

BEVERLY HILLS  
CEMETERY  
CORPORATION

**The Rules and Regulations of Rose Hills Memorial Park and King David Memorial Gardens, divisions of the Beverly Hills Cemetery Corporation**

Approved by the Board of Directors on August 22, 2022

The following rules and regulations pertaining to the management and conduct of ROSE HILLS MEMORIAL PARK and KING DAVID MEMORIAL GARDENS are herewith added:

In order to secure and promote the mutual benefit and protection of the owners of interment rights and the Cemetery, and to further the general objects of said Cemetery, the following are hereby adopted as the RULES AND REGULATIONS OF ROSE HILLS MEMORIAL PARK AND KING DAVID MEMORIAL GARDENS. All owners of interment rights in the Cemetery, visitors thereto, persons performing work therein, shall be subject to said Rules and Regulations, and any and all revisions thereof, amendments, additions and/or alterations thereto as shall be duly adopted by the Cemetery from time to time.

**I. DEFINITIONS**

1. Whenever, in describing or referring to any person, party, matter or thing, any word imparting the singular number or masculine gender is used, the same shall, depending upon the context, be understood to include and to apply to several persons or parties as well as to one person or party and to females as well as males, and to bodies corporate as well as to individuals, and to several matters and things as well as to one matter or thing.
2. The term "CORPORATION" refers to BEVERLY HILLS CEMETERY CORPORATION, INC. ROSE HILLS MEMORIAL PARK and KING DAVID MEMORIAL GARDENS are divisions of Beverly Hills Cemetery Corporation, Inc., an incorporated cemetery of the State of New York.
3. The term "THE MANAGEMENT" shall mean the person or persons duly appointed by the Cemetery for the purpose of conducting and administering the daily affairs of the Cemetery.
4. The term "CEMETERY" refers to the ROSE HILLS MEMORIAL PARK AND KING DAVID MEMORIAL GARDENS situated on Mill Street, in the Town of Putnam Valley, New York, owned and operated by the Cemetery.
5. The term "CEMETERY OFFICE" shall mean the main office of the Cemetery maintained

on its Cemetery grounds.

6. The term "MEMORIAL PARK" shall mean such portion or portions of the Cemetery which is or are designated as such on the maps of the Cemetery on file in the Cemetery Office, in which only flush Bronze Memorials may be erected according to the specifications as they appear in the special rules and regulations of the Cemetery relating thereto.

7. The term "GARDEN MEMORIAL ESTATES" shall mean the burial space (for the use of heads of families, their children and grandchildren), lying within the confines of specially landscaped areas in the Memorial Park sections of the Cemetery, surrounded in part by carefully designed ornamental walls, landscaped with perennial flowering and other-ornamental plantings.

8. The term "MONUMENTAL SECTION" shall mean such portion or portions of the Cemetery which is or are designated as such on the maps on file in the Cemetery Office, and in which monuments may be erected in accordance with the specifications as they appear in the special rules and regulations of the Cemetery relating thereto.

9. The term "HUMAN REMAINS" OR "REMAINS" shall mean the body of a deceased person or the dismembered part of a body of a living person and shall include cremated remains.

10. The term "INTERMENT" shall mean the lawful disposition of human remains by burial, entombment or inurnment.

11. The term "ENTOMBMENT" shall mean the placement of the remains of a deceased person in a crypt or vault, whether above or below the ground surface.

12. The term "CRYPT" shall mean a space used or intended to be used above or underground to entomb human remains.

A. The term "MAUSOLEUM CRYPT" shall mean a crypt contained in a mausoleum structure.

B. The term "LAWN COVERED MAUSOLEUM" shall mean a steel-reinforced, double or single depth, concrete box, installed for future interment use and contained in a separate area of the Cemetery which has been set aside for lawn crypt burials which area has been excavated and in which a drainage system has been installed all as part of a separate and complete development.

13. The term "NICHE" means a space used or intended to be used for the inurnment of the ashes of a deceased person.

14. The term "GRAVE" shall mean a space of ground in the Cemetery, as shown on the individual Grave Layout Maps, filed in the Cemetery Office, used or intended to be used for the interment of human remains.

15. The term "LOT" or "PLOT" refers to numbered or lettered divisions, designated as such on the maps of the Cemetery on file in the Cemetery office.

16. The term "PRIVATE FAMILY PLOT" shall mean a rectangular plot consisting of not less than two (2) graves.

17. The term "MEMORIAL" shall mean an effigy, grave marker, family monument, private mausoleum, sarcophagus or other private structure used for memorializing the dead, whether constructed partially or totally above or flush with the ground.

18. The term "PERMANENT MAINTENANCE" refers to the common and public areas of the Cemetery and includes the maintenance of the Cemetery, and public mausoleum owned and operated by the Cemetery; it includes the cutting of lawns at reasonable intervals; keeping in repair the drains, water lines, roads, buildings, fences and other structures owned by the Cemetery, overhead expenses necessary for the operation of the Cemetery, the purchase and maintenance of machinery, tools, and equipment, compensation of employees, payment of insurance premiums, reasonable payments for employee's pension and other benefit plans and maintenance of the necessary records of ownership, transfers, and interments, and for such other purposes as shall be consistent with the keeping of a well maintained and efficient cemetery.

19. The term "GENERAL MAINTENANCE" refers to the Cemetery in its entirety. It shall consist of maintaining the public roads in the Cemetery and the removal of snow there from, maintaining the Administration Building, garages, equipment, and records for the proper operation of the Cemetery, but does not include any Annual Care or grass cutting of plots, lots, graves, shrubs, memorials or other structures.

20. The term "ANNUAL CARE" means the mowing of grass and cleaning and weeding of planting on a grave space in a Monument Section.

21. The term "PERPETUAL CARE" shall consist of cutting of the planting, grass, and weeds on the graves and plots or lots where such graves, plots, or lots have been placed under perpetual care by virtue of a payment made to the perpetual care fund of the Cemetery by the plot owner. The obligation to perform such services and work by the Cemetery shall be limited to the income but may also include replacement of the shrubs, plants, trees, or flowers if such income shall be available.

22. The term "PERMANENT MAINTENANCE" shall in no case be construed as meaning the maintenance, care, repair or replacement of any gravestones, memorials or monumental structures or other embellishments or improvements placed or erected upon any plots, lots or graves; nor the planting of flowers or care of special planting or ornamental plants; nor the maintenance or doing of any special or unusual work in the Cemetery; nor does it mean the reconstruction or cleaning of any marble, granite, bronze or concrete work on any section, plot or lot, or any portion or portions thereof, or on any grave in the Cemetery, or other buildings or structures, where the loss or damage was caused by any act other than that of the Cemetery, including but not limited to loss or damage by the elements, acts of God, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots, or by the orders of any military or civil authority, whether the loss or damage be direct or collateral, other than as herein provided.

23. The term "CONTRACTOR" shall mean any person, other than an employee of the Cemetery, engaged in performing any work in the Cemetery.

## **II. OWNERSHIP, TRANSFER AND DESCENT OF BURIAL SPACE**

1. All plots, lots, graves, crypts and niches in the Cemetery shall be held in pursuance of New York State Cemetery Law and the Rules of Procedure of the State Cemetery Board, the amendments thereof and supplements thereto, and the several acts successors thereto, and any and all special or general acts applicable to this Cemetery and the Cemetery lands thereof-, and said plots, lots, graves, crypts and niches shall be held also subject to the franchise, Bylaws, Rides, and Regulations of the Cemetery now in force or hereafter adopted, whether or not the same appear herein or in the agreements for purchase or in the deeds for the same.

2. No easement or right of interment is granted to any owner of a plot, lot, grave, crypt, or niche 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 plots, lots, graves, crypts or niches as long as the Cemetery devotes it to that purpose.

3. The Purchaser of a plot, lot, grave, crypt, or niche shall not be deemed to be vested with title thereto until the full purchase price thereof, including the interest if any, shall have been paid to the Cemetery.

4. The Cemetery may refuse to recognize as valid, complete, and/or effective, any transfer, assignment or reservation of a plot, lot or any part thereof, or interest therein, or grave, crypt or niche, unless and until the Cemetery shall have first authorized the same by a writing on the instrument of transfer or other appropriate document in such form as shall be satisfactory to the Cemetery, and which shall have first been filed and recorded in the Office of the Cemetery, for which filing and recording it shall be entitled to make a reasonable charge, and also, shall have made such payment to the Cemetery's Permanent Care Fund as shall be required by Statute. The Cemetery may refuse its said consent as long as any indebtedness remains due on said plot, lot, grave, crypt, or niche.

5. No person will be recognized as the owner of any plot or lot, or any part thereof or any interest therein, or any grave, crypt or niche, unless his name is recorded as such upon the records of the Cemetery.

6. When there are several owners of a plot, lot or crypts, they may designate in writing one or more persons to represent the said plot, lot or crypts and the owners thereof, and file the same with the Cemetery; the same to be in such form as is acceptable to it. So long as they fail to file such a designation, the Cemetery may designate and deal with anyone or more of such owners as such representative. The Cemetery's regular charge shall be paid for the filing of any such designation.

7. Upon the death of the owner of a plot error, or any part hereof or any interest therein, or of a grave, crypt or niche, or upon the death of the Purchaser under a Contract of Sale, therefore, the Cemetery may require, before recognizing the interest of a successor in title, that the surviving

spouse, if any, or any person claiming title thereto or an interest therein as heir or devisee of such deceased owner or as the executor or administrator of his estate, file with the Cemetery an Affidavit in such form as meets with its approval, setting forth the pertinent facts and shall attach thereto and make a part thereof a properly certified copy of any Last Will and Testament left by the decedent; for which filing the Cemetery shall be paid its regular charge.

8. Upon the death of a joint tenant or a tenant by the entirety, the Cemetery may require, before recognizing the surviving tenant as sole owner of the plot, lot, grave, crypt or niche, that such survivor file with the Cemetery an Affidavit in such form as meets with its approval; for which filing the Cemetery shall be paid its regular charge. The holder of a transfer deed or assignment and/or reservation of a lot, plot, grave, crypt or niche, upon the demand of the Cemetery shall deliver the same to it in duplicate for its approval, and for recording on its books and filing in its records. The Cemetery shall be entitled to make its regular charge for such recording and filing.

### **III. INTERMENTS AND DISINTERMENTS**

1. The Cemetery reserves the right to refuse interment, and to refuse to open any interment space for any purpose, except on written application by the owner of record or his legal representative, made out on such forms as shall meet with the approval of the Cemetery and *which shall* be filed in the Cemetery office.

2. The Cemetery may require that a member of the family come in person to the Cemetery office to advise the Cemetery which grave shall be opened for an interment.

3. When human remains shall have been interred pursuant to a written interment permit, the Cemetery may, unless said permit expressly provides otherwise, allow the nearest of kin of said decedent to erect a monument or memorial over or embellishment upon the grave in accordance with its rules and regulations.

4. The Cemetery, its agents, servants and employees shall not be held responsible for any mistake or error occurring in carrying out a request from an order not submitted clearly in writing by a person authorized to place the order. The lot owner or representative thereof shall assume all risks of error when attempting to place an order or request by telephone or without benefit of precise and proper instructions as to the particular space, size and location in a plot or lot where interment is desired, or from the omission of the owner to file with the Cemetery and maintain current information as to the address and identity of the owner, the representatives of the owner if not an individual, and a grave layout map approved by it. Although the Cemetery may elect to accommodate a lot owner by acting on less formal methods and less reliable documentation, the Cemetery shall be entitled to refuse any instructions unless submitted in writing.

5. All remains must be received by the Cemetery in an approved casket or urn before an interment, entombment or inurnment will be made. In addition, cremated remains also require an urn vault when interred. These rules apply to both Rose Hills and King David.

6. No grave layout map may be used unless and until it is first submitted to, approved by and filed with the Cemetery in its Cemetery Office, and the Cemetery's charges for said approval and filing are paid.

7. In the absence of specific written instructions by the owner of a plot, lot, or a number of crypts, or whenever the Cemetery cannot with reasonable diligence communicate in writing with the owner's designated representatives (based on the addresses last filed by the owners to obtain directives, etc.), the Cemetery, or its officer or agent having immediate charge of the interment, may inter the remains of any person entitled to interment therein, in anyone of the unused spaces therein, at its discretion.

8. When instructions regarding the location of any interment in a plot or lot cannot be obtained without undue delay or cannot be obtained at all, or where the instructions given with regard thereto are in the opinion of the Cemetery indefinite, or when for any reason the interment space cannot be opened where specified, the Cemetery may in its discretion open it in such location in the plot or lot as it deems best and proper, so as not to delay the funeral; and the Cemetery, its agents, servants and employees shall not be liable in damages therefore.

9. All funerals, upon reaching the Cemetery, shall, be under the supervision of the Cemetery Management. The employees of the Cemetery are not and shall not be obligated to act as pall bearers for the removal of the coffin from the hearse, or conveying it to the grave or crypt. Any such act by the employees of the Cemetery is done as an accommodation and the Cemetery shall not be liable for the handling of the coffin containing the remains.

10. Every funeral procession is required to stop at the Cemetery Office or other previously designated area and deliver to the Cemetery Superintendent or such other authorized agent of the Cemetery then in charge of the Cemetery in his absence, the permits issued by the Board of Health and the owner of the plot, lot, grave, crypt or niche, and to prepay its opening charge.

11. The Cemetery reserves the right to insist upon receiving written notice of any interment at least 24 hours before the funeral cortege arrives at the Cemetery Office, and at least one week's written notice of any disinterment or removal of the remains.

12. Owners of plots, lots, graves, crypts or niches shall not permit interments to be made therein for remuneration.

13. The Cemetery shall be in no way liable for any delay in the interment of the remains where a protest has been made, or where its rules and regulations have not been complied with, and it reserves the right, under such circumstances, to place the remains in a receiving vault at the expense of the person making the interment, until the rights of all interested parties have been determined. The Cemetery shall be under no duty to recognize any protest unless it is in writing and filed in its office at least 24 hours before interment.

14. Inasmuch as boxes and caskets made of wood and/or metal may deteriorate and collapse after a comparatively few years, thereby causing hazardous and unsightly sunken graves, therefore the Cemetery may, for all lots purchased after July 1, 1992, prohibit the use of such boxes and/or caskets except where the same are enclosed in a concrete or stone vault or sectional concrete liners, of such specifications as shall be approved by the Cemetery. The actual installation and sealing of concrete liners shall in all cases be made by the Cemetery.

15. For the purpose of maintaining a high degree of dignity, and for the purpose of handling the casket safely, a lowering device and artificial grass covering must be used at each interment for the use of which the Cemetery will make a reasonable charge.

16. Disinterment shall be permitted in accordance with the Statute pertaining to the same. The Cemetery may require that a court order be obtained by and at the sole cost and expense of the interested parties, if in its judgment the same is necessary or advisable.

17. The owners of plots, lots, graves, crypts and niches, and those ordering the same are required to prepay all of the Cemetery's charges for opening and closing the same and for interments, disinterments, removals, work and materials.

18. No interment, except in the case of interments in the public administration welfare section, will be permitted in, and no monument, memorial or embellishment may be placed on any plot, lot, grave, crypt or niche, where title has not been conveyed by the Cemetery to the lot owner.

19. All interments and disinterments; can be made only by the Cemetery, the charges for which shall be paid in advance.

20. The remains or cremated remains of no more than one person may be interred in any one single grave space, vault, crypt or niche at the prevailing charge. Where space permits, the Cemetery, in its sole discretion, may grant additional interment or entombment rights for cremated remains at a price to be determined by the Cemetery.

21. When the person directing the funeral, whether he be undertaker or otherwise, presents himself at the Cemetery Office or other designated area with the remains, the Cemetery shall have the absolute right to assume that said remains are those of the person mentioned in the interment permit presented to it for the interment thereof. The Cemetery shall not be liable for any difference in identity between the person whose remains are sought to be interred and the person named in said permit.

22. The Cemetery reserves, and shall have the right to correct any error that it may make in

interments, disinterments or removals, or in the inscriptions on memorials or on the container for cremated remains, or in locating or placing of memorials, or in the contract for the sale of or in the conveyance of interment space (including but not limited to the erroneous inclusion therein of interment space which it had theretofore sold or contracted to sell to another). In the event of any error made in the contract for the sale of interment space, or if for any reason it cannot sell the interment space therein described, it may substitute in said contract in lieu of the interment space therein described, other interment space of equal value and similar location as far as possible, or in its sole discretion, it may refund to the Purchaser the consideration paid to it on account thereof and cancel said contract. In the event of any error made in the conveyance of interment space, or if for any reason it could not or should not have conveyed the same, it may cancel said conveyance and issue in lieu thereof a new conveyance for other interment space of equal value and similar location as far as possible, or in its sole discretion, it may refund the consideration paid to it therefore. In the event that the correction of any such error shall require the removal of interred remains, the Cemetery reserves the right to disinter the same and reinter the same in the correct or in the new location. The Cemetery shall not be liable in damages or any such error or the consequences thereof, or for the correction thereof.

23. The Cemetery will make its best efforts to accommodate lot owners when scheduling interments. However, the Cemetery reserves the right to act within its discretion to schedule or reschedule interments based upon a number of factors due to extenuating circumstances, including but not limited to staffing issues, inclement weather, dangerous ground conditions, pandemics, or acts of God.

#### **IV. MAUSOLEUM SECTIONS**

1. Decorations are limited to fresh or artificial flowers, one potted plant no larger than 9" in diameter, and winter greens. A vase for fresh flowers may be obtained at the Cemetery office or brought in your own unbreakable container. Any additional items will be removed at the discretion of the Cemetery.

2. Nothing should be attached to the crypt front as wire and scotch tape scratch and stain the granite and marble with the exception of wreaths, which may be hung for the Easter and Christmas holidays. These may be hung with the approved hooks, which can be obtained at the main office, or they may be hung by the grounds crew for safety concerns at higher levels.

3. Articles other than approved flowers or plantings will not be permitted and may be removed without notice. This includes all artificial flowers, pictures, statues, etc.

4. The Cemetery is open to the public and thousands of people visit it every year. While we make every effort to protect decorations, we regret that we cannot assume responsibility for protecting them from damage or disappearance.

5. The inscription shall ONLY include the family name, first name, and years of birth and death.

6. The Purchaser (s) of a crypt(s) or niche(s) agrees that upon completion of the section in which the crypt(s) or niche(s) are located and the issuance of the Deed therefore, he or she or they will, promptly thereafter, confirm their selection of the said entombment or inurnment spaces by reviewing the crypt or niche layouts and visiting the locations of the crypts or niches in the mausoleum. Crypt and niche owners or their representatives are encouraged to visit the mausoleum prior to entombment or inurnment in order to view the location of the crypt or niche and to familiarize themselves with site conditions. Upon request members of the Management staff will provide assistance to such persons during this time of inspection regarding any questions that maybe presented.

7. The Cemetery will provide for the permanent care of the mausoleum and the crypts and niches therein at no cost to the owner thereof. Such care and maintenance will be provided only from the income generated by investment of the Permanent Care Fund in accordance with the Laws of the State of New York.

8. Each granite or marble crypt front in the mausoleum is unique. Since granite and marble are natural materials, variations in color and pattern are to be expected as are hairline fractures. If a crypt front is cracked into two or more pieces, it will be repaired or replaced at the discretion of The Cemetery. Other than this condition, crypt fronts will not be replaced or exchanged.

9. No memorial crypt front shall be placed upon, altered or removed from a crypt or niche without the written consent of the Cemetery.

10. In order to preserve the dignity and appearance of the mausoleum for the benefit of all owners of crypts and niches, floral arrangements utilized in a funeral service, will be retained in the chapel only during the service. Following the service, said floral arrangements will be removed by the management.

11. To insure the dignity of the mausoleum artificial or fresh flowers will be permitted at the mausoleum. Such flowers must be placed in the area provided for that purpose and must be no larger than can be accommodated by the vases provided. Vases are limited to 2 per crypt space.

12. All flowers when wilted or dead may be removed by the Cemetery and disposed of by it as it deems best without any liability therefore. The Cemetery assumes no responsibility for any flowers left at the mausoleum.

13. Living plants, candles or candlesticks, vases, statuettes, religious objects, photographs, or any other ornament of any kind will not be permitted at the mausoleum at anytime and nothing shall be attached to the front of any crypt or niche. Management reserves the right to remove and discard any such objects brought into and left within the mausoleum in violation of these Rules and Regulations.

#### **V. EXPENDITURE FOR PERPETUAL CARE LIMITED TO INCOME**

1. Any obligation of the Cemetery as to the perpetual care of a grave or graves shall be limited absolutely to the net income derived from such fund or funds, no part of the principal being expended, anything herein stated to the contrary notwithstanding.

#### **VI. MEMORIAL SECTIONS**

1. Only flush to ground Memorials shall be allowed in memorial sections of the Cemetery. Any such Memorial shall be erected in accordance with the specifications as they appear in the special Rules and Regulations of the Cemetery applicable thereto.

2. Flush memorials shall be set only at the foot of a grave.

3. The Cemetery reserves the right to construct "Garden Memorial Estates" at such locations in its Cemetery as it may deem appropriate in furtherance of its program of beautification and embellishment thereof and to sell Family Burial Estates therein.

#### **VII. GENERAL**

1. In order to preserve the beauty and serenity of the natural landscape and to make visits as comforting as possible for all, we respectfully request that you abide by the following:

2. Grave decorations permitted are fresh flowers, potted plants, and winter greenery for the holiday season. Flags are permitted on Flag Day, Memorial Day, July 4, and Veteran's Day. For your convenience, vases and flags are available at our office at no charge.

3. Artificial flowers, candles, ornaments, religious objects, photographs, and other items are not permitted, and may be removed without notice.
4. Faded flowers and plants will be removed weekly by our Cemetery crew. While we make every effort to care for your floral tributes, we cannot assume responsibility for them.
5. Upon full payment of the purchase price, The Cemetery will deliver to the Purchaser its usual form of deed to the memorial property described in this Agreement.
6. There will be no charge for care or maintenance of the memorial property. The Permanent Maintenance Trust Fund is regulated by the laws of the State of New York.
7. If the need for an interment of the original Purchaser or original Co-purchaser should arise before the property is completed and ready for interment, The Cemetery agrees to exchange the property to a completed section at no additional charge. If the need for entombment should arise before the mausoleum section is completed, The Cemetery agrees to make a temporary entombment in a completed crypt and to make a re-entombment into the Purchaser's crypt, when completed, at no additional charge.
8. The Purchaser may for a period of five (5) years from the date of their Agreement, exchange his or her property for a location of equivalent size and value in any section available provided that no interments have been made in the original property.
9. The Purchaser will have the right to sell or assign his property to anyone, subject to the laws of the State of New York and the rules and regulations of the Cemetery. The Cemetery, however, is under no obligation to repurchase the property.
10. In the event the need for interment arises before the pre need payments are made in full, the burial may be made if the cost of each space being used has been paid and if the account does not have a history of delinquency. Payment shall then continue in accordance with the terms of their Agreement.
11. Only Bronze Memorials set flush with the turf and of the size and quality approved by the Cemetery may be used on the memorial property.
12. To protect against the unsightly appearance of sunken graves, and to ensure the safety of visitors, a concrete vault or liner is required for all interments. (This does not apply to lawn-covered or above-ground mausoleums.)
13. The purchase price does not include the fee for each interment service unless specified in writing. The fee includes the opening and closing of the grave, the grave side service, and the filing of all legal documents. The interment service fee is approved by the New York State Cemetery Board.

14. The purchase price does not include the fee for each entombment service unless specified in writing. The service shall include the opening and sealing of the crypt, use of the chapel, and the inscription. The inscription shall include only the family name, first name, and years of birth and death. The entombment service fee is approved by the New York State Cemetery Board.
15. Visitors are welcomed every day of the year. To preserve the dignity of mausoleum, please do not bring artificial flowers, plants, candles, ornaments, religious objects, or photographs to the mausoleum. To protect the marble and granite, do not attach anything to the crypt fronts.
16. Should a death occur to a child of a pre-need Purchaser, the Purchaser shall receive for the child the same items purchased by the parent, (or items appropriate to the age of the child) up to a \$10,000 retail value, if the child at the time of death was: between 1 and 21 years of age; unmarried or living at home or in college. In addition to coverage for a child living with his or her parents, coverage shall also be provided if the child was: living with grandparents; living with a separated or divorced parent, living with a legal guardian.
17. Contact the Cemetery office for maximum urn sizes for specific niches prior to any inurnments.
18. Any person who shall willfully destroy, mutilate, deface, injure or remove any tomb, monument, gravestone, building or other structure placed in any Cemetery of any Association incorporated under this act, or any fence, railing, or other work for the protection or ornament thereof, or of any tomb, monument or gravestone, or other structures aforesaid, or of any plot or lot within such Cemetery, or shall willfully destroy, cut, break, or injure any tree, shrub or plant within the limits of such Cemetery, shall be deemed guilty of a misdemeanor, and such offender shall also be liable in an action of trespass, to be brought in such cases, in the name of such Corporation, to pay all such damages as shall have been occasioned by this unlawful act or acts; such money, when recovered shall be applied by the Trustees to the reparation or restoration of the property so destroyed or injured.
19. The Cemetery lands and property of any Association or Corporation formed pursuant to this Act shall be exempt from all public taxes, rates, and assessments, and shall not be liable to be sold on execution or be applied in payments of debts due from any individual proprietors. But the proprietors of lots or plots in such cemeteries, their heirs or devisees, may hold the same exempt therefrom so long as the same shall remain dedicated to the purpose of a Cemetery.
20. And during that time no STREET, ROAD, AVENUE, or THROUGHFARE shall be laid through such Cemetery, or any part of the lands held by such Association or Corporation for the purpose aforesaid without the consent of the Trustees of such Association or Corporation, except by special permission of the Legislature of the State.
21. The Cemetery may accept and rely upon as duly authorized, any and all instruments, including but not limited to permits and orders of any and every kind, nature or description, transfer

deeds, assignments and/or reservations of interment space, affidavits and designations, and it shall have the right to rely and act upon the truth of all statements contained therein, and upon the genuineness of all signatures thereon, and upon the authority of the person signing the same to bind all interested persons.

22. The Cemetery reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations now or hereafter adopted by it.

23. No interments or interment services, disinterments or removals will be permitted on Sunday or on any of the following Legal Holidays: New Year's Day (January 1), Memorial Day (May 30), Independence Day (July 4) Labor Day, Thanksgiving Day and Christmas Day (December 25); or any other day before 8:00 a.m. or after 3:30 p.m. Any work after 3:00 p.m. will be subject to an overtime fee. The owners of plots, lots, graves, crypts, and niches, and their families, will be allowed access to the grounds at all times, upon condition that they observe the Rules and Regulations which are now or which may hereafter be in force for the regulation of visitors.

24. Any notice which may be necessary or proper to be given to the owner of a plot, lot, or any part thereof, of interest therein, of any grave, crypt or niche, shall be sufficient if sent by ordinary mail addressed to him or her at his or her last address on file in the Cemetery Office. It shall be the duty of such owner to notify the Cemetery in writing by registered or certified mail, return receipt requested, of any change of his post office address, and such notice must be actually received by the Cemetery at said Office.

25. All grading, foundation work, installation of memorials and/or improvements, and all care of plots, lots, graves, crypts or niches, shall be done, and all trees and plants of any kind shall be planted, trimmed, cut or removed, and all interments, disinterments and removals, including all openings and closings of interment spaces, shall be done and made solely by the Cemetery and with its equipment, including but not limited to its tents, artificial grass and lowering device; and the owner of the plot, lot, grave, crypt or niche, and all others requesting the same, shall pay the established charges of the Cemetery therefor.

26. The Cemetery desires to give as free a scope as possible to the individual tastes of owners of plots, graves and crypts in regard to the style and character of their improvements and embellishments, (including but not limited to any monument, effigy or enclosure, or any inscription thereon), but, in the interest of all, it reserves the right (and without any liability therefor) to remove any embellishments or improvements which may be considered by it to be unsightly, undesirable, offensive, improper, injurious, injudicious or prejudicial to the general good appearance of the Cemetery or to the rights of the owners of other plots, lots, graves or crypts, and to remove neglected plant life and/or prune any tree or shrubbery which may be deemed by the Cemetery to be detrimental to the effect and beauty of the scenery, or otherwise unsightly or undesirable, at the expense of such owner. And the Cemetery reserves and shall have the right to enter upon such plot, lot, grave or crypt for such purposes.

27. No mound, monument or other memorial, tree, plant or object or embellishment of any kind shall be placed upon, altered or removed from a plot, lot, grave or crypt without the written consent of the Cemetery.

28. If any plants, trees or shrubbery situated on or in any plot, lot or grave shall or may by means of their roots, branches or otherwise, or if they or any enclosures be or become detrimental to the adjacent plots, lots or graves, walks or roads, or unsightly, or inconvenient to pedestrians or vehicular traffic, or if for any other reason its removal is deemed necessary, the Cemetery reserves the right, without being liable therefor, after due notice has been given to the lot owner to enter into and upon the same and remove there from such enclosures, plants, trees and/or shrubbery, or such parts thereof as it may determine to be detrimental, unsightly or inconvenient, or otherwise correct the condition as in its judgment seems best, at the expense of the owner of said plot, lot or grave.

29. Shrubby may be planted around the perimeter of a plot or plots in the monument section only provided the same shall be planted sufficiently within the boundary lines of such plot or plots so as not to interfere with the adjoining graves, walks, roadways, or the like. *No* such plantings shall be permitted without the prior approval of the Cemetery and the making of provision for-the endowed care of same.

30. All persons, including but not limited to outside contractors, wishing to do any work in the Cemetery, including but not limited to the erecting of mausoleums, vaults, monuments, setting grave markers, or cutting any inscriptions, must first present at the Cemetery Office a written authorization therefor signed by the owner of the plot, lot, grave or crypt, and such others whose consent thereto the Cemetery deems necessary, and obtain a written permit from the Cemetery, before commencing the work or bringing any materials into the Cemetery. Said permit will be granted only upon condition that the person who is to do such work first files with the Cemetery a surety bond of a responsible insurance company authorized to do business in the State of New York, in the sum of \$1 ,000.00, and in such form as is satisfactory to the Cemetery, indemnifying it against any damage which he may cause to the property of the owner of the plot, lot, grave or crypt, or to the property of the Cemetery, and/or to any other plot, lot, grave or crypt owner, and he shall at all times during the performance of the work maintain in full force, in responsible insurance companies authorized to transact business in the State of New York, insurance against public liability for personal injury and/or death, with such limits as the Cemetery shall specify, and before commencing work or bringing materials into the Cemetery, he shall furnish the Cemetery with a certificate from his insurance carrier certifying to said coverage. Such permit shall be shown whenever demanded by the Superintendent or any other officer of the Cemetery. All such work must be done under the supervision of the Superintendent of the Cemetery or such other properly authorized person as shall be in charge of the Cemetery in his absence, for which it may make a reasonable charge.

31. All work done and materials furnished to the owner of a plot, lot, grave or crypt by anyone other than the Cemetery, shall be subject to the approval of the Cemetery, for which approval it

may fix and collect a reasonable charge. The Cemetery, however, in no event assumes any liability to any one by reason of its granting such approval. If in the opinion of the Cemetery, any work or material so furnished shall be improper, it may reject the same; and if the said work has already been done or the said material been delivered on the plot, lot, grave or crypt, the Cemetery may enter thereon and remove the same there from or, if in its opinion the same may be put in order, the Cemetery may in its discretion put the same in proper order at the expense of the owner of the plot, lot, grave or crypt. The Cemetery may fix and collect from the person doing such work or furnishing such material, a reasonable charge for supervision of such work by the Cemetery.

32. All workmen employed by anyone other than the Cemetery in performing any work or furnishing any material in the Cemetery, must be subject to the supervision of the Cemetery; and any workman failing to conform to this Rule and Regulation will not be permitted to work on the grounds.

33. No one, other than the Cemetery, its officers, agents and employees, may trespass upon intervening plots, lots, graves and crypts, when moving materials for the monuments, tombs, etc. The paths are to be used in all cases, unless explicit, written permission is obtained to the contrary from the owners of the plots, lots, graves or crypts affected.

34. Where heavy material is to be moved, planks must be laid on the paths or grass affected, in order to protect the same from damage.

35. Where, in making improvements, some degree of obstruction to roads, avenues and paths becomes necessary, prior approval thereof by the Cemetery must be obtained, and the same must be as slight as possible, and no unnecessary delay will be permitted after work has been commenced.

36. Guy ropes must not be fastened to any tree in the Cemetery. When trees or shrubbery are in the way of contemplated improvements, notice must be given at the Cemetery Office prior to commencing work.

37. All rubbish made by owners of plots, lots, graves or crypts, or by persons employed by them, must be removed immediately from the premises of the Cemetery. Strict compliance with this Rule will be enforced at the expense of the owner of the plot, lot, grave or crypt.

38. No work will be allowed to be left in an improper or unfinished state, and should such occur, the same may be properly completed by the Cemetery, and the expense of such completion will be charged to the owner of the plot, lot, grave or crypt.

39. All work by outside contractors must cease during funeral services in the vicinity of the work.

40. The owner of such plot, lot, grave and crypt shall keep the improvements thereon in repair, at his own expense.

41. All floral designs, when faded, dead flowers, and broken flags may be removed by the Cemetery and disposed of by it as it deems best, without any liability therefor.

42. The Cemetery may at any time enter upon the plots, lots, graves and crypts to keep the same neat, and clear off the grass and weeds and dispose of the same; but nothing herein contained shall obligate the Cemetery to render any such service without compensation therefor.

43. In the event that it becomes necessary, in the opinion of the Cemetery, to replace, repair, reset or reconstruct any structure, including but not limited to any granite, bronze, or concrete work on any section or plot or lot, or any portion or portions thereof, or on any grave or crypt which has fallen or been damaged by any act except that of the Cemetery, including but not limited to damage by the elements, acts of God, the common enemy, thieves, vandals, strikes, lockouts, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots, or by the orders of any military or civil authority, the Cemetery may at any time thereafter give a ten day written notice of the necessity for such replacement, repair, resetting or reconstruction to the owner of the plot, grave or crypt shown upon its records, and deposited in the United States mail addressed to him at his address appearing on its books. In the event such owner fails to replace, repair, reset or reconstruct the same within the period specified in said notice, the Cemetery may in its discretion enter the said plot, grave or crypt, cause the same to be replaced, repaired, reset or reconstructed and charge the expense thereof against such owner, but nothing herein contained shall obligate the Cemetery to render any such service.

44. For the purpose of performing work in any part of the Cemetery or on any plot or lot, or part thereof, or on any grave or crypt including but not limited to making excavations for any purpose, the Cemetery reserves the right to enter upon and temporarily use any adjoining plot, lot, grave or crypt, including but not limited to the right to place thereon such tools, derricks and/or materials as may be necessary to perform said work. The grade of all plots will be determined by the Cemetery, and the contractors shall be governed thereby.

45. No signs of any kind will be allowed on plots, lots, graves, mausoleums or crypts; provided, however, that where under an agreement between the Cemetery and an Association, Church, Synagogue or Fraternal Organization an area of the Cemetery is set aside for sale to members of such an organization, the Cemetery may elect to mark the section with a small sign. No advertisement in any form will be allowed on any work in the Cemetery, and the Cemetery reserves the right to remove there from any such signs or advertisements and to dispose of the same as it sees fit, without any liability therefor.

46. No one, including but not limited to any gardener, monument or bronze memorial dealer, shall solicit business in the Cemetery or place any business cards upon any plot, lot, grave or crypt.
47. Persons within the cemetery grounds shall use only the avenues, walks, alleys and roads, and any persons injured while using any portion of the Cemetery other than the avenues, walks, alleys or roads, shall in no way hold the Cemetery liable for any injuries sustained.
48. When driving any vehicle into, in or through the Cemetery grounds, or over the private roads leading into the same, the following rules must be strictly observed:
- A. All posted traffic signs must be obeyed.
  - B. Where parking on one side of road is permitted, the vehicle must be parked parallel with and at the edge of the roadway.
  - C. No vehicle shall ever be driven at a speed exceeding 15 miles per hour. When a lesser speed limit is posted, such lower limit must be observed.
  - D. No vehicle shall ever be parked upon or driven over any grave, lot or plot, or lawn.
  - E. "U" turns are prohibited at all times.
  - F. Except where posted signs permit parking, no vehicle shall ever be parked on any road or driveway within or leading into the Cemetery. Where parking is so permitted, the vehicle should not be parked at such location or in such position as to prevent any other vehicle from passing the same; and if so parked or left, the management reserves the right to remove the same without liability therefor.
49. Persons with liquor or refreshments will not be permitted on Cemetery grounds.
50. All persons are prohibited from climbing trees and from leaping or crossing over enclosures, whether belonging to the Cemetery or to plot, lot or grave owners.
51. All persons who willfully violate any of the Rules or Regulations of the Cemetery, or who are disorderly, or who trespass upon the Cemetery grounds, or who endanger others, or who disturb the quiet, dignified atmosphere to which lot owners are entitled, shall be ejected from the grounds and forbidden thereafter to enter therein. All such persons shall be held liable under the law for any damage done by them.
52. No pets of any kind will be permitted into the Cemetery at anytime.
53. The Cemetery shall have the right to maintain guards if in its discretion it deems it necessary, but is under no legal obligation to do so. Whether or not guards are used, the Cemetery distinctly disclaims all responsibility for any loss or damage from causes beyond its reasonable control, including but not limited to damage caused by persons not in its employ, by the elements, acts of God, the common enemy, thieves, vandals, strikes, malicious mischief makers, explosions,

unavoidable accidents, war, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral.

54. The Cemetery, in the performance of any of its contracts or other legal obligations, shall not be liable for any delay (or the consequences thereof) caused by the elements, acts of God, strikes, lockouts, shortage of labor and/or material, the common enemy, thieves, vandals, malicious mischief makers, explosions, unavoidable accidents, war, invasions, insurrections, riots or orders of any military or civil authority, and/or conditions beyond its control.

55. The Cemetery reserves unto itself the right, at any time and from time to time, except in the case of major alterations to the Cemetery which require New York State Cemetery Board approval, to enlarge, reduce, replot or change the boundaries or grading of the Cemetery or of any section or sections thereof, or any part or parts thereof, including but not limited to the right to modify or change the location of, or any part or parts of, or regrade or eliminate, roads, drives and/or walks. It also reserves unto itself easements and rights of way under, through, and over the Cemetery ground and any and every part thereof for the purpose of laying, maintaining and operating, or altering or changing pipe lines, conduits, gutters and/or drains for sprinkling systems, drainage, electric or communication lines, or for any other purpose. The Cemetery further reserves unto itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over any and all plots, graves and crypts in the Cemetery for the purpose of passage and repassage to and from other plots, lots, graves, or crypts and other parts of the Cemetery.

56. The Cemetery may, and it hereby reserves the right at any time or times, with or without notice to the owners of plots, lots, graves, crypts or niches, or any part thereof or any interest therein, or to any contractor or memorial dealer to revise these Rules and Regulations, or to amend, alter, supplement and/or repeal the whole or any part thereof, subject to the approval of the New York State Cemetery Board.

57. In the construction of these Rules and Regulations, or any part thereof, no outline or analysis of the contents of any title, sub-title or Rule or Regulation or headnote shall be deemed to be a part of these Rules and Regulations.

58. Special cases may arise in which the literal enforcement of a Rule or Regulation may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions, or modifications in any of the Rules and Regulations, when in its judgment, the same appear advisable; and such exceptions, suspensions or modifications shall in no way be construed as affecting the general application of such Rules and Regulations. It is expressly understood that any indulgence on the part of the Cemetery, or failure to insist upon the strict performance of any Rule or Regulation, shall not be deemed a waiver of its rights in the premises.

59. Artificial flowers or ornaments of any kind may not be left on the gravesite at any time.

Only fresh flowers are permitted. However, the Cemetery assumes no responsibility for any flowers left on a grave. Wilted or dead flowers may be removed by the Cemetery and disposed of.

60. The Cemetery is not responsible for the loss of or damaged to bronze vases due to vandalism or theft.

### VIII. REGULATIONS FOR BRONZE MEMORIALS

#### 1. BRONZE MEMORIAL SIZES:

<u>SIZE OF MEMORIAL</u>	<u>SIZE OF BASE</u>
X. 24" x 12"	28" x 16"
24" x 14"	28" x 18"
24" x 16"	28" x 20"
44" x 14"	48" x 18"

1. The following are not permitted:
  - A. Deep Flange Bronze Memorials
  - B. Family Markers
  - C. Comer Markers
  - D. Name Plates
  - E. Memorial Lights
  - F. Concrete Bases
2. No monument, headstone or footstone may be set without prior written approval from the Cemetery.
3. Before starting work, memorial supplier should submit a drawing showing dimensions, kind of material, finish and inscription.
4. Application must be accompanied by an authorization signed by the owner of a private plot or an officer of the Organization that owns the plot.
5. All monument erection must be done between 7:00 a.m. and 3:00 p.m., Monday through Friday. The office must be notified as to the day and time of arrival to avoid conflicts with interments or unveilings.

6. All footmarkers will be set by the Cemetery. The office must be notified when a footmarker is delivered so that an installation order can be given. A notification of the installation will be mailed to the monument dealer.
7. Customers must be advised that no unveilings may be scheduled until the memorial has been set.
8. The Cemetery is not responsible for the maintenance, care, repair, name plates and bases.
9. If any memorial becomes damaged by cemetery equipment, management will determine the extent of damage and whether or not the Cemetery is responsible for repair or replacement.
10. Natural deterioration of bronze memorials is not the responsibility of the Cemetery.
11. All memorials require a granite or polymer base which must be attached to the memorial when delivered to the Cemetery. Concrete bases are not permitted.
12. Granite Base: Thickness not less than 3", not more than 4".
13. Finish of Granite Base: Top polished, bottom level. Sides must be smooth.
14. The Cemetery will not replace a granite base with a vase hole with the same. Instead, a vase plug will be substituted.
15. Bronze Memorial must have at least 4 copper or brass threaded lugs securely attached to underside of the bronze memorial. The holes in base must be drilled completely through thickness of base so that the bottom of lug must be cut close with end of nut.
16. Bronze installation orders must be accompanied by appropriate signed permit, and in the case of companion plaques, a sketch must be attached indicating sides of scrolls.
17. All bronze deliveries must be done between 8:30 a.m. and 3:30 p.m. and must be accompanied by paid receipt.
18. At least four weeks must be allowed for installation after delivery to Cemetery.

19. The Cemetery cannot be responsible for the replacement of bronze memorials, flower vases, or memorial bases that may be missing or stolen.

## **XVII. GENERAL RULES AND REGULATIONS PERTAINING TO ALL TYPES OF MONUMENTS, FOOTSTONES, SELLS, BENCHES, POSTS, ENTRANCES AND ENCLOSURES**

1. The Cemetery may from time to time, revise these Rules and Regulations and make reasonable amendments and additions thereto, subject to the approval of the New York State Cemetery Board.

2. Only monoliths standing on a granite platform will be permitted.

3. In most cases, the family must own a plot with at least four graves in order to have a standing monument.

4. Certain sections have specific monument regulations which are kept on file at the Cemetery office.

5. In sections without specific monument regulations, monuments must not exceed the following dimensions:

- a. Width of platform – 75% of width of plot but not more than 7'
- b. Thickness of die – 8"
- c. Height of die – 80% of width of die but not more than 4'

6. Painting, coloring, or bronzing of letters is not permitted. Only one side of a monument may be inscribed.

7. All monuments require a foundation. The foundations shall be built the full width and thickness of the base.

8. No outside contractors are permitted to do any foundation work without the written permission of the Cemetery.

9. The Monumental Contractor, before beginning any work, 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. A sketch of the memorial to be erected.
- C. Width, thickness and height of the base.
- D. Width, thickness and height of the die.
- E. Type, finish and color of the base and die.

F. Name and address of the Purchaser.

10. Monumental contractors, to secure approval from the Cemetery of a Foundation Order, must agree with the Cemetery that:

A. The Monument Dealer will use only such stone as shall be of first grade material as shall be free from all imperfections.

B. The Monument Dealer guarantees that the memorial will be executed in first class workmanship; and Should any fault develop within two years from the date of the setting thereof, the monument dealer will replace the monument forthwith with proper material at said dealer's own cost and expense.

C. Should any fault develop within two years from the date of the setting thereof, the monument dealer will replace the monument forthwith with proper material at said dealer's own cost and expense.

11. A permit signed by the plot owner must accompany each order. If the owner is a Society, Lodge or Congregation the permit must be signed by the proper officers and bear the organization seal.

A. The permit must specify the name of the deceased, date of death, Row and Grave number.

B. If the permit is for a double stone, the reserve grave number must be stated. If the permit is for a family stone, a description of the plot must accompany the order unless such description was filed prior thereto in the office of the Cemetery.

C. If the permit is for a family stone, a description of the plot must accompany the order unless such description was filed prior thereto in the office of the Cemetery.

12. The Cemetery will notify the monument dealer when the foundation has been poured.

13. The monument dealer must notify the Cemetery upon arrival that they are there to set a monument.

14. The Cemetery is not responsible for the maintenance, care, repair or replacement of any memorial or monumental structure placed or erected upon any plots, lots or graves.

15. The top and underside of the base must be cut square and level. The use of spalls or brick in order to affect a level base is prohibited.

16. Soft stone or composition monuments are prohibited.

17. Only first grade new memorial material will be permitted for the construction of monuments, footstones, sills, posts, and entrances; and shall be free from sap, seams, rust stains, checks and cracks.

18. The base and die must be of the same type, quality and color.
19. The thickness of any foundation shall not be less than 1 foot and the width not less the 2 feet.
20. Beds are prohibited.
21. Monuments in the shape of tree stumps are prohibited.
22. Only benches approved by the Cemetery are permitted.
23. Concrete or marble benches are not permitted.
24. No memorial shall contain any photograph or portrait likeness of glass, porcelain, or other breakable material attached to a monument, unless authorized by Cemetery.
25. Monuments, when delivered to the Cemetery, must be available for inspection on the truck before unloading.
26. All work set on foundations must be grouted.
27. No work may be done in the Cemetery on Sundays or on any of the following Legal Holidays:
  - A. New Year's Day
  - B. President's Day
  - C. Memorial Day
  - D. Independence Day
  - E. Labor Day
  - F. Thanksgiving Day
  - G. Christmas Day
  - H. Nor may any work be done on any other day either before 8:00 a.m. or after 3:30 p.m.; nor may any work be started after 2:30 p.m. on Fridays or after 3:00 p.m. on any other day.
28. Monuments shall not be set when freezing weather prevails.
29. Planks must be used across the ground where stones are drawn. Trucks delivering materials and monuments shall not drive on to plots but shall remain on the roadway.

30. Monument dealers and setters must clean up and remove all rubbish immediately after erecting the memorial.

31. No work will be allowed to be left in an improper or unfinished state, and should such occur, the same will be completed by the Cemetery, and expense of such completion will be charged to the monument dealer or setter.

32. No orders will be accepted for work in any plot against which there shall be any charges of the Cemetery due and unpaid.

33. Any monument set incorrectly will be immediately reset by the contractor at his own expense.

34. Monument Contractors and families of the deceased must abide by the specific rules and regulations, such as size and finish of monument, which are in effect for certain areas of the Cemetery.

35. The Cemetery will confirm at all times the sides of inscription of a double monument. Therefore, the Cemetery is not responsible for monuments inscribed on the incorrect side.

36. Any Rules or Regulations contained herein may be modified only upon the approval of the Board of Trustees of the Cemetery and the New York State Cemetery Board. Any exceptions to the within Rules and Regulations shall not be considered a precedent or a waiver of the strict enforcement of such Rules and Regulations.

**XVIII. SPECIAL RULES & REGULATIONS PERTAINING SPECIFICALLY TO PRIVATE GRAVE SECTIONS AND THE GROUNDS OF SOCIETIES, LODGES AND CONGREGATIONS IN THE MONUMENTAL SECTIONS OF THE CEMETERY:**

1. Base of Single Monuments

A. Size of Base:

- a. Width of Base shall not exceed 24 inches
- b. Depth of Base shall not exceed 16 inches.
- c. Height of Base shall not exceed 12 inches.

B. Finish of Base:

a. Front of Base

- (1) Front may be rock-pitched not exceeding 1 inch projection or depression

or may be steeled, axed or polished.

b. Back of Base

(1) If base measures more than 14 inches in depth, back must be steeled, axed, polished or sawed smooth;

(2) If base measures 14 inches or less-in depth, back may be rock-pitched not exceeding 1 inch projection or depression.

c. Ends may be steeled, axed, polished, sawed smooth or rock-pitched not exceeding 1 inch projection or depression.

d. In areas where monuments are set back to back, rear of base must be smooth. Please check with the Cemetery before submitting order.

C. Projection (Wash):

a. Must have at least 2 inch projection on all sides.

2. Die of Single Monuments

A. Size of Die:

a. Width of die shall be determined by the specific area it is to be erected.

b. Depth of die shall not be more than 12 inches nor less than 2 feet.

c. Height of die shall not be more than 4 feet nor less than 2 feet.

d. The height of the die cannot be more than twice the width of the die.

e. If height of the die is over 42 inches, depth of die shall not be less than 10 inches.

3. Base of Double Monuments

A. Size of Base:

a. Width of base shall not exceed 4 feet six inches including the rough.

b. Depth shall not exceed 16 inches.

c. Height shall not exceed 12 inches.

4. Finish of Base:

A. Front of Base

a. Front may be rock-pitched not exceeding 1 inch projection or depression or may be steeled, axed or polished.

B. Back of Base

a. If base measures more than 14 inches in depth, back must be steeled, axed, polish or sawed smooth.

b. If base measures 14 inches or less in depth, back may be rock-pitched not exceeding 1 inch projection or depression.

C. Ends may be steeled, axed, polished, sawed smooth or rock pitched not exceeding 1 inch projection or depression.

D. In areas where monuments are set back to back, rear of base must be smooth. Please check with the Cemetery before submitting order.

5. Projection (Wash):

A. Must have a projection of not less than 2 inches in the front and in the rear.

B. Must have a projection of not less than 3 inches on each end.

6. Die of Double Monuments-
  - A. Size of Die:
    - a. Shall not be more than 4 feet nor less than 2 feet six inches in width.
    - b. Shall not be more than 12 inches nor less than inches in depth.
    - c. Shall not be more than 4 feet nor less than 2 feet in height.
    - d. The height of the die cannot be more than twice the width of the die
    - e. If height of the die is over 36 inches, depth of die shall not be less than 10 inches.
  - B. Finish of Die:
    - a. Front must be steeled, axed or polish.
    - b. Back must be steeled, axed, polished or sawed smooth.
    - c. Ends and top may be steeled, axed, polished, sawed smooth or rock-pitched not exceeding I inch projection or depression.
  
7. Footstones
  - A. Size of footstones:
    - a. Shall not be more than 24 inches in width. (Less than 24 inches in width must be approved by the Cemetery)
    - b. Must be 12 inches in depth.
    - c. Must be not more than 18 inches in height.
  - B. Finish of Footstones:
    - a. Front and top must be steeled or polished.
    - b. Ends and back may be steeled, polished, or sawed smooth.
  - C. Bases under footstones are not permitted.
  - D. All footstones must be duplicates of original footstones erected on plot.
  
8. Footmarkers will be set flush to the turf.
  
9. They may be either granite or bronze bolted to a granite base.
  
10. Individual stone markers must be 24" x 12".
  
11. Granite footmarkers must have frosted, fine-hand hammered, honed or polished top.
  
12. Monoliths
  - A. In designated sections, as indicated on the Cemetery's maps, bronze memorials may be mounted on a granite monolith, which shall be installed on a foundation. The dimensions of the monolith must be 24" in height, 3~" in length, and 8" in thickness.

**XIX. SPECIAL RULES AND REGULATIONS PERTAINING SPECIFICALLY TO PRIVATE FAMILY PLOTS IN MONUMENTAL SECTIONS**

1. In those sections designated by the Cemetery as Private Family Plots. Monumental Sections, only one family monument, placed in the rear center of the plot, and a flush footstone, 24 inches by 12 inches by 4 inches at the foot of each grave, will be permitted. The inscription may appear only on one side of the family monument; provided, however, that where a plot extends from walk to walk the inscription may, and only in such cases,

appear on both sides of the monument. (There are a few old sections of the Cemetery where raised footstones are permitted. Kindly check with the Cemetery before proceeding with the order).

2. Beds of any type are prohibited in Private Family Plot Sections.
3. Single and double monuments are prohibited in Private Family Sections.
4. Only the family name or names (if more than one family) should be inscribed thereon.
5. Base of Family Monuments
  - A. Size:
    - a. The width of the base shall not be less than 3 feet 2 inches.
    - b. The base shall be no wider than 4 feet or 60% of the width of the plot, whichever is larger.
    - c. The base shall be no higher than 1 foot.
    - d. The thickness of the base shall not exceed 18 inches including the rough.
  - B. Finish:
    - a. The front of base must be steeled, axed or polished.
    - b. Back of Base
      - (1) If base measures more than 16 inches in depth, back must be steeled, axed, polished or sawed smooth;
      - (2) If base measures 16 inches or less in depth, back may be rock-pitched not exceeding 1 inch projection or depression.
    - c. The ends may be steeled, axed, polished, sawed smooth or rock-pitched not exceeding 1 inch projection or depression.
    - d. In areas where monuments are set back to back, rear of base must be smooth. Please check with the Cemetery before submitting order.
  - C. Projection:
    - a. The base must have a projection of not less than 3 inches in the front and in the rear.
    - b. The base must have a projection of not less than 4 inches on each end.
6. Die of Family Monuments
  - A. Size:
    - a. The width of the die shall not be less than 2 feet six inches in width.
    - b. The thickness of the die shall not be less than:
      - (1) 8 inches -when die is up to 2 feet in height.
      - (2) 10 inches -when die is between 2 feet and 3 feet in height.
      - (3) 12 inches -when die exceeds 3 feet in height.
    - c. Height of Die:
      - (1) DIE up to 4 feet in width shall not exceed 3 feet six *inches in* height.
      - (2) DIE 4 feet to 5 feet in width shall not exceed 3 feet six inches in height.
      - (3) DIE 6 feet and over in width shall not exceed 4 feet in height.

- d. In all cases the width of the die must be more than the height of the die.
- B. Finish:
- a. The front, top and back of the die must be steeled, axed or polished.
  - b. The ends may be steeled, axed, polished, sawed smooth or rock-pitched not exceeding 1 inch projection or depression.

**XX. GENERAL RULES IF PURCHASED FROM AN OUTSIDE MONUMENT DEALER:**

1. No footmarker may be set without prior written approval from the Cemetery.
2. Before starting work, the memorial supplier should submit a drawing showing dimensions, kind of material, finish, and inscription.
3. Application must be accompanied by an authorization signed by the plot owner.
4. All footmarkers will be set by the Cemetery. The office must be notified when a footmarker is delivered so that an installation order can be given to the crew. A notification of the installation will be mailed to the monument dealer.

**XXI. RULES AND REGULATIONS OF THE BEVERLY HILLS CEMETERY CORPORATION, APPLICABLE TO THE KING DAVID SECTION THEREOF**

1. All lots and plots in the Cemetery shall be held in pursuance of an Act entitled "An Act authorizing the Corporation of Rural Cemetery Associations" passed April 27, 1847, now consolidated into the Membership Corporation Law, and the several acts, successor thereto, adding to and altering or amending the same, and any and all special or general acts applicable to this Corporation and the Cemetery lands thereof, and shall not be used for any other purpose than as a place of burial for the dead of those of the Jewish Faith, and all lots shall be held subject to the rules and regulations of the Directors heretofore established or which may be hereafter established by them, whether or not the same appear in the rules and regulations annexed to the deed of such lots or plots.
2. Lot owners shall not allow interments to be made in their lots for a remuneration, except with the consent of the Cemetery, nor shall any transfer or assignment of any lot, or of any interest therein, be valid, without the consent in writing of the Directors be first had and endorsed upon such transfer or assignment, and the subsequent recording of said transfer upon the Cemetery record.
3. Lot owners shall pay the established charge for opening and closing graves or vaults.
4. No disinterment shall be allowed except by consent of the Directors and upon the written order of the owner or owners of the lot, and in every case can be made only by the Cemetery authorities.

5. An order in writing is required from the lot owner or his legal representatives, whenever a grave is to be opened, or other work to be done upon the plot.
6. The Cemetery Corporation assumes no responsibility for delay in work or interment where such delay is caused by strikes or any other circumstance beyond its control.
7. Steps to lots may not be built unless special permission is obtained from the Cemetery and in every such instance they must be formed of one solid cut stone and rest on a good stone foundation. No mausoleum, vault, monument, grave-mark, nor any structure, nor anything of any shape not in conformity with the Jewish faith or Creed will be permitted. The Corporation desires to give as free a scope as possible to the individual tastes of lot owners in regard to the style and character of their improvements, but in justice to the interests of all, they reserve the right of preventing or removing any structure which may be considered injudicious or prejudicial to the general good appearance of the Cemetery; also the right of removing or pruning any trees or shrubbery which may be deemed detrimental to the effect and beauty of the scenery, or otherwise unsightly or undesirable at the expense of the lot owner.
8. If any monument effigy, or enclosure or any structure whatever, or any inscription be placed in or upon any lot, which shall be determined by the Board of Directors to be offensive or improper or injurious to the appearance of the surrounding lots or grounds, the said Directors, or major part of them, shall have the right, and it shall be their duty, to enter upon such lot and remove the said offensive or improper object or objects at the expense of the lot owner.
9. Lot owners may plant in their lots such trees, shrubs and plants as the Superintendent shall approve, and same must not be cut down or removed without his consent.
10. If any trees or shrubs, situated in any lot, shall, by means of their roots, branches or otherwise, become detrimental to the adjacent lots or avenues, or unsightly, or inconvenient to passengers, it shall be the duty of Directors, and they shall have the right to enter into said lots and remove the said trees and shrubs or such parts thereof as they shall determine to be detrimental, unsightly or inconvenient, at the expense of the lot owner.
11. The Corporation may at any time enter upon the lots to keep the same neat, and clear off the grass and weeds and appropriate the same to their own use, but nothing herein contained shall obligate the Corporation to render any such service without compensation therefor.
12. In making excavations the Corporation reserves the right to temporarily use the adjoining lot to receive such material as is necessary to perform all work.
13. All floral designs, when faded, dead flowers and broken flags will be removed by the Corporation.

14. The Directors from time to time may lay out or alter such avenues or walks, or make such rules and regulations for the government of the grounds as they may deem requisite and proper to secure and promote the general objects of the Cemetery Corporation.
15. No "For Sale" signs will be allowed on lots, plots, or vaults. No advertisements in any form will be allowed on any work in the Cemetery; and the Corporation reserves the right to remove therefrom any such signs or advertisements.
16. The owners of lots and their families will be allowed access to the grounds at all times; observing the rules which are, or may be adopted for the regulation of visitors.
17. The owner of each lot shall keep in repair at his or her own expense, the improvements thereon.
18. Lot owners and others are required to prepay all charges of the Cemetery for interments, work, and materials.
19. No burial shall be allowed in any lot against which there shall appear any charge of the Cemetery, due or unpaid.
20. No title to a lot shall be deemed valid in the Purchaser until the amount of the purchase money shall have been paid, and the Directors reserve the right to remove all bodies which may have been interred in said lot, and place the same in the public ground.
21. A tariff of charges for work done by the Cemetery for lot owners shall be established, affording sufficient to pay the cost of such work.
22. All disorderly persons, or persons who willfully violate any of the rules or regulations of the Cemetery, shall be ejected from the ground and forbidden thereafter to enter therein; and all persons shall be held liable under the law for damage done by them.
23. All orders for the care of lots should be left at the office as early as March 1 of every year, to enable the officers in charge to make arrangements for hiring workmen, procuring the necessary trees and plants economically and in season.
24. All workmen employed in the construction of tombs, erection of monuments, etc., must be subject to the supervision of the Cemetery; and any workman failing to conform to this regulation will not be permitted afterwards to work in the grounds.
25. To protect the grounds and especially improved lots from injury, all excavations for tombs and monuments, and all foundations for monuments must be built under the supervision of the Superintendent of the Cemetery.
26. Rapid driving or driving upon paths or borders is strictly prohibited.

27. Visitors are requested not to throw or scatter papers and any unsightly articles on the grounds.
28. Persons with liquors or refreshments will not be permitted to enter, and those having baskets and like articles must, during their stay in the grounds, leave them at the office in charge of the Superintendent. No liquors or refreshments will be allowed to be taken upon the Cemetery grounds to be disposed of in any manner whatsoever.
29. All persons are prohibited from climbing trees and from leaping or crossing over enclosures whether belonging to the Cemetery Corporation or individuals.
30. Headstones, slabs, and monuments which have fallen or which require repairing will be removed by order of the Directors, unless replaced or repaired by the owners within thirty days after notification.
31. No work will be allowed to be left in an improper or unfinished state and should such occur, the same will be properly completed by the Cemetery, and the expense of such completion will be charged to the lot owner.
32. In all cases of burial the Superintendent must receive reasonable notice prior to the arrival of the funeral cortege at the Cemetery, sufficient to enable the Cemetery to make proper preparation therefore.
33. None others than those dying in the Jewish Faith shall be interred in this section of the Cemetery, and the Cemetery Corporation shall have the right to disinter any body buried therein of one not dying in the Jewish Faith.
34. In family plot sections of the Cemetery, lots may be enclosed either with shrubbery or corner lot markers set flush with the ground. No other types of enclosure will be allowed. A family monument may be placed on rear lot line of the plot. Size of such monument to be governed by the size of the plot. Footstones, not exceeding 20 inches in length, 1 foot in width, and 1 foot in height are permissible. Plans and specifications of all proposed monumental and other type of work to be done in and on plots must be submitted in advance to the Board of Directors of the Cemetery for approval in writing.
35. All persons wishing to do monumental work in the Cemetery, viz: Erecting mausoleums, tombs, or monuments, or ordering foundations for them, setting grave markers, cutting any inscription, or doing any work pertaining thereto must present at the Cemetery office written order, signed by the owner of the lot or grave, giving their authority to do such work, and receive a permit from the Cemetery, before commencing the work or bringing any materials into the grounds, and such permit shall be shown whenever demanded by the Superintendent or any officer of the Cemetery.

36. Guy ropes must not be fastened to any tree in the Cemetery and when trees or shrubbery are in the way of contemplated improvements, notice must be given at the Cemetery office previous to commencing work.
37. In moving materials for monument, tombs, etc, intervening lots must not be trespassed upon. The paths are to be used in all cases, unless special permission is obtained to the contrary from the lot owners affected.
38. Where, in making improvements some degree of obstruction to avenues and paths become necessary, the same must be made as slight as possible, and no unnecessary delay will be permitted after work has been commenced.
39. Where heavy material is to be moved, planks must be laid on the paths or grass affected, in order to protect it from injury.
40. Soliciting work in the Cemetery by gardeners, or placing business cards upon lots is prohibited.
41. All rubbish made by lot owners, gardeners, or other persons employed by them, must be removed immediately to such places of deposit as are provided for this purpose.
42. Any person who shall violate the above rules will be excluded from the grounds, and will not be permitted to work there.
43. The Board of Directors of the Cemetery Corporation may from time to time, revise these rules and regulations and make reasonable amendments and additions thereto as may be necessary for the proper administration and conduct of the Cemetery.
44. Upon full payment of the purchase price, the Cemetery will deliver to the Purchaser its usual form of deed to the memorial property described in this Agreement.
45. There will be no charge for care or maintenance of the memorial property. The Permanent Care Trust Fund is under the supervision of New York State Cemetery Board.
46. If the need for interment of the Purchaser or Co-purchaser should arise before the property is completed and ready for interment, the Cemetery agrees to exchange the property to a completed section at no additional charge.
47. The Purchaser may for a period of five (5) years from the date of their Agreement, exchange his or her property for a location of equivalent size and value in any section available provided that no interments have been made in the original property.
48. The Purchaser will have the right to sell or assign his property to anyone, of the Jewish Faith, subject to the laws of the State of New York, The Cemetery, however, is under no obligation to repurchase the property.

49. In the event the need for interment arises before the payments are made in full, the burial may be made if the cost of each space being used has been paid. Payment shall then continue in accordance with the terms of this Agreement.
50. It is understood and agreed that in the event the full purchase price is paid within one year of the date of their Agreement, all finance charges paid will be refunded.
51. Only Bronze Memorials set flush with the turf and of the size and quality approved by King David may be used in Memorial Park and lawn-covered mausoleum sections. The Bronze Memorial is not included in the purchase price of lots or lawn covered mausoleums.
52. To protect the unsightly appearance of sunken graves, and to ensure the safety of visitors, a concrete vault or liner is required for all interments. The liner or vault is not included in the purchase price. (This does not apply to lawn-covered mausoleums). This does not apply to the King David section.
53. The purchase price does not include the fee for each interment service. The fee includes the opening and closing of the grave, the grave side service, and the filing of all legal documents. The interment service fee is regulated by the New York State Cemetery Board.
54. All lots shall be held in pursuance of an act entitled "An Act authorizing the Incorporation of Rural Cemetery Associations," passed April 27, 1847, and the several acts adding to and altering or amending the same, and shall not be used for any other purpose than as a place of burial for the dead, and all lots shall be held subject to the rules and regulations of the Company, heretofore established or which may be hereafter established by them, whether the same appear in the rules and regulations annexed to the deeds of such lots or otherwise.
55. No posts will be set or received into the Cemetery, when there is frost in the ground, and all posts must be full length and full size at bottom, or they will be rejected.
56. No enclosures of any kind are allowed, and lots can only be marked at the corners, with posts two inches in height, exclusive of the height of the initial letter.
57. All boundary posts are set by the Cemetery. They must be cut so they can be set at least three feet in the ground, and when delivered they must be laid on the avenue close to the sod line, at the nearest point to the lot in which they are to be set, and a written order for setting same must be left at the Cemetery office. Where the lot adjoins another lot, that side of the post must be dressed down plumb with the top of the post; after posts have been set partly on two or more adjoining lots, being known as party posts, they will be moved only with the consent of all parties interested therein.
58. No tombs may be erected without the permission of the proper officers of the Cemetery, and in all cases must be furnished with catacombs not less than seven feet six inches long, thirty-two inches wide and twenty-six inches high allowing interments to be made

separately and closely sealed. The portions above ground must be faced with cut stone. Designs must always be submitted to the Cemetery authorities for approval.

59. All monumental work must receive the approval of the Board of Trustees, and sketches or designs of same must be submitted before work is started.
60. The Board of Directors of the Cemetery Corporation may, from time to time, revise these rules and regulations and make amendments and additions to it for the proper administration and conduct of the Cemetery, and make and promulgate new rules and regulations concerning the government and management of the Cemetery as permitted by law.