

# **Rules and Regulations**

**of**



**Celestial Memorial Gardens, LLC**

**West Columbia, South Carolina**

This Cemetery is organized under the laws of the state of SOUTH CAROLINA and operates under a perpetual care charter.

In order to preserve and maintain uniformity, harmony and beauty, to provide for stability and against decay and deterioration to safeguard the sanctity of each lot, grave, or mausoleum space against future inefficient care, the right to make any and all rules, regulations, limitations and restrictions that it may deem necessary to protect and provide for the future welfare of the gardens, all of which it binds itself to do. For the mutual protection of each lot or crypt owner, these rules and regulations, amendments, additions, or alterations as shall be adopted by this cemetery from time to time; and the reference to these rules and regulations in the deed to lots or crypts shall have the same force and effect as if set forth in full therein.

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## **SECTION 1: DEFINITIONS**

1-a. The term “Cemetery” shall be used hereby to define the cemetery, burial grounds and/or burial estates for the permanent interment of the human dead. It also refers to the corporation that owns and operates the “cemetery”.

1-b. The term “Lot”, “Plot”, “Burial Space”, “Memorial Estate”, shall be used interchangeable, and shall apply with like effect to one or more adjoining graves, or in the case of Mausoleum Crypts, one or more adjoining spaces in Mausoleum.

1-c. The term “Lot or Plot Estate owner” as herein used means any person in whose name a burial lot or burial mausoleum crypt stands of record, as owner of interment rights, in the office of the cemetery.

1-d. The terms of “interment rights” shall mean the permanent disposition of the remains of a deceased person by burial or by entombment in the mausoleum or niche

1-e. The term “Memorial” is a bronze marker set upright in Garden Sections that are platted and specified for the sole use of upright markers. The term “Marker” is herein interchanged with the term “Memorial”.

## **SECTION 2: GENERAL SUPERVISION OF CEMETERY**

2-a. The cemetery is a private cemetery, and reserves the right to refuse admission to any one, other than lot or crypt owners, or their immediate relations; and, to any person or persons whom the management may deem objectionable to the best interest of the cemetery.

2-b. All funerals, on reaching the cemetery, shall be under the charge of the cemetery manager or his assistant, or any officer of said cemetery.

2-c. Once a casket containing a body is in charge of the cemetery, no person or persons shall be permitted to open the casket or to touch the body without consent of the legal representative of the deceased, or without a court order.

2-d. Any person or Company providing services or merchandise within the boundaries of the cemetery, will do so within the cemetery guidelines and during normal working hours. Further, the Cemetery must be provided, in advance of any work to be performed, a current Certificate of Insurance for Worker’s Compensation,

Automobile Liability, and Comprehensive Liability Insurance, in the amount of not less than one million dollars (\$1,000,000) for any and all work or service to be performed within the Cemetery boundaries. Furthermore, any and all representatives must work in compliance with all OSHA regulations pertinent to the work being completed. The cemetery reserves the right to stop any work not in compliance with the above stated conditions.

### **SECTION 3: RECORDS**

3-a. The records showing lot owners and grave locations are in keeping with the most advanced ideas of cemetery management

3-b. The locations of all lots and graves are shown by a plat and by a system or recorded measurements from fixed and indestructible landmarks. Every reasonable precaution shall be taken, so in future years the exact location of any grave in the cemetery can be definitely established.

3-c. Complete documentation is required for any marker or Memorial installed in Cemetery. Required information to manufacturer, order number, Installer, Date of Installation is necessary for any future replacement, additions, or repairs

3-d. Orders for interments with proper documentation are required before Cemetery can complete arrangement for any Internment or Entombment.

### **SECTION 4: PERPETUAL CARE**

4-a. With the sale of each burial or entombment right, a part of the purchase price, in accordance with the laws of South Carolina, is placed in an irrevocable trust at an approved institution.

4-b. By a trust agreement with a financial institution approved by the state as trustees of this fund, this institution is made the sole depository, has entire control of said fund, and is charged with the safekeeping and investment of same.

4-c. The principal of this fund must be held in tact and can never be used for any purpose other than investment by the Trustee; and the net income, only can be used for the Care and maintenance of the Cemetery and for no other purpose.

## **SECTION 5: MEANING OF PERPETUAL CARE**

5-a. The general objective of the cemetery is building, operation and maintaining a modern garden plan burial estate that will always be a beautiful memorial place to the dead and a place that the living may appreciate and sacredly enjoy. Hence, the term "Perpetual Care" shall be held to mean, all general work necessary to keep the property in a presentable condition at all times. This shall include cutting the grass at reasonable intervals; cleaning and filling, and the seeding and sodding of graves; replacement and the pruning of shrubs and trees; the repair and maintenance of enclosures, buildings, drives, walks, and the different memorial cemeteries; to the end that said grounds shall remain and be reasonably cared for as Cemetery forever.

5-b. "Special Care" shall include only those specific services set forth in special care agreement with plot owners. It may include the placing of floral decorations at Easter, Memorial Day, Christmas, or at any day requested, or any other purpose or use not inconsistent with the purpose for which the cemetery was established or is being maintained.

5-c. Perpetual Care is limited to the amount of work which can be done with the income from the Trust fund.

## **SECTION 6: LOTS AND CRYPTS**

6-a. Lots and Crypts are sold for immediate and future needs only. The Cemetery does not recommend or encourage the purchase of space in excess of family requirements.

6-b. Terms on goods and services sold for immediate use shall be cash or equivalent, which includes: credit cards accepted by the cemetery, assignable life insurance policies or third party financing.

6-c. Persons desiring to acquire lots or crypts for future need and not wishing to pay all cash at time of purchase, may arrange to purchase on a convenient, monthly payment plan; payments to be made in such amounts and upon such terms, as many be mutually agreed upon.

(1) Upon receipt of initial payment on said lot or crypt(s), or at any time thereafter, when payments are not in arrears, the purchaser shall have the right to make interments or entombments in said lot or crypt(s) provided the amount paid to Cemetery is equal to the proportionate part of contract for said space or

spaces to be used for interment or entombment. The payment of such money and privilege of making interments or entombments shall not confer upon the Purchaser any title whatsoever to said lot or crypt(s) or any part thereof, until all said account shall have been paid in full

(2) In the event of cancellation of any "Contract for Purchase" for default on the part of the registered holder, the Cemetery shall have the right any time after any such cancelation shall have become effective, to enter upon the lot or crypt(s) covered by such contract and to remove anybody or bodies interred or entombed therein, together with any and all markers placed thereon, to other ground in the cemetery. In any such event, all monies thereto for paid upon the purchase price of such lot(s) or crypt(s) shall be retained by the Cemetery as consideration for the right to make interments or entombments in such lot(s) or crypt(s), for the occupancy thereof for the time being, for the perpetual right of interment or entombment in the grounds to which such body or bodies shall be transferred and to cover the cost of transferring such remains and markers, and thereafter the holder of such contract shall have no right, title, interest or equity whatsoever in, or to, the lot(s) or crypt(s) so conditionally purchased, or in the lot or crypt to which the body or bodies was removed.

(3) In lieu of the rights reserved by the Cemetery in the event of cancellation for default as herein above provided, the Cemetery, at its option, may permit the body or bodies interred upon such lot(s), or entombed in such crypt(s) to remain therein, in which event all monies thereto paid upon the purchase price of such lot(s) or crypt(s) shall be retained by the Cemetery as consideration for the perpetual occupancy by that body or bodies interred or entombed therein, of that portion of such lot(s) or crypt(s) in which it or they shall have been interred or entombed, and thereafter to purchaser or registered holder of such contract shall have no right, title, interest, or equity whatsoever in such lot(s) or crypt(s), or any portion thereof, expecting only the right of having such body or bodies previously interred or entombed to remain perpetually where so interred or entombed as herein provided.

(4) In the event the Cemetery shall elect to remove any such body or bodies, as herein provided, the Cemetery shall give thirty (30) days written notice by registered mail addressed to the registered holder of such contract at his address as shown by the Cemetery's records.

6-d. The Cemetery reserves a protectorate over each, and every lot, parcel, grave, or crypt sold in said Cemetery. That is, no lot, grave, or crypt shall be molested, marred changed, improved, or bodies disinterred, with out the consent of the cemetery.

## **SECTION 7: INTERMENTS AND DISINTERMENTS GENERALLY**

7-a. Besides being subject to these rules and regulations, all disinterments, and removals are made subject to the orders and laws of the properly constituted authorities of the county and state.

7-b. All interments, disinterments, and removals must be made at the time and in the manner designated, and upon such charges are fixed by the cemetery. Interment charges are required at the time of interment. Only cemetery personnel and equipment will be used to inter, disinter or remove human remains from the cemetery. The only exception will be the utilization of equipment/personnel provided by a "Vault Company", with the express permission of the cemetery.

7-c. The right is reserved by the cemetery to require at least forty-eight (48) hours notice prior to any interment, and at least seven (7) days notice prior to any disinterments. No weekend disinterments.

7-d. The cemetery reserves the right to refuse interment in any plot, and to refuse to open any burial space in any plot, except on written application by the plot owner of record, or his successors in burial rights, made out on blanks provided by the cemetery, and duly filed in the office of the cemetery.

7-e. When instructions regarding the location of an interment space in a plot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the superintendent may, in his discretion, open it in such location in the plot as he deems best and proper, so as not to delay the funeral; and the cemetery shall not be liable in damages for any change so made.

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

7-g. The cemetery reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer, or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment

property of equal value and similar locations as much as possible, or as may be selected by the cemetery, or, in the sole discretion of the cemetery, by refunding the amount of money paid on the account of said purchase. In the event such error shall involve the interment or the remains of any person in such property, the cemetery reserves, and shall have, the right to remove and/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

7-h. The cemetery shall be in no way liable for any delay in the interment of a body where a protest to the interments has been made, or where the rules and regulations have not been complied with. The cemetery shall be under no duty to recognize any protest of interments unless these are in writing and filed in the office of the cemetery.

7-i. In sections of single-depth graves, not more than one body, or the remains of more than one body, shall be interred in one grave or crypt, except a mother and infant, or two infants, or two cremated remains. No grave containing a body will be reopened for additional interment except where double-depth burial is permitted. Double-depth burial in single-depth sections may be allowed at the discretion of the cemetery, based on certain conditions, such as moisture, rock formations, and availability of equipment.

7-j. No interment of any body, or the cremated remains of any body, other than that of a human being shall be permitted in the cemetery.

7-k. The number of interments of cremated remains shall not be greater than the number of regular interments permitted on a standard size lot, and shall be spaced accordingly.

7-l. No private mausoleums will be permitted, neither will any vault or tomb of any material or nature that extends to the surface of the ground or would interfere with the sod or natural beauty of the cemetery except in that section or sections, which may hereafter, be so designated by the cemetery.

7-m. An outer burial container, crypt, vault, or other permanent type Grave Liner is required for caskets or urns buried below ground.

## **SECTION 8: DISINTERMENTS AND REMOVALS**

8-a. Removal by the heirs, of a body or cremated remains so that the plot or crypt may be sold for profit to themselves, or removal contrary to the expressed or implied



wish of the original plot owner, is repugnant to the ordinary sense of decency and is absolutely for bidden.

8-b. A body or cremated remains may be removed from its original plot or crypt to a larger or more suitable plot or crypt in the cemetery when there has been an exchange or purchase for that purpose.

8-c. The cemetery shall exercise the utmost care in making a removal, but it assumes no liability for damage to any casket, outer burial container, vault, crypt, or other type grave liner or urn in making said removal.

## **SECTION 9: SERVICE CHARGE AND DELINQUENT ACCOUNTS**

9-a. The charges for the cemetery's goods and services must be paid or provided for prior to any interment, disinterment, or removal.

9-b. Payment or satisfactory arrangements covering any delinquent indebtedness, due the cemetery, must be made before interment will be permitted in the lot.

## **SECTION 10: PROPERTY RIGHTS OF LOT OWNERS**

10a. PROPERTY RIGHTS: All right, title and interest conveyed in any lot, plot, crypt or burial space is, and at all times shall be, limited to a right of interment of human remains only which is subject at all times to the rules and regulations and bylaws of the cemetery, on file at its office, now existing and/or which may be by it hereafter adopted either by amendment or alteration, all of which are conditions, reservations and restrictions, and are binding on the Lot Owner, his heirs, devisees, executors, administrators and assigns.

10b. JOINT CONVEYANCES: In all conveyances to two or more persons, each Lot Owner shall have a vested right of interment of his or her remains in the plot so conveyed. Upon the death of a Lot Owner, the interest in the Lot shall immediately vest in the survivor or survivors, subject to the vested right of interment for the remains of the deceased Lot Owner.

(1) An affidavit by any competent person setting forth the fact of the death of one Lot owner and establishing the identity of the survivor named in the Certificate of Ownership when filed with the cemetery, shall be its complete

authority to permit the use of the unoccupied portion of such plot in accordance with the directions of the survivor or his successors in interest.

(2) A vested right of interment as in these rules provided may be waived and shall be terminated upon the interment elsewhere of the remains of a person entitled thereto under this provision. No such vested right of interment shall be constructed to give to any person the right to have his or her remains interred in any interment space in which the remains of the deceased person having a prior vested right of interment therein shall have been deposited, or to give to any person the right to have the remains of more than one deceased interred in a single interment space in violation of the rules and regulations of the cemetery in which such interment space is located.

10-c. INALIENABLE BY DEATH OF OWNER: Whenever an interment of a member of the family of the record owner, or of a relative of a member of said family, or of the remains of the record owner, is made in a burial plot and said owner dies without making disposition of such burial plot in his will by a specific devise thereof, or by a written declaration filed and recorded in the office of the cemetery, such burial plot becomes inalienable and shall be held as the family burial plot of the owner.

(1) In said family burial plot one grave may be used for the owner's interment, one for the surviving spouse, if any, the parents and children of said deceased owner in order of need, may be interred without the consent of any person claiming and interment therein.

(2) In the event there shall be no parent or child surviving such deceased person, the right of interment shall go in order of need; first, to the spouse of any child of said record owner, and second, in the order of need to the next heirs at law of said owner as specified by the statuses of descent, or the spouse of any such heir at law.

(3) Any surviving spouse and any parent, child or heir of such deceased owner having a right of interment in such plot may waive such right in favor of any other relative or spouse of such relative or spouse of such deceased owner, and upon such waiver the body of the person in the waiver is made may be interred therein.

10-d. If no interment shall have been made in a burial plot, or if all remains of deceased persons previously interred therein shall have been lawfully removed therefrom, upon the death of the owner, unless such owner shall have been disposed of such burial plot in his will by a specific devise thereof, or by a written declaration

filed and recorded in the office of the cemetery, the whole of said burial plot subject to the right in interment of the descendant therein shall descend in regular line of succession to the heirs at law of the owner; provided, that one grave shall be reserved to the surviving spouse of the owner. An affidavit by a competent person setting forth the fact of the death of the owner and the name of the person or persons entitled to use such property, in accordance with these rules, of the un-occupied portion of such plot by the person or persons entitled thereto.

10-e. When there are several owners of a right of interment in a burial plot, such owners may designate one or more persons to represent said plot and file written notice of such designation with the cemetery; in the absence of such notice or of written objection to its so doing, the cemetery shall not be liable to any owner for interring or permitting an interment therein upon the request or the direction of any registered co-owner of such plot.

10-f. All rights on interment or entombment herein conveyed shall be forfeited and conclusively be deemed to have been abandoned by the purchaser, and any persons claiming through said purchaser as to any of the grave or crypt spaces herein described, which shall remain unused ninety-nine. (99) years after the date of purchase, and all such rights shall revert to the cemetery of its successors. Provided that if any person or persons having any valid claim to the right of interment in such spaces have within two (2) years prior to the expiration of such ninety-nine (99) year period filed a written notice of such claim together with a request that such unused grave spaces be reserved for the interment or entombment of such person or persons, then no forfeiture and reverter shall take place until such person notice and claim.

## **SECTION 11: TRANSFER OR ASSIGNMENTS**

11-a. No transfer or assignment of any right of interment and/or merchandise, and services shall be valid without the consent in writing of the cemetery first to be had and endorsed upon such transfer or assignment, and thereafter being recorded in the books of the cemetery

11-b. The cemetery may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due the cemetery from the record plot owner or for any other reason the cemetery deems necessary.

11-c. All transfers of ownership in lots and/or merchandise, and services shall be subject to a reasonable charge, which must be paid when the transfer is made and recorded on the books of the cemetery.

11-d. The cemetery maintains membership in the International Cemetery, Cremation + Funeral Association, (ICCF). We subscribe to, and are bound by their guidelines pertaining to transfers of merchandise and interment rights from one cemetery to another cemetery.

## **SECTION 12: CONTROL OF WORK BY CEMETERY**

12-a. All work of any kind performed in the cemetery, including but not limited to, grading, landscape work, and improvements of any kind, and all openings and closings of plots for all interments, disinterments, and removals shall be performed only by the cemetery, or by providers contracted by the cemetery to provide such services.

12-b. If any trees or shrubs situated on any plot or adjacent thereto by reason of the growth of their roots and branches or in any way, become detrimental to the lot or adjacent lots, walks, or drives, or dangerous or inconvenient to passerby, the Superintendent shall have the right to enter upon the said lot and remove the said trees, and shrubs, or such parts thereof as are thus detrimental, dangerous, or inconvenient.

## **SECTION 13: FLOWERS AND FLORAL ARRANGEMENTS**

13-a. During the mowing season, normally from March 1 to November 1, floral arrangements are limited to (1) arrangement per marker, unless said marker has provisions for additional vase or vases. Bronze vases must be used that are integral with the marker or base.

13-b. Floral decorations and frames shall be removed from the interment site no sooner than five (5) days and no later than seven (7) days after the interment. The cemetery reserves the right to make exceptions to this as it may see necessary.

13-c. The placing of vases, shells, toys, metal designs, ornaments, chairs, settees, glass, crockery wood or iron cases, and similar articles and materials hazardous to lawn mowers shall not be permitted, and if so placed, the Cemetery reserves the right to remove the same.

13-d. No holes are to be dug in the ground.

13-e. Potted plants and special arrangements will be permitted upon lots and graves at Christmas, Easter, Memorial Day, and other special occasions. If such special containers and arrangements are not called for in ten (10) days, they may, at the option of the Superintendent of the cemetery, be removed and disposed of.

13-f. At times other than those specified herein, artificial flowers are permitted only in approved bronze memorial vase assemblies. Flowers in bronze vase assemblies will be permitted to remain as long as their beauty prevails or remains in season.

13-g. The cemetery reserves the right to remove any arrangements or container that is considered unsightly.

13-h. No arrangements over 48 inches are allowed.

13-i. The cemetery is not responsible for loss, theft, or damage to flower arrangements or containers. i.e. Bronze, Granite, Marble or Plastic Vases.

#### **SECTION 14: GROUND MAINTENANCE**

14-a. In case of recent interments or entombments, flowers, baskets, designs, and frames shall be removed from grave or lot at any time in the discretion of the superintendent. Upon written request made by the owner, or legal representative of owner of such grave, which said request shall be made at the time of, or within forty eight (48) hours after interment or entombment, any particular basket, designs, or frames may be held for such owner or legal representative, but not to exceed two (2) weeks. If said baskets, designs, or frames are not called for and carried away during said period, said flowers, baskets, designs, and frames shall become property of the cemetery and destroyed, or otherwise disposed of without incurring any liability whatever to donors, said grave owner, or to such owner's legal representative.

14-b. Seasonal arrangements may be removed after a reasonable period by lot or crypt owner, or by Cemetery Manager.

14-c. The care of grass, including the planting, pruning, fertilizing and replanting will be provided by the cemetery

#### **SECTION 15: SUPERINTENDENT TO HAVE CHARGE OF CHAPEL**

15-a. All arrangements for any service in the chapel, if and when chapel is erected, including the handling and disposition of flowers, must be under the supervision and control of the superintendent and his assistants.

## **SECTION 16: ROADWAYS AND REPLOTTING**

16-a. The right to enlarge, replace, replat, and/or change the boundaries or grading of the cemetery or of a section or sections, from time to time, including the right to modify and/or change the locations of or remove or regrade roads, drives, and/or walks, or any part thereof, is hereby expressly reserved, as well as in the right to use cemetery's property, not sold to individual plot owners, for cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental, or convenient thereto. The cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over plots for the purpose of passage to and from other plots.

16-b. No easement or right of interment is granted to any plot owner in any road, drive, alley, or walk within the cemetery, but such road, drive, alley, or walk may be used as a means of access to the cemetery or building as long as the cemetery devotes it to that purpose.

## **SECTION 17: GRATUITIES MAY NOT BE ACCEPTED BY EMPLOYEES**

17-a. No person, while employed by the cemetery, shall receive any fee, gratuity, or commission, except from the cemetery, either directly or indirectly.

## **SECTION 18: PROTECTION AGAINST LOSS**

18-a. The cemetery shall take reasonable precaution to protect plot and crypt owners and the property rights of plot and crypts owners with the cemetery, from loss or damage; but it distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially, damage caused by vandalism, elements, an act of God, explosions, unavoidable accident, invasion, insurrection, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

## **SECTION 19: CHANGE OF ADDRESS OF LOT OWNERS**

19-a. It shall be the duty of the lot owner to notify the cemetery of any change in his/her post office address. Notice sent to a lot owner at the last address on file in the office of the cemetery shall be considered sufficient and proper legal notification.

## **SECTION 20: MEMORIAL, INSTALLATION AND FOUNDATIONS**

20-a. In order that improvements be kept uniform, the Cemetery reserves the right to regulate the size and quality of all memorials and other construction on any grave or lot in said Cemetery, and to prevent the erection or placing of any obstruction which may conflict with the regulations, or which may be injurious to the general appearance of the Cemetery, and to remove same if necessary.

20-b. In as much as the placement of a marker is not compulsory, and due to the varying available sizes and selections, a Care and Maintenance Charge will be made prior to installation of any specific marker, as required by law.

20-c. Only one grave marker will be permitted on each grave space. No memorial may be set to embrace two or more grave spaces except a "Companion" or a "Family Memorial", nor shall more than one family name be permitted on any memorial, unless approved in writing by the Cemetery at the time of the sale of interment right.

All memorials shall be set on uniform lines as prescribed by the park, to conform to the general plan of the park. Family memorial and companion memorials shall not be less 36" x 13"; individual memorials shall not be less than 24" x 12"; and baby memorials shall not be less than "10x10"

20-d. 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, except in areas platted and specified for the sole use of upright or flat beveled edge granite memorials.

20-e. Written approval by a duly authorized agent of the cemetery must be secured before any marker or memorial may be delivered to the cemetery for installation.

20-f. For sections where bronze memorials are permitted, the cemetery shall require the memorial composition material to be less than 87% Copper, 5% Tin, not more than 2% Lead, not more than 5% Zinc, and all other elements in total not to exceed 1%. The cemetery requires that the memorial be accompanied by the name and address of the Bronze Company so they can be contacted if the memorial is

damaged and has to be replaced, because it was damaged by cemetery equipment only.

(1) Cemetery shall be liable only to replace or repair any defective materials or defective workmanship as have been furnished by the Cemetery.

(2) All foundations shall be of the size and material specified by the cemetery. Material must be of quality and appearance deemed appropriate by the Cemetery. Foundations must have thickness of not less than four (4) inches, and surface area must exceed surface area of bronze plaque so as to produce an exposed foundation surface of no less than two (2) inches on all sides of bronze plaque.

20-g. Memorials and foundations, regardless of whether they are purchased through the cemetery, or other sources, will require a reasonable care and maintenance charge, payable in advance of installation. This fee is based on the square inch size of the total area, and shall be determined by the officers of the said cemetery, and said charges shall be posted in the office of the cemetery, and are subject to change without notice.

(1) The Fees will be as follows:

(a) .40 cent per square inch for installation

(b) \$1.10 (one dollar and ten cent) per square inch for locating, surveying, supervision & re-alignment

(c) .08 cent per square inch for perpetual care

(2) The cemetery defines Care and Maintenance such as, but not limited to:

(a) Removal of floral arrangements when becoming dirty or unsightly

(b) All work reasonable to insure a good general appearance of the marker.

(c) Realigning and leveling of markers when necessary

(d) Resetting of marker caused by ground swell or freeze as required.

(e) Removal and replacement of marker if required for future interments.

(f) Assume responsibility of reasonable repair or replacement if damaged beyond repair.

(g) Recording of required administrative information in records of the Cemetery.



(3) A care and maintenance agreement must be completed, and a reasonable care and maintenance fee must be paid to the cemetery, in advance for care on all memorials installed in the cemetery. This fee is based on the square inch size of the total area, and shall be determined by the officers of Cemetery, and said charges shall be posted in the office of the cemetery and is subject to change without notice.

#### 20-h. INSTALLATION OF MARKERS AND FOUNDATIONS

(1) Is defined by the cemetery such as, but not limited to:

(a) Recording of required administrative information in records of Cemetery Office

(b) Locating and Surveying location of marker foundation placement in accordance with specifications

(c) Aligning of marker and foundation with existing memorials and foundations in accordance with specifications

(d) Placement of marker and foundation at proper ground level and aligning with specifications

(e) Removal to specified area all excess dirt from excavation, complete clean-up of lots surrounding placement area, repair of any property damage to surrounding area of placement, clean up of markers and foundation installed.

(f) Complete final inspection of finished work.

(1) Installers of memorials must operate within Cemetery and regulatory guidelines/specifications while working within the cemetery boundaries

(2) The Cemetery reserves the right to locate and properly identify the lot location for placement of the memorial and foundation, and record administrative information in the records of the cemetery for memorials to be installed by sources other than by the cemetery employee. A reasonable survey and administrative fee must be paid to the Cemetery, in advance, by the Outside Installer, and this fee schedule is posted in the office of the cemetery. This fee is determined by the officers of cemetery, and is subject to change without notice

(a) Cemetery fees are as follows: \$.40/square inch of foundation for installation, \$.08/square inch of foundation for perpetual care, and \$1.10/square inch of foundation for locating, supervising, lay out

(3) The Cemetery reserves the right to inspect the completed work as outlined and make the determination if work was performed completely and in accordance with the Cemetery guidelines.

(4) At least forty-eight (48) hours advance notice of actual work to be performed is required by the Cemetery. Work will be performed at a mutually agreed time so as not to interfere with interment services.

(5) Outside installers must furnish documentation of said memorial, (section 20-f) to Cemetery for record keeping purposes, prior to installation.

(6) No memorial shall be installed without authorization of the proper owner or owners of record.

(7) The cemetery will not be responsible for any defects, errors, omissions, or future lettering or scrolls for any memorial purchased from outside providers.

(8) For memorials installed by sources other than the Cemetery, the installer must submit to the cemetery, in advance, proof of the following:

(a) Workers Compensation insurance coverage

(b) Automobile Liability Insurance: Comprehensive Automobile Liability Insurance covering owned, nonowned, borrowed, and hired vehicles. Minimum coverage of each occurrence of bodily injury and property damage required in the amount of \$1,000,000.00.

(c) Comprehensive Liability Insurance: Standard Comprehensive General Liability Insurance Covering premises operation, contractual liability, products, and completed operations is required. Minimum coverage of each occurrence of bodily injury and property damage required in the amount of \$1,000,000.00

(9) The Cemetery shall be indemnified in the following manner:

(a) The outside installer shall be responsible for all liability, arising out its employee and/or its employees work at the cemetery

(b) The installer agrees to indemnify and save harmless the cemetery, including those of bodily injury, property damage, or professional negligence which occurs due to actual or alleged charges in connection with the performances of and arising from acts of the Installer, his employees, agents, subcontractors, or general supervision by the cemetery, except for injury or damage resulting from the sole negligence of the cemetery.

(c) The cemetery is to be notified by the Installer's Insurance Carrier thirty (30) Days in advance, of any cancellation or material changes made in the installers coverage.

(d) The cemetery reserves the right to verify current levels of insurance coverage prior to authorizing outside installers to proceed.

20-i. In the event a marker or memorial of thereto for uninstalled size or shape is approved by the cemetery, the owner shall pay the fair and reasonable cost of the special form required to construct the foundation for such marker or memorial, the change for such service, or installation, or continual care shall be by special arrangements with the cemetery, payable in advance of the work to be done. These changes are based on the Square Inch Size of the total area.

20-j. Temporary markers supplied by cemetery only will be permitted for Ninety (90) days after interment, or until a permanent memorial is installed, provided said memorial is ordered from the cemetery and is within this Ninety (90) day period.

20-k. For sections where upright memorials are permitted, the cemetery shall require the memorials be that of granite, or marble, the specifications will be available as to design, size, finish, materials, and foundation requirements in the cemetery office. Care and maintenance agreements and fees, administrative and survey fees, and documentation of said materials are required the same as for Bronze Memorials, with charges based on the total square inches of surface area. These agreement and fees must be signed and paid, in advance of installation, to Cemetery office.

## **SECTION 21: STATEMENT OF SALES AGENT**

21-a. The instrument conveying to lot owner the right of interment, and the rules and regulations of this cemetery, now in force of which may hereafter be adopted, including modifications or amendments thereof, shall be the sole agreement between the cemetery and the lot owner. The statement of any sales agent shall in no way bind the cemetery.

## **SECTION 22: MODIFICATIONS AND AMENDMENTS**

22a. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The cemetery, therefore, reserves the right, without notice, to

make exceptions, suspensions or modifications in any of these advisable; and such temporary exceptions, suspensions, or general applications of such rule.

22b. The cemetery may, and it hereby expressly reserves the right, at any time or times to adopt new rules and regulations or to amend alter, and/or sentence in these rules and regulations.

22c. All rules and regulations are for reference and guidance in carrying out and maintaining the high standards of the cemetery. All rules, whether written or not, shall give full consideration to the lot of crypt owners at all times, when in the judgement of the cemetery same does not conflict with the general plan, or affect the beauty of the property or the rights of other lot or crypt owners.

### **SECTION 23: CONDUCT OF PERSONS WITHIN THE CEMETERY**

23a. Visitors are reminded that the cemetery grounds are sacredly devoted to the interment of the dead, and that a strict observance of the properties due such a place will be required, whether or not specifically embraced in these rules. No impropriety will be permitted to pass unnoticed.

23b. The Superintendent is hereby empowered to enforce all rules and regulations, and exclude from the property of the cemetery any person violating the same. The superintendent shall have charge of the grounds and buildings and, at all times, shall have supervision and control of all persons in the cemetery, including the conduct of funerals, traffic, employees, plot owners, and visitors.

23c. Children will not be admitted unless attended by an adult who will be responsible for their conduct.

23d. All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery, or plants, or feeding or disturbing any birds, fish or other animal life.

23e. Alcoholic beverages will not be allowed in the cemetery.

23f. No loud talking will be permitted on the cemetery grounds, and especially within hearing distance of funerals services. No profanity, or person influenced by intoxicant will be tolerated on grounds.

23g. The throwing of rubbish on the drives and paths, or any part of the grounds, or in the buildings is prohibited. Receptacles for waste material are located at convenient places.

23h. Automobiles shall not be driven through the grounds at a greater speed than fifteen (15) miles per hour, and must always be kept on the right hand side of the road. Automobiles are not allowed to park or come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral. Automobiles must not drive in any portion of the Cemetery other than roadways built and maintained for such automobile traffic.

23i. No bicycles or motorcycles shall be admitted to the cemetery except such as may be in attendance at funerals or on business.

23j. No firearms shall be permitted within the cemetery except on special permit from the cemetery owners, unless for use at Military ceremonies.

23k. No signs or notices or advertisements of any kind shall be allowed in the cemetery, unless placed there by the cemetery.

23l. Dogs shall not be allowed on the cemetery grounds or in any of the buildings unless said dog is a trained service dog.

23m. Strangers must keep at a respectful distance during interment services. It is not the time or place to satisfy an idle curiosity. Be thoughtful and considerate and do, as you would wish to be done by were you in the place of the bereaved.

23n. No trespassing after dark.

23o. The cemetery management shall take such action as may be deemed necessary, though not expressly authorized in these rules, to protect the property of lot owners, or that of the cemetery, from injury, to preserve peace and good order, and to prevent the molesting of anything within the confines of the cemetery. All well-disposed persons will confer a favor by informing the management or special police of any breach of these rules which come to their notice.

24. These rules and regulations were amended and adopted by the board of the cemetery and are effective as of March 15, 2023, but are subject to change without notice.