

FOREST HILL CEMETERY COMPANY RULES AND REGULATIONS

INTRODUCTION

The Board of Trustees of Forest Hill Cemetery Company has adopted the following Rules and Regulations for the common and mutual protection of those holding Burial Right(s) in Forest Hill Cemetery ("The Cemetery").

All holders of Burial Right(s) within the Cemetery shall be subject to these Rules and Regulations, and shall be further subject to such other rules and regulations, amendments, or alterations as shall be hereafter adopted by the Board of Trustees from time to time. These Rules and Regulations do not cover assessments which may be levied by the Cemetery pursuant to Michigan Statute. The reference to these Rules and Regulations in the Certificate of Burial Right(s) shall have the same force and effect as if set forth in full therein.

Section I. DEFINITIONS

1. **BOARD OF TRUSTEES:** The term Board of Trustees shall mean those persons duly elected or appointed by the lot owners of the Cemetery for the purpose of conducting and administering the affairs of the Forest Hills Cemetery Company and which may be hereafter referred to as the "Board".

2. **BURIAL RIGHT:** The term Burial Right shall mean a right of Interment.

3. **BURIAL SPACE:** The term Burial Space shall mean a plot or niche.

4. **CEMETERY:** The term Cemetery shall mean Forest Hill Cemetery Company and is hereby defined to include a burial park for earth interments, a community Mausoleum for vault or crypt entombments, and one or more columbariums for the deposit of cremated remains.

5. **CEMETERY OFFICE:** The term Cemetery Office shall mean the main office maintained at the entrance to the Cemetery, 415 South Observatory, Ann Arbor, Michigan 48104, Telephone 734-663-5018.

6. **CERTIFICATE OF BURIAL RIGHT(S):** The term Certificate of Burial Right(s) shall mean the original Certificate which is given by the Cemetery to the original Purchaser(s) of Burial Right(s) and which may be used to authorize Interment.

7. **COLUMBARIUM:** Columbarium shall be a structure designed and constructed for, the sole purpose of depositing cremated remains and consisting of chambers (hereinafter sometimes called Niches) for the Interment of the cremated remains of not more than two deceased persons in an inside Niche and not more than one deceased person in an outside Niche.

8. **GRAVE:** The term Grave shall mean a Plot or Niche upon which there has been a permitted Interment.

9. **INTERMENT:** The term Interment shall mean the disposition of remains of a deceased person by burial, entombment, or placing in a Niche.

10. **LOT:** The term Lot shall apply to numbered divisions as shown on the record plat of the Cemetery.

11. **LOT MARKER:** The term Lot Marker means a marble or concrete pin or metal pin used by the Cemetery to locate the corners of the Lot.

12. MANAGER: The term Manager shall mean that person who may be an employee of the Cemetery or one whose services are supplied under contract with the Cemetery through action of the Board to do or to oversee the day to day operation of the Cemetery. The Manager may, if not a direct employee of the Cemetery, be an individual, corporation or partnership, and the Manager shall be vested with such responsibilities and authority as the Board shall from time to time authorize.

13. MARKER: The term Marker shall mean a memorial of either granite, marble or bronze, flush with the ground.

14. MONUMENT: The term Monument shall mean a tombstone or memorial of granite or marble which shall extend above the surface of the ground.

15. NICHE: The term Niche shall mean a chamber in a Columbarium.

16. PLOT: The term Plot shall apply to a space of sufficient size (approximately four by ten feet), to accommodate one full burial or one full burial and one cremain, or two cremains. At an additional charge, third and fourth cremains may be permitted in the discretion of the Cemetery.

17. PERPETUAL CARE FUND: The term Perpetual Care Fund shall mean The Endowment Care Fund as required by statute. Currently, fifteen (15) % of the purchase price for a burial right is required to be paid by the Cemetery to The Endowment Care Fund.

18. PURCHASER: The term Purchaser when used herein in connection with the use of Burial Right(s) shall include, for such purpose, those persons entitled to the use of the rights purchased by the original Purchaser and those rightfully on Cemetery premises in connection with those rights.

Section II. GENERAL RULES

1. Employees of the Cemetery or the Manager are not permitted to do any work for Purchasers except as authorized by the Board.

2. All fees or charges for services are payable at the Cemetery Office as herein described.

3. Visitors within the Cemetery shall use only the established roads and walks, and no one shall be permitted to walk upon or across lots or lawns unless necessary to do so to gain access to a Burial Space.

4. Receptacles for waste material are located at various locations within the Cemetery grounds. Hence, the throwing of rubbish on the drives, paths, or any part of the grounds, or in the buildings, is prohibited.

5. The placing of boxes, metal designs, chairs, settees, urns, objects made of wood, cement or glass, or similar articles upon plots or Cemetery property will not be permitted, and if so placed, the Manager or the employees of the Cemetery are directed by the Board to remove said articles.

6. It is of the utmost importance that there should be strict observance of appropriate conduct in the Cemetery. Hence, all persons within the Cemetery should avoid conduct unbecoming a sacred place.

7. Bringing of firearms into the Cemetery is prohibited, except by a military escort accompanying a veteran's funeral or attending a memorial service.

8. From April 1 to November 1 of each year, potted flowers only shall be permitted upon Burial Spaces. No glass containers shall be permitted.
9. From November 1 to April 1, winter decorations only shall be permitted on Burial Spaces and no glass containers shall be permitted.
10. There shall be no planting of trees or shrubs on a Burial Space or upon Cemetery property without the written consent of the Cemetery.
11. No motorcycles shall be permitted on Cemetery property.
12. There shall be no driving or parking on lawn areas in the Cemetery.
13. Alcoholic beverages are not permitted within the Cemetery without the consent of the Manager or Board.
14. Pets are not permitted within the Cemetery.
15. There shall be no trespassing within the Cemetery.
16. It shall be the duty of the Manager to see that all Rules and Regulations are complied with, and to see that order is maintained and that the best interests of the Cemetery are protected and promoted.
17. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Board therefore, reserves the right in such cases to make exceptions, suspensions, or modifications of any of these Rules and Regulations without notice, when in the judgment of the Board such action appears necessary; and such exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such Rules and Regulations.
18. The Cemetery and Board shall not be liable for injuries to persons or property which occur on the Cemetery premises regardless of cause.
19. The Board hereby expressly reserves the right to adopt additional Rules and Regulations or to amend, alter, or repeal any rule, regulation, article, section, paragraph, or sentence in these Rules and Regulations, at any time and the only notice thereof which need be given shall be by posting thereof at the Cemetery Office.

Section III. BURIAL RIGHT(S)

1. Persons desiring to purchase Burial Right(s) should visit the Cemetery where the Manager shall aid them in making a selection and may enter into a Reservation Agreement with such persons describing the Burial Right(s) purchased. The Purchaser shall make payment at the Cemetery Office. The receipt or receipts evidencing payment in full of all installments in a time purchase arrangement are interim receipts and must be exchanged at the Cemetery Office for the Certificate of Burial Right(s), which will be ready for delivery any time after fifteen (15) days from the time of the final payment.
2. Burial Right(s) may be purchased on a time payment basis on terms embodied in an Purchase and Reservation Agreement made with the Cemetery. In event an Interment is to be made in a Plot or in a Niche so obtained, the initial payment must be set forth in the Agreement and shall be in an amount at least equal to the value of the Plot or Niche occupied, provided that in any Niche in which the cremains of two persons may be deposited the cost of the entire space must be paid to entitle the Purchaser to inter the remains of one person.

3. No foundation for a Monument or Marker may be poured or constructed without the Certificate of Burial Right(s) being issued, and all assessments currently paid.
4. No license, permit, easement, or right of Interment is granted to any Purchaser in any road, drive, alley or walk within the Cemetery, but such roads, drive, alley, or walk may be used as a means of access to the Cemetery or buildings, as long as the Management devotes it to that purpose.
5. Descriptions of Lots, Plots, and Niches will be in accordance with the Cemetery plans which are kept on file in the Cemetery Office.
6. The Cemetery and Board shall not be responsible for damage or destruction to property of any kind on Burial Spaces, including markers and monuments, from any cause, including and not limited to damage caused by the elements, acts of God, thieves, vandals, or acts of third parties.
7. No conveyance of Burial Right(s) shall be honored by the Cemetery, except in form and content acceptable to the Cemetery.
8. It shall be the duty of the Purchaser to notify the Cemetery Office of any change in Purchaser's post office address.
9. It is the policy of the Cemetery to not repurchase Burial Right(s) although owners may reconvey Burial Right(s) to the Cemetery and may be entitled to a tax deduction for the fair value of such reconveyance.
10. The Certificate of Burial Right(s) and these Rules and Regulations and any amendments thereto, and the Purchase and Reservation Agreement where applicable, constitute the sole agreement between the Cemetery and Purchaser. The oral statements of any employee or agent, shall in no way bind the Cemetery.

SECTION IV. CARE OF GROUNDS

1. The general care of the Cemetery, for which Cemetery assumes responsibility, includes the cutting of the grass at reasonable intervals, the raking and cleaning of the grounds, and the pruning of shrubs and trees placed by the Cemetery.
2. The general care assumed the Cemetery shall in no case mean the maintenance, repair or replacement of any Marker, Monument, memorial, tomb, or mausoleum placed or erected upon, nor any plant or shrub placed upon a Burial Space by an owner or Purchaser, nor the doing of any special or unusual work in the Cemetery, including work caused by the impoverishment of the soil, nor the reconstruction of any marble or granite work on any Lot or Plot, on any portion or portions thereof in the Cemetery.
3. Monies received for Perpetual Care, pursuant to statute, shall be held permanently in trust in the Endowment Care Fund and invested as provided by law, and the interest earned from said investment shall be used only for Cemetery maintenance and upkeep. The Board reserves the right, however, either to handle the investment thereof, in whole or part, itself or to deposit said funds with any person, company, or corporation qualified to act as trustee for such funds.
4. The Cemetery may, but is not obliged to, accept such minimum Flower Fund donations as it shall, from time to time, determine acceptable for use in placing flowers on Graves located in the Cemetery. Interest only on such funds shall be used to the extent adequate for placement of flowers for selected holidays. The minimum donation amount acceptable for such purpose shall be determined by the Cemetery from time to time, and which shall be non-refundable to donor.

5. Expenditures from the Endowment Care Fund shall be limited to income from the Fund. No part of the principal of the Fund shall be expended for maintenance or any other purpose.

SECTION V. CORRECTIONS OR ERRORS

1. The Cemetery reserves, and shall have, the right to correct errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any Burial Right(s), either by canceling such conveyance and substituting another Burial Right(s) in lieu thereof of equal value and 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 remains of any person, the Cemetery, upon written notification of the next of kin, shall have the right to remove or transfer such remains to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. Moving of remains shall occur only after the obtaining of any necessary permits or authorizations as may be required by state law.

SECTION VI. DESCENT OF TITLE

1. The laws of the State of Michigan govern the descent of title to Burial Right(s) as well as other matters pertaining to assignments, conveyances, devises, trust deeds, and alienability.

SECTION VII. INTERMENTS

1. The Cemetery will open for interments from 8:00 a.m. to 4:00 p.m. daily with the exceptions of all Sundays, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas, and New Years Day. When any of the above fall on Saturday or Monday and delay will cause unreasonable hardship or inconvenience, Interment may be made on such days; however, an additional fee may be added to the regular Interment charge.

2. All funerals on entering the Cemetery shall be under the charge of the Manager.

3. Once a casket containing a body is within the confines of the Cemetery, no funeral director, his embalmer, assistant, employee, or agent shall be permitted to open the casket or to touch the body without the consent of the legal representative of the deceased or any order signed by the court of competent jurisdiction.

4. When required, all orders for interments must be signed by the owners (of the Burial Right(s)), the owner's legal representative or such person as the Cemetery shall accept as an authorized person to direct such Interment or by such person, agency, or office as provided by law. When obtaining such written authorization is impossible because such person is absent from the city, telegraphic, facsimile, or other electronic permission will be accepted in lieu thereof; provided that, the Cemetery, or the Manager, under such circumstance, shall have no liability to any person for mistakes, misinterpretation, or non-authorized acts undertaken in good faith pursuant to such telegraphic, facsimile or other electronic instructions.

5. No Interment of two or more bodies shall be made in one burial space except in the case of a mother and infant child or two infants buried in one casket. However, the cremated remains of one person may be placed with the interred body of one other person, or the cremated remains of two persons may be placed in one Plot, or the cremated remains of two persons may be interred in a single inside Niche.

6. When an Interment is to be made in a Plot or Niche, the location of such Interment or deposit shall be designated by the Plot or Niche owner. Should the owner fail or neglect to make such designations, the Cemetery reserves the right to make such designation.

7. The Cemetery and the Manager of the Cemetery are the only persons or entities who will be permitted to open occupied graves and will do so only as follows:

A. When the Cemetery is directed to make a disinterment by the order of a court of competent jurisdiction and a certified copy of such order has been filed with the Cemetery.

B. When the County Medical Examiner directs the disinterment for the purpose of holding an inquest and has filed with the Cemetery his court authorization to release the body to himself or his lawful agent. In such case the disinterment must be made by the County Medical Examiner or his lawful agent.

C. Or as otherwise permitted, directed and authorized by law.

SECTION IX. ENFORCEMENT OF RULES

1. The Cemetery is hereby empowered to enforce all Rules and Regulations as herein prescribed; it shall have charge of the grounds and buildings including the conduct of funerals, traffic, employees, owners of Burial Right(s), and visitors and at all times shall have supervision and control of all persons while in the Cemetery. It shall reasonably attempt within provision of applicable law, to exclude from the Cemetery any person of whom it has actual knowledge of violating any or part of these Rules and Regulations which conduct creates a disturbance or threatens damage to property or whose conduct is inappropriate to the use or maintenance of such a sacred place.

SECTION X. AVAILABILITY OF COPIES OF RULES AND REGULATIONS

1. A copy of the current Rules and Regulations of the Cemetery may be obtained from or examined at the Cemetery Office during ordinary working hours by the owner or Purchaser of a Burial Right(s) or any member of the immediate family of an owner or Purchaser or other person or agency legally entitled to make decisions with respect to the disposition of the remains of one entitled to be interred in the Cemetery.

SECTION XI. APPLICABILITY OF RULES AND REGULATIONS

1. The Rules and Regulations shall apply to the owners and Purchasers of all Burial Right(s) regardless of when and under what circumstances such rights were or are hereafter acquired. References to such persons are, to that extent, used interchangeably for the purpose of determining to whom these Rules and Regulations apply.

SECTION XII. SEVERABILITY

1. In the event that one or more of these Rules and Regulations are declared void or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect their applicability to other owners or Purchasers of Burial Right(s) or to the other Rules and Regulations not directly so ruled upon and such unaffected Rules and Regulations shall remain in full force and effect.

Forest Hill Cemetery Company
Rules and Regulations Adopted
February 11, 2003
415 South Observatory, Ann Arbor, Michigan 48104
Telephone 734-663-5018