

*Descendants of the Jersey Settlers
of Adams County, Mississippi*

**Rules and Regulations for
The Kingston Cemetery
Adams County, Mississippi**

**Adopted 1995
Revised 2012, 2015**

Table of Contents

	Page
Definitions	2
Cemetery Trustees	4
Ownership of Interment Rights	5
Sale and Transfer of Interment Rights	7
Interment Regulations	8
Donations to the Cemetery Fund	12
Care and Maintenance	14
General Regulations	16
Liability	18
Modifications and Amendments	19

Definitions

For clarity and brevity, definitions of terms used throughout the Rules and Regulations are presented here:

Area - refers to a parcel of land that encompasses one or blocks and is used to define a general location in the Cemetery. Plots are identified by their unique area, block and lot identifier.

Block - refers to a parcel of land, usually containing more than one lot, that bounds and defines a set of lots.

Cemetery - refers to a place dedicated to and used and intended to be used for the permanent interment of the human dead. In general, unless specifically modified, the term when used herein refers to the Kingston Cemetery of Adams County, Mississippi. When the term is used to represent a body of authority, *Cemetery* means the Cemetery Trustees, acting on behalf of the Jersey Settlers and in the interests of the Kingston Cemetery.

Cemetery Fund - refers to that fund maintained by the Jersey Settlers for the purpose of the care and maintenance of the cemeteries under the aegis of the Jersey Settlers. Uses of this fund are further described herein.

Cemetery Trustees - refers to the three-member Board of Trustees duly elected by the Jersey Settlers and charged with the responsibility of administering, maintaining, and keeping the records for the Cemetery.

Certificate of Interment Rights - refers to that specific document by which the Jersey Settlers conveys to the owner the exclusive right of burial(s) in a given plot.

Constitution - refers to the Constitution and By-Laws of the Descendants of the Jersey Settlers, Adams County, Mississippi.

Contractor - refers to any person, firm, corporation, or other entity engaged in performing work on the Cemetery grounds on behalf of the Owner or the Owner's assigns.

Donation or Donation Requirement - means an amount based on a lot which must be paid to the Cemetery Fund through its Trustees. The amount of the Donation must be that exact amount or more specified by the Jersey Settlers. Interment Rights shall not be granted unless and until the specified amount of Donation has been made.

Interment - means the permanent disposition of the remains of a deceased person by burial in the earth.

Interment Right - means the right to inter the remains of a deceased person in the Cemetery subject to the limitations and conditions of these Rules. An Interment Right is a license or easement right to interment in a specific interment lot.

Jersey Settlers - refers to the organization, The Descendants of the Jersey Settlers of Adams County, Mississippi.

Lot - refers to a parcel of land containing one grave space reserved specifically for interment of human remains.

Memorial - refers to any type monument, marker, tombstone, tablet, or headstone used to mark a grave or graves.

Owner - refers to the owner of an Interment Right or Rights within the Cemetery. No real property is associated with the term. All real property remains under the ownership of the Jersey Settlers.

Plot - refers to one or more adjoining lots used or intended to be used for interment and for which one Owner has Interment Rights.

Rules - refers to this document, Rules and Regulations of the Kingston Cemetery, Adams County, Mississippi, including any and all amendments or modifications thereto, as shall be adopted from time to time.

Site or Grave Site - refers to an interment space and the area immediately surrounding the space.

Space - refers to the physical location of the grave to be used for the interment of human remains. In most cases, such space is within the bounds of a lot.

Trustee - refers to a duly constituted member of the Board of Trustees, referred to herein as the Cemetery Trustees. A Trustee is a duly authorized representative of the Jersey Settlers with respect to the Cemetery. When used in plural, the term is synonymous with the Cemetery Trustees. See *Cemetery Trustees*.

Vault - refers to a metal, concrete or other rigid outer burial receptacle. Vault requirements and specifications are given herein.

Cemetery Trustees

1. The Jersey Settlers organization in general assembly elects three (3) members to its Board of Trustees for the cemeteries under its aegis. Each Trustee is elected for three years, and terms have been staggered, so that one Trustee is elected each year to serve a three-year term.

2. Trustees are responsible for carrying out the wishes of the Jersey Settlers in matters dealing with its cemeteries. The Trustees specific directives include the maintenance of existing cemeteries, acquiring additional land for use as cemeteries; the use of said acquired lands, including selling burial plots and authorizing burials therein; and keeping complete records of all burials in existing or future cemeteries. Trustees are responsible for the upkeep, maintenance and repair of the cemeteries.

3. All funds received by the Trustees in carrying out their duties are deposited in the Cemetery Fund. Within limits imposed by the Jersey Settlers, the Trustees are charged with using these funds and the income from these funds for the care and maintenance of its cemeteries.

4. Trustees are considered to be the authorized representatives of the Jersey Settlers in matters having to do with the Cemetery, and are charged with the enforcement of these Rules. This includes the issuance of Certificates of Interment Rights, transfers of Interment Rights, exchanges of Interment Rights, approval of services and functions scheduled for the Cemetery, inspection and approval of interments, approval of memorials and other structures, the collection of Donations, approval of noncash donations, and all other matters regarding the care and maintenance of the Cemetery.

5. Trustees shall make the burial records available on demand, and shall keep records current. Trustees shall maintain one or more current plats of the Cemetery, and make such plats available to interested persons for their review.

6. Trustees shall keep and furnish such application forms, Certificates of Interment Rights forms, Service Authorization forms, and any other forms necessary for the care and maintenance of the Cemetery.

Ownership of Interment Rights

1. Interment Rights within the Cemetery shall be used for no purpose other than for the interment of human remains.
2. A Certificate of Interment Rights shall be issued to each Owner upon full receipt of the required Donation to the Cemetery Fund. Every Interment Right shall be subject to all applicable laws and governmental regulations, and all Rules and Regulations adopted by the Jersey Settlers, as in force or hereafter amended or adopted, whether or not as set forth herein. The Certificate of Interment Rights, these Rules and Regulations, and any amendments hereto shall constitute the sole agreement between the Cemetery and the Owner, and no statement to the contrary shall bind the Jersey Settlers or the Cemetery.
3. A Certificate of Interment Rights must be issued for each plot, a plot containing one or more lots. Each individual space is subject to the Interment Regulations as set forth in these Rules.
4. The person named in the Certificate of Interment Rights issued and of record shall be presumed to be the Owner of the Interment Right unless the Cemetery approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended. All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Interment Rights.
5. Upon receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall restrict interments to the person or persons designated in accordance with such Order.
6. If an Owner dies without providing a written declaration or a specific devise by Will, any unused Interment Rights descend to the heirs at law of the Owner, subject to the Interment Rights of the deceased, and his or her surviving spouse, as indicated in the Certificate of Interment Rights, and in accordance with the laws of descent and distribution of the State of Mississippi.
7. Upon the death of a joint Owner, title to Interment Rights held in joint ownership immediately vests in the survivor or survivors, subject to the vested Interment Right of the remains of the deceased joint Owner.
8. When there are two or more Owners of a plot, or persons having Interment Rights therein, they may designate one or more persons for the purpose of granting authorization for interments, memorializations, etc. with respect to said plot. In the absence of such designation, and providing no one objects, the Cemetery shall not be liable for acting on any direction of any co-Owner of the plot.

9. In all cases, the responsibility rests with the Owner to keep the Cemetery records current. In the event that the Owner does not respond to requests posted to the last address of record, the Cemetery reserves and shall have the right to reclaim any Interment Rights held by said Owner. In such event, should the original Owner make his presence known to the Cemetery at a date following that on which the Cemetery has exercised such right to reclaim Interment Rights previously held by said owner, the Cemetery shall grant and convey to said Owner Interment Rights for the same property, or, in the event Interment Rights to the same property have been granted and conveyed to another party, the Cemetery reserves and shall have the right to substitute and convey Interment Rights to such other property of equal value and similar location as may be conveyed in lieu thereof. If no such substitute property is available to be granted and conveyed, the Cemetery accepts no obligation to provide or furnish any such Interment Rights.

10. The Cemetery shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the Donation as required herein has been made in full.

Sale and Transfer of Interment Rights

1. The sale and/or transfer of any Interment Right by any Owner shall not be binding upon the Cemetery unless same shall first be duly approved in writing by the Cemetery Trustees. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. The Cemetery Trustees shall make available to its Owners, upon their request, necessary forms to effect any sales or transfer of Interment Rights.
2. Any and all transfers and any Interment Right, whether same be of conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which are now in full force and effect or which may be hereafter enacted.
3. The subdivision of Interment Rights is not allowed unless such subdivision shall first be duly approved in writing by the Cemetery Trustees. As before, this procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. No subdivision of an Interment Right to an individual lot is allowed.
4. All agreements for the purchase of Interment Rights must be on forms approved and signed by an active member of the Cemetery Trustees. All terms and conditions for the purchase of Interment Rights must be recited in the application agreement. Verbal agreements or representations will not be recognized. All such agreements must provide for the complete and accurate record keeping of all Owners, and must be in compliance with applicable state laws.
5. The Cemetery will accept exchanges of Interment Rights when so desired by Owners, subject to prior written approval of the Cemetery Trustees. When such exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery.
6. The burden of notification in all cases and in all regards lies with the Owner. Unless proven otherwise, the Cemetery accepts no responsibility or consequential liability for incorrect or incomplete records.

Interment Regulations

1. No interment is permitted absent a fully paid Interment Right.
2. The Cemetery Trustees must be provided with advance notice of no less than eight working hours before an interment can be performed. Exceptions will be made only in cases of death from contagious disease or when so ordered by the Trustee.
3. The Cemetery may postpone or reschedule an interment service if such service conflicts with a concurrently scheduled service or function, or because of any other condition beyond the control of the Cemetery.
4. Prior to permitting any interment within the Cemetery, the Cemetery Trustees must be furnished with written authorization duly executed by both the Owner of the Interment Rights and the next-of-kin of the deceased, or their respective authorized representatives(s). Such authorization shall be on forms provided by the Cemetery.
5. All interments made within the Cemetery shall require a vault approved by the Cemetery. This regulation is designed solely to prevent caving in and settling of graves that would otherwise do so if wooden boxes were used. For approval, a vault must be constructed of a material resistant to decomposition and capable of sustaining a static load of at least 4,000 pounds per square foot and 40,000 pounds gross load. The Cemetery may require certification that a particular vault is in compliance with these specifications.
6. When a disinterment is to be made from a single grave to another grave and a vault was not used for the original interment, a vault must be furnished and used for the new interment. Application for a disinterment permit must be signed by the Owner and the deceased's next-of-kin, or their respective representative(s). All removals must be conducted in accordance with state and local guidelines.
7. No more than one human remains shall be interred in one grave, unless specifically authorized in writing by the Owner and next-of-kin or their respective representative(s) and the Cemetery.
8. In order that the appearance and improvements of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all memorials, vaults, and foundations which are placed in the Cemetery.
9. Any memorial used in the Cemetery must be manufactured by an established and reputable firm specializing in the manufacture of such memorials. Materials used in the construction of such memorials must be of a type impervious to weather and the elements. Coating or painting is not considered a replacement or substitute for this requirement. Only natural colors, which are subdued in tone, are permitted, and specifically, no colors are permitted which would draw undue or special attention to the memorial. Inscriptions and other embellishments must be installed by craftsmen specifically skilled in this

endeavor. Installation of any memorial in the Cemetery must be performed by an established and reputable firm specializing in the installation of memorials of similar type.

10. Plot borders are restricted to inside the perimeter of adjoining plots of four or more lots. Plot borders must be constructed of suitable stone or natural material as to withstand weather, the elements and ground movements over a sustained period of years. Prior to construction of any plot border or the placement of any bench within the plot area, written authorization of at least two Cemetery Trustees is required.

11. As stated elsewhere herein, the Cemetery is not responsible for the trimming of grass, shrubs, and plants around above ground memorials, or inside plot borders. Memorials should be marker type plaques set flush with the ground unless the Owner has made provisions for ongoing maintenance around such above ground memorials.

12. Approval by the Cemetery Trustees must be secured before any vault, memorial or foundation may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any vault, memorial, foundation, embellishment or other item or structure which does not conform to these Rules.

13. No vault, memorial or foundation shall be placed on or removed from any plot without the prior written authorization of both the Owner of the particular plot and the deceased's next-of-kin, or their respective representative(s).

14. Only one memorial may be placed on any one lot, except with the express written authorization of the Cemetery Trustees. No memorial may be placed to embrace two or more interment lots except as may be specifically authorized by the Trustees. Not more than one family name may be permitted on any memorial unless specifically authorized in writing by the Trustees. The name and inscription on each memorial must correspond with the legal name of the deceased therein interred.

15. If any memorial, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves and shall have the right to refuse to authorize the placement of such memorial or object.

16. The Cemetery expressly reserves and shall have the right to inspect the completed installation of memorials and foundations installed by Contractors. If in its sole discretion, the Cemetery finds the installation to not conform to these Rules or to be of a quality or workmanship not consistent with these Rules or the intent of these Rules, it shall have the right to demand suitable correction.

17. Should any memorial become unsightly, dilapidated or a nuisance, the Cemetery shall have the right to enter to repair the memorial, or to demand repairs be effected by the Owner, or, at its option, to remove same. Any costs associated with any such repair or removal shall be paid by the Owner of the Interment Rights.

18. Except as otherwise provided herein, no memorial may be removed from the Cemetery, without the prior written consent of the Owner and next-of-kin of the deceased, or their respective representative(s). Any such removal shall be made in such a manner as to leave the site and area in a state of good repair.

19. In the event a vault, memorial, foundation or other object is placed or constructed in the Cemetery without the authorization of the Cemetery and other proper persons as provided herein, the Cemetery reserves and shall have the right to enter upon the interment space and remove any unauthorized vault, memorial or other object.

20. The Cemetery reserves the right to stop all work of any nature, whenever, in its sole opinion, proper preparations therefore have not been made, or when tools and machinery are insufficient or defective, or when work is being executed in such a manner as to threaten life or property, or when any reasonable request on the part of the Cemetery has been disregarded, or when work is not being executed according to these Rules.

21. The Cemetery reserves and shall have the right to inspect completed installation performed by Contractor(s) and determine that the installation was performed in accordance with these Rules. If the Cemetery determines that the installation was not properly performed, it shall notify the Owner of the Interment Rights and require that any deviations from the requirements be expeditiously corrected. If any such deviations are not immediately corrected, the Cemetery may make such corrections and charge the Owner of the Interment Rights for such remedial work. Any Contractor who willfully violates these Rules shall be prohibited from performing any further work in the Cemetery.

22. The Cemetery reserves and shall have the right to correct any errors that may be made by it in approving or authorizing interments, disinterments or removals, or in approving or authorizing inscriptions or installations of memorials, or transfer or conveyance of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of equal value and similar location, as far as possible, or as may be selected by the Cemetery or, in the sole discretion of the Cemetery, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of any person in such property, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to the correct location or such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. Notwithstanding anything contained herein, the liability of the Cemetery in any such errors shall be limited to the actual cost of correction as provided herein.

23. The Cemetery accepts no responsibility for the overseeing, directing or supervising of Contractors. In the event of error by said Contractors, the Cemetery shall notify the contracting Owner regarding said error and demand corrections be made as provided elsewhere herein.

24. The Cemetery shall have no responsibility or liability for any defects in material or workmanship of any nature for vaults, memorials, foundations or any other items or work performed by Contractors, nor shall it have responsibility or liability of any nature for any damages caused by or as a result of work performed by Contractors.

Donations to the Cemetery Fund

1. The Cemetery Fund was established in the Constitution of the Jersey Settlers. It is the property of the Jersey Settlers, which maintains sole rights to its use and applications.
2. Under Article X of the Constitution, the Cemetery Funds are to be used "solely for maintenance and repair of cemeteries." The Jersey Settlers maintain the sole right of determination as to the disposition of funds toward accomplishing this objective.
3. Although the intent of the Cemetery Fund is to provide lasting funds for the care and maintenance of the Cemetery, the Jersey Settlers expressly disclaim any representation or liability to do so. Liability of any manner whatsoever is limited at any time to the current amount of the Cemetery Fund.
4. The Jersey Settlers is a nonprofit organization incorporated under the laws of the Internal Revenue Service and the federal government. It has no provisions for paid employees, and all officers and Trustees serve on a voluntary basis without compensation. No portion of the Cemetery Fund provides financial benefit of any form whatsoever to any individual member of the organization.
5. A Donation to the Cemetery Fund in the amount of \$1,000.00 per lot is required prior to issuance of a Certificate of Interment Rights. These donations endow the Cemetery Fund. Such Donation is a mandatory prerequisite to the issuance of Interment Rights.
6. Each lot requires a separate and specified Donation. Except for special areas set aside by the Cemetery for granting Interment Rights for single lots, the Cemetery requires that all Interment Rights be granted for a minimum of two (2) lots, or a multiple of two lots in cases where more than two (2) lots are required. In all cases, the Donation Requirement per lot must be made prior to issuance of a Certificate of Interment Rights.
7. Payment of the Donation in no way abrogates or satisfies the Interment Regulations set forth in the Rules. No interment shall be allowed until the requirements of the Interment Regulations have been met in total.
8. The Jersey Settlers may at its election modify and/or alter the Donation Requirement. This may include such things as short term promotional discounts for multiple lots, or it may include increasing the Donation required in order to offset increased costs. However, in no event will changes in required Donations be retroactive to existing Owners.
9. The Jersey Settlers may at its option waive the Donation Requirement in cases of indigence. To qualify as indigent either the minister of the Kingston United Methodist Church, or its successor, or a duly elected Commissioner of Adams County, Mississippi, must provide to the Jersey Settlers, through its Trustees, sworn statement to the effect that such person is well-known by and in the community of Kingston to be indigent; that such person, in consideration of his/her established and continuous residence in the community over a period of not less than one year, has established himself/herself as a resident of the

aforesaid community; and that every reasonable effort has been exhausted to secure financing for the burial site and/or a suitable alternative site. Upon receipt of such sworn statement, the Jersey Settlers, acting through its Trustees, may elect to grant such indigent person Interment Rights for a specific site of its choosing. In all cases notwithstanding, however, the Cemetery reserves the right to refuse Interment Rights without recourse.

10. In cases of indigence, the grant of Interment Rights in no way exempts or modifies the requirements of the Interment Regulations as set forth herein. The Cemetery offers no materials or services for burial, nor any funds or financial wherewithal for payment of such materials and services. The responsibility for obtaining proper materials and services for burial in accordance with the Interment Regulations rest solely with the petitioner.

11. Noncash donations, such as plants and vegetation, monuments and memorials, and any other donations affecting the care and operation of the cemetery must be first approved by the Cemetery Trustees acting on behalf of the Jersey Settlers.

Care and Maintenance

1. The care and maintenance of the Cemetery grounds and improvements is the responsibility of the Cemetery Trustees. Any and all Certificates of Interment Rights must be approved by the Cemetery Trustees as witnessed by the official signature of a duly elected Trustee.
2. The Cemetery Trustees shall be directly responsible for all grading, landscaping and improvements of any kind in the Cemetery. No other party of any nature shall perform such services in the Cemetery without the express written consent of the Trustees.
3. Within the limits imposed by the proceeds derived from the Cemetery Trust Fund, the Cemetery grounds shall be maintained in keeping with a well preserved Cemetery, including cutting the grass, and trimming of shrubs and trees at reasonable intervals; keeping in repair the drains, water lines, roads, fences, and any other structures, including features and embellishments of a general character applicable to the Cemetery as a whole or as to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having same available to the public authorities and other interested parties.
4. The Cemetery reserves and shall have the right to enlarge, reduce, replat or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify or change the locations or remove or regrade roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery further reserves and shall have the right to use the Cemetery property, not sold to Owners, for Cemetery purposes, including but not limited to the interring and preparing for interment of human remains, or for anything necessary, incidental or convenient thereto.
5. The Cemetery Trustees shall direct generally all improvements within the grounds and upon all lots and sites, before as well as after interments have been made therein. The Cemetery shall have the sole and exclusive authority with respect to the planting, sodding, surveying, and improvements within the Cemetery.
6. No persons, other than those duly authorized by the Cemetery Trustees, shall be allowed to perform any work within the Cemetery.
7. If any tree, shrub or plant standing upon any lot, by means of its roots, branches, or otherwise, becomes detrimental to adjacent lots, walks or avenues, or if for any other reason its removal is deemed necessary, the Cemetery shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best.
8. Care and maintenance under the Cemetery Trust Fund does not include maintenance, repair or replacement of any memorial under any circumstances; nor unless the Cemetery elects to effect same, the repair or replacement of buildings, structures or other property

when the damage is caused by vandals, thieves, acts of God, common enemy, riots, or by the order of any military or civil authorities, or acts beyond the control of the Cemetery.

9. The Cemetery assumes no responsibility of any nature for cutting of grass, trimming of plants and shrubs, or any other required maintenance around memorials, including plot borders and any grass, shrubs or plants within plot borders. In the event the Owner does not apply such maintenance at regular and properly spaced intervals, the Cemetery may, at its option, remove memorials, including plot borders, without notice, so as to maintain the grounds in accordance with rules set forth herein.

10. Should the Cemetery elect to affect the maintenance required of grass, shrubs, or plants around memorials, including plot borders, it specifically disclaims and denies any and all liability for damages of any nature whatsoever to the memorials, including plot borders.

11. Care and maintenance, whether applied to lots, areas, or to any space within the confines of the Cemetery, shall be limited to proceeds received from the Cemetery Trust Fund. The Jersey Settlers may, at its option, choose to expend such general funds as it chooses in the upkeep of the Cemetery, but it expressly warrants that it is under no obligation to do so.

12. Proceeds from the Cemetery Trust Fund shall be expended by the Jersey Settlers in such a manner as will, in its judgment, be most advantageous to the Owners as a whole and in accordance with the purpose and provisions of these Rules. The Jersey Settlers maintain full power and authority to determine upon what property, for what purpose and in what manner, the proceeds from the Cemetery Trust Fund shall be expended and it shall expend said proceeds in such manner as, in its sole judgment, it may deem advisable for the care, construction, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds and improvements, and it may also expend, if necessary, a portion of the proceeds for attorneys' fees and other costs necessary to the preservation of the legal rights of the Cemetery.

General Regulations

1. No dogs or other domestic animals, except guide dogs, shall be permitted in the Cemetery.
2. The possession or consumption of illegal drugs or intoxicating liquors within the Cemetery is strictly forbidden.
3. Only flowers, fresh cut or artificial, placed in vases and American or Confederate flags, no larger than 8x12 inches and placed no more than one foot in front of a headstone or monument, are permitted as cemetery decorations. Other items, such as boxes, shells, toys, glassware, sprinkling cans, receptacles, solar stick lamps, wind chimes and candles, will not be permitted to be placed on any grave, lot or tree. Such items will be removed from the Cemetery without notice.
4. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on graves, lots or elsewhere in the Cemetery.
5. No person shall be permitted to enter or leave the Cemetery except by the public entrance.
6. Any person entering the Cemetery grounds without good and legitimate reason to be on the grounds will be considered a trespasser.
7. Automobiles are not permitted on the Cemetery grounds after sundown and before sunrise. Automobiles shall be driven at a prudent speed on the Cemetery grounds, always remaining in the designated roadways.
8. All floral decorations, whether natural or artificial, shall be subject to these Rules concerning same. The Cemetery may remove any floral decorations, weeds, trees, shrubs, or plants of any kind from the Cemetery grounds as soon as, in the judgment of the Cemetery, they become unsightly or diseased, or do not conform to appropriate standards as determined by the Cemetery.
9. No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.
10. The Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots. Except as may be necessary to gain access to other lots within the Cemetery, persons within the Cemetery grounds shall use only the walkways and roads provided. All persons are strictly forbidden to break or injure any tree, shrub or plant, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery.

11. No person shall pluck or remove any plant or flower, either wild or cultivated, from any part of the Cemetery.

12. No person or persons, other than duly authorized officers of the law, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor and then only when in the charge of a military officer and during a military service.

13. The Cemetery grounds are sacredly devoted to the burial of the human dead and the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the Rules.

Liability

1. The Cemetery disclaims any and all responsibility for establishing the identity of the person to be interred.
2. The Cemetery shall not be liable for any delay in interment where a protest to the interment has been made, or for noncompliance with these Rules.
3. Physical and property damage liability is limited as set forth in these Rules.

Modifications and Amendments

1. The Cemetery may, and hereby expressly reserves the right, at any time or times, with or without notice to Owners, to adopt new Rules and Regulations, or to amend, alter, and/or repeal same at any time. A copy of the Rules and Regulations, and any amendments thereto, shall be made available for inspection upon request from the Cemetery Trustees.
2. Special cases may arise in which the literal enforcement of the Rules may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of its Rules when, in its sole judgment, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of these Rules.