



Rights and Obligation of Plot Owners

[Owner: Cemeteries Administrative Operations Manager]

7-A The Management reserves the right to specify the terms of purchase of all interment rights in plots, crypts, etc.

7-B All rights of interment and all proprietary rights to improvements on the burial plot shall be presumed to reside in the party or parties named in the title or their legal heirs; these rights and all other rights which may be alleged as related to the burial place shall be subject to all conditions, regulations, and restrictions set forth in the title and in these Rules and Regulations.

7-C The use of plot, crypt, etc., is for the interment of human remains only.

7-D Plot owners shall not permit interments to be made in their plot or plots for a remuneration.

7-E Should the purchaser of a burial place, his heirs, and assigns fail to carry out the terms of the purchase agreement, the Management may declare said agreement cancelled and all rights of the purchaser, his heirs, and assigns forfeited as well as to all payments made after first having given fifteen (15) days written notice by deposit of a letter in the United States Post Office with postage thereon duly prepaid to the person or persons making the purchase at the address stated on the Cemetery records. In the event of such failures or default and an interment has been made in said burial place the Management is empowered to act as duly appointed agent in obtaining any and all necessary interment or health permits for removal and re-interment in another location. As long as the remains are with said Management this agency shall be coupled with an interest and this power shall be irrevocable. Management reserves and shall have the right immediately or at any time thereafter, without further notice and at its discretion to remove all remains from said plot, then reinter in any part of said Cemetery grounds and thereafter all liability or responsibility of Management shall cease. Management shall be under no obligation to locate place of interment or remains.

7-F No interment rights nor contracts for the purchase of interment rights can be sold, assigned, transferred, pledged or hypothecated without the written approval of the Management. This provision applies to all sales, whether made directly by Cemetery, by its agents, or by plot owners.

7-G No monument, effigy or structure of any kind shall be erected upon any plot, tomb, coping, or mausoleum, nor shall any inscriptions be placed upon any plot, tomb, coping, or mausoleum without the consent of Management and, should any such monument, effigy, or structure or any inscription be placed upon said plot, tomb, coping, or mausoleum, then the Management shall have, at its discretion, the right to remove same and bill the offender for costs incurred thereby.

7-H No tomb, mausoleum, coping, monument, or marker shall be erected on any plot or lots other than by the Cemetery or a memorial contractor approved by Management.

7-I The plot shall not be used for any purpose other than a place of burial for the human dead; and no trees, shrubs, etc., may be planted within the plot or adjacent thereto without the written permission of the Management.

7-J If any trees or shrubs, etc., are planted on any plot by the owner or his heirs without written permission of the Management, then said Management shall have the right to enter upon said plot and remove such trees, shrubs, etc., at its discretion.

7-K It is the duty and responsibility of the plot owner to maintain its plot and memorial. In the event of default, the Management reserves and shall have the right at the expense of plot owner and as a charge against said plot to remove all grass and over-growth including trees, shrubs, etc., from the lot as often as is necessary, charging the prevailing rate for such service. In the event of default for maintenance to memorials, Management will have the right at the expense of plot owner and as a charge against said plot to repair or remove any memorial which has become dangerous or dilapidated or any other object of embellishment that has become unsightly or dangerous. Prior to undertaking or causing to be executed any such work, Management shall notify plot owner or his recorded assign or successor in title, in writing, by letter directed and mailed to his last known address not less than fifteen (15) days prior to causing the work to be performed. The Management reserves and shall have the right to refuse to permit further interments in the plot until all monies due the Cemetery for such services shall have been paid by plot owner.

7-L It is understood, however, that should any work hereinabove referred to be necessary as a result of Acts of God, common enemy, thieves, vandals, strikers, malicious mischief-makers, explosions, unavoidable accidents, invasions, insurrection, war, riot, the elements, or other conditions or circumstances which render immediate work necessary in order to protect the public and/or adjacent property or in the event municipal, health, or police authorities have ordered such work, then and in those events, it shall not be necessary to advise purchaser or his assign or successor in title, and in all events plot owner shall be responsible for all work done or damage sustained.

7-M Description of plots will be in accordance with the Cemetery plats which are kept on file in the Cemetery and Director's offices.

7-N No cremation benches or other cremation niche options can be added to the cemetery or plot locations without express written consent of Management.