

CEMETERY RULES AND REGULATIONS

Effective January 1, 2009

MILTON FIELDS CEMETERY MILTON GEORGIA 30004

The following Rules and Regulations and Marker Installation Regulations have been adopted for the mutual protection of owners of Interment Rights in Milton Fields Cemetery (hereinafter referred to as 'Cemetery'). Their enforcement will help protect the Cemetery and create and preserve its beauty. All owners of Interment Rights, visitors and persons performing work within the Cemetery and on its property, other persons within the Cemetery, and all Interment Rights sold therein shall be subject to these Rules and Regulations as they now exist, and as they may reasonably hereinafter be amended or altered by the Cemetery. Any reference to these Rules and Regulations in any purchase agreement entered into by the Cemetery, or in any Certificate of Interment Rights issued by the Cemetery, shall have the same force and effect as if set forth in full therein.

The Cemetery expressly reserves the right, at any time and without prior notice to any owners, to adopt new Rules and Regulations or to amend, modify, or repeal any article, section, paragraph, or sentence of these Rules and Regulations and Memorial Installation regulations.

Definitions

1. **OWNER** – The owner will be defined as the **DEED HOLDER** to the right of interment at Milton Fields Cemetery.
2. **CERTIFICATE OF INTERMENT RIGHTS** - shall mean the document by which the Cemetery conveys to the Owner the exclusive right of sepulcher in a particular grave or niche.
3. **INTERMENT RIGHT** – The right to inter the remains of a deceased in Milton Fields Cemetery subject to the limitations referenced herein. An Interment Right is a right to interment in a specific grave or other interment space.
4. **INTERMENT** – Disposition of dead human remains by burial, entombment, inurnment, or scattering.
5. **ENDOWMENT CARE** – A legally prescribed percentage of each sale of interment rights is deposited and held in an account, the interest from which is used for the care and maintenance of the Cemetery.
6. **GRAVE** – A space of ground in the Cemetery used, or intended to be used, for the interment of human remains, including cremated remains.
7. **INURNMENT** – The interment of cremated remains into a grave or niche.
8. **MEMORIAL** – (a) A monument, tombstone, grave marker, tablet, ledger, or headstone identifying a grave or graves whether located at the gravesite or within a memorial area separate from the grave site; or (b) a nameplate or inscription identifying a niche.
9. **PLOT** – Space in the cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more adjoining graves or niches.
10. **NICHE** – An above-ground space used, or intended to be used, for inurnment of cremated human remains.
11. **OUTER BURIAL RECEPTACLE** – Refers to a metal, concrete, polypropylene or other rigid outer burial container designed and built to be installed in a grave or burial site to assist in preventing the ground from collapsing.
12. **CREMATION** – Cremation is the technical heating process that reduces human remains to bone fragments.
13. **CREMATED REMAINS** – The remaining bone fragments after the act of cremation is completed.
14. **CONTRACTOR** – Any person, firm or corporation engaged in the installation of any outer burial receptacle or memorial, or performing any other work on the Cemetery grounds, other than an employee of Milton Fields Cemetery.

OWNERSHIP OF INTERMENT RIGHTS

Interment Rights within the Cemetery shall be used for no purpose other than the interment of human remains.

A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of an Interment Right. Every Interment Right shall be subject to (a) all applicable laws

and government regulations; and (b) all Rules and Regulations adopted by the Cemetery, as now in force or as hereafter amended or adopted, whether or not as set forth herein.

The person named in the Certificate of Interment Rights issued and of record will be presumed to be the Owner of Interment Rights unless the Cemetery approves in writing the transfer or assignment of ownership.

The Cemetery shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the purchase price of the Interment Right has been paid for in full.

SUPERVISION OF CEMETERY

The Cemetery reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by Milton Fields Cemetery.

The Cemetery shall take reasonable precaution to protect Owners and the Interment Rights of Owners within the Cemetery from loss or damage; but it expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and specifically, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosion, and unavoidable accident.

The Cemetery reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterment's or removals, or in the inscription or installation of memorials, or transfer or conveyance of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of equal value or similar location as far as possible, or as may be selected by the Cemetery or, in the sole discretion of the Cemetery, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to the correct location or such other property of equal value and/or similar location as may be substituted and conveyed in lieu thereof. The Cemetery shall also have the right to correct any inscription errors, including an incorrect name or date either on a memorial, nameplate, urn, or other item.

The Cemetery reserves 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 right to modify or change the locations or remove or regrade roads, drives, trees, shrubs, flowers, landscaping and walks. The cemetery further reserves the right to use the Cemetery property, not sold to Owners, for cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto.

The Cemetery management shall direct generally all improvements within the grounds and upon all lots and graves. The Cemetery shall have sole and exclusive authority with respect to the planting, sodding, surveying and improvements within the cemetery.

No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the Cemetery without written authorization issued by the Cemetery and proof of insurance. All burials are to be performed by duly authorized employees of Milton Fields Cemetery or its agents. Burials will not be permitted by outside contractors.

If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by the Cemetery to be offensive or improper, the cemetery shall have the right, and it shall be their duty, to enter upon such lot (s) and remove, change or correct, at the offending Owner's expense, the offensive or improper object or objects.

If any tree, shrub, or plant standing upon any lot, by means of its roots, branches, or otherwise, becomes detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the Cemetery shall have the right, and it shall be its duty, to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best.

An Integrated Pest Management program prohibits the use of pesticides other than instances where it is required to eradicate invasive species (fire ants etc.)

SALE AND TRASFER OF INTERMENT RIGHTS

The sale or transfer of any Interment Right by any Owner shall not be binding upon the Cemetery unless same shall first be duly approved in writing by a duly authorized representative of the Cemetery. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. The Cemetery shall make available to its Owners, upon their request, necessary forms to affect any sale or transfer of Interment Rights.

Any and all transfers of any Interment Right, whether same is by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which are now in full force and effect or which may be hereafter enacted. All transfers of ownership shall be subject to a nominal transfer fee as posted from time to time in the Cemetery office, and which charge must be paid to the Cemetery when the transfer is recorded. NO transfer of ownership shall be complete or effective until all transfer fees are paid.

All agreements for the purchase of Cemetery Interment Rights must be on forms approved and signed by an authorized Representative of the Cemetery. All terms and conditions for the purchase of Interment Rights must be recited in the purchase agreement. Verbal agreements or representations will not be recognized. All such agreements must provide for the appropriate payments to the Endowment Care Fund of the Cemetery and must be in compliance with applicable state laws.

The Cemetery may, at its option, accept exchanges of Interment Rights when desired by Owners, subject to prior written approval of an authorized representative of the Cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery and/or such other documentation as the Cemetery may require.

As a general rule, the Cemetery does not buy back from the owner of a Certificate of Interment Rights, the cemetery property purchased and deeded to such owner. Under extenuating circumstances, and at its sole discretion, the Cemetery may repurchase property, or accept property in exchange for other Cemetery Merchandise or Services for a value to be determined by the Cemetery.

INTERMENT REGULATIONS

All Cemetery charges and fees for Interment Rights and care and maintenance, must be paid in full before an interment is made in a particular interment space within the Cemetery.

The Cemetery must be provided with advice notice of not less than 24 business hours, or such other advance notice as is posted in the office of the Cemetery, before an interment can be performed. Exceptions will be made only in cases of death from contagious disease or when so ordered by the authorized representative of the Cemetery.

All interments are to be performed only by duly authorized employees of Milton Fields Cemetery or its agents. The Cemetery may postpone or reschedule a graveside or other interment service if too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the Cemetery.

No vaults or other outer burial containers will be allowed within Milton Fields cemetery.

Only caskets made of biodegradable materials may be interred within Milton Fields. A preapproved list is available from the cemetery office.

Decedents are not allowed to be buried if they were previously embalmed with toxic chemicals, unless extenuating circumstances required this procedure.

Prior to permitting any interment within the Cemetery, the Cemetery shall require the written authorization duly executed by both the Owner of the Interment Rights and the next-of-kin of the deceased, or their respective authorized representative (s). Such authorization shall be on forms provided by the Cemetery.

The Cemetery discourages the practice of disinterments, but they will be allowed upon payment, in advance, of the fee in force at the time such service is rendered. The Cemetery makes no guarantee that the casket will not be damaged or broken during the process of performing a disinterment. Application for a disinterment permit must be signed by the Owner of the Interment Rights and the deceased's next-of-kin or their respective authorized representative. All removals must be conducted in accordance with state and local rules and regulations.

No more than two human remains shall be interred in one grave. One whole body interment and one set of cremated remains per lot will be allowed.

GENERAL REGULATIONS

Milton Fields is managed to have the look and feel of Southern horse pasture. The cemetery also aims to minimize the use of energy, waste and toxins by adhering to the standards for natural burial grounds as set forth by the Green Burial Council.

Therefore, all burial plot owners must adhere to the following guidelines:

Decedents are not allowed to be buried if they were previously embalmed with toxic chemicals, unless extenuating circumstances required this procedure.

Burial containers are limited to shrouds or caskets, and must be made from materials that are nontoxic and biodegradable. Milton Fields does not accommodate burial with the use of any type of burial vault.

No additional decorations or landscaping is allowed on graves.

Milton Fields will be protected as a "natural burial ground" as defined by the standards of the Green Burial Council as of December 2008. These standards can be reviewed at www.greenburialcouncil.org.

Fields and meadows will be mowed no more than what is required to meet the guidelines for maintenance of a cemetery by the state of Georgia, or to manage invasive species.

Use of synthetic fertilizers and pesticides shall not be permitted on the property except to deal with difficult invasive plants and under carefully managed circumstances using least-toxic, integrated pest management-type applications.

No hunting, fishing, or trapping of wildlife shall be permitted at Milton Field.

No recreational use of wheeled vehicles or snowmobiles shall be permitted at Milton Field.

No mining or extraction of soil, gravel, or minerals (other than removal of soil for digging of graves) shall be permitted, nor removal of oil or natural gas except via a lease with a "no surface occupancy" provision.

Dogs are not permitted in the Cemetery.

The possession or consumption of illegal drugs or intoxicating liquors within the Cemetery is strictly forbidden.

No boxes, shells, toys, discarded glassware, sprinkling cans, receptacles, pictures, or similar items will be permitted to be placed on any interment space, lot or tree.

The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc. placed on interment spaces, lots or elsewhere in the cemetery.

No benches, chairs, or like items shall be permitted to be brought upon the Cemetery grounds, unless authorized in writing by the Cemetery and placed by its duly authorized personnel.

No person shall be permitted to enter or leave the Cemetery except by the public entrance, which will be open during daylight hours or such hours as are specified and posted in the Cemetery office.

Any person entering the Cemetery other than during posted visiting hours, without prior authorization from the Cemetery, will be considered a trespasser.

Upon entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly authorized representative of the Cemetery.

Motorized vehicles shall not be driven through the grounds in excess of 15 miles per hour and shall always be driven on the right hand side of the Cemetery roadways.

All floral decorations, whether natural or artificial, shall be subject to the Rules and Regulations concerning same as published by the Cemetery. The Cemetery may remove all floral designs (artificial or natural), flowers, weeds, trees, shrubs, or plants of any kind from the Cemetery as soon as, in the judgment of the Cemetery, they become unsightly or diseased, or do not conform to approved standards as published by the Cemetery.

No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.

The cemetery reserves to itself and to those lawfully entitled there a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots. Except as may be necessary to gain access to other lots within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways, and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.

No person shall pluck or remove any plant or flower, either wild or cultivated, from any part of the cemetery.

The Cemetery grounds are sacredly devoted to the burial of the human dead and the provisions and penalties of the law, as provide by statue, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the Rules and Regulations.

No person or persons, other than Cemetery security personnel, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor and then only when in the charge of a military officer and during a military service.

The releasing of or placement on burial sites or any location within the cemetery of balloons is strictly prohibited. Balloons are considered an environmental hazard to wildlife.

MEMORIALS, FOUNDATIONS AND INSTALLATION

In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all memorials and foundations (including vases) which are placed in the cemetery.

Specifications for memorials, and foundations prescribed by the Cemetery are filed in the office of the Cemetery and will be furnished upon request.