

## RULES AND REGULATIONS OF

### MILILANI MEMORIAL PARK

#### PURPOSE

For the mutual protection of every plot purchaser, these rules and regulations are hereby adopted as the rules and regulations of MILILANI MEMORIAL PARK. All owners and visitors within the Memorial Park, and all plots sold, shall be subject to these rules and regulations, and to amendments or alterations thereto as shall be adopted by MILILANI MEMORIAL PARK, INC., a Hawaii corporation, from time to time. The reference to these rules and regulations in the certificate of ownership to plots shall have the same force and effect as if set forth in full therein.

#### DEFINITIONS

RULE 1. The terms "Memorial Park" and "Cemetery" are herein used interchangeably, and either of said terms is hereby defined to include a burial park for earth interments, a community mausoleum for vault or crypt interments, a crematory or crematory and columbarium for cinerary interments, or a combination of one, or more than one, thereof.

RULE 2. The terms "lot", "plot", or "burial space", shall be used interchangeably, and shall apply with like effect to one, or more than one, adjoining graves; to one, or more than one, adjoining crypts or vaults; or to one, or more than one, adjoining niches.

RULE 3. The term "interment" shall mean the permanent disposition of the remains of a deceased person by cremation and inurnment, entombment, or burial.

RULE 4. The term "memorial" shall include a monument, marker, tablet, headstone, private mausoleum or tomb for family or individual use, tombstone, coping lot enclosure, surface burial, vault, urn and crypt, and niche plates.

RULE 5. The term "monument" shall include a tombstone or memorial of granite, or other approved stone, which shall extend above the surface of the ground.

RULE 6. The term "Association" shall mean MILILANI MEMORIAL PARK, INC.

#### GENERAL SUPERVISION OF CEMETERY

RULE 7. The Association reserves the right to compel all persons coming into the Cemetery to bring their vehicles to a full stop at the entrance.

RULE 8. Interment rights shall be used for no other purpose than the burial of the human dead.

RULE 9. The Association reserves the right to compel all persons coming into the Cemetery to obey all rules and regulations adopted by the Association, and to maintain guards if, in its discretion, it deems such necessary or advisable, but the Association is under no legal obligation to do so. The rules and regulations may be changed by the Association without notice to any owner. The Association shall take reasonable precaution to protect owners and the property rights of owners, within the Cemetery, from loss or damage; but whether or not guards are used, and whether or not other measures are adopted for such purpose, the Association expressly and distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and particularly from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable

accidents, invasions, insurrections, riots, or acts of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

RULE 10. All funeral processions, on reaching the Cemetery, shall be under the charge of the Superintendent, or his assistants.

RULE 11. Once a casket containing a body is within the confines of the Cemetery, no funeral director, or his embalmer, assistant, employee, or agent, shall be permitted to open the casket or to touch the body without the consent of the legal representatives of the deceased, or without a court order.

#### INTERMENTS AND DISINTERMENTS GENERALLY

RULE 12. Besides being subject to these rules and regulations, all interments, disinterments, and removals are made subject to the orders and laws of the properly constituted authorities of the city and county and state.

RULE 13. All interments, disinterments, and removals must be made at the time and in the manner and upon such charges as fixed by the Association.

RULE 14. Temporary interments may be made and remains may be transferred from temporary depository to the place of permanent interment.

RULE 15. The right is reserved by the Association to insist upon at least twenty-four hours' notice prior to any cremation or interment, and to at least one week's notice prior to any disinterment or removal.

RULE 16. The Association reserves the right to refuse cremation, or interment in any plot, and to refuse to open any burial space for any purpose, except on written application by the plot owners of record made out on blanks provided by the Association and duly filed in the office of the Secretary of the Association.

RULE 17. Every earth interment shall be made enclosed in a concrete box, or in an outer wall of stone, brick, or concrete, the actual installation of which shall be made by the employees of the Association.

RULE 18. The Association shall have the right to permit only members of the family, or representatives duly authorized in writing by members of the family, to view the cremation.

RULE 19. Where bodies are delivered for cremation, the Association reserves the right to remove and destroy all handles of the caskets. In the case of caskets with glass furnishings delivered to the Association for cremation, in addition to the removal of the handles before cremation, the Association reserves the right to remove and to destroy all glass or metal furnishings.

RULE 20. The cremated remains must be permanently interred within a period of four weeks. If the arrangements for their interment are not made within the specified time, the Association shall be in no way liable for the loss or destruction of said remains. The person authorizing the cremation, and/or the heirs at law, either jointly or severally, shall be liable for rental space occupied by the remains pending the time they are permanently interred, and for interment charges if interred.

The Association shall be in no way liable or held responsible for any cinerary container, receptacle, or urn placed in any plot, other than that constructed of cast bronze of standard specifications.

RULE 21. The Association reserves the right to make an interment of any member of the immediate family of any of several plot owners

upon his written authorization. No other person may be interred in any plot without the written consent of all those owners of the plot who are recorded as such on the books of the Association

RULE 22. 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 Superintendent may, in his discretion, open it in such location in the plot as he deems best and proper, so as not to delay the funeral; and the Association shall not be liable in damages for any error so made.

RULE 23. It is understood that quite often the Association's property is sold at a predevelopment price and before all developments and improvements are put into said sold property. The Association reserves the right to refuse interments in any of the undeveloped property prior to the completion of all improvements and developments. However, the Association will allow a temporary interment to be made in the developed property of the Association, with the view of later re-interring into the sold property when same is ready for interment. All costs of said re-interment will then be borne by the Association. The property owner releases the Association from any and all obligations and liabilities in connection with the re-interment, it being understood that the temporary interment is being made solely as an accommodation to the said property owners. "The Association may, at its option, transfer title, rights, and interest in undeveloped property to developed property of its own selection in the same section if available, or in a comparable priced section, when need arises for interment prior to the development and improvement of the property sold under the original Sales Agreement. This regulation shall also be construed to apply to crypts sold prior to construction and/or completion of construction."

RULE 24. The Association shall not be held responsible for any order given by telephone, or for any mistake occurring from the want of precise and proper instructions as to the particular space, size, and location in a plot where interment is desired.

RULE 25. The Association reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer, or conveyance of any interment property, either by cancelling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Association, or, in the sole discretion of the purchase price of the property. In the event such error shall involve the interment of the remains of any person in such property, the Association reserves, and shall have, the right to remove and/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. The Association shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date, either on the memorial or on the container for cremated remains.

RULE 26. The 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; and, further, said Association reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined. The Association shall be under no duty to recognize any protests of interments unless they be in writing and filed in the office of the Secretary of the Association.

RULE 27. The Association shall not be liable for the interment permit nor for the identity of the person sought to be interred or cremated; nor shall the Association be liable in any way for the embalming of the body, unless such embalming be done by the Association, and then only for negligence in performing the embalming.

RULE 28. No interment shall be permitted or memorial placed in or on any property not fully paid for except by special consent of the Association in writing in each and every case, and, in the event such consent is given, any and all interments or memorials placed in or on said property shall be considered as temporary, and a note shall not be considered as payment, and no rights shall be acquired by the plot purchaser of said interment or interments until such property is fully paid for in cash, including principal and interest; and, in case the purchaser of said property shall fail to meet all payments within thirty days after the same are demanded by the Association, then the Association may re-enter said property and hold the same as of its former estate. The Association, thereupon, shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. The Association reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to cremate or to remove to single graves, to be chosen by the Association, each of the remains then interred in said property. The Association, further, shall have the right to remove any memorial that may have been placed on said property.

RULE 29. In each instance where the purchase contract of the interment rights specifically permits the same; the burial of two human remains, one human remains and one human cremains, or two human cremains, shall be permitted, and in no other instance shall more than one human remains be interred in one grave, vault, crypt, or niche; and provided proper identification is made of such interment or interments on one regulation crypt, niche, memorial, or marker.

RULE 30. Where a plot is owned by a Church, Lodge, or other society, interments shall be limited to the actual members of that organization, and to their husbands or wives, and to immediate members of families or members.

RULE 31. Tents, artificial grass, lowering devices, and other equipment owned by the Association, shall be used exclusively in making interments, disinterments, and removals.

#### DISINTERMENTS AND REMOVALS

RULE 32. Removal, by the heirs, of a body or cremated remains so that the plot may be sold for profit to themselves, or removal contrary to the expressed or implied wish of the original plot owner, is absolutely forbidden.

RULE 33. A body, or cremated remains, may be removed from its original plot to a larger or better plot in the Memorial Park, when there has been an exchange or purchase for that purpose.

RULE 34. The Association shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket or burial case or urn incurred in making the removal.

#### SERVICE CHARGES AND PAST DUE INDEBTEDNESS

RULE 35. The charges for the cemetery services must be paid at the time of the issuance of the order of interment or disinterment and removal.

RULE 36. Arrangements for the payment of any and all indebtedness due the Association must be made before cremation, or before interment will be made in any plot.

## PROPERTY RIGHTS OF PLOT OWNERS

RULE 37. All lots, plots, and burial space conveyed shall be presumed to be the sole and separate property of the person or persons named as grantee in the instrument of conveyance; provided, however, that the husband or wife shall have a vested right of interment of his or her body in any burial plot conveyed to the other, which right shall continue as long as he or she shall remain the husband or wife of the plot owner or shall be his or her wife or husband at the time of such plot owner's demise. No conveyance or other action without the joinder therein by written consent attached thereto shall divest such husband or wife of such vested right of interment; provided, however, that a final decree of divorce between them shall terminate such vested right of interment unless it shall be otherwise provided by such decree of divorce.

In all conveyances to two or more persons as joint tenants, each joint tenant shall have a vested right of interment of his or her remains in the plot so conveyed. Upon the death of a joint tenant, the title to the burial plot theretofore held in joint tenancy immediately vests in the survivor or survivors, subject to the vested right of interment for the remains of the deceased joint tenant owner.

A vested right of interment as in this rule provided may be waived and shall be terminated upon the interment elsewhere of the remains of a person entitled thereto.

RULE 38. Whenever an interment is made in a plot that has been transferred to an individual owner by the Association and is held as a separate plot, it shall be indivisible; and the whole of such burial plot thereby becomes inalienable and shall be held as the family burial plot of the owner, in which one grave, niche, or crypt may be used for the owner's interment, one for the interment of the surviving husband or wife, if any, of the owner who by law has a vested right of interment therein, and in those remaining, if any, the parents and/or children of such deceased owner may be interred, in the order of need, without the consent of any person claiming any interest therein. 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. Any surviving husband or wife, and any parent, child, or heir of such deceased owner, may waive his or her right to interment in said plot in favor of any other relative of such deceased owner, or of his wife, and upon such waiver, the body of the person in whose favor the waiver is made may be interred therein.

RULE 39. If no interment has been made in a plot which has been transferred to an individual owner by the Association, or if all the bodies have been lawfully removed therefrom, in the absence of the specific disposition thereof by the owner's last will and testament, the whole of said plot, except one grave, niche, or crypt which must be reserved to the surviving husband or wife of the owner, shall, upon the death of said owner, descend in regular line of succession to the heirs at law of the owner.

## TRANSFER OR ASSIGNMENTS

RULE 40. No transfer or assignment of any plot, or interest therein, shall be valid without the prior written consent of the Association.

RULE 41. The Association may refuse to consent to a transfer or an assignment as long as there is any indebtedness due the Association from the record plot owner.

RULE 42. All transfers of ownership in plots shall be subject to a charge of \$15.00, which charge must be paid to the Association when the transfer is recorded.

## SUBDIVISION OF PLOTS

RULE 43. The subdivision of plots is not allowed, and no one shall be buried in any plot not having any interest therein, except by written consent of all parties having a vested right in such plot and of the Association; provided, however, a relative of any record owner may be buried in said plot as provided in these rules or in the laws of the state.

## CONTROL OF WORK BY ASSOCIATION

RULE 44. All grading, landscape work, and improvements of any kind, and all care on plots, shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut, or removed, and all openings and closings of plots, and all interments, disinterments, and removals, shall be made only by the Association.

RULE 45. All improvements or alterations of individual property in the Memorial Park shall be under the direction of and subject to the consent, satisfaction, and approval of the Superintendent; and, should they be made without his written consent, he shall have the right to remove, alter, or change such improvements or alterations at the expense of the plot owner, or, in any event, at any time, in his judgment, they become unsightly.

## CHAPEL

RULE 46. All arrangements of flowers must be under the supervision and control of the Manager and his assistants, whether such funeral be conducted by the mortuary operated in the Memorial Park or by a funeral director whose funeral establishment is not within the Cemetery.

RULE 47. No flower receptacles may be placed on any plot, or in the mausoleum or columbarium, unless of metal or approved size and design, and, in the case of a burial park, set wholly beneath the level of the lawn. Such receptacles may be purchased from and placed by the Association. The Association shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, or herbage of any kind, from the Memorial Park as soon as, in the judgment of the Superintendent, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standards maintained. The Association shall not be liable for floral pieces, baskets, or frames in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Memorial Park. The Association shall not be liable for lost, misplaced, or broken flower vases. The Association shall not be responsible for plantings damaged by the elements, thieves, vandals, or by other causes beyond its control. The Association reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The Association reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants, or herbage of any kind, unless the Superintendent gives his consent.

RULE 48. The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, vases, glass, wood or iron cases, and similar articles, upon plots shall not be permitted and, if so placed, the Association reserves the right to remove same.

RULE 49. All fittings, adornments, runs, inscriptions, and/or arrangements of the crypts or niches shall be, and are hereby declared to be, subject to the approval and control of, and acceptance or rejection by, the Association.

RULE 50. Only one memorial urn may be placed in an open face niche, unless such niche has been purchased with the written agreement that more than one urn may be placed therein; and all remains in niches must be in sealed metal containers.

RULE 51. Artificial, dyed, or preserved flowers, photographs, souvenirs, wreaths, flags, or other emblems, are prohibited in the mausoleum and/or columbarium. If they are placed by individual plot owners, they may be removed by the Association.

RULE 52. When flowers are placed in private rooms, a mat must be provided to protect the floor from stains.

#### ROADWAYS AND REPLATTING

RULE 53. The right to enlarge, reduce, replat, and/or change the boundaries or grading of the Memorial Park, or of a section or sections, from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives, and/or walks, or any part thereof, is hereby expressly reserved.

The Association reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over plots for the purpose of passage to and from other plots.

The Association also reserves the right to lay, maintain, operate, change, or alter pipe lines, conduits, or other means of services for any water, drainage, sewerage, or utility uses, on, in, through, over, or under, any plot or grave, and the right to use cemetery property, not sold to individual plot owners, for cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental, or convenient to any of the above.

RULE 54. No easement or right of interment is granted to any plot owner in any road, drive, alley, or walk within the Memorial Park, 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.

#### CONDUCT OF PERSONS WITHIN THE MEMORIAL PARK

RULE 55. Persons within the Memorial Park grounds shall use only the avenues, walks, alleys, and roads, and any person injured while walking on the grass, or while on any portion of the Memorial Park other than the avenues, walks, alleys, or roads, shall in no way hold the Association liable for any injuries sustained.

RULE 56. Only the plot owner and his relatives shall be permitted on the cemetery plot. Any other person thereon, except officers and employees of the Association, shall be considered as a trespasser, and the Association shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.

RULE 57. Children under fifteen years of age shall not be permitted within the Memorial Park, or its buildings, unless accompanied by proper persons to take care of them.

RULE 58. 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 life.

RULE 59. No person shall be permitted to have refreshments within the Memorial Park.

RULE 60. Strangers shall not be permitted to sit or lounge on any of the grounds, graves, or monuments in the Memorial Park, or in any of the buildings.

RULE 61. No loud talking shall be permitted on the Memorial Park grounds within hearing distance of funeral services.

RULE 62. The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Receptacles for waste material are located at convenient places.

RULE 63. Automobiles shall not be driven through the grounds at a greater speed 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 such automobiles are in attendance at the funeral.

RULE 64. No bicycles or motor cycles shall be admitted to the Memorial Park except such as may be in attendance at funerals or on business.

RULE 65. Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of the Association, is positively prohibited within the confines of the Memorial Park.

RULE 66. No firearms shall be permitted within the Memorial Park, except on special permit from the Superintendent.

RULE 67. No signs or notices or advertisements of any kind shall be allowed in the Memorial Park, unless placed by the Association.

RULE 68. Dogs shall not be allowed on the cemetery grounds or in any of the buildings.

RULE 69. The Memorial Park office, grounds, and buildings shall be open during ordinary business hours or during the hours set from time to time by the Board of Directors.

RULE 70. No improprieties shall be allowed in the cemetery and the Superintendent shall have power to prevent improper assemblages.

RULE 71. The Superintendent is empowered to enforce all rules and regulations, and to exclude from the property of the Association any person violating the same. The Superintendent shall have charge of the grounds and buildings, and, at all times, shall have supervision and control of all persons in the Memorial Park.

RULE 72. Irrespective of any provisions in these rules and regulations, contracts, or conveyances, all citizens within the jurisdiction of the State of Hawaii are free and equal, and no matter what their race, color, religion, ancestry, or national origin, are entitled to the full and equal facilities, privileges, and services in Mililani Memorial Park of every kind whatsoever.

#### FEES, GRATUITIES, AND COMMISSIONS

RULE 73. No person, while employed by the Association, shall receive any fee, gratuity, or commission, except from the Association, either directly or indirectly, under penalty of immediate dismissal.

#### CHANGE IN ADDRESS OF PLOT OWNERS

RULE 74. It shall be the duty of the plot owner to notify the Association of any change in his post office address. Notice sent by United States mail to a plot owner at the last address on file in the office of the Secretary of the Association shall be considered sufficient and proper legal notification.

#### PERPETUAL CARE AND SPECIAL CARE

RULE 75. The term "perpetual care", used in reference to plots, shall be held to mean the cutting of the grass upon said plots at reasonable intervals, the raking and cleaning of the plots, the pruning of shrubs and trees that may be placed by the Association; meaning and intending the general preservation of the plots, and the ground, walks,



roadways, boundaries, and structures, to the end that said grounds shall remain and be reasonably cared for as cemetery grounds forever.

RULE 76. Whenever and wherever the term "perpetual care" is used in reference to the mausoleum and/or columbarium, it shall be held to mean the cleaning and sweeping of the building at reasonable intervals, the replacement of broken glass, the keeping of the roof in repair, proper provision of locks and doors to prevent the entrance of prowlers or undesirable persons; meaning and intending only the repair necessitated by ordinary wear.

\* RULE 77. The term "perpetual care" shall in no case be construed as meaning the maintenance, repair, or replacement of any gravestones, monumental structures, or memorials, or the planting of flowers or ornamental plants, or the maintenance or doing of any special or unusual work upon plots in the Memorial Park or in any mausoleum and/or columbarium; nor does it mean the reconstruction of any marble, granite, bronze, or concrete work on any section or plot, or any portion or portions thereof in the Memorial Park, mausoleum and/or columbarium, crematory, or other buildings or structures, caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

RULE 78. The money received for perpetual care shall be placed in an irrevocable trust or trusts. The Association reserves the right, however, to deposit said funds with any person, company, or corporation qualified to act as trustee or trustees for such perpetual care funds.

RULE 79. Perpetual care, whether allied to lots, graves, mausoleum and/or columbarium space, or to any space within the confines of the Memorial Park, shall be limited absolutely to the income received from the investment of the perpetual care fund...no part of the principal being expended...anything herein stated to the contrary notwithstanding.

RULE 80. It is understood and agreed between the purchaser and this Association that all of said funds may be deposited with others of like character and intent, to the end that the income from such accumulated general fund shall be used in the general improvement and perpetual care as above defined; but in no case shall their deposit be construed as a contract to care for any individual property or space other than as above defined; and the perpetual care of the cemetery, mausoleum and/or columbarium shall be limited to the net income from the investment of such funds.

RULE 81. The income from the perpetual care fund shall be expended by the Board of Directors in such manner as will, in its judgment, be most advantageous to the property owners as a whole, and in accordance with the purposes and provisions of the laws of the State applicable to the expenditures of such funds. The Board of Directors of the Association is hereby given the full power and authority to determine upon what property, for what purpose and in what manner the income from said fund shall be expended, and it shall expend said income in such a manner as, in its sole judgment, it may deem advisable for the care, reconstruction, repair, and maintenance of all or any portion of the cemetery grounds, mausoleum, and/or columbarium, and it may also expend said income for attorneys' fees and other costs necessary to the preservation of the legal rights of the Association.

RULE 82. The amount of said perpetual care fund to be collected from purchasers of cemetery ground plots shall not be less than \$1.00 per square foot in each plot until changed by a duly adopted resolution by the Board of Directors of the Association.

RULE 83. The amount set aside for perpetual care on crypts, including underground crypts, shall be \$45.00 per crypt. Companion crypts are considered two crypts and \$90.00 shall be set aside for endowment care.

RULE 84. The amount of endowment care for columbarium niches shall be at the rate of not less than \$10.00 per niche.

RULE 85. The record books of this Association, and the receipt issued by this Association and/or other person, company, or corporation with whom such funds have been deposited, shall show the amount of perpetual care fund that has been required of the individual and set aside in each case.

RULE 86. "Special care" shall include only those specific services set forth in Special Care agreements with the plot owners. It may include the erection, maintenance, removal, repair, or preservation of any memorial structure, the planting and cultivation of flowers, trees, shrubs, or plants in and around the Memorial Park or any part thereof, and the filling and the care of vases, special care of flower beds, and the placing of floral decorations at Easter, Memorial Day, Christmas, or at any other date requested, including the special care or ornamenting of any plot, lot, section, or building, or any portion thereof, in said Memorial Park, or any other purpose or use not inconsistent with the purpose for which such Memorial Park was established or is being maintained. Special care funds may be invested with and in the same manner as perpetual care funds, and all said funds, and such care as may be provided from said funds, shall be considered for the general good of the Memorial Park, and of the plot owners therein.

RULE 87. Before any vault, tomb, sarcophagus, private mausoleum, and/or columbarium is erected, the proprietor must deposit with the Directors of the Association a sum of money estimated by the Directors to be sufficient to yield an income for the proper care of such structure in perpetuity.

#### RECEIVING VAULTS

RULE 88. The receiving vaults are for temporary use only and on a monthly basis, and under no circumstances shall a body be considered as interred or buried by reason of being placed therein.

RULE 89. A deposit of \$95.00 shall be required at the time of placing the remains in the vault, which deposit shall be sufficient to include fees for opening and two months' rental.

Upon failure to make a suitable arrangement for the final disposition of the remains within a reasonable time, or upon failure to pay rental, the Association may, upon its discretion, remove the body and cremate and/or inter it, after first having mailed a letter by United States mail to the last known address of the person who made the placement, stating its intention of making said removal, and retain said deposit as liquidated damages.

RULE 90. The Association reserves the right, without notice, to remove from its vaults at once and cremate and/or inter any remains not in a good state of preservation, or when the condition of the body renders its interment necessary.

RULE 91. The remains of any person who has died of an infectious and/or contagious disease shall not be allowed to be deposited in the receiving vault.

#### RULES FOR MEMORIAL WORK IN MEMORIAL PARK

RULE 92. Monuments or stones of any kind, or enclosures, shall not be permitted on the graves within the Memorial Park. Only bronze tablets or markers, or granite tablets or markers, made of materials approved by the Association, shall be allowed, and they must be set level with the ground at the head of each grave. The foundation must be placed by the Association.

RULE 93. One double marker may be set to embrace two lots. Two inscriptions may be allowed on one single marker on one grave when prior approval is obtained from the Management of the Association in those sections where the installation of such markers would not, in the opinion of the Management, detract from the general appearance or plans for conformity of the section; or if property sold under contract to any organization specifies the type, design, or other specification regarding markers to be installed on property sold by them to members of their organization, the Association reserves the right to insist on such conformity according to the contract entered into with such organization.

RULE 94. The following standard specifications are directed to the notice of manufacturers of bronze grave markers intended for placement in the Memorial Park. All markers or tablets are subject to the approval of the Association prior to placement, and acceptance or rejection shall be based upon the specifications contained therein.

1. Sizes and dimensions:

A. Outside dimensions including flange -

- (1) Large - twelve inches by twenty-four inches (12" x 24"), except as otherwise agreed by contract.

B. Sloping flange -

- (1) Height of flange edges - not less than  $3/8$ ".
- (2) Thickness of metal - not less than  $3/16$ ".

C. Attachment bolts -

- (1) Six (6) bronze attachment bolts on back face of each marker.
- (2) Diameter - not less than  $5/16$ ".
- (3) Exposed length - not less than 3".
- (4) Must be deformed for concrete setting.
- (5) Bolts may be cast integrally or attached by screw, threading not less than  $3/8$ ", in case lugs on back face of casting.

D. Standard Specifications for Granite Memorials

(1) Sizes and dimensions

- a. Standard adult single marker -  
12" x 24", 3" to 4" thick.
- b. Standard adult companion marker -  
36" x 14", 3" to 4" thick.

E. Craftmanship

(1) General Requirements

- a. Plaques shall have polished face, and balance closely rock pitched from top edge in towards base.

F. Designs and Lettering

- (1) The designs and lettering acceptable are those which give a neat and artistic appearance, and are subject to the approval of the Management of the Association.

## 2. Materials

### A. Standard of quality - Bulletin No. 172A of the U. S. Bureau of Standards on the subject of Statuary Bronze.

#### (1) Proportions of materials as follows:

88% of copper, 10% of tin, 2% of zinc (a variance not exceeding 3% is permissible on each above material, providing a minimum of 8% zinc must be used); all virgin metals must be used and mixed to a uniform alloy at proper temperature.

#### (2) No other alloys of metals or combinations of materials is acceptable.

## 3. Designs

### A. Standard designs are on display in the Memorial Park.

### B. Other than standard designs:

#### (1) Subject to approval before placement.

## 4. Craftmanship

### A. General requirements

#### (1) Markers shall be free from sand holes, pits, and/or other imperfections which mar the appearance of and/or impair the usefulness and stability of the finished marker.

#### (2) All ornament should be clean and sharp, and all edges true and accurate to the standard dimensions defined herein.

### B. Lettering

#### (1) Shall be carefully spaced and accurately set in line, both vertically and horizontally.

#### (2) Names and dates, inscriptions and emblems shall be arranged so as to result in an artistic and neat appearing plate.

#### (3) Style of lettering to be preferably round-faced classic or flat-faced classic. Other styles of lettering subject to approval.

## 5. Finish

### A. General requirements

#### (1) Castings shall be free from scale, sand, pinholes, and pits.

#### (2) All ornamentation, face of letters, and background shall be hand-chased and tooled and burnished appropriately for a memorial tablet.

#### (3) Matching of approved color and texture, as per sample marker, shall be done by oxidizing and application of clear lacquer.

- (4) No colored lacquer or lacquer carrying pigment shall be used.

#### RULES FOR MEMORIAL WORK IN OTHER CEMETERY SECTIONS

RULE 95. 1. Producers of monumental materials, meaning thereby quarries, quarriers who also manufacture memorials, and manufacturers of memorials not quarriers, in order to secure the approval of the Memorial Park (Association) must agree to sell only first grade, clear stone for memorial purposes, and must be willing to guarantee that such stone is free from sap or anything which will cause rust stains, that it will not check or crack, and agree that should such faults develop within five years from date of setting, the memorial will be replaced without cost to the Memorial Park (Association), or lot owner, by such quarrier so manufacturing said memorial, or by the manufacturer thereof, who will look to his quarrier for adjustment on material, such adjustment not to delay the replacement of the memorial in the Memorial Park.

2. Retail dealers to secure approval of the Association must agree to use only first grade stone from producers approved as provided in (Section) 1, and must guarantee the memorial to be executed in first grade workmanship, with the agreement that should faults develop within five years due to the setting, treatment, or handling of the same by the memorial dealer, such memorial will be replaced by such memorial dealer without cost to the Association or lot owner.

3. Letter cutters, persons or firms who engage in the business of cleaning monuments (not connected with established retail dealers already on the approved list of dealers), and all other persons or firms, must procure a permit from the Superintendent or official of the Association before any work in the Memorial Park is commenced. In order to secure such a permit, it shall be necessary for the person or firm to submit satisfactory evidence of their ability properly to perform the work for which they have been engaged.

4. Workmen employed in placing or erecting monuments and other structures, or bringing in materials, shall, as to the Association, operate as independent contractors, but must do so under permission from the Board of Directors, and must be under the general supervision of the Superintendent of the Memorial Park.

5. Persons engaged in erecting monuments, or other structures, are prohibited from attaching ropes to monuments, trees, and shrubs, or from scattering their material over adjoining lots, or from blocking avenues or pathways, or from leaving their material on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees, and sod as possible, and return same to its original condition.

6. Damage done to lots, walks, drives, trees, shrubs, or other property, by dealers or contractors, or their agents, may be repaired by the Association, and the cost of such repair shall be charged to the dealer or contractor, or to his principal.

7. No material, machinery, or other things for the construction of vaults, mausoleums, monuments, or such structures, or monuments themselves, may be brought into the Memorial Park until required for immediate use, nor under any circumstances when a funeral is in progress; nor between Saturday noon and Monday morning; and no work shall be done during said time; nor shall such material be placed on lots adjoining the one on which such a structure is to be erected without special permission from the Superintendent.

8. Work shall proceed promptly until the erection of the memorial is completed.

9. While a funeral or interment is being conducted nearby, all work of any description shall cease.

10. Approaching the bereaved and soliciting memorial business within the Memorial Park is not permitted (except by representatives of the Association).

11. Memorial dealers shall abide by all rules of the Association.

12. Any producer or retail dealer who violates the rules of the Association shall be removed from the list of approved producers and retail dealers.

RULE 96: Only one central or family memorial shall be allowed on a family lot, which, when placed at the rear of the lot, shall be set at least three inches (3") from the rear of the lot.

RULE 97. 1. No lot owner shall erect or place, or cause to be erected or placed, on any lot in the Memorial Park, any memorial in respect of which the Association disapproves.

2. The size of the memorial is to be governed according to the ratio of the area of the face of the memorial to the size of the lot. The length of the base shall not exceed sixty-two per cent (62%) of the width of the lot.

3. Markers shall be placed at the end of the grave in the lot.

4. The bottom beds of all bases and markers must be cut level and true.

5. Corner posts shall be of natural stone placed flush with the grade. Initials shall be cut in, flush, not raised. Corner posts shall be at least 6" x 6" in length and width and dressed where they abut on adjacent lots.

6. While the Association will exercise all possible care to protect raised lettering, carving, or ornaments on any memorial or other structure on any lot, it disclaims responsibility for any damage or injury thereto.

7. No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind shall be allowed around any lot; and no walks of brick, chert, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel, or wood shall be allowed on any lot. The Association reserves the right to remove the same if so erected, planted, or placed.

RULE 98. 1. Memorial dealers may be required to furnish the Association, for its approval, a blue print or sketch of the proposed memorial or markers, specifying size, location in lot, inscriptions, quality of stone, and the name of producer furnishing said stone.

2. Memorial Park officials shall have authority to reject any plan or design for any memorial which, on account of size, design, inscription, kind or quality of stone is (in the opinion of the Association) unsuited to the lot on which it is to be placed.

3. The Association reserves the right to stop all work of any nature whenever, in its opinion, proper preparations therefor have not been made; or when tools and machinery are insufficient or defective; or when work is being executed in such a manner as to threaten life or property; or when any reasonable request on the part of the Association is disregarded; or when work is not being executed according to specifications; or when any person employed on the work violates any rule of the Association.

4. The completed work is subject to the approval of the Association, and, if unsatisfactory, it may be removed by the Superintendent.

5. The name or inscription on each monument, vault, or marker must correspond with the name and record in the office of the Association, and no changes shall be made thereon except upon request of the proper parties and by permission of the Association.

6. Duplication of the design of any memorial shall not be permitted in a location sufficiently near to the original that the duplication is readily noticeable.

7. All die-stones shall be finished on at least the front and back.

8. Photographing of memorials shall not be allowed, except on signed order of the owner or cemetery official.

9. No memorial showing drill or tool marks, or straining from removal of rubber mat used for sand engraving, shall be considered as first grade workmanship.

10. The coloring, painting, enameling, lacquering or bronzing of letters or other parts of stone or bronze work is prohibited, except lithochrome and Hi-Liting is permissible on granite markers.

RULE 99. The use of bronze is approved for doors and window grills of mausoleums and other mausoleum fixtures and statuary, also for tablets when attached to monuments or markers of natural stone, provided the bronze has been cast from an alloy containing not less than eighty-five per cent (85%) lead. Suppliers shall be required to certify as to the analysis of the bronze. No other metals are approved for such use unless they are substantially non-corrosive and are of proved permanency.

RULE 100. 1. Mausoleums or tombs, either wholly or partially above ground, shall be constructed only in lots so designed and shall be built of first grade material similar in all respects to stone used in other memorials within the Memorial Park.

2. Plans, specifications, and location in the lot shall be subject to the approval of the Superintendent or of the Board of Directors of the Association.

3. All parts of the mausoleum or tomb above ground shall be of natural stone from approved producers.

4. When an interment is made in a private mausoleum, the casket must be metal lined, and the crypt shall be hermetically sealed.

RULE 101. 1. All foundations for memorials, markers, mausoleums, tombs, etc., shall be installed by the Association, the charges for which shall be reasonable, uniform, and published, and the Association shall assume responsibility for the proper construction of such foundation.

2. Foundation charges shall be paid for in advance.

3. Should any memorial, mausoleum, or tomb become unsightly, dilapidated, or a menace to visitors, the Association shall have the right to correct the condition or to remove the same, at the expense of the lot owner.

4. No marker shall be removed from the Memorial Park, except by the Association, unless the written order of the plot owner be presented at the office of the Secretary and permission be granted by the Association.

5. No advertising of any description (except that placed by the Association) shall be permitted within the Memorial Park.

6. Until otherwise changed by the Board of Directors, a \$\_\_\_\_\_ charge shall be made to all customers for the installation of a single marker not furnished by the Memorial Park, except those furnished by the United States Government wherein the installation fee shall be \$\_\_\_\_\_. There shall be a charge of \$\_\_\_\_\_ for the installation of a double or companion marker where the same have been approved as provided in these rules and regulations.

CERTIFICATE AND RULES AND REGULATIONS SOLE AGREEMENT

RULE 102. The conveyance to the owner (Certificate of Ownership) and these rules and regulations and any amendments thereto shall be the sole agreement between the Association and the plot owner. The statement of any sales agent shall in no way bind the Association.

MODIFICATIONS AND AMENDMENTS

RULE 103. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Association, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of these rules and regulations when, in its judgment, modification shall in no way be construed as affecting the general application of such rule.

RULE 104. The Association may, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter, and/or repeal any rule, regulation and/or article, section, paragraph, and/or sentence in these rules and regulations.

. . . . .

CERTIFICATE

I, A. G. WESTLY, do hereby certify that I am Secretary of Mililani Memorial Park, Inc., a Hawaii corporation, and that the foregoing Rules and Regulations of Mililani Memorial Park were duly adopted by the unanimous vote of the Directors of Mililani Memorial Park, Inc., at a meeting duly called and held at Honolulu, Hawaii, on August 3, 1960, at which a quorum of said Directors was present and voted throughout.

WITNESS my hand and the seal of said Mililani Memorial Park, Inc., this 5th day of August, 1960.

(Corporate Seal)

(s) A. G. WESTLY  
A. G. Westly  
Secretary  
Mililani Memorial Park, Inc



RULES AND REGULATIONS FOR  
MILILANI MEMORIAL PARK

ADDENDUM 1

Persons or entities engaged in the business of placement of markers in the State of Hawaii may install markers in Mililani Memorial Park on the following conditions.

1. Complete application provided by Mililani Memorial Park and obtain approval.
2. Must have liability insurance as follows:
  - a. \$100,000.00 Property Damage Coverage
  - b. \$1,000,000.00 Personal Injury Coverage
3. The coverage shall indemnify the Association from any claims of the third parties seeking recovery for injury or damages resulting from the installation of marker or from product deficiency.
4. Only markers of approved material and size, as described in Section 94 of Rules and Regulations for Mililani Memorial Park, will be placed on regular and urn plots.
5. Bronze or Granite markers of approved material and size will be set level with the ground with the top edge of the marker on the boundary line at the head of the plot as follows:
  - a. Single grave marker will be 24" x 12", set in the center of the plot with no more than 1" border around the marker.
  - b. Double grave marker will be 36" x 14", set centered between two (2) adjoining plots with no more than 1" border around the marker.
  - c. Urn grave marker will be 16" x 8", set in the center of the urn plot with no more than 1" border around the marker.
  - d. Bronze markers will be mounted on concrete at least 3" thick.
6. No marker will be installed or removed without the written consent of the plot owner(s), or if plot owner(s) is(are) deceased, the person(s) legally authorized to designate the use of the plot. The written consent will be filed with the Association, at which time, an installation or removal order authorizing the installation or removal with the location of the gravesite will then be issued.
7. All installation will take place Monday through Friday between 9:00 a.m. and 2:00 p.m.; no installation will take place on holidays.
8. No marker or memorial will be installed prior to the burial or inurnment.
9. While funeral or interment service is being conducted nearby, all work shall cease until the conclusion of the service.
10. No vehicle or equipment will be driven on the lawn area.
11. All excess dirt and grass will be removed from the cemetery by the installer.
12. If work is unsatisfactory, the Association will notify the installer or contractor, either in writing or a phone call, of the discrepancies. The installer or contractor will have ten (10) days to correct the discrepancies. If discrepancies are not corrected within ten (10) days, the Association reserves the right to make such correction and charge the installer, contractor, or person(s) requesting the setting of the marker for the cost incurred.
13. Damages done to plots, walks, drives, trees or other property by the dealer, installer or contractor, or their agents may be repaired by the Association and cost of such repair shall be charged to the dealer, installer or contractor.
14. Copy of the Mililani Memorial Park Rules and Regulations is available upon request at the business office.