

Evergreen Memory Gardens Cemetery

Rules and Regulations

Effective April 15, 2018

The foregoing rules and regulations of the Evergreen Memory Gardens Cemetery are intended to cover all usual and ordinary situations that may arise in the operation of the Cemetery. However, it is recognized that it is impossible to anticipate all situations or requests that may occur or arise in the operation of the cemetery. In the event any such situations or requests not otherwise covered by these rules and regulations arise, the owners of the Cemetery will determine the correct procedure to follow.

The Cemetery expressly reserves the right, at any time and without prior notice to any Owners, to adopt new Rules and Regulations or to amend, modify, or repeal any section, paragraph, or sentence of these Rules and Regulations.

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The following rules and regulations do not constitute all the rules and regulations of the Evergreen Memory Gardens Cemetery, but only those most pertinent to owners and visitors. Please contact our office should you have questions concerning our policies.

Definitions

1. **Certificate of Interment Rights**: The document by which the Cemetery conveys to the Owner the exclusive right of burial in a particular grave, lawn crypt, crypt, or niche.
2. **Crypt**: A space in a mausoleum of sufficient size used, or intended to be used, to entomb human remains.
3. **Entombment**: The placement of human remains in a crypt.
4. **Grave**: A space of ground in the Cemetery used, or intended to be used, for the interment of remains.
5. **Interment**: The disposition of human remains by burial, entombment, or inurnment.
6. **Interment Rights**: The particular right to inter the remains of a deceased person in a specific interment space within the Cemetery, subject to the limitations set forth herein.
7. **Interment services**: The opening and closing of a (single) interment space.
8. **Interment space**: The particular grave, crypt, niche or lawn crypt within the Cemetery to which a particular Interment Right relates. An Owner of an Interment Right does not, by virtue of such ownership, acquire ownership of the interment space or of any land or improvements within the Cemetery.
9. **Inurnment**: The placement of cremated remains into a niche.
10. **Lawn crypt**: The preplaced, below ground chambers, either side-by-side or double depth, covered by earth and sod.
11. **Memorial**: The term "memorial" as used in this document includes marker, monument, footstone, stone, permanent fixture, and any bronze or metal military marker. A memorial can also mean a nameplate or inscription identifying a crypt or niche. Memorials are designed to commemorate, honor, or mark a grave site.
12. **Niche**: A space used, or intended to be used, for inurnment of cremated human remains.
13. **Outer burial container**: The rigid outer container used to surround a casket or a cremated remains container which include the products commonly known as vaults and grave liners.
14. **Owner**: The owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery's records. For further clarification on this topic, see page 8 in this document under "***Ownership of Lots and Burial Sites***".
15. **Perpetual Care**: Perpetual care is included as part of the purchase of each cemetery lot. Perpetual Care funds are put into a trust so that there are funds available to care for the cemetery after it has reached capacity and is no longer accepting burials.
16. **Purchase Agreement**: The written contract between the Cemetery and a purchaser pursuant to which the Cemetery agrees to sell and the purchaser agrees to buy Interment Rights in the Cemetery.
17. **Special Care**: Individual attention to any particular grave site. Special Care is not one of the responsibilities of Evergreen Memory Gardens Cemetery. If Special Care for a gravesite is desired, application must be made at the Cemetery Office. An estimate will be made for the service; once that fee is paid, Cemetery personnel will provide the requested service.

Liability

The Evergreen Memory Gardens Cemetery will not be responsible for damage of any kind caused by:

- the elements
- acts of God
- common enemies
- thieves
- vandals
- strikers
- malicious mischief makers
- explosions
- unavoidable accidents
- invasion
- insurrections
- riots
- terrorists
- the order of any military or civil authority, whether the damage is direct or collateral

General Cemetery Rules

18. No one under 16 years of age is allowed in the Cemetery unless accompanied by a responsible adult.
19. All pets must be kept on leashes at all times in order to keep them from damaging the flowers and shrubs, or being a nuisance to other visitors. Pet owners must clean up after their pets.
20. The Cemetery reserves the right to correct any mistake it may make without expense to the gravesite owner.
21. A speed limit of 15 miles per hour shall be observed by all vehicles within the bounds of the Cemetery.
22. Visitors are required to be appropriately dressed.
23. No climbing is permitted on monuments.
24. Parents should carefully watch children at all times, especially around lakes and monuments.
25. No littering is allowed. Trash containers are available throughout the Cemetery grounds.
26. Individuals who vandalize will be prosecuted.
27. No person shall drive any motor vehicle upon the grass, or park same at any other place except upon established roadways, unless authorized to do so by an employee of the Cemetery.
28. Hunting, discharging firearms, including air rifles, (except in observance of funeral rites) is prohibited.
29. Erecting booths or stalls, selling, peddling, soliciting, or advertising, and the distribution or placing of any advertisement is prohibited.
30. All vehicles, their drivers and passengers, and all other persons, while within the grounds, shall be subject to the direction of the cemetery management.
31. Cemetery grounds are open for visitation from dawn to dusk.
32. Recreational walking, running, and bicycling are allowed on paved surfaces only.

33. Alcoholic beverages may not be brought on to Cemetery property.
34. The Cemetery shall cause to be removed from any lot, portion thereof, or gravesite, any planting or structure, deemed objectionable, unsightly, injurious, or contrary to Cemetery Rules and Regulations. The expense for removal may be charged to the gravesite owner(s) at the Cemetery's discretion.
35. The Cemetery reserves the right of perpetual ingress and egress over interment spaces for the purpose of passage to and from other interment spaces or to conduct cemetery work.
36. Anyone other than Cemetery staff and contractors on Cemetery business are prohibited from driving anywhere except on roadways.
 - a. Contractors involved in the operation of the cemetery may occasionally use pathways and other routes to access sites, but are responsible for repairing any ruts, damage to sod, plantings, or markers while off roadways.
37. In making excavations or other such work as may be found necessary, the Cemetery reserves the right to use a nearby gravesite or lot temporarily to receive such tools, backhoes, and other equipment as may be required.

Gravesite Decorations – Prohibited Items

38. The following decorations are prohibited on the Cemetery grounds:
 - shepherds' hooks
 - toys
 - mementos or figurines
 - border edging
 - fencing
 - ceramic or glass-like flower arrangements or memorials
 - All glass flower arrangements
 - glass containers or ornaments
 - grave blankets
 - Styrofoam constructed decorations and vases
 - rocks or bricks

All unauthorized decorations will be removed and discarded without notice. The Cemetery is not responsible for these items and will not reimburse.

39. No decorations can infringe upon the adjacent grave space(s).
40. Solar lights are permitted only if they are placed in line with the existing row of markers (or where the markers would normally be placed). The cemetery is NOT responsible for lost or stolen solar lights.
41. Fresh cut flowers should be removed by lot owners when they wilt and become unsightly. All funeral flowers left at the grave will be removed by cemetery staff after they deteriorate.
42. Fresh flower arrangements and artificial flowers must be put in durable containers.
43. Flags may be placed on graves on Memorial Day, Fourth of July, Flag Day, and Veteran's Day. Flags should be kept to 12" x 18" size or smaller. Flags are subject to removal by Cemetery personnel within 10 days after the holiday.
44. Waste receptacles are provided for the deposition of waste, litter, weeds, decayed flowers, and plants.

45. Evergreen Memory Gardens reserves the right to remove all flowers, wreaths and other decorations from gravesites as soon as they become unsightly.

Decoration Removal Schedule:

Christmas decorations are allowed from November 1 through January 31 each year. The following decorations will be removed 10 days after these holidays:

- Easter
- Mother's Day
- Memorial Day
- Father's Day
- Veteran's Day

Plants, Shrubs and Trees

46. No trees or shrubs may be planted by anyone other than the Cemetery, except with the express written permission of the Cemetery, or as follows:
- a. For Flat (Grass) Markers: Annual flowers and perennials must be planted in urns or vases constructed of granite, dark marble, cement, cast iron, or durable plastic.
 - b. For Upright Granite markers: Grave site owners may place spring bulbs and summer annuals in front of memorials and in urns attached to stone monuments with approval of the Cemetery Office.
 - i. Flower beds extending not more than 12" from the gravestones are permitted as long as they are well kept and attended.
 - ii. When such flower beds are left unattended or become unsightly, the Cemetery personnel shall remove the flower beds.
47. The Cemetery has the right to remove any plants planted in the ground or landscape decorations which do not conform to the cemetery rules and regulations.
48. No person shall remove any plant or flower, either wild or cultivated, from any part of the Cemetery without the express approval of the Cemetery Office.
49. The Cemetery has the right to remove or trim any tree or shrub situated on any lot which becomes, by means of its roots, branches, condition or in any other respect, detrimental to the adjacent lots, roads, or general appearance of the grounds.
- a. Trees or shrubs may also be removed or trimmed which restrict access to grave sites for burial purposes.
 - b. The Cemetery shall not be held accountable for removal or trimming and plants, shrubs or trees.

Scheduling Interments

50. An interment will be made on a lot only by request of the lot owner, with the written consent of the lot owner or the owner's representative, or where a prior reservation exists in the Cemetery records.
51. All interments in lots shall be restricted to persons designated by the lot owner. If an order is presented for the interment of a person not a member of the immediate family, written authorization from the lot owner must be filed with the Cemetery Office
52. Burial services may be scheduled from 10:00 am until 4:00 pm Monday through Friday. Burials after 2:00pm on those days will incur an overtime fee.
53. Burial services may be scheduled from 10:00 am until 3:00 pm on Saturdays. Saturday burials shall incur an overtime fee.
54. Evergreen Memory Gardens requires 3 business days' notice prior to the burial. *(See #57 below for burial payment requirements)*
55. The funeral director should verify the scheduling of a burial service with the Cemetery before setting and publishing the funeral time.

****This will help prevent any conflict with previously scheduled services and thereby prevent a need for re-scheduling by the funeral director.***

Interments and Payments

56. All Cemetery charges, fees, and past due indebtedness for any Cemetery service or goods must be paid in full prior to a burial. This applies to both the burial space as well as the person being buried.
57. No Memorial may be erected, placed, attached, or set on the grave site if the burial has not been completely paid in full.
58. No Memorial shall be set before payment of the installation fee.
59. Payment for grave site opening must be received a minimum of 48 hours prior to interment or disinterment.
60. An additional grave space fee will apply where two interments are permitted within one grave space (ie: an over-size casket requiring more space than one gravesite).
61. The Cemetery's approval is needed to inter two people in one grave space except for the Garden of Stillwaters Doubles where the grave spaces are designed for two bodies; inscriptions for both must appear on one memorial or two separate memorials may be placed on the single grave space.
 - a. Evergreen Memory Gardens may allow up to a maximum of one whole body in a single in-ground burial space, and three cremated remains. Separate fees apply for each burial.
 - i. Burying more than one set of cremated remains ("cremains") does not apply to areas of the Cemetery where spaces are designed to accommodate a single cremains. For these cremains spaces, only one cremains may be buried per space.

62. No person, excepting someone acting under direction of the Cemetery, shall dig any grave in the cemetery.
63. When the location of a grave has been decided upon, any change shall be subject to an additional charge which must be paid on demand.
64. Funeral homes must be licensed by the state of origin and provide final disposition or out of state burial transit permits.
65. For all burials in the Cemetery, except for cremations, all persons shall be buried in a casket, and a concrete or steel vault.
 - a. All caskets used for entombment in either of the cemetery's mausoleums must be made of steel and be sealable.
 - b. Exceptions will be made on a case-by-case basis by the Manager.
66. All persons who die of, or are infected with any highly communicable disease such as AIDS, cholera, diphtheria, hepatitis, etc., must be placed in a leak proof container before being placed in the casket and vault.
 - a. The Cemetery must be notified in advance if a person is so infected as described above.
67. The funeral home conducting the burial service or interment is responsible to move the casket from the hearse to the gravesite. Cemetery employees have been directed to stay a discrete distance from the burial service.
68. The Cemetery relies upon the identification of the deceased provided by the next-of-kin or authorized representative, and shall have no obligation to independently establish or verify the identity of the remains to be interred or cremated.

Cremains

69. There shall be NO sprinkling of cremated remains within the Cemetery.

Disinterments

70. The removal of a body buried by a lawful lot owner on his or her own lot will not be permitted without written consent of the lot owner and the deceased's surviving spouse or next of kin.
 - a. The only exception to this is that a person so buried shall be removed upon lawful court order.
71. No removal of a body from the Cemetery shall be made except by written approval of Evergreen Memory Gardens Cemetery, presentation of a legal permit, and payment of disinterment fees.
72. Disinterment fees shall be set by the Evergreen Memory Gardens Cemetery Management.
73. In the event a disinterment is requested and approved, and as part of the consideration for the Cemetery performing such services in addition to the fee charged, the Cemetery will not be liable or responsible for any damage to the vault or casket that has occurred while buried or during such disinterment or reburial.

74. When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the Cemetery's specifications must be furnished by the Owner or next-of-kin for the new interment.
75. The Cemetery may require that all persons attending an interment or disinterment remain at a safe distance (as determined by the Cemetery) from the interment space during the interment, disinterment or re-interment process.

Ownership of Lots and Burial Sites

76. Any person who has purchased one or more grave sites in the Evergreen Memory Gardens Cemetery shall own the "right to be buried in said grave site or grave sites". The purchaser shall not have legal title to the land upon which the grave site is situated. The purchaser of a burial site or sites may be referred to hereinafter as "the owner", however, legal title and ownership of the land rests solely with Evergreen Memory Gardens Cemetery. As such, any person who has heretofore purchased or will hereafter purchase a gravesite owns only the right to be buried or designate who shall be buried in said grave sites.
77. When a lot, a portion of a lot, or individual burial sites are purchased, Evergreen Memory Gardens shall issue a Certificate to the designated owner thereof upon payment in full of said property. This Certificate shall vest the owner with the rights of burial as prescribed by the Rules and Regulations of the Cemetery in effect at the time of the burial. This right of burial and gravesite ownership may be transferred according to such Rules and Regulations as set forth by Evergreen Memory Gardens Cemetery, and in no other manner.
 - a. If the burial site(s) or lot(s) are not transferred by the owner, then the ownership of these grave sites and lots shall descend or pass, by devise, as real estate.
 - i. Such burial sites and lots shall never be used for purpose other than burial or for an appropriate memorial of the deceased.
 - ii. In the event an owner or person claiming ownership uses the burial sites for any purpose other than set out herein, the ownership shall revert to the Evergreen Memory Gardens Cemetery and the owner will have no claim upon the burial rights to the grave sites.
78. Whenever there is a dispute among surviving owners as to whether or not a person can be buried on a specific lot, the right to be buried on the lot shall be vested in such person or persons as designated by a court of competent jurisdiction to decide the disputed ownership of the lot. Neither the Cemetery, nor any Cemetery employee may decide a disputed ownership of a lot, or partial lot.
79. In the event a person is buried in a grave site whose ownership comes into dispute after the burial, the deceased shall remain buried in that space until such time as a court of competent jurisdiction determines the correct ownership of the lot in question.
 - a. If the court finds that the lawful space owner has not authorized the burial and demands that the deceased be removed, the Cemetery shall remove the deceased upon payment of the appropriate fees by either the lawful lot owner or the deceased's next of kin and proceed to move the deceased's remains to a different

burial site within the Cemetery if another gravesite is purchased or available. The appropriate disinterment laws must be followed by the party seeking to move the deceased's remains.

- i. If such a burial was caused by an error on the part of the Cemetery, the Cemetery shall then provide a burial site within Evergreen Memory Gardens to move the interred to. The location of the new burial site shall be the decision of the management. No cost shall be incurred by either party for the disinterment or re-interment.
80. Any gravesite owner of a lot or burial site has the right to give permission, either in person or by written authorization for the burial of the remains of non-members of the immediate family of the lot or grave owner. **However, no such permission shall be granted for money or other valuable consideration.**
 81. Interment Rights shall be purchased solely for the purpose of personal or family interment or the interment of person designated in the Purchase Agreement or Certificate of Interment Rights, and not for purposes of speculation.

Resale / Transfer of Burial Rights

82. No gravesite or lot owner may sell any gravesite to anyone without prior approval of the Evergreen Memory Gardens Cemetery.
83. Any and all transfers of any Interment Right, whether same is by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which now exist or which may be hereafter enacted or amended.
 - a. All transfers of ownership; shall be subject to a transfer fee as posted in, or available from, the Cemetery when the transfer is recorded in the Cemetery's records.
 - b. No transfer shall be effective until all transfer fees are paid.
84. In all cases where a lot, or any part thereof, is transferred from one owner to another, a properly executed deed must be presented to the Cemetery Office for record before an interment can be made by the owner.
85. Deed transfer is typically facilitated by a quitclaim deed. The deed is given by the owner of record to a subsequent purchaser. A quitclaim deed does not guarantee clear title to the property. The deed transfers the grantors interest in the property, whatever that may be. It is up to the buyer to determine whether anyone else may have an interest in the property.
86. A grave transfer fee is due as payable upon recording at the Cemetery Office. This fee includes recording the property transfer. No transfer shall be effective until all transfer fees are paid.
 - a. In the instance of an estate, a properly executed "affidavit for transfer of property" shall cause the transfer and recording with no fee imposed.

Cemetery Maintenance and "Special Care"

Evergreen Memory Gardens Staff shall make every effort to maintain the Cemetery grounds in a manner that complies with the State of Kentucky Statutes regarding cemeteries.

According to Kentucky Statute KRS 381.697, every cemetery in the state (*except private cemeteries*) must be maintained by its owner . . . “in such a manner so as to keep the burial grounds or cemetery free of growth of weeds, free from accumulated debris, displaced tombstones or other signs and indication of vandalism or gross neglect.”

87. Upon request by a space owner, a Work Order shall be completed and given to the Grounds Staff, if appropriate.
- a. Based on established Cemetery priorities, the requested work will be prioritized and completed as soon as practicable.
 - b. Evergreen Memory Gardens Grounds Staff’s work priorities:
 - 1st) Burial Duties: opening graves, setting up a tent and setting out chairs, directing traffic and leading funerals to gravesite, and closing graves.
 - 2nd) Mowing or snow removal – depending on the season
 - 3rd) Maintaining equipment
 - 4th) Installing markers
 - 5th) Emptying trash cans
 - 6th) Removing worn decorations; picking up windblown debris
 - 7th) Trimming around memorials, markers, signs and trees
 - 8th) Raising markers
 - 9th) Leveling graves
 - 10th) Pruning bushes and trees
 - 11th) Filling in rodent holes
88. Some gravesite work is considered outside the definition of General Cemetery Care and Maintenance; that work can best be described as the attention given to an individual grave such as would be given by a loved one or family member.
- a. We call this “Special Care”, and as such, is more the responsibility of the person who owns the burial rights to a space rather than the responsibility of the Cemetery.

Some examples of Special Care:

- cleaning the bronze or granite marker,
- replacing a missing screw on a birth or death date,
- replacing artificial flowers in a vase when they become faded and dirty
- Brushing debris or loose dirt off a marker
- Filling in rodent holes near a marker
- Taking the time to read and understand the Rules of our Cemetery...***and follow them***
 - *This includes limiting what is placed on the gravesite in accordance with cemetery guidelines*

89. If Special Care for an individual grave site is requested by the burial space owner, staff will review the site and provide an estimate for the work. Upon payment by the Gravesite Owner, the work will be scheduled and completed within 30 days of fee payment.

Memorials, Benches, and Foundations

Memorials and Benches

90. Bronze and granite memorials (also called markers), vases, plaques, or any other bronze or granite item on the cemetery grounds are the property and responsibility of the purchaser. Evergreen Memory Gardens is not responsible for damaged, lost, or stolen property from gravesites. ***Lost or stolen vases are replaced at the expense of the purchaser, not the Cemetery.***
91. Urns and vases must be placed next to either side of the cemetery marker and within the protected marker row.
92. Markers and memorials may only be placed for a body (whole or cremated) which has been buried in the cemetery unless given written permission by the cemetery office.
93. Markers and memorials may only be placed for those not buried in the cemetery if they include the words "In Memory Of".
94. No monument or bench may extend onto another space unless the two spaces are owned by the same person and it has been approved in writing by the Cemetery.
95. No memorial or bench may be placed on any lot or gravesite in the Cemetery without Cemetery approval.
96. No memorial may be removed from any lot in the Cemetery without Cemetery approval.
97. All markers, memorials, or monuments must have at least a family name inscribed on them.
98. In the event an outer burial container, memorial, foundation, or other object is placed or constructed in the Cemetery without the authorization of the Cemetery, the Cemetery reserves and shall have the right, at the Owner's expense, to remove the unauthorized outer burial container, memorial or other object.
99. The expense for the replacement of a cracked or broken granite item may be charged to the lot or grave site owner.
100. If any memorial, structure, 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.
101. The Cemetery's obligation in the event of defective workmanship or defective materials furnished or performed by the Cemetery, in connection with outer burial containers, memorials, foundations, or the installation thereof, shall be limited to replacement, repair or correction of such materials or installation.
102. Certain portions of the Cemetery have been restricted to designated types of memorials. Information concerning memorials, memorial structures, memorial specifications and other embellishments is available in the office of the Cemetery.
103. Evergreen Memory Gardens is not responsible for providing final dates and scrolls on memorials not supplied by the Cemetery.

Memorials, Benches, and Foundations

Memorial and Bench Foundations

104. No permanent markers or memorials may be installed or placed in the Evergreen Memory Gardens Cemetery unless the marker or memorial is placed on an approved foundation built or installed by the personnel employed or contracted by Evergreen Memory Gardens Cemetery. The foundations will be installed according to the specifications approved by the Cemetery.
105. Foundations for memorials shall be installed only in accordance with the rules and regulations of the Evergreen Memory Gardens Cemetery. No third party installers shall be permitted except by approval by the Cemetery.
106. All Cemetery charges and fees for Interment Rights, memorials, perpetual care, or any other applicable charges must be paid in full before any memorial or foundation may be placed on any interment space within the Cemetery.
 - a. Any memorial which is placed prior to full payment of all such charges may be removed by the Cemetery, at the burial site owner's expense without notice.
107. In the event an outer burial container, memorial, foundation, or other object is placed or constructed in the Cemetery without the authorization of the Cemetery and other appropriate persons as provided herein, the Cemetery reserves and shall have the right, at the Owner's expense, to remove the unauthorized outer burial container, memorial or other object without notice.

Contractor Procedures

108. Memorial or monument providers shall furnish the Evergreen Memory Gardens Cemetery staff, for approval before installation, a blue print or sketch of the proposed memorial showing the proposed location on the lot or burial site, design, complete inscription, all dimensions, and the name of the quarry-producer furnishing said memorial or monument. Approval must be given by the Cemetery staff before any memorial or monument is installed.
109. Memorial and monument dealers and their employees are subject to the control and direction of the Cemetery.
110. All work performed by memorial and monument dealers must be done during the working hours of the Cemetery's employees.
111. All contractors performing work within the cemeteries must carry liability insurance. Certificates of insurance must be on file with the Cemetery Office.
112. Contractors and others having work to do in the cemeteries must advise cemetery management prior to commencing work.
113. Moving cemetery monuments or any heavy material over any path, lot or part thereof, shall only be done with the consent of cemetery management. The ground and turf must always be protected.
 - a. Any disturbance or damage to the lot or surroundings must be restored to their original condition by or at the expense of the person, firm or corporation having the work done.

114. The obstruction of drives and paths during construction, or when material is being delivered must be avoided whenever possible.
115. Contractors must remove all trash and excess materials immediately after completing marker and monument work. The lot and surroundings must be restored to their original condition by or at the expense of the person, firm or corporation having the work done.
116. Employees of contractors are expected to act with such decorum and respect as the occasion and premises demand. During the progress of burial services all work in the immediate vicinity shall cease and quiet shall prevail.
117. Contractors shall be responsible for all damages to the cemetery facilities including markers, monuments, roads, trees, shrubbery, and flowers.

Modifications and Amendments

The Cemetery may, and it 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 any rule, regulation and/or article, section, or paragraph and/or sentence in these Rules and Regulations.

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions or modifications in any of the Rules and Regulations when in its judgment, the same appear advisable; and such temporary exceptions or modifications shall in no way be construed as affecting the general application of such.