

# **RULES AND REGULATIONS**

Beth El  
Cemetery

**FIDELITY CEMETERY ASSOCIATION  
OF BERGEN COUNTY, NEW JERSEY**

## **INDEX**

Definitions.....	Page 1
General Rules & Regulations.....	Page 2
Ownership.....	Page 7
Intermemnts.....	Page 9
Care.....	Page 10
Cemetery Maintenance.....	Page 10
Outside Contractors.....	Page 12
Disinterments.....	Page 14
Monuments.....	Page 14
Family Monuments.....	Page 16
Memorial Park Section.....	Page 16
Amendment & Waiver of Rules & Regulations.....	Page 17

**RULES & REGULATIONS**  
**of**  
**BETH EL CEMETERY**

As used in these Rules and Regulations, the following terms shall have the meaning hereinafter defined unless a contrary intention is stated or implied in any subsequent Rule or Regulation.

- (a) **“Association”** or **“Cemetery Association”** shall mean Beth El Cemetery, a cemetery association incorporated under the laws of the State of New Jersey.
- (b) **“Cemetery”** shall mean Beth El Cemetery (Fidelity Cemetery Association of Bergen County, New Jersey), situated in Washington Township, Bergen County, New Jersey, including all lands, buildings, structures and improvements thereon, and other properties belonging to the Association.
- (c) **“Management”** shall mean the person or persons who are responsible for the operation, maintenance and control of the Cemetery, and who are regularly engaged in the administration and management of its affairs.
- (d) The terms **“Lot”** and **“Plot”** are used interchangeably and shall mean any area of four or more graves, as shown on the map of the Cemetery on file in the office of the Cemetery, and so designated in the deed of conveyance with respect thereto, and shall apply with like effect to one or more adjoining plots held together in the same ownership and to family circles and organizations.
- (e) **“Family Plot(s)”** shall consist of a minimum of two (2) adjacent graves in two (2) contiguous lines measuring a minimum of five feet in width and sixteen feet in length. Family monument must be located at rear center of lot.
- (f) **“Grave”** shall mean a single grave as shown on the map of the Cemetery on file in the office of the Cemetery.
- (g) **“Crypt”** shall mean a space used or intended to be used above or below the surface of the ground, in a private or community mausoleum, for entombment or inurnment purposes.
- (h) **“Niche”** shall mean a space used or intended to be used for inurnment purposes only.

- (i) **“Monument”** or **“Memorial”** shall include any grave marker, family monument, footstone, headstone, mausoleum or crypt or niche facing.
- (j) **“Interment”** or **“Burial”** shall mean the placement of the remains of a human being either in the earth or by entombment or inurnment.
- (k) **“Entombment”** shall mean the placement of the remains of a human being in a crypt or vault, whether above or below the surface of the ground.
- (l) **“Inurnment”** shall mean the placement of the ashes of a human being in a crypt, niche, or vault, whether above or below the surface of the ground.
- (m) **“Maintenance”** means the maintenance of the Cemetery in its entirety, and does not include special care of lots or graves, or any shrubs, memorial or other structures situated thereon. More detailed rules pertaining to Cemetery Maintenance are set forth below in Rules 34 and 35.
- (n) **“Care,” “Special Care,” “Annual Care”** and **“Seasonal Care”** are used interchangeably and shall mean the mowing of grass on graves or lots at periodic intervals, the pruning of shrubs in the spring and fall and the removal of debris. More detailed rules pertaining to the care of graves and lots are set forth below in Rules 36-42.
- (o) **“Perpetual Care”** shall mean the care of a lot or grave, to the extent of income derived from a trust fund created by a grave or lot owner, or any other person, in accordance with the Revised Statutes of the State of New Jersey.

## **GENERAL RULES AND REGULATIONS**

1. All lots, graves, crypts, niches and mausoleums in the Cemetery shall be owned and held subject to the laws of the State of New Jersey and the Rules and Regulations of the Association now in force or hereafter adopted.
2. The cemetery grounds will be open for visitation on weekdays and Sundays from 9:00 A.M. to 5:00 P.M. The Cemetery office will be open from 9:00 A.M. to 4:00 P.M. on such days except Sunday

when the office shall close at 3:00 P.M. The Cemetery shall be closed on Saturdays, Jewish and Legal Holiday. No interment, disinterment or unveiling shall take place before 10:00 A.M. or after 3:00 P.M. In the event a funeral, previously scheduled, shall arrive after 3:00 P.M., a charge for such late arrival shall be imposed.

3. Interment shall be limited to the remains of persons who at the time of their death were of the Jewish Faith, and only one interment shall be permitted in each grave crypt or niche except in specifically designated areas where multiple interments or entombments are permitted. No interments will be permitted unless and until a grave layout map is submitted to and approved by and filed in the Cemetery office.
4. All persons entering the Cemetery for whatever reason must display proper respect for the deceased and for the sacred burial grounds in which they are interred. Management and the employees of the Association may take such measures as the circumstances warrant in order to assure strict observance of the basic principle. In addition, the following rules must be adhered to:
  - (a) Persons with foodstuffs, liquor or any other form of refreshments will not be permitted on the Cemetery grounds, and those having baskets and like articles must, during their stay on the grounds, leave the same at the Administration office.
  - (b) Driving upon paths or borders is strictly forbidden. Drivers may not turn around or back up in the roadways, except in places provided for such purpose.
  - (c) Soliciting work in the cemetery by gardeners, monument firms, outside contractors, or any other persons is prohibited. The Association may remove and destroy any advertising without notice and without liability.
  - (d) All work and other activity must cease during the conducting of funeral services in the vicinity.
  - (e) Visitors shall not throw or scatter papers or other refuse on the Cemetery grounds.
  - (f) The taking of photographs on the Cemetery grounds is not allowed without a permit from the Cemetery office.
  - (g) Young children must be accompanied by an adult on the Cemetery grounds.
  - (h) Animals shall not be brought into the Cemetery with the

exception of “seeing-eye” dogs.

5. The owner of each lot shall keep the improvements thereon in repair at his own expense.

- (a) In the event trees or shrubs situated on any grave or lot, shall be reason of their roots, branches or otherwise, become detrimental to adjacent lots, graves or paths, or become unsightly or inconvenient and hazardous to visitors or employees of the Association; or if any monument, footstone, or mausoleum, or any other installation situated on a grave or lot has fallen, is in a damaged condition, unsightly or in such need of repair as to constitute a hazardous and dangerous condition, the Association shall, upon notice as hereinafter provided, have the right to enter upon said grave or lot and to remove, repair or otherwise remedy the condition at the expense of the grave or the lot owner.
- (b) In the event a grave or lot which is not under seasonal or perpetual care shall become overgrown, unsightly or detrimental and hazardous to adjacent lots, avenues or paths, the Cemetery Association may at any time, upon notice as hereinafter provided, and at the expense of the lot owner, enter thereon in order to maintain the same, clear off the grass, weeds, shrubs or other plants and thereafter dispose of the same.
- (c) In the event any walks or paths on grounds not owned by the Cemetery Association shall become hazardous or in need of repair, or if any improvements located in such areas shall be in a state of disrepair or in an unsightly condition, or if any of the conditions set forth in paragraphs 5.(a) and 5.(b) herein exist in such areas, the Association may require such organization to rectify such condition following notice to it as hereinafter provided. In the event such organization shall fail to so act, the Cemetery Association may proceed to remedy such defective condition without further notice, and at the cost and expense of such organization. If the charges incurred thereby are not reimbursed to the Association within thirty (30) days after the request for payment thereof, the Association may refuse to accept any orders for future interments in, or transfers of, any graves or lots in such areas, until such charges are paid.
- (d) Prior to invoking the Rules set forth in paragraphs 5.(a), 5.(b) and 5.(c) herein, the Association shall give thirty (3) days notice, by regular or certified mail, to the last known owner at his or hers' last known address to rectify any of the conditions referred to therein. In the event the said owner does not comply with such

notice, the Association may proceed without further notice as provided in said Rules.

6. All persons within the Cemetery grounds shall use only the existing avenues, roads, walks and paths and shall have the right to access over the paths and walks in the area in which the grave or lot they are visiting is located, and the Cemetery Association shall not be liable for any injuries sustained by any persons violating this rule.
7. The Association shall not be liable for damages or injury to any person or property on Cemetery grounds, except for its own willful misconduct or gross negligence. Persons entering the Cemetery grounds, or buying property therein, and mere licensees and assume every and all risks.
8. The Association shall not be liable for damage to destruction of any structure, including but not limited to granite or concrete work on any lot, grave or crypt from causes beyond its reasonable control, including but not limited to the elements, Acts of God, the common enemy, thieves, vandals, strikes, lockouts, malicious mischief, explosions, war, riots, or by orders of any military or civil authority. In the event of any such damage or destruction the Association may at any time thereafter, give to the owner of the lot, grave or crypt a ten (10) day written notice of the necessity for the repair, resetting, reconstruction or replacement of the structure. Such notice shall be by certified or registered mail to the owner of the lot, grave or crypt at the last known address shown upon its records and books. In the event such owner fails to repair, reset, reconstruct or replace same within the period specified in said notice, the Association may, at its discretion, enter said lot, grave or crypt, cause same to be repaired, reset, reconstructed or replaced, and charge expense thereof against such owner, but nothing herein contained shall obligate the Association to render any such service.
9. All labor and equipment for interments, disinterments, entombments, inurnments, and excavations for monuments, and the construction of foundations, walks and curbs, shall be provided for and performed by the Association, at the expense of the grave, lot, crypt or niche owner, who shall pay the same in advance.
10. The Association shall make the final determination as to the grading of a grave or lot, and all construction shall conform to that grade.
11. For the purpose of performing work on any lot, grave or other

part of the Cemetery, the Association reserves the right, temporarily, to enter upon and use adjoining areas, including lots or graves, and to receive such machinery and materials as may be necessary to perform all the work in connection therewith and shall restore such area as quickly as possible. Said work shall include, without limitation, the making of interments, disinterments and excavations for any other purpose, as well as repairs and improvements.

12. (a) No entrance sills or enclosures of any kind, including, without limitation, hedges, shrubs, posts, bars, chains and rails shall be permitted on private posts.

(b) The entrance to every lot must at all times remain unobstructed.

(c) If, in order to open a grave or to make an interment or disinterment, the Association, at any time, deems it necessary to remove existing hedges, shrubs, posts, bars, corner markers, entrance sills, enclosures or parts of enclosures, it may remove and dispose of the same without any liability and without responsibility for the replacement or cost of replacement thereof.

(d) Once hedges, shrubs, posts, bars, corner markers, entrance sills, enclosures or parts of enclosures have been removed in accordance with Rule 12.(c), the same may not be reinstalled and the Association may dispose of the same as so provided in said Rule 12.(c).

13. The Association reserves the right to change the boundaries or grading of the Cemetery, including the right to modify, relocate, regrade, or eliminate roads, drives and/or walks. It also reserves the right to establish easements and rights of way, under, through and over the Cemetery grounds and any and every part thereof for changing pipe lines, conduits, gutters and/or drains for sprinkling systems, drainage, electric or communication lines, or for any other purpose. The Association reserves, for the benefit of those lawfully entitled thereto, a perpetual right of the ingress and egress over any and all lots, graves and crypts in the Cemetery for the purpose of passage and repassage to and from other lots, graves or crypts and other parts of the Cemetery.

14. No interment will be permitted in any path walk or road, whether shown on the maps of the Association or actually in existence.



15. All charges of the Association must be prepaid. No interment or disinterment will be permitted and no monument, memorial or embellishment may be placed upon any lot, grave, crypt or niche against which there is any charge of the Association due and unpaid. All charges for work shall be posted in the office of the Association and shall be final. The Association shall have the right to change its charges from time to time.
16. Violators of the Rules and Regulations of the Association, or trespassers on the Cemetery grounds may be ejected therefrom and prosecuted and held liable under the law for any damage done by them. Anyone who persistently violates said Rules and Regulations may be excluded from the cemetery.

### **OWNERSHIP**

17. Single graves and family plots are to be recorded only in the names of individual persons and not the names of organizations or religious membership corporations. No persons will be recognized as the owner or co-owner of any grave, lot, crypt or niche, or any part thereof, unless his name or her name is validly recorded on the records of the Association. Following the death of a lot owner or owner of single graves, or the purchaser under an agreement of purchase thereof, no interments or use of the lot or remaining graves may be made until an affidavit of heirship and a certified copy of the last will and testament of the decedent, if any, are filed in the office of the Cemetery Association, and proper filing fee paid. Specimen forms of such affidavit may be obtained at the Cemetery office.
18. The Association shall be entitled to rely and act upon the truth of the statements contained in any affidavit, permit, authorization, deed, assignment, reservations of interment space, and any and all other instruments affecting the ownership, possession, care, control and maintenance of any grave, lot or part thereof.
19. At any time when there is more than one owner of a lot, all of the co-owners shall file with the Association a designation of a person or persons who shall represent the lot, and so long as they shall fail to so designate, the management of the Association may recognize any of the co-owners to represent the lot.
20. Grave reservations in all family plots and family circle may be revocable or irrevocable. Revocable reservations remain in full

force and effect unless cancelled by the lot owner(s) who made such reservation. These reservations become irrevocable upon the death of the lot owner(s) who made such reservation. No further permits for interment and erection of a memorial shall be required where there are irrevocable grave reservations.

21. The Association shall be entitled to collect such fee as it may regularly charge for the filing fee and recording of any instrument pertaining to a grave or lot, and shall have the right to refuse to accept any such instrument for recording until such charge has been paid.
22. The owner of any grave, lot, crypt, or niche shall not permit interments to be made therein for the remuneration except as permitted by Statute.
23. The Association reserves the right to correct any error that it may make in the locating and placing of monuments, or in a contract or deed pertaining to the sale or conveyance of interment space. In the event of any error made in the contract or deed, the Association may correct the same, or in its discretion substitute another grave, lot crypt or niche of equal value and similar location, or cancel the same and refund any money previously paid.
24. Before any burials shall have been made in any lot or part thereof, or a grave, crypt or niche, or if all of the bodies therein have been lawfully removed, the lot owner may transfer and convey the same only after having first offered it, in writing to the Association. The Association shall have thirty (30) days after the receipt of such written offer to accept or refuse the same. The foregoing provision shall not apply to the transfer of a lot or part thereof, or a grave, niche or crypt by a membership or religious corporation or unincorporated association or society to its members.
25. No transfer of any lot, grave, crypt or niche, or part thereof, or any interest therein, shall be made without the prior written consent of the Association and as provided by Statute. All transfers or conveyances must be filed in the office of the Association and proper fee paid for the recording thereof.
26. In the event any membership or religious corporation, unincorporated association, or other society or organizational owner of lots and graves in the Cemetery, shall dissolve, liquidate or transfer all, or substantially all, of such lots or graves to its members or any other persons, such transfers shall not be valid or honored, or any instrument or transfer accepted by the Association for recording unless such owner shall first have deposited with the Association

such sum as may be determined by the Association to be sufficient to maintain in perpetuity the entire area originally held by such owner, including the graves, lots and parts thereof then or previously transferred. In the event the organization does not have sufficient funds for such purpose it shall deed back to the Association a sufficient number of unused graves, as determined by Management, the same to be resold and the net proceeds of such sale held in the Association's trust funds and the income derived from the investment thereof used for the benefit and maintenance of the grounds of the organization.

27. No transfer of lots containing existing mausoleums or sarcophagi will be accepted by or recorded in the Association's records unless an endowment fund deposited with the Association at the time of the proposed recording or transfer.

### **INTERMENTS**

28. No interments shall take place without an authorization, order or permit signed by the person or persons authorized by law and/or by the grave, lot, crypt or niche owner or owners. The aforesaid permit must specify the name of the deceased, the date of death, the lot, row and grave number. The Association shall have the right to rely and act upon the truth of all statements therein, and upon the genuineness of all signatures thereon and upon the authority of the person signing the same to bind all interested parties, and shall not be liable for any error therein contained, or as to the identity of the person whose remains are to be interred.
29. Orders for interment may, at the option of the Association, be received by telephone, but if so received such orders must be confirmed in writing prior to the time of actual interment. The Association shall not be responsible for any error that may be made in accepting a telephoned interment order.
30. Orders for interment must be received prior to 9:00 A.M. the day the interment is to be made, and the following information furnished: (a) name and age of the deceased; (b) grave, lot, section and block number; (c) name of owner of interment space; (d) name of undertaker; (e) exact size of burial container; (f) date of interment and time of arrival at Cemetery; (g) name and address of the next of kin.
31. All funerals upon reaching the Cemetery shall be under the supervision of the Management. The Association shall have the

right to refuse to proceed with the interment unless the funeral is accompanied by a duly licensed funeral director. Before the interment may proceed, such funeral director must register at the Cemetery office and deliver all necessary permits and authorizations.

32. The outer width of a burial container may not exceed twenty-eight (28") inches. If the container is larger, two graves must be utilized.
33. The Association shall not be liable for any delay in interment where its Rules and Regulations have not been compiled with, or where unforeseen underground obstructions may be encountered, or where a protest has been made, or circumstances beyond the Cemetery's control.
34. There shall be no digging of graves other than by Cemetery personnel authorized to do so. If a family wishes to carry the casket themselves, they must first sign and deliver to the Cemetery a General Release.

### **CEMETERY MAINTENANCE**

35. The term "maintenance" refers to the maintenance of the Cemetery in its entirety. It shall consist, among other things, of the maintenance of the public walks and roads in the Cemetery, the maintenance of the Administration Building, garages, fences, equipment and records used in the proper administration, protection and operation of the Cemetery. It shall not include a special care of lots and graves, or any shrubs, memorials or other structures situated thereon.
36. Each lot owner shall pay to the Association perpetually, a charge for Cemetery maintenance in such sum as may from time to time be fixed and determined by the Trustees of the Association, which sum shall be set forth in the contract and deed pertaining to each lot. In the event of default in payment of such charge, no interment shall be permitted in a lot until all arrears have been paid.

### **CARE**

37. The terms "care," "special care," "annual care," and "seasonal care" are used interchangeably and shall mean the mowing of grass on graves or lots at periodic intervals, the pruning of shrubs and the removal of debris. Care charges must be prepaid

annually. Such payment shall not include the replacement of any shrubs, flowers or plants, nor the sodding or re-sodding of any grave or lot.

38. No beds of stone, concrete, metal or plastic may be used to encircle graves or plots. No shells, stones, pebbles, etc. may be used to decorate graves or plots. Only grass or approved plants may be used. A grave or lot owner may arrange with the Cemetery Office for the planting and cultivating of trees and shrubs and plants on the grave or lot by the Association. No orders for planting of trees, shrubs, or plants on a grave or lot will be accepted unless provisions is made for seasonal care thereof.
39. The Association shall have the right to refuse care and/or planting orders.
40. Care of individual graves in a private plot is not permitted. The entire plot must be placed under care.
41. Whenever a single family monument is erected to cover one or more lots, the entire area represented must be placed under care and will be considered as one plot.
42. Planted enclosures, where they exist, must be placed under care and must be trimmed to approximately 18 inches above grade. Upon the lot owner's failure to do so, the Association may trim or remove such hedge at the expense of the lot owner after fifteen (15) days written notice sent to the last known address of record.
43. (a) Lot owners may plant such shrubs and plants as the Association shall approve, after first being provided with a certificate from the grower that the same are free of disease. The Association shall not be responsible for damage, replacement or survival of any nursery stock or sod which was supplied by the Association.

(b) All shrubs must be slow growing, and must be properly maintained by the grave and lot owners at their own expense.

(c) All faded floral designs, dead flowers and broken faded flags and any containers for the same may be removed by the Association without any liability attached thereto. However, the Association shall be under no obligation to render such services without compensation.

(d) A lot owner may not plant, or order the planting of

hedges, trees or any plant to form borders around a lot. Planting in a continuous row to subdivide or separate graves within a lot will not be permitted.

(e) Care of a lot or grave will not be accepted by the Association for the first year following planting by the lot or grave owner or his agent.

(f) Nothing hereinabove contained shall be deemed to prohibit care of a grave or lot by the owner of his duly authorized representatives. All rubbish made by such owners, gardeners or other representatives must be removed by them to such places of deposit as may be provided for this purpose immediately after completion of their work and before leaving the Cemetery. In the event this rule is not strictly complied with, the Association may, upon giving of five days written notice by regular or certified mail to the owner at his last known address, remove such rubbish at the expense of the owner.

44. COMPANION GRAVE SECTION: Planting is not permitted on these graves. These graves will be maintained by the Cemetery on “Lawn Plan” without cost to the purchaser and/or his or her heirs.

#### **OUTSIDE CONTRACTORS**

45. All outside contractors performing work on the Cemetery grounds shall present and file at the Cemetery Office an indemnity bond from a responsible insurance company authorized to do business in the State of New Jersey, in an amount to be determined by the Board of Trustees or Management, guaranteeing to indemnify the Association or a grave or lot owner for any damage caused to any lot or grave or crypt or the property of the Association.
46. In addition to the foregoing, all outside contractors shall file adequate certificates issued by responsible insurance companies authorized to transact business in the State of New Jersey, evidencing adequate coverage for public liability and property damage and Workers Compensation.
47. All work performed by outside contractors may be supervised by the Association, and a reasonable supervision fee shall be paid by the said contractors to the Association.
48. The Association may fix a reasonable charge for the use of Cemetery roads and facilities, and may collect said fee from out-

side contractors.

49. No contractor, or other person will be permitted to work in the Cemetery on Saturdays, Sundays, Legal or Jewish holidays, or before 9:00 A.M. on weekdays, and all workmen must leave the Cemetery grounds no later than 4:00 P.M. Monument dealers and setters will not be permitted to set or do any monument work after 4:00 P.M. on Monday through Thursday, and after 3:00 P.M. on Friday.
50. All workmen of contractors are subject to the supervision of the Association, and any workman failing to comply with these Rules and Regulations will not be permitted to do work in the Cemetery.
51. All gardeners, monument contractors, setters, etc. employed by plot owners to work upon their plots or graves in any capacity must give notice at the Cemetery Office before beginning work, stating the kind and style of work to be done, and filing with the Association a written permit signed by the plot owner for such work, and the same shall first be approved by Management.
52. No materials may be brought or delivered into the Cemetery until a written permit is obtained from the Cemetery Office, and said permit is to be exhibited whenever demanded on the Cemetery grounds by an employee. Contractors shall be responsible for supplying their own water.
53. In no event does the Association assume any liability to anyone by reason of its granting approval to any outside contractor to perform work at the Cemetery. If, in the opinion of the Association, any work or material furnished shall be improper, it may reject the same. If said work has already been done or said material been delivered, the Association may enter the lot in question and remove the same therefrom. If, in its opinion, the same may be put in proper order, the Association may, at its discretion, do so at the expense of the owner of the lot, grave or crypt.
54. If in the opinion of the Association it is necessary to make a survey before a contractor performs or furnishes material, the Association may make a survey and may fix and collect from the contractor a reasonable charge. All corner stakes must be laid out by the Association and the grade of all lots will be determined by the Association. The contractor shall be governed thereby.
55. No work will be allowed to be left in an improper or unfinished state, and should such occur, the Association may complete

or remove same at the expense of the lot owner.

56. Where in making improvements some degree of obstruction to roads, avenues, and paths becomes necessary, prior approval by the Association must be obtained, and the same must be minimized. No unnecessary delay will be permitted after work has been commenced.
57. Where heavy materials is to be moved, planks must be laid on the paths or grass affected to protect them from damage.
58. No setting of monuments will be permitted during inclement weather, the same to be determined at the sole an absolute discretion of the Cemetery superintendent or his assistant or designee.

### **DISINTERMENTS**

59. No disinterment will be permitted without the consent of the Association and the written consent of the owner of the lot, grave, crypt or niche, and of all the persons whose consent may be necessary or advisable under laws of the State of New Jersey. The Association may, in its sole and absolute discretion, require that in addition to such consents an order of the Court also be obtained.
60. All disinterments must be made by the Association, and all charges in connection therewith, including unpaid arrears pertaining to the grave, lot, crypt or niche, if any, shall be payable in advance before a disinterment shall be permitted.
61. The date of a disinterment shall be set solely by the Association.

### **MONUMENTS**

62. The Rules and regulations of the Association pertaining to all types of monuments appear in a separate schedule and shall be deemed a part of the Rules and Regulations of the Association. All grave and lot owners, stone masons, monument dealers, sand blasters, setters, etc. are urged to refer to the Rules and Regulations of the Association pertaining to the monuments prio to entering into any contract or agreement relative thereto. All work shall be completed in strict conformity with said monument Rules and Regulations.



63. No orders will be accepted for the construction of foundations in any grave or plot against which there shall be any unpaid charges due to the Association. All work ordered to be done by the Association for which it may impose a charge, must be paid for in advance.
64. Before commencing any work, the monument contractor shall first submit to the Association for its approval a written order, in duplicate, containing the following information:
  - (a) Type of work to be done.
  - (b) Sketch of memorial to be erected and inscription thereon indicating name of deceased or lot owner.
  - (c) Width, thickness and height of base.
  - (d) Width, thickness and height of die.
  - (e) Type, finish and color of base and die.
  - (f) Name and address of purchaser.
65. A permit signed by the grave or plot owner, and/or the lawfully required heirs and representatives of a deceased grave or lot owner, must accompany each order. If the owner is a society, lodge or congregation, the permit must be signed by the authorized officers thereof and bear the seal of the organization. The Association shall have the right to rely and act upon the truth of all statements therein, and upon the genuineness of all signatures thereon and upon the authority of the person signing the same to bind all interested parties. The aforesaid permit must specify the name of the deceased, the date of death, row and grave number. If the permit is for a double stone, the reserve grave must be indicated thereon. If the permit is for a family stone, a description of the lot must accompany the order.
66. Prior approval by the Association is required for all memorials to be erected on organization grounds in memory of a person(s) not interred in the Cemetery. A perpetual care trust fund must be established for the grounds surrounding this memorial.
67. A memorial footstone erected on a grave in a family plot shall prevent the future use of such grave.
68. Private lots shall have one family monument placed in the rear center of the lot bearing the family name only. The lot owner may have a footstone erected at each grave, and set on a proper foundation. Single headstones are not permitted. Where a lot extends from walk to walk, the monuments shall be set in the center of the lots facing both walks, and only in such a case may the

Inscription appear on both the front and rear of the monument. The width of the die must exceed the height. After a family monument is erected, additional names may be added thereto subject to prior approval by the Association.

69. No monument or other memorial, tree, plant, object or embellishment shall be altered or removed from a lot, grave, or crypt without notifying the Association.
70. Monuments, designs, inscriptions or structures that are, in the opinion of Management, unsightly, offensive or improper may not be erected. If erected, they will be removed, at the expense of the owner of the grave, lot, crypt or niche or the person who erected the same.

### **FAMILY MAUSOLEUMS**

71. No mausoleum shall be built on a lot containing less than 640 square feet, nor be wider than 75% of the width of the lot, nor be built less than 36" from the rear line of the lot, except where a lot extends from one walk to another, in which event the mausoleum shall be set at least five feet from the rear line.
72. No plans for the construction of a mausoleum or sarcophagus will be approved until a fund, satisfactory to the Association, has been deposited with it for the endowment of Perpetual Care of the mausoleum or sarcophagus.
73. The Association reserves the right to restrict or determine the location of a mausoleum on any lot. The dimensions of the mausoleum; its location on the lot; the character of materials, the nature of workmanship, inclusive of finishing basis and foundation; all relating to such mausoleum must comply with the Rules and Regulations pertaining to the construction of mausoleums. Such rules will be furnished on request.

### **MEMORIAL PARK SECTION**

74. A family monument which marks the plot, granite footstones set flush with the ground may be erected to mark each individual grave. One shrub at each end of the monument is permitted. Benches are not permitted. Only grass shall be planted on graves.

No shrubs, plants, pebbles, shells, or embellishments may be used, nor shall graves or plots be encircled with beds or copings of stone concrete, metal or plastic.

### **AMENDMENT AND WAIVER OF RULES AND REGULATIONS**

75. The Rules and Regulations of the Association may at any time be revised, amended, modified, supplemented or repealed, in whole or in part. Management or the Board of Trustees of the Association shall have the right to waive all or any part of its Rules and Regulations in specific instances without affecting their validity or enforceability in other or future instances. The interpretation of these Rules and Regulations shall be final and not subject to dispute.