

DEFINITIONS

1. “Burial Rights” or “Interment Rights” shall mean an easement or license sold by the cemetery authorizing the use of a specific grave(s), crypt(s) or niche(s) for the interment of human remains. The cemetery sells only the right to use the designated space for interment purposes. Ownership of the physical grave, crypt or niche remains with the cemetery.
2. The term “Cemetery” shall mean a tract of land designated or intended for the interment or entombment of human remains as well as all properties used for related purposes such as roadways, walks and buildings.
3. “Grave” shall mean a space of ground in the cemetery used, or intended to be used, for the burial of human remains.
4. “Interment” shall mean the burial, entombment or inurnment of the human remains in a grave, crypt or niche.
5. “Lot” shall mean one or more than one adjoining grave, or crypt.
6. “Lot Holder” shall mean the recorded owner of the burial rights, either by purchase or who hold the rights by inheritance or transfer.
7. The term “Management” shall mean the person in charge of supervising and managing the cemetery.

ADMISSION TO THE CEMETERY

The management reserves the right to refuse admission to the cemetery and to refuse the use of any of the cemetery’s equipment or facilities, at any time, to any person or persons.

ARRANGEMENTS FOR FUNERALS AND INTERMENTS

1. Funerals shall not be admitted to the cemetery when they are escorted or accompanied by regalia or banners which, in the opinion of the management, are considered to be objectionable.
2. The management may accept a request for an interment or opening of a lot, with proper written authorization from any lot holder, unless there are written instructions to the contrary on file in the office of said Management. The management may accept a faxed interment authorization with the original to be received by the management on the date of the interment.

3. The management shall not be responsible for any order given by telephone or any mistake occurring from the lack of proper instructions as to the size of the casket or as to the particular grave or crypt location where the interment is to be made. The management reserves the right to make an equitable charge whenever additional labor costs result from such mistakes.
4. The management shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with, or where said rules and regulations shall forbid such interment; and, further, said management reserves the right, under such circumstances, to place the body in a receiving vault until full rights have been determined. The management reserves the right to make a reasonable charge for temporary entombment of remains. Any protest may be required to be in writing and filed in the cemetery or parish office.

INTERMENT PROCEDURE

1. The management will not be responsible for the preparation of a grave, unless the forms provided by the management have been properly executed and signed by the lot holder. If the lot holder is deceased, a member of his/her family will authorize the opening of the grave on the lot.
2. The management shall not be liable for the Board of Health Permit, or responsible for the accuracy of the data contained in said permit or for the identity of the person to be interred.
3. When there is no living member of the family to make such authorization on the cemetery forms, such forms must be accompanied by an affidavit stating the relationship of the person to be interred to the lot holder.
4. Cemetery personnel will not be held responsible for damages or injuries resulting from defects in burial vaults, concrete cases and lids thereof when they set or seal said vaults, cases or lids or maintain the same.
5. Besides being subject to these rules and regulations, all interments and removals shall be subject to the Burial Agreement and the laws of the Commonwealth of Kentucky, the city and the county where the cemetery is located.

DIS-INTERMENTS AND REMOVALS

1. No dis-interment or removal shall be allowed except with the permission of the management and with written authorization of the lot holder and the nearest of kin and with the proper legal procedure. A court order may be required if the management deems necessary.

2. The management shall exercise the proper care when performing a dis-interment and removal, but it shall assume no liability for the damage to any casket or burial case incurred in performing the dis-interment and removal.

CORRECTION OF ERRORS

The parties agree that the cemetery shall have the right to mitigate any errors or omissions which may have occurred in connection with interments, dis-interments or the issuance of any transfer of burial rights or easements.

At the cemetery's discretion, it may, in the case of mistaken conveyances, cancel any such conveyances and substitute in place thereof rights of equal value at some other location in the cemetery. Or, in the alternative, the cemetery may choose to refund any monies paid on account of said purchase, thereby terminating any and all rights in connection with the documents in error.

In any case where an error has been made regarding a burial or removal, the cemetery, at its own cost and expense, may correct the error or omission by removing and reintering the remains to some other location within the cemetery.

The parties acknowledge that this agreement regarding errors and omissions shall be in lieu of any other remedies provided by law.

INSTRUCTIONS TO LOT OWNERS AND LOT OWNERS' RIGHTS

1. The management reserves the right to specify the terms of purchase of all interment rights in lots and the manner in which said rights shall be held or exercised.
2. In the event that a purchaser of burial rights defaults with regards to his/her obligations under the Burial Rights, the management shall have the right to declare the agreement null and void and of no legal effect. In such event, the management shall have the right to remove any bodies interred pursuant to the cancelled burial agreement, and reinter in single graves at locations within the cemetery. In the event of the aforesaid breach by the purchaser, the management shall also have the right to remove any memorial erected at the lot which was the subject of the terminated burial agreement. In such circumstances, the management shall have no obligation to replace the memorial nor to preserve it, it being agreed that the management may dispose of the memorial as it sees fit. The purchaser shall be responsible to reimburse the cemetery for any costs incurred by the cemetery pursuant to this paragraph.

3. The Management reserves the right to remove any coping, curbing, fencing, hedging, border or enclosures of any kind erected, planted or placed.
4. Only one traditional burial and the cremated remains of one person, or the cremated remains of two persons shall be allowed per grave, provided however, the management reserves the right to authorize or permit the interment of more than one person in one grave. The management may authorize this right only in writing. The management also reserves the right to charge a fee whenever a second burial is performed in the same grave or lot. Proper identification must be made of such interment or interments on one regulated memorial.
5. The use of the lot is for the lot holder for interment purposes only and not for transfer, resale or profit except as may be provided herein or in the Burial Rights.

BURIAL RIGHTS AND GENERAL CONTROL

Upon the death of a lot holder any and all remaining rights and privileges of the lot holder shall pass in the following manner:

1. If there is a reservation filed with the Cemetery office, then:
 - a) The right of burial is to those designated.
 - b) If the reservation filed with the Cemetery office is in conflict with a later Last Will and Testament then the Last Will and Testament will prevail over any previous reservations, provided this Last Will and Testament is in accordance with the Cemetery Rules and Regulations.
 - c) Only the lot holder can assign the right of burial to designated persons but cannot sell the same.
 - d) The successor to the lot holder by Last Will or Testament becomes the lot holder. A mere residuary devise shall not be construed as including any interest in or control over any lot in the Cemetery.
 - e) Any designated person, by the lot holder, for burial rights purposes may release his/her right of burial in which case the right would go back to the lot holder or his/her descendants.
2. If there is no reservation filed with the Cemetery office, then:
 - a) If no reservation has been filed with the Cemetery office or no particular instructions have been provided by Last Will or Testament, the right of burial shall pass upon those entitled to succeed thereto by the laws of the

State of Kentucky, provided that a surviving spouse will have a superior right on one of the remaining graves over any other person.

- b) The right of burial will be in the order of the descendant or heir deaths, and will be limited to the number of graves remaining. Once all the graves have been occupied the right of burial is lost to any remaining descendants.
 - c) Descendants or heirs may release the right of burial for themselves and their heirs. Any descendant or heir can request the burial of a designated person in any of the remaining graves subject to the authorization of any remaining descendants or heirs with right of burial. Those requesting such a designation must prove to the management that there are no other descendants or heirs to object the designation.
 - d) Executors and administrators have no power to prohibit the burial of one entitled or to permit the burial of one not legally entitled to be buried.
 - e) The right of burial in any vacant grave is a personal right that passes from the lot holder to the descendants or heirs equally. This right will be exercised in the order of their deaths. Once the last grave is occupied the right is terminated and lost to all others.
 - f) A mere residuary devise shall not be construed as including any interest in or control over any lot in the Cemetery.
 - g) The Cemetery may allow the burial in a lot of a person whose right is certified by affidavits of two credible witnesses, who should reasonably know the lot holder. However, if a person with right of burial to that lot prove to the satisfaction of the management that the person buried did not in fact have a right of burial, he/she may remove and rebury the body in another grave, at his/her own expense, and subject to the approval of the management.
3. In the case that there are joint lot holders, each one has a vested right of burial in the lot.
- a) A joint lot holder may renounce his/her right of burial ownership over the lot in which case the joint lot holder is also renouncing the right of his/her descendants or heirs.
 - b) A joint lot holder may be buried elsewhere but his/her descendants or heirs still retain the right of burial on the lot.
4. A release is the prescribed statutory way to surrender the personal right of burial vested by statutes and terminates it forever as to the releasor. If made in favor of

another person, it may be good as a release, but the attempted transfer of a surrendered right is void and unauthorized by statute. The only effect of a release is to reduce by one the number of those having the right -the whole right- thereafter, vesting equally in all having the right who do not release. When all of a class unite in a release, they may in the same writing exercise the owner's general right of control (not included in the release), and designate who may be buried in the lot.

DESCENT OF RIGHT OF BURIAL FROM LOT OWNER

Please see Kentucky Revised Statutes, Title XXXIV, Chapter 391.010.

“391.010. Descent of real estate.

When a person having right or title to any real estate or inheritance dies intestate as to such estate, it shall descend in common to his kindred, male and female, in the following order, except as otherwise provided in this chapter:

1. To his children and their descendants; if there are none, then
2. To his father and mother, if both are living, one (1) moiety each; but if the father is dead, the mother, if living, shall take the whole estate; if the mother is dead, the whole estate shall pass to the father; if there is no father or mother, then
3. To his brothers and sisters and their descendants; if there are none, then
4. To the husband or wife of the intestate; if there are none surviving, then
5. One (1) moiety of the estate shall pass to the paternal and the other to the maternal kindred, in the following order:
 - a. The grandfather and grandmother equally, if both are living; but if one is dead, the entire moiety shall go to the survivor; if there is no grandfather or grandmother, then
 - b. To the uncles and aunts and their descendants; if there are none, then
 - c. To the great-grandfathers and great-grandmothers, in the same manner prescribed for grandfather and grandmother by subsection (a); if there are none, then
 - d. To the brothers and sisters of the grandfathers and grandmothers and their descendants; and so on in other cases without end, passing to the nearest lineal ancestors and their descendants.

6. If there is no such kindred to one of the parents as is described in subsection (5), the whole to go to the kindred of the other. If there is neither paternal nor maternal kindred, the whole shall go to the kindred of the husband or wife, as if he or she had survived the intestate and died entitled to the estate.”

SERVICE CHARGES AND PAYMENTS

1. The management shall have the right to fix a charge and time of payment for each interment, dis-interment, removal, transfer of burial rights and for the performance of any other service rendered by the management at the request of the lot holder. All work in connection with such service or otherwise shall be subject to the determination and supervision of said management and at the cost of the lot holder or the person requesting such service.
2. Any indebtedness due for work performed on a lot must be paid before an interment in the lot may be made, or before any memorial may be erected.

RIGHTS RESERVED TO THE MANAGEMENT

The following rights and privileges are hereby expressly reserved to the management to be exercised at any time or from time to time:

1. To resurvey, enlarge, diminish, replat, alter in shape or size, or otherwise, to change all or any part or portion of the cemetery.
2. To lay out, establish, close, eliminate or otherwise modify or change, the location of roads, walks or drives, provided ingress and egress to and from any lot is preserved or is allocated to the lot holder.
3. To provide easements and rights of way over and through all of the cemetery premises for the purpose of installing, maintaining and operating pipe lines, conduits or drains for sprinklers, drainage, electric or communication lines or for any other cemetery purposes.
4. The management reserves the right to forbid and prevent assemblages.
5. The management shall have the right to fix the opening and closing hours of the cemetery, cemetery office and buildings.

USE OF THE CEMETERY

1. Visitors within the cemetery shall use only the avenues, roads and walks provided unless it be necessary to walk on the grass to gain access to one's own lot. The

management expressly disclaims liability for any injuries sustained by anyone violating this rule.

2. Any person who shall mutilate, deface, or otherwise injure any tombstone, monument, vault, vase, enclosure, furniture, ornament, building, or structure of any description, tree, shrub, flower (wild or cultivated), or who, without permission obtained from the management, shall erect, build, plant, cut, or remove any tombstone, monument, vault, vase, enclosure, furniture, ornament, tree, plant, shrub, building, or other structure, or interfere with any grave in said cemetery, shall be prosecuted to the full extent of the law.
3. Children under sixteen (16) years of age are not permitted within the cemetery unless under the proper adult supervision.
4. Pets must be on a leash at all times, kept away from memorials and shrubbery, and cleaned up after according to the City Ordinance where the cemetery is located.
5. Lawns shall not be disturbed for any purpose except with the approval and under the supervision of the management.
6. The management reserves the right to regulate the method of decorating lots so that uniform beauty may be maintained. The use of any items that could jeopardize the physical integrity of cemetery workers or visitors shall not be permitted on any lot and such items shall be removed by the management. Permanently placed flower vases must be approved by the management.
 - (a) The cemetery shall not be liable for any flowers or floral containers placed at the grave on the day of the funeral nor for any other flowers or floral containers placed for the memorialization of a grave at any time after the interment.
 - (b) The management reserves the right to remove any flowers, vases, or floral designs, when they detract from the beauty of the cemetery.
7. It is prohibited to park or leave any motor vehicle on any road or driveway within the cemetery at a location or in such position as to prevent any other vehicle from passing, and if so parked or left, the management may remove said vehicle. No vehicle or part of any vehicle may be parked on the grass at any time.
8. The management reserves the right to take any precaution or action it deems necessary to protect and preserve the cemetery.

CONDUCT IN CEMETERY

1. Idling, loafing, loitering or any boisterous demonstrations within the cemetery or any of its buildings are prohibited.
2. Throwing of rubbish on roads, driveways, paths, walks, or any part of the grounds of the cemetery or in any building therein is prohibited.
3. No one shall pluck any flower or break any branches, or remove, injure, or cut any tree, plant, or shrub in the cemetery without specific written permission of the management.
4. Non-prescription drugs, alcoholic beverages and fire arms are not permitted within the cemetery.
5. All gradings, landscaping and improvements of the cemetery will be made by the management. Planting of flowers by the lot owner is permitted in accordance with the flower cemetery rules. Certain types of flowers and shrubs are not appropriate and may be dangerous or a maintenance hazard when planted on the lot: e.g. rose bushes, etc. It is the lot holder responsibility to consult the management before any planting. Any flowers and shrubs planted not in accordance with the flower cemetery rules will be removed. The lot holder will be notified, if time permits, at his/her last recorded address at the office of any overgrown flowers or shrubs. If the lot holder fails to correct the condition within a reasonable period of time, the cemetery will remove the flowers and shrubs at the expense of the lot holder. All improvements or alterations of lots in the cemetery shall be under the direction of, and subject to the approval of the management; and, should they be made without its written consent, said management reserves the right to remove, alter, or change such improvements or alterations at the expense of the lot holder.

LOSS OR DAMAGE

The management disclaims all responsibility for loss or damage from causes beyond its reasonable control, and especially from damage by acts of God, thieves, vandals, etc., whether the damage be direct or collateral. In the event the management deems it necessary to reset, reconstruct or repair any memorial or any section or lot the management shall give to the lot holder written notice of the necessity for such repair at the last address of the lot holder stated on the books of the management. In the event the lot holder fails to repair the damage within a reasonable time, not to exceed 60 days from the date of such notice, the management may direct that the repairs be made and charge the expense against the lot and to the lot holder.

MEMORIALS AND RULES FOR MEMORIAL WORK

1. Memorial dealers shall abide by all the rules and regulations of the cemetery.
2. The management reserves the right at all times to approve and prescribe the type, size, design, symbolism, craftsmanship, quality and material of memorials placed or to be placed in the cemetery. All memorials are subject to the approval of the management prior to placement.
3. The management also reserves the right to issue under separate cover detailed regulations and instructions pertaining to the kind, size, design, symbolism, craftsmanship, quality and material of memorials to be placed in the cemetery. Said detailed regulations and instructions and all amendments thereto are hereby made a part of these rules and regulations.
4. The management reserves the right to fix charges for memorial foundations, memorial permits, placements or removals, and the right to demand that said charges be paid in advance and before the work is done.
5. All memorial work, or placement or removal or any memorial, shall be on the written order of the lot holder, or legal representative, and with a permit issued by the management.
6. Non-cemetery workers engaged in placing or erecting memorials or other structures, are prohibited from scattering their material over adjoining lots, or from blocking road or walks, or from leaving their material on the grounds longer than is absolutely necessary. Non-cemetery workers must provide proof of workman's compensation and liability insurance before beginning any work on the cemetery property.
7. Damage done to memorials, lots, walks, drives, trees, shrubs or other property by non-cemetery workers, dealers, or contractors, or their agents, shall be repaired by the management and the cost of such repair shall be charged to the dealer or contractor or to the person contracting for such work.
8. The management reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations therefore have not been made; or when work is being done in such a manner as to endanger life or property; or when there is evidence of misrepresentation; or when work is not being executed according to specifications; or when any reasonable request on the part of the management is disregarded; or when any person employed on the work violates any rule of the management.
9. While the management will exercise all possible care to protect memorials and raised lettering, carving or ornaments on any memorial, or other structure, on any lots, it disclaims responsibility for damage or injury thereto.

10. The management reserves, and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the cemetery.
11. Should any memorial, mausoleum or tomb become unsightly, dilapidated, or a menace to the safety of persons within the cemetery, the management shall have the rights referred to in the Burial Rights and the right either to correct the condition or to remove the same, in either case at the expense of the lot holder.
12. Soliciting memorial sales or memorial work within the cemetery is not permitted.

SHRUBBERY AND FLOWERS

Shrubbery planting requires the approval of the management. The cemetery reserves the right to charge a fee for planting shrubbery and an annual fee for trimming, fertilizing, and spraying as needed.

The cemetery will set the fees for trimming or removing shrubs owned by the lot holders. In cases where in the judgement of the management, neglected or overgrown shrubs need to be removed, notice will be mailed to the lot holder at the last address recorded in the cemetery records. If the lot holder does not make arrangements within two (2) weeks for the removal of shrubs, the cemetery will proceed with the removal and bill the lot holder.

The cemetery is not responsible for flowers whether planted or placed on the lot. Permanent borders are not permitted. Flowers not kept weed-free will be removed.

IN GENERAL

1. The statement of any employee of the management shall not be binding upon the management except as such statement coincides with the Burial Rights and these Rules and Regulations.
2. The management reserves the right, without notice, to make temporary exceptions, suspensions or modifications in any of these rules or regulations when, in its judgement, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be considered as affecting the general application of such rule.
3. In all matters not specifically covered by these rules and regulations the management reserves the right to do anything which in its judgement is deemed reasonable in the premises, and such determination shall be binding upon the lot holder and all parties concerned.

4. The management reserves the right at any time to change, amend, alter, repeal, rescind or add to these Rules and Regulations or any part thereof or to adopt any new rule or regulation with respect to said cemetery or anything pertaining thereto.
5. In the event any term or condition of the Burial Rights and these Rules and Regulations conflict, the terms and conditions contained in the Burial Rights shall prevail.

FROM THE MANAGEMENT

Please observe these rules and regulations to keep our Cemetery a proper and sacred place for the burial of our deceased loved ones.

Thank you for your continued cooperation.