

**FLUSHING  
CEMETERY  
ASSOCIATION**

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**RULES AND REGULATIONS**

## MONUMENT REGULATIONS

### SECTION 11 TWO GRAVE PLOTS

ONE GRANITE HEADSTONE OF TWO PIECES PERMITTED. THE BASE MAY MEASURE 42" WIDE, 10" THICK, SMOOTH BACK. THE DIE MAY MEASURE 36" WIDE, 8" THICK. TOTAL HEIGHT OF BASE AND DIE MAY NOT EXCEED 36". THE BASE MAY NOT EXCEED 8" HIGH.

### SECTION 11 SINGLE GRAVE PLOT

ONE GRANITE HEADSTONE OF TWO PIECES PERMITTED. THE BASE MUST MEASURE 24" WIDE, 10" THICK, 6" HIGH SMOOTH BACK. THE DIE MUST MEASURE 20" WIDE, 8" THICK, 30" HIGH.

PLANTINGS MAY NOT EXCEED THE WIDTH OF THE MONUMENT AND MAY NOT EXTEND MORE THAN 12" FROM THE BASE OF THE MONUMENT.

PURCHASES OF PLOTS AND GRAVES FOR IMMEDIATE USE MUST BE PAID BY CERTIFIED CHECK OR BANK CHECK. GRAVES SOLD AS OF FEBRUARY 1, 1988 ALLOW TWO BURIALS PER GRAVE.

OPEN FLAME, AND LEAVING OF FOOD OR OTHER OFFERINGS ARE PROHIBITED. ONE VIGIL LIGHT IS PERMITTED.

## **RULES AND REGULATIONS**

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For the mutual protection of every plot owner and grave certificate holder these Rules and Regulations are hereby adopted as the Rules and Regulations of the Flushing Cemetery Association, and all plot owners, grave certificate holders, and visitors within the Cemetery and all Plots sold, shall be subject to said Rules and Regulations, and subject, further, to such other Rules and Regulations, amendments or alterations as shall be adopted by the Trustees of Flushing Cemetery from time to time. The reference to these Rules and Regulations in the deeds to plots, or certificates to graves, shall have the same force and effect as if set forth in full therein.

### **DEFINITIONS**

The terms "Cemetery" and "Association" are hereby defined to mean Flushing Cemetery Association.

The terms "plot", "grave", "niche", or "burial space" shall be used interchangeably, and shall apply with like effect to one, or more.

The term "interment" shall mean the permanent disposition of the remains of a deceased person by inurnment, entombment or burial.

The term "memorial" shall include monuments, markers, tombstones, tablets, headstones, private mausoleums or tombs, urns and niches and niche plates for family or individual use.

### **GENERAL SUPERVISION OF CEMETERY**

This Cemetery is a non-profit mutual association and it reserves the right to compel all persons coming into the grounds to bring automobiles to a full stop at the entrance upon request to do so by the Cemetery management; and further, this Cemetery reserves the right to refuse admission to anyone not an owner and to refuse admission to anyone whom the management may deem objectionable.

All funerals on reaching the Cemetery shall be in charge of the Superintendent or his assistant.

Once a casket containing a body is within the confines of the Cemetery, no funeral director or his embalmer,

assistant, employee or agent, shall be permitted to open the casket or to touch the body without the consent of the legal representatives of the deceased or without a court order.

## CONDUCT WITHIN THE CEMETERY

Persons within the cemetery grounds shall use only the avenues, walks, paths and roads. Any person injured while walking on the grass, or while on any portion of the cemetery other than the avenues, walks, paths, or roads, shall in no way hold the Association liable for any injuries sustained.

Only the grave certificate holder and plot owner and his relatives shall be permitted on the grave or plot. Any other person thereon shall be considered as a licensee, and the Association shall owe no duty to said licensee to keep the property, memorial or monument thereon, in a reasonably safe condition.

Children under fifteen years of age shall not be permitted within the cemetery or its buildings, unless accompanied by persons responsible for their proper conduct.

All persons are prohibited from gathering flowers, either wild or cultivated, from breaking trees, shrubbery or plants and from feeding or disturbing the birds or other animal life.

No person shall be permitted to have or serve refreshments within the cemetery.

Strangers shall not be permitted to sit or to lounge on any of the grounds, graves or monuments in the cemetery or in any of the buildings.

No loud talking shall be permitted on the cemetery grounds or in its buildings.

The throwing of rubbish on the drives and paths or in any part of the grounds or in the buildings, is prohibited. Receptacles for waste material are located at convenient places. Please use them.

Automobiles shall not be permitted to drive through the grounds at a greater speed than twelve miles per hour, and must always be kept on the right hand side of the cemetery roadway. Automobiles are not allowed to park or come to a full stop in front of any open grave or plot unless such automobiles are in attendance at a funeral.

No bicycles or motorcycles shall be admitted to the cemetery.

Peddling of flowers or plants or soliciting the sale of any commodity is positively prohibited within the confines of the cemetery.

No firearms shall be permitted within the cemetery, except for military funerals and on Decoration Day upon special permit.

Dogs shall not be allowed on the cemetery grounds or in any of the buildings.

## INTERMENTS AND DISINTERMENTS

As to all Graves and Plots sold on and after *FEBRUARY 1ST* 1988 Two Adult Burials shall be allowed in each Grave except in the case of the Burial of Cremated Remains.

A type of Permanent Form of Outer Case is recommended on all Burials.

Besides being subject to these rules and regulations, all interments, disinterments and removals are made subject to the orders and laws of the properly constituted authorities of the City, County, and State.

All interments, disinterments and removals must be made at the time, in the manner, and upon payment of such charges as are fixed by the Association.

No interments, disinterments, removals, or interment services, shall be permitted on Sundays or on legal holidays.

The right is reserved by the Association to insist upon at least twenty-four hours' notice prior to any interment and to at least one week's notice prior to any disinterment or removal.

The Association reserves the right to refuse interment in any grave or plot and to refuse to open any burial space for any purpose, except on written application by the grave or plot owner or owners of record, spouse of an owner or personal representative of an owner made out on blanks provided by the Association and duly filed in the Association office.

Cremated remains must be permanently interred. The Association shall in no way be liable for the loss or destruction of said remains. The Association shall be in no way liable or held responsible for the contents of any cinerary container, receptacle or urn placed in any plot. The cemetery will accept for burial only casketed remains.



The Association reserves the right to make an interment of any member of the immediate family of any one of several plot owners upon his, her or their written authorization.

When instructions regarding the location of an interment space in a plot can not be obtained, or are indefinite, or when for any reason the interment space can not be opened where specified, the Superintendent may, in his discretion, open such location in the plot as he deems best and most proper, in order not to delay the funeral; and the Association shall not be liable for damages if an error be made due to no fault on its part.

The Association shall not be held responsible for any order given by telephone or for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in a plot or grave where interment is desired.

The Association reserves and shall have the right to correct any errors that may be made by it, either in making interments, disinterments or removals, or in the description, transfer or conveyance, and as far as possible to substitute and convey in lieu thereof other interment space of equal value and similar location as far as possible, to be selected by the Association, or, at the sole discretion of the Association, to refund 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 space, the Association reserves, and shall have the right to remove or transfer such remains so interred to such other space of equal value and similar location as may be substituted and conveyed in lieu thereof. The Association shall also have the right to correct any error made by having placed an improper inscription, including an incorrect name or date, either on a memorial monument, or container for interred or cremated remains.

The Association shall in no way be liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with; and further, said Association reserves the right under such circumstances, to place the body in the temporary receiving vault until the full rights have been determined. The Association shall be under no duty to recognize any protests of interments unless they be in writing and filed in the office of the Association.

The Association shall not be liable for the interment permit nor for the identity of the person sought to be interred or inurned nor shall the Association be liable in any way for the embalming of a body.

No interment shall be permitted, or memorial or monument placed in any plot or at any grave not fully paid for. In case the purchaser of said grave or plot shall fail to meet all payments within thirty days after demanded by the Association, then the Association may re-enter said grave or plot and hold it as of its former estate. The Association thereupon, shall be released from all obligations relating thereto and it may retain 25% of such payments as may have been made toward the purchase of such grave or plot as liquidated damages.

Where a plot is owned by a Church, Lodge or other Society, interments shall be limited to the actual members of the organizations, and to the immediate families of members.

Tents, artificial grass, evergreen boughs, lowering devices and other equipment owned by the Cemetery, shall be used exclusively in making interments, inurnments, disinterments, reinterments, or removals.

Removal, by the heirs, of a body or cremated remains so that the grave or plot may be sold, or removal contrary to the expressed or implied wish of the original grave certificate holder or plot owner, is absolutely forbidden.

A body, or cremated remains may be removed from its original grave or plot to a larger or better plot in the Cemetery, when there has been an exchange or purchase for that purpose.

The Association shall exercise the utmost care in making a removal, but it shall assume no liability for damage to any casket, burial case, or urn incurred in making the removal.

## **CHARGES AND GRATUITIES**

The charges for cemetery services must be paid at the time of the issuance of the order of interment, disinterment, reinterment, or removal.

Arrangements for the payment of any indebtedness due the Association must be made before interment, disinterment, reinterment, or removal.

Gratuities may not be accepted by employees. No person, while employed by the Cemetery, shall receive any fee, gratuity or commission, either directly or indirectly, under penalty of immediate dismissal, except due compensation from the Flushing Cemetery Association. No commissions are paid to any person by the Association.

## **TRANSFERS OR ASSIGNMENTS**

A lot owner wishing to transfer or assign any grave, plot or niche, or interest therein, must first offer the grave, plot or niche, or interest therein, to the Cemetery at the original price paid therefor plus simple interest at the rate of 4% per annum and the Cemetery has thirty days in which to accept or reject the offer. After the thirty-day period has expired without acceptance by the Cemetery, or the offer has been rejected by the Cemetery, the owner may then seek the approval of the Cemetery Board to a transfer or assignment.

## **SUBDIVISION OF PLOTS**

The subdivision of plots is not allowed and no one shall be buried in any plot not having interest therein, except by written consent of all parties interested in such plot. However, a relative of any record owner may be buried in said plot as provided in these rules.

## **CONTROL OF WORK BY CEMETERY**

All grading, landscape work and improvements of any kind, all care on plots, all planting, trimming, cutting or removing of trees, shrubs and herbage of any kind shall be done by or under the supervision of the Association. All interments, disinterments, reinterments, inurnments and removals shall be made by the Association.

All improvements or alterations of individual graves or plots in the cemetery shall be under the direction of, and subject to, the consent, satisfaction and approval of the Superintendent. Should they be made without his written consent, or if at any time, in his judgment they become unsightly, he shall have the right to remove, alter or change such improvements or alterations at the expense of the plot, grave or niche owner, unless owner remedies such conditions within 30 days after receiving notice from the Cemetery.

All arrangements of flowers in the chapel must be under the supervision and control of the Superintendent and his assistants.

The Association shall not be responsible for work done by outside contractors. Before any work is commenced by an outside contractor approval therefore must first be obtained from the office of the Superintendent and such contractors are required to furnish the Association with adequate policies insuring the Association against public liability and property damage and with such other forms of insurance as the trustees may require.



## DECORATION OF PLOTS

No artificial decorations such as wreaths, wax and plastic flowers, etc., shall be allowed to be placed upon a grave or plot during the mowing season, viz: April 1st to November 1st of each year. Artificial flowers incased in glass, glassbricks or glass flower containers are not permitted at any time.

All Christmas decorations placed by the owner or on behalf of the owner must be removed by the owner not later than ~~February~~ 1st of the succeeding year.

All artificial decorations placed or caused to be placed on graves or plots other than at Christmas must be removed within 40 days of placement.

No flower receptacles may be placed on any grave or plot unless of approved type metal, and should be set wholly beneath the level of the lawn. The Association shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants, or herbage of any kind from the cemetery grounds 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 Association shall not be liable for floral pieces, decorations or baskets in which or to which floral pieces are attached. The Association shall not be liable for lost, misplaced or broken flower vases. The Association shall not be responsible for frozen plants, or herbage of any kind, or for plantings damaged by the elements, thieves, vandals or by other causes beyond its control. The Association reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, plants or herbage of any kind, unless the Superintendent gives his consent. The Association reserves the right to regulate the method of decorating graves, plots and niches to insure uniform beauty throughout.

No planting of any kind is allowed, except:

1. Within two feet of the rear line of a single grave.
2. Within three feet of the rear line of a plot.
3. Within a six-inch border around a raised footstone.

The placing at graves, plots or niches of boxes, shells, toys, metal designs, ornaments, chairs, settees, vases, glass, wood or iron cases or like articles shall not be permitted, and, if so placed, the Association reserves the right to remove them.

Any United States flags placed on graves preceding Memorial Day may be removed immediately after Memorial Day. No flags will be permitted on graves at any other time.

## **ROADWAYS AND REPLOTTING**

The right to enlarge, reduce, replot 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 or remove or regrade roads, drives or walks, or any part thereof, is hereby expressly reserved subject to the approval of the Cemetery Board. The right to change pipe lines or gutters for water supply drainage, etc., is also expressly reserved, as well as is the right to use Cemetery property, not sold to individual grave certificate holders or plot owners, for cemetery purposes, including the interring of human bodies or for anything necessarily incidental or convenient thereto. The Association reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over graves and plots for the purpose of passage to and from other graves and plots.

No easement or right of interment is granted to any grave certificate holder or plot owner in any road, drive, path or walk within the cemetery, but such road, drive, path or walk may be used as a means of access to the cemetery or buildings as long as the cemetery devotes it to that purpose.

## **PROTECTION AGAINST LOSS**

The Association shall take reasonable precaution to protect the property of grave certificate holders, plot and niche owners within the Cemetery from loss or damage from causes within its reasonable control. It shall not be responsible for damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots or by order of any military or civil authority, whether the damage be direct or collateral.

## **CHANGE IN ADDRESS OF GRAVE CERTIFICATE HOLDERS OR PLOT OWNERS**

It shall be the duty of the grave certificate holder, niche and plot owner to notify the Association of any change in post office address. Notice sent to a grave certificate holder, plot or niche owner at the last known address on file in the office of the Cemetery shall be considered sufficient and proper legal notification.

## **LAWN MAINTENANCE**

The term Lawn Maintenance used in reference to a grave or plot, shall be held to mean the cutting of the grass upon said grave and lot at reasonable intervals and the raking of grass and leaves.

The term "Lawn Maintenance" or "Perpetual Care" shall in no case be construed as meaning the maintenance, repair or replacement of any grave-stones, memorials or monumental structures or memorials, placed or erected upon graves or plots; nor the planting, care or replacement of flowers or ornamental plants nor the maintenance or doing of any special or unusual work in the Cemetery. It shall not mean the reconstruction of any marble, granite, bronze or concrete work on any section or lot, or any portion or portions thereof in the Cemetery, or other buildings or structures, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided, unless such maintenance, repair, reconstruction, etc., be specifically stated in a Special Care agreement entered into between the Cemetery and the grave certificate holder, plot or niche owner.

The moneys received for special care and maintenance shall be held in trust and invested as provided by law or by these rules and regulations. The Association reserves the right, however, either to handle all investments itself, or to deposit said funds with any person, company or corporation qualified to act as Trustee for such funds.

Lawn Maintenance and Special Care, whether applied to plots, graves, private mausoleums, or to any space within the confines of the Cemetery, shall be limited absolutely to the income received from the investment of the care fund.

It is understood and agreed between the purchaser and the Association that all of said funds may be deposited with others of like character and intent to the end that the income from such accumulated general care fund shall be used in the maintenance as above defined. In no case shall a deposit be construed as a contract to care for any individual plot or space other than specified in the care agreement; and the care shall be limited to the net income received from investment of such funds.

The amount of said Lawn Maintenance care to be collected from the purchasers of cemetery plots, shall be a sum not less than 10% of the purchase price of a plot or grave. This sum may be re-determined by the Board of Trustees of this Cemetery at any subsequent time.

### **SPECIAL CARE**

"Special Care" shall include only those specific features set forth in Special Care agreements with the plot owners. It may include the maintenance, repair or pres-



ervation of any memorial structure; caring for trees, planting and cultivating flowers, shrubs or plants in and around the Cemetery or any part thereof; the filling and care of vases; special care of flower beds; the placing of floral decorations, at Easter, Memorial Day, Christmas or at any other date requested. It shall include the ornamenting of the plot, section or building or of any portion thereof, in said Cemetery. It shall include any other purpose or use not inconsistent with the purpose for which this cemetery was established or is being maintained.

## **MAUSOLEUMS AND OVERGROUND VAULTS**

The erection of a mausoleum or overground vault will be permitted only after complete plans and specifications are submitted and approved by the Board of Trustees. Before the work is commenced, the plot owner will be required to make arrangements with the Association to provide a sum of money estimated according to its appraised value, and sufficient to assure permanent protection and care of the building.

## **TEMPORARY RECEIVING VAULT**

The receiving vault is for temporary use only on a monthly rental basis. Under no circumstances shall a body be considered as permanently interred by reason of it being placed therein.

A deposit of \$30.00 shall be required at the time of placing remains in the temporary receiving vault, viz:

\$10.00 charge for placing remains in the receiving vault.

\$10.00 charge to cover first month's rental of a crypt.

\$10.00 charge for removing remains from the receiving vault.

Upon failure to make suitable arrangements for the final disposition of the remains within a reasonable time, or upon failure to pay rental, or upon failure to renew Board of Health retention permit, the Association may, in its discretion, remove the body and inter it, after first having mailed a registered letter to the last known person who made the placement, stating its intention of making said removal.

The Association reserves the right, without notice, to remove from its temporary receiving vault at once and inter any remains not in good state of preservation, or when authorized by the Board of Health.



The remains of any person who has died of an infectious or contagious disease shall not be allowed to be deposited in the temporary receiving vault unless by permission of the Board of Health.

Removals from the temporary receiving vault will not be made on Sundays or legal holidays.

## **MEMORIAL WORK**

All memorial work should have the approval of the Cemetery in writing before order is given therefor to the monument dealer so that it may be determined in good time whether the proposed work meets applicable Cemetery regulations.

Markers on individual plots must be uniform. In older plots new markers should harmonize with existing markers where it is not advisable to duplicate them.

Monuments are not allowed on plots where there are already headstones, unless the headstones are first removed. The Association strongly recommends complete modernizing of old plots.

Monumental regulations for all single graves are clearly stamped on all single grave certificates.

While the Association will exercise all possible care to protect raised lettering, carving or ornaments on any memorial, or other structure, it disclaims responsibility for any damage or injury thereto.

No coping, curbing, fencing, hedging, grave mounds, borders or enclosures of any kind shall be allowed around any grave or plot. No walks of any kind will be permitted on any grave or plot. The Association reserves the right and shall have the right to remove the same.

Any inscription on a monument or marker must correspond with the name and record in the office of the Association. No changes shall be made thereon except upon request of the proper parties, and by permission of the Association.

Foundation charges shall be paid in advance. Foundations will be built only when weather permits.

No monument or marker shall be removed from the cemetery unless on written order by a grave certificate

holder or plot owner properly presented at the office and by permission of the Association.

The coloring, painting, enameling, lacquering or bronzing of letters or other parts of a memorial is absolutely prohibited.

## N O T I C E

In sections where a sub-foundation has been installed a foundation charge will be payable at the then authorized rate.

## MODIFICATIONS AND AMENDMENTS

Occasions may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Board of Trustees of the Association, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of these rules and regulations when, in its judgment, the same appear advisable. Such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of the rules and regulations. The Board of Trustees of the Association may adopt new rules and regulations, at any time, or may amend, alter or repeal any rule, regulation or article, section, paragraph or sentence, in these rules and regulations.

Dated: June 1st, 1964