

CEMETERY RULES & REGULATIONS

Plot owners in all cemeteries often misunderstand the purpose and function of cemetery rules and regulations: the important part they play in the beautification and preservation of the grounds. Too often people are inclined to resent what they term "restriction on my rights and privileges." Fortunately for Acworth, residents of the community fully realize that cemetery rules are for the protection of the plot owner, safeguarding him from the misdirected sentiment and poor taste of those who might erect unsightly memorials or otherwise impair the dignity and beauty of the cemeteries.

THE CEMETERY RULES AND REGULATIONS OF THE TOWN OF ACWORTH

For the mutual protection and benefit of lot owner, and each cemetery as a unit, the following Rules and Regulations have been adopted as the Rules and Regulations of Acworth and all owners and visitors within the cemeteries and all lots 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 Board of Trustees of the Cemetery from time to time and the reference to these Rules and Regulations in the Certificate of Ownership to a lot shall have the same force and effect as if set forth in full therein.

DEFINITION OF TERMS

1. The term "Board" shall mean the Cemetery Trustees and the governing body of the Town of Acworth.
2. "Sexton" shall mean the person or persons duly appointed by the Board for the administration and care of the Town cemeteries.
3. "Cemetery" shall mean the Town cemeteries, singly or jointly.
4. The term "lot," "plot," "burial space" shall be used interchangeably and shall apply with like effect to one or more than one adjoining graves.
5. The term "interment" shall mean the permanent disposition of the remains of a deceased person by cremation and interment, entombment or burial.
6. The term "memorial" shall include a monument, marker, tablet, headstone, private mausoleum or tomb for family or individual use.

GENERAL SUPERVISION OF CEMETERIES

7. All persons, vehicles and funerals within the cemeteries are subject to the control and order of the Board, Sexton and his/her assistants.

INTERMENT AND DISINTERMENT

8. Besides being subject to these Rules and Regulations, all interments and removals are made subject to the orders and laws of the properly constituted authorities of the town, county and state.
9. 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 within without the consent of the legal representative of the deceased.
10. All interments, disinterments and removals must be made at the time and in the manner and subject to such charges as fixed by the Board.
11. Every earth interment shall be made enclosed in an outer container or receptacle of stone, brick, metal of ten (10) gauge or greater thickness or concrete, the structural design and installation of which shall meet the approval of the Board.
12. There will be no interments, disinterments or removals from December 1st to May 1st, on Sundays or the following holidays: Memorial Day, Independence Day, Labor Day and Thanksgiving. If such services are required because of contagious disease or religious customs, a special additional charge *may* be made.
13. The right is reserved to insist upon at least twenty-four hours notice prior to any interment and at least one week's notice prior to any disinterment or removal.
14. The Sexton reserves the right to refuse interment in any plot and to refuse to open any burial space for any purpose, except on written application by the plot owners of record.

15. All persons interred in the cemetery must be residents of the Town, members of the immediate family (direct lineal ascendants or descendants) of the owner of the plot or be accorded special permission from the Board.
16. When instructions regarding the location of an interment space in a lot cannot be obtained, or are indefinite, or when, for any reason, the interment space cannot be opened where specified, the Sexton may, in his discretion, open it in such location in the lot as he deems best and proper, so as not to delay the funeral; and the Town shall not be liable in damages for any error so made.
17. Detailed written instruction are desired by the Sexton, and the Town shall not be responsible for any order given verbally or 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 where interment, disinterment or removal is desired.
18. The Town 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 of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof, or the interment property of equal value and similar location as far as possible or as may be selected by the Town, or, in the sole discretion of the Town, by refunding the amount of money paid on account of such purchase. In the event such error shall involve the interment of the remains of any person in such property, the Town reserves, and shall have, the right to remove or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.
19. The Town 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 when the Rules and Regulations have not been complied with; and, further, said Town reserves the right, under such circumstances, to place the body in a receiving vault until the full rights of the parties have been determined. The costs of any such temporary placement shall be born by party seeking interment. The town shall be under no duty to recognize any protests of interment unless they are in writing and filed in the office of the Board.
20. The Sexton shall not be liable for the interment permit nor the identity of the person sought to be interred.
21. No interment shall be permitted or memorial placed in or on any property not fully paid for except by special consent of the Board in each and every case. In the event such consent is given, any and all interments or memorials placed in or on said property shall be considered as temporary. A note shall not be considered payment. Rights shall not be acquired by the plot purchasers for said interment or interments until such property is fully paid for in cash, including principal and interest. In case the purchaser of said property shall fail to meet all payments within thirty days after the same are demanded by the Town, then the Town may reenter said property and hold the same as its former estate. The Town, thereupon, shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. The Town reserves the right, and shall have the right, immediately or at any time thereafter, without notice and at its discretion, to remove to single graves, to be chosen by the Sexton, each of the remains then interred in said property. The Sexton further shall have the right to remove any memorial that has been placed on said property.
22. Not more than one body, or the remains of more than one body, shall be interred in one grave, vault, crypt or niche, except by written consent of the Board, and provided proper identification is made of such interment or interments on one regulation crypt, niche, memorial or marker. Up to three cremains may be placed in one plot except in the special area designated solely for cremains where only one set of cremains may be placed in each plot
23. No interment of any body, or the cremated remains of any body, other than that of a human being, shall be permitted in the Cemeteries.

DISINTERMENTS AND REMOVALS

24. Removal, by the heirs, of a body or cremated remains so that the plot may be sold for profit to themselves, or removal contrary to expressed or implied wish of the original plot owner, is repugnant to the ordinary sense of decency and is absolutely forbidden.
25. A body, or cremated remains, may be removed from its original plot to a larger or better plot in the Cemetery, where there has been an exchange or purchase for that purpose.
26. The utmost care will be exercised in making a removal but the Town shall assume no liability for damage to any casket, burial case or urn incurred in making the removal.

SERVICE CHARGES AND OVERDUE INDEBTENESS

27. The charges for the cemetery services must be paid at the time of interment, disinterment or removal.
28. The Town reserves the right to refuse to do or allow to be done work of any character, including interments in or upon any lot until arrangements have been made for payment of any and all indebtedness due the Town for work performed in or upon the lot.

PROPERTY RIGHTS OF PLOT OWNERS

29. All lots, plots and burial space 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 body in any burial plot conveyed to the other, which right shall continue as long as he or she shall remain the husband or wife of the plot owner or shall be his or hers, wife or husband at the time of such plot owner's demise. A final decree of Divorce between them shall terminate such vested right of interment unless it shall otherwise be provided by such decree of divorce. In all conveyances 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 plot so conveyed. Upon the death of a joint tenant, the title to the burial plot heretofore held in joint tenancy immediately vests in 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.
30. Whenever an interment is made in a plot that has been transferred by deed or certificate of ownership to an individual owner by the Town and is held as a separate plot, it shall be indivisible; and the whole of such burial plot thereby becomes inalienable and shall be held as the family burial plot of the owner in which one grave, niche or crypt may be used for the owner's interment, and 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, of the 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 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.
31. On the decease of the proprietor of a lot, when the lot is not specifically mentioned in his will, an affidavit must be filed at the office of the Board signed by one of the heirs at law, and in the case of minors, by their guardian. This affidavit must include a list of names of all heirs and a majority must also designate one of their number as the representative, who shall be authorized to sign orders for interments in the lot and to give all other needful directions regarding the lot. If no such affidavit shall be filed, the Sexton may designate some one of the heirs at law so to act until such time as the aforementioned affidavit shall have been filed.
32. If no interment has been made in a plot which has been transferred by certificate of ownership to an individual owner by the Town, or if all the bodies have been lawfully removed therefrom, in the absence of the specific disposition thereof by the owner's last will and testament, the whole of said plot, except the one grave, niche or crypt which must be reserved to the surviving husband or wife of the owner, shall, upon the death of said owner, descend in regular line of succession to the heirs at law of the owner.

TRANSFER OR ASSIGNMENT

33. No transfer or assignment of any plot, or interest therein, shall be valid. If the owner wishes to sell the lot, it may only be sold back to the Town at the cost it was originally purchased.

CONTROL OF WORK WITHIN CEMETERY

34. All grading, landscaping and improvements of any kind, and all care on plots shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed and all openings and closing of plots, and all interments, disinterments and removals shall be made only by the Sexton unless by special permit from the Sexton in writing.
35. Improvements or alterations of individual property in the Cemetery shall be under the direction of and subject to the consent, satisfaction and approval of the Sexton 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 lot owner, or, in any event, at any time, if in his judgment, they become unsightly to the eye. If any trees or shrubs situated on any lot, shall, by means of their roots or branches, become detrimental to the adjacent lots or avenues, or unsightly or inconvenient for visitors, the Town shall have the right to enter the said lot and remove said trees or shrubs or such parts thereof as they shall determine to be detrimental, unsightly or inconvenient.

DECORATION OF PLOTS

36. The Town shall have the authority to remove all floral design, flowers, weeds, trees, shrubs, plants, or herbage of any kind, from the cemetery, as soon as, in the judgment of the Sexton, they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standards maintained by the rest of the Cemeteries. The Town 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 service held in the cemetery. They shall not be liable for lost, misplaced, or broken flower vases. The Town shall not be responsible for frozen plants or herbage of any kind, or for plantings damaged by the elements, thieves, vandals, or by caused beyond its control. The Town reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants, or herbage of any kind unless the Sexton gives his written consent.
37. The following items are specifically prohibited, and if so placed, the Sexton reserves the right to remove same:
 - a. The placing of boxes, shells, toys, metal designs, ornaments, chairs.
 - b. Glass, wood or iron cases and similar articles;
 - b. Shrubs on lots without monuments;
 - c. Marble chips around monuments or markers;
 - d. Window boxes, pots, glass jars, etc., except for one week before and one week after Memorial Day;
38. All fittings, adornments, urns, inscriptions and arrangements of crypts or niches shall be, and are hereby declared to be, subject to the approval and control of, and acceptance or rejection by the Town.
39. As a special mark of respect for those that have served our country, the American flag shall be displayed only on the grave of those persons who have honorable served in the armed forces of the United States of America.
40. Artificial flowers must be removed and renewed annually on May 1st.

CHANGES IN GRADE AND REPLANTING

41. The right to enlarge, reduce, replant 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 location of or remove or regrade roads, drives or walks, or any part thereof, 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 plot owners, for cemetery purposes including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto. The Town reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over plots for the purpose of passage to and from other plots.
42. No easement or right of interment is granted to any plot owner in any road, drive, alley or walk within the Cemetery, but such road, drive, alley, or walk may be used as a means of access to the cemetery or buildings as long as the Sexton devotes it to that purpose.

CONDUCT OF PERSONS WITHIN THE CEMETERY

43. Persons within the cemetery grounds shall use only the walks and roads and any person injured while walking on the grass, except that be the only way to reach his plot, or while on any portion of the cemetery other than the walks or road, shall in no way hold the Town liable for any injuries sustained.
44. All persons are prohibited from gathering flowers, either wild or cultivated, breaking or cutting trees, shrubbery or plants, defacing or otherwise damaging monuments or structures, or disturbing the birds or animal life.
45. No loud talking shall be permitted on the cemetery grounds within hearing distance of funeral services.

46. The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings is prohibited.
47. No automobile, vehicle or animal shall be driven across or upon any grave, lot or lawn nor parked or left thereon. It is prohibited to park or leave any automobile or vehicle on any road or driveway within the cemetery at such location or in such a position as to prevent any other car or vehicle from passing the same, and if so parked or left, such car or vehicle will be removed.
48. The use of the cemetery as a thoroughfare is prohibited and commercial or business vehicles are permitted to enter only by permission from the Sexton.
49. No bicycles, motorcycles, all terrain vehicles or snowmobiles shall be admitted to the cemetery except while participating in an interment.
50. Bedding of flowers or plants, or solicitation of the sale of any commodity, is positively prohibited within the confines of the cemetery.
51. No firearms shall be permitted within the cemetery except at military funerals or on special written permit from the Sexton.
52. No signs or notices or advertisements of any kind shall be allowed in the cemetery unless placed by the Sexton.
53. Dogs shall not be allowed on the cemetery grounds except on a leash.
54. It is the utmost importance that there should be strict observance of all proprieties of the cemetery, whether embraced in these rules or not, as no improprieties shall be allowed and the Sexton shall have power to prevent improper assemblages or actions.
55. The Sexton is hereby empowered to enforce all Rules and Regulations, and to exclude from the cemetery any person violating the same, and the Sexton shall have charge of the grounds and buildings, and, at all time, shall have supervision and control of all persons within the cemetery, including the conduct of funerals, traffic and employees. To protect and promote the best interest of the cemetery, he is authorized to make temporary additional rules, which are not covered by these Rules and Regulations.

PROTECTION FROM LOSS OR DAMAGE

56. The Town shall take reasonable precautions to protect plot owners, within the cemetery, from loss or damage; but it distinctly disclaims all responsibility 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, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

ADDRESS CHANGE OF PLOT OWNERS

57. It shall be the duty of the plot owner to notify the Sexton or Board of any change in his post office address. Notice sent to the plot owner at the last address on file in the office of the cemetery shall be considered sufficient and proper legal notification.

THE CARE OF PLOTS

58. The term "perpetual care" used in reference to plots, shall be held to mean the cutting of the grass upon said plots at reasonable intervals, the making and cleaning of the plots, the pruning of the shrubs and trees that may be placed by the Town; meaning and intending the general preservation of the plots, and the grounds, walks, roadways, boundaries, and structures, to the end that said grounds shall remain and be reasonably cared for as cemetery grounds forever, but in no case does the Town assume responsibility for work on any particular plot involving the expenditure in any one year of an amount greater than would be received if all the funds deposited for the perpetual care of that plot were invested at the same rate of interest as that received from all of the invested funds of the Town for that year.
59. The term "perpetual care," unless otherwise provided in the agreement, shall in no case be construed as meaning the maintenance, repair or replacement of any memorial, tomb or mausoleum place or erected upon lots; nor the doing of any special or unusual work in the cemetery, including work caused by impoverishment of the soil; nor does it mean the reconstruction of any stone, bronze or concrete work on any section or plot, or any portion or portions thereof in the cemetery, necessitated by the elements,

an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

60. The money received for perpetual care shall be held in trust and invested as provided by law.
61. Perpetual care, whether applied to lots, graves, mausoleums or to anything within the confines of the cemetery, shall be limited absolutely to the income received from the investment of the perpetual care fund, no part of the principal shall be expended anything herein stated to the contrary notwithstanding.
62. It is understood and agreed between the purchaser and the Town that all of said funds may be deposited with other of like character and intent to the end that the income from such accumulated general fund shall be used in the general improvement and perpetual care as above defined; but in no case shall their deposit be construed as a contract to care for any individual property or space other than as above defined, except special care agreements duly executed and on file at the cemetery office.
63. The income from the perpetual care fund shall be expended by the Town in such manner as will, in its judgment, be most advantageous to the property owners as a whole, and in accordance with the purposes and provisions of the laws of the State applicable to the expenditure of such funds. The Town is hereby given the full power and authority to determine upon what property, for what purpose and in what manner the income from said fund shall be expended, and it shall expend said income in such a manner as it in its sole judgement, may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the cemetery grounds or for any purpose necessary in the execution of its duties.
64. The amount of said perpetual care funds to be collected from the purchasers of cemetery ground plots shall be such sum as may be determined by the Town.
65. The record books of the cemetery and the receipt issued by the Town shall show the amount of perpetual care fund that has been required of the individual and set aside in each case.

CERTIFICATE AND RULES ARE SOLE AGREEMENT

66. The certificate of ownership and these Rules and Regulations and any amendments thereto shall be the sole agreement between the Town and the plot owner. The statement of any employee or agent, unless confirmed in writing by one of its officers, shall in no way bind the Town.

MODIFICATIONS AND AMENDMENTS

67. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Town 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 appears advisable; and such temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rule.
68. Emergency conditions may necessarily cause a labor and material shortage so that certain rules cannot be strictly enforced. To meet these conditions, the rules where necessary, will be temporarily modified or suspended. Such temporary modification or suspension shall in no way be construed as a waiver nor affect the strict enforcement of the rules upon the conclusion of the emergency.
69. The Town may, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter or repeal any rule, regulation or article, section, paragraph or sentence in these Rules and Regulations. All rules formerly adopted which are contrary to these Rules and Regulations are hereby repealed and declared to be no longer effective.
70. Letter cutters, persons or firms who engage in the business of cleaning monuments (not connected with established retail dealers already on the approved list of Dealers), and all other persons or firms, must procure a permit from the Sexton or official of the cemetery before any work in the cemetery is commenced. In order to secure such a permit it shall be necessary for the person or firm to submit satisfactory evidence of their ability to perform the work for which they have been engaged.
71. Workmen engaged in placing or erecting monuments and other structures, or grinding materials, shall, as to the Sexton, operate as independent contractors, but must do so under permission from the Sexton and must be under the general supervision of the cemetery.
72. Persons engaged in erecting monuments, or other structures are prohibited from attaching ropes to monuments, trees and shrubs, or from scattering their material over adjoining lots, or from blocking avenues or pathways, or from leaving material on the grounds longer than is absolutely necessary.

They must do as little injury to the grass, trees and shrubs as possible, and must remove all debris and restore the ground and sod to its original condition.

73. Damage done to lots, walks, drives, trees shrubs or other property, by dealers or contractors, or their agents may be repaired by the Town and the cost of such repair shall be charged to the dealer or contractor or to his principal.
74. No material machinery, or other thing for the construction of vaults, mausoleums, monuments, or other structures, or monuments themselves, may be brought into the cemetery until required for immediate use; nor, under any circumstances, when a funeral is in progress; nor between Saturday and Monday morning; nor on a holiday; and no work shall be done during said time; nor shall said material be placed on lots adjoining the one on which such a structure is to be erected, without special permission from the Sexton.
75. Work shall proceed promptly until the erection of the memorial is completed.
76. While a funeral or interment is being conducted nearby, all work of any description shall cease.
77. Approaching the bereaved and soliciting memorial business within the cemetery is not permitted.
78. Memorial dealers shall abide by all rules of the cemetery.

MONUMENTS AND MARKERS

79. No lot owner shall erect or place, or cause to be erected or placed, on any lot in the cemetery, any memorial in respect of which the Trustees disapprove.
80. The maximum size of a memorial is governed by the size of the lot on which it is to be placed, and is to be determined by the Sexton.
81. Markers shall be flush with the ground.
82. Corner posts shall be of good natural stone placed flush with the grade. Initials shall be incised, not raised. Corner posts may only be placed where approved by the Sexton. The owner must install approved corner posts within 90 days of the date of purchase, weather permitting, in the locations indicated by the Sexton. The Town may install corner posts and bill the owner for the cost if the owner fails to install them as required herein.
83. The bottom beds of the bases and markers must be cut level and true and set in cement mortar to allow every part to be in contact with the foundation without the use of pawls or underpinning.
84. While the town will exercise all possible care to protect the memorial, or other structure on any lot, and the raised lettering, carving or ornaments on such memorial, or other structure, it disclaims responsibility for any damage or injury thereto.
85. No coping, curbing, fencing, hedging, grave mound borders, or enclosures of any kind shall be allowed around any lot; and no walks of brick, cinders, tile, stone, marble, terracotta, sand, cement, gravel or wood shall be allowed on any lot. The Sexton reserves the right to remove the same if so erected, planted or placed.
86. The Sexton reserves the right to stop all work of any nature whenever, in his opinion, proper preparations have not been made, or when tools and machinery are insufficient or defective, or when work is being executed in such a manner as to threaten life or property, or when the monument dealer has been guilty of misrepresentation, or when any reasonable request on the part of the Sexton is disregarded, or when work is not being executed according to specifications, or when any person employed on the work violates any rules of the cemetery.
87. The completed work is subject to the approval of the Sexton, and, if unsatisfactory, it may be removed by the Sexton
88. The name of inscription on each monument, vault, or marker, must correspond with the name and record in the office of the Sexton, and no changes shall be made thereon except upon request of the proper parties and by permission of the Town.

MATERIALS PERMITTED

89. All materials, markers, mausoleums or tombs shall be constructed of good natural stone from quarries approved by the Sexton. No artificial stone of any description is permitted.
90. Immediately upon the completion of any vault, tomb or mausoleum, a key to each lock on or in the same must be deposited with the Sexton.

MISCELLANEOUS

91. Should any memorial, mausoleum or tomb become unsightly, dilapidated, or a menace to visitors, the Town shall have the right either to correct the condition or to remove it, at the expense of the lot owner.
92. No monument or marker shall be removed from the cemetery, except by the Town unless the written order of the plot owner is presented at the office of the cemetery and permission granted by the Sexton.
93. Plots may be forfeited pursuant to the procedures specified in NH RSA 289:18 I, II, III and IV, as they may be amended.
94. The owner(s) of record, their legal representative or their heirs and assigns shall be notified by the Sexton or the Board of any infractions of these Rules and Regulations in writing at their last known address. The owner(s) or their representatives or heirs and assigns shall comply with the prescribed actions determined by the Board or Sexton to be necessary to correct the infraction. The matter may be made part of the agenda of the next regular meeting of the Board at which time the parties may present their positions. Following any such presentation, a decision by the Board regarding the matter shall be final and the parties shall abide by the terms of the decision within seven (7) days.