

# The Meadow

A decorative flourish consisting of a central wavy line with ornate, leaf-like shapes at the ends, framing the title 'The Meadow'.

## Rules and Regulations

**THE MEADOW** is a privately owned and operated natural burial ground set aside to:

- honor and promote natural life cycles,
- enhance and preserve the land as habitat for native flora and fauna,
- model the merits and methods of natural end-of-life practices.

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## **II. PURPOSE AND PHILOSOPHY**

The purpose of these Rules and Regulations is to provide for the mutual protection of The Meadow (herein called, “the Cemetery”), the Owners of Interment Rights in the Cemetery and visitors to the Cemetery. All Interment Rights sold therein, shall be subject to these Rules and Regulations, as they now exist and as they may reasonably be amended or altered hereafter by the Cemetery. Any reference to these Rules and Regulations in any purchase agreement entered into by the Cemetery, or in any Certificate of Interment Rights issued by the Cemetery, shall have the same force and effect as if these Rules and Regulations were set forth in full therein.

The Rules and Regulations for the Cemetery are to be used as a management guide by the Cemetery management or its appointees and employees.

The Philosophy of the Cemetery is to honor these main principles:

1. Provide our Owners and their families a Cemetery that offers green Burial or natural Burial exclusively.
2. Restore Cemetery operated lands by implementing long-term restoration plans that include new plantings that replace invasive species with a diverse assortment of plants native to western Virginia using accepted principles of restoration ecology. The Cemetery will work to provide beautiful, natural settings for gravesites, so families and friends of the deceased feel that their loved-one’s land conservation wishes have been honored.
3. Make all gravesites accessible to persons with disabilities as much as is feasible in a natural environment.
4. Allocate a portion of the income from each Lot sold to protect and restore the land in alignment with our mission.
5. Treat our employees fairly, involve them in business decision-making processes, provide them with all required training needed to perform their jobs in an excellent manner, pay living wages at a minimum and provide equal opportunities in hiring without regard to age, gender, race, ethnicity, religion, place of birth, nationality or sexual orientation.
6. Comply with all federal, state and local laws.
7. Become certified by the Green Burial Council at the level in keeping with our size and limitations.
8. Protect and restore our natural environment.
9. Provide a natural and beautiful Burial ground (or cemetery) for all to visit.
10. Respect family’s funeral and other end-of-life choices.
11. Help provide closure for family members after the death of a loved-one.

12. Honor people's need for a place to grieve their loss of loved ones.

13. Provide reasonable long-term returns to our investors while honoring our other commitments and values.

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

### III. DEFINITIONS

**Additional Interment Right** – Each Owner of an Interment Right for burial of human remains has a right to be buried in the Grave purchased. In order to inter additional human Cremated Remains, an additional interment right must be purchased.

**Biodegradable** – Biodegradable materials are generally organic materials such as plant and animal matter and other substances originating from living organisms, or artificial materials that are similar enough to plant and animal matter to be put to use by microorganisms to produce decomposition of the materials when buried in the ground.

**Burial** – the disposition of remains by Burial in an earthen Grave.

**Care and Maintenance Trust Fund** – the trust fund established by the Cemetery for the purpose of the care and maintenance of the Cemetery grounds and improvements thereon. (Referred to as “The Perpetual Care Trust Fund” by Code of Virginia, Title 54.1, Chapter 23.1 , Sections 2316 through 2324.)

**Casket** – a rigid receptacle in which a deceased’s remains is brought to the Cemetery for Burial.

**Cemetery** – A place for the disposal or Burial of deceased remains or Cremated Remains in a Grave or other receptacle.

**Cemetery, the** – that Cemetery named on the cover page of these Rules and Regulations and includes:

1. all land dedicated, reserved or used for Interment purposes;
2. all vegetation therein;
3. all Graves, or other Interment spaces therein;
4. all Memorials and works of art therein;
5. all roads, walkways and structures of every kind therein;
6. all equipment and facilities incident to the operation of the Cemetery; and
7. all public rights of way.

**Cenotaph** – a grave memorial placed in honor of a person, group of persons whose remains are elsewhere. It can also be the initial gravesite of a person who has since been interred elsewhere.

**Certificate of Interment Rights** – the documents by which the Cemetery conveys to the Owner the exclusive right of sepulture in a particular Grave or site.

**Coffin** – a Casket.

**Contractor** – any person, firm or corporation engaged in setting any memorial, digging graves or performing any other work on the Cemetery grounds, other than an employee of the Cemetery.

**Cremated Remains** – the remains of a deceased after Cremation, sometime called “Cremains”.

**Cremation** – a heating process that reduces remains to bone fragment.

**Family Burial Estate** – an area of Lots the use of which is restricted to a group of persons related to each other by blood, marriage or friendship.

**Family Lot** – the Lot or Lots held by the Cemetery in the name of a family once the Owner or a member of the Owner’s family is interred therein.

**Grave** – a space of land in the Cemetery used or intended to be used for the Interment of remains.

**Green Burial or Natural Burial** – the exclusive Burial practice of the Cemetery that requires all of the following:

1. interred bodies must either have not been embalmed or were embalmed with non-toxic chemicals, i.e. pose no threat to either human life or the environment.
2. prohibits the use of Outer Burial Containers (partial, inverted or otherwise) manufactured of any material (e.g. concrete, plastic, metal), concrete lids, concrete boxes, slabs or partitioned liners
3. Burial containers (Caskets, Shrouds, etc.) must be made entirely from natural/plant derived materials and, when possible, be locally produced using sustainable practices
4. all materials interred with the bodies must be Biodegradable except for nontoxic jewelry.

**Interment** – the process in which the Burial of remains or the Inurnment of cremated remains takes place from the originating call to the recording of the Interment records.

**Interment Right** – the particular right to inter the remains of a deceased in a specific Interment space within the Cemetery, subject to the limitations set forth herein. An Interment Right is an easement right to Interment in a specific location.

**Interment Space** – the particular Grave within the Cemetery to which a particular Interment Right relates.

**Inurnment** – the placement of cremated remains in an urn and a placement of such urn in a Grave or other suitable location in the Cemetery.

**Lot** – a Grave or one or more contiguous Graves. A space in the Cemetery used, or intended to be used, for the Interment of remains or Inurnment of cremated remains. The term includes and applies to one or more adjoining Graves.

**Maintenance** – the upkeep of the Cemetery as defined under Perpetual Care.

**Memorial** – (a) a Grave marker identifying a Grave or Graves, (b) an inscription identifying an individual (c) a public internet web page dedicated to identifying and providing information about a person interred or inurned in the Cemetery.

**Natural Burial Ground** – According to the requirements of the Green Burial Council (GBC) ([www.greenburialcouncil.org](http://www.greenburialcouncil.org)) for designation as a “Natural Burial Ground,” a Cemetery must:

- 1) require practices that are non-toxic and energy-conserving;
- 2) prohibit the use of vaults, (partial, inverted or otherwise), vault lids, concrete boxes, slabs or partitioned liners;

- 3) prohibit the Burial of decedents embalmed with toxic chemicals;
- 4) ban Burial containers that are not made from natural/plant derived materials;
- 5) implement a program of Integrated Pest Management (IPM);
- 6) be designed and operated to produce a naturalistic appearance compatible with regional eco-systems;
- 6) limit the types, sizes, and visibility of memorials to preserve naturalistic vistas; and
- 7) may or may not be part of an ecological restoration.

**Ossuary** – a container in which cremated human remains may be comingled.

**Outer Burial Container** – refers to a rigid outer container used to surround a Casket or a Cremated Remains container, and includes the products commonly known as vaults and Grave liners. The Cemetery prohibits the use of Outer Burial Containers.

**Owner** – the Owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery's records.

**Perpetual Care** – means that within the limits permitted by the income derived from the Perpetual Care Fund for Interment space, the Cemetery grounds will be maintained in keeping with a well preserved conservation Burial Preserve, including the maintaining of planting at reasonable intervals; the procuring, maintaining and keeping in reasonable condition the machinery, tools, and equipment needed for that purpose, and replacing same when necessary; keeping in repair the drains, water lines, roads, buildings, fences, and other structures, including features and embellishments of a general character applicable to the Cemetery as a whole or to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals, maintaining the necessary records of Interment space Ownership and Burials, and other necessary information, and having same available to the public authorities and other interested persons.

This shall not include Maintenance, repair or replacement of any Memorial under any circumstances; nor the repair or replacement of buildings, structures or other property from causes beyond its reasonable control, and, especially from damage caused by the elements, Acts of God, common enemy, thieves, vandals, strikes, lockouts, malicious mischief makers, explosions, unavoidable accidents, wars, invasions, insurrections, riots, or by orders of any military or civil authority, whether the damage be direct or collateral.

The Virginia legal requirements for funding Perpetual Care are spelled out in Chapter 23.1 (§54.1-2316 through 2324.) of Title 54.1 of the Code of Virginia.

**Purchase Agreement** – that 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.

**Remains** – the physical material of a body which remains after a person is deceased.

**Sepulcher** – a site in which a person to be buried.



**Shroud** – a Burial cloth made of cotton, linen, canvas or other biodegradable, natural material in which remains will be buried.

**Vested Interment Right** – An Interment Right in which the individual holding it has a superior right to its use, which is not defeasible by anyone other than the Owner or someone else who has a similar vested right.

## **IV. CEMETERY VISITORS**

1. The Cemetery reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery.
2. Children under of twelve (12) years of age must be accompanied by an adult.
3. No alcohol or illegal drugs are permitted on the Cemetery grounds with the exception of special events scheduled and approved with written permission of the Management.
4. Gathering or damaging either plant or wildlife with-in the Cemetery is strictly prohibited.
5. No vehicle shall be driven in the Cemetery at a speed greater than 8 mph. Vehicles shall be restricted to roads, identified parking spaces, or specified alternatives.
6. No undue noise shall be permitted in operating a vehicle on the Cemetery property.
7. The Cemetery reserves the right to exclude any or all vehicles from the grounds during inclement weather, a special event, when work is being done, or when it is deemed necessary for safety reasons.
8. While visiting the Cemetery, visitors should secure personal items at all times. The Cemetery shall take reasonable precaution to protect Owners, and the property rights of Owners within the Cemetery, from loss or damage, but the Cemetery shall not be liable for damage or injury to any person or property in the Cemetery whether the damage be direct or collateral. Persons entering the Cemetery grounds, or buying interment rights therein, are mere licensees and assume all risks and liabilities.
9. No person shall enter or leave the Cemetery except by use of the entrances and exits furnished by the Cemetery for public use.
10. All persons shall wear proper attire in the Cemetery.
11. Photographs taken of a private interment without prior and expressed permission of the family and/or funeral director are forbidden.
12. Pets are permitted in the Cemetery only on a leash. The Cemetery reserves the right to eject any pet and its owner should the pet in the opinion of the Management be a threat or a nuisance.
13. The throwing of trash on any part of the grounds or in the building is prohibited.
14. No firearms or weapons shall be permitted in the Cemetery.
15. The Cemetery reserves the right to request proper identification from anyone.
16. Unseemly behavior, loitering or other unbecoming conduct is strictly prohibited. Cemetery personnel have the right to request violators to exit the Cemetery property, as well as the right to contact the proper authorities. The Management reserves the right to refuse admission to anyone.
17. Plastic flowers or arrangements, vases, firearms, photographs, plaques or any manufactured items of manmade or natural materials, shall not be left on graves or on the Cemetery property and will be removed without notice at the discretion of the Management.

## V. CEMETERY'S RIGHTS AND RESPONSIBILITIES

### *Cemetery Workers*

1. The Cemetery reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery.

2. The Cemetery workers and Contractors may cross over any Cemetery Lot to perform normal Cemetery operations.

3. Cemetery employees or Contractors under the control and with the permission of the Cemetery management shall perform the Cemetery's work including but not limited to landscaping and care of the Lots. No persons other than the duly authorized employees of the Cemetery shall be allowed to perform any work within the Cemetery without written authorization issued by the Cemetery management, and any such authorized work shall be subject to all provisions contained herein.

### *Force Majeure*

4. The Cemetery shall take reasonable precautions to protect against loss or damage to property or rights within the Cemetery. It expressly disclaims any and all responsibility for loss or damage from causes beyond its reasonable control. Such occurrences might be (but not exclusively) from loss or damage caused by the elements, Act of God, common enemy, thieves, assailants, vandals, strikers, lockout or labor trouble, malicious mischief maker, explosion, unavoidable accident, invasion, insurrection, riot, government act or regulation or order of any military or civil authority, whether the loss or damage be direct or indirect.

5. The Cemetery Management may from time to time as it sees fit for the benefit of Cemetery operations temporarily waive certain rules and regulations. In the case of an exception, **the temporary condition in no way implies or constitutes a permanent change in the Cemetery's rules and regulations**

### *Errors*

6. The Cemetery reserves and shall have the right to correct any errors made in making Interments, or sales, transfers or conveyances of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) as may be selected by the Cemetery. Alternatively, the Cemetery, at its sole discretion, may refund the amount of money paid on account of the purchase of the Interment Rights, merchandise or services to which the error relates. If the error involves the Interment of remains in the wrong location, the Cemetery may, at its option, transfer such remains to the correct location or to a similar location of comparable value. The Cemetery shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this paragraph.

7. The Cemetery reserves and shall have the right to correct any errors that may be made by placing improper inscription, including an incorrect name, date on the Memorial or for placing a Memorial on an incorrect site.

***Layout and Design***

8. The Cemetery reserves the right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery or of a section or sections thereof, from time to time, including the right to modify or change the locations of, or remove or re-grade features, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery further reserves the right to lay, maintain, operate, alter or change drainage and ponds as well as the right to use the Cemetery property, not sold to Owners, for Cemetery purposes, including the interring and preparing for Interment of human remains, or for anything necessary, incidental or convenient thereto.

9. The Cemetery shall have sole and exclusive authority with respect to the planning, surveying, and making improvements within the Cemetery.

10. If any tree, shrub or plant, by means of its roots, branches, or otherwise, becomes detrimental to the Interment space upon which the plant stands or to any adjacent Interment spaces or roads, drives or trails, or if for any other reason its removal is deemed necessary, the Cemetery management 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. In the event of any such removal, the Cemetery shall have no obligation to replace any removed tree, shrub or plant.

## **VI. OWNERSHIP OF INTERMENT RIGHTS**

### ***Not Land Ownership***

1. 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.

### ***Payment and Ownership Conditions***

2. A Certificate of Interment Rights shall be issued upon full payment of the purchase price of an Interment Right. Every Interment Right shall be subject to:

- (a) all applicable laws and governmental regulations;
- (b) the Certificate and Articles of Operations establishing the Cemetery; and
- (c) all Rules and Regulations adopted by the Cemetery, as now in force or as hereafter amended or adopted, whether or not as set forth herein.

3. Interment Rights can be purchased in the Cemetery only with the written approval of the Cemetery and subject to the Rules and Regulations of the Cemetery now or hereafter adopted by the Cemetery and for the purpose of Interment only.

4. The individual(s) named in the Certificate of Interment Rights issued and of record will be presumed to be the Owner(s) of the Interment Right unless the Cemetery receives written notice to the contrary by the Owner or by the Court. The Cemetery records shall be sufficient warrant in all matters regarding Ownership.

5. A Certificate of Interment Rights may be issued to an individual, to multiple individuals as tenants by the entirety. Only one original Certificate of Interment Rights will be issued.

### ***Certificates***

6. The Certificate of Interment Rights, the execution of a Purchase Agreement and these Rules and Regulations, and any amendments hereto, shall constitute the sole agreement between the Cemetery and the Owner of the Interment Right, and no statement of any sales agent or other Cemetery employee to the contrary shall bind the Cemetery.

7. The person named in the Certificate of Interment Rights issued and of record will be presumed to be the Owner of the Interment Right unless the Cemetery approves in writing through a Quit Claim or other legal method of transfer of Interment Rights 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.

### ***Divorce***

8. Upon the receipt of an Order of Distribution or divorce decree by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall revise its records to reflect Ownership of Interment Rights in accordance with such an Order.

### ***Unused Interment Rights at Death***

9. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the Commonwealth of Virginia, subject to the Interment Rights of the deceased and his or her surviving spouse. Where such a transfer of Ownership results in multiple Owners of any Interment Rights, each co-Owner shall have the right to be interred in any Lot of the co-Owners which has not been used at the time of that co-Owner's death, and the consent of the other co-Owners shall not be required for any such Interment; however, no co-Owner may convey an Interment Right, or authorize the Interment of anyone other than a co-Owner, without the consent of all other co-Owners of that Interment Right.

10. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy immediately vests in the survivor or survivors, subject to the Vested Interment Rights of the remains of the deceased joint tenant.

11. If an Owner of record 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 descendant and his or her surviving spouse. His or her heirs or devisees should immediately file their Ownership claim and address with the Cemetery in writing. If the deceased Owner left the Interment space by will to some designated person, a certified copy of the will shall be submitted to the Cemetery so that the transfer of Ownership may be recorded.

### ***Transfers***

12. No transfer or assignment of any Interment Right, or interest therein shall be valid until accepted in writing by the Cemetery on the Cemetery's forms and recorded in the books of the Cemetery. The Interment Right or interest must be re-conveyed to the Cemetery; the Cemetery shall then issue a conveyance to the new Owner. The Cemetery may also refuse to consent to a transfer or to an assignment as long as there is outstanding any portion of the purchase price or the deposit required to be made to the Cemetery's care fund due from the record-Owner

13. The Cemetery may fix a charge for all transfers of Ownership. No transfer of Ownership shall be complete or effective until any and all charges are paid.

### ***Additional Interments***

14. In order to inter additional human remains in a Grave purchased with a single Interment Right, an Additional Interment Right must be purchased. These additional Interment Rights must be for Cremated Remains only. At the time of the original purchase the purchaser must state that added rights may be purchased for the site.

15. After a full body burial, up to two Cremated Remains may be Inurned in the same Lot. The full body must be interred first.

16. When there is no full body Interred in a Lot, up to four Cremated Remains may be Inurned in the same Lot.

## **VII. OWNERS'S RIGHTS**

### ***General***

1. Interment Rights within the Cemetery shall be used for no purpose other than for the Interment and/or Memorialization of human remains.
2. All Interment Rights in the Cemetery are conveyed and shall be held subject to:
  - (a) all applicable laws and governmental regulations;
  - (b) the Certificate and Articles of Operations establishing the Cemetery; and
  - (c) all Rules and Regulations adopted by the Cemetery, as now in force or as hereafter amended or adopted, whether or not as set forth herein.

### ***Vested Interment Rights***

3. The spouse, children and parents of the certified Owner of record of more than one Interment Right have vested rights. The spouse of an Owner has a Vested Interment Right in the space superior to any other person even if they became the spouse after the rights were acquired. No transfer or other action of the Owner, without the written consent of all Owners, divests a Vested Interment Right. A Vested Interment Right may be released by waiver, terminated upon the Interment elsewhere of the remains of the person in whom vested, or in the case of a divorce, unless it is otherwise provided in the divorce decree. No Vested Interment Right gives the right to be interred where any deceased person having a prior Vested Interment Right was interred, nor does it give the right to have the remains of more than one deceased person interred in a single Interment space in violation of these Rules and Regulations.

### ***Family Lots***

4. When an Interment of the Owner or a member of the Owner's family has been made in a Lot, thereafter, unless the Cemetery was otherwise directed in writing by the Owner, the Lots shall be held as the family Lot of the Owner and no Interment Rights therein may be transferred to non-family members unless such a disposition was made by the Owner in a will by a specific devise, or by a written declaration filed and recorded prior to the Owner's death in the Cemetery office. In a family Lot, the following shall have preference as to use:
  1. One Interment Right may be used for the Owner's Interment;
  2. One Interment Right may be used by the Owner's surviving spouse, if any, who has a Vested Interment Right in it;
  3. If any Interment Rights are remaining, the parents and children of the deceased Owner, in order of death, may be interred without the consent of any other person claiming any interest in the Rights;
  4. If no parent or child survives, the Interment Right goes in order of death to:
    - (a) to the spouse of any child of the record-Owner, and in order of death,
    - (b) to the next heirs at law of the Owner or the spouse of any heir at law.

### ***Subdivision***

5. The subdivision of Interment Rights is not allowed without the consent of the Cemetery and no one shall be buried in any Lot in which the Rights have been subdivided, except by written consent of all parties interested in such Lot and of the Cemetery.

### ***Designation of Interests***

6. When there are multiple Owners of Interment Rights, the Owners may designate one or more persons to represent their interests by filing written notice with the Cemetery. Any such designation shall be made in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior to the Cemetery's acting on such direction. The Cemetery may permit an Interment upon the request or direction of any co-Owner without liability.

### ***Transfers***

7. Subject to these Rules and Regulations of the Cemetery, Interment Rights are transferable. Upon the receipt of written instructions or a certified copy of a will containing specific devises from the deceased Owner of record, the Cemetery shall restrict Interments to the persons designated in the authorization or devise. The Cemetery will not accept a transfer of a Family Burial Estate after Interment of the original Owner or Owners, except for the Interment of family members or others as designated in writing or by a will by the Owner or by court order.

The Cemetery shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the purchase price of the Interment Right has been paid in full.

### ***Exchanges***

8. The Cemetery may exchange Interment Rights when desired by Owner, but where there are Interment Rights of lesser value no compensation will be given to the Lot Owner. When such an approved exchange is made, the original conveyance must be surrendered by proper assignment, or by re-conveyance, if considered necessary, before any change is affected.

### ***Additional Interment Rights***

9. The Cemetery will allow Additional Interment Rights for Cremated Remains in Graves by family members only when the Cemetery and the Purchaser have agreed to this provision in the original sales agreement.



## VIII. INTERMENT REGULATIONS

### *Natural Materials and Embalming*

1. Interment shall be only in or with naturally Biodegradable materials. Metals, plastics, concrete, synthetic materials or large pieces of stone may not be included in an Interment. The Cemetery may, at its discretion, on a case-by-case basis, allow personal jewelry to be interred.

2. Remains that are embalmed or otherwise chemically preserved with substances that are not approved by the Green Burial Council or equivalent environmental standards may not be interred in the Cemetery.

3. Remains discovered to constitute a health and/or environmental threat to the adjoining ecosystems will be refused and/or removed at any time.

### *Penalties and Costs of Misrepresentation*

4. A penalty of \$1,000 (one thousand dollars) will be imposed on the owner or his/her representative for knowingly withholding or misrepresenting information that would have precluded the deceased's interment in the Cemetery. In addition, they will be held responsible for all expenses incurred for the remediation of the resulting circumstances and consequences, including, but not limited to disinterment and removal of the body from the premises as well as any and all required environmental remediation to return the area to its original state. If legal action is required to collect the penalty and expenses, the party losing the judgment shall be responsible for all court costs.

### *Payment and Burial Authorization*

5. All Cemetery charges and fees for Interment Rights and Interment services shall be paid in full before an Interment can be made.

**6. Prior to permitting any Interment of human remains**, the Cemetery shall require the written authorization of the Owner of the Interment Rights, or co-Owner where co-Ownership is involved, or the next-of-kin of the deceased, their authorized representative or agent for body disposition appointed by the deceased. The management of the Cemetery shall determine the form of such authorization. **No Interment shall take place without both an authorization order and a Burial permit signed by the person or persons authorized by law and/or by the Lot Owner or Owners. The same documentation shall designate the location of the Lot to be used.**

7. When instructions regarding the locations of an Interment cannot be obtained, or are indefinite, or when for any reason the Interment space cannot be opened when specified, the Cemetery may, at its discretion, open it in such location as it may deem best and proper so as not to delay the funeral.

8. If no provisions have been made for an Interment for a particular deceased, the Cemetery may refuse to accept the remains.

9. 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.

10. Only personnel authorized by the Cemetery shall perform Interments within the Cemetery. All parties must sign a waiver of liability provided by the Cemetery if there is intent to participate in the lowering of a body into the Grave.

### ***Interment Scheduling***

11. The Cemetery shall be provided with 48 hours of advance notice of a pending Interment.

12. All Interments shall be completed by 3 p.m.

13. **Requests for Interment of human remains** may be made by telephone, in person, or electronic communication as specified by the Cemetery. The following information must be furnished:

- (a) name, age and gender of the deceased;
- (b) Lot and section
- (c) places of birth and death.
- (d) name of Owner of Interment space;
- (e) name of Funeral Director or responsible party;
- (f) exact size, type and material of the burial casket or shroud;
- (g) date of Interment and time of arrival at Cemetery; and
- (h) name, address and phone number of the owner.

14. The Cemetery may postpone or reschedule an Interment if, in the opinion of the Cemetery's management, too many Interments are scheduled concurrently, or because of failure to comply with its Rules and Regulations, inclement weather, strikes, unforeseen underground obstructions, the filing of a protest, or other circumstances beyond the Cemetery's control. The Cemetery shall be under no obligation or duty to recognize any protests of Interments unless they are in writing and filed in the Cemetery Office.

### ***Snow***

15. If deep snow is on the ground that prevents access to a particular Lot, at the option of the Cemetery, Interment shall be made in an area designated for winter Burial. If the Owner of an Interment Right cannot use the original Lot due to winter conditions, the Cemetery will exchange the Rights for a Lot at the winter Burial area at no additional cost. If the Cemetery complies with the Owner's request to use a snow-covered Lot instead of using a Lot in the winter Burial area, the Owner will pay all snow removal and other extra costs to gain access to that Lot.

### ***Funerals***

16. All funerals upon reaching the Cemetery shall be under the supervision of the Cemetery. The Cemetery shall have the right to refuse to proceed with the Interment unless all necessary fees, permits and authorizations are delivered to the Cemetery Office or Cemetery-designated funeral escort.

17. The Cemetery may require all persons attending a Burial to remain at a safe distance, a minimum of 10 feet, from power equipment during the Interment. All parties must sign a waiver of liability provided by the Cemetery if there is intent to participate in the lowering of a body into the Grave.

18. The Cemetery shall make the final determination as to the grading of a Grave and reserves the right to level, fill, re-grade and plant all Graves.

***Burial Container Size and Depth of Cover***

19. The outer dimensions of a Casket or Shroud for human remains must be at least eighteen inches (18") smaller than the Lot dimensions either in length or width as established by the Cemetery from time-to-time. This requirement is for purposes of protection of the adjacent Graves.

20. All full-body Burials of human remains must have a minimum of three feet of cover from the shallowest point.

## **IX. DISINTERMENT REGULATIONS**

1. Disinterment will be permitted **ONLY** with the signatures of the next of kin, the Lot Owner(s), and a Court Order from a Judge in the Commonwealth of Virginia having authority to issue such court order.
2. All Disinterment must be conducted with a licensed Funeral Director and a representative of the Cemetery present. Depending on the circumstances of and reasons for the Disinterment, the Cemetery may, at its option, elect to hire other professionals, such as archeologists or forensic experts, to be present at the Disinterment. The Owners will pay any and all costs associated with the Disinterment in advance.
3. Disinterment pricing shall include a flat fee, the costs for all labor, materials, hired consultants and all other costs associated with the performance of and preparation for the Disinterment and for record-keeping and a mark-up on all costs to cover the Cemetery's overhead.

## **X. MEMORIALIZATION**

### ***Right to Regulate***

1. In order that the improvements and appearance of the Cemetery be kept in conformance with its purpose and philosophy, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all grave memorials, other memorials and foundations which are placed in the Cemetery.

### ***Electronic Memorials***

2. The Cemetery shall make electronic memorials available to Owners. The Cemetery re-serves the right, at its sole discretion, to change providers of electronic memorials as it deems necessary and desirable from time to time.

### ***Specifications for Grave Memorials***

3. The specifications for memorials and foundations prescribed by the Cemetery are available in the office of the Cemetery. All memorials and foundations placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. Certain portions of the Cemetery have been restricted to designated types of memorials. Information concerning these memorials, restrictions, or other embellishments is available.

4. Grave memorials are not required by the Cemetery.

5. Only one memorial may be placed on any one grave, except with the expressed written permission of an authorized representative of the Cemetery.

6. Memorials will be placed on the undisturbed portion of the grave. Memorials may be placed on other areas of the grave only with special arrangements with the Cemetery management.

7. Memorials for the grave sites may be made of stone or wood. Memorials may be engraved or painted – using non-toxic paint or stain - with the name and dates of birth and death of the deceased. The stone used for memorials should be similar in color and nature to the rocks indigenous to this area of Virginia. Pressure treated wood shall not be used. Only non-toxic paints and stains may be used.

8. Memorials and their foundation, if any, for human remains shall be no more than eighteen (18) inches deep.

9. Memorials, if any, for human remains must be installed only on the grave or Lot(s) owned by the deceased or their family.

10. The name and inscription on each memorial must correspond with the legal name of the deceased interred in that grave or only memorialized on that grave in cases where there is no interment. (See section 23 Cenotaphs.)

11. In Meadow areas, memorials must be placed flush to the natural grade. In Woodland areas, memorials may be installed up to two inches above the natural grade.

12. The type, material and style of memorials will be subject to the specific requirement of each

Cemetery Lot:

a. **For single graves**, the exposed surface area of the flush memorial shall not exceed 250 square inches. The maximum dimension of a flush memorial shall not exceed 25 inches. The maximum thickness of the memorial shall be 12 inches.

b. **For family Lots**, individual grave memorials are encouraged. However, the exposed surface area of one flush memorial placed to mark two or more contiguous graves shall not exceed 400 square inches. The maximum dimension of such a flush memorial shall not exceed 30 inches. The maximum thickness of the memorial shall be 12 inches.

c. **For a Family Burial Estates**, larger memorials or memorials may be approved by the Cemetery. Such memorials are still required to be flush with the ground.

d. **For designated cremation graves** (24" x 24"), the exposed surface area of the flush memorial shall not exceed 100 square inches. The maximum dimension of a flush memorial shall not exceed 12 inches. The maximum thickness shall be 6 inches.

### ***Prior Payment***

13. All Cemetery charges and fees for Interment Rights, memorials, markers, endowment or perpetual care, memorial installation inspection fee and other applicable charges and fees must be paid in full before any memorial or foundation may be placed on any Lot within the Cemetery. Any memorial which is placed prior to full payment of all such charges may be removed by the Cemetery, at the Owner's expense, if full payment is not made within ten days of demand thereof.

### ***Installation***

14. No memorial or marker shall be placed in or removed from the Cemetery without the prior written authorization of the Cemetery, and of both the Owner of the particular Lot and the deceased's next-of-kin, or their respective authorized representative(s), except if and to the extent necessary for purposes of routine maintenance and landscaping.

In the event a memorial, foundation or other object is placed or constructed in the Cemetery without the prior 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 any unauthorized memorial or other object.

The Cemetery reserves the right to specify the date and time for any installation of a memorial by a contractor.

### ***Inspection***

15. There shall be submitted to the Cemetery for approval a drawing, sketch or other adequate description of each memorial or foundation specifying material, size, inscription, and name of the manufacturer prior to receiving authorization to place any memorial or foundation within the Cemetery.

If any memorial, structure, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by the Cemetery upon inspection to be offensive or improper, the Cemetery reserves and shall have the right to (a) refuse to authorize the placement of such memorial or object; or

(b) if already in place, the Cemetery shall have the right, at the Owner's expense, to remove, change or correct any such offensive or improper memorial, object or inscription.

The Cemetery reserves and shall have the right to inspect the completed installation of any memorial or foundation performed by contractor(s) and determine that the installation was performed completely and in accordance with the Cemetery's specifications and installation requirements. If the Cemetery determines that the installation was not completed or properly performed, it shall notify the contractor and require that any deviations from the specifications and installation requirements of the Cemetery be expeditiously corrected. If any deviation is not immediately corrected, the Cemetery may make such corrections and charge the Owner for such remedial work. If it is not possible or practical to correct the deviation, the Cemetery may, in its discretion, remove the installation.

### ***Stop Work***

16. The Cemetery reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations 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 the Cemetery's specifications and installation requirements.

Any contractor who willfully violates the Rules and Regulations, specifications or installation requirements of the Cemetery may be prohibited from performing any further or future work in the Cemetery.

### ***Repair, Replacement or Correction***

17. The Cemetery will not repair or maintain grave memorials and is not responsible for wear and tear, damage, deterioration or weathering. Should any memorial become unsightly, dilapidated or a nuisance, the Cemetery shall have the right, at its option, to repair, remove, or replace the memorial. The cost of any repair, removal or replacement shall be paid by the Owner of the Interment Rights.

The Cemetery's obligation in the event of defective workmanship or defective materials, furnished or performed by the Cemetery, in connection with memorials or foundations, or the installation thereof, shall be limited to repair, replacement, or correction of such materials or installation.

### ***Responsibility for Third Party Work***

18. The Cemetery shall not be responsible for any defects in material or workmanship, errors or omissions relating to memorials or foundations purchased from and/or installed by persons or entities other than the Cemetery.

### ***Plantings as Memorials***

19. Plantings in memory of the deceased may be available for purchase from the Cemetery. Records of memorial plants by whom, for whom, and when given—will be maintained by the Cemetery and available in the Cemetery office.

All plantings shall be native to Mountain and/or Piedmont regions of Virginia and appropriate to the micro-climate of the Cemetery and be done by the Cemetery and its employees or subcontractors. Placement will be according to the approved Cemetery's landscape plan which is designed to enhance the natural environment and habitat and to further the purpose of the long term restoration of the land.

The Cemetery shall have the sole discretion as to all matters regarding landscaping and plantings, including landscaping plan and care, pruning, revegetation of graves, and removal of vegetation. Any unauthorized plantings will be removed.

### ***Floral Displays***

20. No more than two floral displays from a funeral are permitted to be left behind after the interment service at the Cemetery. The Cemetery reserves the right to remove all flowers, wreaths, or other natural decorations without notice as soon as they become unsightly.

### ***Unauthorized Objects***

21. Plastic or artificial flowers or arrangements, vases, firearms, flags, photographs, or manufactured items shall not to be placed upon the grave sites or the Cemetery property. These items are not compatible with or further the purpose of the Cemetery's natural burial ground objectives. Such items, if left upon a grave, will be removed at will by the Cemetery, without liability. US flags may be placed on graves no more than 7 days before or left on graves 7 days after the Memorial Day, Veterans Day and Independence Day holidays.

### ***Ossuaries***

22. Remains placed in an ossuary are not retrievable. A disclosure statement of this understanding must be signed by the next of kin before placement. Individual memorialization, if made, will be on a common memorial placed by the Cemetery.

### ***Cenotaphs***

23. Before cenotaph memorials are installed a copy of the death certificate or cremation certificate for the individual being memorialized must be given to the Cemetery for its permanent records.



## **XI. CONTRACTOR REQUIREMENTS**

### ***Indemnification Agreement***

1. Prior to performing any work within the Cemetery, contractors must execute and deliver to the Cemetery an Indemnification Agreement in the form prepared by the Cemetery which is available from the Cemetery.

### ***Insurance***

2. Prior to performing any work within the Cemetery, contractors shall obtain and furnish to the Cemetery satisfactory evidence of the following:

- a. Workers' Compensation insurance.
- b. Automobile liability insurance covering owned, non-owned, borrowed and hired vehicles, in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage (Combined Single Limit Coverage)
- c. Comprehensive general liability insurance covering premises operation, contractual liability, products, and completed operations in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage (Combined Single Limit Coverage).
- d. A Cemetery Compliance Bond in the amount of at least \$1,000 guaranteeing that work performed by contractor is in accordance with the Cemetery's specifications and its Rules and Regulations.
- e. Employer's liability insurance in the amount of \$1,000,000. Such insurance policies shall name the Cemetery as an additional insured and provide that the Cemetery shall be notified thirty (30) days in advance of any cancellations or material changes of said insurance coverage or bond.

### ***Waivers***

3. The Cemetery may waive any or all of the foregoing insurance and bonding requirements upon proof, to the satisfaction of the Cemetery, of the contractor's financial responsibility.

### ***Work Requirements***

4. No vehicles will be allowed on The Cemetery sections.
5. Any damage to The Cemetery sections or memorials, to include tracking wheel marks will be corrected on the spot by the person causing the damage.
6. When the Cemetery is to install a memorial, an installation fee must be paid before the memorial is set.
7. The foundation dug for the memorial will be the size of the memorial and not larger.
8. All natural planting, dirt and other debris will be removed from the grave site upon completion of the installation. If requested by The Cemetery management, the natural planted material will be turned over to the Superintendent of The Cemetery for replanting. The area around and near the setting of a memorial will be in a neat appearance upon completion of its setting.
9. In the event the opening of a grave space and setting of a memorial are so close that one must wait, then the grave opening holds priority over the setting of the memorial, even though prior notice was given. The decision of The Cemetery General Manager/Superintendent shall be final in this matter. If a memorial setting must be stopped due to a funeral service, then motor or electrical vehicles used for the setting will be removed from the sight of the funeral.

10. The Cemetery Superintendent or designated Cemetery employee will decide if weather conditions have caused the ground to be too wet for a proper memorial setting or for travel to the site of the memorial placement.

11. All memorials set will be in accordance with the development guidelines of each section. The Cemetery will not be responsible for memorials that are rejected for installation, because they did not meet the required specifications.

## **XII. PERPETUAL CARE**

### ***Cemetery Responsibility***

1. It is the responsibility of the Cemetery to provide for Perpetual Care as defined in Section III of these Rules and Regulations.

### ***Perpetual Care Fund***

2. A portion of the purchase price of all Interment Rights sold and to be sold in the Cemetery shall be deposited into the Perpetual Care Fund. Amounts held in trust shall be invested in accordance with the laws of the Commonwealth of Virginia.

3. Expenditures for perpetual care shall be limited to the income received from the investment of the Perpetual Care Fund, anything herein stated to the contrary notwithstanding. The income from the Perpetual Care Fund shall be expended by the Cemetery in such manner as will, in its judgment, be most advantageous to the Cemetery and the Owners as a whole and in accordance with the purpose and provisions of the state laws governing the expenditure of such funds. The Cemetery may, but is not required to, expend such amounts of its general funds as it sees fit to ensure that the proper care and maintenance of the Cemetery.

### ***Advisors***

4. The Cemetery has full power and authority to appoint advisors, or an advisory or investment committee, or investment counsel to determine the most appropriate and advantageous investments to be made for the Cemetery.

The Cemetery also has full power and authority to appoint advisors, or an advisory or investment committee, or investment counsel to determine upon what property, for what purpose and in what manner, the income from the Perpetual Care Fund shall be expended, and it shall expend said income in such manner as, in its sole judgment, it may deem advisable for the care, construction, reconstruction, restoration, repair and maintenance of all or any portion of the Cemetery grounds and buildings thereon, and it may also expend, if necessary and permitted by law, a portion of the income for attorneys' fees and other costs necessary to the preservation of the legal rights of the Cemetery.

### ***Performing Work***

5. All work performed within the Cemetery for Perpetual Care shall be performed by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise expressly granted, in writing, by the Cemetery for an outside contractor or volunteers to provide services to the Cemetery.

## **XIII. HOURS OF OPERATIONS**

### **REGULAR OPERATING HOURS**

**GROUNDS**  
OPEN DAILY FROM DAWN UNTIL DUSK

**IN PERSON INQUIRIES**  
BY APPOINTMENT

**QUESTIONS & INQUIRIES**  
**BY PHONE**  
MONDAY – FRIDAY  
9:00 AM – 3:00 PM

### **INTERMENTS SCHEDULED**

MONDAY – FRIDAY  
10:00 AM to 2:00 PM.

SATURDAY & SUNDAYS  
BY SPECIAL ARRANGEMENT

**HOLIDAYS – CLOSED**  
(Except for Emergencies)

New Year's Day

Easter Sunday

Independence Day

Labor Day

Thanksgiving Day

Christmas Day  
(No Interments May be Scheduled on Christmas Day)