modified by the Cemetery Committee from time to time), and the proposed bench must be selected from those types of benches as approved by the Cemetery Committee in accordance with the master plan. The Cemetery Committee has the right to remove or replace any bench at any time in its sole discretion.

Without limiting the foregoing, the Memorial Park has adopted the following general guidelines for any allowed bench with the overriding criteria of preserving the beautiful park-like appearance of the lawns and grounds as a whole: (a) the bench shall be minimal in design and color in order not to distract from the park-like setting; (b) the bench shall consist of a flat seat and underneath support(s), with no back or arms extending above the top of the seat; (c) the bench shall be constructed of neutral gray concrete and/or medium gray polished granite; (d) the top of the seat of the bench shall be no smaller than 14 inches by 48 inches, nor no larger than 27 inches by 48 inches; (e) the seat of the bench shall be no greater than 4 inches in thickness; (f) the seat of the bench shall be supported either by one central pedestal or by two side supports of the same material, and placed on a solid foundation; (g) there shall be no writing or inscription on any surface of the bench except for one bronze plate not to exceed 4 inches by 8 inches affixed to the middle of the upper surface of the seat of the bench; (h) the specific wording on the bronze plate shall be subject to the prior review and written approval of the Cemetery Committee; and (i) the bench shall not be placed directly adjacent to any headstone or group of headstones which might in

the opinion of the Cemetery Committee constitute a perceived headstone or serve as a family memorial. No new bench shall be installed outside of the pre-designated areas as shown on the master plan of the Cemetery (as adopted by the Cemetery Committee) except as may be allowed by the Cemetery Committee, using the following general criteria: (1) benches shall generally be placed on the side of walkways or immediately adjacent to walkways, but shall not unreasonably interfere with the use of such walkway; (2) benches shall not be placed on any Plot or in any other location which would interfere with the infrastructure or operation of the Cemetery; and (3) benches shall not be placed near to other benches (as determined by the Cemetery Committee in its sole discretion).

Rule 8 - D:

Grading And Regulation of Plots. The Memorial Park shall have the right to grade or regrade any Plot(s) to provide for proper drainage, as the Memorial Park may determine from time to time. No gravel, brick, stone, cement, plastic or other kind of artificial walks or materials whatsoever will be permitted on any Plots.

Rule 8 - E:

Plots To Be Level With Ground. The Memorial Park shall have the absolute right to fill and level Plots and plant grass thereon. No grave mounds shall be allowed in the Cemetery. All graves shall be filled, tamped and finished to the same level as the surrounding ground, except as herein otherwise specified, and all graves shall be covered completely with sod. This regulation must be strictly enforced in order to preserve the beautiful park-like appearance of the lawns and grounds as a whole, and to assure the perpetual maintenance of the Cemetery. The Memorial Park reserves the right to determine and adjust the grade of all Plots and other property in the Cemetery.

Rule 8 - F:

Planting. No landscape planting, including trees, or flower or shrubbery planting or alteration thereof will be permitted unless the Memorial Park's approval has been previously procured for such planting or alteration, and the exact location of same. The maintenance of such planting is the obligation of the Plot Owner and shall never be an obligation within the meaning of Perpetual Care. A reasonable charge may be made by the Memorial Park for such extras as sodding, leveling graves, fertilizing or top dressing Plots, or any other special service not included in Perpetual Care, which charge shall be promptly paid by the Plot Owner or person requesting the same. No planting of any kind will be permitted either around or on top of Plots, around Headstones, or in such manner as to constitute an enclosure or marking of a Plot or Plots. Any planting which is not, in the sole judgment of the Memorial Park, properly installed or maintained, may be removed by the Memorial Park in its sole discretion and without notice to any Plot Owner. All flowers, shrubs or trees that die or become diseased may be



removed by the Memorial Park without notice to any Plot Owner. All plants brought into the Cemetery must be inspected and approved by the Superintendent before being planted.

## **ROADWAYS AND REPLATTING**

### Rule 9 - A:

Right to Replat, Regrade and Use Property. The right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify or change the locations of or move or regrade roads, drives or walks, or any part thereof, is hereby expressly reserved by the Memorial Park. The right to lay, maintain and operate, or alter or change, pipe lines and gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved by the Memorial Park, as well as is the right to use the Cemetery property not sold to individual Plot Owners for interment purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto. The Memorial Park reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over Plots for the purpose of passage to and from other Plots and in connection with the operation and functioning of the cemetery.

### Rule 9 - B:

No Right Granted in Alleyways. No easement or right of interment is granted to any Plot Owner in any road, drive, alley and/or walk within the Cemetery, but the roads, drives, alleys and/or walks may be used as a means of access to the Cemetery and the Plots or buildings in the Cemetery as long as the Memorial Park designates the same for that purpose.

## **CONDUCT OF PERSONS WITHIN THE CEMETERY**

### Rule 10 - A:

Must Use Walks. Persons within the Cemetery grounds shall use only the avenues, walks, alleys and roads, and shall take care to observe and avoid any changes in grade or other obstacle or defect in the same. Any person injured while walking on the grass or while on any portion of the Cemetery other than the avenues, walks, alleys or roads, or failing to be careful and observant on any of the same, shall in no way hold the Memorial Park liable for any injuries sustained. No one shall enter or leave the Cemetery grounds except through an open gate.

### Rule 10 - B:

Trespassers on Cemetery Plots. Only the Plot Owner, the Plot Owner's relatives and persons invited by the Plot Owner shall be permitted on any respective Plot.

Any other person shall be considered a trespasser and the Memorial Park shall owe no duty to said trespasser to keep the Plot or any property or any memorial, in a reasonably safe condition.

Rule 10 - C:

Children. Children under fifteen (15) years of age shall not be permitted in the Cemetery or its buildings, unless accompanied by proper persons to take care of them.

Rule 10 - D:

Flowers, Etc. All persons are prohibited from gathering flowers, either wild or cultivated, and from carving on, defacing or breaking trees or tree limbs, shrubbery or plants, or feeding or disturbing any birds, fish or other animal life, in the Cemetery.

Rule 10 - E:

Refreshments. No person shall be permitted to have food or refreshments within the Cemetery except as may be permitted by the Committee or the Congregation acting by and through its Executive Director or its designated cemetery coordinator, and the bringing of intoxicating liquors into the Cemetery is strictly forbidden.

Rule 10 - F:

Lounging on Grounds. The Memorial Park shall have the right to prohibit any person, especially strangers, from sitting, lounging or loitering on any of the grounds, graves, benches, buildings or Headstones in the Cemetery. No person shall be permitted to lounge on any of the grounds, graves, benches, buildings or Headstones in the Cemetery.

Rule 10 - G:

Loud Talking. No loud talking or other boisterous or unseemly conduct shall be permitted on the Cemetery grounds.

Rule 10 - H:

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

Rule 10 - I:

Automobiles and Trucks. Automobiles shall not be driven through the Cemetery grounds at a speed greater than five (5) miles per hour, and must always be kept on the right hand side of the roadway, but not on any of the lawns. Automobiles are not allowed to park or to come to a full stop on the roadway in front of an open grave unless such automobiles are for the immediate family of the decedent or of the Funeral Director. Vehicles must not be turned around in the

roadways. Funeral Directors will be held responsible for the action of all vehicle drives or others employed by them while within the grounds of the Cemetery. Heavy trucks or vehicles with heavy loads shall not enter the grounds without first procuring the permission of the Superintendent.

Rule 10 - J:

Bicycles and Motorcycles. No bicycles or motorcycles shall be admitted to the Cemetery except such as may be in attendance at funerals or on business.

Rule 10 - K:

Peddling or Soliciting. Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of the Memorial Park, is positively prohibited within the Cemetery.

Rule 10 - L:

Firearms. No firearms shall be permitted within the Cemetery except on special permit from the Cemetery Committee.

Rule 10 - M:

Notices and Advertisements. No signs or notices or advertisements of any kind shall be allowed in the Cemetery, unless placed by the Memorial Park.

Rule 10 - N:

Animals. Dogs, other than seeing-eye dogs, and other pets and animals (other than wild indigenous birds, squirrels and other animals) shall not be allowed on the Cemetery grounds or in any of the buildings.

Rule 10 - O:

Cemetery Days and Hours. The Cemetery grounds shall be open on all days except during emergencies and other days as may be reasonably determined by the Cemetery Committee, and during such daylight hours as are reasonably set from time to time by the Cemetery Committee. No one except a person authorized by the Committee or the Congregation, acting by and through its Executive Director or its designated cemetery coordinator, shall be allowed on the grounds after closing hours or on days the Cemetery is closed. No burials, ceremonies or other activities are allowed on Saturdays or on Holy Days (as designated by the Rabbi(s) of the Congregation).

Rule 10 - P:

Improprieties. It is of the utmost importance that there should be strict observance of all proper behavior and propriety in the Cemetery, whether embraced in these Rules or not. No improprieties shall be allowed and the Superintendent shall have the power to determine and prevent improper assemblages and boisterous and unseemly conduct.

Rule 10 - Q:

Superintendent to Enforce Rules. The Superintendent is hereby empowered to enforce all Rules and Regulations, and to exclude from the property of the Cemetery any person violating the same. The Superintendent shall have charge of the grounds and buildings, and at all times shall have supervision and control of all persons in the Cemetery, including the conduct of funerals, traffic, employees, Plot Owners and visitors.

## **PROTECTION AGAINST LOSS**

Rule 11:

Memorial Park Not Responsible. The Memorial Park shall take such reasonable precautions as it determines to protect the Plot Owners, and the property rights of Plot Owners, within the Cemetery, from loss or damage; but the Memorial Park specifically disclaims all responsibility for and, especially from, damage caused by any of the elements, acts of nature, enemies, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, acts of parties in violation of these Rules and Regulations, or any other matter beyond the direct and absolute control of the Memorial Park, whether the damage be direct, collateral or consequential.

## **RECORDING NAMES AND ADDRESSES OF PLOT OWNERS**

Rule 12 - A:

Plot Registration. No person or persons will be recognized as a Plot Owner of a Plot or Plots unless such person's name(s) is/are registered as such in the cemetery records of the Congregation. Changes in the registration of any Plot may only be accomplished by and through the Congregation making such change in the cemetery records. Any document attempting to assign, transfer or convey any Plot, or to make a designation with respect to the exclusive right of sepulture in a Plot, shall not be effective until said document is received and approved by the Cemetery Committee and the registration of such Plot in the cemetery records has been changed by the Congregation.

Rule 12 - B:

Change in Address of Plot Owners. It shall be the duty of the Plot Owner to notify the Congregation of any change in such person's address. Any notice sent to a Plot Owner at the last address on file in cemetery records maintained by the office of the Congregation shall be considered sufficient and proper legal notification for all purposes whether or not such purposes be specified in these rules, and whether or not such notice is actually received by the Plot Owner.

## **PERPETUAL AND SPECIAL CARE**

### Rule 13 - A:

Investment of Perpetual Care Funds. All investments of Perpetual Care Funds shall be made by the Perpetual Care Trustee in accordance with applicable laws of the State of Texas, and subject to the policies adopted by the Board of Trustees of the Congregation.

### Rule 13 - B:

Expenditure Limited to Income. The expenditures for Perpetual Care shall be limited to the net income received from the investment of the Perpetual Care Funds, and no part of the principal of said Perpetual Care Funds shall be expended.

### Rule 13 - C:

Deposit of Funds. Perpetual Care Funds received by the Perpetual Care Trustee from the sale of Plots, or otherwise, may be deposited by the Perpetual Care Trustee with other funds of like character and intent, to the end that the income from such accumulated Perpetual Care Funds shall be used for Perpetual Care as defined in these Rules and Regulations; but in no case shall the deposit of such Perpetual Care Funds be construed as an agreement to care for any individual Plot in any other manner than as provided by these Rules and Regulations.

### Rule 13 - D:

Cemetery Committee to Direct Expenditures. The income from the Perpetual Care Funds shall be expended as determined by the Cemetery Committee in such manner as will, in the Cemetery Committee's sole judgment, be most advantageous for the Perpetual Care of the Cemetery as a whole, provided, however, that any such expenditures not set forth in a budget approved by the Board of Trustees or the membership of the Congregation shall be subject to the approval of the Board of Trustees.

### Rule 13 - E:

Amount of Deposit for Perpetual Care. The amount to be allocated to the Perpetual Care Funds from the proceeds of the sales of Plots shall be as determined from time to time by the Cemetery Committee in its discretion, provided, however, that such amount shall never be less than twenty percent (20%) of the sales price received by the Congregation from such sales.

### Rule 13 – F:

Perpetual Care Funds Usage. On February 9, 2016, the Congregation's Board adopted the following policies:

Since its inception, the Emanu El Memorial Park (EEMP) has collected a dedicated portion of each plot sale for the Perpetual Care Fund (PCF), which is placed in an investment account. The primary purpose for the funding and maintenance of the PCF is to provide assurance that in the long term future EEMP will have the resources to be maintained and operated even if the Congregation is not an available resource. Additionally, the PCF may be used for keeping EEMP as a viable ongoing cemetery.

On an ongoing basis EEMP needs to make improvements at the Park that could include: roads, paths, structures, infrastructure, and other improvements to maintain the long term viability, beauty and operation for EEMP. The primary source of funding for the ongoing operation and maintenance of EEMP is received from plot sales, with a designated portion of each plot sale being deposited in the PCF investment account.

When capital or long term improvements are required at EEMP, after detailed consideration and review, a recommendation will be made by the Cemetery Committee and presented to the Temple Board for approval by a majority of the members of the Board. Methods and sources of funding for any project(s) will be presented with funding sources and recommendations. Priority for funding will be as follows:

1. Funds from annual operating budget from plot sales
2. Special or dedicated gifts or fund raising campaign for the benefit of EEMP
3. Borrowing from the PCF, with the requirement that any borrowed funds from the PCF will be paid back, with reasonable prevailing interest over a reasonable term.
4. At such time when the PCF eventually achieves sufficient size ("Stabilization") that the income from the PCF is sufficient to provide the needed operation and maintenance of EEMP, any surplus funds may be used for improvements (without being borrowed).

In the event borrowing from the PCF is needed for improvements at EEMP, the maximum cumulative outstanding borrowing amount that can be borrowed at any time from the PCF is 50% of the available investment income, but in no event may corpus be utilized until the PCF has achieved Stabilization. Sources of funding for repayment of monies borrowed from the PCF shall be: Continued solicitation of donations and gifts, dedicated to improvements at EEMP and funds from annual budget for operation of EEMP.

## **HEADSTONES**

### Rule 14 - A:

Headstones Limited to Grave Markers. Except as provided in Rule 8-A (i.e., Floral Regulations), nothing shall be allowed on any Plot or Cremation Plot other than on a Plot or Cremation Plot which has been used for the Interment of a decedent. After being so used, the only thing which shall be allowed on any Plot or Cremation Plot is:

- (a) a temporary marker (approved by the Cemetery Committee) for the decedent, which is placed on such Plot or Cremation Plot by the decedent's funeral director, such temporary marker to be in place for not more than 14 months following each Interment,
- (b) with respect to the interment of Remains in a Plot, one Headstone installed at the west end of such Plot (facing east),
- (c) with respect to interment of Cremated Remains in a Cremation Plot, one Headstone installed at the west end of such Cremation Plot (facing east),
- (d) with respect to the interment of one casketed Remains and one Cremated Remains (per Rule 3-J), either (i) one Headstone (combined text for the two (2) decedents) installed at the west end of the Plot (facing east), or (ii) two separate Headstones (separate text for each of the two decedents), one Headstone (for the casketed Remains) installed at the west end of the Plot (facing east), and the other Headstone (for the Cremated Remains) installed at either the West Half or the East Half (depending on where the Cremated Remains are actually buried), each Headstone to be installed at the west end (facing east) of the Plot (or half Plot as applicable) as much as possible, or
- (e) with respect to the interment of two Cremated Remains in a Plot per Rule 3-J, either (i) one Headstone (combined text for the two decedents) installed at the west end of the Plot (facing east), or (ii) two separate Headstones (separate text for each of the two decedents) one installed at West Half and one installed on the East Half (each Headstone being installed on the west end of such respective half (facing east)).

In no event will a Headstone be allowed to be installed at the far east end of a Plot.

A Headstone shall be installed by the Plot Owner within fourteen (14) months after the Interment. If the Plot Owner fails to install a Headstone within the

required time, the Cemetery Committee reserves the right to install a Headstone at the cost and expense of the Plot Owner.

No Headstone or marker shall be allowed to embrace more than one Plot other than as provided in Rule 14-B.

The Cemetery Committee shall have the discretion to allow a Plot Owner of a fully paid for Plot or Cremation Plot to (a) perpetually designate said Plot or Cremation Plot as a memorial plot to a decedent (if the decedent would be eligible to be buried in the Cemetery) who is not actually buried in such Plot or Cremation Plot, and (b) to place a Headstone (which conforms to these Rules and Regulations) as a memorial for such decedent on said Plot or Cremation Plot. After the designation of any Plot or Cremation Plot as a memorial plot to a decedent, no other decedent shall be thereafter buried in such Plot or Cremation Plot without the specific approval of the Cemetery Committee.

Rule 14 - B:

Headstones Described. Each Headstone shall be installed on a suitable foundation. Each Headstone, including its design, wording and contents, foundation and installation, shall be subject to the approval of the Cemetery Committee, which will have absolute discretion to approve or disapprove the same. Each Headstone shall be installed at the Plot Owner's expense; the cost of a Headstone and the cost of installation and maintenance of a Headstone is not included in the Plot purchase price, and must be paid for by the Plot Owner. Each stone Headstone shall be a minimum of four (4) inches in thickness. Any Headstone must be one of the following sizes:

- Adult – 12 inches high by 24 inches wide;
- Child – 10 inches high by 20 inches wide;
- Infant – 8 inches high by 16 inches wide;
- Special – 15 inches high by 26 inches wide, where special consent is secured in advance from the Cemetery Committee and when, in the sole discretion of the Cemetery Committee the size of the Plot, or the existence of two contiguous Plots, or if two Cremated Remains are buried within one Plot justifies same (in the latter two circumstances the oversized headstone may contain combined text for two decedents if allowed and approved by the Cemetery Committee).

Raised letters will not be permitted on any Headstone (other than on bronze Headstones). The exact location of each Headstone shall be determined by the Cemetery Committee, provided that each Headstone shall be installed in a “landscape” orientation, not in a “portrait” orientation, to the Plot (i.e., the long side of the Headstone shall be at a 90-degree angle to the long side of the Plot). Each Headstone must be set and maintained so that the top of such Headstone is flush with, but not higher than, the surface of the surrounding ground.



Rule 14 - C:

Contractors and Workmen. The Memorial Park will not allow work of any description to be done or placed upon any Plot unless a written order from the Plot Owner or the Plot Owner's representative is presented and authority has been obtained from the Cemetery Committee. This rule applies to the cutting of inscriptions, setting of Headstones and the removal of anything from any Plot. Contractors or their employees will not be permitted to work in the Cemetery on Saturdays or holy days as designated by the Rabbi(s) of the Congregation, or before 8:00 a.m. or after 5:00 p.m. on weekdays, or on any day when the roads or grounds are in a soft or wet condition as determined by the Superintendent.

All work by such contractors or their employees must be done as rapidly as possible and material not used must be removed as the work is completed. Workmen must not scatter material over adjoining Plots. To protect the lawns from injury, planks must be laid down when heavy material or equipment is to be moved across the lawns.

Material in large quantities will not be permitted to be brought into the cemetery grounds in advance of its immediate use, nor any material in an unprepared condition. Headstones must be cut and dressed to the design and dimensions ready for installation prior to delivery to the Cemetery grounds. Lime must be slacked and mortar prepared and brought to the cemetery grounds in moderate supply, and all chips, pruning and rubbish must be gathered up and carried to places of deposit as designated by the Superintendent.

## **MEMORIAL PARK EMPLOYEES**

Rule 15:

Employees Limited. Employees of the Memorial Park shall not execute any work or carry out any orders in or with respect to the Cemetery except those of the Cemetery Committee or the Superintendent. No employee shall lend the tools or implements of the Cemetery, nor solicit nor accept tips or gratuities. It shall be the duty of all employees of the Memorial Park to refer any person requesting services of the employees for matters in or involving the Cemetery to the Superintendent.

## **GENERAL PROVISIONS**

Rule 16 - A:

Exceptions and Modifications. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery

Committee therefore reserves the right, without notice, to make exceptions, suspensions or modifications of any rule or these Rules and Regulations when, in its sole judgment, the same appears advisable; and such temporary exception, suspension or modification shall in no way be construed as affecting the general application of any rule or these Rules and Regulations.

Rule 16 - B:

Effective Date and Amendments. The “Effective Date” of these Rules and Regulations is December, 28, 1945, the date of the Congregation’s execution of the Map and Dedication of the Cemetery. The Memorial Park, either acting by the Board of Trustees of the Congregation, or by the Cemetery Committee, may, and it hereby expressly reserves the right, at any time, to adopt new rules and regulations, or to modify, amend, clarify, alter or repeal any rule, regulation, article, section, paragraph or sentence in these Rules and Regulations, all of which shall be effective as of the Effective Date. Any such adoption, modification, amendment, alteration or repeal by the Cemetery Committee shall be subject to the review and ratification or rejection by the Board of Trustees at any regular or special meeting thereof.

Rule 16 - C:

Executor or Heirs May Exercise Rights. Following the death of any registered Plot Owner, the rights of such Plot Owner which would be otherwise be exercised by such Plot Owner under these Rules and Regulations shall vest in the Executor of the Estate of the deceased Plot Owner, or if none has yet been appointed, in the Executor named in a purported will of such deceased Plot Owner, and in any of the surviving spouse, children or heirs of the deceased Plot Owner, and (except in the instance of bad faith on the part of the Congregation) the Memorial Park shall have the right to rely on the claim of authority of any of such persons with respect to the exercise of such rights. This Rule shall not apply to the manner of disposition of the Remains, as provided by Rule 3-N of these Rules and Regulations.

Rule 16 - D:

Memorial Park Subject To Congregation’s Board of Trustees and By-Laws. Notwithstanding any provision in these Rules and Regulations to the contrary, the By-Laws of the Congregation (as such By-Laws may be amended and modified), and the policies and resolutions adopted by the Board of Trustees of the Congregation from time to time, shall control over any provision in these Rules and Regulations to the extent of any conflict or inconsistency.

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*(The original of these Rules and Regulations as amended  
is maintained by Rick Oshman on behalf of the Cemetery  
Committee)*

*Rules and Regulations - revised and restated; adopted by the Emanu El Board on November 11, 1997.*

*Amended by Board by adding Rules 3-O and 3-P, effective November 9, 2004.*

*Amended by Board by adding and amending several definitions, amending Rules 1-B, 2-C, 3-C, 3-J, 6, and 14-A, effective January 10, 2012.*

*Amended by Board by adding second paragraph to Rule 8-C, effective September 11, 2012.*

*Amended by Board - Rules 3-A, 14-A, 14-B and 16-B, effective August 13, 2013.*

*Amended by Board – Rules 1-B (“Immediate Family” added), 3-C, 3-J, 6, and 14-A, effective January 14, 2014.*

*Amended by Cemetery Committee May 13, 2014 – Rule 14-B (minimum thickness of headstone reduced from 6” to 4” to match actual manufacturing standards).*

*Amended by Cemetery Committee July 15, 2014 – Rule 14-A (clarification as to headstones for memorial plots).*

*Amended by Cemetery Committee November 4, 2014 – Rule 10-O (hours made more flexible; deleted required closing on legal holidays).*

*Amended by Board March 10, 2015 – Rule 2-C (added administrative fees), Rule 10-O (open all days), Rules 3-J and 14-A (headstone placement)*

*Amended by Cemetery Committee November 10, 2015 – Rule 6 (Transfers, payments), Rule 4-A (clarification); Approved by Board Nov. 12, 2019*

*Amended by Board February 9, 2016 – added Rule 13-F (Perpetual Care Fund usage), and added payment terms to Rule 2-C (payment terms for Members and Non-Members)*

*Amended by Cemetery Committee June 14, 2016 – Rule 14-B (deleted provision allowing new QR Tags linking to a website about the decedent on Headstones); Approved by Board Nov. 12, 2019*

*Amended by Cemetery Committee December 5, 2017 – Definition of “Remains” (expanded to incorporate CCAR Responsa); Rule 3-P (added prohibition of scattering of Cremated Remains); Approved by Board Nov. 12, 2019*

*Amended by Cemetery Committee March 19, 2019 – Clarification of Rule 2-C definition of Member and Non-Member; Approved by Board Nov. 12, 2019*

*Amended by Cemetery Committee August 27, 2019 – added Rule 3-Q (Tree Adversely Affecting a Plot); Approved by Board Nov. 12, 2019*

*On December 10, 2019 the Board approved the following resolution: The Executive Director of the Congregation be authorized, on behalf of the Congregation, to execute any sales agreements and conveyancing instruments for Cemetery burial plots at Emanu El Memorial Park that arise from time to time if they are consistent with the Rules of Emanu El Memorial Park.*

*Amended by the Cemetery Committee July 21, 2020; Approved by Board on August 11, 2020  
– Amended Rule 1-B by adding definition of Acknowledgment of Registration in place of prior references to Warranty Conveyance, and various other changes in the Rules & Regulations to conform.*

## ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of a copy of the Rules and Regulations for Emanu El Memorial Park (as amended above).

I understand that said Rules and Regulations may be modified, clarified, altered, amended and changed by or under the Board of Trustees of Congregation Emanu El at any time, which shall apply to the registration and use of any Plot at Emanu El Memorial Park.

Signed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_