

rights holder desires to sell said right or rights of interment, they shall give the Corporation written notice.

The Corporation shall have thirty (30) days from the receipt of said notice to repurchase said rights of interment from the interment rights holder at the original purchase price paid by the interment rights holder, less the 10% fee paid to the Care and Maintenance Trust of Six Oaks Cemetery, and less a 10% administrative fee. If the interment rights holder fails to give the Corporation written notice of their desire to sell, then the interment rights holder or their successor in interest shall be obligated to convey said right or rights of interment to the Corporation upon tender by the Corporation of the original purchase price less the 20% in fees described above. If the Corporation has not repurchased said rights within thirty (30) days from the receipt of said notice, the interment rights holder may freely convey such rights. The Corporation's decision not to repurchase any such rights on a given sale shall not constitute a waiver of the Corporation's right of repurchase for any future sale of those rights.

4. No sale, gift, devise, transfer or assignment of the rights in a burial site or niche shall be valid until the Corporation has received notification in writing thereof and has consented thereto by recording the same on its books. Any such sale, gift, devise, transfer or assignment of the rights in a burial site or niche without the written consent of the Corporation may be subject, in the Corporation's sole discretion, to a processing fee in an amount determined by the Corporation.

The Corporation reserves the right to refuse its consent to a sale, gift, devise, transfer or assignment for any or no reason. If the Corporation does not consent to a sale, it may exercise an option to repurchase as provided above, but is not obligated to do so.

5. Every instrument, adjudication or decree affecting the rights of interment must be filed with the Corporation. Until receipt of such filing and recordation on the books of the Corporation, the Corporation may rely upon its own records for all purposes.
6. The Corporation reserves the right to use all the rights of interment which have not been sold for any purposes whatsoever consistent with the operation, care and maintenance of a Cemetery, including interment of the dead.
7. The Corporation reserves to itself, and to those lawfully entitled, a perpetual right of ingress and egress over individual sites for the purpose of passing to and from other sites.

8. No easement or right-of-way is granted to the interment rights holder in any road, drive, alley or walkway within the Cemetery. Roads, drives, alleys and walkways may be used as means of access to the Cemetery, its building or lots, but only as long as the Corporation devotes them to those purposes.
9. The Corporation is responsible for the ordinary, routine maintenance of the Cemetery. The ordinary maintenance program is not intended to maintain the landscaping of private garden areas established by individual interment rights holders. Families who wish to place additional landscaping at family members' plots should contact the Corporation for written approval prior to purchasing plant materials, including sod grass. Approval may be denied on aesthetic grounds or any other grounds which in the sole judgement of the Corporation seems sufficient.

Upon written approval, the maintenance required for the additional landscaping is considered to be extraordinary maintenance and will be the responsibility of the interment rights holder or their representative for those sites. If an interment rights holder or their representative is notified by the Corporation of extraordinary maintenance needs for their site and does not bring their site into compliance within 30 days of notice, the extraordinary maintenance will be performed at the expense of the responsible party. In lieu of performing extraordinary maintenance the Corporation may, at the responsible party's expense, remove the landscape enhancement or additional memorialization and return the site to its previous condition.

10. The Corporation has the authority to remove without notice, all improvements made on cemetery sites without its consent and all improvements which in spite of reasonable care and maintenance have deteriorated beyond reasonable repair because of the elements or other causes. It further has authority to remove all flowers, wreaths and other decorative arrangements, and all trees, shrubs, plants, roots, branches and limbs, from sites as soon as they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained in the Cemetery. The use of artificial flowers is not allowed.
11. Balloons, plastic markers, wind chimes, bird feeders, incendiary devices, candles, Easter eggs, shells, planters, and like decorative items are likewise not permitted and will be removed by the Corporation without notice. The Corporation is not responsible for the safety or preservation of vases, pots, or other short-term memorials and gestures of respect for departed loved ones.
12. No plants or other decorative items of any kind are allowed in the Veteran's Garden at any time. The Corporation reserves the right to display American flags to honor

deceased military veterans on Memorial Day, Independence Day, Patriot's Day, Veterans Day, in December in association with the Wreaths Across America program and any other dates deemed appropriate.

13. The Corporation reserves the right to prevent the removal of any trees, shrubs, plants, or herbage of any kind whatsoever from a site unless its prior written permission is given.
14. The Corporation has the right at any time to refuse admission to the Cemetery of any person or persons deemed objectionable to the best interests of the Cemetery or whose behavior is unbecoming a sacred place.
15. The following activities are prohibited anywhere within the Cemetery: loud or boisterous talking; idling or loafing; bringing and consuming lunches or refreshments, unless the event is approved in advance by the Corporation; bringing and consuming alcoholic beverages; peddling or soliciting the sale of any commodity; placing signs, notices or advertisements of any kind; bringing or using firearms, except in connection with a military funeral or memorial service; bringing chairs or the like, except during funerals; or littering the grounds with paper, trash or other refuse; the defacement, destruction or desecration of graves, memorialization or the Cemetery grounds. The Corporation's Board of Trustees reserves the right to host events deemed to be in the best interest of the Corporation.
16. No right of interment sold for the burial of remains of the human dead shall be used for any other purpose.
17. All interments, disinterments and removals must be made at the time, in the manner, upon the conditions, and upon the charges fixed by the Corporation.
18. Forty-eight (48) hours' notice to the Corporation is required prior to any interment. If religious doctrine dictates otherwise, a twenty-four hour notice is required. A minimum of at least one week's notice prior to any disinterment or removal is required. If a burial is involved in the service, the Corporation requires this notification process be handled by the funeral home.
19. Funeral services must be completed by sunset. Funeral homes should notify the Corporation in writing twenty-four (24) hours prior to any military service, including 21 gun salutes, honor guards and flyovers.
20. When a burial is to be made in a site or when cremains are to be placed in a bench, the location of the burial or cremains shall be designated by the interment rights

holder or his/her representative by notifying the Corporation. This designation by the interment rights holder or representative should occur during a pre-funeral meeting held with the Corporation to discuss final arrangements. Should the Corporation not receive timely notice of such designation, the Corporation reserves the right to decide upon the location so as not to delay the funeral.

21. Not more than one full burial shall be interred in one grave space, except (a) a full burial and an urn may be buried in the same site; or (b) two urns may be buried in one site in the absence of a full burial. It is imperative that the Corporation receive the appropriate payment prior to any interments, including second interments in a site.
22. Interments in a site shall not be greater than the number permitted by these Covenants and by the layout and location of interment spaces according to the master plan and other records on file at the offices of the Corporation.
23. All burials must be made in a protective outer burial container (Category I) as defined in the South Carolina Perpetual Care Cemetery Act. The Corporation reserves the right, at its option, to install all such containers by its own employees and to assess the interment rights holder a reasonable charge therefor.
24. All sites where interments have occurred are required to have proper permanent grave memorialization within six months of burial. In the event there is no permanent memorialization installed within six months of interment, the Corporation reserves the right to invoice the interment rights holder or their representative for a suitable permanent memorial. All memorialization must be approved in writing prior to purchase. The Corporation must supervise the installation of all memorials and reserves the right to determine placement and orientation. Any memorialization installed without written approval is subject to removal or repositioning by the Corporation at the responsible party's expense. Unmarked graves are not permitted. Any temporary marker that is left at the grave site after six months will be removed.
25. The Corporation reserves the right to establish specific memorialization requirements for each burial garden.
26. The Corporation will receive a fee that is determined by the size (i.e. square inches) of a monument's base (i.e. footprint) for remittance to the Care and Maintenance Trust of Six Oaks Cemetery. This fee is collected regardless of the type or where they were purchased. The memorial maintenance program of the Corporation provided for by this charge includes installation supervision, periodic leveling and cleaning of memorials. This fee shall solely go to the Care and Maintenance Trust of Six Oaks Cemetery Inc., and shall not go to the general fund of the Corporation.

27. Each memorial in the Cemetery is individually owned by the purchaser. Columbarium superstructures are owned by the Corporation. The Corporation is not responsible for any memorial (including niche plaques) that becomes damaged due to natural causes, the aging process, disasters, hurricanes, acts of others and/or vandalism.
28. The Corporation operates the Cemetery without regard for race, creed, color, religion or national origin, and in accordance with all applicable laws and regulations.
29. The Corporation will facilitate access into Sea Pines Plantation for friends and family to visit the Cemetery in accordance with the General Information (as described below) and in accordance with applicable law. Access will be granted only during daylight hours with travel to and from the Cemetery only.
30. Prices of rights of interment and a list of services for which there may be a later charge are available from the Corporation. The Corporation's Board of Trustees reserves the right to modify prices if deemed to be in the best interest of the Corporation.
31. The Corporation, its successors or assigns, without the consent of the interment rights holders or permitted users, may modify these Covenants and establish and modify General Information for the Cemetery from time to time as it considers necessary to properly maintain and operate the Cemetery. In the event of a conflict between these Covenants and the General Information these Covenants shall control.
32. The Corporation is hereby empowered to enforce these Covenants and the General Information and to exclude from the Cemetery any persons violating them. The Corporation shall have charge of the grounds and buildings, including but not limited to the conduct of funerals, traffic, workmen, interment rights holders, permitted users and guests of interment rights holder.

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused these presents to be executed this _____ day of _____, 2017.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

SIX OAKS CEMETERY, INC.

Signature of 1st Witness

By:
Its:

Signature of 2nd Witness/Notary Public

**STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)**

ACKNOWLEDGMENT

I, the undersigned Notary Public, do hereby certify that _____ as _____ of **Six Oaks Cemetery, Inc.** personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this _____ day of _____, 2017.

Notary Public for _____

My Commission Expires: _____

Exhibit "A"

ALL that certain 6.74 acre tract as shown on the plat entitled "Boundary Reconfiguration Plat of Six Oaks Park and Six Oaks Cemetery, A Section of Sea Pines Plantation, Hilton Head Island, Beaufort County, South Carolina" prepared by Surveying Consultants, Terry G. Hatchell SCRLS # 11059, dated April 27, 2017 and recorded _____, 2017 in the Beaufort County Records in Plat Book _____ at Page _____. For a more accurate description of the distances, courses, metes and bounds of the property, reference to said plat of record is hereby made.