

Rules & Regulations

Valley Isle Memorial Park

Haiku, Maui, Hawaii

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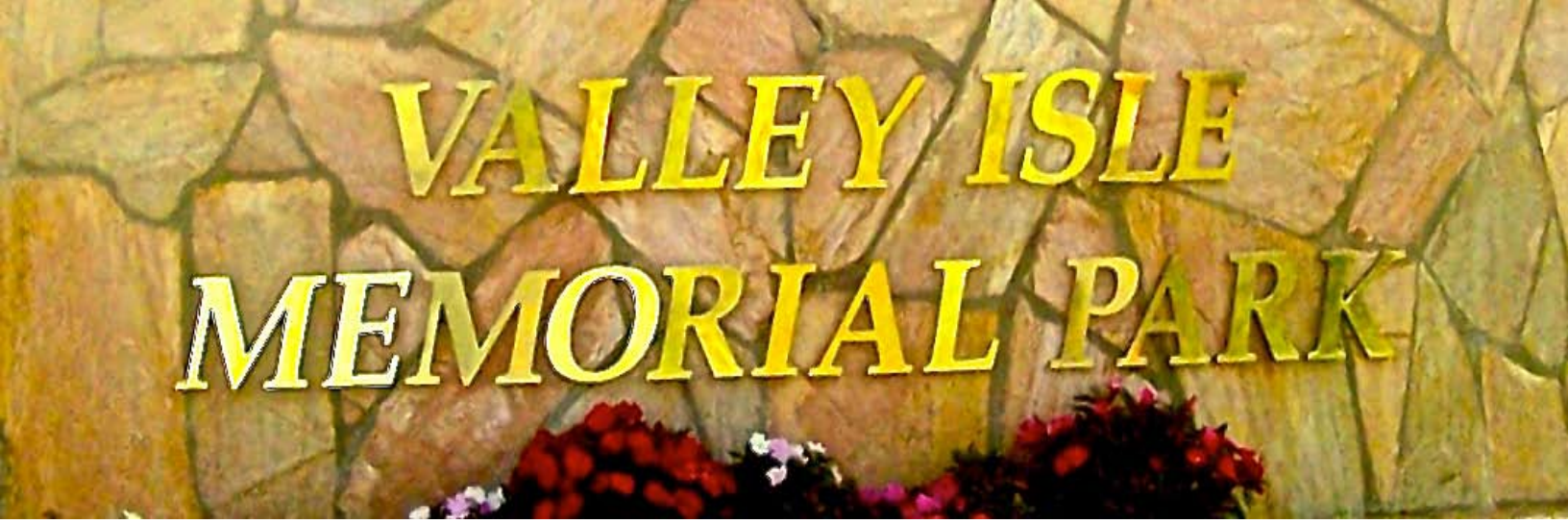

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The following Rules and Regulations have been adopted for the mutual protection of owners of interment Rights in the Cemetery. All owners of Interment Rights and other persons within the Cemetery, and all Interment Rights sold therein, shall be subject to these Rules and Regulations as they now exist and as they may reasonably be amended or altered here after by the Cemetery. Any reference to these Rules and Regulations in any purchase agreement entered into by the Cemetery, or in any Certificate of Interment Rights issued by the Cemetery, shall have the same force and effect as if these Rules and Regulations were set forth in full therein.

The Cemetery expressly reserves the right, at any time and without prior notice to any owners, to adopt new Rules and Regulations or to amend, modify, or repeal any section, paragraph, or sentence of these Rules and Regulations.

PURPOSE

These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within the Cemetery. Their enforcement will help protect the Cemetery and create and preserve its beauty. These Rules and Regulations have been adopted as the Rules and Regulations of the Cemetery, and all Owners of Interment Rights, visitors and persons performing work within the Cemetery shall be subject to these Rules and Regulations, and all amendments or modifications hereto, as shall be adopted by the Cemetery from time to time.

DEFINITIONS

1. The term "Care and Maintenance Trust Fund" shall mean the trust fund established by the Cemetery for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.

2. The term "Cemetery" shall mean that cemetery named on the cover page of these Rules and Regulations.

3. The term "Certificate of Interment Rights" shall mean the document by which the Cemetery conveys to the Owner the exclusive right of sepulture in a particular grave, lawn crypt, crypt or niche.

4. The term "contractor" shall mean any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the Cemetery grounds, other than an employee of the Cemetery.

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

6. The term "entombment" means the placement of human remains in a crypt.

7. The term "grave" means a space of ground in the Cemetery used, or intended to be used, for the interment of human remains.

8. The term "interment" means the disposition of human remains by burial, entombment, or inurnment.

9. The term "Interment Right" shall mean the particular right to inter the remains of a deceased person in a specific interment space within the Cemetery, subject to the limitations set forth herein.

10. The term “interment services” shall refer to the opening and closing of a particular interment space.

11. The term “interment space” shall refer to the particular grave, crypt, niche or lawn crypt within the Cemetery to which a particular Interment Right relates. An Owner of an interment Right, does not, by virtue of such ownership, acquire ownership of the interment space or of any land or improvements within the Cemetery.

12. The term “inurnment” means placement of cremated remains into a niche or plot.

13. The term “lawn crypt” means pre-placed, below ground, chambers, either side by side or multiple depth, covered by earth and sod.

14. The term “memorial” shall mean (a) a monument, tombstone, grave marker, tablet or headstone identifying a grave or graves; or (b) a nameplate or inscription identifying a crypt or niche.

15. The term “niche” means a space used, or intended to be used, for inurnment of cremated human remains.

16. The term “outer burial container” shall refer to the rigid outer container used to surround a casket or a cremated remains container, and shall include the products commonly known as vaults and grave liners.

17. The term “Owner” shall mean the owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery’s records.

18. The term “plot” means space in the Cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one of more adjoining graves, one or more adjoining crypts, or one or more adjoining niches.

19. The term “Purchase Agreement” shall mean that written contract between the Cemetery and a purchaser pursuant to which the Cemetery agrees to sell and the purchaser agrees to buy Interment Rights in the Cemetery.

OWNERSHIP OF INTERMENT RIGHTS

20. Interment Rights within the Cemetery shall be used for no purpose other than for the interment and/or memorialization of human remains.

21. A Certificate of Interment Rights shall be issued to each Owner upon full payment of the purchase price of an Interment Right. Each Interment Right shall be subject to (a) all applicable laws and governmental regulations; (b) the Articles of incorporation and other documents establishing the Cemetery; and (c) all Rules and Regulations adopted by the Cemetery, as now in forces or as hereafter amended or adopted, whether or not as set forth herein. The Certificate of interment Rights, Purchase Agreement and these Rules and Regulations, and any amendments hereto, shall constitute the sole agreement between the Cemetery and the Owner, and no statement of any sales agent or other Cemetery employee to the contrary shall bind the Cemetery.

22. The person named in the Certificate of Interment Rights issued and of record will be presumed to be the Owner of the Interment Right unless the Cemetery approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended. All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Interment Rights.

23. Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall revise its records to reflect ownership of Interment Rights in accordance with such Order.

24. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the state in which the Cemetery is located, subject to the Interment Rights of the deceased and his or her surviving spouse. Where such a transfer of ownership results in multiple Owners of any Interment Rights, each co-owner shall have the right to be interred in any interment space of the co-owners which has not been used at the time of that co-owner's death, and the consent of the other co-owners shall not be required for any such interment; however, no co-owner may convey an Interment Right, or authorize

the interment of anyone other than a co-owner, without the consent of all other co-owners of that Interment Right.

25. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy immediately vests in the survivor or survivors, subject to the vested interment Right of the remains of the deceased joint tenant.

26. When there are two or more Owners, they may designate one or more person for the purpose of granting authorization for one interments, memorialization, etc. with respect to the Interment Rights of such owners. Any such designation shall be made in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-owner, provided no other co-owner has notified the Cemetery of an objection prior to the Cemetery's acting on such direction.

27. The Cemetery shall have the right to refuse to consent to a transferor to an assignment of any Interment Right until the purchase price of the Interment Right has been paid in full.

SUPERVISION OF THE CEMETERY

28. The Cemetery reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery.

29. The Cemetery shall take reasonable precautions to protect against loss or damage to property or rights within the Cemetery; but it expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and specifically, but not by way of limitation, from loss or damage caused by the elements, an act of God, common enemy, thieves, assailants, vandals, strikers, lockout or labor trouble, malicious mischief makers, explosion, unavoidable accident, invasion, insurrection, riot, government act or regulation or order of any military or civil authority, whether the loss or damage be direct or indirect.

30. The Cemetery reserves and shall have the right to correct any errors that may be made by it in making interments, disinterment, or sales, transfers or conveyances of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of comparable value an similar location (to the extent possible) as may be selected by the Cemetery. Alternatively, the Cemetery, in its sole discretion may refund the amount of money paid on account of the purchase of the Interment Rights, merchandise or services to which the error relates. In the event such error shall involve the interment of the remains of any person in an incorrect location, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to the correct location or to a similar location of comparable value, as may be selected by the Cemetery. The Cemetery shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this paragraph.

31. The Cemetery reserves the right to enlarge, reduce, replat or change the boundaries or grading of the cemetery or of a section or sections thereof, from time to time, including the right to modify or change the locations of, or remove or re-grade features, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery further reserves the right to lay, maintain, operate, alter or change pipelines or gutters for sprinkling systems, drainage and lakes as well as the right to use the Cemetery property, not sold to Owners, for cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary,

incidental or convenient thereto.

32. The Cemetery shall have sole and exclusive authority with respect to the planting, sodding, surveying and improvement within the Cemetery.

33. No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the Cemetery without written authorization issued by the Cemetery management, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity.

34. If any tree, shrub or plant, by means of its roots, branches, or otherwise, becomes detrimental to the interment space upon which it stands or to ay adjacent interment spaces of avenues, or if for any other reason its removal is deemed necessary, the Cemetery management shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best. In the event of any such removal, the Cemetery shall have no obligation to replace the removed tree, shrub or plant.

SALE AND TRANSFER OF INTERMENT RIGHTS

35. The sale or transfer of any Interment Right by any Owner shall not be biding upon the Cemetery unless such a sale or transfer shall first be approved in writing by a duly authorized representative of the Cemetery and is in accordance with these Rules and Regulations. The procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. The Cemetery shall make available to Owners, upon request, necessary forms to effect any sale or transfer of Interment Rights.

36. Any and all transfers of any Interment Right, whether same be by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which now exist or which my be hereafter enacted or amended. All transfers of ownership shall be subject to a transfer fee as posted in, or available from, the Cemetery office, and which fee must be paid to the Cemetery when the transfer is recorded in the Cemetery's records. No transfer shall be effective until all transfer fees are paid.

37. The subdivision of Interment Rights or partition of interment spaces are not allowed without the written consent of the Cemetery. No conditional or partial transfer if Interment Rights and no sale or conveyance of an undivided interest therein, except to a person or persons who are already Co-Owners, will be permitted.

38. All agreements for the purchase of Cemetery Interment Rights must be on forms approved an signed by an authorized representative of the Cemetery.

39. The Cemetery may, at its option, accept exchanges of Interment Rights when desired by Owners, subject to prior written approval of an authorized representative of the Cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery and/or the Owner shall provide such other documentation as the Cemetery may require. The Cemetery reserves the right to charge a fee for any such exchange.

40. Removal of interred, entombed or inurned remains by heirs, Owners or any other person having an interest in any Interment Rights, for the purpose of reselling the Interment Rights, is prohibited.

41. Interment rights shall be purchased solely for the purpose of personal or family interment of the interment of the person designated in the Purchase Agreement or Certificate of Interment Rights, and not for purposes of speculation. The demand for,

and receipt of, any compensation by an Owner for allowing interment in an interment space with respect to which the Owner owns Interment Rights is prohibited.

42. The Cemetery shall not be obligated to honor or abide by any agreement or provision contained in any Purchase Agreement, Certificate of Interment Rights or other document which limits or restricts the sale, use or ownership of Interment Rights in the Cemetery, or a particular section thereof, to person of a particular race, religion or national origin, if the Cemetery management, in its sole discretion, believes in good faith upon advice of legal counsel that such restriction is contrary to applicable law.

INTERMENT REGULATIONS

43. All Cemetery charges and fees for interment services, Interment Rights and care and maintenance must be paid in full before an interment is made in a particular interment space within the Cemetery. All fees for disinterments must also be paid in advance.

44. The Cemetery must be provided with such advance notice as is posted or otherwise available in the office of the Cemetery, before an interment can be performed. Exceptions will be made only in cases of death from contagious disease or when so ordered by the authorized representatives of the Cemetery.

45. The Cemetery may postpone or reschedule a graveside or other interment service if, in the opinion of the Cemetery's management, too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the Cemetery (including, but not limited to, work stoppage or work slow down.)

46. Prior to permitting any interment within the Cemetery, the Cemetery shall require the written authorization duly executed by both the Owner of the Interment Rights (subject to the provisions of Section 24 hereof where co-ownership of involved) and the next of kin of the deceased or their respective authorized representative(s). Such authorization shall be on forms provided by the Cemetery. The written authorization may be forwarded to the Cemetery by facsimile transmission if it has been signed before a notary public. If it is not possible to have the authorization notarized, the authorization may be accepted if accompanied by some form of positive identification, a driver's license, for example.

47. As a condition to performing any disinterment, the Cemetery requires written authorization signed by the Owner and deceased's next of kin or their respective authorized representative(s) on a form approved by the Cemetery. All disinterments must be conducted in accordance with state and local laws.

48. The Cemetery shall exercise due care in making disinterments, but shall assume no liability for damage to any body, casket, outer burial receptacle, or urn in making a disinterment in accordance with written instructions of the Owner or his duly authorized representative(s). When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the Cemetery's specifications must be furnished

by the Owner or next of kin for the new interment.

49. No more than one human remains shall be interred in one interment space, unless specifically authorized in writing by the Owner and next of kin or their respective representative(s) and the Cemetery. In the event the Cemetery elects to allow the interment of more than one human remains in a particular interment space, the Cemetery shall charge a separate fee for each right of interment in a particular interment space as well as a separate fee for each interment service provided.

50. If no provision has been made for an interment space for a particular deceased received by the Cemetery, it may temporarily place the remains received by it in a holding facility, crypt, or other suitable place, subject to any state or local sanitary code requirements. The length of time such remains will be retained by the Cemetery will be the sole judgment of the Cemetery management. The Cemetery reserves the right to charge a fee for such temporary interment.

51. The scattering or placement of cremated remains shall be permitted only in designated sections of the Cemetery, if any, and upon the written approval of the Cemetery and subject to the payment of all applicable Cemetery fees and compliance with all applicable laws.

52. All interments and disinterments within the Cemetery shall be performed only by authorized Cemetery personnel.

53. The Cemetery may require that all persons attending an interment or disinterment remain at a safe distance, as determined by the Cemetery, from the interment space during the interment or disinterment process.

54. The Cemetery relies upon the identification of the deceased provided by the next of kin or authorized representative, and shall have no obligation to independently establish or verify the identity of the remains to be interred or cremated.

55. The Cemetery shall not be liable for any delay in interment (i) where a protest to the interment has been made, or (ii) which results from noncompliance with the Rules and Regulations of the Cemetery. The Cemetery reserves the right to temporarily place the remains in a holding facility, crypt or other suitable place, subject to any state or local sanitary code requirements, until the protest or noncompliance has been resolved and further reserves the right to impose reasonable fees for such temporary holding. All protests must be in writing and filed in the Cemetery office.

GENERAL REGULATIONS

56. No dogs, or other animals, except guide dogs, shall be permitted in the Cemetery.

57. The possession or consumption of illegal drugs or alcoholic beverages within the Cemetery is strictly forbidden.

58. No boxes, shells, toys, pin wheels, glassware, sprinkling cans, receptacles, or similar items, other than vases meeting the Cemetery's specifications which have been placed with the Cemetery's permission, will be permitted to be placed on any interment space or elsewhere within the Cemetery, and if placed, the Cemetery may remove any such items.

59. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the Cemetery.

60. No benches, chairs or like items shall be permitted to be brought upon the Cemetery grounds, unless authorized in writing by the Cemetery.

61. No person shall be permitted to enter or leave the Cemetery except by the public entrance(s), which will be open during such hours as are specified and posted in the Cemetery office.

62. Any person entering the Cemetery other than during posted visiting hours, without prior authorization from the Cemetery management, will be considered a trespasser.

63. Upon entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly authorized representative of the Cemetery.

64. Automobiles shall not be driven through the grounds in excess of a safe speed, and shall always be driven on the right side of the Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways, and are not allowed to park or to come to a full stop in front of an open grave, unless in connection with a graveside service.

65. All floral decorations, whether natural or artificial, shall be subject to the Cemetery's written policies concerning same as are posted or on file and available for inspection in the Cemetery's office. The Cemetery may remove all floral designs, artificial or natural, flowers, weeds, trees, shrubs, or plants of any kind from the Cemetery as soon as, in the judgment of the Cemetery management, they become unsightly or diseased, or if they do not conform to the Cemetery's policies.

66. No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.

67. Except where otherwise expressly permitted by the Cemetery management, all persons are strictly forbidden to fish, hunt or to feed or disturb the fish, fowl or other animals within the cemetery.

68. The Cemetery reserves to itself, an to those lawfully entitled thereto, a perpetual right of ingress and egress over interment spaces for the purpose of passage to and from other interment spaces. Except as may be necessary to gain access to other interment spaces with in the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.

69. No trees, shrubs or other plants may be planted by anyone other than the Cemetery, except with the express written permission of the Cemetery. In the event any such planting is allowed, the Cemetery reserves the right to perform whatever maintenance it deems necessary to preserve the appearance of such landscaping , including omplete removal of the landscaping if, in the opinion of the Cemetery, it should become unsightly.

70. No person shall remove any plant or flower, either wild or cultivated, from any part of the Cemetery.

71. Visitors and Owners may not hire Cemetery employees nor pay them any monies to perform any services.

72. The Cemetery grounds are sacredly devoted to the burial of the human dead and the provisions and penalties of the law, as provided by statue, will be strictly enforced in all cases of wanton injury, disturbance and disregard of these Rules and Regulations.

73. No person or persons, other than law enforcement authorities or Cemetery security personnel, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor and then only when in charge of a military officer and during a military service, and upon prior approval of the Cemetery.

OUTER BURIAL CONTAINERS, MEMORIALS, FOUNDATIONS AND INSTALLATION

74. In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all outer burial containers, memorials and foundations which are placed in the Cemetery.

75. The Specifications for outer burial containers, memorials and foundations prescribed by the Cemetery are filed in the office of the Cemetery and will be furnished upon request. All outer burial containers, memorial and foundations placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. Written approval by an authorized representative of the Cemetery must be secured before any outer burial container, memorial or foundation may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any outer burial container, memorial, foundation , embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect. The Cemetery also reserves the right to specify the date and time for any installation by a contractor.

76. No outer burial container, memorial or foundation shall be placed on or removed from the Cemetery without the prior written authorization of both the Owner of the particular interment space and the deceased's next of kin, or their respective authorized representative (s), except if and to the extent necessary for purposes of routine maintenance and landscaping.

77. All Cemetery charges and fees for Interment Rights , memorials, endowment or perpetual care, memorial installation inspection fee and other applicable charges and fees must be paid in full before any memorial or foundation may be placed on any interment space within the Cemetery. Any memorial which is placed prior to full payment of all such charges my be removed by the Cemetery, at the Owner's expense, if full payment is not made within ten days of demand therefore.

78. In the event an outer burial container, memorial, foundation or other object is placed or constructed in the Cemetery without authorization of the Cemetery and other appropriate persons as provided herein, the Cemetery reserves and shall have the

right, at the Owner's expense, to remove any unauthorized outer burial container, memorial or other object.

79. The Cemetery reserves and shall have the right to correct any error that may be made in the location of an interment space or placing of an outer burial container, memorial, foundation, or other embellishment within the Cemetery. The Cemetery shall also have the right to correct any inscription errors, including an incorrect name or date either on a memorial, nameplate, urn, other item. The Cemetery shall have no liability as a result of any error of the type described in this section, other than the obligation to correct it.

80. The Cemetery's obligation in the event of defective workmanship or defective materials, furnished or performed by the Cemetery, in connection with outer burial containers, memorials or foundations, or the installation thereof, shall be limited to replacement, repair or correction of such materials or installation.

81. Certain portions of the Cemetery have been restricted to designated types of memorials. Information concerning memorials, memorial structures, memorial specifications and other embellishments is available in the office of the Cemetery.

82. The Cemetery reserves the right to prohibit the placement of memorial benches or to restrict such benches to certain areas of the Cemetery. No bench may be placed which, in the opinion of the Cemetery's management, is unsightly or injurious to the appearance of the surrounding area. Every bench shall have a suitable foundation and meet the specifications on file in the Cemetery's office. The Cemetery reserves the right to remove any bench which does not comply with this section.

83. Only one memorial may be placed on any one interment space, except with the express written permission of an authorized representative of the Cemetery. No memorial may be place to embraced two or more interment spaces except as my be specifically authorized by the Cemetery. The name and inscription on each memorial must correspond with the legal name of the deceased interred in the interment space or memorialized on that interment space, where there is no interment. All memorials shall be set on uniform lines as prescribed the Cemetery, to conform to the general plan of the Cemetery.

84. If any memorial, structure, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves and shall have the right to (a) refuse to authorize the placement of such memorial or object; or (b) if already in place, the Cemetery shall have the right to remove, change or correct, at the Owner's expense

any such offensive or improper memorial, object or inscription.

85. Should any memorial become unsightly, dilapidated or a nuisance, the Cemetery shall have the right to repair the memorial, or at is option, to remove and replace the same. The cost of any repair, removal or replacement shall be paid by the Owner of the Interment Rights.

86. Except as otherwise provided herein, no memorial may be removed from an interment space within the Cemetery, without the prior written consent of the Owner and next of kin of the deceased, or their respective authorized representative (s). Any such removal shall be made in accordance with the applicable requirements of the Cemetery relating to installation and removal of memorials.

87. All ground interments made within the Cemetery shall require an outer burial container meeting the Cemetery's specification, which are on file in the Cemetery office.

88. All applicable Cemetery fees relating to outer burial containers, and outer burial container installation must be paid prior to installation of any outer burial container in the Cemetery unless the Cemetery has specifically agreed otherwise in writing. A schedule of the current Cemetery fees is available in the office of the Cemetery.

89. The Cemetery has established installation requirements for the installation of outer burial containers, memorials and foundation and all installations performed within the Cemetery must fully comply with these requirements. The Cemetery's specifications and installation requirements are on file and available in the office of the Cemetery.

90. There shall be submitted to the Cemetery for approval a blueprint, sketch or other adequate description of each outer burial container, memorial or foundation specifying material, size, inscription, name of manufacturer and style number prior to receiving authorization to place any outer burial container, memorial or foundations within the Cemetery. If an outer burial container, memorial or foundation style and material is a standardized production item of the same type, style and material it shall only be necessary to submit the required information to the Cemetery once for approval.

91. The Cemetery reserves the right to stop all work of any nature, whenever, it in its opinion, proper preparations therefore 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 Cemetery has been disregarded, or when work is not being executed according to the Cemetery's specifications an installation requirements.

93. The Cemetery shall not be responsible for any defects in material or defects in workmanship, errors or omissions relating to outer burial containers, memorials or foundations purchased from and/or installed by persons or entities other than the Cemetery.

94. Prior to performing any work within the Cemetery, contractor (s) must execute and deliver to the Cemetery an Indemnification Agreement in the form prepared by the Cemetery which is available in the office of the Cemetery. Contractors (s) shall also obtain and furnish to the Cemetery, prior to making any installation, satisfactory evidence of the following:
a) Worker's Compensation insurance.
b) Automobile liability insurance covering owned, non-owned, borrowed and hired vehicles, in the amount of at least $1,000,000 USD for each occurrence of bodily injury or property damage (Combined Single Limit Coverage).
c) Comprehensive general liability insurance covering premises operation, contractual liability, products, and completed operations in the amount of at least $1,000,000 USD for each occurrence of bodily injury or property damage (Combined Single Limit Coverage).
d) Cemetery Compliance Bond in the amount of at least $1,000 USD guaranteeing that work performed by contractor is in accordance with the Cemetery's Rules and Regulations.
e) Employers' liability insurance in the amount of $500,000 USD.
Such insurance policies shall name the Cemetery as an additional insured and provide that the Cemetery shall be notified thirty (30) days in advance of any cancellations or material changes of said insurance coverage or bond.
The Cemetery may waive any or all of the foregoing insurance and bonding requirements upon satisfactory proof, to the satisfaction of the Cemetery, of the contractor's financial responsibility.

95. The Cemetery expressly reserves and shall have the right to inspect the completed installation of outer burial containers, memorials and foundations installed by contractors. An Inspection Fee shall be paid to the Cemetery, in advance, for these services in accordance with the fee schedule on file in the office of the Cemetery.

CARE AND MAINTENANCE

96. The purchase price of all Interment Rights sold and to be sold in the Cemetery, is subject to an additional charge to be deposited into the Care and Maintenance Trust Fund, which amounts are held in trust and invested in accordance with the laws of the state of Hawaii, which the Cemetery is located. Care and maintenance means that, within the limits permitted by the income derived from the Care and Maintenance Trust Fund, the Cemetery grounds will be maintained and preserved including cutting of grass, and trimming of shrubs and trees at reasonable intervals; the procuring of, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose and replacing the same when necessary; keeping in good repair the drains, water lines, roads, buildings, fences and other structures including features and embellishments of a general character applicable to the Cemetery as a whole or as to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having the same available to the public authorities and other interested person.

97. The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the Cemetery under the provisions of a Care and Maintenance Trust Fund Agreement. This Trust Fund, however, does not provide for any special care. The Cemetery may, at its sole option, provide special care at an Owner's expense. Estimates for any special care will be made by the Cemetery upon application, and charges for the work must be paid in advance.

98. All care and maintenance performed within the Cemetery, including, but not limited to, all landscaping, grading or improvement of any other kind, shall be performed by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise expressly granted, in writing, by the Cemetery. The Cemetery may permit an outside landscaping contractor to perform landscaping services for an Owner, provided such contractor an such work comply with the requirements and specifications on file in the Cemetery's office, and provided such work is authorized in writing by the Cemetery. Any such contractor shall also be required to comply with Section 94 of these Rules and Regulations.

99. Care and maintenance provided under the Care and Maintenance Trust Fund does not include maintenance, repair or replacement of any memorial under any circumstance; nor, unless the Cemetery otherwise elects to effect same, the repair or replacement of building, structures or other property when the damage is caused by vandals, thieves, act of God, common enemy, riots, or by order of any military or civil authority, or acts beyond the control of the Cemetery.

100. Expenditures for care and maintenance shall be limited to the income received from the investment of the Care and Maintenance Trust Fund, anything herein stated to the contrary notwithstanding. The Cemetery may, but is not required to, expend such amounts of its general funds as it sees fit to ensure that the proper care and maintenance of the Cemetery is maintained.

101. The income from the Care and Maintenance Trust Fund shall be expended by the Cemetery in such a manner as will, in its judgment, be most advantageous to the Owners as a whole and in accordance with the purpose and provisions of the sate laws governing the expenditure of such funds. The Cemetery has full power and authority to appoint an advisory or investment committee or an investment counsel 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, construction, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds, and buildings thereon, and it may also expend, if necessary, and permitted by law, a portion of the income for attorneys' fees and other costs necessary to the preservation of the legal rights of the Cemetery.

MAUSOLEUM REGULATIONS

102. No entombments shall be made in any above ground crypt unless the remains of the deceased to be entombed therein have been embalmed; provided however, that the Cemetery may, in its discretion, decide to allow entombments of unembalmed human remains if the casket containing such remains is placed in an outside container acceptable to the Cemetery which container is constructed and designed to resist the leakage of body odors and fluids. The cost of said container will be the responsibility of the person arranging for the entombment.

103. Mausoleum crypt decorations shall be limited to such decorations as may be placed in permanent vases. The use of decorations which are either placed on the floor, or free standing easels, or on wrought iron stands, or which are attached directly by wire, tape, glue or such other similar method, is strictly prohibited. The above also applies to columbariums.

104. Except where otherwise expressly authorized by the Cemetery, any lettering or crypt plaques used on any crypt or niche, must be of bronze material and all fittings, adornments, urns, inscriptions, and name plates for crypts or niches are subject to approval by the Cemetery.

105. All remains entombed in mausoleums shall be in a casket or alternative container conforming to the standards as prescribed by the Cemetery. The Cemetery may in its discretion require that mausoleum entombments be in a casket or alternative container, or other container approved by the Cemetery, which is constructed and designed to be resistant to the leakage of fluids and odors.

CASKETS AND ALTERNATIVE CONTAINERS

106. All ground interments shall be made in caskets or alternative containers. All such caskets or alternative containers shall be constructed form at least three□quarter inch (3/4") thick particle board of sufficient strength to support the weight of an adult human body. Alternatively, caskets or alternative containers constructed from cardboard, corrugated fiberboard, pressed paper or similar material may be used if such caskets have been approved by the Cemetery after receipt of satisfactory proof by the Cemetery that such casket has been tested and shown to be sufficient strength to support the weight of an adult human body

107. The Cemetery hereby reserves the right, at any time or times, with or without notice to Owners, to adopt new Rules an Regulations or to amend, alter and/or repeal same at any time. A copy of the Rules and Regulations, and any amendments thereto, shall be made available for inspection upon request at the Cemetery office.

108. Circumstances may arise in which the literal enforcement of the Rules and Regulations may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of the Rules and Regulations when, it its judgment, the same appear advisable. Any such temporary exception, suspension or modifications shall in no way be construed as affecting the general application of these Rules and Regulations.

FLORAL REGULATIONS

The following reasonable regulations are made in the best interest of all concerned in order that Valley Isle Memorial Park may always be a place of abiding beauty and a course of continual satisfaction to the families and friends of those entrusted to our care.

109. Flowers placed on graves shall be in approved subsurface containers. Containers of the approved type are on display at our office.

110. Floral stands, wreaths, baskets, and other floral tributes which are a part of the floral offering at the time of the interment may be removed after four days.

111. The placing of vigil lights or candles, boxes, cans, shells, toys, metal designs, ornaments signs, cards, ads, chairs, settees, vases, glass, wood or iron cases, concrete urns, concrete planter boxes, concrete benches, pictures or any article other than the approved family memorial upon property will not be permitted. The cemetery reserves the right to remove these articles without notice to the property owner and to discard them.

112. During the holiday periods listed below, flowers, decorations, and potted plants are allowed from seven days preceding and following the holiday:
New Year's Day Easter Memorial Day
Mother's Day Father's Day
Thanksgiving Day Christmas Day

113. No granite chips, marble chips, gravel, brick, stone, cement or other similar materials will be permitted on any lot or around family memorials and grave markers.

114. The Cemetery will have the right to fill and level all grave sites and to plant grass on them. As a matter of policy of Valley Isle Memorial Park, we do not allow families to alter the site in any way, for example, digging a trench around the site. The property owner will be liable for any damage caused if they alter the site in any way, unless authorized in writing by the Cemetery. Property owners must sign a grass waiver prior to planting their own grass. All graves must be filled, tamped and finished to the same level as the surrounding ground unless otherwise specified in the Rules and Regulations. All graves will be covered completely with sods. This regulation must be strictly enforced in order to preserve the beautiful, park□like appearance of the lawns and grounds as a whole and to assure the maintenance of the property.

115. The Cemetery will have the right to remove and not replace existing trees, shrubs, and other planting when they become unsightly, diseased, damaged by accident or weather, or for landscaping improvement reasons.

116. Photographs, souvenirs, wreaths, flags, or other emblems are prohibited. If placed there, the Cemetery reserves the right to remove them without notice to the Owner.

117. No dried or silk flowers will be allowed in the park.

BRONZE / GRANITE MEMORIALS

118. Only flat granite or bronze markers will be permitted to be installed in the Cemetery. No upright monuments will be allowed. Only one marker may be placed on any on interment space, except with the express written permission of an authorized representative of the Cemetery.

119. Granite markers of less than three (3) inches in thickness will not be allowed. Bronze markers must be backed by two (2) inches of concrete, reinforced with 1/4 to 1/2 inch iron or steel rods, placed diagonally from one corner to the opposite corner and one (1) inch along the sides of the marker. The concrete backing shall be no more than the width and length of the marker. Bronze markers may be placed on a polystyrene base a the discretion of the Cemetery. Polystyrene base must have 100 year warranty.

120. The size specifications for the memorial markers shall be:

Bronze Companion Marker ..... 36" x 13"
Granite Companion Marker ..... 36" x 14"
Bronze or Granite Single Marker ..... 24" x 12"
Bronze or Granite Infant Marker ..... 18" x 9"
Bronze Teddy Bear Infant Marker..... 13" x 13"
Bronze or Granite Lawn Inurnment Marker..... 18" x 12"
Bronze Double Site Marker ..... 56" x 16"
Bronze Half Ledger ..... 24" x 30"
Bronze Full Ledger ..... 32" x 72"

The sign and design of larger markers intended for more than four (4) names shall require prior approval on an individual basis by the Cemetery.

121. The size specifications for the memorial bases shall be:

Granite Double Base..... 40" x 17" x 3" OR 40" x 16" x 3"
Granite Single Base ..... 28" x 16" x 3"
Polystyrene Double Base..... 40" x 17" x 3" to 4"
Polystyrene Single Base..... 28" x 17" x 3" to 4"

122. The size specifications for the outer burial containers shall be:

Vantage Vault
94.38"x 34.25"x 28.99" (L x W x H)
(Propylene Copolymers)
OR
Polygaurd Vault
95.5" x 35" x 33" (L x W x H)
(Ployurethane)

Valley Isle Memorial Park
Haiku, Maui, Hawaii 96708

Sales office: 105 Waiale Road, Wailuku, Maui, Hawaii 96793