

**RULES AND REGULATIONS
OF
GRACELAND CEMETERY
OWNED AND OPERATED BY
GRACELAND CEMETERY ASSOCIATION, INC.**

PREAMBLE

These Rules and Regulations are founded upon the concept that those who have selected or will in the future select Graceland Cemetery and Mausoleum as the final resting place for their revered dead, would wish to see the preservation on a daily basis of the quiet, dignified, peaceful, beautiful and inspiring atmosphere that presently prevails. These Rules and Regulations are not designed unduly to restrict, restrain, or regiment the rights of anyone in their full enjoyment of Graceland Cemetery and Mausoleum. Accordingly, these uniform Rules and Regulations have been adopted, shall be carefully observed and enforced, and shall be amended only if and when the necessity should arise. Such amendments shall be made only when the Board of Directors of Graceland Cemetery Association, Inc., deems such action necessary or desirable in order to preserve and continue the values above enumerated, and any such amendments shall be made as set forth in Section XIV.

Therefore, the following Rules and Regulations are adopted and shall apply, not only to all of the owners of the rights of interment within Graceland Cemetery and Mausoleum, but also to all visitors, employees, and any others who may enter upon the sacred grounds and halls of Graceland Cemetery and Mausoleum:

I.

COMPLIANCE

Graceland Cemetery Association, Inc., (G.C.A.) reserves the right to require all persons entering the cemetery, and all persons within the cemetery, at any time, to comply with each and every one, and all, of these Rules and Regulations, and with all applicable state, federal, and local laws and regulations.

II.

DEFINITIONS

- (a) The term "cemetery" shall mean the Graceland Cemetery and Mausoleum, situated on Graceland Avenue within the city limits of Abbeville, Louisiana, including the developed, as well as the undeveloped areas, walkways and roadways, all within the periphery of the property.
- (b) The term "interment" shall mean entombment, burial, or inurnment of the remains of a deceased person.
- (c) The term "G.C.A." shall mean Graceland Cemetery Association, Inc., a Louisiana corporation domiciled in the city of Abbeville, Vermilion Parish, LA, with its principal office at Abbeville, Vermilion Parish, LA.
- (d) The term "memorial" shall mean:

- i. Any crypt or crypts (where more than one crypt is owned by an owner), sarcophagus, or private room, in any community mausoleum in the cemetery.
 - ii. Any lot, with or without (1) marker or markers, (2) monument, (3) tomb, or (4) private mausoleum, in the cemetery.
 - iii. Any niche in a columbarium.
 - iv. Any other place of interment within the cemetery.
- (e) The term "Owner" shall mean the owner of any right of interment within the cemetery.
 - (f) The term "Officer" shall mean the president, any vice-president, secretary, treasurer or any other person who is specifically authorized by a Resolution of Graceland Cemetery Association Board of Directors.
 - (g) The term "right of interment" shall mean the right to entomb, bury or inurn the remains of a deceased person.

III.

USE OF CEMETERY

- (a) Persons, while within the cemetery, shall use only the roadways and walkways as provided by Graceland Cemetery and Mausoleum, all of which roadways and walkways are and shall remain private roadways and walkways, but all such roadways and walkways shall be subject to change by G.C.A. at any time.
- (b) Motor vehicles shall be driven solely on the roadways and at no greater speed than fifteen (15) miles per hour. Drivers of automobiles and other vehicles must be properly licensed to operate such vehicles and must obey the directional signs established by G.C.A. Automobiles and other vehicles shall not turn around on the roadways and shall not park or come to a full stop in front of any open grave, tomb, or private mausoleum, unless such vehicles are involved in or connected with a funeral. Any driver, who drives an automobile, or other vehicle upon a lawn area, across drainage gutters, or on any area within the cemetery other than the roadways, shall be liable to G.C.A. for such damage as may result therefrom. Roadways and such parking areas as may be provided by Graceland Cemetery and Mausoleum shall be used only for visitation, while conducting business with G.C.A., attendance at funerals, and for such other purposes as may be authorized by G.C.A., and shall not be used as public parking areas. All parking areas reserved for automobiles and other vehicles involved in or participating in a funeral shall not be utilized by any other persons within the cemetery, when such parking areas are being so used. All "No Parking--Funeral" signs must be obeyed.
- (c) Busses or vehicles of cumbersome description will not be allowed to enter the cemetery except by special permission of the Sexton or of an Officer of G.C.A.
- (d) G.C.A. reserves the right (1) to enlarge, reduce, replat, or change the boundaries and/or grading of the cemetery, as well as any portion or portions thereof, (2) to modify or change the locations of, or to remove or regrade any of the walkways and/or roadways, within the cemetery, (3) to enlarge, including enlargement by increasing the height by the addition of one or more floors or stories, any community mausoleum within the cemetery, (4) to lay, maintain and operate or alter or change any pipes, including drainage pipes and/or electrical lines within the cemetery, (5) to use any portion or portions of Graceland Cemetery and Mausoleum property that has not theretofore been sold to individual Owners

for G.C.A.'s own purpose in connection with the operation of the cemetery, including, without limitation, the interring and preparing for the interment of dead human bodies, or for anything considered necessary, incidental, or convenient in relation thereto, and (6) to exercise and to grant others the right of ingress and egress over a memorial in connection with the repair, maintenance, improvement, or operation of the cemetery.

- (e) Children under ten (10) years of age will not be permitted within the cemetery unless accompanied by an adult.
- (f) Receptacles for waste material will be placed and maintained by G.C.A. at convenient places selected by it throughout the cemetery. No one shall move, destroy or damage such receptacles, and the disposition of rubbish within the cemetery shall be solely through the use of such receptacles.
- (g) No bicycles or motorcycles shall be admitted into or operated within the cemetery, except such as may be in actual attendance at a funeral or on a legitimate visitation or business mission.
- (h) The peddling or offering for sale or selling of flowers, plants, commodities, services, trinkets, souvenirs, pictures, etc., shall not be permitted within the cemetery, and no solicitation of any kind may be done within the cemetery without the approval of the G.C.A. Board of Directors.
- (i) No signs, notices, or advertisements of any kind shall be placed within the cemetery, unless the same are placed by or with the permission of the G.C.A. Board of Directors.
- (j) No boxes, shells, discarded glassware, receptacle or containers not authorized hereunder, and no other articles that are not specifically approved by G.C.A., shall be brought into or placed within the cemetery.
- (k) No person shall enter or leave the cemetery, except by the use of the private entrances furnished by Graceland Cemetery for the use of the public.
- (l) Any unauthorized person who is found within the cemetery after visiting hours will be considered a trespasser, since it will be the policy of G.C.A., in an effort to prevent pilferage, theft, vandalism, and the possible desecration of a memorial, to keep the cemetery closed at a reasonable time each twenty-four (24) hours, such closing time to be conspicuously posted within the cemetery.
- (m) No person will be permitted to use profane, obscene, or boisterous language, or in any other way to disturb the quiet and good order of the cemetery.
- (n) Should anyone wish to make an inquiry, give an order, or make a complaint in connection with any matter pertaining to the cemetery or its operation, he/she shall address such inquiry, order, or complaint to the Sexton of Graceland Cemetery.
- (o) The cemetery in its entirety is dedicated to the burial of the human dead, and all applicable and prevailing provisions and penalties of the law may be strictly enforced for all violations.
- (p) There shall be strict observance of all due proprieties, whether embraced in these Rules and Regulations or not; and no improprieties will be tolerated.
- (q) G.C.A. will consider it to be an act of interested cooperation and respect for the dead, if any person calls to its attention any breach of proper decorum that may come to his or her notice.

- (r) Only persons authorized by G.C.A., including military guard of honor, will be permitted to bring into or carry firearms within the cemetery.
- (s) The cemetery shall remain open to the public each day during daylight hours.
- (t) The Sexton, and such other employees as G.C.A. may authorize and designate, shall have the authority to enforce all of these Rules and Regulations; and such officers may exclude and expel from the cemetery any person violating the same.
- (u) The Sexton and such other delegated assistants shall have charge of the operation of the cemetery, and at all times shall have the right of supervision of and control over all persons within the cemetery, including, without limitation, the conduct of funerals, traffic, owners, visitors, and all others.
- (v) Visitors and other persons entering the cemetery accept the premises in its existing condition, with full knowledge that cemeteries may contain obstacles, pitfalls, and obstructions which may present a hazard to the unobservant. All such persons shall exercise due care for their own safety, and G.C.A. shall not be responsible for damages or injuries which may be sustained on account of the condition of the premises, nor on account of the failure of any person to exercise due care for his or her own safety.

IV.

USE OF RIGHTS OF INTERMENT

OR MEMORIAL

- (a) The right to use any memorial shall be limited to the interment of the remains of the human dead, regardless of the nature, right, or extent of ownership of the memorial.
- (b) G.C.A. is not the insurer, nor shall it be responsible for the loss, theft, or damage to anything that may be placed on or in connection with a memorial, whether the same be so placed with or without G.C.A.'s permission.
- (c) G.C.A. shall always respect the private property of the Owner of a memorial within the cemetery, and G.C.A. shall at all times refrain, as far as possible, from unnecessarily touching or handling the property of others within the cemetery; and all other persons who enter the cemetery shall do likewise.
- (d) Each Owner is vested with the ownership of his right of interment or memorial as defined by Louisiana law for the sole purpose of the interment of dead human bodies. Rights of interment and memorials may be transferred only with the written consent of the Sexton. No use, division, or improvement may be made without G.C.A.'s approval. An Owner of a right of interment or memorial may dispose of the same by Will or Donation Inter Vivos; and if an Owner dies intestate, the ownership of the rights of interment or memorial owned by said decedent shall descend to his or her heirs, according to the laws of the State of Louisiana and subject to the foregoing terms, provisions and conditions.
- (e) Where a right of interment or a memorial is owned by several persons, G.C.A. shall not be obligated to recognize a transfer of any kind of a right of interment or memorial, without the written concurrence of all Owners.
- (f) Rights of interment and/or memorials in Graceland Cemetery and Mausoleum may be purchased only with the written approval of the Sexton, and then such purchase shall be subject to these Rules and Regulations, as hereafter amended, and for the purpose of

interment only; and this restriction shall apply to all sales, whether made directly by G.C.A., or by the Owner of the interment right or memorial.

- (g) All Agreements for the purchase of rights of interment or of a memorial, as well as any amendment or supplement thereto, shall be on forms approved by G.C.A. and signed by the Sexton. All terms and conditions for the purchase of rights of interment or memorials must be set forth in the Sale of Right of Interment, amendment, or supplement thereto; and no oral agreements, representations, or warranties shall ever be recognized.
- (h) G.C.A. may exchange or consent to the exchange of a right of interment or memorial, when desired by an Owner, but, in no case will G.C.A. be obligated to make any refund. However, when such an exchange is made, the original executed copy of the Sale of Right of Interment shall be surrendered by proper endorsement, or by reconveyance if considered necessary by G.C.A., before any such change is effected.
- (i) G.C.A. reserves the right to refuse interment in a memorial that is constructed so as to provide more than one interment per space if the condition of the previous interment, as determined in the discretion of G.C.A., does not warrant such reuse. G.C.A. shall have the right to require a member of the family as a witness in making preparations for such reuse.
- (j) Upon presentation of a Sale of Right of Interment, or in the absence of the presentation of a Sale of Right of Interment upon the presentation of a notarized affidavit, with a request for interment, disinterment, removal, or transfer of remains, G.C.A. shall have the right, but not the obligation, to grant to the holder of said Sale of Right of Interment or to the affiant, as the case may be, the right to complete the said interment, disinterment, removal, or transfer, unless a protest in writing shall have been made and filed with G.C.A. by a dissenting party or parties prior to the time of the proposed interment, disinterment, removal, or transfer.
- (k) Prior to the time of interment, disinterment, removal, or transfer (a) the formal legal Sale of Right of Interment (or a properly executed, witnessed, and notarized affidavit by at least one informed but disinterested person) establishing the ownership of the memorial to be used, (b) the required burial transit permit, and (c) a signed authorization on the form furnished by G.C.A. shall be delivered to G.C.A.; and G.C.A. shall have no obligation to proceed unless it receives such Sale of Right of Interment or affidavit, permit, and authorization.
- (l) Only Funeral Homes, vault companies, marble and granite companies, or other persons or entities authorized by G.C.A. shall perform work in Graceland Cemetery, and then only after obtaining a permit, and paying the fees as set by the G.C.A. Board of Directors.
- (m) Multiple interments in a single cemetery space shall be limited to a husband and wife and their children of the first degree, no more than two of which shall be non-cremated human remains.

V.

TRANSFER OF OWNERSHIP

- (a) The sale or transfer of any right or interment or memorial shall not be binding upon G.C.A. until and unless the same shall have been approved, in writing, by the Sexton and duly recorded in the official records of G.C.A. The declared purpose for this strict requirement is to insure at all times that G.C.A. will have complete and accurate records.

- (b) G.C.A. may refuse to give its consent to a sale or transfer of a memorial as long as there is any indebtedness due to G.C.A. for the right of interment or memorial that is to be transferred.
- (c) Any and all transfers of any right of interment or memorial, whether by conveyance or by assignment of a Sale of Right of Interment, shall be subject to all of the terms, provisions, and conditions of these Rules and Regulations, as hereinafter amended.
- (d) All transfers of rights of interment or memorials shall be subject to the payment of such reasonable fees and charges as may be established by G.C.A., and such fees and charges shall be paid to G.C.A. before any transfer is approved by G.C.A. and recorded on its records.
- (e) No subdivision of ownership of a right of interment or memorial shall be permitted without the written consent of G.C.A.
- (f) In any instance where G.C.A. makes an interment on the authority of any person who presents the *official* Sale of Right of Interment to the interment space or memorial in which said interment is to be made, G.C.A.'s right to make said interment shall be conclusively presumed; but G.C.A. shall have the right to refuse with impunity to permit an interment if it receives a written protest from any person who, in the sole judgment of an Officer of G.C.A., has a reasonable basis for protesting.
- (g) In dealing with an Owner, G.C.A. may recognize, for all purposes, the last address of said Owner that is on file in the Office of the Secretary of G.C.A.; and any notice forwarded by G.C.A. to said address shall be conclusively considered as sufficient and proper legal notification for any and all purposes. If an Owner wishes to change his official address, it shall be his duty to notify G.C.A. in writing, and when such a notice is received by G.C.A., the Owner's address shall be promptly changed on G.C.A.'s records and thereafter said new address shall prevail for all purposes.

VI.

CORRECTION OF ERRORS

G.C.A. reserves the right to correct any and all errors that may occur in or in connection with the operation of the cemetery, including, without limitation, those involving, or in connection with, the making of an interment, disinterment, or removal, or in the description, transfer, granting the right to use, or conveyance of a memorial, and in this connection G.C.A. shall have the right to substitute, grant the right of use, or convey, in order to correct any such errors, other interment rights, approximately equal in value and location insofar as feasible, as selected by G.C.A.; or, in the sole discretion of G.C.A., the correction of an error may be accomplished by the refunding of the amount of money paid on account of the acquisition or use of a memorial. In the event an error shall involve an interment, G.C.A. shall have the right to remove and transfer the remains that are involved.

VII.

MAINTENANCE, CONSTRUCTION, REPAIRS AND IMPROVEMENTS

- (a) Work on interment spaces or memorials shall not be performed except by the employees of approved monument companies, or under the direction and supervision of G.C.A. No such work shall be undertaken (except such work as may be required of G.C.A. under its

obligation to furnish normal care) without the consent of the Owner of the interment space or memorial. All grading, landscape work, and improvements of any kind and the care of all interment spaces and memorials shall be done, and all trees, shrubs and herbs of any kind shall be planted, trimmed, cut or removed, solely by G.C.A., its employees, or persons otherwise authorized by G.C.A.

- (b) All openings and closings of interment spaces, as well as all interments and removals shall be performed only by companies approved by G.C.A.
- (c) No enclosure or embellishment of any kind, such as a cover, fence, coping, hedge, or ditch, shall be permitted around or abutting, in whole or in part, a memorial on any side unless approved in writing by the Sexton. The established grade of any lot shall not be altered in any way except as approved in writing by an Officer of G.C.A.
- (d) The Officers of G.C.A., or the agents, servants, employees, or licensees of G.C.A., shall direct and supervise any and all improvements that are made within the cemetery, including planting, sodding, surveying, and the erection of improvements.
- (e) No persons, other than the duly authorized employees of G.C.A. or of approved vault companies, shall be allowed to perform any work of any kind within the cemetery without written approval of the proposed plans and specifications covering said work having been submitted to the Sexton, and such work shall not be undertaken until and unless it is authorized in writing by the Sexton
- (f) If any tree, shrub or plant, or the roots, branches, trunks, or leaves therefrom become detrimental to any grave or monument in the judgment of the Sexton, they may be removed by G.C.A. without any liability on its part.
- (g) No person other than the duly authorized employees of G.C.A. shall pluck, trim, mutilate, or destroy any tree, shrub, plant, or flower, whether wild or cultivated, in any part of the cemetery without proper authority.
- (h) No concrete, wooden, or cast iron bench or chair, and no wooden or wire trellis shall be brought into the cemetery, except as may be authorized by the G.C.A. Board of Directors.
- (i) Foot markers shall be placed at ground level so as not to interfere with normal grounds maintenance.
- (j) Although a management fund has been created to assist with the maintenance, care, and beautification of Graceland Cemetery, G.C.A. does not guarantee perpetual care, and Graceland Cemetery shall in no way be regarded as a perpetual care cemetery as that term is defined by Louisiana law.

VIII.

FUNERALS

- (a) Funeral and flower delivery vehicles, upon entering the cemetery, shall be subject to the direction and control of the Officers, Sexton, or other authorized employees of G.C.A.
- (b) At least twenty-four (24) hours advance notice shall be given to G.C.A. of the time of a funeral. Exceptions to this rule will be recognized only when approved by the Sexton of Graceland Cemetery. The location of the interment(s) to be made in a memorial to be utilized shall be designated in writing by the Owner, or his duly authorized representative, or his widow, or by an heir or the legal representative of his estate. Should no such

designation being timely made, G.C.A. reserves the right to make the interment in a location designated by the Sexton, and G.C.A. shall not be responsible for errors, mistakes, or delays in following such instructions as may be furnished to it provided it acts in good faith.

IX.

DISINTERMENTS, TRANSFERS, AND REMOVALS OF REMAINS

- (a) Disinterments, transfers, and/or removals of remains, contrary to the expressed or implied wish of the Owner (or of one or more duly established successor Owners) of a memorial in which such remains have previously been interred, are absolutely prohibited. Otherwise, such remains may be disinterred, removed, and transferred from their original memorial to any other memorial within the cemetery, provided that the right to use which is properly established.
- (b) G.C.A. agrees to exercise due care in making a disinterment, removal, or transfer; and assumes no liability for any damage to any coffin, casket, burial case, urn, or any other burial container, that may result from or in connection with the making of disinterments, removals, or transfers.

X.

POLICY CONCERNING FLOWERS, PLANTS AND SHRUBS

- (a) G.C.A. recognizes that the living flowers and plants that will be brought into Graceland Cemetery and Mausoleum from time to time will unquestionably add immeasurably to its exquisite beauty. Nevertheless, G.C.A. recognizes that such living flowers and plants eventually wither and die, and that potted plants freeze when exposed to the elements in cold weather. It is the policy of G.C.A. to encourage the custom of placing fresh cut flowers or small plants in authorized containers and vases, however, G.C.A. reserves the right, but shall not have the obligation, to have its employees remove and discard such flowers or small plants when they wither and die or freeze.
- (b) The provisions of the above Subparagraph shall apply to a patio mausoleum and garden mausoleum, except that freshly cut flowers may be placed in authorized vases on crypt fronts.
- (c) Freshly cut flowers may be placed on or near tombs in granite or marble vases, equipped with proper containers, or in bronze vases, subject to G.C.A. approval; and small plants in small earthenware or plastic pots, provided the same be placed in earthenware or plastic saucers and not in wooden or metal saucers. If this policy is violated, the employees of G.C.A. shall be authorized to remove and discard any nonconforming vase, pot, or saucer.
- (d) Subsurface pots or plantings are not allowed in Graceland Cemetery without the approval of the Sexton. Granite, marble, and bronze vases may be placed on a monument or on a base on any ground plot.
- (e) No funeral flower stands shall be permitted except at the time of a funeral service and then only in connection with said services. Stands or other holders containing flowers or other decorations in connection with a funeral service or burial may be removed by G.C.A.

employees as soon as their contents fade, wither, or freeze.

- (f) G.C.A. assumes no responsibility for watering or for furnishing any other care to flowers, nor for any other articles left on or around graves in Graceland Cemetery.
- (g) Artificial flowers shall be placed in containers, and shall not be placed on the ground. If placed on the ground they may be removed by cemetery Sexton or other authorized person.
- (h) Potted plants must be removed by the owner no later than 30 days after placing them in the cemetery.
- (i) All vases should contain drain holes. It shall be the responsibility of the provider of the vase to maintain the effectiveness of the drain holes.

XI.

INSCRIPTIONS, EMBLEMS, MARKERS AND PICTURES

- (a) No emblem, marker or monument may be removed from the cemetery unless the written order of the Owner of record be presented at the office of the Secretary of G.C.A. and permission be granted by or the same is removed by G.C.A. under the authority herein otherwise stated.
- (b) No inscription, emblem, or marker shall be approved if considered objectionable by G.C.A. Moreover, if any memorial or inscription on a memorial or on any other structure whatsoever shall be determined by the Sexton or by an officer of G.C.A. to be objectionable said Sexton or officer shall report same to the Board of Directors which shall have the right to enter upon such memorial or other structure and to remove, change or correct the said objectionable memorial, structure, or inscription at the expense of the person who placed it there.
- (c) The flag of the United States of America shall fly over the front of the cemetery at all such times as the G.C.A. Board of Directors may deem appropriate, to honor the memory of all those individuals interred in Graceland Cemetery and Mausoleum and, among those, especially the men and women who gave their lives for their country while serving in the United States Armed Services. In addition, individual flags (not exceeding twelve (12) inches in height and seventeen (17) inches in width, on staffs of not more than thirty-two (32) inches in height) approved by G.C.A. may be displayed two days before, during, and two days after Flag Day and Memorial Day, following which time, in the interest of maintenance and continuity, G.C.A. shall have and reserves the right to remove individual flags which may have been displayed throughout the cemetery.

XII.

CARE OF MONUMENTS, TOMBS, MAUSOLEUMS, ETC.

- (a) G.C.A. shall use every reasonable precaution to protect the memorials within the cemetery against loss or damage; but G.C.A. assumes no responsibility, direct or indirect, for the loss or damage that may result from causes beyond its reasonable control, including without limitation such loss or damage as may be caused by the elements, decay, an act of God, common enemy, thieves, vandals, strikers, rioters, revolutionaries, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrection, or by any persons acting under an order of any military or civil authority. Under no circumstances shall G.C.A. ever

be held liable or responsible beyond the cost of repairing actual damage to a memorial.

- (b) However, if it should become necessary in the opinion of G.C.A. to repair, maintain, or reconstruct any memorial, including any portion or portions thereof, on account of any loss or damage resulting from any one or more of the causes specified in the preceding Subparagraph (a), G.C.A. shall give a ten (10)-day written notice of its opinion as to the necessity for such repair or reconstruction to the Owner of record, at the last address appearing on G.C.A. records. If the Owner fails to repair or reconstruct the said loss or damage within ten days, G.C.A. may cause the repairs or reconstruction to be made at the expense of the record Owner, and, thereafter, said Owner shall not have the right to make or cause to be made any additional interments in said memorial until G.C.A. shall have been reimbursed in full for the total cost of such repairs or reconstruction, with interest thereon at the maximum legal rate of interest per annum from G.C.A. disbursement date until paid, or alternatively, G.C.A. shall have the right to disinter, remove, and transfer the remains which may be contained in said memorial, and place them in a plot or other place selected by G.C.A., and upon doing so G.C.A. shall have the further right to dismantle the said memorial, or otherwise dispose of it, all without any liability whatever to the Owner or to any other person, and G.C.A. shall then have the right to resell the said memorial and retain the net proceeds derived therefrom.

XIII.

FEES AND OTHER CHARGES

All fees and other charges for interments, disinterments, removals, transfers, or other services rendered, shall be established on a uniform basis, but must be paid, upon request, to G.C.A., and G.C.A. shall issue a receipt therefor when requested to do so. However, this shall not prohibit G.C.A. from issuing permits for a reduced fee or for no fee in the event of a pauper funeral or other hardship case.

XIV.

REPEAL, AMENDMENT, MODIFICATION, ADDITION, OTHER CHANGES IN THESE RULES AND REGULATIONS

G.C.A. may, and it hereby and herein expressly reserves the right, at any time with or without notice to Owners, to repeal, amend, modify, add to, or change any of the above and foregoing Rules and Regulations in whole or in part; and, upon doing so, such new Rules and Regulations, or amendment or modification or addition or other change shall be fully binding on a uniform basis upon all Owners.

XV.

COMPLIANCE WITH STATE LAW

G.C.A. is committed to operating its cemetery and mausoleum in strict compliance with the terms, provisions, and conditions of Louisiana Act 417 of the Regular Session of the year 1974, as now or hereafter amended.

Accordingly, if anything contained in these Rules and Regulations should conflict with the provisions of said statute, or with the Rules and Regulations of the Louisiana Cemetery Board that has been established and operates thereunder, the provisions of the said statute and/or the Rules and Regulations shall prevail, and any provisions of these Rules and Regulations that may be in conflict therewith shall be considered as though not written.

Gary E. Theall, Secretary