

GENERAL INFORMATION

Westlawn Cemetery and Mausoleum Association, Inc., an Illinois Not-for-Profit corporation, owns and operates the Cemetery. The Cemetery is located at 7801 Montrose Ave. and was established in 1937. Westlawn offers a full range of services and products. Please contact personnel at the Westlawn Cemetery office for more information.

RULES AND REGULATIONS OF WESTLAWN

PREAMBLE

Rules and Regulations are essential to the maintenance, operation, care, beautification and preservation of the Cemetery. The Rules and Regulations are intended to protect the interest of the Owners.

The Certificate of Ownership that is issued when an Interment Right is purchased from Westlawn provides that the Owner takes title subject to the Rules and Regulations of Westlawn. In addition, all persons entering the Cemetery are subject to the Rules and Regulations. Westlawn may change the Rules and Regulations at any time, without notice to any Owner or any other person.

Westlawn maintains a General Care Trust that is funded with a portion of the proceeds from the sale of Interment Rights. The net income from the General Care Trust is used to defray expenses of maintenance and upkeep of Westlawn, including the lots and Graves therein. Also, Owners are urged to consider purchasing Special Care services. Special Care services primarily include the planting of flowers and other decoration of the lots and Graves of the Owners who purchase such services. The proceeds received from the sale of Special Care services are used to fund a Special Care Trust. The net income from the Special Care Trust is used to provide Special Care services for lots and Graves for which Special Care services have been purchased.

All persons entering Westlawn must display proper respect for the deceased and for the sacred Interment Spaces in which they are interred. Please refrain from touching anything in the Cemetery that does not belong to you.

Westlawn highly recommends that all Owners make a definite disposition of their unused Interment Rights while living. Owners may re-convey their Interment Rights to Westlawn.

ARTICLE I. DEFINITIONS

The following Definitions cover terms used in the Rules and Regulations and such terms shall have the meaning hereinafter defined unless a contrary intention appears from the context of any particular Rule or Regulation.

- 1. Casket.** The term "Casket" includes a coffin and means a rigid container designed for the encasement of human remains and customarily constructed of wood or metal.
- 2. Cemetery.** The term "Cemetery" means the property owned and operated by Westlawn Cemetery and Mausoleum Association, Inc. and includes everything within its property lines.

3. **Certificate of Ownership.** The term "Certificate of Ownership" means the document by which Westlawn conveys a right of Interment, Entombment or Inurnment in an Interment Space.
4. **Columbarium.** The term "Columbarium" means an arrangement of Niches that may include an entire building, a room, a series of special indoor alcoves, a bank along a corridor or part of an outdoor Garden setting.
5. **Cremated Remains.** The term "Cremated Remains" means human remains after the cremation process is completed.
6. **Cremation Vault.** The term "Cremation Vault" means a container for an urn made of concrete, metal, fiberglass, or durable plastic.
7. **Crypt.** The term "Crypt" means a space in a Mausoleum used or intended to be used for the Entombment of human remains.
8. **Entombment.** The term "Entombment" means the placement of human remains in a Crypt.
9. **Family Mausoleum.** The term "Family Mausoleum" means a structure above ground, or partially above and partially below ground, containing Crypts.
10. **Foundation.** The term "Foundation" means the base upon which a Memorial is installed.
11. **Foundation Installation.** The term "**Foundation Installation**" means the preparation of the earth to place a Memorial.
12. **Garden.** The term "Garden" means a section of Westlawn containing Interment Spaces that may be identified by a particular area or section by name, and by the type, size, design and material of Memorial authorized.
13. **General Care.** The term "General Care" means the general maintenance of Westlawn and of the lots and Graves therein. General Care includes the cutting and trimming of the lawn; the maintenance and repair of the drains, water lines, roads, walks, administration building, fences, garages and other structures; any overhead expense necessary for such purposes, including the maintenance of machinery; tools and equipment for such care; compensation of employees; payment of insurance premiums; reasonable payments for employee pension and other benefit plans; and the maintenance of necessary records of lot ownership, transfers and burials, as well as any other records used in the proper administration, protection and operation of the Cemetery. General Care shall not, however, include the care of any Mausoleum, Memorial or marker.
14. **General Care Trust.** The term "General Care Trust" means a fund in which a portion of the monies collected from the sale of Interment Rights is deposited and the net income from which is used to defray expenses of maintenance and upkeep of Westlawn.
15. **Grave.** The term "Grave" means an Interment Space in Westlawn used or intended to be used for the burial of human remains.
16. **Interment.** The term "Interment" means the burial, Entombment or Inurnment of human remains.

- 17. Interment Right.** The term "Interment Right" means the right to an Interment Space.
- 18. Interment Space.** The term "Interment Space" means a space within the Cemetery that holds or is intended to hold a Grave, Crypt, Niche or Plot.
- 19. Inurnment.** The term "Inurnment" means the placement of cremated human remains in an Urn and the placement of such Urn in a Niche, Crypt, Grave or other suitable location in the Cemetery.
- 20. Lawn Crypt.** The term "Lawn Crypt" means an Interment Space in the Cemetery that contains a pre-constructed and pre-buried Vault capable of holding a Casket.
- 21. Lawn Niche.** The term "Lawn Niche" means an Interment space in an Urn Garden in Westlawn used or designated to be used, for the burial of Cremated Remains.
- 22. Lawn Vase.** The term "Lawn Vase" means a receptacle for the placement of flowers on a Grave, Lawn Crypt, Lawn Niche, or Memorial.
- 23. Mausoleum.** The term "Mausoleum" means a structure, above ground, or partially above and partially below ground for Interment of human remains; it may contain a combination of Crypts, Niches or Columbariums.
- 24. Memorial.** The term "Memorial" means (a) Monument, tombstone, Grave marker, or headstone identifying a Grave or Graves, or (b) name plate, name bar, or inscription identifying a Crypt or Niche.
- 25. Monument.** The term "Monument" means a Memorial made principally of stone which extends above the surface of the earth, in upright form. The dimensions for Monuments allowed by Westlawn are available to Outside Contractors at Westlawn's office upon request. Westlawn must approve the specifications for Monuments before installation is made.
- 26. Niche.** The term "Niche" means a space in a Mausoleum or Columbarium used or intended to be used for the Inurnment of Cremated Remains.
- 27. Outside Contractor.** The term "Outside Contractor" means any person, firm or corporation performing any work in the Cemetery, other than an employee of Westlawn.
- 28. Owner.** The term "Owner" means the person or persons:
- (a) to whom Westlawn has conveyed an Interment Right; or
 - (b) who have acquired an Interment Right by transfer or inheritance in accordance with these Rules and Regulations.
- 29. Plot.** The term "Plot" means two or more adjoining Graves, Crypts or Niches.
- 30. Special Care.** The term "Special Care" includes the decoration or any other care beyond General Care of certain lots and Graves in the Cemetery, as more fully described in Section I of Article V. Special Care shall not, however, include the care of any Mausoleum, Memorial or marker.

- 31. Special Care Trust.** The term "Special Care Trust" means a fund in which the monies collected for the Special Care of certain lots and Graves in the Cemetery is deposited and the net income from which is used to provide care beyond General Care for such lots and Graves.
- 32. Urn.** The term "Urn" means a container for Cremated Remains.
- 33. Urn Garden.** The term "Urn Garden" means an outdoor area in Westlawn used or designated to be used for the underground burial of Cremated Remains in an Urn.
- 34. Vault.** The term "Vault" means any container or enclosure made of concrete, fiberglass or steel which is placed in a Grave around a Casket to prevent the collapse of the Grave and/or to protect the Casket or for burial of an Urn.
- 35. Westlawn.** The term "Westlawn" means Westlawn Cemetery and Mausoleum Association, Inc. which owns and operates the Cemetery.

ARTICLE II. GENERAL RULES AND REGULATIONS

- 1. Laws of Illinois & the Rules and Regulation Govern the Cemetery.** All Owners or persons entering the Cemetery shall be subject to all applicable laws of the State of Illinois and the Rules and Regulations of Westlawn now in force or hereafter adopted.
- 2. Cemetery Hours.** Westlawn's main gate hours are posted prominently throughout the Cemetery grounds. Westlawn's office is closed on all Saturdays and on all major Jewish Holidays. Visiting hours and office hours may be changed without notice. Changes in Cemetery hours will be posted on the Cemetery gates.
- 3. Right to Exclude from the Cemetery.** Westlawn may deny admission to the Cemetery to any person or vehicle (or any other means of transportation) or both and may expel any person or vehicle from the Cemetery after admission if Westlawn, in its sole and absolute discretion, believes such person or vehicle will harm the Cemetery in any manner or may be disruptive in any manner to the Cemetery, Westlawn's employees or its visitors. Persons and vehicles may be denied admission to the Cemetery or be expelled from the Cemetery for reasons that include, but are not limited to, the following:
- (a)** The violation of any applicable law of the State of Illinois or any of these Rules and Regulations.
 - (b)** If the absence of any such person or vehicle from the Cemetery is deemed necessary, in Westlawn's sole and absolute discretion, for the safety of the public or for the private protection of any individual or group of individuals.
 - (c)** If any such person, in Westlawn's sole and absolute discretion, does not have a valid reason for entering the Cemetery or is engaging in behavior that is objectionable to Westlawn or its patrons.
- 4. Prohibited Vehicles.** The use of bicycles, motorcycles, buses, skateboards, roller blades, joggers or any other vehicle or means of transportation that Westlawn, in its sole and absolute discretion, believes is disruptive to the Cemetery or its visitors is prohibited, unless permission is otherwise granted by Westlawn.

5. No Liability for Theft or Damage. Westlawn is not responsible for theft or damage to anything placed on Interment Spaces, including, but not limited to, Monuments and Memorials.

6. Respect for the Deceased. All persons entering the Cemetery must display proper respect for the deceased and the sacred Interment Spaces. Westlawn and its employees may take such measures as the circumstances warrant in order to ensure strict observance of this basic principle.

7. Smoking. Smoking is permitted only in designated areas.

8. Cemetery Roads, Walks, etc. All roads, drives, alleys or walks in the Cemetery may be used as a means of access to the Cemetery or any building therein so long as Westlawn devotes them for that purpose. No easement is granted to any Owner in any such road, drive, alley or walk within the Cemetery; however, Owners shall have a right of access over the area adjoining the Grave or lot they are visiting.

9. Operation of Vehicles in the Cemetery. The speed limit on Cemetery roads is fifteen mph. All vehicles shall be restricted to Cemetery roads and shall drive and park on the side near the Interment Space they are visiting. Automobiles are not allowed to park or to come to a full stop in front of an open Grave unless such automobiles are in attendance at a funeral. No undue noise shall be permitted in operating vehicles through Westlawn and only licensed drivers may operate vehicles within the Cemetery's grounds.

10. Children. Children under the age of eighteen years are not permitted on Cemetery grounds unless accompanied by an adult.

11. Firearms. Except as noted in the following two sentences, no one shall be permitted to bring or carry firearms or any other type of weapon within the Cemetery. Police or security personnel who are required to carry firearms in the course of their employment may carry firearms on Cemetery grounds if they are in the course of their employment. Military guard under the command of an officer during Military Service may carry firearms on Cemetery grounds with the approval of Westlawn.

12. Animals. Animals may not be brought into Westlawn, except for service animals. Service animals must be leashed, harnessed or tethered in public places unless the following conditions apply: (a) person's disability prevents the use of these devices, or (b) these devices interfere with the service animal's safe and effective performance of tasks.

13. Prohibited Activities. The following activities are strictly prohibited in the Cemetery:

(a) Defacing or Destruction of Property. The defacing or destruction of any landmark, marker, or Memorial or any action that defaces the grounds of the Cemetery.

(b) Liquor & Alcohol. The use of liquor or alcohol.

(c) Solicitation of Work. Soliciting work in Westlawn by any person. The attendants are employed by Westlawn and are not to be otherwise engaged during work hours by visitors or Owners.

(d) Advertising. The placement of signs, notices or advertisements of any kind within the Cemetery, unless placed there by Westlawn or with its permission. Westlawn may remove and destroy any advertising without notice and without liability.

(e) **Alteration of Landscape.** The gathering of wild or cultivated flowers or damage or destruction of trees, shrubbery, plants or any other landscape.

(f) **Feeding or Disturbance of Wildlife.** The feeding or disturbance of birds, fish or other animal life.

(g) **Certain Activities.** Swimming or wading in lakes or fountains, skating, rollerblading, fishing, jogging and bike riding.

(h) **Expectorating.** Expectorating on Cemetery grounds.

(i) **Benches, Chairs & Trellis.** The placing of wooden or cast-iron benches or chairs, or any wooden or wire trellis in the Cemetery.

(j) **Loitering.** Loitering in Westlawn or any of its buildings. Any person found on the grounds after closing hours will be considered a trespasser and may be prosecuted to the full extent of the law under the Illinois Cemetery Protection Act.

(k) **Unruly Conduct.** The use of boisterous, lewd language or unseemly conduct.

(l) **Placement of Decorations & Other Items on Graves.** The placing of any boxes, shells, stones, toys, discarded glassware, sprinkling cans, receptacles, or similar articles on any Grave or grounds in the Cemetery. Stones and pebbles may be placed on a Monument or marker.

(m) **Scattering of Cremated Remains.** The scattering of Cremated Remains over the Cemetery or over a specific lot.

(n) **Scattering of Paper.** The throwing or scattering of papers or other material.

(o) **Work in Vicinity of a Burial.** Any work and other activity in the immediate vicinity of a burial during funeral services.

(p) **Removal of Memorial or Embellishments.** The removal or alteration of any Memorial, embellishment or any other property by any person other than an employee of Westlawn.

14. Entering & Leaving Westlawn. Entry into and exit from the Cemetery is permitted only by use of the designated entrances furnished by Westlawn for use by the public.

15. Liability for Damage & Injury. Westlawn shall not be liable for damage or injury to any person or property in the Cemetery, unless caused by its own willful misconduct or gross negligence; nor shall Westlawn be liable for loss or damage resulting from causes beyond its reasonable control; including, but not limited to, damage caused by the elements, act of God, acts of Outside Contractors, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, unless otherwise provided herein.

16. Notice upon Damage Resulting from Causes Beyond Westlawn's Control. In the event of any damage or destruction resulting from causes beyond Westlawn's control, Westlawn may at any time

thereafter give ten (10) days written notice of the necessity for the replacement, repair, resetting or reconstruction of the damaged property to the Owner of the lot. The notice shall be sent to the Owner by depositing the same in the United States mail, addressed to such Owner at his or her address appearing on Westlawn's books. In the event such Owner fails to replace, repair, reset or reconstruct the damaged property within the period specified in said notice, Westlawn may, in its sole and absolute discretion, enter such lot, and cause the damaged property to be repaired, reset or reconstructed, at the Owner's expense.

17. Rights Reserved by Westlawn. Westlawn reserves the following rights:

(a) **Temporary Entry.** To temporarily enter upon and use the areas adjoining any lot or Grave for the purpose of performing any work on any lot or other part of the Cemetery. Such right of entry shall include the right to receive machinery and materials necessary to perform all work in connection therewith.

(b) **Change Boundaries or Grading.** To change the boundaries or grading of the Cemetery, including the right to modify, relocate, re-grade or eliminate roads, drives and/or walks.

(c) **Easements and Rights of Way.** Easements and rights of way under, through and over the Cemetery's grounds and any and every part thereof for the purpose of passage to and from lots and other parts of the Cemetery.

(d) **Right of Substitution.** The rights of substitution of Interment Spaces in the event an Owner's burial rights are located in an undeveloped or incomplete area of the Cemetery. Such right of substitution shall be exercised in return for an Interment Space of approximately equal value in a developed area of the Cemetery. In lieu of such right of substitution, Westlawn may provide temporary Interment or Entombment until such Owner's Interment Space is developed.

(e) **Other Rights.** Any other rights that Westlawn, in its sole and absolute discretion, deems necessary to the efficient and orderly management of the Cemetery.

18. Charges for Products & Services. Westlawn's charges for any products or services furnished to or on behalf of Owners must be prepaid. No Interment or disinterment will be permitted, and no Memorial or embellishment may be placed upon any lot, Grave, or Niche until all charges of Westlawn are paid. Westlawn's charges for products and services are available at its office. All charges are final. Westlawn shall have the right to change its charges from time to time without notice, including all past due balances.

19. Entrance to Lots. The entrance to every lot must at all times remain unobstructed. No entrance sills or enclosures of any kind (including, without limitation, beds of stone, concrete, metal or plastic, hedges, shrubs, posts, bars, chains and rails) shall be permitted on Graves or lots.

20. No Grave Mounds. Grave mounds will not be allowed, and no lot shall be raised above the established grade.

21. Notice of Change of Address. It shall be the duty of the Owner(s) to notify Westlawn of any change in the Owner's post office address. Any notice sent to an Owner at the last address on file will be considered sufficient and proper legal notification for all purposes whether or not such purposes are specified in these Rules and Regulations.

22. Covenants. The Rules and Regulations and the Purchase Agreement that is signed by all Owners contain all of the covenants between the parties. No agent or representative of either party has the authority to modify, add to or change any of the terms and conditions without the consent of Westlawn.

23. Violation of the Rules & Regulations. Violators of the Rules and Regulations of Westlawn or trespassers on the Cemetery's grounds may be ejected therefrom and prosecuted and held liable under the law for any damage resulting from their actions. Anyone who persistently violates these Rules and Regulations may be excluded from Westlawn.

ARTICLE III. INTERMENT SPACES

1. Limitations on Who May be Interred in an Interment Space. Only the following persons may be interred in an Interment Space:

- (a) **Jewish Faith.** Persons of the Jewish faith.
- (b) **Non-Jewish spouses or domestic partner.** *The Owner's non-Jewish spouse or the Owner's domestic partner so long as the Owner is of Jewish faith, provided that such spouse's rights are vested. A domestic partner involves a partnership between two people who live together and share a common domestic life but are not married.*
- (c) **Children.** Non-Jewish minor or dependent children of a person described in paragraph (a) or (b) of this Section.

Interment Spaces shall be used only for the Interment of human remains. No animals shall be interred or buried in the Cemetery.

2. Limitations on who may Officiate Funeral Services. Services may be officiated only by Jewish Clergy, Jewish family members or Jewish friends. Non-Jewish clergy may not officiate services at the Cemetery. Any questions about who may officiate services should be directed to Westlawn.

3. Purchase of Interment Spaces. Interment Spaces may be purchased only with the written approval of Westlawn. Interment Spaces may be purchased from an existing Owner or directly from Westlawn. All such purchasers shall be subject to the Rules and Regulations of Westlawn as amended from time to time. Westlawn will not assign a specific Interment Space at the time of purchase, unless all of the Owners of such space sign an affidavit provided by Westlawn (copies of such forms are available at Westlawn's office).

4. Sale, Transfer or Assignment of Interment Spaces. Owners are not allowed to sell their Interment Space without Westlawn's approval. Please contact Westlawn, prior to a proposed transfer to determine if it is permitted. No permitted transfer or assignment of any Interment Space, or interest therein, shall be valid until accepted in writing by Westlawn and recorded in its books. If Westlawn permits the sale or transfer of an Interment Space, the right or interest must be re-conveyed to Westlawn and Westlawn shall then issue a Transfer Certificate of Ownership to the new Owner. Westlawn shall refuse to consent to any transfer or an assignment as long as any portion of the purchase price or any other fees and requirements are outstanding.

5. Persons to Whom an Interment Space may be Transferred. An Interment Space, or any part thereof, shall not be issued or transferred to a person who is not of the Jewish faith; unless such person is a person described in Section I (b) or (c) above. A violation of this requirement will prevent the use of the Interment Space.

6. Title to Interment Spaces. A Certificate of Ownership may be issued to an individual, or to persons as joint tenants. The individual(s) named in the Certificate of Ownership issued and of record will be presumed to be the Owner(s) of the Interment Space unless Westlawn receives written notice to the contrary and a Transfer Certificate of Ownership is conveyed. Upon the death of a joint tenant, the title to any Interment Space held in joint tenancy immediately vests in the surviving joint tenant(s), subject to the vested rights of the remains of the deceased joint tenant.

7. Failure to Provide for the Disposition of an Interment Space upon Owner's Death. If upon the death of the Owner of Interment Space not held in joint tenancy there is no disposition of the Interment Space by will or by a written declaration filed and recorded with the offices of Westlawn, any unused Interment Spaces descend to the heirs at law of the Owner, subject to the rights of the decedent and the decedent's surviving spouse. Within a reasonable time after such death, an affidavit providing a list of all of the names of the Owner's heirs-at-law shall be filed with Westlawn and shall be signed by one of the heirs-at-law. This affidavit shall designate one of their numbers as representative who shall be authorized to sign orders for Interment and provide other needed directions to Westlawn. Westlawn reserves the right to refuse Interment to an heir until satisfactory proof of heirship has been established and recorded in Westlawn's records.

8. Vested Rights to an Interment Space. A vested Interment Space is one in which the individual holding the Interment Right to such Interment Space has an Interment Right that is not defeasible by anyone other than the Owner. Where an Owner owns more than one Interment Space (hereinafter referred to as a "Family Interment Space"), upon the Interment of the Owner or a member of the Owner's family in one of the Family Interment Spaces, the remaining Family Interment Spaces shall vest in the Owner and in the Owner's family members and no Interment Right may be transferred to nonfamily members unless such a disposition was made by the Owner in a Will by specific devise, or by a written declaration filed and recorded prior to the Owner's death in Westlawn's office. Interment Rights to such Family Interment Spaces shall vest in the following order:

(a) One Interment Space shall vest in the Owner.

(b) One Interment Space shall vest in the Owner's spouse. The spouse's vested right shall be superior to any of the persons described in paragraph (c) and (d) below even if such spouse became the Owner's spouse after the rights to the Interment Space were acquired. No transfer of an Interment Space or other action by the Owner without the written consent of the Owner's spouse divests the spouse of a vested right in an Interment Space. A final decree of divorce, however, will divest a spouse of the vested right unless the divorce decree provides otherwise.

(c) If any Interment Rights are remaining, such rights shall vest in the parents and dependent or minor children of the deceased Owner, in the order of their deaths occurring subsequent to the death of the Owner.

(d) If no parent or dependent or minor child survives, the Interment Space shall vest in order of death occurring subsequent to the death of the Owner in: (i) the spouse of any child of the Owner, and (ii) the next heirs at law of the Owner or the spouse of any heir at law, subject to Section I of Article

Ill above.

(e) Except as otherwise provided in Section 12 below, a person with a vested right in an Interment Space does not have a right to be interred in an Interment Space if a deceased person who had a prior vested right in the Interment Space has already been interred in such Interment Space, nor does a vested right include the right to have the remains of more than one deceased person interred in a single Interment Space.

9. Release or Termination of a Vested Right. A vested right in an Interment Space may be released by waiver or terminated (a) upon the Interment elsewhere of the remains of the person in whom such right is vested, or (b) in the case of a spouse, by divorce, unless otherwise provided in the divorce decree.

10. Prohibition against Subdivision without Westlawn's Consent. The subdivision of Interment Spaces is not allowed without the consent of Westlawn, and no one shall be buried in any Interment Space in which the rights have been subdivided, except by written consent of all parties interested in such Interment Space and Westlawn.

11. Multiple Owners. When there are multiple Owners of Interment Spaces, they may designate one or more persons to represent their interests by filing written notice with Westlawn with such notice signed by all Owners. Westlawn shall provide the appropriate form. In the absence of such designation, no one shall be interred in any lot in which they have no interest, without the written consent of all parties who have an interest in the lot and Westlawn.

12. Number of Cremated Remains and Caskets Allowed in an Interment Space. Two Cremated Remains or one Casket may be placed in an Interment Space. Effective July 1, 2010, so long as sufficient space exists, one Cremated Remain may be placed on top of a Casket in an Interment Space. In such case, Westlawn disclaims any responsibility if the urn is damaged due to the shallow depth of the Interment. Westlawn may restrict the Interment or Inurnments to married spouses or to partners of a domestic partnership. Westlawn will allow two names on a Memorial when two Cremated Remains or one Cremated Remain and a Casket are interred in the same Grave. Westlawn will require a Cremation Vault for burials and a permanent container (urn) for the Cremated Remains. Westlawn shall, in its sole and absolute discretion, determine the placement of the Cremation Vault within the Grave space.

13. Exchange of One Interment Space for Another. Westlawn, in its sole and absolute discretion, may exchange one Interment Space for another Interment Space when requested to do so by an Owner. When such an exchange is made, the original conveyance must be surrendered by proper assignment, or by re-conveyance, if considered necessary by Westlawn, before any change is effected.

14. Transfer Fees. Westlawn shall charge a recording and transfer fee upon the transfer of the rights in an Interment Space. Any additional fee shall be added to the General Care Trust. No transfer of Ownership shall be complete or effective until all fees are paid.

ARTICLE IV. INTERMENTS & DISINTERMENTS

1. Work to be performed by Westlawn Employees. Westlawn is subject to a union contract and, under the terms of such contract, all labor and equipment for Interments, disinterments, Entombments, Inurnments, and excavations for Memorials, and the construction of Foundations,

walks and curbs, shall be performed solely by employees of Westlawn at the expense of the Owner, who shall pay the same in advance. Any other work not covered by the union contract must be done in compliance with Article VI ("Outside Contractors") herein.

2. Authorization, Order or Permit. No Interment shall take place without an authorization, order or burial permit signed by the person or persons permitted or required by law to sign such authorization, order or burial permit and/or by the Owner or Owners of such Interment Space. The authorization, order or permit must be received 24 hours prior to Interment, and the following information must be furnished: (a) name and age of the deceased; (b) lot, section and block number; (c) name of Owner of Interment Space; (d) name of funeral director; (e) exact size of burial container; (f) date of Interment and time of arrival at Cemetery; and (g) name and address of the next of kin. Westlawn shall be entitled to rely on the accuracy of the information set forth in such authorization, order, or burial permit, and shall not be liable for any error contained therein. When the location of the Interment Space was not previously assigned or when such location, if previously assigned, cannot be identified or cannot be opened where specified, Westlawn may, in its sole and absolute discretion, inter the remains in such location in the Cemetery as Westlawn deems proper so as not to delay the funeral. Westlawn shall have no liability for any claim in damages of any nature or cause of action for any error made in the location of the Interment Space.

3. Manner of Communicating Order for Interment. Order for Interment from the Owners or their assigns on record may, in the sole and absolute discretion of Westlawn, be received by telephone at the Cemetery's office. If, however, the order for Interment is made by telephone, Westlawn must physically receive prior to the time of actual Interment an Interment/Entombment/Inurnment authorization on a form furnished by Westlawn. Westlawn shall not be responsible for any error that may be made in accepting a telephoned Interment order. Westlawn requests that Owners make all Interment arrangements at the Cemetery's office.

4. Westlawn's Right to Refuse Interment. Westlawn may refuse to make an Interment until the following day if the remains arrive at the Cemetery entrance after 3:30 p.m., or, if, in the sole and absolute discretion of Westlawn, the Interment is impractical.

5. Supervision & Registration of Funerals. Before an Interment may proceed, the funeral director must register at the Cemetery's office and deliver all necessary permits, authorizations and all required fees. All funerals shall be under the supervision of Westlawn. Westlawn shall have the right to refuse to proceed with the Interment unless the funeral is accompanied by a licensed funeral director. Westlawn shall not be responsible for obtaining the Interment permit for determining the identity of the person to be interred, or for embalming the body.

6. Opening a Casket. After a Casket is placed in the Cemetery, Westlawn reserves the right to refuse to open the Casket without the consent of the legal representative of the deceased or without a court order. Westlawn reserves the right to open the Casket to correct any health hazard.

7. Approval of Vaults and Liners. Westlawn shall approve all Vaults and liners.

8. Delays in Interment. Westlawn shall not be liable for any delay in Interment due to failure to comply with these Rules and Regulations, inclement weather, strikes, unforeseen underground obstructions, the filing of a protest, or other circumstances beyond Westlawn's control. Westlawn may require any protest or contest to be in writing and filed in Westlawn's office.

- 9. Limitation as to where Interments May Occur.** No Interment will be permitted beneath any path, walk or road, whether shown on the maps of Westlawn or actually in existence.
- 10. Grading & Construction at Graves.** Westlawn shall make the final determination as to the grading and all construction erected at a Grave.
- 11. Approval of Interment Space.** Interment Space location must be approved by the Owner or his authorized representative in writing on the Cemetery's Interment permit. This permit shall be kept as part of the Cemetery's permanent records. In the event an Interment Space is opened adjacent to a previous Interment on the same or adjoining Interment Space, and it has been impractical to protect the adjacent Interment Space from damage, Westlawn disclaims any responsibility for damage. Filling and re-sodding of the Grave so damaged will be done at the expense of the Owner of the lot on which the new Grave was opened.
- 12. Burial Containers.** The use of an outside burial container is required for all burials. All burial Vaults or other containers must be constructed of concrete or steel or of other composition approved by Westlawn. Wood vaults are not permitted. If upon disinterment of a body it is discovered that a steel or concrete vault was not used for Internment, one must be furnished before the body is re-interred.
- 13. Re-sodding Expense.** Re-sodding of a newly opened Grave will be at the expense of the Owner.
- 14. Applications for Disinterment.** Any person desiring to disinter a body from an Interment Space owned by another must sign an application for disinterment and in addition to any permits required under Illinois law, present a written permit for removal signed by such of the following as are then living: (i) the Owner of the Interment Space; and (ii) the immediate next of kin of the person whose body is to be disinterred. These requests shall remain on file in the office of Westlawn. No disinterment will be permitted without the proper state and local permits, the consent of Westlawn and all the persons whose consents may be necessary or advisable under the laws of the State of Illinois. Westlawn may, in its sole and absolute discretion, require, in addition to such consents, a Court order. Removal of a body or Cremated Remains by the heirs, unless pursuant to the expressed or implied wish of the original Owner is forbidden.
- 15. Liability for Disinterment.** Westlawn shall under no circumstances be held liable in case of disinterment or removal where it acts upon the written order of a person claiming to have the authority to give such order. Westlawn shall exercise the utmost care in making a disinterment but shall assume no liability for damage to any Casket or burial vault or urn. Westlawn's disinterment charge shall be posted in Westlawn's office.
- 16. Who Shall Make Disinterment.** All disinterments, including the date of such disinterment, shall be made by Westlawn and, if required by Illinois law, in conjunction with a licensed funeral director. All charges in connection therewith, including unpaid arrears pertaining to the lot, if any, shall be payable in advance.
- 17. Rights to Grave Space upon Disinterment.** When a removal is to be made from one Interment Space to another, the former Interment Space and all rights therein revert to Westlawn, unless both spaces involved are owned by someone other than Westlawn. If there is a steel or concrete Vault and it is removable, the charge for removal must be paid in advance.

18. Right to Correct Errors. Westlawn reserves the right to correct any errors that may be made either in making Interments or disinterments, or in the inscriptions, transfer, or conveyance and substitution of Interment Spaces. In the event such error shall involve the Interment of the remains of any person in an Interment Space, Westlawn reserves the right to remove and transfer such remains to an Interment Space of equal value and similar location. Westlawn shall have no liability for any claim for damage of any nature or cause of action related thereto.

ARTICLE V. CARE

1. General and Special Care. Responsibility for the General Care of the Cemetery is assumed by Westlawn under the provisions of the Westlawn Cemetery and Mausoleum Association, Inc. General Care Trust (the "General Care Trust"). All sums received for General Care shall be held in the General Care Trust and invested as provided by the terms of the General Care Trust and in accordance with all applicable laws. The net income from the General Care Trust shall be used for the General Care of the Cemetery and shall be expended by Westlawn in such manner as will be, in its judgment, most advantageous to the Interment space Owners as a whole. Westlawn is given the full power and authority to determine upon what property, for what purpose and in what manner the net income from the General Care Trust shall be expended. General Care does not include Special Care or the care of any private Mausoleum.

Special Care shall include only those specific services set forth in a Special Care Agreement (also known as the Forever Care Agreement) entered into by and between Westlawn and an Interment Space Owner. All sums received for Special Care shall be held in the Westlawn Cemetery and Mausoleum Association, Inc. Special Care Trust (the "Special Care Trust"). Special Care includes any care over and above General Care and may, for example, include the improvement or embellishment of all or any part of Westlawn; the planting and cultivation of flowers, shrubs or plants; the care of vases or flower beds; the placing of floral decorations at such times as agreed upon by the parties to the Special Care Agreement; or for any other purpose or use not inconsistent with the purposes for which the Cemetery was established. Special Care also includes any overhead expenses necessary for the purposes of Special Care, including maintenance of machinery, tools and equipment for such care; compensation of employees; payment of insurance premiums; reasonable payments for employee pension and other benefit plans; and the maintenance of appropriate records. Upon application for Special Care work, Westlawn will provide a cost estimate for any Special Care work to be performed by Westlawn, and the charges for such work must be paid in advance.

The funds from the General Care Trust and Special Care Trust may be commingled for investment purposes.

2. Failure to Maintain Interment Spaces. In the event an Interment Space, for which Special Care has not been arranged with Westlawn, shall become overgrown, unsightly or detrimental and hazardous to adjacent Interment Spaces, avenues or paths, Westlawn may, in its sole and absolute discretion, at any time, (subject to Section 5 below), and at the expense of the Owner, enter upon such Interment Space and take such action as Westlawn, in its sole and absolute discretion, determines is necessary to remove, repair or otherwise remedy the condition.

3. Failure to Maintain Trees and Shrubs. In the event trees or shrubs situated on any Interment Space shall, in the sole and absolute discretion of Westlawn, become detrimental, by reason of their roots or branches or for any other reason, to adjacent Graves or paths, or shall become unsightly or inconvenient and hazardous to visitors or employees of Westlawn, Westlawn may, in its sole and

absolute discretion, at any time, (subject to Section 5 below), and at the expense of the Owner, enter upon such Interment Space and remove, repair or otherwise remedy the condition.

4. Failure to Maintain Memorials. In the event any Memorial, or any other construction situated on an Interment Space, has fallen, is in a damaged condition, becomes unsightly or in such need of repair as to cause a hazard or possible injury or danger to passengers, pedestrians or employees of Westlawn, Westlawn may, in its sole and absolute discretion, at any time, (subject to Section 5 below), and at the expense of the Owner, enter upon such Interment Space and remove, repair or otherwise remedy the condition.

5. Notice Provisions. If in the reasonable opinion of Westlawn that one or more of the conditions set forth in Sections 2, 3, or 4 above requires rectification, Westlawn may rectify the applicable conditions prior to providing notice to the last known Owner. Thereafter, as soon as administratively feasible, Westlawn shall provide notice by regular or certified mail to the last known Owner at such Owner's last known address that the itemized conditions have been remedied. Westlawn shall enclose a picture of the conditions prior to and after being remedied. The cost of the remediation shall be reasonably determined by Westlawn and charged to the Owner's account.

6. Flowers & Other Decorations. Artificial flowers are not permitted. Cut flowers and floral arrangements may be placed on Graves or in Lawn Vases. No other flower receptacle may be placed in the Cemetery unless it is of material, size and design approved by Westlawn. Such flowers and floral arrangements will be removed prior to mowing or sooner if, in the judgment of Westlawn, they become unsightly, are inappropriate or in the event of a general cleanup of Westlawn. No glass jars, bottles, tin cans, crockery or earthenware pots are permitted as decorations.

7. Westlawn's Right to Remove Items. If at any time Westlawn deems it necessary to remove existing hedges, shrubs, posts, bars, corner markers, enclosures or any other item, in order to access an Interment Space, Westlawn may remove and dispose of the same without any liability and without responsibility for the replacement or cost of replacement thereof and without notice. Any planting, decoration or other object(s) placed on or above a Grave or lot may be removed when in Westlawn's sole and absolute discretion such action is warranted and in the best interest of employees of the Cemetery and visitors.

8. Grave Work, Landscaping & Planting. All work, planting or landscaping of any kind on all lots and Graves is strictly prohibited, unless such work is to be performed by Westlawn employees. Westlawn shall have the right to refuse care, landscaping and/or planting orders.

9. Flags. Interment Spaces may be decorated during the twenty-four-hour period immediately preceding Memorial Day with small United States Flags. Flags other than the United States flag are not permitted. All flags will be removed after Memorial Day. Flags are not permitted on Interment Spaces at any other time.

ARTICLE VI. OUTSIDE CONTRACTORS

1. Private Mausoleums. Outside Contractors are prohibited from building private Mausoleums; only Westlawn may erect private Mausoleums in the Cemetery, and such Mausoleums shall be erected in accordance with such plans and specifications as are approved by Westlawn.

2. Outside Contractor Requirements. Prior to performing any type of service or work on Cemetery grounds, Outside Contractors shall:

- (a) File with Westlawn a written authorization signed by the Owner for such work.
- (b) Furnish to Westlawn detailed plans and specifications of the work to be performed.
- (c) File with Westlawn a surety bond from a responsible insurance company authorized to do business in the State of Illinois. Such bond shall: (i) be in an amount to be determined by Westlawn, (ii) contain a provision requiring immediate notice to Westlawn upon cancellation, and (iii) guarantee to indemnify Westlawn or Owner for any damage caused to any lot or to the property of Westlawn as a result of the Outside Contractor.
- (d) File with Westlawn certificates issued by an insurance company authorized to transact business in the State of Illinois that evidence adequate coverage for public liability, property damage and Workmen's Compensation. The adequacy of such insurance coverage shall be determined by Westlawn in its sole and absolute discretion.
- (e) Secure an authorization permit from Westlawn for work to be performed under each individual contract. This permit shall be issued within three working days of compliance with all requirements in these Rules and Regulations. No materials necessary to complete such work may be brought or delivered into the Cemetery until such permit is obtained from the Cemetery's Office.

3. Standards & Specifications. All work performed in the Cemetery by Outside Contractors shall be in accordance with standards and specifications issued by Westlawn. The standards and specifications are available at Westlawn's offices and Westlawn reserves the right to change such standards and specifications from time to time without notice. All work performed by Outside Contractors shall be reviewed by Westlawn and is subject to final inspection by Westlawn to assure compliance with such standards and specifications.

4. Failure to Comply With Standards & Specifications. If, in the sole and absolute discretion of Westlawn, any work or material furnished does not comply with Westlawn's standards and specifications, Westlawn may reject such work or material. If such work has already been completed or if such material has already been delivered, Westlawn may either (i) remove the same at the expense of the Owner, or (ii) if possible, in sole and absolute discretion of Westlawn, bring the same into compliance with such Rules and Regulations. A Contractor that does not comply with these requirements will not be allowed to make installations at Westlawn.

5. Fees. If such work is to be performed on behalf of an Owner, any and all fees owed to Westlawn by such Owner must be paid before Westlawn will issue a permit for such work. Westlawn may charge to and collect from an Outside Contractor a reasonable fee for the use of the Cemetery's roads and facilities and for supervision required to ensure that all work performed by an Outside Contractor is in compliance with Westlawn's standards and specifications.

6. Permitted Work Hours. No work is permitted on Saturdays, Sundays, Legal Holidays, Jewish Holidays, or before 9:00 A.M. on weekdays. All Outside Contractors must leave the Cemetery's grounds no later than 4:00 P.M.

7. Rules of Conduct. Outside Contractors and their workers must (i) at all times wear clothing, including, at a minimum, shoes, shorts and shirts, (ii) comply with all applicable health and safety requirements and (iii) comply with all other provisions of these Rules and Regulations.

8. Clean up. Outside Contractors shall clean up the installation or work site at the completion of their work, including the removal of any excavated dirt. Westlawn may, at the expense of the Owner, clean up any work site that, in Westlawn's sole and absolute discretion, was not adequately cleaned by the Outside Contractor performing such work.

9. Failure to Comply With Rules and Regulations. Any permit granted to an Outside Contractor shall automatically be terminated by the failure of such Outside Contractor and/or their workers to comply with these Rules and Regulations.

10. No Assumption of Liability. Westlawn does not assume liability by reason of granting a permit to an Outside Contractor to perform work at the Cemetery.

11. Right to Survey Work Site. If, in the opinion of Westlawn, it is necessary to survey the work site before an Outside Contractor performs work or furnishes material, Westlawn may, at the expense of such Outside Contractor, perform such a survey. All corner stakes shall be laid out by Westlawn, and the grade of all lots shall be determined by Westlawn. The Contractor shall be governed by Westlawn's survey.

12. Unfinished Work & Delays. An Outside Contractor's work shall not be left in an unfinished state and there shall not be any unnecessary delays once such work is commenced. If work is left in an unfinished state or an unnecessary delay occurs, Westlawn may, at the expense of the Owner, complete such work. Westlawn, in its sole and absolute discretion, shall determine whether (i) any work is left in an unfinished state or (ii) a delay is unnecessary.

13. Motorized Equipment. Outside Contractors may not use motorized equipment within the Cemetery without the specific consent of Westlawn.

14. Obstruction of Roads, Paths, etc. If, when making improvements, the Outside Contractor finds it necessary to obstruct roads, avenues or paths in order to complete the work, prior approval by Westlawn shall be obtained before commencing such work.

15. Protection of Grass and Paths. If an Outside Contractor's work requires the movement of heavy material, planks must be laid on any paths or grass that may be adversely affected by the movement of such materials.

16. Inclement Weather. Outside Contractors shall not set Monuments during inclement weather. Whether or not weather is inclement shall be determined in the sole and absolute discretion of Westlawn.

ARTICLE VII. MEMORIALS

1. Applications, Consent & Approval Required for Memorials. Application for the installation of a Memorial shall be made in writing on Westlawn's forms and signed by the Owner or person authorizing

Interment and shall contain the Owner's address, the location within the Cemetery of the Owner's lot, and the proposed plans and specifications for the Memorial. No Memorial shall be erected or placed in the Cemetery until the plans and specifications for such Memorial are approved by Westlawn. To preserve uniformity, all Memorials must meet the criteria specified by Westlawn and all completed Memorials must be inspected by Westlawn before installation. Westlawn reserves the right to reject any Memorial which does not comply with its requirements. Westlawn's criteria and specifications for Memorials may be obtained from the Cemetery's office.

2. Memorial Designs & Inscriptions. Westlawn reserves the right at all times to prescribe the kind, design, size, symbolism, crafting, quality and material of all Memorials, or inscriptions placed in the Cemetery. All Owners or anyone duly authorized to act for and on behalf of an Owner must secure from Westlawn written approval of the design, size and lettering style before ordering any Memorials or inscriptions. Westlawn assumes no responsibility for correct wording spelling, dates, color, design, material, workmanship or physical condition of any Memorial.

3. Names on Memorials. The name or inscription on each Memorial must correspond with the name in Westlawn's records and no change shall be made thereon except upon request of the proper parties and by the permission of Westlawn. No more than one family name may be permitted on any Memorial unless approved in writing by Westlawn.

4. Permitted Memorials. No Memorial may be installed in the Cemetery, unless the delivery thereof has first been approved in writing by Owner and such manufacturer, or the retail dealer of its product, will guarantee to Owner replacement, at its expense, in the event of Owner's claim of defective material, workmanship, or discoloration when exposed to the elements.

5. Foundations Required. Grave markers or Monuments without a Foundation may not be placed on the grounds of the Cemetery.

6. Cost for Foundation, Installation & Care. The Owner shall pay the fair and reasonable charge required to construct the Foundation for such Memorial, and the charge for service and installation.

7. Right to Correct Errors. Westlawn reserves and shall have the right to correct any error that may be made by its employees in the location or placing of a Memorial in the Cemetery. Westlawn shall also have the right to correct any errors made by its employees in placing an improper description, including an incorrect name or date either on the Memorial or on the container for Cremated Remains.

8. No Liability for Memorials Raised Lettering, Carvings or Ornaments. Westlawn shall not be liable for injury to any Memorial or for any damage to any raised lettering, carving or ornaments on any Memorial or other structure.

9. Lots must be paid In Full. Lots must be paid for in full, including any liens and outstanding fees, before Memorial work is installed.

10. Permitted Areas. Memorials are permitted only in areas designated by Westlawn where like-Memorials are placed. No Memorial may embrace two or more spaces. All Memorials shall be set on uniform lines prescribed by Westlawn to conform to Westlawn's general plan for the Cemetery.

11. Removal. Except as provided herein, no Memorial shall be removed from Westlawn without the written consent of the Interment Space holder and Westlawn.

13. Purchase of Memorials from Westlawn. All agreements for the purchase of a Memorial from Westlawn must be on Westlawn's forms and all terms and conditions for the purchase of the Memorial must be recited in the purchase agreement.

14. Government Markers. Orders for government markers will not be approved by Westlawn until a setting order has been signed by the next of kin of the deceased veteran. Only 24" by 12" granite or bronze Government Issue Veteran markers will be accepted by Westlawn.

ARTICLE VIII. MAUSOLEUM

- 1. Who shall open Crypts and Niches:** In order to preserve the face of the Mausoleum, among other reasons, all crypts and niches, all work, of every type, including inscriptions, openings and closings, performed in the Mausoleum shall be done by the employees of the Cemetery, at a reasonable price, determined by Westlawn.
- 2. Number Entombment and cremation rights:** One entombment and one cremation, or two cremations will be allowed in any single crypt, provided that the Cemetery is informed at the time of the purchase in order to provide the correct memorial plaque. Additional fees apply for the second right of entombment for a cremation, and for a memorial plaque change.
- 3. Casket Dimensions:** In all entombments to be made in a mausoleum crypt, the casket dimensions shall not exceed two (2) feet and two (2) inches in height, two (2) feet and five (5) inches in width, and six (6) feet and nine (9) in length. Cemetery reserves the right to approve any casket attachment that may impede placement. Oversized crypts are not available. A casket liner is required for all entombments.
- 4. Names on memorial plates:** The name on the inscription of each memorial plate must correspond with the name in Westlawn's records and no change shall be made thereon except upon request of the proper parties and by the permission of Westlawn; in uniform style in conformity to that designated for the crypt and niche.
- 5. Permitted memorials:** Memorial plates are permitted with uniform specifications in conformity to that designated to the crypt/niche, and no other lettering or designation will be permitted without specific approval of the management, except for an approved religious insignia or emblem but must be approved by Westlawn.
- 6. Prohibited Decorations:** No receptacles or vases for flowers, flags or religious symbols or ornamentation of any type will be permitted on any crypt/niche face. Artificial or natural flowers are not permitted inside the mausoleum. A floral tribute area is located at the entrance of the mausoleum.
- 7. Niches:** One urn will be permitted in any niche; all cremated remains must be in sealed metal, fiber, glass, plastic or stone containers. Internal glass-front columbarium is restricted to the bronze urn approved by Cemetery and provided with the package purchase. No other urn will be permitted in the glass-front niches.

- 8. Rules Application:** All Rules and Regulations heretofore set forth shall apply equally to the mausoleum except where said rule is obviously inappropriate or where specifically deleted or superseded by an applicable regulation pertaining to mausoleum use.
- 9. General Care:** For all space sold there shall be paid a deposit for endowed care, in such amount as is required by state law or as otherwise determined by Westlawn into the Trust Funds for the general care of all such spaces and the Mausoleum.
- 10. General Rules:** Westlawn shall make general rules for Owners and visitors to the Mausoleum including, but not being limited to, hours of visitation, dress and general conduct.

ARTICLE IX. MODIFICATIONS AND AMENDMENTS

- 1. Right To Amend, Modify or Repeal.** Because of continuing changes in customs, practices, economic conditions, and products, Westlawn may, at any time or times, with or without notice to Owners, adopt new Rules and Regulations, or amend, alter and/or repeal any part of these Rules and Regulations.
- 2. Current Rules & Regulations and Price Lists.** A copy of the current Rules and Regulations and price list will be available for inspection at Westlawn's office located in the Cemetery during its regular office hours.
- 3. Waiver.** The failure of Westlawn to insist in one or more instances upon strict performance of anyone or more of the terms or provision of these Rules and Regulations shall not be construed as a waiver or relinquishment for the future of the performance of any one or more of the terms or provisions of these Rules and Regulations.
- 4. Severability.** Should any term or provision of these Rules and Regulations be deemed invalid void or unenforceable either in its entirety or in a particular application, the remainder of these Rules and Regulations shall remain in full force and effect.
- 5. Headings.** The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision herein.