

RULES AND REGULATIONS

GARDEN OF MEMORIES

**THE FIDELITY CEMETERY ASSOCIATION
OF BERGEN COUNTY, N.J.**

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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 or Regulation.

- (a) **“Association”** or **“Cemetery Association”** shall mean The Fidelity Cemetery Association of Bergen County, a cemetery association incorporated under the laws of the State of New Jersey.
- (b) **“Cemetery”** shall mean Fidelity Cemetery, situated in Washington Township, Bergen County, New Jersey, including all lands, buildings, structures, mausoleums 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) **“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.
- (e) **“Niche”** shall mean a space used or intended to be used for inurnment purposes only.
- (f) **“Memorialization”** shall include any inscription on a crypt or niche facing.
- (g) **“Entombment”** shall mean the placement of the remains of a human being in a crypt.
- (h) **“Inurnment”** shall mean the placement of the ashes of a human being in a crypt or niche.

GENERAL RULES AND REGULATIONS

1. All crypts and niches in the Cemetery shall be owned and held subject to the laws of the State of New Jersey and the Rules and Regulations of the Association now in force or hereafter adopted.
2. The Cemetery will be open for visitation from 9 A.M. to 4 P.M. The office will be open from 9 A.M. to 4 P.M. The cemetery and offices shall be closed on legal holidays. Entombments and inurnments shall take place on weekdays between 10:30 A.M. and 11:45 and between 12:30 P.M. and 3:00 P.M. Saturday entombments shall take place between 10:00 A.M. and 12 noon only.
3. All persons entering the Cemetery for whatever reasons 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 strict observance of this basic principle. In addition, the following must be adhered to:
 - (a) Persons with foodstuffs, 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 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.
 - (c) Soliciting work in the cemetery by gardeners, monument firms, outside contractors, or any other persons is prohibited. The Association may remove and destroy any advertising without notice and without liability.
 - (d) While a funeral service is in progress, all work and other activity in the vicinity must cease.

- (e) Visitors may not throw or scatter papers or other materials 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, except “seeing-eye” dogs.

4. 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 they are visiting, and the Cemetery Association shall not be liable for any injuries sustained by any persons violating this rule.
5. 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 are mere licensees and assume every and all risks.
6. The Association shall not be liable for damage to, loss of or destruction of any crypt or niche facing or to the contents of a crypt or niche from causes beyond its reasonable control, including but not limited to the elements, 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 destruction or loss, the Association may at any time thereafter, give a ten (10) day written notice of the necessity for the replacement, repair, resetting or reconstruction thereof to the owner of the crypt or niche 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 cause the same to be repaired, replaced, reset or reconstructed, and charge the expense thereof against such owner, but nothing herein contained shall obligate the Association to render any such service.

7. All labor, equipment and materials for entombments and inurnments shall be performed and operated solely by the Association, at the expense of the crypt solely by the Association, at the expense of the crypt or niche owner, who shall pay the same in advance.
8. The Association reserves the right to change the boundaries or grading of the Cemetery, including the right to modify, relocate, re-grade, or eliminate roads, drives and/or walks. It also reserves easements and rights of way under, through and over the Cemetery grounds and any and every part thereof for the purposes of laying, maintaining and operating or altering or changing pipe lines, conduits, gutters and/or drain for sprinkling systems, drainage, electric or communication lines or for any other purpose. The Association reserves for the benefit of those lawfully entitled there to, a perpetual right of ingress and egress over any and all lots, graves or crypts and other parts of the Cemetery for the purpose of passage and repassage to and from other lots, graves or crypts or other parts of the Cemetery.
9. All charges of the Association must be prepaid. No entombment or disentombment and/or inurnment or disinurnment will be permitted and no memorial or embellishment placed upon any crypt or niche against which there is any charge of the Association due and unpaid. All charges for work 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.
10. 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.

11. The use of incense, candles, lamps, or other combustible materials at the Mausoleum shall be prohibited. The placement of any objects which obstruct visitors' passage in the aisles or corridors of the Mausoleum or which interfere with or block crypt fronts are not permitted. Management reserves the right to remove such obstructions.

Management also reserves the right, but does not assume the obligation, to remove and discard such flowers, plants, baskets, frames, statues, vases, containers, or any other decoration including floral designs and shrubs, when they wither or die or when in the sole judgement of this Cemetery they become unsightly and dangerous, and do not conform to the standards of this Cemetery. Management shall assume no responsibility for any damage to any of the articles here above set forth.

OWNERSHIP

12. No person will be recognized as the owner or co-owner of any crypt or niche or any part thereof unless his or her name is validly recorded on the records of the Association. Following the death of such owner, or the purchaser under an agreement of purchase thereof, no entombments or inurnments or use of crypts or niches or remaining crypts or niches, may be made until an affidavit of heirship is 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.
13. The Association shall be entitled to rely and act upon the truth of the statements contained in any affidavit, permit, authorization, deed, assignment, reservations

and designations of entombment or inurnment space, and any and all other instruments affecting the ownership, possession, care, control and maintenance of any crypt or niche, or part thereof.

14. At any time where there is more than one owner of a crypt or niche, all of the co-owners shall file with the Association a designation of a person or persons who shall represent the owners, and so long as they shall fail to so designate, the management of the Association may recognize any one of the co-owners.
15. The Association shall be entitled to collect such fee as it may regularly charge for the filing and recording of any instrument pertaining to a crypt or niche, and shall have the right to refuse to accept any such instrument for recording until such charge has been paid.
16. The owner of any crypt or niche shall not permit entombments or inurnments to be made therein for remuneration.
17. The Association reserves the right to correct any error that it may make in the locating and placing of crypt or niche fronts or in a contract or deed pertaining to the sale or in a contract or deed pertaining to the sale or conveyance of an entombment or inurnment space. In the event of any error made in the contract or deed, the Association may correct the same, or in its discretion substitute another crypt or niche of equal value in a reasonably similar location or cancel the same and refund any moneys previously deposited.
18. Before any entombment or inurnments shall have been made in any crypt or niche or if all of the bodies therein have been lawfully removed, the owner may transfer and convey the same only after having first offered it, in writing to the Association. The Association shall have thirty (30) days after the receipt of such written offer to accept or refuse the same, and in the

event it shall have refused such offer, the transfer and conveyance may be made by the owner within 2 years of the date of the refusal to purchase by the Association, subject to the provisions of Rule and Regulation #19 and #20.

19. No transfer of any crypt or niche or part thereof, or any interest therein, shall be made without the prior written consent of the Association, and if consented to the instrument of conveyance must be filed in the office of the Association and proper fee paid for the recording thereof.
20. All transfers or assignments of any crypt or niche 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 Jersey.

INTERMENTS

21. No entombment or inurnment shall take place without an authorization, order or permit signed by the person or persons authorized by law and/or by the crypt or niche owner or owners. The same shall designate the location of the crypt or niche 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 entombed or inurned.
22. Orders for entombment or inurnment may, at the option of the Association, be received by telephone, but if so received such orders must be confirmed in writing prior to the time of actual entombment or inurnment. The Association shall not be responsible for any error that may be made in accepting a telephoned entombment or inurnment order.

23. Orders for entombment or inurnment must be received 48 hours prior to the time of the entombment or inurnment, and the following information furnished: (a) name and age of the deceased; (b) crypt and niche number; (c) name of owner of entombment or inurnment space; (d) name of funeral director; (e) exact size of burial container; (f) date of entombment or inurnment and time of arrival at Cemetery; (g) name and address of the next of kin.
24. 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 entombment or inurnment unless the funeral is accompanied by a duly licensed funeral director. Before the entombment or inurnment may proceed, such funeral director must register at the Cemetery office and deliver all necessary permits and authorizations.
25. The Association shall not be liable for any delay in entombment or inurnment where its Rules and Regulations or the laws of the State of New Jersey have not been complied with, or where a protest has been made, or where circumstances exist beyond the Cemetery's control.

DISINTERMENTS

26. No disentombments or disinurnment will be permitted without the consent of the Association and the written consent of the owner of the crypt or niche, and all of the persons whose consent is necessary or advisable under the laws of the State of New Jersey. The Association may, in its sole and absolute discretion, require that in addition to such consents an order of the Court having proper jurisdiction thereof be obtained.

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

MEMORIALIZATION

29. A permit signed by the crypt or niche owner and/or the lawfully required heirs and representatives of the decedent is required. All inscriptions and sandblasting shall be subject to Cemetery discretion and approval.

AMENDMENT AND WAIVER OF RULES AND REGULATIONS

30. 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 Trustees 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 or enforceability in other or future instances. The interpretation of these Rules and Regulations shall be final and not subject to dispute.