

**GENERAL RULES AND REGULATIONS OF
ELMWIER CEMETERY ASSOCIATION, INC.
MOUNT ZION CEMETERY
DEFINITIONS**

As used in these Rules and Regulations the following terms shall have the meaning hereinafter, defined, unless a contrary intention appears from the context of any particular Rule and Regulation:

- (a) "Association" or "Cemetery Association" shall mean Elmwier Cemetery Association, Inc., a cemetery association incorporated under the Laws of the State of New York.
- (b) "Cemetery" shall mean Mount Zion Cemetery, situated in Maspeth, Borough and County of Queens, New York, including all lands, buildings, structures and improvements thereon, and other properties belonging to the Association.
- (c) "Management" shall mean the person or persons who are responsible for the operation, maintenance and control of the Cemetery, and who are regularly engaged in the administration and management of its affairs.
- (d) The terms "Lot" and "Plot" are used interchangeably and shall mean any area of two or more graves, as shown on the map of the Cemetery on file in the office of the Cemetery, and so designated in the deed of conveyance with respect thereto, and shall apply with like effect to one or more adjoining plots held together in the same ownership and to family circles or organizations.
- (e) "Grave" shall mean a single grave as shown on the map of the Cemetery on file in the office of the Cemetery.
- (f) "Single Grave Layout" (SGL) shall mean family plots that have been separated (divided) for use as single graves.
- (g) "Crypt" shall mean a space used or intended to be used above or below the surface of the ground in a mausoleum, for entombment or inurnment purposes.
- (h) "Niche" shall mean a space used or intended to be used for inurnment purposes only.
- (i) "Monument" or "Memorial" shall include any grave marker, family monument, footstone, headstone, mausoleum or crypt or niche facing.
- (j) "Interment" or "Burial" shall mean the placement of the remains of a human being either in the earth or by entombment or inurnment. "Care" "Annual Care" and "Seasonal Care" are used interchangeably and shall mean the mowing of grass on graves or lots at periodic intervals, trimming of plants, and pruning of shrubs in the spring and fall and the removal of debris. More detailed rules pertaining to the care of graves and lots are set forth below in Rules 30 to 58.
- (k) "Entombment" shall mean the placement of the remains of a human being in a crypt or niche, whether above or below the surface of the ground.
- (l) "Inurnment" shall mean the placement of the ashes of a human being either in the earth or in a crypt or niche, whether above or below the surface of the ground.
- (m) "Care", "annual care" and "seasonal care" are used interchangeably and shall mean the mowing of grass on graves or lots at periodic intervals, trimming of plants, pruning of shrubs in the Spring and the Fall and the removal of the debris. More detailed rules pertaining to the care of graves and lots are set forth below in Rules 32-39
- (n) "Endowed Care" shall mean the care of a lot or grave out of the income derived from a trust fund created by a grave or lot owner, or any other person in accordance with the Laws of the State of New York.

GENERAL RULES AND REGULATIONS

1. All lots, graves and mausoleums in the Cemetery shall be owned and held subject to the Laws of the State of New York and Rules and Regulations of the Association now in force or hereafter adopted, whether or not the same appear in the Rules and Regulations annexed to the deeds to such graves, lots, crypts or mausoleums.
- 1A. No more than four (4) single graves may be purchased in the name of one person.
2. The Cemetery grounds will be open to visitors on weekdays and Sundays from 8:30 A.M. to 4:00 P.M. The Cemetery office will be open from 8:30 A.M. to 3:30 P.M. on Sundays and from 8:30 A.M. to 4:00 P.M. on weekdays. The Cemetery shall be closed on Saturdays, Jewish and Legal and Union Holidays. No interment, disinterment or unveiling shall take place before 9:00 A.M. or after 3:30 P.M. In the event a funeral shall arrive after 3:30 P.M. on weekdays, a charge for such late arrival shall be imposed. Overtime charges shall be imposed for all funerals arriving after 12:00 P.M. on Sundays. Any funeral on the Cemetery grounds after 12:00 P.M. on Sunday shall be charged additionally at the approved overtime rate for each ½ hour or part thereof until the procession leaves the Cemetery. No vehicle except funeral corteges will be permitted to enter Cemetery grounds on Sundays and Holidays.
3. Interment shall be limited to the remains of persons who at the time of their death were of the Jewish faith. In the event written objection by affidavit or affirmation form to an interment is raised by a plot owner or other interested party on the grounds that the deceased was not a member of the Jewish faith at the time of his or her death and which objection has merit in the opinion of the Cemetery, management shall have the right to refuse interment until sufficient proof to the contrary is received.
4. All persons entering the Cemetery for whatever reason must display proper respect for the deceased and for the sacred burial grounds in which they are interred. Management and the employees of the Association may take such measures as the circumstances warrant in order to assure a strict observance of this basic principle, in addition, the following must be adhered to:
 - (a) Persons with foodstuff, liquor or any other form of refreshments will not be permitted on the Cemetery grounds, and those having baskets and like articles must, during their stay on the grounds, leave the same at the main Administration Office.
 - (b) Rapid driving or driving upon paths or borders is strictly forbidden. Drivers may not turn around or back up in the roadways, except in places provided for such purpose. Vehicles may not block driveways, restroom areas or be parked on roadways where passage of another vehicle would not be possible.
 - (c) Soliciting work in the Cemetery by gardeners, monument firms, outside contractors, or any other person is prohibited.
 - (d) All work and other activity must cease during the conducting of funeral services in the vicinity.
 - (e) Visitors may not throw or scatter papers or other material on the Cemetery grounds.
 - (f) The taking of photographs on the Cemetery grounds will not be allowed without a permit from the Cemetery office.
 - (g) Children under the age of fourteen years must be accompanied by an adult on the Cemetery grounds.
 - (h) Animals may not be brought into the Cemetery, excepting 'seeing eye' dogs.
 - (i) All persons are prohibited from climbing over and from leaping or crossing over enclosures whether belonging to the Cemetery or other lot owners.
 - (j) No signs of any kind will be permitted on lots, plots or mausoleums. No advertisements in any form will be permitted on any work in the Cemetery, and the Cemetery reserves the right to remove and destroy any such signs or advertisements without notice or liability.
 - (k) It is the responsibility of the grave/lot owner to advise the Cemetery of change of address.
5. The owner of each lot shall keep the improvements thereon in repair at his own expense.
 - (a) In the event trees or shrubs situated on any grave or lot shall by reason of their roots, branches or otherwise, become detrimental to adjacent lots, graves or paths, or become unsightly or inconvenient and hazardous to visitors or employees of the Association, or if any monument, footstone or mausoleum, or any other construction situated on a grave or lot has fallen, is in damaged condition, unsightly or in such need of repair as to cause a hazard or possible injury or danger to passengers, pedestrians or employees of the Association, the Association shall, upon notice as hereinafter provided, have the right to enter upon said grave or lot and to remove, repair or otherwise remedy the condition.
 - (b) In the event a grave or lot which is not under seasonal or Endowed Care shall become overgrown, unsightly or detrimental and hazardous to adjacent graves, lots, avenues or paths, the Cemetery Association may at any time, upon notice as hereinafter provided, enter thereon in order to maintain the same, clear off the grass, weeds, overgrown ivy, shrubs or other plants and thereafter dispose of the same.
 - (c) In the event any walks or paths situated in a Society or organizational area shall become hazardous or in need of repair, or if any improvements located in such area shall be in a state of disrepair or in an unsightly condition or if any of the conditions set forth in paragraphs 5(a) and 5(b) herein exist in such area, the Association may require such organization to rectify such condition following written notice to it as hereinafter provided. In the event such organization shall fail so to act, the Cemetery Association may proceed to remedy such defective condition without further notice.
 - (d) Prior to invoking the Rules set forth in paragraphs 5(a), 5(b), and 5(c), herein, the Association shall give thirty (30) days notice, by certified mail, to the last known owner at his or its last known address to rectify any of the conditions referred to therein. In the event the said owner does not comply with such notice, the Association may proceed without further notice as provided in said Rules.
6. All persons within the Cemetery grounds shall use only the avenues, roads, walks and paths and shall have the right of access over the paths and walks in the area in which the grave or lot they are visiting is located, and the Cemetery Association shall not be liable for any injuries sustained by any persons violating this rule.

7. The Association shall not be liable for damage or injury to any person or property in the Cemetery, except for its own willful misconduct or gross negligence. Persons entering the Cemetery grounds, or acquiring lots or graves therein, are mere licensees and assume all risks.
8. The Association shall not be liable for damage to or destruction of any structure, including but not limited to granite or concrete work on any lot, grave or crypt from causes beyond its reasonable control, including but not limited to the elements (wind, tornadoes, hail, snow, frost, etc.), Acts of God, the common enemy, thieves, vandals, strikes, lockouts, malicious mischief, explosions, war, riots, or by orders of any military or civil authority. In the event of any such damage or destructions, the Association may at any time thereafter, give twenty (20) days written notice of the necessity for the replacement, repair, resetting or reconstruction thereof to the owner of the lot, grave or crypt as shown upon its records, by depositing the same in the United States mail addressed to such owner at his address appearing on its books. In the event such owner fails to replace, repair, reset, or reconstruct the same within the period specified in said notice, the Association may at its discretion enter the said lot, grave, or crypt, cause the same to be repaired, reset or reconstructed, in conformance with the New York State Not-for-Profit Corporation Law, but nothing herein contained shall obligate the Association to render any such service.
9. Labor and equipment for interments, disinterments and entombments, and excavations for monuments, and the construction of foundations, walks and curbs, shall be performed by the Association, at the expense of the grave, lot or crypt owner, who shall pay the same in advance. In certain instances, at the discretion of Management, the Association reserves the right to hire or require the services of an outside contractor where Cemetery labor is unable to adequately perform the required service.
10. The Association shall make the final determination as to the grading of a grave or lot and all construction erected thereon shall be in conformity therewith.
11. For the purpose of performing work on any lot, grave, or other part of the Cemetery, including the making of interments, disinterments, excavations for any other purpose, or for repairs or improvements, the Association reserves the right temporarily to enter upon and use adjoining areas, including lots or graves, to receive such machinery and materials as may be necessary to perform all the work in connection therewith and shall restore such area as quickly as possible.
12. (a) No entrance sills or enclosures of any kind, including, without limitation, hedges, shrubs, posts, bars, copings, chains and rails shall be permitted on private plots.
(b) The entrance to every lot must at all times remain unobstructed.
(c) If, in order to open a grave or to make an interment or disinterment, the Association at any time deems it necessary to remove existing portions of hedges, shrubs, posts, bars, copings, corner markers, entrance sill, enclosures or parts of enclosures, it may remove and dispose of the same without any liability and without responsibility for the replacement or cost of replacement thereof, provided the Association first gives notice, by registered or certified mail, not less than thirty (30) days after any such removal, to the last known owner at his or her last known address, that the same may be reinstalled at the discretion of management upon payment by the lot owner to the Association of the cost of such installation. In the event the lot owner fails to pay such cost within said thirty (30) day period, the Association may thereafter dispose of the hedges, shrubs, posts, bars, copings, corner markers, entrance sills, enclosures or parts of enclosures so removed without liability. The Association shall also have the right to refuse to replace an entrance sill or other enclosure so removed in the event Management is of the opinion that such replacement would interfere with the subsequent erection of a monument or footstone over the grave of the decedent.
(d) Once hedges, shrubs, posts, bars, corner markers, entrance sills, enclosures or parts of enclosures have been removed and disposed of in accordance with Rule 11(c), the same may not be reinstalled. Benches may be reset on a vacant grave. At time of last interment, bench must be removed.
13. The Association reserves the right to change the boundaries or grading of the Cemetery, including the right to modify, relocate, regrade or eliminate roads, drives and/or walks. In conformance with the New York State Not-for-Profit Corporation Law. It also reserves for itself and any authorized persons or contractors, easements and rights of way under, through and over the Cemetery grounds and any and every part thereof for the purpose of setting and inscribing monuments, laying, maintaining and operating or altering or changing pipes, lines, conduits, gutters and/or drains for sprinkling systems, drainage, electric or communication lines, or for any other purpose.
14. No interment will be permitted in any path, walk or road, whether shown on the maps of the Association or actually in existence.
15. All charges of the Association must be prepaid. No interment or disinterment will be permitted and no monument, memorial or embellishment placed upon any lot, grave, crypt or niche against which there is a charge permitted by the appropriate statute of the State of New York. All charges for regularly performed services shall be posted in the office of the Association and shall be final. The Association shall have the right to change its charges from time to time in accordance with the laws of the State of New York.
16. Violators of the Rules and Regulations of the Association, or trespassers on the Cemetery grounds may be ejected therefrom and prosecuted and held liable under the law for any damage done by them. Anyone who persistently violates said Rules and Regulations may be excluded from the Cemetery and assessed such penalties as may be prescribed by the Board of Directors of the Association in accordance with the Law of the State of New York.

OWNERSHIP

17. Purchase of lots and graves (right of interment) must be paid in full prior to interment being made. No person will be recognized as the owner or co-owner of any grave, lot or mausoleum, or any part thereof unless his or her name is validly recorded on the records of the Association. Following the death of a lot owner or owner of single graves, or the purchaser under an agreement of purchase thereof, no interments or use of the lot or remaining graves may be made until an affidavit of heirship and a verified true copy of the last will and testament of the decedent, if any, are filed in the office of the Cemetery Association, and proper filing fee paid. Specimen forms of such affidavit may be obtained at the Cemetery office.
18. The Association shall be entitled to rely and act upon the truth of the statements contained in any affidavit, permit, authorization, deed assignment, reservations of interment space, and any and all other instruments affecting the ownership, possession, care, control and maintenance of any grave, lot or part thereof.
19. The Association shall be entitled to collect such fee as it may regularly charge for the filing and recordation of any instrument pertaining to a grave or lot, and shall have the right to refuse to accept any such instrument for recordation until such charge has been paid.
20. The owner of any grave, lot, crypt or niche shall not permit interments to be made therein for remuneration.
21. The Association reserves the right to correct any error that it may make in the locating and placing of monuments, or in a contract or deed pertaining to the sale or conveyance of interment space. In the event of any error made in the contract or deed, or interment, the Association may correct the same, or in its discretion substitute another grave, lot, crypt or niche of equal value and similar location, or cancel the same and refund any moneys previously paid.
22. No title to a lot, crypt, niche, mausoleum, or grave, or any part thereof, shall be deemed valid in the purchaser until the full amount of the purchase money shall have been paid, together with interest, if any, and the Cemetery shall have the right to subdivide any such unpaid lot or part thereof in which no interment has been made to sell the remaining portion.
23. All transfers or assignments of any lot, crypt, niche or grave, or any part thereof, shall be made in accordance with the Rules and Regulations of the Association as herein stated or as may hereafter be amended and also in accordance with the Laws of the State of New York.

INTERMENTS

24. No interment shall take place without burial authorization/permit signed by the person or persons authorized by law and/or by the grave, lot, crypt, niche, or mausoleum owner or owners. The same shall designate the location of the grave to be used and shall be filed in the office of the Association. The Association shall be entitled to rely on the accuracy of the information set forth in such permit, and shall not be liable for any error therein contained, or as to the identity of the person whose remains are to be interred. Statement to be signed that decedent was of the Jewish Faith. Body must be interred in a coffin/casket.
25. Orders for interment may, at the option of the Association, be received by telephone. The Association shall not be responsible for any error that may be made in accepting a telephoned interment order.
26. Orders for interment must be received prior to 9:00 A.M. the day the interment is to be made, and the following information furnished:
(a) name of the deceased; (b) grave, line, lot, section and block number; (c) name of owner of interment space; (d) name of undertaker; (e) exact size of burial container; (f) date of interment and time of arrival at Cemetery; (g) name and address of the next of kin.
27. In all cases of burial, the Management must receive reasonable notice prior to the arrival of the funeral cortege at the Cemetery, sufficient to enable the Cemetery to make proper preparation therefor.
28. All funerals upon reaching the Cemetery shall be under the supervision of the Management. The Association shall have the right to refuse to proceed with the interment unless the funeral is accompanied by a duly licensed funeral director. Before the interment may proceed, such funeral director must register at the Cemetery office and deliver all necessary permits and authorizations. If a family wishes to carry the casket/coffin, a hold harmless affidavit must be signed by all persons carrying the casket/coffin. The persons carrying must include their address next to their signature on the affidavit. A minimum of (4) persons is required to carry the casket/coffin. Those persons carrying must be a minimum of 18 years of age.

29. Lot owners shall pay the approved established charge for opening and closing graves or crypts, and all such graves and crypts shall be opened and closed by the Cemetery. In certain instances, at the discretion of Management, the Association reserves the right to hire or require the services of an outside contractor where Cemetery labor is unable to adequately perform the required service.
30. The outer width of a burial container may not exceed twenty-two (22) inches in any grave measuring thirty (30) inches in width, and if the same is larger, two graves must be utilized. If the grave is other than thirty (30) inches in width, the burial container must be at least six (6) inches smaller than the width of the grave. In no event shall the length of a burial container exceed seventy-nine (79) inches. This rule will be strictly enforced. IMPORTANT: Management shall have the right to make the final determination as to the maximum width and length of any burial container, based on the size of the grave, as delineated on maps on file in the office of the Association.
31. The Association shall not be liable for any delay in interment where its rules and regulations have not been complied with, or where unforeseen underground obstructions may be encountered, or where a protest has been made, or circumstances beyond the Cemetery's control.

CARE

32. The term "care", "annual care" and "seasonal care" are used interchangeably and shall mean the mowing of grass on graves or lots at periodic intervals, trimming of plants, the pruning of shrubs in the Spring and Fall and the removal of debris. This service may be renewed and prepaid annually in accordance with the charges posted and in force for that year. Such payment shall not include the replacement of any shrubs, flowers, or plants, the sodding or re-sodding of any grave or lot.
33. The Cemetery may at any time enter upon lots to keep the same neat, clear off the grass and weeds and dispose of same, but nothing herein contained shall obligate the Cemetery to render any such service without compensation therefor.
34. The owner of each lot shall keep in repair, at his or her own expense, the improvements thereon.
35. No beds of stone, concrete, metal, fencing or plastic may be used to encircle graves or plots. No shells, stones, pebbles, or decorations/ornaments etc. may be used to decorate graves or plots. No lanterns, vases or other receptacles may be placed on monuments or gravesites. No receptacles or containers of any type may be epoxied or affixed by other method to the monument. These receptacles are capable of accumulating water which is in violation of a directive issued by the City of New York, Department of Health and Mental Hygiene. The burning of candles is prohibited. No candles may be housed in receptacles or containers. Only grass or approved plants may be used. A grave or lot owner may arrange with the Cemetery office for the planting and cultivating of trees, shrubs and plants on the grave or lot by the Association when provision is made for seasonal care thereof. No trees, flowering shrubs, flowering plants etc. will be permitted. Live and artificial flowers are not permitted and will be removed by the cemetery without notification to the family.
36. The Association shall have the right to refuse planting orders, which Management deems may be detrimental to the interests of other plots and grave owners or to the Cemetery Association.
37. Care of individual graves in a private plot will be permitted, and the care of a single grave under a double monument may be required, at the discretion of the Cemetery.
38. Whenever a family monument is erected to cover one or more lots, the entire area represented when placed under care will be considered as one plot.
39. Planted enclosures, where they exist, must be placed under care and must be trimmed to approximately eighteen (18) inches above grade. Upon the lot owner's failure to do so, the Association may trim or remove such enclosure after giving him thirty (30) days written notice sent to his address of record.
40. (a) Lot owners may plant such shrubs and plants as the Association shall approve, after first being provided with a certificate from the grower that the same are free of disease.
(b) All shrubs must be slow growing, and must be properly maintained by the grave or lot owners.
(c) All faded floral designs, dead flowers and broken and faded flags and any containers for same may be removed by the Association without any liability attaching thereto. However, the Association shall be under no obligation to render such services without compensation.
(d) A lot owner may not plant, or order the planting of hedges, trees or any plants to form borders around a lot. Planting in a continuous row to subdivide or separate graves within a lot will not be permitted.
(e) Care of a grave or lot will be accepted by the Association for the first year following any planting which is not performed by the Association, but will not be responsible for the plants.
(f) Nothing hereinabove contained shall be deemed to prohibit care of a grave or lot by the owner or his duly authorized representatives. All rubbish made by such owners, gardeners or other representatives must be removed by them to such places of deposit as may be provided for this purpose immediately after completion of their work and before leaving the Cemetery. In the event this Rule is not strictly complied with the Association may, upon the giving of five (5) days written notice by regular or certified mail to the owner at his last known address, remove such rubbish at the expense of the owner.
(g) Management shall have the right to limit or restrict the planting of any grave or lot in any area of the Cemetery. Management may, without notice or liability, remove and dispose of any plants or shrubs which may have been planted by a lot or grave owner or his agent, in such areas where planting has been limited or restricted.

OUTSIDE CONTRACTORS

41. All outside contractors performing work on the Cemetery grounds shall present and file at the Cemetery office a surety bond from a responsible insurance company authorized to do business in the State of New York in the amount of \$5,000 (or greater depending upon the size of the job and amount/type of work to be done), guaranteeing to indemnify the Association or a grave or lot owner for any damage caused to any lot or grave or crypt or to the property of the Association.
42. In addition to the foregoing, all outside contractors shall file adequate certificates issued by responsible insurance companies authorized to transact business in the State of New York, evidencing adequate coverage for public liability and property damage and Workmen's Compensation.
43. All work performed by outside contractors shall be supervised by the Association, and a reasonable supervision fee shall be paid by the said contractors to the Association.
44. No contractor, or other person will be permitted to work in the Cemetery on Saturday, Sunday, Legal, Union or Jewish holidays, or before 9:00 A.M. on weekdays, and all workmen must leave the Cemetery grounds no later than 4:00 P.M. Monument dealers and setters will not be permitted to set or do any monument work after 4:00 P.M. on Monday through Thursday, and after 3:00 P.M. on Friday.
45. All employees of contractors are subject to the supervision of the Association, and any such employee failing to comply with these Rules and Regulations will not be permitted to work in the Cemetery.
46. All gardeners, monument contractors, setters, etc., employed by plot owners to work upon their plots or graves in any capacity must give notice at the Cemetery Office before commencing work, stating the kind and style of work to be done, and filing with the Association a written permit signed by the plot owner for such work, and the same shall first be approved by Management.
47. Mount Zion Cemetery Association, pursuant to state law, provides annual care services on an exclusive basis. Therefore, no owner(s) may contract with any outside party for such annual care services (i.e. care of lawns, trees, shrubs on graves/plots).
48. No materials may be brought or delivered into the Cemetery until a written permit is obtained by the Cemetery Office, and said permit is to be exhibited whenever demanded on the Cemetery grounds by an employee.
49. The Association in no event assumes any liability to anyone by reason of its granting approval to any outside contractor to perform work at the Cemetery. If in the opinion of the Association any work or material furnished shall be improper, it may reject the same, and if the work has already been done or the said material been delivered on the lot, the Association may enter thereon and remove the same therefrom.
50. If in the opinion of the Association, it is necessary to make a survey before a contractor performs work or furnishes material, the Association may make a survey and may fix and collect from the contractor a reasonable charge. All corner stakes must be laid out by the Association and the grade of all lots will be determined by the Association. The contractor shall be governed thereby.
51. No work will be allowed to be left in an improper and unfinished state, and should such occur, the Association may complete or remove same.
52. If in the course of making improvements some degree of obstruction to roads, avenues and paths becomes necessary, prior approval by the Association must be obtained, and the same must be as slight as possible. No unnecessary delay will be permitted after work has been commenced.
53. If heavy material is to be moved, planks must be laid on the paths or grass affected to protect them from damage.

DISINTERMENTS

54. No disinterment will be permitted without the consent of the Association and the written consent of the owner of the lot, grave, crypt or niche, and of all the persons whose consent may be necessary or advisable under the Laws of the State of New York. The Association may, in its sole and absolute discretion, require that in addition to such consents an order of the Court also be obtained.

55. All disinterments must be made by the Association, and all charges in connection therewith, including unpaid arrears pertaining to the grave, lot, crypt, or niche, if any shall be payable in advance before a disinterment shall be permitted.
56. The date of a disinterment shall be set solely by the Association.

ENDOWED CARE

57. Before Endowed Care of any grave, lot, mausoleum, crypt or niche will be accepted by the Association, said grave, lot, mausoleum, crypt or niche shall be inspected by Management and it will be required that each grave, lot, mausoleum, crypt or niche be in a condition acceptable to the Association. If work is required to place the grave, lot, mausoleum, crypt or niche in a condition acceptable to the Association, said work shall be at the expense of the owner and paid for in addition to the amount required for the Endowed Care Trust Fund. If changes are being made to the plot, i.e. change in planting, footstone positions, removal of shrubs, benches, etc., the Cemetery will require the signature of all lot owners.
58. A Cemetery corporation is authorized to accept an approved sum of money (endowed care) for the purpose of investing it and using the income derived therefrom to perpetually care for a specified grave or lot. The extent of care which the Cemetery need give an endowed grave or lot is limited to the income earned on the investment. Should the income from the investment of an endowment become insufficient, the family may add additional funds.
59. The purchases of any lot that borders on or directly faces any roadway in the Cemetery shall be required to purchase said lot with Endowed Care. It shall be understood that the amount required is dependent upon the size of the lot, the type of planting and type of footstone (if any). Cost is the current approved charge at the time the endowment fund is established.
60. The Endowed Care of one or more graves within a family plot will be accepted, at the discretion of the Cemetery.
61. New or replacement bed/ledger with a single headstone will only be permitted with Endowed care as according to statute.
62. Where a double stone has been erected; both graves must be placed under Endowed Care wither or not two interments have been made, if the family desires Endowed Care.
63. New or replacement beds/ledgers with a double headstone will only be permitted with Endowed Care as according to statute. Both graves must be endowed whether or not two interments have been made.
64. Where a triple stone has been erected all three (3) graves must be placed under Endowed Care whether or not tree (3) interments have been made, if the family desires Endowed Care.
65. New or replacement beds/ledgers with a triple headstone will only be permitted with Endowed Care as according to statute. All three graves must be endowed whether or not three interments have been made.
66. No plans for the construction of a mausoleum or sarcophagus will be approved until a sum sufficient to provide Endowed Care of both the building and surrounding lot(s) has been deposited in the Endowed Care Fund of the Association. It shall be understood that the amount necessary for Endowed Care shall be determined by the size and specifications of the building and the size and type of landscaping of the surrounding area.
67. Legal rate of interest from due date will be charged on all bills not paid.
68. It is the duty of each plot owner to notify at once the Association of any change of post office address. Notice sent to a plot owner at the last address on file shall be sufficient and proper legal notification.
69. Before Endowed Care is accepted by the Cemetery Association for a single grave under a double headstone, the accompanying grave is to be endowed.
70. Beds/ledgers and replacements will be permitted only with endowed care.

AMENDMENT AND WAIVER OF RULES AND REGULATIONS

The rules and regulations of the Association may at any time be revised, amended, modified, supplemented or repealed in whole or in part. Management or the Board of Directors of the Association shall have the right to waive all or any part of its rules and regulations in specific instances without affecting their validity of enforceability in other or future instances. The interpretation of these rules and regulations by Management shall be final and not subject to dispute.

The rules contained herein have been approved by the Cemetery Board of the State of New York.
(rev. 1/2018)