

RULES AND REGULATIONS OF  
RANDHILL PARK CEMETERY ASSOCIATION  
DBA SHALOM MEMORIAL PARK\*

**PREAMBLE**

Every deed issued to a lot purchaser in RANDHILL PARK CEMETERY ASSOCIATION (DBA SHALOM MEMORIAL PARK) contains a provision that the grantee takes title subject to the Rules and Regulations then in force and which may be made in the future. These regulations are as binding upon the purchaser as though they were incorporated in the deed.

NO Rule or Regulation has been made or will be made which is not designed to be of benefit to the lot owners collectively. Experience has shown that the adoption and enforcement of the Rules and Regulations are necessary to secure uniformity, protect the interests of the lot owners and to preserve the beauty of the cemetery. All persons are required to obey the Rules and Regulations and are requested to report any infractions of them on the part of others.

Lot owners are given all the privileges consistent with the general plan.

It is thought by many enlightened people that large upright monuments are not desirable and do not in any measure assuage the grief of surviving kindred or stand as fitting tributes to the memory of the departed. In recent years, these practices have yielded in a large degree to the theory that reverence for the dead is more earnestly expressed by trees, plants and flowers arranged so as to form a pleasing landscape, both beautiful and harmonious, and emblematic of all men before their Maker.

\*Division of Randhill Park Cemetery Association, Inc.

RANDHILL PARK CEMETERY ASSOCIATION (DBA SHALOM MEMORIAL PARK) has an obligation to provide for the- general maintenance of the cemetery grounds, including the lots, graves, crypts, niches, memorials and markers therein. RANDHILL PARK CEMETERY ASSOCIATION (DBA SHALOM MEMORIAL PARK) is able to fulfill this obligation, in part, from income realized from the sale of memorials and other cemetery merchandise. In addition, a percentage of the purchase price of some cemetery merchandise is placed in a care fund to ensure that there will be income available to maintain the cemetery in the years to come. When you purchase cemetery merchandise from RANDHILL PARK CEMETERY ASSOCIATION (DBA SHALOM MEMORIAL PARK), you are helping to ensure the continued beautification of your cemetery.

## **DEFINITIONS**

As used in these Rules and Regulations, the following terms shall have the meaning hereinafter defined, unless a contrary intention appears from the context of any particular Rule or Regulation.

1. "Randhill/Shalom" means the burial park commonly known as RANDHILL PARK CEMETERY ASSOCIATION (DBA SHALOM MEMORIAL PARK) including, without limitation:

- (a) all land dedicated, reserved or used for interment purposes;
- (b) all vegetation therein;
- (c) all graves, mausoleums, crypts, or other interment spaces therein;
- (d) all memorials and works of art therein;
- (e) all roads, walkways, crematoria and other structures of every kind therein;
- (f) all equipment and facilities incident to the operation of RANDHILL PARK CEMETERY ASSOCIATION (DBA SHALOM MEMORIAL PARK); and
- (g) all public rights of way.

2. "Randhill/Shalom" shall mean RANDHILL PARK CEMETERY ASSOCIATION (DBA SHALOM MEMORIAL PARK) or its assigns.

3. "Interment" means the (a) burial or (b) entombment of human remains.

4. "Burial Right" is an easement for interment in a specific location.

5. "Burial" means the disposition of human remains by earthen burial in a grave.

6. "Entombment" means the placement of human remains in a crypt.

7. "Inurnment" means the placement of cremated human remains in an urn and a placement of such urn in a niche, crypts, grave or other suitable location in the Cemetery.
8. "Lot" means a grave, crypt, niche or plot.
9. "Grave" means a space of land in the cemetery used or intended to be used for the burial of human remains.
10. "Turf Top Crypt" is a single unit with two interment chambers made of concrete.
11. "Garden Crypt" is a single unit with one interment chamber made of concrete.
12. "Garden Crypt or Turf Top Area" is an area where preinstalled turf top crypts, garden crypts or burial vaults are used exclusively.
13. "Crypt" means a space in a mausoleum or sarcophagus used or intended to be used for the entombment of human remains.
14. "Niche" means a space in a columbarium used or intended to be used for the inurnment of cremated human remains.
15. "Plots" means one or more adjoining graves, crypts or niches.
16. "Cemetery Deed" or "Certificate of Ownership" means the document by which Randhill/Shalom conveys a burial right.
17. "Lot Holder" or "Lot Owner" means the person or persons:
  - (1) to whom Randhill/Shalom has conveyed a right or rights of interment; or
  - (2) who have acquired such right or rights by transfer in accordance with these rules and regulations or
  - (3) who hold such right or rights by inheritance.
18. "Garden Mausoleum" means a structure, above ground, or partially above and partially below ground, containing crypts and niches used or intended for use by members of the general public.
19. "Family (Private) Mausoleum" means a structure above ground, or partially above and partially below ground, containing crypts, the use of which is restricted to a

group of persons related to each other by blood or marriage, or the use of which requires express written authorization of an authorized listed owner.

20. "Family Burial Estate" means an area of lots the use of which is restricted to a group of persons related to each other by blood or marriage.

21. "Memorial" means (a) grave or graves 1 or identifying a crypt. a bronze marker, identifying a (b) a name plate or inscription.

22. "Monument" means a grave marker, usually made of stone, which extends above the surface of the earth, in upright form at least 24" high.

23. "Foundation means the base or foundation upon which a memorial is installed. A foundation must be approved steel reinforced, pre-cast concrete, poured in place concrete, or granite.

24. "Care" means the general maintenance of a cemetery and of the lots, graves, crypts, niches, family mausoleum, memorials, and markers therein within the sole discretion of Randhill/Shalom; including cutting and trimming of lawn, shrubs and trees at reasonable intervals; keeping in repair the drains, water lines, roads, buildings, fences and other structures, in keeping with a well maintained cemetery; also overhead expense necessary for such purposes, including maintenance of machinery, tools and equipment for such care; compensation of employees, payment of insurance premiums, reasonable payments for employees' pension and other benefit plans, and maintaining necessary records of lot ownership, transfers and burials, care does not include memorial care. It does not apply to the repair or replacement of buildings, structures, or other property when the damage is caused by vandals, thieves, acts of God, common enemy, riots, or by the order of any military or civil authority, or acts beyond the control of Randhill/Shalom.

25. "Memorial Care" means the early and late care provided specifically for memorials. While this care does extend to include the bronze portion of photo units, it does not include care of the actual photograph, regardless of the photograph's material or construction.

26. "Maintenance" means the maintenance of the Cemetery as defined under Care.

27. "Installation and Maintenance" means the preparation of the earth to place a memorial and the future maintenance of the foundation.

28. "Columbarium" means an arrangement of niches that may be an entire building, a complete room, a series of special indoor alcoves, a bank along a corridor or part of an outdoor garden setting that is constructed of permanent material such as bronze, marble, brick, stone or concrete for the inurnment of human remains.

29. "Tree Plaque" means a bronze marker placed near a tree in order to memorialize an individual or individuals. The "Tree Plaque" conveys no ownership or assignment of the tree it is near to.

30. "Cremation Garden" means an area specifically designated for cremated remains by interment, inurnment, or scattering.

## GENERAL RULES AND REGULATIONS

1. All lots and mausoleums in the Cemetery shall be owned and held subject to the laws of the State of Illinois and the Rules and Regulations of Randhill/Shalom now in force or hereafter adopted, whether or not the same appear in the Rules and Regulations annexed to the deeds to such lots or mausoleums. Randhill/Shalom reserves the right to compel all persons coming into Randhill/Shalom to obey all rules and regulations adopted by Randhill/Shalom. The rules and regulations are subject to change by Randhill/Shalom at any time and without notice to any lot owner. The Superintendent, Assistant Superintendent, officers, managers and such other employees as Randhill/Shalom may designate are vested with enforcement powers, and to the extent permitted by law, police powers. They are hereby empowered to enforce all Rules and Regulations of Randhill/Shalom and to exclude from the property of Randhill/Shalom any person violating these Rules and Regulations. All burial processions, monument dealers, vault dealers and employees and the public are subject to their authority. In addition to being subject to these Rules and Regulations, all interments, disinterments and removals are subject to the orders and laws of the properly constituted authorities of the local, state and federal governments and to accepted religious requirements of the deceased.
2. No person shall be permitted to enter or leave the Cemetery except by the public gates, which will be open at 8:00 a .m. throughout the year, and closed at 5:00 p.m. or soon after sunset or as posted at the Cemetery gates, according to the season of the year, except for Saturday, the Sabbath, and all holy holidays.
3. The Sections including of: I Kohanim, IA Leviim, II Makhpela, IIS Shomer Shabbos, IIS Misrachi, III Ramah, IV Carmel, V Mount Moriah, VI Eden, VIA Eden, VII Mount Zion, VIII Nebo, IX Arrarat, X Migdal Hazikaron, XI Hebron, XII Gilboa, XIV Mamre, XIV Mamre A, XIV Mamre B, XV Meron, XVI Gan Achim, XVII Gan Chaverim, XVIII Haran, XIX Kinneret, XX Arbel, XXI Oren, and the Beth Shearim Mausoleum complex are closed on Saturday, the Sabbath, and on the first day of major Jewish Holidays.
4. Randhill/Shalom reserves the right to exclude any or all vehicles from the grounds when any special event is taking place when it is deemed necessary for the safety of the public or private protection. Randhill/Shalom also reserves the right to exclude any vehicle which might in any way damage the roads within the Cemetery grounds.

5. Bicycles, buses or vehicles of cumbersome description will not be allowed to enter the Cemetery except by special permission of Randhill/Shalom.
6. Randhill/Shalom is not responsible for theft or damage to anything placed on graves or lots.
7. All persons entering the Cemetery for whatever reason must display proper respect for the deceased and for the sacred burial grounds in which they are interred. Randhill/Shalom and the employees of Randhill/Shalom may take such measures as the circumstances warrant in order to assure strict observance of this basic principle. In addition, the following must be adhered to:
  - a. Other than on special occasions and when provided by Randhill/Shalom, persons with foodstuffs, or any other form of refreshments will not be permitted on the Cemetery grounds, and those having baskets and like articles must, during their stay on the grounds, leave the same at the main Administration Office. Liquor is not permitted on the Cemetery grounds at any time.
  - b. No automobile shall be driven in the Cemetery at a speed greater than 15 m.p.h. All vehicles shall be restricted to the Cemetery roads and shall drive and park on the right side. Automobiles are allowed to turn around on the driveways or roadways, and are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at a funeral. No undue noise shall be permitted in operating a vehicle through the Cemetery and only licensed drivers may operate vehicles within the Cemetery grounds.
  - c. Soliciting work in the Cemetery by gardeners, monument firms, outside contractors, peddlers or any other persons is prohibited. No signs, notices or advertisements of any kind shall be placed within the Cemetery, unless the same are placed by Randhill/Shalom with its permission. Randhill/Shalom may remove and destroy any advertising without notice and without liability.
  - d. All work and other activity must cease during the conducting of funeral services in the immediate vicinity of the grave, crypt, niche or chapel where the services are being held.
  - e. No boxes, shells, toys, discarded glassware, rocks, stones, sprinkling cans, receptacles, or similar articles will be permitted on any grave, lot or trees. Visitors may not throw or scatter papers or other material on the Cemetery grounds. Visitors may not throw or scatter or place cremated remains anywhere within the cemetery without a permit issued by Randhill/Shalom.



- f. The taking of photographs or the making of films or the taking of videos or the capturing of electronic images of any kind on the Cemetery grounds will not be allowed without a permit from Randhill/Shalom.
- g. Children under the age of fourteen years must be accompanied by an adult on the Cemetery grounds.
- h. No person or persons, other than a properly licensed employee of Randhill/Shalom, shall be permitted to bring or carry fire-arms within the Cemetery except Military guard of honor and then only when under the command of an Officer, during a Military Service and with the approval of Randhill/Shalom.
- i. All persons are forbidden to break or injure any tree, shrub, or mar any landmark, marker, or memorial or in any way deface the grounds of the Cemetery.
- j. Animals may not be brought into the Cemetery, except "seeing-eye" dogs.
- k. All persons are forbidden to hunt fowls or other animals about the Cemetery.
- l. No wooden or cast-iron bench or chair, or any wooden or wire trellis shall be permitted to be or be brought upon the grounds unless installed by Randhill/Shalom.
- m. Any person found on the grounds after closing hours as posted will be considered a trespasser.
- n. Violators of the Rules and Regulations of Randhill/Shalom or trespassers on the Cemetery grounds may be ejected there from and prosecuted and held liable under the law for any damage done by them. Anyone who persistently violates said Rules and Regulations may be excluded from the Cemetery.

## REPAIRS

1. In the event trees or shrubs situated on any grave shall by reason of their roots, branches or otherwise, become detrimental to adjacent graves or paths, or become unsightly or inconvenient and hazardous to visitors or employees of Randhill/Shalom; or if any memorial, marker, mausoleum, or any other construction situated on a grave has fallen, is in a damaged condition, unsightly or in such need of repair as to cause a hazard or possible injury or danger to passengers, pedestrians or employees of Randhill/Shalom, Randhill/Shalom shall, upon notice as hereinafter provided, have the right to enter upon said grave or lot and to remove, repair or otherwise remedy the condition.
2. In the event a grave which Randhill/Shalom has not contracted to specifically maintain shall become overgrown, unsightly or detrimental and hazardous to adjacent graves, avenues or paths, Randhill/Shalom, may at any time, upon notice as hereinafter provided, and at the expense of the grave owner, enter thereon in order to maintain the same, clear off the grass, weeds, overgrown ivy, shrubs or other plants and thereafter dispose of the same.
3. In the event it becomes necessary for Randhill/Shalom to replace a bench, because the bench has been destroyed or become defective, Randhill/Shalom shall be permitted to select a new bench, which in Randhill/Shalom's discretion is appropriate in size, style and shape for that location, regardless of the size, style and shape of the original bench.
4. Prior to invoking the Rules set forth above Randhill/Shalom shall give ten (10) days' notice, by regular or certified mail, to the last known owner at his or its last known address to rectify any of the conditions referred to therein. In the event the said owner does not comply with such notice, Randhill/Shalom may proceed without further notice as provided in these Rules.

## **SUBSTITUTION AND CORRECTION OF ERRORS**

1. Randhill/Shalom reserves the right to substitute merchandise of equivalent value in the event that it is unable to deliver the merchandise purchased by the lot owner for any reason. Randhill/Shalom also 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 inscriptions, transfer, or conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or as may be selected by Randhill/Shalom or, in the sole discretion of Randhill/Shalom, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, Randhill/Shalom reserves and shall have the right to remove and transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. Randhill/Shalom 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.

## **INJURY, LOSS OR DAMAGE**

1. All persons within the Cemetery grounds shall use only the avenues, roads, walks and paths and shall have the right of access over the paths and walks in the area in which the grave or lot they are visiting is located, and Randhill/Shalom shall not be liable for any injuries sustained by any persons violating this rule. No persons within the Cemetery grounds shall walk upon any boards placed for the use of machinery.
2. Randhill/Shalom shall take reasonable precaution to protect Owners, and the property rights of Owners, within the Cemetery, from loss or damage, but Randhill/Shalom shall not be liable for damage or injury to any person or property in the Cemetery, except for its own willful misconduct or gross negligence. Randhill/Shalom distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein 'provided. Persons entering the Cemetery grounds, or buying property therein, are mere licensees and assume every and all risks.
3. Randhill/Shalom shall not be liable for damage to or destruction of any structure, including but not limited to granite, bronze or concrete work on any lot from causes beyond its reasonable control, including but not limited to the elements, Acts of God, the common enemy, thieves, vandals, strikes, lockouts, malicious mischief, explosions, war, riots, or by orders of any military or civil authority. In the event of any such damage or destruction, Randhill/Shalom may at any time thereafter, give a ten (10) day written notice by regular or certified mail of the necessity for the replacement, repair, resetting or reconstruction thereof to the owner of the lot as shown upon its records addressed to such owner at his address appearing on its books. In the event such owner fails to replace,' repair, reset or reconstruct the same within the period specified in said notice, Randhill/Shalom may at its discretion enter the said lot, cause the same to be repaired, reset or reconstructed, and charge the expense thereof against such owner, but nothing herein contained shall obligate Randhill/Shalom to render any such service.

## **RIGHTS TO USE OUTSIDE LABOR, CONTROL OVER GROUNDS AND CHARGES**

1. Unless in compliance with other requirements of these Rules and Regulations as set out in the Section entitled "Outside Contractors" Randhill/Shalom reserves the exclusive right to do all grading; landscaping; excavating; installing of foundations, walks and curbs; installing of memorials; setting and sealing vaults, crypts, niches; making of interments, disinterments, entombments, inurnments and removals (including all openings, fillings and closings of interment space with its equipment--including but not limited to its tents, artificial grass and lowering devices); to care for any crypt or niche; and to plant all trees and plants of any and several kinds. The owner of the interment space, and all others requesting the same, shall prepay the Cemetery's established charges therefore in advance.
2. Randhill/Shalom shall make the final determination as to the grading of a grave, and all construction erected thereon shall be in conformity therewith.
3. For the purpose of performing work on any lot or other part of the Cemetery, including the making of interments, disinterments, excavations for any other purpose, or for repairs or improvements, Randhill/Shalom reserves the right temporarily to enter upon and use adjoining areas, including lots or graves, to receive such machinery and materials as may be necessary to perform all the work in connection therewith and shall restore such area as quickly as possible.
4. Randhill/Shalom reserves the right to change the boundaries or grading of the Cemetery, including the right to modify, relocate ~ re-grade or eliminate roads, drives and/or walks. It also reserves easements and rights of way under, through and over the Cemetery grounds and any and every part thereof for the purpose of laying, maintaining and operating or altering or changing pipe lines, conduits, gutters and/or drains for water systems, drainage, electric or communication lines, or for any other purpose. Randhill/Shalom reserves for the benefit of those lawfully entitled thereto, a perpetual right of ingress and egress over any and all lots in the Cemetery for the purpose of passage and repassage to and from other lots and other parts of the Cemetery.
5. No memorial, tree, plant, object or embellishment shall be altered or removed from a lot, grave or crypt except by Randhill/Shalom.

6. All charges of Randhill/Shalom must be prepaid. No interment or disinterment will be permitted and no memorial or embellishment placed upon any lot, grave, crypt or niche against which there is any charge of Randhill/Shalom due and unpaid and unless all accounts are in good standing. All charges for work shall be posted in the office of Randhill/Shalom and shall be final. Randhill/Shalom shall have the right to change its charges from time to time.

## **INTERMENT RIGHTS OF LOT OWNERS**

1. Interment rights can be purchased in Randhill/Shalom only with the written approval of Randhill/Shalom and subject to the Rules and Regulations of Randhill/Shalom now or hereafter adopted by Randhill/Shalom and for the purpose of interment only. This provision applies to all sales, whether made directly by Randhill/Shalom or sales made by Owners.
2. Within the Sections including of: I Kohanim, IA Leviim, II Makhpela, IIS Shomer Shabbos, IIS Misrachi, III Ramah, IV Carmel, V Mount Moriah, VI Eden, VIA Eden, VII Mount Zion, VIII Nebo, IX Arrarat, X Migdal Hazikaron, XI Hebron, XII Gilboa, XIV Mamre, XIV Mamre A, XIV Mamre B, XV Meron, XVI Gan Achim, XVII Gan Chaverim, XVIII Haran, XIX Kinneret, XX Arbel, XXI Oren, and within the Beth Shearim Mausoleum complex only persons of Jewish faith may acquire title to interment rights or be possessed of any interest in any interment space in Randhill/Shalom and Randhill/Shalom shall be used for no other purposes than the interment of the human remains of persons of the Jewish faith. Any assignment or conveyance of such interment rights to a person or persons other than of Jewish faith shall be null and void.
3. Within the Sections including of: I Kohanim, IA Leviim, II Makhpela, IIS Shomer Shabbos, IIS Misrachi, III Ramah, IV Carmel, V Mount Moriah, VI Eden, VIA Eden, VII Mount Zion, VIII Nebo, IX Arrarat, X Migdal Hazikaron, XI Hebron, XII Gilboa, XIV Mamre, XIV Mamre A, XIV Mamre B, XV Meron, XVI Gan Achim, XVII Gan Chaverim, XVIII Haran, XIX Kinneret, XX Arbel, XXI Oren, and within the Beth Shearim Mausoleum complex the performance of the funeral or interment service by a Rabbi, whether Orthodox, Traditional, Conservative, Reform, or Reconstructionist, shall constitute automatic and sufficient proof that the deceased is of the Jewish faith. However, in cases of doubt, and in which a Rabbi does not perform the service, Randhill/Shalom has the right to require a letter from the Chicago Board of Rabbis attesting to the Jewish faith of the deceased prior to Randhill/Shalom being required to perform any interment.
4. Only persons who are Shomrei Shabbos shall be permitted to acquire title to any interment rights in the Shomrei Shabbos Section of the Cemetery and Shomrei Shabbos Section shall be used for no other purpose than the interment of the human remains of persons who are Shomrei Shabbos. The purchaser of interment rights in the Shomrei Shabbos Section II-S, of the Cemetery shall provide Randhill/Shalom with a letter or letters from two Rabbis who are members of either the Chicago Rabbinical Council or the Markas Harabonim, attesting that the purchaser is an observant Jew and is entitled to be considered a Shomrei Shabbos. No purchase in this section will be valid unless such letters have been furnished Randhill/Shalom.
5. A burial right is an easement right for interment in a specific location. All rights of interment in Randhill/Shalom are conveyed and shall be held subject to (a) All

- applicable laws and governmental regulations; (b) The franchise, charter, certificate of incorporation, or other documents establishing Randhill/Shalom; (c) All By-Laws and Rules and Regulations adopted by Randhill/Shalom from time to time.
6. The individual(s) named in the Certificate of Ownership issued and of record will be presumed to be the owner(s) of the Right of Interment unless the Cemetery receives written notice to the contrary. It shall be the duty of the plot owner to notify Randhill/Shalom of any change in his post office address. Notice sent to a lot owner at the last address on file in the office of Randhill/Shalom shall be considered sufficient and proper legal notification.



## **VESTED OR DESIGNATED BURIAL RIGHTS**

1. A Certificate of Ownership may be issued to an individual, or to multiple individuals as joint tenants.
2. Each Owner is vested with the ownership of his or her interment rights for the sole purpose of interment of human remains. Any and all sales or transfers of interment rights, whether same be by conveyance or assignment of purchase contract, are subject to all rules and regulations of Randhill/Shalom, which are now in full force and effect or which may be hereafter enacted. Randhill/Shalom may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due Randhill/Shalom from the Owner so recorded in the records of Randhill/Shalom at Randhill/Shalom's office. All transfers of ownership shall be subject to such processing and service charge as are in effect at the time of request, which charge must be paid to Randhill/Shalom prior to the recording of the transfer. The owner of interment rights may dispose of same by will, subject to the foregoing conditions.

In the absence of a will, the following persons have the right to direct interments:

- (a) The surviving husband or wife shall have the first right.
  - (b) Where there is no surviving husband or wife, the lineal descendants of the owner may, by writing, determine who among them shall have the right of interment or direction, which agreement shall be recorded on the books of Randhill/Shalom.
  - (c) In the event the owner or his lineal descendants have not arranged for future interments, then all living direct lineal descendants of such owner shall be entitled to interment therein until all spaces in the estate have been used.
  - (d) In case there are no lineal descendants, then interment rights shall pass in accordance with an order of the Probate Court of the County wherein the last surviving owner shall have died.
  - (e) When interment is to be made in an estate where the joint owners are living, Randhill/Shalom shall have the right to recognize the direction of any owner.
3. The subdivision of burial rights is not allowed without the payment of applicant fees and the consent of Randhill/Shalom and no one shall be buried in any lot in which the rights have been subdivided, except by written consent of all parties interested in such lot and of Randhill/Shalom.

4. If an owner of record dies without providing a written declaration or a specific devise by will, any unused rights of burial descend to the heirs at law of the owner subject to the burial rights of the descendant and his or her surviving spouse.
5. Upon the death of a joint tenant, the title to any lot held in joint tenancy immediately vests in the survivors.
6. When there are multiple owners of burial rights, they may designate one or more persons to represent their interests by filing written notice with Randhill/Shalom. In the absence of such designation or a written notice objection at the time of interment, Randhill/Shalom may permit an interment upon the request or direction of any co-owner without liability.
7. Randhill/Shalom is authorized to permit the use of an unused burial right by a person entitled to its use if it receives an affidavit by a person having knowledge of the facts setting forth: (1) the fact of the death of the owner and the name of the person or persons entitled to the use of the burial right; or (2) the fact of the death of one joint tenant, proof of the identity of the surviving joint tenants or their successors in interest, and the written direction of the surviving joint tenants or their successors in interest.

## **TRANSFERS AND EXCHANGES**

1. It is the policy of Randhill/Shalom that burial rights in Randhill/Shalom should be acquired for personal use and not for speculation consistent with that policy and subject to these Rules and Regulations and the Laws of Illinois, burial rights are freely transferable. Upon the receipt of written instructions or a certified copy of a will containing specific devises from the deceased owner of record, Randhill/Shalom shall, however, restrict interments to the persons designated in the authorization or devise.
2. All agreements for the purchase of Randhill/Shalom's interment rights, or transfers thereof, must be on the forms approved by Randhill/Shalom and signed by an officer of Randhill/Shalom. All terms and conditions for the purchase of interment rights must be recited in the purchase contract; verbal agreements or representations will not be recognized.
3. No transfer or assignment of any burial right, or interest therein shall be valid unless consistent with these rules and regulations and until accepted in writing by Randhill/Shalom on Randhill/Shalom's forms and recorded in the books of Randhill/Shalom. The burial right must be reconveyed to Randhill/Shalom; Randhill/Shalom shall then issue a certificate of ownership to the new Owner.
4. All exchanges or transfers of interment rights in the Shomrei Shabbos Section, II-S, shall, in addition, be expressly subject to each and every rule and regulation relating to the Shomrei Shabbos Section. Randhill/Shalom may also refuse to consent to a transfer or to an assignment as long as there is outstanding any portion of the purchase price or the deposit required to be made to Randhill/Shalom's care fund due from the record-owner.
5. No sale or transfer of burial rights, other than a sale or transfer to a blood relative, shall be approved by Randhill/Shalom until Randhill/Shalom has received payment for its Care Fund as set forth in this provision. At the time transfer is requested, Randhill/Shalom shall be entitled to receive an amount equal to the amount that Randhill/Shalom currently deposits in its Care Fund for the sale of comparable burial rights. All amounts received by Randhill/Shalom pursuant to this provision shall be deposited in Randhill/Shalom's Care Fund.

6. Randhill/Shalom may exchange burial rights when desired by Owner, but not for burial rights of lesser value. When such an exchange is made, the original conveyance must be surrendered by proper assignment, or by reconveyance, if considered necessary, before any change is affected.
7. Randhill/Shalom shall fix a charge for all transfers of ownership, lots, vaults, bronze, niches or crypts and reserve the right to change such charges from time to time. No transfer of ownership shall be complete or effective until all charges are paid.

## **INTERMENTS**

### **INTERMENT ORDERS AND AUTHORIZATION**

1. No interment shall take place without an authorization, order and burial permit signed by the person or persons authorized by law and/or by the lot owner or owners. The same shall designate the location of the lot to be used. Randhill/Shalom shall be entitled to rely on the accuracy of the information set forth in such burial permit, and shall not be liable for any error therein contained, or as to the identity of the person whose remains are to be interred.
2. Orders for interment may, at the option of Randhill/Shalom be received by telephone, from the lot owners or their assigns on record at the Cemetery office. If other than the lot owner or their assigns, an "Authority to Inter" form furnished by the Cemetery or a notarized statement signed by the lot owner giving authorization to inter must be delivered to the Cemetery prior to the time of actual interment. Randhill/Shalom shall not be responsible for any error that may be made in accepting a telephoned interment order. Randhill/Shalom may at its discretion request its lot owners to make all interment arrangements at the Randhill/Shalom office.
3. Randhill/Shalom reserves the right to make an interment or entombment upon written authorization of anyone of several owners of a lot. An owner of the lot, who is shown as such on the books of Randhill/Shalom, may be interred in that lot or crypt without the written consent of another owner of that lot.
4. When written consent from the lot owner regarding the location of an interment space in a plot cannot be obtained, or is indefinite, or when for any reason the interment space cannot be opened where specified, the management may, in its discretion and with the advice of the Funeral Director, make the interment in such location in the Cemetery as it deems best and proper, so as not to delay the funeral; and Randhill/Shalom shall not be liable for damages for any such interment.
5. The following information must be furnished with all interment orders: (a) name and age of the deceased; (b) location of interment space; (c) name of owner of interment space; (d) name of funeral director; (e) exact type and size of burial container; (f) date of interment and time of arrival at Cemetery; (g) name and address of the person in charge of making arrangements. Any party who authorizes Randhill/Shalom to make an interment shall be subject to a charge from Randhill/Shalom for such service whether used or not.
6. Prior to any interment in the Shomrei Shabbos Section, II-S, of Randhill/Shalom, the written approval of two Rabbis who are members of either the Chicago Rabbinical Council or the Merkas Harabonim must be secured by the family or

next of kin having jurisdiction over interment rights. Only Orthodox concrete liners are to be used in this Section. Such liners shall have no bottom in order that there may be a direct contact with the earth. All interments in this Section shall be made with the head at the walk and the level bronze memorial shall be placed at the head facing the walk.

7. In the Misrachi-Hapoel Hamizrachi Section of Randhill/Shalom, interments shall be made and marked as specified in paragraph number 6 above referring to the Shomrei Shabbos Section.

## **INTERMENT DAYS AND TIMES PERMITTED**

1. Notice of eight working hours before the announced time of the funeral or burial will be required.
2. Burials, entombments, and inurnments on Sunday, or on Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, and on any Day or Days designated as Holidays in any applicable enforce union contracts will not be permitted, except in the case of a death from a contagious disease, or for religious reasons, or when so ordered by law, or at the discretion of cemetery management. An extra charge to cover overtime and other expenses incurred for such work done shall be levied.
3. Within the Sections including of: I Kohanim, IA Leviim, II Makhpela, IIS Shomer Shabbos, IIS Misrachi, III Ramah, IV Carmel, V Mount Moriah, VI Eden, VIA Eden, VII Mount Zion, VIII Nebo, IX Arrarat, X Migdal Hazikaron, XI Hebron, XII Gilboa, XIV Mamre, XIV Mamre A, XIV Mamre B, XV Meron, XVI Gan Achim, XVII Gan Chaverim, XVIII Haran, XIX Kinneret, XX Arbel, XXI Oren, and within the Beth Shearim Mausoleum complex burials, inurnments and entombments are not be permitted on Shabbat or on the first day of major Jewish Holidays, except in the case of a death from a contagious disease, or for religious reasons, or when so ordered by law, or at the discretion of cemetery management.
4. Funeral directors must arrange a time of funeral so as to be out of the grounds before 5: 00 p.m. Drivers employed by funeral directors must always keep in the proper side of the avenues and remain with their respective vehicles during the interment service and otherwise conduct themselves in a respectful and considerate manner becoming to the place and location. After the services are over, drivers must preserve the same decorum in leaving the Cemetery as in entering it.
5. Randhill/Shalom shall be in no way liable for any delay in the interment where a protest to the interment has been made, or where the Rules and Regulations have not been complied with. Randhill/Shalom may require any protest to be in writing and filed in the office of Randhill/Shalom. Randhill/Shalom may require that a bond in an amount determined by Randhill/Shalom be provided by the protestant to protect Randhill/Shalom from any claim by any person asserting injury or loss as a result of such delay.

## **FUNERALS**

1. All funerals upon reaching the Cemetery shall be under the supervision of Randhill/Shalom. Randhill/Shalom shall have the right to refuse to proceed with the interment unless the funeral is accompanied by a duly licensed funeral director. Before the interment may proceed, such funeral director must register at the Cemetery office or with an authorized Cemetery representative and deliver all necessary permits and authorizations.
2. All vaults and outer burial containers shall be approved by the authorized officers of Randhill/Shalom. The outer width of a standard vault or burial container should not exceed thirty-four (34") inches in any one grave. Only with the permission of an approved authorized officer, may a vault or outer burial container be used that is between thirty-four (34") and thirty-six (36") inches in any one grave. If the outer width of a vault or burial container exceeds thirty-six (36") inches in any one grave, then two graves must be utilized.
3. Randhill/Shalom shall not be liable for any delay in interment due to failure to comply with its Rules and Regulations, inclement weather, strikes, unforeseen underground obstructions, the filing of a protest, or other circumstances beyond Randhill/Shalom's control.



## **INTERMENT POLICY AND REQUIREMENTS**

1. Not more than one interment shall be permitted in a grave, except when at least one of the interments is of cremated remains. When at least one of the interments is of cremated remains, two interments may be permitted in any single grave. Randhill/Shalom may, for religious reasons, or in exceptional circumstances, make exceptions to the aforementioned restrictions. Lot owners retain the right to purchase a second Burial Right in accordance with the above at any time, including after a first interment has been made.
2. Except as designed by Randhill/Shalom, no interment will be permitted beneath any path, walk or road, whether shown on the maps of Randhill/Shalom or actually in existence. Grave location prior to interment must be approved by the owner or his authorized representative in writing on the Randhill/Shalom Burial Authorization Permit. This permit shall be kept as part of the Randhill/Shalom permanent records.
3. If no provision has been made for interment space and it becomes necessary to place the remains temporarily in the receiving vault, it may remain there, subject to the sanitary code. A deposit, set by Randhill/Shalom, in cash shall be made to Randhill/Shalom prior to entombment. Bodies not in a decomposed or offensive condition may be placed in the vault at all times, but the length of time they will be permitted to remain will in all cases be determined by Randhill/Shalom. Randhill/Shalom reserves the right of interment, whenever it may appear necessary. A diligent attempt will be made to notify the nearest of kin twenty-four hours in advance, but this shall in no case prevent Randhill/Shalom from going forward with the interment. The receiving vault was designed chiefly for the temporary safety of bodies placed therein, and at times contains many such bodies, hence for obvious reasons, it is deemed unwise for people to enter therein. The remains of any person who died of contagious disease will not be permitted in the vault, except when placed in a hermetically sealed casket. In case of doubt on the part of Randhill/Shalom to the nature of the disease, satisfactory evidence from the attending physician or otherwise will be required.
4. The use of an outside burial container is required for all burials. All burial vaults or other containers must be constructed of fiberglass, concrete or steel or of other composition approved by Randhill/Shalom. Wood boxes are not permitted. The requirement of such a container is not solely for purposes of protection from the environment, but to insure against cave-in, so that the cemetery ground shall remain safe for maintenance and ingress and egress. Where religious reasons require that the body be in direct contact with the earth, the bottom of the vault will be omitted so as to meet this religious requirement.

## **CEMETERY MAINTENANCE AND CARE**

1. The term maintenance refers to the maintenance of the Cemetery in its entirety. It shall consist, among other things, of the general maintenance of the public walks and roads in the Cemetery, the general maintenance of the Administration Building, garages, fences, equipment and records used in the proper administration, protection and operation of the Cemetery.
2. The entrance to every lot must at all times remain unobstructed. No entrance sills or enclosures of any kind, including, without limitation, beds of stone, concrete, metal or plastic, hedges, shrubs, posts, bars, chains and rails shall be permitted on graves or plots.
3. Grave mounds will not be allowed and no lot shall be raised above the established grade. No shells, stones, pebbles, etc. may be used to decorate graves or plots. Cut flowers only are permitted in the vase of the lawn level marker or receptacle provided by Randhill/Shalom. No glass jars, bottles, tin cans, crockery or earthenware pots are permitted.
4. If, in order to open a grave or to make an interment or disinterment, Randhill/Shalom at any time deems it necessary to remove existing hedges, shrubs, trees, posts, bars, corner markers, entrance sills, enclosures or parts of enclosures, it may remove and dispose of the same without any liability and without responsibility for the replacement or cost of replacement thereof.
5. The general care of the entire Cemetery grounds and lots is assumed by the Cemetery under the provisions of a Cemetery Improvement and Maintenance Fund care, however, does not include any special care. Estimates for any special care or work will be made by Randhill/Shalom upon application, and charges for the work must be paid in advance.

## PLANTINGS AND FLOWERS

1. No plantings will be permitted in the cemetery other than as provided by the Cemetery in its Regulations for cemetery decorations, which is available at the Cemetery's Office and by this reference is incorporated herein.
2. Bouquets of live cut flowers may be placed in bronze vases, integral with the memorial or installed separately, throughout the entire year. They will be removed by the Cemetery as soon as the flowers fade and wither and the right is reserved by the Cemetery to make such removal.
3. During the non-growing season only, November 15th through March 15th, or according to the dates posted in the cemetery office, artificial flowers may be placed in a bronze vase only. However, Randhill/Shalom assumes no responsibility for vase units that are set above the ground during the winter months. Artificial flowers not removed by the lot owners prior to April 1st may be removed and destroyed by the cemetery. Those not removed by lot owners prior to April 1<sup>st</sup>, or according to the dates posted in the cemetery office, may be removed and destroyed by the Cemetery.
4. Plantings of any kind on any interment are not permitted. The only plantings allowed are those that are part of the homogenous beautification of the Cemetery as designed by the landscape architect and authorized by Randhill/Shalom.
5. Potted plants, baskets of flowers, artificial flowers and other decorations not authorized by the Cemetery will-be removed by the Cemetery. All flowers, baskets, or any holders containing flowers or other decorations which have been used at a funeral or placed on the ground without authority become the property of the Cemetery, which may remove or dispose of them by sale, destruction, or in any other way it deems best.
6. No money shall be paid the attendants on the grounds. The entire time of the persons regularly employed on the grounds belongs to Randhill/Shalom. Visitors and lot owners must not otherwise engage them. All orders, inquiries and complaints must be left at the Office.
7. All persons are strictly prohibited from picking flowers, removing turf, trees or shrubs, or in any way altering or marking any property within the Cemetery not specifically belonging to them, or in any way defacing the Cemetery grounds.
8. Grave blankets or wreaths of balsam or fir will -be permitted on any occupied grave during the Winter Season from about November 15<sup>th</sup> to about March 15<sup>th</sup> or according to the dates posted in the cemetery office. Unsightly grave blankets or wreaths will be removed. Wreaths must be placed in the horizontal position, not upright.

9. Any planting, decoration or other object(s) placed on or above a grave or lot shall be removed, when in the judgment of management such action is warranted and in the best interest of the Cemetery.
10. Lot owners will not be permitted to plant a flowerbed or shrub planting in the Cemetery. Only Cemetery personnel may prepare a flowerbed which is not to be extended, altered or otherwise changed by the lot owner or his authorized representatives. Planting of any shrub must be approved for type and placement by the Superintendent and planted by Cemetery personnel.
11. Nothing hereinabove contained shall be deemed to prohibit care of a grave by the lot owner or his duly authorized representatives. All rubbish made by such owners or other representatives must be removed by them immediately after completion of the work to such places of deposit as may be provided.

## **OUTSIDE CONTRACTORS**

1. Prior to initiating or beginning any type of service or work on the cemetery grounds, all outside contractors shall secure an authorization permit from Randhill/Shalom. This permit will be issued within three working days of compliance with all requirements in these rules and regulations.
2. All outside contractors employed by lot owners to work upon their lots in any capacity must give notice at the Cemetery Office stating the kind and style of work to be done, and file with Randhill/Shalom a written permit signed by the lot owner for such work.
3. No materials may be brought or delivered into the Cemetery until a written permit is obtained from the Cemetery Office, and said permit is to be exhibited whenever demanded on the Cemetery grounds by an employee of Randhill/Shalom.
4. All outside contractors must furnish to Randhill/Shalom detailed plans and specifications for each individual contract.
5. All outside contractors performing work on the Cemetery grounds shall present and file at the Cemetery Office a surety bond from a responsible insurance company authorized to do business in the State of Illinois, in an amount to be determined by Randhill/Shalom, containing an automatic cancellation notice to Randhill/Shalom, guaranteeing to indemnify Randhill/Shalom or lot owner for any damage caused to any lot or to the property of Randhill/Shalom. Information on current requirements can be obtained at Randhill/Shalom's office.
6. In addition to the foregoing, all outside contractors shall file adequate certificates issued by responsible insurance companies authorized to transact business in the State of Illinois evidencing adequate coverage for public liability, property damage and Workmen's Compensation. Information on current requirements can be obtained at Randhill/Shalom's office.
7. All fees owed to Randhill/Shalom, must be paid at the time application is made for a permit. These fees include all early care and late care charges.
8. All work performed in the Cemetery by outside contractors shall be in accordance with the standards and specifications for such work as, performed by Randhill/Shalom's employees for the same type of work. These specifications and standards are available at Randhill/Shalom's offices and Randhill/Shalom reserves the right to change those standards and specifications from time to time. All work performed by outside contractors shall be inspected by Randhill/Shalom to assure compliance with the standards and specifications, a reasonable inspection fee for assuring Randhill/Shalom that the work is being performed at the right location and in the right manner, shall be paid by the said contractors to Randhill/Shalom.

All work is subject to a final inspection by Randhill/Shalom for which a charge will be included in the inspection fee.

9. No contractor, or other person will be permitted to work in the Cemetery on Saturdays and Sundays, Legal holidays, or before 8: 00 A.M. on weekdays, and all workmen must leave the Cemetery grounds no later than 5:00 P.M. Monument dealers and setters will not be permitted to set or do any memorial work after 5: 00 P.M. on 'Monday through Friday, or all day Saturday or Sunday. For religious reasons a contractor, or other person may apply for a permitted exemption. Permitted exemptions will be allowed solely at the discretion of Randhill/Shalom management.
10. All workmen of contractors are subject to the supervision of Randhill/Shalom and any workman failing to comply with these Rules and Regulations will not be permitted to work in the Cemetery.
11. Randhill/Shalom in no event assumes any liability to anyone by reason of its granting approval to any outside contractor to perform work at the Cemetery. If in the opinion of Randhill/Shalom any work or material furnished shall be improper, it may reject the same 1 and if the work has already been done or the said material been delivered, Randhill/Shalom may remove the same or, if in its opinion the same may be put in proper order, Randhill/Shalom may at its discretion put the same in proper order at the expense of the outside contractor or lot owner, and if contractor refused to pay, then the lot owner or-,person making arrangements is responsible. Randhill/Shalom may fix and collect from an outside contractor a reasonable charge for the use of the Cemetery roads and facilities.
12. If in the opinion of Randhill/Shalom it is necessary to make a survey before a contractor performs work or furnishes material, Randhill/Shalom may make a survey and may fix and collect from the contractor a reasonable charge. All corner stakes must be laid out by Randhill/Shalom and the grade of all lots will be determined by Randhill/Shalom. The contractor shall be governed thereby.
13. No work will be allowed to be left in an improper and unfinished state, and should such occur, Randhill/Shalom may complete or remove same at the expense of the lot owner.
14. No motorized equipment will be permitted within the sections without the specific consent of Randhill/Shalom.
15. When making improvements, if some degree of obstruction to roads, avenues and paths becomes necessary, prior approval by Randhill/Shalom must be obtained, and the same must be as slight as possible. No unnecessary delay will be permitted after work has been commenced.

16. Where heavy material is to be moved, planks must be laid on the paths or grass affected to protect them from damage.
17. No setting of memorials will be permitted during inclement weather, the same to be determined at the sole and absolute discretion of the Cemetery superintendent or his assistant or designee.
18. The outside contractor who photographs memorials or mausoleums, by such action, agrees to indemnify and defend Randhill/Shalom against any loss, cost or obligation including reasonable attorney's fees incurred by Randhill/Shalom as the result of the monument dealer photographing memorials or mausoleums or making detailed measurements or drawings of the same for the purpose of duplication or copying of designs. No memorial shall be removed from the Cemetery, unless written order of the lot owner or the legal representatives be presented at Randhill/Shalom's office and permission be granted by Randhill/Shalom.
19. Randhill/Shalom is a party to a contract with the SEIU Local Number 1 which requires that all work on Randhill/Shalom be performed by members of the union who are employed by Randhill/Shalom. If any work by others is permitted under the terms of that contract or with the consent of the Union Steward, it will be subject to the requirements set out in this section. Prior to initiating or beginning any type of service or work on the cemetery grounds, all outside contractors shall secure an authorization permit from Randhill/Shalom. This permit will be issued within three working days of compliance with all requirements in these rules and regulations.

## **DISINTERMENT**

1. Any person desiring to disinter a body from grave space owned by another must present a written permit signed by the lot owner for such removal, and also sign a request himself to have such removal made. These requests shall remain on file in the office of Randhill/Shalom.
2. No disinterment will be permitted without the proper state and local permits, the consent of Randhill/Shalom and all the persons whose consent may be necessary or advisable under the laws of the State of Illinois. Randhill/Shalom may, in its sole and absolute discretion, require that in addition to such consents an order of the Courts also be obtained.
3. Randhill/Shalom shall exercise due care in making a disinterment and removal, but it shall not be liable for damage to any casket, burial case, vault or urn which results during or following the disinterment and removal.
4. Randhill/Shalom shall under no circumstances be held liable in case of disinterment or removal where it acts upon the written order of a person claiming to have the authority to give such order.
5. All disinterments must be made by Randhill/Shalom and all charges in connection therewith, including unpaid arrears pertaining to the lot, if any, shall be payable in advance before a disinterment shall be permitted.
6. The date of a disinterment shall be set solely by Randhill/Shalom.
7. When a removal is to be made from one grave to another grave within the cemetery, the formerly occupied grave space and all rights therein revert to lot owner or Randhill/Shalom if exchanged. If no steel or concrete box or vault was used one must be furnished for the new grave.
8. A licensed funeral director must be present for all disinterments and reinterments.
9. When a body is disinterred from a grave space and re-entombed into the mausoleum, the body must be transferred by a funeral director into a new casket, before it is placed within the mausoleum.



## MEMORIALS

1. The marking of each lot, grave, or graves, except as hereinafter provided, is restricted and limited to flat bronze memorials, set flush with the turf, and of such dimensions, materials, and specifications as designated by the Cemetery. Each memorial shall be placed on a base of granite or concrete, said base to be provided by owner. Other specifics regarding the foundation, service, installation, and care of the memorial are covered in this section.
2. Randhill/Shalom reserves the right at all times to prescribe the kind, design, size, symbolism, craftsmanship, quality and material of all memorials, inscriptions or markers placed in the Cemetery. All owners or anyone duly authorized to act for and in behalf of an owner, before ordering any memorial must secure from the cemetery written approval of the design, size and lettering style. The names of manufacturers of bronze or memorials complying with these requirements will be supplied on request.
3. In the event a marker or memorial of theretofore uninstalled size or shape is approved by Randhill/Shalom, the Owner shall pay the fair and reasonable cost of the special form required to construct the foundation for such marker or memorial, and the charge for service, installation and memorial care shall be by special arrangement with Randhill/Shalom payable in advance of the work to be done. The memorial care charge shall be based on the square inch area of said memorial.
4. Markers or memorials may not be installed for a period of three months following an interment, to allow the ground to settle.
5. Personal portrait assemblies are to be recessed and securely fastened into the surface of a memorial, or the surface of a separate personal portrait unit. The photograph itself will be secured by a bronze frame to the underside of the cover (lid) of the personal portrait assembly. In all instances the base, bottom or recessed portion of the personal portrait assembly shall have adequate drain holes for the running off of water and be set low enough so as not to cause damage to photo by collecting pebbles or small stones and no part of the cover shall extend more than 3/8" above the surface of the memorial.

6. The consent of the owner of the lot or next of kin or person authorizing the interment will be required for placing of any marker, but Randhill/Shalom shall incur no liability for failure to receive such consent.
7. The name or inscription on each memorial must correspond with the name and record in the office of the Cemetery, and no change shall be made thereon except upon request of the proper parties and by the permission of Randhill/Shalom.
8. No property owner shall erect or place, or cause to be erected or placed, any memorial unit until it is first approved by Randhill/Shalom.
9. Randhill/Shalom reserves and shall have the right to correct any error that may be made by its employees or outside contractors in the location or placing of a memorial in the Cemetery.
10. While Randhill/Shalom 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.
11. Lots, burial rights, preinstalled burial crypts and any other charges due and owing, must be paid for in full before memorial work is installed.
12. An interment space in the Shomrei Shabbos Section II-S, of Randhill/Shalom shall be marked with an individual or companion level memorial, placed at the head of the interment and four corner markers or an Eternal Prayer Scroll and two corner markers to outline the interment space. Such corner markers shall be placed, one in each corner of the interment space opposite the memorial and one in line with these corners along the side of the interment, half way between the memorial and the corner markers. The Eternal Prayer Scroll may be substituted for the corner markers opposite the memorial.
13. Within the sections including of: I Kohanim, IA Leviim, II Makhpela, IIS Shomer Shabbos, IIS Misrachi, III Ramah, IV Carmel, V Mount Moriah, VI Eden, VIA Eden, VII Mount Zion, VIII Nebo, IX Arrarat, X Migdal Hazikaron, XI Hebron, XII Gilboa, XIV Mamre, XIV Mamre A, XIV Mamre B, XV Meron, XVI Gan Achim, XVII Gan Chaverim, XVIII Haran, XIX Kinneret, XX Arbel, XXI Oren, and the Beth Shearim Mausoleum complex there are to be no religious symbols, emblems, or references to religions other than to those of the Jewish faith.

**MEMORIAL SPECIFICATIONS**

1. Only best quality markers of bronze shall be permitted and are limited to tablets set level with the turf and of such dimensions, materials, design, finish and construction as designated by Randhill/Shalom. If a vase is part of the memorial, the vase and assembly will be located in the top center position in the memorial. To preserve uniform beauty all bronze memorials must meet the following specifications:
    - (a) Each casting shall be true, free from all weakening defects of any character, and also free from minor defects and imperfections which would be visible from a distance of three feet. All exposed surfaces must be smooth 1 no sand-like roughness will be permitted.
    - (b) All letters, numerals, ornamentation and insignia must be hand-chased, finely-buffed and highlighted. Backgrounds shall be of sculptured texture. Backgrounds shall be finished in medium-dark statuary bronze color, secured by chemical means, using EPA approved, industry best-practices, additionally secured by clear coat sealant protectant proven to endure normal exposure to the elements without premature decomposition.
    - (c) Each memorial shall be cast with integral bosses on the back in locations specified by Randhill/Shalom. The bosses shall be drilled and tapped to receive 3/8 in diameter anchor lugs' of brass or bronze 6 in in length, these anchor lugs to be supplied to the Cemetery with the memorial.
    - (d) All owners or anyone duly authorized to act for, or in behalf of an owner of sepulcher rights, before ordering any memorial should secure from Randhill/Shalom written approval of design, size and lettering style.
    - (e) All memorials must be inspected by Randhill/Shalom before acceptance for installation, and Randhill/Shalom reserves the right to reject any which do not comply with these requirements.
    - (f) The alloy of the bronze shall consist of:

|                           |      |        |
|---------------------------|------|--------|
| Not less than · . . . . . | 87%  | Copper |
| Not less than · . . . . . | 5%   | Tin    |
| Not more than · . . . . . | 2.5% | Lead   |
| Not more than · . . . . . | 5%   | Zinc   |
- All other elements in total are not to exceed 1%.

All virgin metals must be used and mixed to a uniform alloy at proper temperature. The Cemetery reserves the right at any time to require a chemical analysis by the memorial dealer or manufacturer.

2. The following bronze memorial sizes only are specified for use on ground burial rights. An individual or single adult memorial without a vase or photo shall not be smaller than 24" x 12" nor larger than 24" x 16-3/4"; with a vase or photo an individual adult memorial shall not be smaller than 24" x 13" nor larger than 24" x 16-3/4". An individual or single child's memorial without a vase or photo shall not be smaller than 16" x 8" nor larger than 24" x 16-3/4"; with a vase or photo an individual child's memorial shall not be smaller than 24" x 13" nor larger than 24" x 16-3/4". Family or Companion memorials shall measure not less than 44" x 13" nor more than 60" x 22". Corner estate markers shall be 4" x 4", 5" x 5" and 6" x 6".
3. Within the Sections including of: I Kohanim, IA Leviim, II Makhpela, IIS Shomer Shabbos, IIS Misrachi, III Ramah, IV Carmel, V Mount Moriah, VI Eden, VIA Eden, VII Mount Zion, VIII Nebo, IX Arrarat, X Migdal Hazikaron, XI Hebron, XII Gilboa, XIV Mamre, XIV Mamre A, XIV Mamre B, XV Meron, XVI Gan Achim, XVII Gan Chaverim, XVIII Haran, XIX Kinneret, XX Arbel, XXI Oren, Eternal Prayer Scrolls are to be placed only at the head of the grave and shall measure 24" x 2.38" or 24" x 4".
4. Within all other sections of the cemetery a straight edge plate measuring 24" x 4" may shall be placed directly below a larger individual or companion memorial which is already installed on the plot.
5. If an additional burial is made within a single plot, the second individual interred may be memorialized using a 24" x 4" Eternal Prayer Scroll or 24x4" Straight Edge Place placed at the head of the grave. No 24" x 4" Eternal Prayer Scroll or 24" x 4" Straight Edge Plate memorial may not be placed in the absence of a primary individual or companion memorial.
6. Randhill/Shalom will permit only the use of Bronze Urns or Vases approved by the Board of Directors, the base of which shall be a foundation installed by Randhill/Shalom or in accordance with these Rules and Regulations. Randhill/Shalom will not be liable for lost or stolen vases. Misplaced or broken vases caused by its workmen will be replaced.
7. The completed memorial is subject to the approval of Randhill/Shalom and if unsatisfactory, it may be removed by the cemetery management.
8. While Randhill/Shalom does not promote the use of photo units, it does permit the use of such units, whether separate or an integral part of the memorial, subject to the approval of Randhill/Shalom. The base of this separate photo unit shall be a foundation installed by Randhill/Shalom or in accordance with these Rules and

Regulations. As ceramic photo units are perishable, Randhill/Shalom cannot be liable for lost or misplaced or broken photo units caused by nature or Randhill/Shalom's own workmen.

## MEMORIAL INSTALLATION

1. No memorial may be set to embrace two or more spaces except if it is a companion or family memorial, size 44" x 13" or size 44x14" or size 56x16".
2. All memorials shall be set on uniform lines as prescribed by Randhill/Shalom to conform to the general plan of the Cemetery.
3. Application for installation of a memorial and the approval thereof by Randhill/Shalom shall be made in writing on Randhill/Shalom's forms and signed by the lot owner with his address and cemetery location. Such application shall be supported by the design, specifications, blueprints, details, warranty, and guarantee as to replacement and maintenance as is required by Randhill/Shalom. No memorial shall be installed without a setting order signed by the lot owner and approved by the authorized officers of Randhill/Shalom.
4. Subject to the provisions set out in the Section entitled "Outside Contracting", all markers or memorials shall be installed by Randhill/Shalom at the cost of the Owner, and Randhill/Shalom shall assume responsibility for the proper installation of such marker or memorial: but Randhill/Shalom shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by Randhill/Shalom.
5. Should any memorial, unless covered by memorial care, become unsightly, dilapidated or a menace to visitors, or not be in compliance with these rules and regulations, Randhill/Shalom shall have the right either to correct the condition or to remove the same.
6. If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by Randhill/Shalom to be offensive, Randhill/Shalom shall have the right and it shall be its duty, to enter upon such lot and remove, change or correct the offensive or improper object or objects.
7. Cracking, buckling, bowing, streaking, mottling, improper placement of lug holes or under size lugs, or other defects, are at owner's risk. In event said memorial needs to be raised to make repairs for the above, or other reasons, Randhill/Shalom will make a \$250.00 charge for a 24" x 14" memorial, said charge may be increased depending on size of the memorial, type of foundation, and increases in labor rates.
8. All agreements for the purchase of a memorial must be on Randhill/Shalom's forms.
9. All terms and conditions for the purchase of the memorial must be recited in the purchase agreement. If the marker or memorial is purchased through

Randhill/Shalom, the installation, care, and maintenance and foundation charge shall be included in the purchase contract. The installation and maintenance charge shall each be on the basis of such amount per square inch of the marker or memorial plus foundation product cost, as set forth in the formula in the foregoing regulation hereof. If the marker or memorial is purchased from an outside agent and is approved by Randhill/Shalom, the charges for service, installation and care shall be the same as set forth above.

10. The charges for building foundations, installation, maintenance, and early and late care of all markers and memorials shall be reasonable and uniform. They shall be posted at the cemetery office, and from time to time they will be subject to change. The charge for early and late care will be assessed on all memorials placed in the cemetery whether purchased from Randhill/Shalom or an outside source. The portion of this charge that is paid for early and late care shall be paid to the Cemetery Improvement and Maintenance Fund. No memorial may be installed until the charges due to Randhill/Shalom for its installation or for inspecting an installation if performed by others and early and late care have been paid in full.
11. A charge for lifting and reinstalling a companion memorial, subsequent to an additional interment, will be made if not previously paid.
12. No memorial may be installed in the Cemetery, unless the manufacturer thereof has first been approved in writing by Randhill/Shalom and such manufacturer, or the retail dealer of its product, will guarantee replacement, at its expense, in the event of defective material workmanship, or discoloration when exposed to the elements.

## **GOVERNMENT MARKERS**

1. Orders for government markers will not be approved by Randhill/Shalom until a setting order has been signed by the next of kin of the deceased veteran. Only 24" x 12" bronze government issue Veteran markers will be accepted by Randhill/Shalom. They will be placed under the following specifications :
  - (a) Within the sections including of: I Kohanim, IA Leviim, II Makhpela, IIS Shomer Shabbos, IIS Misrachi, III Ramah, IV Carmel, V Mount Moriah, VI Eden, VIA Eden, VII Mount Zion, VIII Nebo, IX Arrarat, X Migdal Hazikaron, XI Hebron, XII Gilboa, XIV Mamre, XIV Mamre A, XIV Mamre B, XV Meron, XVI Gan Achim, XVII Gan Chaverim, XVIII Haran, XIX Kinneret, XX Arbel, and XXI Oren, the government memorial may be placed at foot of grave with no vase, on wide border of concrete or granite (28" x 16").
  - (b) In all other sections, the government memorial may be placed as an individual memorial at head of grave on wide border of concrete or granite (28" x 16").

## **MEMORIAL CONFORMITY**

1. The restrictions on flush memorialization for infants and children will not have to conform to the above, but variations must be approved by the cemetery manager prior to the ordering of such memorials.
2. No more than one family name may be permitted on any memorial unless approved in writing by Randhill/Shalom at the time of the sale of the interment right. All memorials shall be set in a uniform line as prescribed by Randhill/Shalom, to conform to the general plan of Randhill/Shalom.



## **GRANITE BASES AND SPECIFICATIONS**

1. All bronze markers shall be installed on a rectangular granite or reinforced precast concrete base. All concrete foundations must be made from 5,000 P. S. I. concrete under normal testing standards and the reinforcing diagram must be submitted to Randhill/Shalom for approval before installation. The height of the bronze marker when set shall be 1/2" below the ground grade level at the site.
2. Granite must be 4" wider and 4" longer, minimum, than the bronze plaque providing a granite border of 2" minimum on all sides of the bronze plaque.
3. Base must be good sound durable stock and shall be free from sap and components, which cause rust stains, or seams, or any imperfection.
4. Base must have sawed bottoms and shall be fabricated from sawed granite slabs.
5. Top surface must be polished.
6. Thickness must be uniform throughout and shall be not less than 3" nor more than 6" in thickness. If granite length exceeds 48", the thickness must be a minimum of 4".
7. Anchor lug holes must be cut through the granite, having a minimum diameter of 5/8" and a maximum diameter of 7/8". Lug holes with blast-out on back reducing thickness at such point by more than 1/2" or below 3" are not acceptable.
7. Vase holes must be adequate in size and preparation to receive the vase receptacle.
8. All sharp outside edges must be lined or slightly beveled (not less than 1/8" bevel nor more than 1/4" bevel), or slightly rounded to prevent chipping.
9. Only granite bases having lug and/or vase holes prepared by a coring machine are acceptable for installation. Lug and/or vase holes made by a drill or any compression instrument are not acceptable.
10. Granite bases, which are cracked, shipped, broken or in any other damaged condition at installation must be replaced by the supplier.

## **BENCH SPECIFICATIONS**

1. Only best quality benches of granite shall be permitted and are limited to such dimensions, materials, design, finish and construction as designated by Randhill/Shalom. To preserve uniform beauty all granite benches must meet the following specifications:
  - a. Each bench shall be true, free from all weakening defects of any character, and also free from minor defects and imperfections, which would be visible from a distance of three feet.
  - b. All owners or anyone duly authorized to act for, or in behalf of an owner of sepulcher rights, before ordering any granite bench should secure from Randhill/Shalom written approval of design, size and style.
  - c. All granite benches must be inspected by Randhill/Shalom before acceptance for installation, and Randhill/Shalom reserves the right to reject any, which do not comply with these requirements.
2. Randhill/Shalom will permit only the use of granite benches approved by the Board of Directors, the base of which shall be a foundation installed by Randhill/Shalom or in accordance with these Rules and Regulations.
3. The completed granite bench is subject to the approval of Randhill/Shalom and if unsatisfactory, it may be removed by the cemetery management.

## **BENCH INSTALLATION**

1. In order to maintain the consistent beauty and park like nature of the Cemetery grounds no granite bench may be placed without the location having been approved in writing by Randhill/Shalom.
2. All granite benches shall be set on lines as prescribed by Randhill/Shalom to conform to the general plan of the Cemetery.
3. Application for installation of a granite bench and the approval thereof by Randhill/Shalom shall be made in writing on Randhill/Shalom's forms and signed by the lot owner with his address and cemetery location. Such application shall be supported by the design, specifications, blueprints, details, warranty, and guarantee as to replacement and maintenance as is required by Randhill/Shalom. No granite bench shall be installed without a setting order signed by the lot owner and approved by the authorized officers of Randhill/Shalom.
4. Subject to the provisions set out in the Section entitled "Outside Contracting", all granite benches shall be installed by Randhill/Shalom at the cost of the Owner, and Randhill/Shalom shall assume responsibility for the proper installation of such granite bench: but Randhill/Shalom shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by Randhill/Shalom.
5. Should any granite bench, unless covered by memorial care, become unsightly, dilapidated or a menace to visitors, or not be in compliance with these rules and regulations, Randhill/Shalom shall have the right either to correct the condition or to remove the same.
6. All agreements for the purchase of a granite bench must be on Randhill/Shalom's forms. All terms and conditions for the purchase of the granite bench must be recited in the purchase agreement. If the granite bench is purchased through Randhill/Shalom, the installation and maintenance and foundation charge shall be included in the purchase contract. If the granite bench is purchased from an outside agent and is approved by Randhill/Shalom, the charges for service, installation and care shall be the same as set forth above.
7. The charges for building foundations, installation, maintenance, and early and late care of all granite benches shall be reasonable and uniform. They shall be posted at the cemetery office, and from time to time they will be subject to change. The charge for early and late care will be assessed on all granite bench placed in the cemetery whether purchased from Randhill/Shalom or an outside source.
8. A charge may be levied by Randhill/Shalom exist for the lifting and reinstalling a granite bench, to accommodate an interment.

9. No granite bench may be installed in the Cemetery, unless the manufacturer thereof has first been approved in writing by Randhill/Shalom and such manufacturer, or the retail dealer of its product, will guarantee replacement, at its expense, in the event of defective material workmanship, or discoloration when exposed to the elements.

## MAUSOLEUM

1. In order to preserve the facing of the Mausoleum, among other reasons, all crypts will be opened and closed only by Randhill/Shalom.
2. Only one entombment will be allowed in any single crypt except when at least one of the entombments is of cremated remains. When at least one of the entombments is of cremated remains, two entombments may be permitted in any single crypt. Randhill/Shalom may, for religious reasons or in exceptional circumstances, make exceptions to the aforementioned restrictions. Lot owners retain the right to purchase a second Burial Right in accordance with the above at any time, including after a first interment has been made. Only one entombment is allowed per niche, unless a companion niche unit is purchased.
3. Entombment rights can be purchased in Randhill/Shalom only with the written approval of Randhill/Shalom and subject to the Rules and Regulations of Randhill/Shalom now or hereafter adopted by Randhill/Shalom and for the purpose of entombment only. This provision applies to all sales, whether made directly by Randhill/Shalom or sales made by Owners.
4. Within the Beth Shearim Mausoleum complex only persons of Jewish faith may acquire title to interment rights or be possessed of any interest in any interment space in Randhill/Shalom and Randhill/Shalom shall be used for no other purposes than the interment of the human remains of persons of the Jewish faith. Any assignment or conveyance of such interment rights to a person or persons other than of Jewish faith shall be null and void.
5. No memorials or plaques will be permitted on the Mausoleum, unless otherwise approved by management. All crypt fronts will have the name of the deceased, the year of birth and death in uniform style in conformity to that designated for the mausoleum. A scroll will be provided where either the Hebrew name can be used or a term of endearment.
6. No receptacles or vases for flowers, flags or religious symbols or ornamentation of any type will be permitted on any crypt, except as provided in number 3 above.
7. All rules and regulations heretofore set forth shall apply equally to the mausoleum except where said rule is obviously inappropriate or where specifically deleted or superseded by an applicable regulation pertaining to mausoleum use.
8. No entombment shall be permitted until the entire crypt is paid in full unless this rule is specifically exempted by Randhill/Shalom.

## **MODIFICATIONS AND AMENDMENTS**

1. Because of continuing changes in customs, practices, economic conditions, and products, Shalom may, and hereby expressly reserves, the right at any time or times, with or without notice to owners, 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. Shalom further reserves the right to modify and change all prices referred to herein without notice.
2. A copy of the current Rules and Regulations and price list will be available for inspection at Shalom's office located in the Cemetery during its regular office hours. In order to prevent confusion and misunderstanding as to which Rules and Regulations are current, copies of the Rules and Regulations shall remain on the cemetery premises. These Rules and Regulations shall be available to the general public upon request.
3. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. Shalom, therefore, reserves the right, without notice, to make exceptions or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable; and such exceptions or modifications shall in no way be construed as affecting the general application of such.
4. If any section, subsection, paragraph, clause or provision of these Rules and Regulations shall be adjudged invalid, such adjudication shall apply only to the provision so adjudged, and the rest of these Rules and Regulations shall remain valid and effective.