



Westview

Est. 1884

Rules and Regulations

The Westview Cemetery, Inc.

TABLE OF CONTENTS

DEFINITIONS4

GENERAL SUPERVISION OF CEMETERY4

INTERMENTS AND DISINTERMENTS5

SERVICE CHARGES7

PROPERTY RIGHTS OF LOT OWNERS7

TRANSFERS OR ASSIGNMENTS.....7

SUB-DIVIDING OF LOTS.....8

CONTROL OF WORK.....8

CHAPEL9

DECORATION OF LOTS.....9

ROADWAYS AND REPLATTING.....10

CONDUCT OF PERSONS WITHIN THE CEMETERY10

FEES, GRATUITIES AND COMMISSIONS11

PROTECTION AGAINST LOSS OR DAMAGE.....11

CHANGE IN ADDRESS OF LOT OWNERS12

TRUST AND OTHER CARE FUNDS12

RECEIVING VAULTS12

RULES FOR MEMORIAL WORK IN MEMORIAL PARK13

RULES FOR MEMORIAL WORK IN MONUMENT SECTIONS.....14

RULES FOR MEMORIAL IN MAUSOLEUM AND COLUMBARIUM15

MISCELLANEOUS15

CERTIFICATE AND RULES AND REGULATIONS SOLE AGREEMENT.....15

AMENDMENTS15

RULES AND REGULATIONS

The Westview Cemetery, Incorporated has been known as Westview since first established in 1884. At the present, as also when established, and as shall be in the future, Westview created certain customs and procedures for only those persons desiring to hold burial privileges in such sacred and governed grounds.

For the mutual protection of the purchasers and owners of varied burial spaces in Westview Cemetery, The Westview Cemetery, Inc., and its predecessors, have always operated under Rules and Regulations adopted by its Trustees or Directors, which Rules and Regulations have from time to time been amended and revised to accommodate changes in the laws of the State of Georgia and the laws of the United States. In order to continue its same careful supervision and management and to continue to protect the interests of all present and future purchasers of burial rights in Westview Cemetery, the Board of Trustees has adopted the following Rules and Regulations, which are amended, revised and republished. All purchasers of burial rights, holders of conveyance, holders of contracts for purchase of burial rights, all persons within the cemetery for any purpose, and all lots, crypts or other burial spaces heretofore or hereafter sold are subject to said Rules and Regulations as are hereby published, and are further subject to such other rules and regulations, amendments, alterations or modifications as shall be adopted by The Westview Cemetery, Inc. from time to time; and the reference to these Rules and Regulations in any conveyance or contract or certificate issued by The Westview Cemetery, Inc. covering burial space of any type within the cemetery shall have the same validity, force and effect as if set forth in full therein. Westview shall maintain the Rules and Regulations in its office. Such Rules and Regulations shall be open for inspection during business hours.

DEFINITIONS

Rule 1-A. "Burial Rights"

"Burial Rights" means a permanent easement in a Burial Space, as defined below, for the limited purpose of interment, entombment or inurnment, as the case may be, of human remains, subject to the rules and regulations hereinafter set forth. In no event shall the term "Burial Rights" be deemed to include a fee interest in any real property.

Rule 1-B. "Burial Spaces"

The term "Burial Spaces" shall mean lots, graves, crypts, vaults and niches, or any of the foregoing, all as hereinafter defined.

Rule 1-C. "Cemetery"

The term "Cemetery" means the burial park for earth interments; the community or private mausoleum for crypt or vault interments or entombments; and the crematory, or the crematory and columbarium, for cinerary inurnments.

Rule 1-D. "Crypt"

The term "Crypt" means a space in a mausoleum of sufficient size used, or intended to be used, to entomb human remains.

Rule 1-E. "Entombment"

The term "Entombment" means the placement of human remains in a crypt or vault.

Rule 1-F. "Grave"

The term "Grave" means a space of ground in the cemetery used, or intended to be used, for burial.

Rule 1-G. "Interments"

The term "Interment" means the disposition of human remains by burial, entombment or cremation and inurnment.

Rule 1-H. "Inurnment"

The term "Inurnment" means placing cremated remains in an urn and placing it in a niche or crypt.

Rule 1-I. "Lot"

The term "Lot" means space in the cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more than one adjoining grave, one or more than one adjoining crypt or vault, or one or more than one adjoining niche.

Rule 1-J. "Lot Owner"

The term "Lot Owner" means one or more persons owning burial rights in any lot. The term "Lot Owner" also shall include persons who have entered into a contract for the purchase of burial rights in a lot. Where there are more than one lot owners of a particular lot, each lot owner shall own a fractional undivided interest in the lot as a tenant in common with the other lot owners, and not as joint tenants.

Rule 1-K. "Memorial"

The term "Memorial" means a monument, bronze tablet, headstone, tombstone, crypt or niche plate, or other marker used for the purpose of indicating a burial space.

Rule 1-L. "Monument"

The term "Monument" means a memorial of stone used for the purpose of marking a grave that extends above the surface of the lawn.

Rule 1-M. "Niche"

The term "Niche" means a space in a columbarium used, or intended to be used, for inurnment of cremated human remains.

Rule 1-N. "Westview"

The term "Westview" shall mean The Westview Cemetery, Inc., and its successors and assigns. Where context so requires, the term "Westview" shall include duly authorized officers, agents and representatives of The Westview Cemetery, Inc.

Rule 1-O. Other terms

For purposes of the Rules and Regulations hereinafter set forth, all other words shall have the meaning normally ascribed to such words in everyday language, in the context in which such words are used.

GENERAL SUPERVISION OF CEMETERY

Rule 2-A. Admission to Cemetery

The Westview Cemetery, Inc. is a non-profit private corporation, and it reserves the right to compel all persons coming into the cemetery to present proper identification to the gatekeeper for examination if so provided. Westview further reserves the right to refuse admission to anyone not a lot owner or a relative of a person interred in the cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may reasonably deem objectionable or whose admittance to the cemetery management may deem

opposed to the best interests of Westview; provided, however, that this rule shall not be construed so as to allow Westview to discriminate against any person on the basis of that person's race, color, sex or religion.

Rule 2-B. Cemetery Management in Charge of Funeral

All funerals, on reaching the cemetery, shall be subject to the supervision of Westview.

Rule 2-C. Casket Not to be Opened or Body Touched Without Consent

After a funeral service is completed and the casket is placed in the receiving vault or other burial space, Westview reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the legal representatives and heirs at law of the deceased; provided, however, that in the event necessity requires, Westview may take appropriate steps to correct any condition which, in the judgment of its management, is obnoxious, improper or disrespectful to the deceased.

Rule 2-D. Reasonable Hours

The management of Westview shall have the right to set reasonable hours for admission to the cemetery and for availability of the cemetery premises for funeral services and visitation. Westview also shall have the right to prohibit interments, disinterments, removals, cremation or interment services on Sundays, Holidays or other days Westview deems necessary.

INTERMENTS AND DISINTERMENTS

Rule 3-A. Subject to Laws

In addition to the Rules and Regulations set forth herein, all interments, disinterments, removals and funerals shall be subject to the orders and laws of the properly constituted authorities of the city, county, state and federal governments.

Rule 3-B. Time and Charges

All interments, disinterments, removals, transfers, and funerals must be made at the premises of Westview or at authorized locations approved by Westview, and at such time, in such manner, and subject to the payment of such charges as may be fixed from time to time by Westview.

Rule 3-C. Notice

Any person intending to carry on any cremation or interment on the premises of the cemetery shall give at least twenty-four hours advance notice of such fact to Westview, and any person intending to conduct any disinterment or removal on cemetery premises shall give at least one week's advance notice to Westview. Westview reserves the right to schedule all funerals, and may refuse to make an interment until a more expedient time if the remains arrive at the cemetery entrance after such hours as Westview may set, or if too many funerals arrive on the cemetery premises at the same hour.

Rule 3-D. Authorization to Inter

Westview may cremate or inter human remains or open lot for any purpose on proper written authorization by any lot owner of record made out on forms approved by Westview and duly filed in its office, unless there are contrary written instructions previously on file with Westview.

Rule 3-E. Types of Caskets and Vaults Permitted

No wooden boxes shall be used as caskets for any entombment or earth interments. The casket in every earth interment shall be enclosed in a receptacle approved by Westview. A steel, concrete or other outer burial container approved by the Cemetery, capable of sustaining a static load of 3,500 pounds per square inch, is required for all ground interments. The actual installation of such receptacle shall be made by Westview, except as otherwise provided in Rule 8-B hereof.

Rule 3-F. Location of Interment Space

Prior to the interment of the remains of a deceased person in a lot, crypt or niche Westview shall make a reasonable effort to obtain instructions from the lot owner regarding the location of an interment space. The person or persons making burial arrangements must make such arrangements in the office of Westview or by contact through a responsible party approved by Westview. When such instructions from the lot owner cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, Westview may, in its discretion, open the interment space in such location in the lot as it deems best and proper, so as not to delay the funeral. Westview shall not be liable in damages for any such action or for any error so made.

Rule 3-G. Request for Removal

Should any lot owner, heir, relative or other person desire the disinterment, removal or reinterment in another location of the remains of a deceased person then such actions may be carried out only by Westview and only upon compliance with the following procedures. The person requesting such disinterment, removal or reinterment must have executed an affidavit as to heirs at law; a request for and consent to disinterment, removal or reinterment, and a release and indemnity agreement, all on such forms as may be provided for such purpose by Westview. Such affidavit and request must be signed by all of the heirs at law of the deceased whose remains are to be disinterred,

removed or reinterred. Further, in the event that the lot owner(s) of the lot in which the remains are buried is not an heir at law of the deceased, then the person requesting such disinterment removal or reinterment must have such lot owner(s) execute a similar affidavit requesting and consenting to disinterment, removal or reinterment. The person making such request must supply said proper authorization in order for Westview to obtain such permits as may be required by federal, state or local authorities permitting the disinterment, removal or reinterment of the deceased person. All of these documents must then be presented to the management of Westview, after which time Westview will begin action to disinter and remove the remains. Should the person desiring removal also desire the reinterment of the remains in the Westview Cemetery, then Westview, or someone approved by Westview, will perform the necessary interment, subject to these Rules and Regulations. In the event that reinterment is sought in another location, then this shall not be performed by Westview. Westview shall not be liable for any disinterment, removal or reinterment made at the request of any lot owner, heir or relative of the deceased. The person requesting any of such actions shall indemnify Westview and hold it harmless for any damages, demands, actions or causes of action arising out of the disinterment, removal or reinterment of the remains by Westview. Westview shall not be liable for any failure to make any disinterment, removal or reinterment where Westview is reasonably insecure as to whether such action has been consented to by the lot owner and by all of the heirs at law of the deceased, or where Westview reasonably acts upon advice of counsel in failing to make any such disinterment, removal or reinterment. Should any question so arise as to proper authority for any disinterment, then a court decision must be obtained.

Rule 3-H. Wrongful Burial by Third Party

Westview shall not be liable for an error made by a third party (such as a funeral home) in the burial of remains in a lot in the cemetery. If such a third party improperly buries or causes to be buried the remains of a deceased person, the heirs at law of such deceased person and the owner of the lot in which the deceased was improperly buried shall authorize the removal of the remains and shall further hold Westview harmless for the wrongful burial and for the disinterment, removal and reinterment of the remains by Westview. All expenses shall not be the responsibility of Westview.

Rule 3-I. Errors May be Corrected

Westview reserves, and shall have, the right to correct any errors that may be made by it or by third parties either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property. In the event that the error shall involve the interment of the remains of any person in such interment property, Westview reserves, and shall have, the right to disinter, remove and reinter the remains in the correct burial space, or in such other burial space of equal value and similar location as may be substituted in lieu thereof; provided, however, that prior to beginning any such disinterment, removal and reinterment to correct any errors or mistakes made by Westview, Westview shall notify the lot owner and the heirs at law of the deceased known to Westview of the fact that a mistake has been made and that Westview intends to disinter, remove and reinter the remains in order to correct such mistake. Westview shall give such notice at the address which appears upon the records in the office of Westview and Westview shall not be responsible for locating any address if said address on record is not correct. Westview shall not be liable for any error made in the interment of any human remains, and it shall not be liable for any disinterments, removals or reinterments made in the correction of any such error absent a showing of gross negligence or intentional misconduct on the part of Westview. In the event that the error is in the description, transfer or conveyance of any interment property, Westview may correct any such error either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal or greater value and similar location as far as possible, or as may be selected by Westview, or, in the sole discretion of Westview, by refunding the amount of money paid on account of such purchase, together with interest at the then prime rate per annum from the date of purchase. Westview shall also have the right to correct any errors made in placing an improper inscription, including an incorrect name or date, on any memorial or monument. Westview shall not be liable in damages for any such error.

Rule 3-J. Delays in Interments

Westview shall in no way be liable for any delay in the interment of any remains where these Rules and Regulations have not been complied with, or where a protest to the interment has been made. Westview reserves the right, under such circumstances, to place the body in a receiving vault until the full rights of all parties involved have been determined. Westview may require any protest to be in writing and to be filed in its office.

Rule 3-K. Body Must be Embalmed

A body must be properly embalmed before it may be entombed in any crypt or vault. Westview shall not be liable for the interment permit or for the identity of the person sought to be interred or cremated; nor shall Westview be liable in any way for the embalming of the body.

Rule 3-L. No Interment Permitted Unless Property Paid For

No interment shall be permitted on, and no memorial shall be placed in or on, any lot not fully paid for, except with the prior written consent of Westview. In the event any such consent is given, any and all interments or memorials placed in or on such lot shall be considered as temporary, and no rights shall be acquired in or to any such lot until such lot is paid for, including all principal and interest balances due. In the event that Westview consents in writing to the interment of remains on a lot which has not been fully paid for, and in the event that the purchaser of said lot

thereafter fails to meet all payments in accordance with the terms of the contract therefore, then Westview thereafter shall have the right, after 30 days advance notice by certified mail to the lot purchaser at his address as shown in the records of Westview and to all of the heirs at law of the deceased whose name and addresses are known to Westview, to disinter and remove the remains of each deceased person then interred in such lot and to reinter such remains in a single grave section. Under such circumstances Westview also shall have the right to remove any memorial which may have been placed upon such lot. Westview shall not be liable to the lot owner or to the heirs at law or to the executor or administrator of the estate of a deceased person who may be removed from any lot where the payments on such lot are not made in accordance with the terms of the contract for the sale thereof and Rule 5-C hereof. After remains are so removed and disinterred from a lot, Westview shall have the right to retain such lot in accordance with the provisions of Rule 5-C hereof.

Rule 3-M. Interment of More Than One Body

Not more than one body, or the remains of more than one body, shall be interred in one grave, vault, crypt or niche, unless, in the case of cremation, specifically authorized in writing by the lot owner and Westview. In the event Westview allows the inurnment or entombment of more than one remains in a particular burial space, the Cemetery shall charge a separate fee for each burial right in said space and a separate fee for each service provided. Under no condition shall more than two remains be allowed per grave space on the grounds and no more than four remains in any crypt. Any memorial placed at a space in memory shall constitute use of said space or burial right.

Rule 3-N. Interment or Removal for Profit Prohibited

No lot owner shall allow interments to be made for remuneration. Removal by the heirs of a body or cremated remains so that the lot may be sold for profit to such heirs, or removal contrary to the expressed or implied wish of the original lot owner or the person interred thereon, shall not be permitted except for good cause shown in the sole judgment of Westview. Should Westview question the validity of such action then Westview may, at its discretion, require a court order.

Rule 3-O. Responsibility for Interments and Removals

Westview shall exercise ordinary care in making interments, disinterments and removals, but it shall assume no liability for damage to any vault, casket, burial case or urn.

SERVICE CHARGES

Rule 4-A. Payment of Service Charges

The charges for all cemetery services must be paid at the time of the issuance of the order. Therefore, any charges not satisfied for any services shall constitute the same as a lien and no further services or work of any kind may be done upon said lot until such charges are satisfied.

PROPERTY RIGHTS OF LOT OWNERS

Rule 5-A. Rights of Lot Owners to Burial Spaces

The purchaser or purchasers of any rights to burial spaces in the cemetery are presumed to be the owners of all burial rights therein. The rights of any spouse, children, heirs at law or any other person in such burial space or spaces shall be determined in Accordance with these Rules and Regulations and with the laws of the State of Georgia, and Westview shall have the right to require legal proof of any one who claims such rights.

Rule 5-B. Certain conveyances to be construed as creating tenancies in common

In the event that an indenture is made between Westview and two or more persons, then the conveyance of burial rights shall be construed as creating a tenancy in common with undivided interests between the purchasing parties unless the instrument of conveyance specifically provides otherwise. Any co-owner of a burial space may be interred therein upon his death, so long as space permits, without the consent or knowledge of the other co-owners.

Rule 5-C. Default of Purchasers

Westview shall retain title to all burial rights (as defined in Rule 1-A) until the purchaser thereof has paid all sums due under the contract of sale. In the event that a purchaser shall remain in default in the payments required, under the contract of sale, Westview shall have the right, at its option, upon notice to the purchaser by first class mail, to declare all unpaid sums owing under the contract of sale (less any unearned finance charges) to be immediately due and payable. The purchaser shall thereafter have thirty days in which to tender all unpaid sums owing under the contract of sale to Westview, whereupon the purchaser shall receive a conveyance of title to the burial rights. In the event that the purchaser shall fail to make payment of all such sums owing under the contract of sale, then Westview shall have the right to retain the burial rights and shall have the right to retain all sums paid under the contract of sale as liquidated damages for the breach thereof. This Rule 5-C shall only apply to lot owners contracting for the purchase of burial rights in a lot after the effective date of this Rule.

TRANSFERS OR ASSIGNMENTS

Rule 6-A. Consent of the Cemetery

No transfer or assignment of any burial rights in a lot shall be valid until the consent of Westview has been endorsed thereon and until the holder of the conveyance has surrendered it and Westview has issued a new conveyance to such transferee and the same has been recorded on the books of Westview.

Rule 6-B. Lot Inalienable by Interment

Whenever an interment is made in a lot as to which the right of interment therein has been transferred by conveyance or certificate of ownership to an individual owner by Westview and is held as a separate lot, it shall be indivisible, and, in the event that the lot owner has not disposed of the lot by a specific testamentary devise making specific reference to such lot, then the whole of such burial lot thereby shall become inalienable and shall be held as the family burial lot of the owner, in which one grave may be used for the owner's interment, one for the interment of the surviving spouse, if any, of the owner, and, in event there has been no written designation filed with Westview by the lot owner of those whom he authorizes to be interred therein, the parents or children of such deceased owner and their respective surviving spouse may be interred in said lot in the order of need, without the consent of any person claiming any interment right therein, to the extent the space in such burial lot permits. Thereafter, or in the event there shall be no parent or child surviving such deceased person, the right of interment therein shall go to the next heirs at law of said deceased owner as specified by the statutes of descent of the State of Georgia. Any surviving spouse and any parent, child or heir of such deceased owner may waive his or her right to interment in said lot in favor of any other relative of such deceased owner, or of such other relatives spouse, and upon such waiver, the body of the person in whose favor the waiver is made may be interred therein. After an interment has been made in a burial space, or in the event the lot owner is interred therein following his death, a lot shall not pass under a general residuary devise.

Rule 6-C. Passage of Title upon Death of Owner Where No Interments Have Been Made

In the event that no interments have been made in a burial space, and in the event the owner is not interred therein following his death, then upon the death of the owner the lot shall pass under any specific or general devise applicable to such lot in will of the owner, and if the owner has not left a valid will, then the ownership of burial rights in the lot shall pass to heirs at law of the owner in accordance with the laws of descent and distribution of the State of Georgia. Any party seeking the transfer or use of said rights after the death of the owner must obtain from the heirs or the devisees an affidavit addressed to Westview consenting to the transfer or use of said burial rights.

Rule 6-D. Indebtedness

Westview may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due on the lot in question.

Rule 6-E. Transfer Charges

Westview may fix a reasonable charge for all transfers of ownership in lots. No transfer of ownership shall be complete or effective until all such charges are paid.

Rule 6-F. Records of Ownership

Westview shall maintain in its office records showing ownership of burial rights in all lots in the cemetery, and burial locations. Such records shall be open for inspection during normal business hours to properly authorized heirs and shall govern all questions as to ownership of burial rights and burial locations. Conveyances of burial rights should NOT be recorded in the deed records at the county courthouse.

SUB-DIVIDING OF LOTS

Rule 7-A. Lots May not be Sub-divided

The sub-division of a lot or lots by the purchaser is not permitted under any circumstances, except with the prior written consent of Westview.

CONTROL OF WORK

Rule 8-A. Work to be Done by Westview

All grading, landscape work and improvements of any kind, and all care on lots, shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut and removed, only by Westview. Westview shall have the right to remove, alter or change, at the expense of the purchaser or lot owner, at any time, if, in its judgment, they become unsightly to the eye, any improvements or alterations made in violation of this rule.

Rule 8-B. All Workers to be Approved by Westview

Westview has an interest in assuring that the premises of the cemetery are properly maintained and managed. In furtherance of its objectives to assure that the cemetery is kept and maintained in a neat and orderly manner and that all work done on the cemetery premises is carried out in a workmanlike manner, it is necessary for Westview to restrict admission to the cemetery and to prohibit workmen from opening or closing burial spaces, erecting monuments, or performing other services on the cemetery premises in an unworkmanlike manner or in a manner which might detract from the overall appearance of the cemetery or cause damage to the lots of other lot owners. In furtherance of these objectives, all interments, disinterments, removals, installations of monuments or memorials, and other services to be performed on the cemetery premises shall be performed only by Westview or by other persons previously approved in writing by Westview. All such services must be performed using equipment owned by Westview or using equipment previously approved in writing by Westview. The approval of persons authorized to perform such services on the cemetery premises shall be within the sole discretion of the Board of Trustees of Westview, and shall not be subject to question by any other person; provided, however, that Westview shall not prohibit any person from performing such services on the cemetery premises for the purpose of restraining trade with respect to such services. In the event that Westview authorizes any other party to perform any of such services, Westview may develop procedures for authorizing and may condition such authorization upon such safeguards as Westview may deem necessary and proper for the protection of other lot owners and Westview, including, but not limited to, providing insurance, the posting of bond in an amount sufficient to pay for any damages which may be caused by such person, and all necessary licenses are satisfied.

Rule 8-C. Suspension of Work During Services

All workmen, whether employed by Westview or by others, who may be at work near where an interment is being made, must suspend their work during committal services.

CHAPEL

Rule 9-A. Use of Chapel

All arrangements for any service in the chapel, including the handling and disposition of flowers, must be under the supervision and control of Westview, whether such funeral be conducted by the employees of any funeral establishment operated in the cemetery, or by a funeral director whose funeral establishment is not within the cemetery. Arrangements for the use of the chapel may be made by contacting Westview's office during normal business hours. Any and all charges so imposed shall be paid prior to such service.

DECORATION OF LOTS

Rule 10-A. Floral Regulations

No flower receptacles may be placed on any lot, or in the Mausoleum or Columbarium, unless approved by Westview, and they shall be of metal of approved size and design and, in the Memorial Park Sections, set wholly beneath the level of the lawn, and made an integral part of the memorial. Such receptacles may be purchased from and placed by Westview. When flowers are removed after an interment service in Memorial Park Sections, only flowers placed in the receptacle provided, or potted plants placed on bronze memorials provided they do not extend beyond edge of the memorial, will be permitted. (It is not recommended that potted plants be placed on memorials because they may stain or damage the bronze memorial.) Other floral arrangements will be allowed as provided in Rule 10-F. Westview shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the cemetery as soon as, in the judgment of the management, they become unsightly, dangerous, detrimental or diseased, or when they do not conform hereto, and Westview shall not be liable for any of such actions. Westview shall not be liable for floral pieces, baskets or frames in which or to which such floral pieces are attached. Westview shall not be liable for lost, misplaced or broken flower vases. Westview shall not be responsible for plants, herbage or plantings of any kind damaged by the elements, thieves, vandals, or by any other causes beyond its control. Westview reserves the right to regulate the method of decorating lots so that a uniform beauty may be maintained. Westview reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, plants or herbage of any kind planted or placed in the cemetery by Westview.

Rule 10-B. Removal of Floral Frames

Floral frames when removed from the lot-site may be disposed of by Westview in any manner it sees fit.

Rule 10-C. Certain Ornaments Prohibited

The placing of boxes, shells, toys, metal designs, ornaments, chairs, vases, glass, wood or iron cases, and similar articles upon lots shall not be permitted, and, if so placed, Westview may remove and dispose of the same without notice.

Rule 10-D. Urns, etc. Subject to Approval

All fittings, adornments, urns, monuments, markers, bronze memorials, inscriptions and name plates for crypts or niches are subject to the approval and control of, and acceptance or rejection by, Westview.

Rule 10-E. Certain Ornaments Prohibited in Mausoleum and Columbarium

Only such flowers and containers as are approved by Westview may be used in the Mausoleum or Columbarium, and artificial, dyed or preserved flowers, photographs, souvenirs, artificial wreaths, potted plants, ribbons, bows or flags or other emblems are prohibited in the Mausoleum or Columbarium. If such items are so placed contrary to this rule, they may be removed by the management, and the party placing the prohibited items shall be liable for all damage caused thereby.

Rule 10-F. Floral Decorations

Cut flowers are permitted during any time of the year. Artificial Decorations, Wreaths, Stands and Baskets are permitted from November 15 to March 1. Interment flowers may remain on grave site for three full days after the day of Interment. Holiday (Thanksgiving, Christmas, Valentine's Day, Easter, Mother's Day, Father's Day, July 4th, etc.) decorations may be placed on the grave one week before the holiday and can remain for one week following the holiday. March 1st of each year all decorations removed from cemetery.

ROADWAYS AND REPLATTING

Rule 11-A. Right to Replat, Regrade and Use Property

Westview expressly reserves the right and privilege, at any time and from time to time, to re-survey, replat, enlarge, diminish, alter in shape or size, or otherwise to change all or any part, portion or subdivision of the property heretofore or hereafter mapped or platted (including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives) and to prepare amended maps or plats thereof, and to use such property for the erection of buildings or for any purposes or uses connected with, incident to, or convenient for general cemetery purposes, together with easements and rights of way over and through said premises for installing, maintaining and operating pipelines, conduits, drains, sprinklers, drainage, electric or communication lines, or for other purposes necessary, incidental or convenient to the operation of the cemetery.

Rule 11-B. No Right Granted in Roadways

No lot purchaser or owner shall ever have an easement 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 Westview devotes it to such purposes.

CONDUCT OF PERSONS WITHIN THE CEMETERY

Rule 12-A. Must Use Walks

Persons within the cemetery grounds shall use only the avenues, walks, alleys and roads provided.

Rule 12-B. Trespassers on Cemetery Lots

Only the lot owner and his relatives shall be permitted on the cemetery lot. Lots are sacred and private property and must not be invaded. Any unauthorized person thereon shall be considered a trespasser.

Rule 12-C. Children

Children under fifteen years of age shall not be permitted within the cemetery or its buildings, unless accompanied by an adult responsible for their behavior and conduct.

Rule 12-D. Flowers, etc.

All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants, or feeding or disturbing the birds or fish or other animal or plant life.

Rule 12-E. Refreshments

No person shall be permitted to bring refreshments into the cemetery except as authorized by the management.

Rule 12-F. Loitering Prohibited

There shall be no loitering in the cemetery or in any of the buildings.

Rule 12-G. Unseemly Conduct

Boisterous or unseemly conduct shall not be permitted in the cemetery or in any of the buildings.

Rule 12-H. Smoking

Expectorating or smoking within any of the buildings is prohibited.

Rule 12-I. Rubbish

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

Rule 12-J. Automobiles

Automobiles or other vehicles shall not be driven through the grounds at a speed greater than fifteen miles per hour and must always be kept on the right-hand side of the cemetery roadway. Automobiles are not allowed to park or to come to a full stop in front of an open grave unless the occupants of such automobiles are attending the funeral.

Rule 12-K. Bicycles and Motorcycles

No bicycles or motorcycles shall be admitted to the cemetery at any time without the prior written consent of Westview.

Rule 12-L. Peddling or Soliciting

Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of Westview under its direction, is prohibited within the confines of the cemetery. Solicitation of any kind is strictly forbidden at any time in the cemetery without the approval of Westview.

Rule 12-M. Firearms

No firearms shall be permitted within the cemetery except on special permit from Westview or duly constituted authorities.

Rule 12-N. Notices and Advertisements

No signs or notices or advertisements of any kind shall be allowed in the cemetery, unless placed by Westview.

Rule 12-O. Pets

Pets shall not be allowed on the cemetery grounds or in any of the buildings.

Rule 12-P. Use of Drugs and Alcohol Prohibited

No person shall partake of any narcotic drugs or alcoholic beverages on cemetery premises, nor shall any person enter onto cemetery premises under the influence of narcotic drugs or alcoholic beverages, except as prescribed by a licensed physician.

Rule 12-Q. Hours Open for Grounds and Office

The cemetery grounds shall be open at such time as established and posted by Westview. The offices and buildings shall be open at such times designated as specified by Westview. Westview reserves the right to change its hours of operation for the cemetery and for its offices and buildings without prior notice.

Rule 12-R. Enforcement of Rules

Westview, in its discretion, shall enforce all rules and regulations, and may exclude from the cemetery property any person violating the same.

FEES, GRATUITIES AND COMMISSIONS

Rule 13-A. Gratuities May not be Accepted by Employees

No person employed by Westview shall receive any fee, gratuity or commission, except from Westview, either directly or indirectly, under penalty of immediate dismissal.

PROTECTION AGAINST LOSS OR DAMAGE

Rule 14-A. Use of Guards and Non-responsibility

Westview shall have the right to maintain guards if in its discretion it deems it necessary, but it is under no legal obligation to do so. Whether or not guards are used, Westview distinctly disclaims all responsibility for loss or damage caused by the elements, acts of God, water, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority and other causes beyond its control, whether similar or dissimilar to any of the foregoing, and whether the damage be direct or collateral.

Rule 14-B. Cemetery May Charge for Unusual Repairs or Removals Necessitated by Acts of God, etc.

In the event that it becomes necessary to repair, reconstruct or remove any marble, granite, bronze or concrete work on any section or lot or crypt or niche, or any portion or portions thereof in the cemetery, mausoleum or columbarium, which has been damaged by age, deterioration, the elements, acts of God, water, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrection, riots, or by the order of any military or civil authority, or other causes beyond the control of Westview; or in the event that it becomes necessary to repair, trim, or remove any plants, herbage, shrubs, trees, or planting of any kind, that become overgrown, unsightly, diseased, or in any way distract from the general good appearance of the cemetery, Westview shall not be liable therefore, and may give a 10-day written notice of the necessity for such repair or removal to the lot owner of record. The notice shall be given by depositing the same in the United States mail addressed to the lot owner of record at his or her address stated on the books of Westview. In the event the lot owner fails to repair or remove the damage or unsightly appearance within 10 days, Westview may direct that the repairs or removal be made and charge the expense against the lot and to the lot owner of record.

CHANGE IN ADDRESS OF LOT OWNERS

Rule 15-A. Lot Owner Must Notify Westview

It shall be the duty of the lot owner to notify Westview of any change in his post office address. Notice sent to a lot owner by first class mail to the last address on file in the office of Westview shall be considered sufficient and proper legal notification for all purposes, whether or not such notice is actually received by the addressee.

TRUST AND OTHER CARE FUNDS

Rule 16-A. Care of Cemetery

Care, is that care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the Perpetual Care Fund, and includes the planting, cutting, watering, and care of lawns, trees and shrubs, planted by Westview for general beautification; the cleaning and upkeep of buildings; and the maintenance of utilities, walls, roadways and walks. Westview may also use a portion of the income from such fund for such general care, maintenance, repairs and embellishment as it in its sound discretion shall deem to be for the best interests of the cemetery, to the end that the cemetery generally be kept in the best condition possible within the limits of such income.

Rule 16-B. Care of Mausoleum and Columbarium

Care, is that care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the Care Fund, and includes the cleaning and sweeping of the building at reasonable intervals; the replacement of broken glass; the keeping of the roof in repair; and proper provision of locks and doors to prevent the entrance of prowlers or undesirable persons. Westview may also use a portion of the income from such fund for such general care, maintenance, repairs, and embellishment as it in its sound discretion shall deem to be for the best interests of the Mausoleum and Columbarium, to the end that the Mausoleum and Columbarium generally be kept in the best condition possible within the limits of such income.

Rule 16-C. Investment of Perpetual Care and Individual Lot Owners Funds

The money received for care and special care shall be held in trust and invested as provided by law. Westview reserves the right to deposit said funds with any person, company or corporation qualified under the laws of Georgia to act as trustee for such funds, and to remove a trustee at any time and appoint a new qualified trustee, if Westview in its sole discretion deems the appointment of a new trustee desirable.

Rule 16-D. Contributions to the Perpetual Care Fund

The Perpetual Care Fund shall be authorized to accept contributions from lot owners and from the general public, which contributions shall be added to the corpus of the Care Fund. So far as its management in its exclusive judgment deems practicable, Westview shall use its best efforts to obtain such rulings or determinations as may be necessary to cause such contributions to the Care Fund to be tax deductible to the donor for purposes of Federal and State income, estate and gift taxes.

Rule 16-E. Private Mausoleums

Before any vault, tomb, sarcophagus, private mausoleum or columbarium is erected, the owner must demonstrate by instrument, insurance, fund, or other trust to Westview the ability for the proper future care of such private structure as directed for expense for such additional services necessitated. Plans for construction must be provided and approved by Westview pursuant to Rule 19-A.

Rule 16-F. Special Care

“Special Care” shall include only those specific services set forth in writing in Special Care Agreements with the lot owners.

RECEIVING VAULTS

Rule 17-A. Temporary Only

The receiving vaults are for temporary use only, on a rental basis and in accordance with a written contract with Westview, and under no circumstances shall a body be considered as interred or buried by reason of being placed therein.

Rule 17-B. May Inter if Body Poorly Preserved

Westview reserves the rights upon two days advance written notice by first class mail, to the person responsible for placing a body in the receiving vault to remove from its vaults at once and inter any remains not in a good state of preservation or when the condition of the body renders its interment necessary; or it may in its discretion permit an embalmer to do necessary work when such work appears in its discretion, appropriate and necessary; and Westview shall not be liable for any such removals or for the actions of any such embalmer in working on remains.

Rule 17-C. Infectious Diseases

The remains of any person who has died of an infectious or contagious disease or who has been inflicted with such a disease shall not be allowed to be deposited in the receiving vault.

RULES FOR MEMORIAL WORK IN MEMORIAL PARK

Rule 18-A. Bronze Memorial Tablets - General

Monuments or stones of any kind, or enclosures, shall not be permitted on the graves within the entire Memorial Park. Only bronze tablets or markers shall be allowed, and they must be set level with the ground. All foundations must be placed by Westview or by persons approved by Westview, pursuant to the provisions of Rule 8-B hereof.

Rule 18-B. Bronze Memorial Tablets - Standard Specifications

The following standard specifications are directed to the notice of manufacturers of bronze memorial tablets intended for placement in the cemetery. All markers or tablets are subject to the approval of Westview prior to placement, and acceptance or rejection shall be based upon the following specifications:

1. Only one grave memorial will be permitted on one grave space. No memorial may be set to embrace two or more grave spaces except a companion or a family memorial, nor shall more than one family name be permitted on any memorial unless approved in writing by Westview at the time of the sale of the interment right. All memorials shall be set on uniform lines as prescribed by Westview, to conform to the general plan of the cemetery. The reproduction of a photograph or the likeness of any individual on a memorial is not permitted.
2. Written approval by Westview must be secured before any marker or memorial may be delivered to the cemetery for installation.
3. Each casting shall be true, free from all weakening defects of any character, and also free from minor defects and imperfections. All exposed surfaces must be smooth; no sand-like roughness will be permitted. All letters, numerals, ornamentations and insignias must be hand chased, finely buffed and highlighted. Backgrounds shall be of sculptured texture per approved sample in Westview's office. Background shall be finished in medium dark statuary bronze color secured by entirely chemical means through the formation of cuprous oxide and cupric oxide on the background surface. No sulphide finishes or painted or pigmented lacquer finishes will be permitted.
4. Each memorial shall be cast with integral bosses on the back in locations specified by Westview. These bosses shall be drilled and tapped to receive three-eighth (3/8) inch diameter anchor lugs of bronze or brass from four (4) to six (6) inches in length, these anchor lugs to be supplied to Westview with the memorial. All owners, or anyone duly authorized to act for or on behalf of an owner, before ordering any memorial must secure from Westview written approval of design, size and lettering style. The bronze alloy shall consist of
 - Not less than - 87% copper
 - Not less than - 5% tin
 - Not more than - 2-1/2% lead
 - Not more than - 5% zinc
 - All other elements in total not to exceed 1%
5. With all bronze markers or memorials purchased from a dealer and not through Westview, the owner offering such marker or memorial for installation must furnish Westview an affidavit of analysis from the manufacturer of said marker or memorial. All bronze markers or memorials offered for acceptance by Westview must meet the standard specifications set out in Rule 18-B, Paragraph 4, of these Rules and Regulations. Any bronze markers or memorials purchased from Westview shall meet the specifications as set out in these Rules and Regulations.
6. All markers or memorials shall be installed by Westview or by persons approved by Westview pursuant to Rule 8-B on foundations built or cast by Westview or by such persons at the cost of the owner, and Westview or the persons making such installation, as the case may be, shall assume responsibility for the proper construction of the foundation and the proper installation of such marker or memorial. Westview shall not be liable for any defective materials or defective workmanship beyond replacement or repairs of such defective materials as have been furnished by Westview. All foundations shall be of the size and material specified by Westview.
7. Individual grave markers for adult graves shall not be less than twenty-four (24) inches in length and twelve (12) inches in width. Companion/Family markers shall not be less than thirty-six (36) inches in length and thirteen (13) inches in width unless otherwise designated by Westview. Individual markers for infant graves shall not be less than twenty (20) inches in length and ten (10) inches in width.

RULES FOR MEMORIAL WORK IN MONUMENT SECTIONS

Rule 19-A. Marble or Granite Memorials

1. Location and Design: Plans, specifications and location of all memorial work is subject to the approval of Westview. Only one family monument will be permitted on any entire lot.
2. Permit Required: For the protection of all lot owners, it is necessary that persons erecting, cleaning, or repairing memorials obtain a permit, and in doing such work comply with the directions of Westview. The persons or firms requesting such permit may be required to furnish satisfactory evidence of their ability to properly perform the work proposed.
3. First Quality Material: All monuments, markers, mausoleums and tombs must be of first quality granite or marble suitable for outside memorials. Such material will be guaranteed by the dealer to be free from sap and components which cause rust stains from natural faults which might cause checks or cracks.
4. Agreement by Monument Dealer: Monument dealers must agree to set monuments and markers in conformity with Westview's requirements and in accordance with the trade standards and proper methods of handling and setting.
5. Foundations: Foundations for monuments, markers, mausoleums, tombs, etc., must be installed by Westview, except as provided in Rule 8-B hereof. The charges for such work performed by Westview will be uniform and published in Westview's office. If any fault resulting from improper installation of foundations by Westview develops, Westview will remedy the condition without cost to others. Foundations will be full size of base of memorial and finished one inch below grade on low side. Foundations for monuments must be of 3000 psi strength poured concrete to a minimum depth of twenty-four (24) inches. A minimum of seven (7) days curing time will be allowed before setting of monument. Foundations must be dug to soils with adequate bearing capacity.
6. First Class Workmanship: To be considered first class workmanship, a memorial is not to show unsightly point or tool marks or staining from process of manufacture
7. Size of Monument: The face area of the memorial must not exceed fifteen (15) percent of the area of the lot; the face area of the memorial shall be determined by multiplying the length of the memorial at its extreme limits by the height at its extreme limits. The length of the base cannot exceed sixty (60) percent of the width of the lot at point of placement. No monument with a base less than four (4) feet in length, twelve (12) inches in width, and six (6) inches in thickness and die less than three (3) feet in length, two (2) feet in height, and eight (8) inches in thickness will be allowed.
8. Base: All bases for granite monuments must have one and one-half (1-1/2) inches finished margin line at top of vertical edge. All-outside edges in marble are to have quarter round. All bases must be of a rectangular shape, with no indentations or protrusions.
9. Finishes: So called rock face work will not be permitted except on bases as outlined. Polished surfaces will not be permitted on marble except in interior installation.
10. Individual Markers: Individual grave markers for adult graves shall not be less than twenty-four (24) inches in length, ten (10) inches in width and four (4) inches in thickness and shall not exceed thirty (30) inches in length, fifteen (15) inches in width and six (6) inches in thickness except in duplication of other markers already on lot. Individual grave markers for infant graves shall not be less than fifteen (15) inches in length, eight (8) inches in width, and four (4) inches in thickness and shall not exceed the size for adult graves except in duplication of other markers already on lot. All outside edges in marble are to have quarter round, granite markers to have three-quarter (3/4) inch finished margin line at top of vertical edge. Individual markers will be set on concrete foundations with a minimum thickness of four (4) inches. Concrete foundations may be precast or poured on site, provided a minimum of seven (7) days curing time will be allowed before setting of marker. All individual markers are to be placed flush with ground level.
11. Tolerance in Dimensions: When six (6) inches to ten (10) inches inclusive in thickness the name-stone may have a tolerance of one-quarter (1/4) inch over or one-quarter (1/4) inch under the specified dimensions. When more than ten (10) inches thick the tolerance may be one-half (1/2) inch over or under the specified dimension. Other dimensions of memorials may have a tolerance of one-half (1/2) inch over or one-half (1/2) inch under the specified dimension. In cases of under or over dimensions the difference must be uniform over the whole stone.
12. Sketch Required: To avoid errors it is required that a sketch showing design and complete inscription in detail with all dimensions, be submitted in triplicate and that approval in writing be secured from Westview before the foundation for the memorial is installed. The approval of the material, design and finish of the memorial shall be secured before commencing work upon the memorial.
13. Duplication: Duplication of the design of any monument or mausoleum will not be permitted without permission of Westview and the owner of the original.

14. Right to Remove: Should any monument, mausoleum or tomb become unsightly, dilapidated or a menace to visitors, Westview shall have the right at the expense of the lot owner to correct the condition or to remove the same without liability to Westview.
15. Outside Workmen: All workmen employed by outside persons or firms within the cemetery are subject to the Rules and Regulations of Westview.
16. Right to Correct Errors: Westview at its expense may, without any liability, correct any error made by Westview in the placing of a foundation.
17. Photographs on Memorials: The reproduction of a photograph on glass, porcelain or other material is not permitted.
18. Carvings: The carvings in granite or marble of the likeness of any individual other than Biblical Characters or Saints is not permitted.
19. Statuary: No free standing statuary shall be permitted. Carving figures in bas-relief of proper design will be acceptable where approved by Westview.
20. Urns: No open urns or open areas in monuments will be permitted.

RULES FOR MEMORIAL IN MAUSOLEUM AND COLUMBARIUM

Rule 20-A. Bronze Memorial Tablets

1. Only bronze crypt plates shall be used and must be placed by the cemetery.
2. All crypt plates must be of a design specified by Westview and shall be of a uniform size approved by Westview.
3. Only one individual crypt plate shall be permitted for each crypt. No crypt plate shall be set to embrace two or more crypt spaces except a family plate.
4. Each casting shall be true, and free from all defects.
5. All niche plates shall be of a uniform size and material approved by Westview.

MISCELLANEOUS

Rule 21-A. Errors in Placing of Memorials

Westview reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery; and Westview shall not be liable for any such errors or for the actions taken in correcting any such errors.

Rule 21-B. Removal of Memorials

No memorial shall be removed from the cemetery, except by Westview, unless the written order of the lot owner be presented at the office of Westview and permission be granted by Westview.

Rule 21-C. Copings, Slabs, Walks, etc. not Permitted

No copings, slabs, curbing, fencing, hedging, grave mounds, borders or enclosures of any kind, shall be allowed around any lot; and no walks or steps will be permitted.

CERTIFICATE AND RULES AND REGULATIONS SOLE AGREEMENT

Rule 22-A. Statements of Sales Agents

The contract to purchase, the written conveyance of burial rights, and these Rules and Regulations and any amendments thereto shall be and constitute the sole agreement between Westview and the lot owner. The statement or representation of any sales agent shall in no way bind Westview.

AMENDMENTS

Rule 23-A. Right to Amend

Westview may, and it hereby expressly reserves the right, at any time, and from time to time, to adopt new Rules and Regulations, or to amend, alter or repeal any rule, regulation, article, section, paragraph, sentence or word in these Rules and Regulations, and the same shall thereupon immediately become effective without further notice.

Amended Jan. 1, 1998, January 1, 2002, January 15, 2015.