

PARK VIEW CEMETERY ASSOCIATION

Non-Sectarian

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RULES & REGULATIONS

A. CALIFORNIA HEALTH AND SAFETY CODE

1. California laws govern cemeteries. The bulk of regulations are contained in the Business and Professional codes and the Health and Safety codes as detailed in the Cemetery Act.
2. Park View Cemetery Association operates and manages Park View Cemetery within the guidelines of this California Cemetery Act with Rules and Regulations.
3. This Cemetery, which is an endowment care memorial property, meets the qualifications of a not-for-profit operation.
4. Park View Cemetery Association consists of about 40 acres of landscaped park; and is located at 3661 E. French Camp Road, in Manteca, California 95336.

B. PURPOSE

1. These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within the Cemetery.
2. All property purchased shall be subject to these Rules and Regulations. Owners of Interment Rights, visitors, and persons performing work within the cemetery, shall be subject to these Rules and Regulations, and to all amendments or modifications as shall be adopted by the Cemetery from time to time.
3. Their enforcement will help protect the cemetery and create and preserve its beauty. Special cases may arise in which the strict enforcement of a rule might impose unnecessary hardship. The Cemetery Authority reserves the right, to make exceptions when advisable to do so.

C. HISTORICAL INFORMATION

1. Throughout the ages, cemeteries, graves, memorials, and tributes have mirrored history, been a source for recording human endeavors, immortalized our heroes and heroines, and preserved the heritage of the people. Cemeteries have been places where ancestors can be put in a secure place and honored by the living with visits, flowers, and memorials.
2. In 1916 plans were drawn to form an endowment-care memorial park. At the time it was traditional for a group or association with common backgrounds or interests to purchase a specific area of the cemetery where their own would be interred. The Masonic group was one such fraternal association to do this. Others followed.

3. Originally most burials were earth burials. However over the years traditions have changed and cremain burials have become much more prevalent.

4. Park View Cemetery Association is proud of its landscaping, with the beautiful trees throughout, with its buildings and its sculptures, stained glass windows, and art objects.

D. RULES AND REGULATIONS

1. Article 2 of the state of California health and safety code states: sec. 8300 right of cemetery to make Rules and Regulations.
2. A cemetery may make and enforce rules and regulations for all other purposes deemed necessary by the cemetery authority for the transfer of any plot or the right of interment, and the protection and safeguarding of the premises, and the principles, plans and ideals on which the cemetery is conducted.

Sec. 8309 Maintaining Rules and Regulations subject to Inspection.

3. The rules and regulations shall be plainly printed and maintained subject to inspection in the office of the cemetery as the cemetery authority may prescribe.
4. The Certificates of Ownership and these Rules and Regulations, and any amendments thereto, shall be the sole agreement between Park View Cemetery Association and the Owners of Property and Owners of Interment Rights. These Rules and Regulations also apply to before-need contracts.
5. Special cases may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of the rules and Regulations when, in its judgement, the same appears advisable; and such temporary exceptions, suspensions, or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.

E. OPERATION AND MANAGEMENT OF PARK VIEW CEMETERY ASSOCIATION

1. In accordance with the California Health and Safety Code, Section 8275, Park View Cemetery Association is authorized to establish, maintain, manage, improve, and operate a cemetery and conduct any and all of the business of a cemetery not-for-profit.
2. Park View Cemetery Association reserves the right to compel all persons coming to the cemetery to present proper identification and to obey all Rules and Regulations adopted by Park View Cemetery Association.
3. Park View Cemetery Association reserves the right to refuse admission to anyone not a lot owner or relative of a person interred in said cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the cemetery. Park View Cemetery Association reserves the right to control and direct traffic, both pedestrian and vehicular, entering, leaving, or while in the cemetery.
4. 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.
5. Park View Cemetery Association reserves to itself, and to those lawfully entitled thereto, the 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.
6. Park View Cemetery Association management shall direct all improvements within the grounds and upon all lots and graves before, as well as after, interments have been made therein. The cemetery shall have sole and exclusive authority with respect to the sodding, planting, surveying, and improvements with the cemetery.
7. Park View Cemetery Association reserves the right to remove or alter, at the expense of the plot owner, any unauthorized changes made without the written consent by the cemetery management.
8. 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 management.
9. As empowered by Section 8325 of the California Health and Safety Code, the Executive Director and such other employees as the Management may designate shall have the authority of peace officers and shall enforce all Rules and Regulations, and may exclude from any part of the cemetery property any person violating same.

F. GENERAL INFORMATION

1. The cemetery grounds are sacredly devoted to the interment of human remains, and the provisions and penalties of the law, as provided by statute, will be strictly

enforced in all cases of wanton injury, disturbance, and disregard of the Rules and Regulations.

2. No person shall be permitted to enter or leave the grounds except by the public entrance, which will be open during such hours as are specified and posted in the cemetery office.
3. Any person entering the cemetery other than during posted visiting hours, without prior authorization from the cemetery management will be considered a trespasser.
4. Pursuant to Section 8307 of the California Health and Safety Code, Park View Cemetery Association may regulate the conduct of persons and prevent improper assemblages in the cemetery.
5. Park View Cemetery Association hours:

Counseling office and grounds...
9:00 AM to Noon and 1:00 PM to 4:30 PM, Monday through Friday.
6. Interments, disinterments, removals, or interment services are to be scheduled Mondays through Fridays. Special arrangements must be made for scheduling on Saturdays, Sundays or holidays.
7. All interments, disinterments, removals, shall be made only by Park View Cemetery Association. All arrangements for any service, including the disposition of flowers, shall be under the supervision and control of the management.
8. Tents, artificial grass, lowering devices, and other equipment owned by Park View Cemetery Association shall be used exclusively in making interments, disinterments and removals.
9. Attendants at the cemetery entrance or on the cemetery grounds are the employees of, and subject to the direction of the management. Visitors and owners may no otherwise engage them nor pay them any monies.
10. The cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc. placed on graves, lots, or elsewhere within the cemetery grounds.
11. 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.

G. RESPONSIBILITIES AND LIABILITIES

1. Park View Cemetery Association 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, earthquake, an act of God, common enemy, thieves, vandals, strikers, malicious mischief-makers, explosion, unavoidable accidents, invasion, insurrection, riot or order of any military or civil authority whether the damage be direct or collateral, other than as herein provided.
2. Park View Cemetery Association reserves, and shall have, the right to correct any errors that may be made by it either making interments, disinterments or removals, or in installation of memorials. 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.
3. Park View Cemetery Association shall not be responsible for compliance with any order not in writing, or for any mistake due to the lack of precise and proper instructions as to the particular size, space and location in a plot where interment or installation of a memorial is desired.
4. Park View Cemetery Association disclaims any and all responsibility for establishing the identity of the person to be interred.
5. Park View Cemetery Association shall exercise due care in making disinterments and removals, but shall assume no liability for damage to any body, casket, outer burial receptacle, or urn in making a disinterment and removal in accordance with written instructions of the owner or his duly authorized representative.
6. Park View Cemetery Association shall not be liable for any delay in interment where protest to the interment has been made, or for non-compliance with the Rules and Regulations of the Cemetery. Park View Cemetery Association reserves the right to temporarily place the remains in a holding facility, crypt or other suitable place, subject to any state or local sanitary code requirements, until the protests have been resolved.
7. All protests must be in writing and filed in the cemetery office.
8. Pursuant to California Health and Safety Code Section 7112, "No action shall lie against any cemetery authority relating to the cremated remains of any person which have been left in its possession for a period of five (5) years, unless a written contract has been entered into with the cemetery authority for their care or unless permanent interment has been made."
9. Park View Cemetery Association shall be in no way liable or held responsible for the deterioration of, or for any damage caused by any cinerary container, receptacle, or urn placed in any niche, (whether purchased from the cemetery or not), unless the container, receptacle, or urn is constructed of cast bronze of standard specification.

10. Park View Cemetery Association shall not be liable for defective workmanship or defective materials, furnished or performed by the cemetery, in connection with vaults, memorials or foundations, or the installation thereof, beyond replacement, repair or corrections of such materials or installation; or for any defects in material or defects in workmanship, errors or omissions for vaults, memorials or foundations purchased from third parties or installed by contractors.

H. FULFILLMENT OF CONTRACT TERMS PRIOR TO INTERMENT

1. All agreements for the purchase of cemetery property, interment rights, memorials and associated charges must be on forms approved and signed by an authorized representative of Park View Cemetery Association. All terms and conditions for the purchase of Interment Rights must be recited in the purchase agreement. Verbal agreements will not be recognized. All such agreements must provide for the cemetery and must be in compliance with applicable state laws.
2. No interment shall be permitted or memorial placed in or on any property until all cemetery charges and fees for Interment Rights and maintenance are paid in full subject to the contract. Arrangements for the payment of any and all indebtedness due Park View Cemetery Association must be made before an interment will be made in any plot.
3. Park View Cemetery Association, further, shall have the right to remove any memorial or other improvement that may have been placed on said property as a result of default in payment.
4. Park View Cemetery Association may fix a charge for all transfers or assignments of ownership on plots. No transfer or assignment of ownership shall be complete or effective until all charges are paid. When such an exchange is made, the original Certificate of Ownership must be surrendered to Park View Cemetery Association and/or such other documentation as the cemetery may require.
5. Before any vault, tomb, sarcophagus, private mausoleum or columbarium is erected, the proprietor must deposit in the Endowment Care Fund a sum of money estimated by Park View Cemetery Association to be sufficient to yield an income for the proper care of such structure under endowment care.

I. PROPERTY RIGHTS, TRANSFERS, AND ASSIGNMENTS

1. Reference: California Health and Safety Code Sections 8570, 8600, 8601, 8602, & 8603.
2. Interment Rights within the Cemetery shall be used for no purpose other than for the interment of human remains.
3. Property rights of property owners, interment rights, descent and inalienability of property by interments shall all be ruled and governed by laws of the State of California as set forth from time to time in the Health and Safety Code and other laws of California.

4. A "Certificate of Ownership" 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 governmental regulations, b) the Articles of Incorporation and other documents establishing the cemetery, and c) all Rules and Regulations adopted by Park View Cemetery Association as now in force or as hereafter amended or adopted, whether or not as set forth herein. The Certificate of Ownership, Purchase Agreement, and these Rules and Regulations, and any amendments hereto, shall constitute the sole agreement between Park View Cemetery Association and the Owner, and no statement of any sales agent or other cemetery employee to the contrary shall bind Park View Cemetery Association.
5. No transfer or assignment of any property, or interest therein, shall be valid until the consent of Park View Cemetery Association has been endorsed thereon and the same recorded on the books of the Association, and is free and clear of indebtedness.
6. No partial or conditional transfer of interment rights and no sale of an undivided interest will be recorded by the cemetery authority, unless such transfer is to a person or persons who are already part owners. In any case, the cemetery authority shall not be responsible for carrying out the intent of the Grantor.
7. Each owner shall be vested with the ownership of his or her interment right. The owner of such an interment right may dispose of it by will, provided that if the owner dies intestate, the interment rights will descend to the heirs pursuant to the California State laws of descent.
8. The cemetery authority expressly reserves the right and privilege, at any time and from time to time, to re-survey, enlarge, diminish, re-plat, alter shape or size, or otherwise change all or any part of the property hereby mapped and platted (including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives) and to file amended maps or plats thereof and to use the same for the erection of buildings, or for any purposes or uses connected with, incident to or convenient for the disposal or interment of human dead bodies, or other cemetery purposes, together with easements and rights of way over and through said premises for, and the right and privilege of installing, maintaining and operation pipelines, conduits or drains for sprinklers, drainage, electronic of communication lines, or for any other purpose.
9. The subdivision of property is not allowed. No one shall be interred in any property not having any interest therein, except by written consent of all parties interested in such property and of Park View Cemetery Association, provided, however, a relative of any record owner may be buried in said property as proved in these rules or in the laws of the State of California.
10. No easement or right of interment is granted to any property owner in any road, drive, alley or walk within the cemetery; but such road drive, alley, or walk may be used

as a means of access to the cemetery or buildings as long as the Association devotes it to that purpose.

11. It shall be the duty of the property owner to notify Park View Cemetery Association of any change of mailing address. Notices sent to the property owner at the last address on file in the office of the Secretary of Park View Cemetery Association shall be considered sufficient and proper legal notification.
12. Where property is owned by a Church, Lodge or other society, interments shall be limited to the actual member of that organization, and to their husbands or wives, and to the immediate members of their families.

J. DISPOSITION OF HUMAN REMAINS

1. In compliance with the California Health and Safety Code, human remains must be disposed of in accordance with the statutes. A permit filed with the appropriate city or county registrar must be obtained prior to interment. A body cannot be held for more than five (8) days after death unless a permit for disposition has been obtained from the appropriate registrar.
2. In general, the law does not require that a body be embalmed prior to earth burial or cremation. There are exceptions, however, in extenuating circumstances, and these are cited in the California Health and Safety Code.
3. Whether buried or cremated, all bodies must be placed in a casket or in an approved container suitable for holding human remains.
4. Interment of cremains can be made: by putting remains in an urn which is then placed in a niche; by ground burial; or, by scattering of the remains per California Health and Safety Code governing sections.

K. ARRANGEMENT FOR INTERMENT AT PARK VIEW CEMETERY ASSOCIATION

1. All funerals, on entering the cemetery, shall be made under the supervision of the cemetery management. Park View Cemetery Association reserves the right to refuse the conduct of any funeral service on the grounds which in the opinion of the cemetery's management, is not in keeping with the high standards and traditions of the cemetery.
2. The right is reserved by Park View Cemetery Association to insist upon at least twenty-four hours notice before any interment, and to at least one week's notice prior to any disinterment or removal. Park View Cemetery Association reserves the right to refuse delivery of remains, or to make interments, or to accept funerals, if, in the judgment of the management, the time of arrival or of proposed services is inexpedient for any reason, or because of holidays, the timing of working days, or employment of facilities or personnel or other services, work interments or inurnments.

Cemetery Association requires any protest to be in writing and filed in the office of Park View Cemetery Association.

L. INTERMENT BY EARTH BURIAL

- 3. When instructions regarding the location of an interment space in a plot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the management, in its discretion, may open it in such location in the plot as it deems best and proper so as not to delay the funeral; and Park View Cemetery Association shall not be liable in damages for any error so made.
- 4. Park View Cemetery Association may inter, or open a property for any purpose on proper written authorization by any property owner of record made out on forms approved by Park View Cemetery Association and duly filled in its office, unless there are written instructions to the contrary on file in the office, in which event a court order will be required.
- 5. If no provision has been made for an interment space for a particular deceased, Park View Cemetery Association may temporarily place the remains received in a holding facility, crypt, or other suitable place subject to any state or local sanitary code requirements. The length of time such remains will be retained by Park View Cemetery Association will be the sole judgment of Park View Cemetery Association management.
- 6. The receiving vaults are for temporary use only, and on a monthly rental basis, and under no circumstances shall a body be considered as interred or buried by reason of being placed therein.
- 7. Park View Cemetery Association reserves the right, without notice, to remove from its vaults at once and inter any remains not in a good state of preservation, or work when the condition of the body renders its interment necessary; or it may, in its discretion permit an embalmer to do necessary preservative work when such work appears in its discretion appropriate and necessary. The cost of any such service shall be paid by the owner of the interment rights.
- 8. A body shall not be received for interment unless it is in a suitable receptacle of wood or other material acceptable to Park View Cemetery Association to end that the health of employees or others will not be jeopardized.
- 9. No more than one human remains shall be interred in one grave, vault, crypt or niche unless specifically authorized in writing by the owner and next-of-kin or their respective authorized representative and Park View Cemetery Association. Required forms are available through Park View Cemetery Association or from the California Cemetery Board.
- 10. Park View Cemetery Association shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where the Rules and Regulations have not been complied with, or because of strikes, the elements, earthquake, an act of God, common enemy, thieves, vandals, malicious mischief-makers, explosion, unavoidable accidents, invasion, insurrections, riot or order of any military or civil authority; and, further Park View Cemetery Association reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined. Park View

- 1. Plot owners are authorized to bury a single deceased person in an interment space, or two (2) persons may be buried in one (1) interment space, one above the other if full casket burials, or eight cremation burials may be buried when a plot is purchased and dedicated as a family plot for cremation burials only. When a cremation burial plot is dedicated for eight (8) cremation burials, a maximum of two (2) monuments will be allowed to mark the grave. These arrangements must be made and authorized in writing on required forms at the time the plot is purchased.
- 2. When (2) persons are to be buried in a single interment space, one above the other, two vaults must be purchased and placed at the time of the first interment.
- 3. A single plot, regardless if for the burial of a single full casket burial or for two (2) casket burials one above the other, shall be allowed to also have two (2) cinerary urns placed in the same plot. A maximum of two (2) monuments will be allowed to mark the grave.
- 4. A deceased person must be placed in a casket or container acceptable to Park View Cemetery Association and in accordance with the laws of the State of California.
- 5. In every earth interment, Park View Cemetery Association requires that the casket shall be enclosed in a concrete liner, concrete vault, or fiberglass vault; the burial of such vaults shall be made by the employees of Park View Cemetery Association.
- 6. All interments, disinterments and removals must be made at a time and in a manner fixed by the cemetery management.
- 7. The Cemetery Authority may inter or open a plot for any purpose on written authorization by the person entitled to control the disposition of the remains and/or any record owner of such plot made out on forms approved by the Cemetery Authority and duly filed in this office, unless there are instructions to the contrary on file in the office.
- 8. Park View Cemetery Association reserves the right to reject all applications for temporary crypt rentals.

M. INTERMENT BY ENTOMBMENT

- 1. All remains entombed in mausoleums shall be in a casket or alternative container conforming to the standards as prescribed by Park View Cemetery Association.
- 2. Park View Cemetery Association mausoleums have crypts, which will accommodate single caskets, or double crypts deep enough for the placement of two caskets.

3. Once the funeral service is completed and the casket is placed in the receiving vault or other space, Park View Cemetery Association reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the person legally authorized to give permission, or without a court order, and then only by a licensed funeral director; provided that in the event necessity requires, Park View Cemetery Association may take appropriate steps to correct any obnoxious or improper condition.
4. Only lettering or crypt plaques of bronze material may be used on any crypt or niche, and all fittings, adornments, urns, inscriptions, and nameplates for crypts or niches are subject to approval by Park View Cemetery Association.
5. Mausoleum crypt decorations shall be limited to such decorations as may be placed in permanent vases. The use of decorations which are either placed on the floor or freestanding easels, or on stands, or which are attached directly by wire, tape, glue, or such other similar method, is strictly prohibited.

N. INTERMENT OF CREMATED REMAINS

1. All deceased persons cremated and delivered to Park View Cemetery Association must be in a suitable container acceptable Park View Cemetery Association. Cremated remains must be placed in an urn accompanied by a permanent metal identification disc.
2. Park View Cemetery Association provides the following facilities for interment of cremated remains: earth burial, burial at sea of cremated remains (per section 7117 of the California Health and Safety Code), and safekeeping of cremated remains in a temporary holding vault pending decision and arrangements for permanent interment.
3. All fittings, adornments, urns, inscriptions, and nameplates are subject to the approval and control of, and acceptance or rejection by Park View Cemetery Association.
4. Cremated remains must be permanently interred within a period of thirty (30) days. If the arrangements for their interment are not made within the specified time, the person authorizing the holding of cremated remains, and/or the heirs-at-law, either jointly or severally, shall be held liable for rental space occupied by the remains pending, the time they are permanently interred, and for interment charges if interred.

O. DISINTERMENTS AND REMOVALS

1. All disinterments and removals are made subject to the laws as detailed in California Health and Safety Code Articles:

“Sec. 7500 Necessity for Order Before Removal of Remains; Records to be kept: No remains of any deceased person shall be removed from any cemetery, except upon written order of the health department having jurisdiction, or of the superior court of the county in which such cemetery is situated. A duplicate copy of the order shall be maintained as a part of the records of the cemetery. Any person who removes any remains from any cemetery shall

keep and maintain a true and correct record showing: (A) the date such remains were removed. (B) The name and age of the person removed, where these particulars can be conveniently obtained, and the place to which the remains were removed. (C) The cemetery and the plot therein in which such remains were buried. If the remains are disposed of other than by interment, a record shall be made and kept of such disposition. The person making the removal shall deliver to the cemetery authority operating the cemetery from which the remains were removed, a true, full and complete copy of such record.”

2. Park View Cemetery Association shall not remove or permit the removal of any interred remains unless a permit for the removal has been issued by the local registrar of the district in which the premises are located, and delivered to the cemetery authority. Application for a disinterment permit must be signed by the Owner and the deceased’s next-of-kin or their respective authorized representative(s).
3. Park View Cemetery Association shall exercise due care in making a disinterment and removal, but it shall assume no liability for damage to any casket or burial case or urn or remains in making the disinterment and removal.
4. A body, or cremated remains, may be removed from its original plot to a larger or better plot in the cemetery when there has been an exchange or purchase for that purpose.
5. When a disinterment is to be made from a single grave to another grave, and a vault was not used for the original interment, a vault must be used for the next interment.

P. PLANTS, SHRUBS, AND FLORAL REGULATIONS

1. The California Health and Safety Code states: Sec. 8305. “Regulation of Planting within Cemetery. It may regulate or prevent the introduction of care of plants or shrubs within the cemetery.”
2. 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 management 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. All persons are strictly forbidden to break, prune, or injure any tree or shrub, or mar any landmark, marker, memorial, or in any way deface the grounds of Park View Cemetery Association.
3. Flower receptacles may be placed on any plot, providing they are of approved size and design by Park View Cemetery Association management. In the case of the burial plot, however, containers must be set wholly beneath the level of the lawn. Such receptacles may be purchased from, and placed by Park View Cemetery Association.
4. All floral decorations, whether natural or artificial, shall be subject to the Rules and Regulations concerning same as posted in the cemetery office.

5. Floral frames removed from any plot site, unless called for within five (5) days by those lawfully entitled to them, may be disposed of by Park View Cemetery Association in any manner it sees fit.
6. Due to the problems created in the areas of maintenance, security, and safety, the Cemetery has adopted the following floral and lot adornment regulations:
7. **GROUND:** Fresh or artificial floral arrangements will be allowed on each marker. Arrangements must be placed on markers only. No arrangement or other article will be allowed on the grass. Pots wrapped with paper, pots of glass, pottery, or other breakable material will not be allowed.
8. **SPECIAL SEASONAL FLOWERS:** Artificial seasonal flowers (such as artificial poinsettias at Christmas or others for Memorial Day) will be removed by the tenth (10) day following the holiday commemorated. Fresh or potted seasonal flowers (such as lilies at Easter) will be removed as soon as they become wilted or die. If not before, these flowers will also be removed by the tenth (10) day following the holiday commemorated.
9. No Boxes, shells, toys, stuffed animals, windmills, glassware, cans, bricks, gravel, or other similar items will be permitted to be placed on any grave, lot or tree, except as expressly permitted by Park View Cemetery Association.

Q. PRESERVING THE DIGNITY AND SANCTITY OF THE CEMETERY

1. Park View Cemetery Association welcomes those who come to pay their respects to loved ones interred here, and to visitors who appreciate the sculpture, art objects, and the buildings themselves.
2. Please observe the dignity and sacredness of this park and refrain from conduct or activities unbecoming to Park View Cemetery Association.
3. To assist in maintaining this dignity and sanctity, the Cemetery Act expressly provides sections pertinent to vandalism, interference with persons caring for human remains, and conduct of visitors. Every person is guilty of a misdemeanor and subject to fines who:
4. Destroys, cuts, mutilates, effaces, or otherwise injures, tears down, or removes, any tomb, monument, memorial, or marker in a cemetery, or any gate, door, fence, wall, post, or railing, or any enclosure for the protection of the cemetery or any property in a cemetery.
5. Disturbs, obstructs, detains, or interferes with any person carrying or accompanying human remains to a cemetery or funeral establishment, or engaged in a funeral service or an interment.
6. Park View Cemetery Association requests that visitors refrain from loitering, littering, cutting or breaking and causing damage to trees, shrubs, or plants, or to use the grounds for picnicking, children's playground, partisan meeting place, or athletic field. Use of Cemetery grounds

- for bicycling, skateboarding, jogging, skating, or to walk pets is likewise prohibited. Also prohibited are smoking within buildings, boisterous or profane language, alcohol, drugs, or firearms. Notices, advertisements, peddling, and soliciting are all prohibited.
7. Automobiles shall not be driven through the grounds in excess of fifteen (15) miles per hour, and shall always be driven on the right side of the Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways, and are not allowed to park or come to a full stop in front of an open grave, unless in connection with a grave side service.
8. Persons within the Cemetery grounds shall use only the avenues, walks, alleys, and roads, unless there is no other way to reach a plot; or while on any portion of the Cemetery other than the avenues, walks, alleys, or roads, they shall in no way hold Park View Cemetery Association liable for any injuries sustained.
9. Only the plot owner and his relative(s) shall be permitted on the Cemetery plot. Plots are sacred and private property and must not be invaded. Any other person thereon shall be considered a trespasser and Park View Cemetery Association shall owe no duty to said trespasser to keep the property or the memorial thereon in a reasonably safe condition.
10. Children under fifteen (15) years of age shall not be permitted within the Cemetery, or its buildings, unless accompanied by the proper persons to take care and responsibility for them.
11. Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of Park View Cemetery Association under its direction is prohibited within the confines of the cemetery. Solicitation of any kind is strictly forbidden at any time within the cemetery or at its gates without the approval of Park View Cemetery Association.
12. No signs or notices or advertisements of any kind shall be allowed in the cemetery, unless placed by the Cemetery Authority.
13. No one shall be allowed on the grounds of the cemetery after dark, except as authorized by the Cemetery Authority.
14. The office will be closed on Christmas Eve for ½ day, Christmas day, New Years Eve for ½ day, and New Years day, Thanksgiving day, and July 4th.

R. ENDOWMENT CARE

1. Park View Cemetery Association is under endowment care and does establish, maintain, and operate an Endowment Care Fund as an independent entity and as provided for by the California Health and Safety Code.
2. The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the Cemetery under the provisions of the Endowment Care Fund. This, however, does not provide for any special care. Estimates for any special work will be made by the Cemetery upon application and charges for the work must be paid in advance.
3. All Interment Rights within the Cemetery are sold subject to the payment of the amount posted in the Cemetery office for care and maintenance. All such care and maintenance shall be performed by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise expressly granted in writing, by the Cemetery, Park View Cemetery Association or its employees, shall be directly responsible for all grading, landscaping, and improvements of any kind in the Cemetery.
4. Care and maintenance provided under the Endowment Care Fund does not include maintenance, repair, or replacement of any memorial under any circumstance; nor, unless the Cemetery otherwise elects to repair or replace buildings, structures or other property when the damage is caused by vandals, thieves, earthquake, Act of God, common enemy, riots, or by the order of any military or civil authority, or acts beyond the control of Park View Cemetery Association.
5. Care and maintenance, whether applied to lots, graves, mausoleums or to any space within the confines of the Cemetery, shall be limited absolutely to the income received from the investment of the care and Maintenance Trust Fund, anything herein stated to the contrary not withstanding. The Cemetery may also expend such amounts of its general funds as it sees fit to ensure that the proper care and maintenance of the Cemetery is maintained.
6. The income from the Endowment Care Fund shall be expended by Park View Cemetery Association in such a manner as will, in its judgment, be most advantageous to the owners as a whole and in accordance with the purpose and provisions of the laws of the State of California governing the expenditure of such funds.

S. MEMORIALS AND MARKERS

1. Only one memorial may be placed on any one interment space, except with the express written permission of an authorized representative of the Cemetery. No memorial may be placed to embrace two or more interment spaces except as may be specifically authorized by the Cemetery. Not more than one family name may be permitted on any memorial unless specifically authorized in writing by the Cemetery. The name and inscription on each memorial must correspond with the legal name of the deceased interred in the interment space. All memorials shall be set

on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery.

2. If any memorial, or any inscription to be placed on same, or any embellishment whatsoever shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves, and shall have, the right to refuse to authorize the placement of such memorial or object.
3. Except as otherwise provided herein, no memorial may be removed from the Cemetery without the prior written consent of the Owner and next-of-kin of the deceased, or their respective authorized representative(s). Any such removal shall be made in accordance with the applicable requirements of the Cemetery relating to installation and removal of memorials.
4. Should any memorial become unsightly, dilapidated, or a nuisance, the Cemetery will notify the Owner of the memorial property to request repairs. If repairs are not made within a reasonable length of time, the Cemetery shall have the right to enter and to repair the memorial. The cost of any repair shall be paid by the Owner of the interment Rights.
5. If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by the Cemetery management to be offensive or improper, they shall have the right, and it shall be their duty, to enter upon such lot(s) and remove, change, or correct, at the Owners' exclusive expense, the offensive or improper object or objects.

T. VAULTS, MEMORIALS FOUNDATIONS AND INSTALLATIONS; CONTRACTOR'S AGREEMENT

1. The California Health and Safety Code provides that the Cemetery:
2. "May regulate, the uniformity, class, and kind of all markers, monuments, and other structures within the Cemetery and its subdivisions."
3. "May prohibit the erection of monuments, markers, or other structures in or upon any portion of the cemetery."
4. 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, vaults, and foundations which are placed in the Cemetery.
5. No vault, memorial or foundation shall be placed on or removed from the Cemetery without the prior written authorization of both the Owner of the Particular Interment space and the decedent's next-of-kin, or their respective authorized representative(s).
6. Prior to the performance of any work by an outside contractor, the Cemetery expressly reserves the right to approve of any independent contractor and to require the contractor to comply with "Terms of Agreement with Independent Contractor" as set forth by Park View Cemetery Association regarding outside contractors.

7. All vaults, memorials, and foundations placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. Written approval by an authorized representative of the Cemetery must be secured before any vault, memorial or foundation may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any vault, memorial foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect.
8. The specifications for vaults, memorials and foundations prescribed by the Cemetery are filed in the office of the Cemetery and will be furnished upon request.
9. All foundations for memorials, markers, mausoleums, tombs, etc, shall be installed by Park View Cemetery Association, the charges for which shall be fixed by Park View Cemetery Association, unless otherwise agreed by management. Foundations for all monuments shall be built to the depth equal to one-half the height of the monument, and shall be finished two inches below the grade at the top. Application for installation of a foundation shall be signed by the lot owner, giving his name, address and the number of the deed.
10. The cemetery reserves and shall have the right to correct any error that may be in the location of an interment space or placing of a vault, memorial, foundation, or other embellishment within the Cemetery.
11. The Cemetery has established procedural installation requirements for the installation of vaults, memorials and foundations, and all installations performed within the Cemetery must fully comply with these requirements. The Cemetery's specifications and installation requirements are on file and available in the office of the Cemetery.
12. There shall be submitted to the Cemetery for approval a blueprint, sketch, or other adequate description of each vault, memorial or foundation specifying material, size, inscription, name of manufacturer and style number prior to receiving authorization to place any vault, memorial or foundation within the Cemetery. If a vault, memorial or foundation is a standardized production of the same type, style and material, it shall be necessary only to submit the required information once for approval.
13. In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze or concrete work or any section or plot or any portion thereof in the Cemetery, which has been damaged by the elements, malicious mischief-makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, Park View Cemetery Association shall give a ten (10) day written notice of the necessity for such repair to the plot owner of record at his or her address stated on the books of the Park View Cemetery Association. In the even the plot owner fails to repair the damage within a reasonable time, Park View Cemetery Association may direct that the repairs be made and charge the expense against the plot and to the plot owner of record.

14. The Cemetery Authority shall schedule, upon reasonable notice, all installations, taking into account weather and ground conditions, cemetery burial services, availability of personnel, and other relevant factors. Notice of at least thirty (30) days shall be given the Cemetery Authority for the construction of all memorial foundations.

U. DEFINITION OF TERMS

1. BURIAL PARK - Means a tract of land for the burial of human remains in the ground, used or intended to be used, and dedicated, for cemetery purposes.
2. COLUMBARIUM - A structure, room or other space in a building containing niches for inurnment of cremated remains in a place used, or intended to be used, and dedicated, for cemetery purposes. A Columbarium may be either a part of a mausoleum or may be freestanding.
3. COMMITTAL SERVICE - The ritual or ceremony which human remains are committed to their final resting place.
4. CREMATION - Means the reduction of the body of a deceased person to cremated remains in a crematory and the placement of the cremated remains in a grave, vault or niche or burial at sea as provided in Section 7117 of the California Health and Safety Code.
5. CRYPT OR VAULT - Means a space in a mausoleum of sufficient size, used or intended to be used. To entomb uncremated human remains.
6. DIRECT CREMATION / DIRECT DISPOSAL - A utilitarian disposition of human remains without any form of funeral ceremony.
7. ENTOMBMENT - The Placement of human remains in a crypt or vault.
8. INTERMENT - The disposition of human remains or cremated remains by inurnment, entombment, or burial in a cemetery.
9. LOT, PLOT, INTERMENT PLOT - Means space in a cemetery, used or intended to be used for the interment of human remains. Such terms include and apply to one or more than one adjoining graves, crypts, or niches.
10. MAUSOLEUM - A structure or building for the entombment of human remains in crypts or vaults in a place used, or intended to be used, and dedicated for cemetery purposes.
11. MEMORIAL TABLET - Refers to the nameplate marking the final resting place in ground interment, mausoleum entombment, or niche inurnment.
12. NICHE - A space in columbarium used or intended to be used, for inurnment of cremated remains.
13. PERMIT FOR DISPOSITION OF HUMAN REMAINS - Includes "Burial Permit" and is a permit, issued pursuant to law, for the interment, disinterment, removal, reinterment or transportation of human remains.

14. TEMPORARY RECEIVING VAULT - A vault used or intended to be used for temporary placement of human remains.
15. URN - A vessel suitable for accepting and preserving cremated remains.
16. VAULT - A burial chamber suitable for accepting a casket.

V. SUGGESTIONS FOR MEMORIALS AT PARK VIEW CEMETERY ASSOCIATION

1. It has always been so, and often still is, that the living honor and pay homage to a family member by placing a memorial to perpetuate the name of the individual or family name. Should you wish to consider an enduring memorial, we will help and work with you to bring your ideas into reality.

W. PARK VIEW CEMETERY PRE-NEED AND ADVANCED PLANNING PROGRAM

1. Park View Cemetery Association offers a pre-need program, which permits individuals to plan ahead for difficult times and to avoid complications. Many, in getting their affairs in order, include talking with Cemetery staff concerning final arrangements.
2. This relieves the family, or the one charged with making sensitive decisions, from making them in times of emotional distress and uncertainty which often accompany the loss of a loved one.
3. A Pre-Need Program assures that matters are taken care of according to one's desires. One reserves a site NOW while space is available, and purchases property and services at today's prices and within the range one wants to pay... even though the site will not be used for years to come.
4. With over 80 years of experience, Park View Cemetery Association offers a program whereby one can visit the Cemetery, get answers, discuss and examine various options concerning interment, make selections of memorial property, and give instructions so that matters are handled in accordance with one's wishes.
5. Pre-Need planning is one's greatest assurance and peace of mind, both now and in the future. There is great satisfaction in having these matters settled.
6. Park View Cemetery Association counseling offices are open daily, Monday through Friday. In an emergency we can be reached through our answering service as well.

X. RECORD OF PRE-NEED CONTRACT

1. A permanent record shall be kept on hand at Park View Cemetery Association, and shall include a description of services guaranteed to be delivered at the time of need.
2. Trust accounts are also available and may be established to cover or help to cover the opening and closing costs at the time of need.

Y. PROTECTION AGAINST LOSS OR DAMAGE

1. The Cemetery Authority shall have the right to maintain guards if, in its discretion, it deems it necessary to do so, but is under no legal obligation to do so. Whether or not guards are so used, the Cemetery Authority disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damages caused by the elements, by acts of God, by war, by thieves and vandals, by strikers, by riots, or by order of any military or civil authority, whether the damage by direct or indirect.