

Contract Addendum: Rules and Regulations

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PURPOSE AND DEFINITIONS

TO BE A NATURAL PLACE OF BEAUTY where memory loves to linger, a cemetery must be so designed that each burial space will be a unit which makes for the perfection of the whole.

IT HAS BEEN INVARIABLY HELD that purchasers of such burial spaces acquire *only the right to the intended use of them* and that the Cemetery retains the legal title to the ground itself. Because of this, a transaction is not ended with the final payment by a purchaser of the interment rights in the cemetery property, but a continuing relationship exists between the seller and the purchaser or his successors in interest.

ALL PROPERTY OWNERS AND VISITORS within the Cemetery, and all burial spaces, or parts thereof sold, shall be subject to these **Rules and Regulations** and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted from time to time by the cemetery. The reference to these **Rules and Regulations** in contracts and other documents of the Cool Spring Natural Cemetery, shall have the same force and effect as if set forth in full therein.

As used in these **Rules and Regulations**, the following definitions apply:

- A. The term "**Cemetery**" shall mean Cool Spring Natural Cemetery--which is owned and operated by the Community of Cistercians of the Strict Observance, Inc (dba Holy Cross Abbey)--, and any extension(s).
- B. The term "**Owner**" shall mean the owner of rights of interment in burial spaces.
- C. The term "**Burial Space(s)**" shall mean a space for interment and shall include lot, site, plot, grave, crypt and niche.
- D. The term "**Interment**" shall mean burial of the remains (body or ashes) of a deceased person.
- E. The term "**Memorial**" shall mean any marker or structure upon any burial space placed thereupon, therein, or partially therein for the purpose of identification or in memory of the interred.

ALTERATION OF GRAVESITES PROHIBITED

1. **PLANTING** is prohibited on any burial space unless specific and individual permission has been given by the Cemetery; each instance of planting requires a new approval. Plantings must be from a list of approved species and limited in number, so as to avoid any sense of decoration or landscaping; the simple ambiance of woodland and meadow is to be maintained. (Daffodils and tulips may be permitted, with specific and individual permission, as they are ephemeral, invisible most of the year.) The Cemetery reserves the *unqualified right to remove any and all plantings at its sole discretion*, exception for pre-approved tree plantings, which are only permitted in the Woodland Rest and must be "native species." "Native species," for Cemetery purposes, should always be understood to refer to native *and uncultivated* species that can be found growing in wilderness areas of the northern Shenandoah Valley. No plantings will be cared for or maintained by the Cemetery.

2. **OTHER ALTERATIONS:** No permanent landscaping whatsoever, nor any permanent decoration, adornment, or alteration is permitted at, on, or around the burial site (except engraved memorial stones as regulated below). This is to maintain the natural simplicity of the environment. Additional guidelines follow, always bearing in mind what was just noted:

- a) Decorations for a Funeral/Burial/Memorial service must be removed immediately afterward.

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- b) Loose, cut flowers are generally permitted at any time but may be removed at the Cemetery's sole discretion, usually after a period of one (1) week, and, after initial burial, flowers should be limited to one bouquet on a burial space at a time. Flowers must be loose and vases are NOT permitted. Artificial plants or flowers are not allowed.
 - c) Potted flowers, plants, wreaths or baskets on burial spaces are permitted ONLY on Easter, Mother's Day, Father's Day, All Souls' Day, and Christmas, and the same shall be removed within one (1) week after each holiday. The digging of holes for any purpose whatsoever is strictly prohibited. No boxes, cans, bottles, jars, shells, toys, discarded glassware, sprinkling cans, receptacles, or similar articles will be permitted on any burial space or tree.
 - d) **SPRING & FALL CLEANUP:** In addition, all objects, even those permitted above, may be removed from all burial spaces within the Cemetery to permit special cleanup twice a year, March 1 to March 15 and November 15 to Nov. 21.
 - e) Cemetery reserves unqualified rights to reverse any alteration and to remove any object except engraved memorial stones or pre-approved trees in the Woodland Rest, and may exercise these rights at its sole discretion with or without notice.
3. **MEMORIAL STONES:** A maximum of one memorial stone shall be permitted per interred person, unless otherwise approved by the Cemetery at the time of the sale of the interment right. No memorial stone shall be permanently set. All memorial stones shall be set flush with the ground. All memorial stones shall be in compliance with the Cemetery rules and regulations and placed as prescribed by the Cemetery, to conform to the general plan of the Cemetery. **MEMORIAL STONES ENGRAVED BY OUTSIDE SOURCES:** Memorials may only be made from natural stones purchased from the Cemetery, unless otherwise permitted by the Cemetery Manager. Approval will be given at the Cemetery's sole discretion, for memorial engravings of river stones from a source other than the Cemetery, provided there is compliance with all specifications outlined herein and in any Cemetery policy that may govern memorials purchased from outside sources at the time of purchase. Memorials, whether purchased from the Cemetery or from an outside source, cannot be placed on the site until all applicable fees are paid in full. **LIABILITY:** All memorial stones are the property of the individual owner. Therefore, any damage due to weather; acts of God; vandalism; malicious mischief; or theft, are the responsibility of the owner.

FUNERALS, SERVICES, AND INTERMENTS

4. **LEGAL REQUIREMENTS:** Besides being subject to these *Rules and Regulations*, all interments, disinterments (not normally permitted), and removals may be subject to the laws of the Commonwealth of Virginia and the orders of its properly constituted authorities.
5. **RIGHTS OF OWNERS:** All burial spaces conveyed shall be presumed to be the sole and separate property of the person or persons named as grantee in the instrument of conveyance, provided, however, that the husband or wife shall have a vested right of interment of his or her remains in any burial space conveyed to the other, which right shall continue as long as he or she shall remain the husband or wife of the burial space owner or shall be his or her wife or husband at the time of such burial space owner's demise. No conveyance or other action, without the joinder therein or by written consent attached thereto, shall divest such husband or wife of such vested right of interment, provided, however, that a final decree of divorce between them shall terminate such vested right of interment unless it shall be otherwise provided by such decree of divorce.
- a. In all conveyance to two or more persons as joint tenants, each joint tenant shall have a vested right of interment of his or her remains in the burial space so conveyed. Upon the death of a joint tenant, the title to the burial space theretofore held in joint tenancy immediately vests in the survivor or survivors, subject to the vested right of interment for the remains of the deceased joint tenant owner.
 - b. A vested right of interment as in this rule provided may be waived and shall be terminated upon the interment elsewhere of the remains of a person entitled thereto.
6. **PREPARATION AND INTERMENT OF REMAINS:** The Cemetery reserves the right to decide the depth and size that a burial space shall be dug in the earth, subject to legal and health requirements. **NO EMBALMED BODIES:** Bodies that have been embalmed are not allowed for burials. Cremated remains of embalmed bodies are permitted. **NO LINER OR VAULT ALLOWED:** The Cemetery does not allow liners or vaults in graves; urns for cremains are permitted. **CONTAINER REQUIRED:** No remains shall be received at the Cemetery or interred therein without being enclosed by a suitable container shielding the remains from public view and allowing convenient handling by cemetery employees and/or others attempting to complete the interment. All containers must be pre-approved by the Cemetery. Metal caskets or non-biodegradable caskets are prohibited. Caskets with excessive paint or varnish are prohibited. **CASKET NOT TO BE DISTURBED:** Once a casket or container containing a body is committed to the care of the Cemetery, no person or persons, without the consent of the legal representatives of the deceased, or without a Court Order, shall be permitted to open the casket or container, or to touch the body.

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7. **FUNERAL AND GRAVESIDE SERVICES:** Except for cremations, a licensed Funeral Director must oversee all burials. Persons wishing to conduct graveside memorial services in Cool Spring Natural Cemetery are free to do so provided that the service does not disrupt the peace and harmony of the Cemetery. Following the service, the burial space, as well as adjoining burial spaces, must be cleared of all materials, trash, and decorations. **CANDLES AND INCENSE:** The unsupervised use of burning materials, such as candles, incense or other incendiary materials, is not permitted. **CHAPEL USE:** Cool Spring Natural Cemetery offers an outdoor funeral pavilion chapel for use by its clients. The pavilion chapel must be reserved in advance with the Cemetery Manager prior to use. Pavilion chapel use will be prohibited prior to full payment of contract cost. **ADVANCE NOTICE OF FUNERAL:** The right is reserved by the Corporation to require at least twenty-four hours' notice prior to any interment or entombment, and at least one week's notice prior to any disinterment (not normally permitted), or removal. **CONTRACTORS AND EQUIPMENT:** Tents, artificial grass, lowering devices and other equipment owned by the Cemetery or by Contractors approved by the Cemetery shall be used exclusively. Exceptions require approval. **HOLIDAYS:** On Holidays (legal holidays of national acceptance), interments may be restricted to emergency situations and will be subject to the approval of the properly delegated authority in cases of contagious diseases. Cemetery service approved and rendered on any such holidays may be subject to an additional service charge.

8. **INTERMENT OF MORE THAN ONE BODY:** Only one body can be buried in a single burial space without the approval of the Cemetery and purchase of an additional right of interment, except where the remains of an infant are to be buried with the remains of the parent at the same time, or in burial spaces where two cremated remains are allowed per plot.

9. **INTERMENT AUTHORIZATION:** The Cemetery may bury any member of the immediate family, or any one of several owners of a site, upon any *one* site owner's advance written authorization; no other person may be interred in any site without the written consent of *all* owners of that site. (See also paragraph 22.) **AUTHORITY FOR USE OF PROPERTY:** The Corporation reserves the right to refuse interment in any section and to refuse interment for any purpose except on written authority of the owner or owners of record, or upon authority of his, her, or their legal heirs and further authorization from any and all persons having legal authority over the body of the deceased. Satisfactory proof of any individual's right to give such authorization may be required by the Corporation.

10. **DISINTERMENT AUTHORIZATION:** The Cemetery reserves the right to refuse disinterment and normally does not permit disinterment. Certainly, no disinterment or disentombment shall be made unless authorized by all of the lot owners and all of the next of kin of the deceased.

11. **ORDERS GIVEN BY TELEPHONE:** The Cemetery reserves the right to require written authorization for the opening of any burial space. The Cemetery shall not be held responsible for failure to exercise this right and for mistakes, which might be made as the consequence of accepting orders by telephone.

12. **DELAYS IN INTERMENTS OR OTHER ACTIVITIES:** The Cemetery shall be in no way liable for any delay in the interment of a body, or for any delay in the fulfillment of any of its contracts or legal obligations, including but not limited to maintenance, care, memorial work or construction, which may arise from causes beyond its reasonable control and, especially, from delays caused by the elements, an Act of God, common enemy, thieves, vandals, strikes, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority.

GENERAL REGULATIONS

13. **NO SITE RESERVATIONS WITHOUT PAYMENT** – Individual sites cannot be reserved until full payment (or the 10% minimum downpayment for installment plans) is received.

14. **NOTICES AND OWNER ADDRESS CHANGES:** It shall be the duty of the burial space owner to notify the Cemetery of any change in his post office address. Notice sent to a burial space owner at the last address on file in the office of the Cemetery, in regular first class mail, shall be considered sufficient and proper legal notification.

15. **SACREDNESS:** All persons are reminded that the grounds are sacred, and are devoted to the burial of the dead and that the provisions and penalties of law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the Rules.

16. **PROPRIETIES:** It is of utmost importance that there should be a strict observance of all the proprieties due the place, whether embraced in the foregoing *Rules and Regulations* or not, as no impropriety will be tolerated. All well-disposed persons are invited to inform management of any breach of decorum that may come under their notice. **NO LOUD TALKING:** No

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person will be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery. **CHILDREN:** Children under fifteen years of age shall not be permitted within the Cemetery, or its buildings, unless accompanied by proper persons to take care of them. **NO LOUNGING/LOITERING:** Strangers shall not be permitted to sit or to lounge on any part of the grounds, burial spaces or improvements in the Cemetery, or in any of the buildings. **NO BICYCLES:** No person shall be permitted within the Cemetery on a bicycle. **NO ALCOHOL:** Bringing beer or intoxicating liquors within the Cemetery is strictly forbidden. **NO ELECTRONIC EQUIPMENT:** No radios, CD players, or other electronic equipment, except cellphones, may be used within the Cemetery, which may disturb the peace and solitude within the Cemetery, except with the express, written consent of the Cemetery. Cellphones should be used discreetly and in a limited way, out of respect and consideration for the dead and for other visitors to the Cemetery. **NO DOGS** shall be permitted in the Cemetery without permission, except those trained to escort a blind or deaf person. **NO FIREARMS:** No person or persons, other than an employee of the Cemetery, shall be permitted to bring or carry firearms within the Cemetery except a Military guard of honor and then only when in charge of an officer and during a Military Service. **NO HUNTING:** All persons are forbidden to hunt, or to fish, or to feed or disturb the fish, fowl or other animals about the Cemetery. **DO NOT DISTURB:** Touch nothing in the Cemetery that does not belong to you. This is the only safe rule to adopt in visiting this Cemetery. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial or in any way deface the grounds of the Cemetery. **TRASH AND RUBBISH: Carry-in / Carry-out.** Littering on drives and paths, or on any part of the grounds, or in the buildings, is strictly prohibited. When you leave, take away all trash or waste brought into the Cemetery or produced by you. **NO NOTICES, ADVERTISEMENTS, SOLICITATIONS:** No signs or notices or advertisements of any kind shall be allowed in the Cemetery, unless placed by the Corporation. Peddling of flowers or plants, or soliciting the sale of any commodity, other than by employees of the Corporation, is positively prohibited within the confines of the Cemetery.

17. **HOURS AND ACCESS:** No person shall be permitted to enter or leave the Cemetery except by the primary entrance, which will be open dawn to dusk daily throughout the year. **TRESPASSERS:** Any person found on the grounds after dark may be considered a trespasser and treated accordingly. **WALKWAYS:** Persons within the Cemetery grounds shall use only the paths and roads. Because the Cemetery is maintained in natural condition any person injured walking or by other event shall in no way hold the Cemetery liable.

18. **AUTOMOBILES:** Automobiles shall not be driven through the grounds at a greater speed than five (5) miles per hour, and must always be kept on the right side of the Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways, and are not allowed to park or to come to a full stop in front of an open burial space unless such automobiles are in attendance at the funeral. No person shall either ride or drive upon the lawns. Vehicles must not leave the Cemetery road under any conditions. The Cemetery makes no guarantee to keep roads passable in the event of weather-related events.

19. **NO ENCLOSURES / BENCHES:** No enclosure of any kind, such as a fence, coping, hedge, or ditch, shall be permitted around any burial space except as set by the Cemetery. No wooden or cast-iron bench or chair, or any wooden or wire trellis, shall be permitted or to be brought upon the grounds except as provided by the Cemetery.

20. **NO TIPPING:** No gratuities shall be paid to the monks or other attendants at the entrance or on the grounds. The entire time of the persons regularly employed on the grounds belongs to the Cemetery. Visitors and Owners must not otherwise engage them. All orders, inquiries and complaints must be left at the Cemetery office.

CONTRACT CHANGES, TRANSFERS, USAGE RIGHTS

21. **CEMETERY RESERVES RIGHT TO EXCHANGE PLOTS / LOCATION:** The Cemetery reserves the right to exchange for burial spaces of equal size and value, the burial space or spaces of any owner which may be needed for any general improvement, feature, project, or landscaping of any kind that is planned for the beautification or ornamentation of the Cemetery, or for the establishment of additional facilities needed to render better services to the community.

- a. In the event the Cemetery desires to exchange an owner's burial space prior to any burials being made therein, notice of the exchange shall be sent to the owner or his representative at the last known address. The exchanged burial space shall be of equal size and of equal price originally paid for the original burial space, and shall be made with the owner's consent whenever possible. In the event the new location or any other that may be available is unsatisfactory to the owner, the Company shall refund the original purchase price of the said burial space it desires to exchange.
- b. If the Cemetery has had no written objection to two mailed notices of the exchange within 10 days of the date of the second notice, the refund provision recited above shall expire and shall no longer apply.

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- c. The Cemetery reserves the right thereupon to issue a supplementary contract, notifying the owner, his heirs, executors, administrators or assigns of the new location it has selected in exchange, and proceed to correct its records to show the new location, cancel the old contract and issue a new contract showing the new locations.
22. **TRANSFERS OR ASSIGNMENTS:** The sale or transfer of any interment rights by any Owner or purchaser, shall not be binding upon the Cemetery unless same shall first be duly approved in writing by the properly authorized officer of the Cemetery and then such interment right must be reconveyed to the Cemetery. The Cemetery shall issue a new Contract to the new Owner. The same rule shall apply in all cases of assignment of purchase contract for interment right. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all owners and purchasers. **TRANSFER APPROVAL:** The Cemetery shall not approve a transfer until it is reasonably satisfied that all relevant obligations and conditions are in order. **TRANSFER CHARGES:** Any and all transfers of any interment right, whether same be by conveyance or assignment of purchase contract, are subject to all rules and regulations of the Cemetery, which are now in full force and effect or which may be hereafter enacted. All transfers of ownership shall be subject to the transfer charge in effect at the time of transfer, which must be paid to the Cemetery when the transfer is recorded.
23. **INDEBTEDNESS:** The Cemetery may refuse to consent to a transfer of a burial space or any interest therein, or to an assignment, as long as there is any indebtedness of any payment due the Cemetery from the record burial space owner, or his or her heirs, administrators or executors.

SUPERVISION OF CEMETERY

24. This Cemetery reserves the right to compel all persons coming into the Cemetery to obey all rules and regulations adopted by the Cemetery. The President of the Cemetery may change the *Rules and Regulations* without notice to any Owner, with updated rules posted on the Cemetery website. This Cemetery is held by a private corporation and it reserves the right to refuse admission or the use of any Cemetery facilities at any time, to any person or persons whose conduct the management deems objectionable to the best interests of the Cemetery.
25. **MANAGER TO ENFORCE RULES:** The Manager is hereby empowered to enforce all rules and regulations, and to exclude from the property of the Cemetery any person violating the same. The Manager shall have charge of the grounds and buildings, and at all times shall have supervision and control of all persons in the Cemetery, including the conduct of funerals, weddings, traffic, employees, burial space owners and visitors.
26. **MANAGER IS SUPERINTENDENT, POWER TO ARREST:** The Cemetery Manager is the Superintendent for purposes of law, and has the power to arrest, as noted in Section 19.2-14 of the Code of Virginia:
- "The superintendent or other person in charge of any...public or private cemetery shall, for the purpose of maintaining order and enforcing the criminal and police laws of the Commonwealth, or the county or city in which such...cemetery is situated, have all the powers, functions, duties, responsibilities and authority of a constable within the cemetery of which he may have charge and within one-quarter of a mile around the same."
27. **CEMETERY IN CHARGE OF FUNERALS:** All funerals, on reaching the Cemetery, shall be directed by the Cemetery through its properly delegated authority. The Cemetery reserves the right to hold an incoming funeral procession until another service already in progress is completed.
28. **LIABILITY OF CEMETERY:** The Cemetery is not responsible for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, an Act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasion, insurrection, riots, or order of any military or civil authority, whether the damage be direct or collateral. **NOT RESPONSIBLE FOR THEFT/DAMAGE:** The Cemetery is not responsible for theft or damage to anything placed on burial spaces and memorials.
29. **TRESPASSERS ON CEMETERY BURIAL SPACES:** Only the burial space owner and his or her relatives shall be permitted on Cemetery burial spaces. Any other person thereon shall be considered as a trespasser, and treated accordingly.
30. **INGRESS/EGRESS:** The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over burial spaces for the purpose of passage to and from other burial spaces.

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31. **ERRORS:** The Cemetery reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments (not normally permitted) or removals, or in the inscriptions, transfer, or conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar location as far as possible, or as may be selected by the Cemetery or, in the sole discretion of the Cemetery, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such burial space, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to such other burial space of equal value and similar location as may be substituted and conveyed in lieu thereof. The Cemetery shall also have the right to correct any errors made by placing an improper description on the memorial.

32. **RIGHT TO RE-PLAT:** The right to enlarge, reduce, re-plat or change the boundaries or grading of the Cemetery or of a section or sections from time to time, including the right to modify or change the locations of any part thereof or remove or re-grade, roads, drives, and walks, is hereby expressly reserved. The right to lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved, as well as is the right to use Cemetery property, not sold to individual owners, for Cemetery purposes, including the interment and preparing for interment of remains, or for anything necessary, incidental or convenient thereto.

33. **WORK TO BE DONE BY CEMETERY:** All grading, landscape work and improvements of any kind, and all care on burial spaces shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed and all openings and closings of burial spaces, and all interments and removals shall be made or done only by the Cemetery or Contractors approved by the Cemetery. No person other than the proper officers of the Cemetery shall be allowed to perform any work on any burial space within the grounds without permission from the Cemetery Manager. **EXCEPTION:** Indigenous trees or shrubs may be planted by plot owners in the Woodland Rest, but they must tend such plants, and the Cemetery takes NO responsibility for their care.

34. **MAINTENANCE, IMPROVEMENTS, ALTERATIONS:** All maintenance, improvements, decorations, landscaping, or alterations of individual burial spaces in the Cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Manager; and, should they be made without his written consent, he shall have the right to remove, alter or change such improvements without notice, at his sole discretion. **RIGHT TO ENTER ALL BURIAL SPACES:** The Cemetery and their agents have authority to enter upon any burial space in order to fulfill their rights and duties hereunder. **RIGHT TO REMOVE TREES AND SHRUBS:** If any tree, shrub or plant standing upon or adjacent to any burial space, by means of its roots, branches, or otherwise, be or become detrimental to adjacent burial spaces or avenues, or if for any other reason its removal is deemed necessary, the Cemetery shall have the right and it shall be their duty, to remove such tree, shrub or plant, or any part thereof.

35. **MINIMAL GROUNDS MAINTENANCE:** The Cemetery may expressly limits mowing of meadows and upkeep in woodland areas in keeping with the Cemetery's natural setting. The general maintenance of the cemeteries and grounds, designed to maintain the natural environs and appearance, shall be the responsibility of the Cemetery. Maintenance shall include such items as the upkeep of drives, roads and buildings and be at the complete discretion of the Cemetery.

MODIFICATIONS, EXCEPTIONS TO RULES

36. **MODIFICATIONS:** The Cemetery may, and it hereby expressly reserves the right, at any time or times, with or without notice to Owners, to adopt new rules and regulations, or to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these *Rules and Regulations*. Updated rules will be posted on the website. **EXCEPTIONS:** Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of the *Rules and Regulations* when, in its judgment, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general applications of such.