



Rules and Regulations



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RULES AND REGULATIONS

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Rules and Regulations

Governing



PURPOSE

TO BE A 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 interment organization 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 Corporation. The reference to these *Rules and Regulations* in contracts, deeds and other documents of the Fairfax Memorial Park, shall have the same force and effect as if set forth in full therein.

DEFINITIONS

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

- A. The term "**Cemetery**" shall mean the Fairfax Memorial Park cemetery and any extension(s).
- B. The term "**Owner**" shall mean the owner of the right of interment in a burial space.
- C. The term "**Burial Space(s)**" shall mean a space for interment, entombment, or inurnment and shall include lot, site, plot, grave, crypt and niche.
- D. The term "**Interment**" shall mean burial, entombment, or inurnment of the remains of a deceased person.
- E. The term "**Memorial**" shall mean any marker or structure upon any burial space placed thereupon or therein or partially therein for the purpose of identification or in memory of the interred.

SUPERVISION OF CEMETERY

1. **ADMISSION TO CEMETERY:** 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. This Cemetery is 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.

2. **SUPERINTENDENT TO ENFORCE RULES:** The Superintendent is hereby empowered to enforce all rules and regulations, and to exclude from the property of the Corporation any person violating the same. The Superintendent 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.

3. **POWER TO ARREST:** (Quoted from Section 19.2-14, 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 conservator of the peace within the... cemetery over which he may have charge and within one-half of a mile around the same."

4. **CEMETERY IN CHARGE OF FUNERALS:** All funerals, on reaching the Cemetery, shall be in the charge of the Corporation through its properly delegated authority. The Cemetery reserves the right to hold an incoming funeral procession until such time as another service already in progress is completed.

5. **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.

6. **NOT RESPONSIBLE FOR DAMAGE:** The Cemetery is not responsible for: (1) theft or damage to anything placed on burial spaces, and (2) memorials purchased from outside suppliers.

7. **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 may be considered as a trespasser, and the Corporation shall owe no duty to said trespasser to keep the property or any memorial thereon, in a reasonably safe condition.

8. **INGRESS/EGRESS:** The company 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.

9. **ERRORS:** The Cemetery reserves, and shall have, the right, but not the obligation, to correct any errors that may be made by it either in making interments, disinterments 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, but not the obligation, to correct improper descriptions on the memorials.

10. **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.

11. **PERPETUAL CARE TRUST FUND:** The general care of the entire Cemetery grounds and burial spaces is assumed by the Cemetery under the provisions of a Perpetual Care Trust Fund Agreement. This, however, does not provide for any special care including, but not limited to, the damage, loss, or theft of markers, vases, flowers, etc.

12. **CONTROL OF WORK ON BURIAL SPACES:** No person other than the proper employees of the Cemetery shall be allowed to perform any work on any burial space within the grounds without a permit from the President.

13. **CONTROL OF IMPROVEMENTS:** The Company shall direct generally all improvements within the grounds and upon all burial spaces before as well as after interments have been made therein. They shall have charge of all the planting, sodding, surveying and improvements generally.

14. **WORK TO BE DONE BY CORPORATION:** 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, disinterments, and removals shall be made only by the Corporation.

15. **SUPERINTENDENT SHALL DIRECT ALL IMPROVEMENTS:** All improvements 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 Superintendent; and, should they be made without his written consent, he shall have the right to remove, alter or change such improvements or alterations at the expense of the burial space owner, or, in any event, at any time, in his judgment, they become unsightly to the eye.

16. **RIGHT TO ENTER ON BURIAL SPACE:** The Company and their agents have authority to enter upon any burial space and to remove any objectionable thing or any erection that may have been placed there contrary to these rules and regulations. They may also remove any dead or damaged tree, shrub, or vine.

17. **RIGHT TO REMOVE SHRUBS:** If any tree, shrub or plant standing upon 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, or otherwise correct the condition existing as in their judgment seems best.

GENERAL REGULATIONS

18. **BURIAL SPACE OWNER MUST NOTIFY CORPORATION:** It shall be the duty of the burial space owner to notify the Corporation of any change in his post office address or other pertinent contact information. Notice sent to a burial space owner at the last address on file in the office of the Secretary of the Corporation, in regular first class mail, shall be considered sufficient and proper legal notification.

19. **SACRED SPOT:** 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.

20. **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.

21. **BREACHES OF CONDUCT:** All well-disposed persons will confer a favor by informing the management of any breach of proper decorum that may come under their notice.
22. **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.
23. **HOURS:** No person shall be permitted to enter or leave the Cemetery except by the public gates, which will be open dawn to dusk daily throughout the year.
24. **TRESPASSERS:** Any person found on the grounds after dark will be considered a trespasser.
25. **MUST USE WALKS:** Persons within the Cemetery grounds shall use only the avenues, walks, alleys and roads, and any person injured walking on the grass except that be the only way to reach the burial space, or while on any portion of the Cemetery other than the avenues, walks, alleys or roads, shall in no way hold the Corporation liable for any injuries sustained.
26. **AUTOMOBILES:** Automobiles shall not be driven through the grounds at a speed greater than fifteen (15) 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.
27. **NO DOGS** shall be permitted in the Cemetery, except those trained to escort a blind or deaf person.
28. **BICYCLES:** No person shall be permitted within the Cemetery on a bicycle, except on Company business.
29. **ILLEGAL DRUGS / CONTROLLED SUBSTANCES / ALCOHOLIC BEVERAGES:** Bringing illegal drugs, controlled substances, or alcoholic/intoxicating beverages within the Cemetery is strictly forbidden.
30. **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.
31. **NO PLANTING BY BURIAL SPACE OWNERS:** All work and planting of any kind on all burial spaces is strictly prohibited, except in areas designated by Cemetery. Cut flowers may be used at any time.

32. **ONLY ONE DECORATIVE/FLORAL OBJECT** may be placed on a burial space at a time. Flowers must be in approved vase. Wreaths and sprays on easels permitted only November 21st through March 1st, and must be anchored securely to the ground, away from memorial. Wind chimes are permitted only if hung on tree branches and have sounding elements that are less than six (6) inches in length.

32.A **FLAGS:** To maintain the beauty the beauty of our cemetery and the dignity of the American flag, one flag may be placed on the grave of a veteran. All flags will be removed seven days after placement or after a major holiday such as Memorial Day or Veteran's Day or at the discretion of the Superintendent.

33. **POTTED PLANTS - WREATHS:** Placing potted flowers, plants, wreaths or baskets on burial spaces is not permitted except on Easter, Mother's Day, Father's Day, Memorial Day, Veteran's Day, and Christmas Day, and same shall be removed within ten (10) days from placing on burial spaces on the special days herein set forth. The digging of holes for any purpose whatsoever is strictly prohibited.

The Cemetery reserves the right to remove all flowers, potted plants, summer wreaths or baskets of flowers when they become withered, or for any other reason, and the Superintendent is ordered to make such removals when in his judgment it is to the best interests of the Cemetery.

34. **SPRING & FALL CLEANUP:** In addition, all decorative/floral objects are removed from all burial spaces within the Cemetery two (2) times a year, **March 1 to March 15** and **November 15 to November 21.**

35. **REMOVAL OF FLOWERS-DECORATIONS:** No flower receptacle may be placed on any burial space unless the design is approved and installed by the Cemetery staff. Such receptacle may be purchased from and placed by the Corporation. The Corporation shall have authority to remove all floral designs, flowers, weeds, shrubs, plants, or herbage of any kind, from the Cemetery as soon as, in the judgment of the Superintendent, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standards maintained. The Corporation shall not be liable for floral pieces, baskets, or frames in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Cemetery. The Corporation shall not be liable for lost, misplaced or broken flower vases. The Corporation shall not be responsible for frozen plants, or herbage of any kind, or for the planting damaged by the elements, thieves, and vandals or by other causes beyond its control. The Corporation reserves the right to regulate the method of decorating burial spaces so that a uniform beauty may be maintained. The Corporation reserves the right to prevent the removal of any flower, floral design, tree, shrub or plant, or herbage of any kind, unless the Superintendent gives his consent.

36. **NO CANS, BOTTLES FOR FLOWERS:** No boxes, cans, bottles, jars, shells, toys, discarded glassware, sprinkling cans, receptacles, or similar articles will be permitted on any burial space or tree.
37. **RUBBISH:** The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Receptacles for waste material shall be located at convenient places.
38. **NOTICES AND ADVERTISEMENTS:** No signs or notices or advertisements of any kind shall be allowed in the Cemetery, unless placed by the Corporation.
39. **PEDDLING OR SOLICITING:** 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.
40. **LOITERING ON GROUNDS:** Strangers shall not be permitted to sit or to loiter around any part of the grounds, burial spaces or improvements in the Cemetery, or in any of the buildings.
41. **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.
42. **NO ENCLOSURES:** 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. Burial space mounds will not be allowed and no burial space shall be raised above the established grade.
43. **NO BENCHES:** No wooden or cast-iron bench or chair, or any wooden or wire trellis, shall be permitted or to be brought upon the grounds.
44. **NO LOUD TALKING:** No person will be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.
45. **NO DISRUPTIVE EQUIPMENT:** No equipment, electronic or otherwise, 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.
46. **NO HUNTING:** Unless directed by the corporation, all persons are forbidden to hunt, fish, or to feed or disturb the fish, fowl or other animals about the Cemetery.
47. **DO NOT INJURE SHRUBS:** 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.

48. **NO TIPPING:** No money shall be paid the 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 office.

INTERMENT & DISINTERMENT RIGHTS and REGULATIONS
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49. **SUBJECT TO LEGAL REQUIREMENTS:** Besides being subject to these *Rules and Regulations*, all interments, disinterments and removals are made, subject to the laws of the Commonwealth of Virginia and the orders of its properly constituted authorities.

50. **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.

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.

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.

50A **Succession of Interests:** In the absence of rights of survivorship, upon the death of an owner, succession of interest to burial rights vests in their next of kin as determined by common law (26 ALR 3d 1425) and the course of descents found in the Code of Virginia §64.2-200 as amended.

50B **Revocable Living Trusts and Corporations:** After due diligence, and in the absence of a Trustee, majority owner, or valid corporate identity, the Cemetery reserves the right to ignore the trust or corporation for burial rights titled in the name of a revocable living trust or corporation and trace ownership through the original trust Grantor or Managing Member's next-of-kin.

51. **NOTICE OF FUNERAL:** The right is reserved by the Corporation to require at least forty-eight hours notice prior to any interment or entombment, and at least one week's notice prior to any disinterment or removal.

52. **HOLIDAYS:** On Holidays (legal holidays of national acceptance), interments, entombments, disinterments and removals will be permitted only in an emergency and subject to the approval of the properly delegated authority in cases of contagious diseases. Cemetery service approved and rendered on any such holidays will be subject to an additional service charge.

53. **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 written authority may be required by the Corporation.

54. **CORPORATION'S EQUIPMENT MUST BE USED:** Tents, artificial grass, lowering devices and other equipment owned by the Corporation shall be used exclusively in making interments, disinterments and removals.

55. **REGULATION ON BURIAL SPACES:** The Company 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.

56. **INTERMENT OF MORE THAN ONE BODY:** Only one body can be buried in a single burial space without the approval of the Corporation 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 specified burial spaces designated and sold as double depth interment spaces.

57. **AUTHORIZATION OF OWNER SUFFICIENT:** The Corporation reserves the right to make an interment or entombment of any member of the immediate family, or any one of several owners of a burial space, upon the lot owner's advance written authorization. No other person may be interred in any burial space without the written consent of all those owners of a burial space who are recorded as such on the books of the Corporation.

58. **DISINTERMENT AUTHORIZATION:** 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.

Additional charges may be incurred if the Superintendent determines that the existing vault and/or casket need to be replaced to maintain the dignity of the deceased

during the disinterment. In such cases, the services of a Virginia licensed funeral director will be required.

FMP does not permit the witnessing of a disinterment except in the case of a family member. Then, the witness must sign a waiver.

59. **ORDERS GIVEN BY TELEPHONE:** The Corporation reserves the right to require written authorization for the opening of any burial space. The Corporation 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.

60. **DELAYS IN INTERMENTS OR OTHER ACTIVITIES:** The Corporation 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.

61. **EXCHANGE OF INTERMENT RIGHTS:** The Company 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 Park, or for the establishment of additional facilities created to render better services to the community.

In the event the Company 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.

If the Company 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.

The Company 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 deed and issue a new deed showing the new locations.

62. **TIME AND CHARGES:** All interments, disinterments and removals must be made at the time, in the manner, and subject to such charges as may be fixed by the Corporation.

63. **LINER OR VAULT REQUIRED:** The Corporation requires that every earth interment shall be enclosed in a concrete box, except for cremains which must be in an urn or container that is resistant to deterioration and breakage and at least 200 cubic inches in size, the actual installation of which shall be made by the employees of Fairfax Memorial Park.

64. **VAULTS MUST BE APPROVED:** Only concrete or metal vaults approved by the Cemetery will be permitted to be used.

65. **CONTAINER REQUIRED:** No remains shall be received at the Cemetery or interred or entombed 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 or entombment.

66. **CASKET NOT TO BE DISTURBED:** Once a casket containing a body is committed to the care of the Corporation, 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 to touch the body.

67. **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 re-conveyed to the Cemetery. The Cemetery shall issue a Certificate of Ownership 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.

68. **TRANSFER APPROVAL:** The Corporation shall not approve a transfer until it is reasonably satisfied that all relevant obligations and conditions are in order. All transfers require a minimum of two weeks to process from the arrival of all completed paperwork at the cemetery office.

69. **INDEBTEDNESS:** The Corporation 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 kind due the Corporation from the record burial space owner, or his or her heirs, administrators or executors.

70. **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.

71. BURIAL SPACE NOT TRANSFERABLE IF USED AND USE:

Whenever an interment is made in a burial space that has been transferred by certificate of ownership to an individual owner by the Corporation and is held as a separate burial space, it shall be indivisible; and the whole of such burial space thereby becomes inalienable and shall be held as the family burial space of the owner, in which one burial space may be used for the owner's interment, one for the interment of the surviving husband or wife, if any, of the owner who by law has a vested right of interment therein, and in those remaining, if any, the parents and/or children of such deceased owner may be interred, in the order of need, without the consent of any person claiming any interest therein. In the event there shall be no parent or child surviving such deceased person, the right of interment therein shall go to the next heirs at law of said deceased owner as specified by the statutes of descent. Any surviving husband or wife, and any parent, child or heir of such deceased owner, may waive his or her right of interment in said burial space in favor of any other relative of such deceased owner, or of his or her spouse, and upon such waiver, the body of the person in whose favor the waiver is made may be interred therein.

71A. FUNERAL SERVICE:

Except for cremations, a Virginia licensed Funeral Director must oversee all interments and entombments.

MAUSOLEUM REGULATIONS

72. ONE MEMORIAL PER CRYPT OR NICHE: Only one (1) bronze memorial shall be allowed for each crypt or niche, and they shall be the same size, style, and manufacturer for all crypts and niches in a given structure, as assigned by cemetery management.

Note: Effective April 15, 2003, all entombments will utilize either the Ensure-a-Seal or Kryprotek products.

73. ENTOMBMENTS PER CRYPT OR NICHE: Only one (1) decedent may be entombed in each individual crypt or niche, without the approval of the Corporation and purchase of an additional right of interment, except in companion or tandem crypts and niches where two (2) decedents are allowed to be entombed without payment of an additional right of interment.

74. CASKETS FOR ENTOMBMENT: Caskets used for entombment in a crypt **must not be sealed** and must be of solid wood or metal construction. Caskets constructed of pressed wood, cloth, or any other non-solid material are not allowed.

75. TANDEM CRYPT ENTOMBMENT: The first entombment in a tandem crypt must be placed in the far rear of the crypt, in a position that will allow addition of a second entombment without repositioning the first in any manner.

76. **EMBALMING:** All decedents who are not cremated must be embalmed.

77. **FLORAL TRIBUTES:** All floral tributes shall be placed in area(s) designated by the Cemetery.

GRAVESIDE MEMORIAL SERVICES

78. **GRAVESIDE MEMORIAL SERVICES:** Persons wishing to conduct graveside memorial services in Fairfax Memorial Park are free to do so provided that the service does not disrupt the peace and harmony of the Park as determined by the Superintendent. To that end, all graveside services must be scheduled with the cemetery and are limited to 30 minutes to allow for the next service to move into place. Following the service, the burial space, as well as adjoining burial spaces, be cleared of all foodstuffs, paper, and other residue.

The use of burning materials such as candles or incense is also permitted provided that the burning does not damage the grass or other ground cover.

MEMORIALS

79. **ONE MEMORIAL PER BURIAL SPACE:** Only one memorial shall be permitted on one burial space, unless otherwise approved by the Cemetery at the time of the sale of the interment right. No memorial shall be set to embrace two or more burial spaces, except for a companion or family name marker, unless approved in writing by the Cemetery. All memorials shall be set in compliance with the Cemetery rules and regulations and on uniform lines as prescribed by the Cemetery, to conform to the general plan of the Cemetery. Markers cannot be placed until the burial space and, when applicable, the second right of interment, are paid in full. For a companion marker both burial spaces must be paid in full. A foot marker may be approved when the top of the grave is already marked. The foot marker may contain a maximum of three names, and must be consistent in size and layout with other approved foot markers in the cemetery.

80. **BRONZE MARKERS:** The marking of each burial space, except as hereinafter provided, is restricted and limited to flat bronze tablets, set flush with the turf, and of such dimensions, material, design, finish and construction as designated by the Cemetery. Written approval by the President of the Cemetery must be secured before any marker or memorial may be delivered to the Cemetery for installation.

FMP does not warrant bronze markers against damage or theft. Markers are the personal property of the owner. As such, they are not covered under the cemetery's perpetual care agreement. FMP suggests that, when a marker is purchased, the owner contact his insurance agent and include it in his homeowner's or personal property insurance policy.

81. **GRANITE:** All granite bases shall be of the same size, type and color as is presently being sold by the Cemetery. No part of the granite is to be used as part of the memorial (inscriptions, etc.) but only as a base for the memorial.

82. **BRONZE VASES:** The Cemetery will permit only the use of bronze urns or vases to be selected through the Cemetery or approved, in writing, by cemetery management, and they shall be contained in their own receptacle when not in use, the base of which shall be the size, type and color of foundation being used by the Cemetery at the time of installation.

83. **MEMORIALS PURCHASED FROM OUTSIDE SOURCES:**
Approval will be given by the Cemetery to allow purchase and installation of a memorial from a source other than the Cemetery, provided there is compliance with all specifications outlined herein and in accordance with the Cemetery's Policy Governing Memorials Purchased From Outside Sources in effect at the time of the memorial purchase. Memorials, whether purchased from the Cemetery or from an outside source, cannot be placed until the burial space and, when applicable, the second right of interment are paid in full. For a companion marker both burial spaces must be paid in full.

MODIFICATIONS

84. **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*.

85. **BABYLAND SITES:** Upon disinterments in Babyland, the sites will be returned to inventory.

86. **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.