

# RULES AND REGULATIONS

## OF

# CHAPEL HILL MEMORIAL GARDENS

CURRENT EDITION ADOPTED BY THE BOARD OF DIRECTORS ON  
DECEMBER 27, 2023

### YOUR CEMETERY PLAN

Chapel Hill was incorporated in 1950 with a different plan than most cemeteries. One only has to look at the physical and financial condition of many cemeteries across the country to see that they were started and operated with little regard for the future. The founders of Chapel Hill wanted something better for the local community. Their efforts can be seen in four special areas:

**OUR DESIGN AND LAYOUT**, with bronze memorials flush with the lawn, beautiful garden statuary features and mausoleums, and an interment chapel, is specifically intended to offer comforting surroundings while ensuring efficient and cost effective maintenance of all the gardens. Plus, the natural landscaping, trees, shrubs and perennial plantings on level grounds present a spacious, planned appearance throughout the cemetery.

**MEMORIAL MARKERS AND BURIAL VAULTS** are integral parts of Chapel Hill that determine the foundation and character of the gardens. These items become permanent fixtures of the cemetery that represent a liability of care and maintenance for years to come.

Many years ago, memorials and vaults were available only through monument dealers and funeral homes. Today, these items can and should be purchased directly from Chapel Hill. This is a more efficient and cost effective system that keeps the profits in your cemetery. This money can then be used to benefit every lot owner by providing the best facilities and equipment, competent employees, and excellent maintenance of the gardens.

We have found that the best way to purchase memorials and vaults is before they are actually needed. This not only assures the best price for these items, today's price, but also helps the lot owner make rational decisions under relaxed "non-emergency" conditions. Chapel Hill offers complete pre-arrangement of cemetery services with payment plans available.

**OUR CHARTER**, includes two Care Fund Trusts; one required by Illinois State Law and the other voluntarily established by our founders. Both trusts are professionally managed and government audited. These funds are supported solely by the sale of burial spaces, mausoleum crypts and bronze memorial markers. Deposits into these funds can not be used according to state law, only the income can be utilized for maintenance of the cemetery and memorials.

**COMMITMENT** is also a major factor in the continued success of Chapel Hill. The cemetery has been locally owned, operated and maintained by the same family since its beginning in 1950. Having our own family and friends buried in Chapel Hill reaffirms our commitment to your family as well.

## **PURPOSE**

Every Certificate of Ownership issued to a purchaser in **Chapel Hill Memorial Gardens** contains a provision that the owner is subject to the Rules and Regulations then in force and which may be made in the future. These regulations are as binding upon the purchaser as though they were incorporated in the Certificate of Ownership.

**No Rule or Regulation has been made or will be made which is not designed to be of benefit to the owners collectively.** Experience has shown that the adoption and enforcement of the Rules and Regulations are necessary to secure uniformity, protect the interest of the owners and to preserve the beauty of the cemetery. **All persons** are required to obey the Rules and Regulations and are requested to report any infractions of them on the part of others.

**AUTHORITY:** Illinois Cemetery Law provides that every cemetery may make, adopt, and enforce Rules and Regulations for the care, control, management, restriction and protection of the cemetery and all parts thereof. It also provides for regulating the conduct of all persons on the cemetery grounds and for all other purposes deemed necessary for the proper operation of the Cemetery, and for the protection of the premises, the principles, plans and ideals on which the Cemetery was organized.

**AMENDMENTS:** These Rules and Regulations are subject to change, without notice, by the Board of Directors of Chapel Hill at any time.

**VARIANCES:** Special situations may arise in which enforcement of these Rules and Regulations may impose undue or unnecessary hardship. Exceptions may be granted when Chapel Hill, in its discretion, deems such action desirable or advisable. No exception shall be deemed a waiver of Chapel Hill's right to enforce these Rules and Regulations or as an abrogation of these Rules and Regulations.

## I. 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) "Burial" means the disposition of human remains by earthen burial in a grave.
- (b) "Care" means the general maintenance of a cemetery and of the lots, graves, crypts, niches, and memorials therein within the sole discretion of Chapel Hill; including cutting and trimming of lawn, shrubs and trees at reasonable intervals; keeping in repair the drains, water lines, roads, buildings, fences and other structures, in keeping with a well maintained cemetery; also overhead expense necessary for such purposes, including maintenance of machinery, tools and equipment for such care; compensation of employees, payment of insurance premiums, reasonable payments for employees pension and other benefit plans, and maintaining necessary records of Ownership, transfers and burials.
- (c) "Casket" includes a coffin and means a rigid container designed for the encasement of human remains and customarily constructed of wood or metal, ornamented and lined with fabric.
- (d) "Cemetery" means the burial ground commonly know as **Chapel Hill Memorial Gardens** including, without limitation:
  - (1) all land dedicated, reserved or used for interment purposes;
  - (2) all vegetation therein;
  - (3) all graves, mausoleums, crypts, columbaria, niches or other interment spaces therein;
  - (4) all memorials and works of art therein;
  - (5) all roads, walkways and other structures of every kind therein;
  - (6) all equipment and facilities incident to the operation of Chapel Hill;
  - (7) all public rights of way.
- (e) "Certificate of Ownership" means the document by which Chapel Hill conveys a right of interment, entombment, or inurnment.
- (f) "Community Mausoleum" means a structure, above ground, containing crypts and niches used or intended for use by members of the general public.
- (g) "Contractor" means any person, firm, corporation or anyone engaged in any work in the cemetery grounds, other than an employee of the cemetery.
- (h) "Crypt" means a space in a mausoleum used or intended to be used for the entombment of human remains.
- (i) "Entombment" means the placement of human remains in a crypt.
- (j) "Family (Private) Mausoleum" means a structure above ground, containing crypts, the use of which is restricted to a group of persons related to each other by blood or marriage.
- (k) "Family Burial Estate" means an area of lots the use of which is restricted to a group of persons related to each other by blood or marriage.
- (l) "Foundation" means the base or foundation upon which a memorial is installed.

- (m) "Grave" means a space of land in the cemetery used or intended to be used for the burial of human remains.
- (n) "Chapel Hill" shall mean CHAPEL HILL MEMORIAL GARDENS, FREEPORT MEMORIAL GARDENS, INC. or its assigns.
- (o) "Interment" means the burial, or entombment of human remains or the inurnment of cremated remains.
- (p) "Installation and Maintenance" means the preparation of the earth to place a memorial and the future maintenance of the foundation.
- (q) "Inurnment" means the placement of cremated human remains in an urn and a placement of such urn in a niche, crypt, grave or other suitable location in the Cemetery.
- (r) "Lot" means a grave, crypt, niche or plot.
- (s) "Maintenance" means the maintenance of the Cemetery as defined under Care.
- (t) "Memorial" means a bronze marker identifying a grave or graves; or a name plate identifying a crypt or niche.
- (u) "Monument" means a memorial made entirely of granite which is flush with the lawn or extends above the surface of the earth in upright form.
- (v) "Niche" means a space in a columbarium used or intended to be used for the inurnment of cremated remains.
- (w) "Owner" means the person or persons:
  - (1) to whom Chapel Hill has conveyed a right or rights of interment; or
  - (2) who have acquired such right or rights by transfer in accordance with these Rules and Regulations; or
  - (3) who hold such right or rights by inheritance.
- (x) "Plot" means two or more adjoining graves, crypts or niches.
- (y) "Special Care" means the care of a lot in accordance with specific instructions on the basis of an annual charge or to the extent of income derived from a special trust fund created by an Owner in accordance with Illinois law.
- (z) "Vault" means any container or enclosure which is placed in the grave around the casket to prevent the collapse of the grave and/or to protect the casket.

## II. GENERAL RULES

1. All lots in the Cemetery shall be owned and held subject to the laws of the State of Illinois and the Rules and Regulations of Chapel Hill now in force or hereafter adopted, whether or not the same appear in the Rules and Regulations annexed to the Certificate of Ownership to such lots or mausoleums. Lots can only be used for the interment of human remains. Chapel Hill reserves the right to compel all persons coming into Chapel Hill to obey all rules and regulations adopted by Chapel Hill. The rules and regulations are subject to change by Chapel Hill at any time and without notice to any Owner.
2. The Cemetery will be open and may be visited every day of the year from sunrise to sunset. The Cemetery office will be open weekdays from 8:00 A.M. to 4:00 P.M. and Saturday until 12:00 Noon, closed Sundays and major holidays with the exception of Memorial Day.
3. Chapel Hill reserves the right to exclude any or all vehicles from the grounds on Memorial Day or any other holiday or when any special event is taking place when it is deemed necessary for the safety of the public or private protection. Chapel Hill also reserves the right to exclude any vehicle which might in any way damage the roads within the Cemetery grounds. Vehicle weight limits may be imposed without notice at management's discretion.
4. Buses or vehicles of cumbersome description will not be allowed to enter the Cemetery except by special permission of Chapel Hill.
5. Chapel Hill is not responsible for theft or damage to anything placed on graves or lots.
6. All persons entering the Cemetery for whatever reason must display proper respect for the deceased and for the sacred burial grounds in which they are interred. **Touch nothing in the Cemetery that does not belong to you. This is the only safe rule to adopt in visiting the Cemetery.** Chapel Hill and its employees 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) Liquor or illegal drugs will not be permitted on the cemetery grounds at any time.
  - (b) Chapel Hill reserves the right to require all persons entering the cemetery to properly identify themselves and state their purpose for visiting the cemetery. Chapel Hill reserves the right to exclude anyone who is not an Owner or a relative of an Owner. No vehicle shall be driven in the Cemetery at a speed greater than 15 m.p.h. All vehicles shall be restricted to the Cemetery roads and shall drive and park on the right side of the road. No undue noise shall be permitted in operating a vehicle through the cemetery and only licensed drivers may operate vehicles within the Cemetery grounds.
  - (c) Soliciting work in the Cemetery by monument firms, outside contractors, peddlers or any other persons is prohibited. No signs, notices or advertisements of any kind shall be placed within the Cemetery, unless the same are placed by Chapel Hill or with its permission. Chapel Hill may remove and destroy any advertising without notice and without liability.
  - (d) All work and other activity must cease during the conducting of funeral services in the immediate vicinity of the grave, crypt, niche or chapel where the services are being held.
  - (e) Visitors may not throw or scatter papers or other material on the Cemetery grounds.

- (f) The taking of photographs or the making of films on the Cemetery grounds will not be allowed without a permit from Chapel Hill.
  - (g) Children under the age of fourteen years must be accompanied by an adult on the Cemetery grounds.
  - (h) No person or persons shall be permitted to bring or carry firearms within the Cemetery except for an employee of Chapel Hill, a sworn police officer or Military guard of honor during a Military Service, or those duly licensed under Illinois Law and with the approval of Chapel Hill.
  - (i) All persons are forbidden to break or injure any tree, shrub, or deface any landmark, memorial or any part of the Cemetery grounds. Vandalism of any kind to a Cemetery is now considered a felony under Illinois Law.
  - (j) No horseback riding is allowed except as authorized by Chapel Hill for purposes of an honor service. No other animals may be brought into the Cemetery unless kept in an automobile or are at all times under full control of their owners on a leash and properly maintained.
  - (k) No person shall enter or leave the Cemetery, except by use of the private entrances furnished by the Cemetery for the use of the public.
  - (l) Any person found on the grounds after closing hours as posted will be considered a trespasser.
7. In the event trees or shrubs shall by reason of their roots, branches or otherwise, become detrimental to adjacent graves or paths, or become unsightly or inconvenient and hazardous to visitors or employees of Chapel Hill; or if any memorial, mausoleum or any other construction situated on or near a grave is in a damaged condition, unsightly or in such need of repair as to cause a hazard or possible injury or danger to Owners, visitors or employees of Chapel Hill, Chapel Hill shall have the right to remove, repair or otherwise remedy the condition.
8. Chapel Hill 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 burial rights, and to substitute and convey in lieu thereof other interment property of similar nature and location insofar as is possible, or as may be selected by the Cemetery, or in the sole discretion of Chapel Hill, by refunding the amount of money paid on the account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, Chapel Hill reserves and shall have the right to remove and transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. Chapel Hill shall also have the right to correct any errors made by placing an improper description, including an incorrect name or date on the memorial.
9. 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 the grave or lot they are visiting is located, and Chapel Hill shall not be liable for any injuries sustained by any persons violating this rule.

10. Chapel Hill shall take reasonable precaution to protect Owners, and the property rights of Owners, within the Cemetery, from loss or damage, but Chapel Hill 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. Chapel Hill distinctly disclaims all responsibility for loss or damage from causes beyond its control. Persons entering the Cemetery grounds, or buying property therein, are mere licensees and assume every and all risks.
11. Chapel Hill shall not be liable for damage to or destruction of any memorial or structure on any lot 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, Chapel Hill may at any time thereafter, give a ten (10) day written notice of the necessity of repair or replacement to the Owner of record by United States Mail at the Owner's last known address. If the Owner fails to contact Chapel Hill in the period specified, Chapel Hill may at its discretion make the necessary repairs and charge the expense to the Owner, but nothing herein shall obligate Chapel Hill to render any such service.
12. Unless in compliance with other requirements of these Rules and Regulations as set out in Article VII herein, all labor and equipment for interments, disinterments, entombments, inurnments and excavations for memorials shall be performed solely by Chapel Hill at the expense of the Owner, who shall pay the same in advance. Due to the requirements for the health and safety of Chapel Hill's employees in performing their duties of placing the casket and human remains into a vault or crypt, the sealing of the vault or crypt, or in handling the equipment for the refilling of a grave, the family, friends and visitors, other than employees of Chapel Hill, will be asked to remove themselves 10 feet from the view of the grave or crypt when an interment or entombment is being completed.
13. Chapel Hill shall make the final determination as to the grading of a grave, and all construction erected thereon shall be in conformity therewith.
14. For the purpose of performing work on any lot or other part of the Cemetery, including the making of interments, disinterments, excavations for any other purpose, or for repairs or improvements, Chapel Hill reserves the right temporarily to enter upon and use adjoining areas, including lots or graves, to receive machinery and other materials as may be necessary to perform all the work in connection therewith and shall restore such area as quickly as possible.
15. Chapel Hill 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 – within limits set forth by Illinois Cemetery Law. It also reserves easements and rights of way under, through and over the Cemetery grounds and any and every part thereof for the purpose of laying, maintaining, operating or changing pipe lines, conduits, gutters and/or drains for water systems, drainage, electric or communication lines or for any other purpose. The cemetery reserves for the benefit of those lawfully entitled thereto, a perpetual right of ingress and egress over any and all lots in the Cemetery for the purpose of passage and re-passage to and from lots and other parts of the Cemetery.
16. No memorial, tree, plant, object or embellishment shall be altered or removed from a lot, grave or crypt except by the Cemetery.

17. All charges of Chapel Hill must be prepaid. No interment or disinterment will be permitted and no memorial or embellishment placed upon any lot, grave, crypt or niche against which there is any charge of Chapel Hill due and unpaid. All charges for work shall be posted in the Office of Chapel Hill and shall be final. Chapel Hill shall have the right to revise its charges from time to time.
18. Violators of the Rules and Regulations of Chapel Hill 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 these Rules and Regulations may be excluded from the Cemetery.

### III. RIGHTS OF OWNERS

19. **RIGHTS OF INTERMENT:** Interment rights can be purchased in Chapel Hill only with the written approval of Chapel Hill subject to the Rules and Regulations of Chapel Hill now or hereafter adopted by Chapel Hill and for the purpose of interment only. This provision applies to all sales whether made directly by Chapel Hill or sales made by Owners. Chapel Hill reserves the right to refuse to sell property or to inter the remains of any treasonable, criminal or immoral person, and in such event, the only liability upon Chapel Hill shall be the amount paid by the purchaser to Chapel Hill if, in fact, a purchase had been made.

A right of interment is an easement in a specific location. All rights of interment in the Cemetery whether conveyed or transferred shall be held subject to (a) all applicable laws and governmental regulations; (b) the franchise, charter, certificate of incorporation, or other documents establishing Chapel Hill; (c) All bylaws and Rules and Regulations adopted by Chapel Hill.

20. **RECORD OWNER:** The individual(s) named in the Certificate of Ownership issued and of record will be presumed to be the Owner(s) of the Right of Interment unless the Cemetery receives written notice to the contrary. It shall be the duty of the Owner(s) to notify Chapel Hill of any change in the Owner's post office address.
21. **FORM OF OWNERSHIP:** A Certificate of Ownership may be issued to an individual, to husband and wife as tenants by the entirety, or as joint tenants.
22. **VESTED INTERMENT RIGHTS:** A vested right of interment is one in which the individual holding it has a superior right to its use which is not defeasible by anyone other than the Owner or someone else who has a similar vested right. The spouse, children and parents of the certificate Owner of record of more than one interment right have vested rights. The spouse of an Owner has a vested right of interment in the space superior to any other person even if they became the spouse after the rights were acquired. No transfer or other action of the Owner without the written consent of the spouse of the Owner divests the spouse of a vested right of interment.

A vested right of interment may be released by waiver, terminated upon the interment elsewhere of the remains of the person in whom vested, or in the case of a spouse by divorce, unless it is otherwise provided in the divorce decree. No vested right of interment gives the right to be interred where any deceased person having a prior vested right of interment has been interred, nor does it give the right to have the remains of more than one deceased person interred in a single interment space in violation of these rules and regulations.



23. **FAMILY AREAS:** When an interment of the Owner or a member of his family has been made in a plot, thereafter, unless Chapel Hill is otherwise directed in writing by the Owner, the plots shall be held as the family plot of the Owner and no rights of interment therein may be transferred to non-family members unless such disposition was made by the Owner in a will by a specific devise, or by written declaration filed and recorded prior to his death in the office of Chapel Hill. In a family plot, the following shall have preference as to use:
- (a) One right of interment may be used for the Owner's interment;
  - (b) One right of interment may be used by the Owner's surviving spouse, if any, who has a vested right of interment in it;
  - (c) If any rights of interment are remaining, the parents and children of the deceased Owner, in order of death, may be interred without the consent of any other person claiming interest in the rights;
  - (d) If no parent or child survives, the right of interment goes in order of death, (a) to the spouse of any child of the record-Owner, and in order of death, (b) the next heirs at law of the Owner or the spouse of any heir at law.
24. **TRANSFER BY ESTATE:** If no interment is made in an interment lot which has been transferred by Certificate of Ownership to an individual owner, or if all remains previously interred are lawfully removed, upon the death of the Owner, unless they have disposed of the lot, either in their will or by written declaration filed and recorded in the office of Chapel Hill, the lot descends to the heirs at law of the Owner subject to the rights of interment of the decedent and their surviving spouse. The disposition of the remaining spaces in said lot by will may be either by specific devise or residual devise of the lot. For the purpose of legal transfer by Certificate of Ownership, Chapel Hill will interpret wording such as "all the rest and residue of my estate" or the term "property" real or personal to include interment privileges in the said lot. Unless there is language to indicate a different intention it will be presumed that testator intended to include such interment privileges in the bequest or devise of other property. An individual or joint tenant property owner may create a remainder estate in an interment lot by the inclusion in the Certificate of Ownership of an additional name owner. This provision is added to preclude the abandonment of interment property, so that at the time of death of the original Owner or Owners there are unused interment spaces, title to remaining space or spaces shall vest in the person named to receive such remainder. Such remainder ownership shall be subordinated to the interment rights of the original Owner or Owners and shall be effective only if there are unused interment spaces at the time of death and interment of original Owner or Owners.
25. **JOINT TENANTS:** Upon the death of a joint tenant, the title to any lot held in joint tenancy immediately vests in the survivors, subject to the vested rights of interment of the remains of the deceased joint tenant.
26. **MULTIPLE OWNERS:** When there are multiple Owners of rights of interment, they may designate one or more persons to represent their interests by filing written notice with Chapel Hill. In the absence of such designation no one shall be interred in any lot in which they have no interest, without the written consent of all parties who have an interest in the lot and Chapel Hill.
27. **AFFIDAVIT REQUIRED:** Chapel Hill is authorized to permit the use of an unused interment right by a person entitled to its use if it receives an affidavit by a person having knowledge of the facts setting forth: (1) the fact of the death of the Owner and the name of the person or persons entitled to the use of the right of interment; or (2) the fact of the death of a joint tenant, proof of the identity of the surviving joint tenants or their successors in interest, and the written direction of the surviving joint tenants or their successors in interest

28. **RESTRICTIONS ON TRANSFER:** Subject to these Rules and Regulations and the Laws of Illinois, interment rights are freely transferable. Upon the receipt of written instructions or a certified copy of a will containing specific devises from the deceased Owner of record, Chapel Hill shall, however, restrict interments to the persons designated in the authorization or devise. No transfer of a family burial estate will be accepted by Chapel Hill after interment of the original Owner or Owners, except for the interment of family members, or others as designated in writing or by a will by the Owner or by court order.
29. **RESTRICTIONS ON ASSIGNMENTS:** No transfer or assignment of any right of interment, or interest therein shall be valid until accepted in writing by Chapel Hill on Chapel Hill's forms and recorded in the books of Chapel Hill. The right or interest must be re-conveyed to Chapel Hill; Chapel Hill shall then issue a "Certificate of Ownership" to the new Owner. Chapel Hill may also refuse to consent to a transfer or to an assignment as long as there is outstanding any portion of the purchase price or the deposit required to be made to Chapel Hill's care fund due from the record Owner. Under Illinois Law Chapel Hill is required to collect an additional care fund deposit for all transfers of rights of interments or interest therein to anyone other than a spouse, parents, grandparents, children and siblings of the transferor. This procedure is required in order that Chapel Hill may at all times have a complete and accurate record of all Owners and Purchasers. It shall be the duty of the Owner(s) to notify Chapel Hill of any change in the Owner's post office address. Any notice sent to an Owner at the last address on file will be considered sufficient and proper legal notification for all purposes whether or not such purposes be specified in these Rules.
30. **TRANSFER CHARGES:** Chapel Hill may fix a reasonable charge for all transfers of Ownership, lots, vaults, bronze memorials, crypts or niches. No transfer of Ownership shall be complete or effective until all charges are paid.

#### IV. INTERMENTS

31. No interment shall take place without an Interment Authorization signed in the office of Chapel Hill by the person or persons authorized by law and/or by the lot owner or owners. The same shall designate the location of the lot to be used. Chapel Hill must also be in receipt of a burial permit issued by the attending funeral home/director prior to interment. Chapel Hill shall be entitled to rely on the accuracy of the information set forth in such Authorization and permit, and shall not be liable for any error therein contained, or as to the identity of the person whose remains are to be interred.
32. An Interment Authorization may, at the option of Chapel Hill, be received by fax or email only in extreme circumstances, from the Owners or their assigns of record at the Cemetery office. If other than the Owner or their assigns make the interment arrangements by fax or email, then an "Authority to Inter" form furnished by the Cemetery or a notarized statement signed by the Owner giving authorization to inter must be delivered to the Cemetery prior to the time of actual interment. Chapel Hill shall not be responsible for any error that may be made in accepting a faxed or emailed Authorization. Chapel Hill may at its discretion request an Owner to make all interment arrangements at the Chapel Hill office.
33. Authorizations for interment must be received at least 12 working hours prior to interment, and the following information furnished: (a) name and age of the deceased; (b) lot, section and grave number; (c) name of Owner of interment space; (d) name of funeral director; (e) exact size of burial container; (f) date of interment and time of arrival at the Cemetery; (g) name, signature and address of the authorizing next of kin or agent; (h) all relevant expenses

for interment. Exceptions to this rule will be made only when so ordered by the authorized officers of the Cemetery.

34. Grave location must be approved by the Owner or his authorized representative in writing on the Cemetery's "Interment Authorization" form. This authorization shall be kept as part of the Cemetery permanent records.
35. No interment will be permitted beneath any path, walk or road, whether shown on the maps of Chapel Hill or actually in existence. Chapel Hill reserves the right to decide the depth and size that a grave shall be dug in the earth, subject to legal and health requirements.
36. All funerals upon reaching the Cemetery shall be under the supervision of Chapel Hill. Chapel Hill shall have the right to refuse to proceed with the interment unless the funeral is accompanied by a duly licensed funeral director. Before the interment may proceed, such funeral director must register at the Cemetery office and deliver all necessary permits and authorizations.
37. No casket may be opened, or reopened, and no items removed without the specific written order of appropriate civil authority, or by authority of an officer of Chapel Hill.
38. The Cemetery shall not be liable for any delay in interment where its Rules and Regulations have not been complied with, or where unforeseen underground obstructions may be encountered, or where a protest has been made, or for adverse weather conditions or for other acts of God or circumstances beyond the Cemetery's control. In which event, Chapel Hill reserves the right to have the casket or urn returned to the funeral home or placed in an appropriate secure facility until the situation is resolved or the rights of the parties involved have been determined. Cemetery will not be responsible for costs incurred.
39. Only one interment shall be permitted in each grave or crypt, except when allowed by Cemetery officers for situations such as two small children interred at the same time, use of a double depth crypt, interment of no more than two cremated remains, or interment of one casket and one cremated remains.
40. Scattering, dumping or abandoning of cremated remains over the Cemetery or over a specific lot is absolutely not permitted. If cremated remains are discovered, the Cemetery shall have the right to recover the remains in whatever means best available. The recovered remains will be turned over to the local health department and/or the County Sheriff for investigation.
41. The use of a vault is required for all burials including cremated remains. The requirement of such a container is not solely for purposes of protection from the environment, but to insure against cave-in, so that the cemetery grounds shall remain safe for maintenance and ingress and egress. All vaults shall be of two (2) piece construction with concrete and steel reinforcement and shall not exceed thirty-six (36) inches in width for interment in one grave. The use of two graves will be required if a larger vault is needed. The use of grave boxes, sectional vaults, combination casket-vaults or any vault made of a lightweight material is strictly prohibited. A combination casket-vault will be allowed for interment of an infant. Chapel Hill reserves the right to refuse to install any vault which may be damaged or have visible defects, or any vault which does not meet the minimum standard requirements of weight and thickness required of vaults furnished by the Cemetery. All setting and installation of vaults must be done by Cemetery workmen and using Cemetery equipment. A reasonable charge will be made for this installation. All vaults will be delivered to a designated location and at a time that does not interfere with funerals.

42. Tents, artificial grass, lowering devices, and other equipment owned by Chapel Hill, shall be used exclusively in making interments and disinterments, and will be overseen and completed by the Cemetery's competent and trained employees.

## **V. CEMETERY MAINTENANCE**

43. The term "maintenance" refers to the maintenance of the Cemetery in its entirety. It shall consist, among other things, of the general maintenance of the public walks and roads in the Cemetery, the general maintenance of the Administration Building, garages, fences, equipment and records used in the proper administration, protection and operation of the Cemetery.
44. The net income from the endowment care fund shall be expended by Chapel Hill in such manner as will, in its judgement, be most advantageous to the owners as a whole, and in accordance with the purposes and provisions of the laws of the State of Illinois applicable to the expenditure of the funds. Chapel Hill is hereby given the full power and authority to determine upon what property, for what purpose and in what manner the net income from said funds shall be expended, and it shall expend the net income in such manner as, in its sole judgement, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the cemetery grounds, mausoleum or columbarium. To the extent net income is available in excess of the general care costs, Chapel Hill may use that income for record maintenance, accounting expenses, attorney's fees and other expenses required for the protection of the endowment funds and preservation of the legal rights of Chapel Hill.

## **VI. CARE AND CARE FUNDS**

45. The entrance to every lot must at all times remain unobstructed. No entrance sills or enclosures of any kind, including, without limitation, beds of stone, concrete, metal or plastic, hedges, shrubs, posts, bars, chains and rails shall be permitted on graves or plots. Grave mounds will not be allowed and no lot shall be raised above the established grade.
46. No plantings or digging of holes by other than Chapel Hill's employees will be allowed in the cemetery at any time.
47. All persons are strictly prohibited from picking flowers (except in designated areas), removing turf, trees or shrubs, or in any way alter or mark any property within the Cemetery not specifically belonging to them, or in any way deface the Cemetery grounds.
48. Chapel Hill assumes no responsibility for vase units that are in the upright position during the winter months.
49. Any planting, decoration or other object(s) placed on or above a grave or lot shall be removed, when in the judgement of management such action is warranted and in the best interest of the Cemetery. Holders containing flowers or other decorations will be removed as soon as the flowers fade and wither and the right is reserved by Chapel Hill to make such removal. Chapel Hill shall not be responsible for the holder by said removal.
50. No money shall be paid the attendants on the grounds. The entire time of the persons regularly employed on the grounds belongs to Chapel Hill. Visitors and Owners must not otherwise engage them. All orders, inquiries and complaints must be left at the office.

51. Subject to the requirements of the Rules and Regulations, an Owner or his duly authorized representative may perform minimum care of an interment space, such as removing any weeds or loose grass. All rubbish made by such Owners or other representatives must be removed by them immediately after completion of the work to such places of deposit as may be provided. In the event this Rule is violated, Chapel Hill may, upon giving five days written notice by regular or certified mail to the Owner at his last known address, remove such rubbish at the expense of the Owner.
52. The general care of the entire Cemetery grounds and lots is assumed by the Cemetery under the provisions of a Care Fund Trust Agreement. General care does not include any special care. Estimates for any special care or work will be made by Chapel Hill upon application, and charges for the work must be paid in advance.
53. Chapel Hill has established and maintains Endowment Trust Funds. The funds are administered by Chapel Hill according to Illinois Law. The principal of the funds shall be invested according to Illinois Law and the income may only be used for the care, maintenance and embellishment of the Cemetery in accordance with Illinois Law and the resolutions, by laws or other actions or instruments of Chapel Hill and for no other purpose.
54. The amount to be collected from each purchaser of a cemetery lot, lawn crypt, mausoleum or columbarium shall be equal to, or more than, the minimum amount required by Illinois Law.

## **VII. OUTSIDE CONTRACTORS**

55. All outside contractors performing work on the Cemetery grounds shall present and file at the Cemetery office a surety bond from a responsible insurance company authorized to do business in the State of Illinois, in the amount of \$1,000,000, containing an automatic cancellation notice to Chapel Hill, guaranteeing to indemnify the Cemetery or lot owner for any damage caused to any lot or to the property of the Cemetery.
56. In addition to the foregoing, all outside contractors shall file adequate certificates issued by responsible insurance companies authorized to transact business in the State of Illinois evidencing a minimum of \$1,000,000 coverage for public liability and property damage and Workmen's Compensation.
57. All contractors employed in any capacity must give notice at the Cemetery office before beginning work, stating the kind and style of work to be done. All required authorization forms must be signed in the office of Chapel Hill by the lot owner of record for any such work and the same shall first be approved by Chapel Hill. All fees owed to Chapel Hill must be paid in full before any work is to commence.
58. Prior to initiating or beginning any type of service or work on the Cemetery grounds, all outside contractors shall secure an authorization permit from Chapel Hill. This permit will be valid per work order only and will be issued within three working days of compliance with all requirements in these Rules and Regulations. Anyone found performing work on the cemetery grounds without this permit will be considered trespassing and will be subject to immediate removal from the grounds and will be banned from any further work in the cemetery.

59. **All work shall be completed in accordance with the standards, specifications and quality of work as that performed by the Cemetery's employees. The detailed standards and specifications are available at the Cemetery office and will be considered as binding as if included in these Rules and Regulations. Chapel Hill reserves the right to change these standards and specifications from time to time. All work shall be inspected by an employee of Chapel Hill and a reasonable inspection fee shall be paid by said contractors to the Cemetery.**
60. No contractor or other person, with the exception of Cemetery employees, will be permitted to work in the Cemetery on Saturdays or Sundays, legal holidays, or before 9:00 A.M. on weekdays, and all workmen must leave the Cemetery grounds no later than 4:00 P.M. Scheduling of work will be at the discretion of Chapel Hill management and will not be allowed to interfere with funerals or necessary operations of the cemetery.
61. All workmen of contractors are subject to the supervision of the Cemetery and any workman failing to comply with these Rules and Regulations will not be permitted to work in the Cemetery.
62. No materials may be brought or delivered into the Cemetery until a written permit is obtained from the Cemetery office, and said permit is to be exhibited whenever demanded on the Cemetery grounds by an employee.
63. Chapel Hill in no event assumes any liability to anyone by reason of its granting approval to any outside contractor to perform work at the Cemetery. If in the opinion of Chapel Hill any work or material furnished shall be improper, it may reject the same; and if the work has already been done or the said material has been delivered, Chapel Hill may remove the same or, if in its opinion the same may be put in proper order, Chapel Hill may at its discretion put the same in proper order at the expense of the outside contractor. Chapel Hill may fix and collect from an outside contractor a reasonable charge for the use of the Cemetery roads and facilities.
64. If in the opinion of Chapel Hill it is necessary to make a survey before a contractor performs work or furnishes material, Chapel Hill may make a survey and may fix and collect from the contractor a reasonable charge. All corner stakes must be laid out by Chapel Hill and the grade of all lots will be determined by Chapel Hill. The contractor shall be governed thereby.
65. No work will be allowed to be left in an improper and unfinished state, and should such occur, Chapel Hill may complete or remove same at the expense of the Owner or the contractor.
66. No motorized equipment will be permitted within the sections without the specific consent of Chapel Hill.
67. If when making improvements some degree of obstruction to roads, avenues and paths becomes necessary, prior approval by Chapel Hill must be obtained, and the same must be as slight as possible. No unnecessary delay will be permitted after work has commenced.
68. Where heavy material is to be moved, planks must be laid on the paths or grass affected to protect them from damage. Determination of the requirement for planking will be made by Chapel Hill.
69. No work will be permitted during inclement weather, the same will be determined at the sole and absolute discretion of Chapel Hill management.

## **VIII. DISINTERMENTS**

70. No disinterment will be permitted without the proper state and local permits, the consent of Chapel Hill, the Owner of the lot and all other persons whose consent may be necessary or advisable under the laws of the State of Illinois. Chapel Hill may, in its sole and absolute discretion, require that in addition to such consents an order of the Courts also be obtained.
71. Chapel Hill shall under no circumstances be held liable in case of disinterment or removal where it acts upon the written order of a person claiming to have the authority to give such order.
72. All disinterments must be made by Chapel Hill and all charges in connection therewith, including unpaid arrears pertaining to the lot, if any, shall be payable in advance before a disinterment shall be permitted.
73. The date of a disinterment shall be determined solely by Chapel Hill.
74. When a removal is to be made from a single grave to another grave, the formerly occupied single grave space and all rights therein revert to Chapel Hill, unless both spaces involved are owned by someone else other than Chapel Hill. If the vault is to be moved to another cemetery, arrangements for moving the vault from Chapel Hill to the reinterment location must be made by someone other than Chapel Hill. Chapel Hill shall exercise the utmost care in making a disinterment, but it shall assume no liability for damage to any casket or burial case or urn. Chapel Hill's disinterment charge shall be an amount posted in Chapel Hill's office, payable in advance. Applications for disinterment must be signed by the next of kin and properly notarized prior to the time of disinterment.

## **IX. MEMORIALS**

75. The marking of each grave shall be made only with bronze memorials mounted to granite foundations placed flush with the lawn and at the head of graves.
76. Chapel Hill reserves the right at all times to prescribe the kind, design, size, symbolism, craftsmanship, quality and material of all memorials, inscriptions or markers placed in the Cemetery.
77. The charges for building foundations and the installation of all memorials shall be reasonable, uniform and published. The Owner shall pay the fair and reasonable cost of the memorial foundation, and the charge for service, installation and continual care to Chapel Hill in advance of the work to be done. The installation and continual care charge shall be based on the square inch area of the memorial.
78. The consent of the Owner of the lot or next of kin or person authorizing the interment will be required for placing of any memorial, but the Cemetery shall incur no liability for failure to receive such consent.

79. The name or inscription of each memorial must correspond with the name and record in the office of Chapel Hill, and no change shall be made thereon except upon request of the proper parties and by permission of Chapel Hill.
80. No memorials may be installed by Chapel Hill until the charges due for installation and any balance due for the lot, vault or interment fee has been paid in full.
81. No Owner shall erect or place, or cause to be erected or placed, any memorial until it is first approved by Chapel Hill.
82. Chapel Hill reserves and shall have the right to correct any error that may be made by its employees or persons in the location or placing of a memorial in the Cemetery.
83. Chapel Hill will exercise all possible care to protect raised lettering, décor or emblems on any memorial on any lot. Chapel Hill will not be responsible for any memorial damage that is not the direct result of gross negligence on the part of its employees.
84. Only best quality memorials of bronze shall be permitted and are limited to tablets set flush with the turf and of such dimensions, materials, design, finish and construction as designated by Chapel Hill. To preserve uniform beauty all bronze memorials must meet the following specifications:
  - (a) Each casting shall be true, free from all weakening defects of any character, and also free from minor defects and imperfections which would be visible from a distance of three feet. All exposed surfaces must be smooth; no sand-like roughness will be permitted.
  - (b) All letters, numerals, ornamentation and insignia must be hand-chased, finely-buffed, highlighted, and an integral part of the memorial. Vases shall also be an integral part of the memorial or memorial foundation. Separate vase or vase with foundations are not permitted. Backgrounds shall be of sculptured texture. Backgrounds shall be finished in medium-dark statuary bronze color, secured by chemical means through the formation of cuprous oxide and cupric oxide on the background surface. No sulfide finishes or painted or pigmented lacquer finishes will be permitted.
  - (c) Each memorial shall be cast with integral bosses on the back in locations specified by Chapel Hill with a minimum of four (4) lugs per individual memorial and five (5) lugs per companion memorial. The bosses shall be drilled and tapped to receive 3/8" diameter brass anchor lugs of a minimum 6" in length, these anchor lugs to be supplied to the Cemetery with the memorial.
  - (d) All memorials must be mounted to a granite foundation that provides a minimum border of two (2) inches and a maximum border of 2 ½ inches around the perimeter of the memorial. The beveled edge of the foundation shall not exceed ¼ of an inch in width or ¼ of an inch in radius. Each granite foundation must have smooth sawn sides perpendicular to its face with a four (4) inch minimum thickness. Rock pitched sides are not allowed.
  - (e) All Owners or anyone duly authorized to act for, or in behalf of an Owner of interment rights, before ordering any memorial are required to secure from Chapel Hill written approval of design, size and lettering style.



(f) All memorials and foundations must be inspected by Chapel Hill before acceptance for installation, and Chapel Hill reserves the right to reject any which do not comply with these requirements.

(g) The alloy of the bronze shall consist of:

Not less than .....87% Copper

Not less than .....5% Tin

Not less than .....2.5% Lead

Not less than .....5% Zinc

All other elements in total not to exceed 1%

All virgin metals must be used and mixed to a uniform alloy at proper temperature. The Cemetery reserves the right at any time to require a chemical analysis by the manufacturer.

85. The following bronze memorial sizes only are specified for use at Chapel Hill:

(a) Infant Memorial: 12" x 12" Heart, 22" x 10", 24" x 12", 24" x 14".

(b) Individual Memorial: 24" x 12", 24" x 14", 32" x 13".

(c) Companion Memorial: 36" x 13", 44" x 14", 56" x 16", 60" x 20".

(d) Companion Memorial for a single space: 24" x 14", 32" x 13".

Special cases may arise in which the above specified sizes and rules are not applicable. In this event, the determination will be made upon application with Chapel Hill.

86. Only one memorial will be permitted on a grave space. No memorial may be set to embrace two or more spaces except if it is a companion memorial. Multiple memorials on one foundation are not permitted.

87. All memorials shall be set on uniform lines as prescribed by Chapel Hill to conform to the general plan of the Cemetery.

88. Except as otherwise provided in Article VII hereof, Chapel Hill reserves the exclusive right to do all grading; landscaping; excavating; installing of foundations, walks and curbs; installing of memorials; setting and sealing vaults, crypts, niches; making of interments, disinterments, entombments, inurnments and removals (including all openings, fillings and closing of interment spaces with its equipment – including but not limited to its tents, artificial grass and lowering devices); to care for any crypt or niche; and to plant all trees and plants of any and several kinds.

89. Application for installation of a memorial and the approval thereof by Chapel Hill shall be made in writing on Chapel Hill forms and signed by the Owner with their address and cemetery location. Such application shall be supported by the design, specifications, blueprints, details, warranty and guarantee as to replacement and maintenance as is required by Chapel Hill. No memorial shall be installed without a setting order signed by the Owner and approved by the authorized officers of Chapel Hill.

90. Other than those who comply with Article VII hereof, all markers or memorials shall be installed by Chapel Hill at the cost of the Owner, and Chapel Hill shall assume responsibility of the proper installation of such marker or memorial, but Chapel Hill shall not be liable for any defective materials or workmanship beyond replacement or repair of such defective materials as have been furnished by Chapel Hill.
91. Should any memorial become unsightly, dilapidated or a menace to visitors, or not be in compliance with these rules and regulations, Chapel Hill shall have the right either to correct the condition or to remove the same at the expense of the Owners.
92. All agreements for the purchase of a memorial from Chapel Hill must be on Chapel Hill's forms. All terms and conditions for the purchase of the memorial must be recited in the purchase agreement. When the marker or memorial is purchased through Chapel Hill, the installation, foundation and continual care charge shall be included in the purchase contract. The installation and continual care charge shall each be on the basis of such amount per square inch of the marker or memorial. All final date expenses are not included on the memorial agreement and shall be completed under separate agreement.
93. The charges for building foundations, installation, maintenance, and continual care of all memorials shall be reasonable and uniform. They shall be posted at the Cemetery Office, and from time to time they will be subject to change. The charge for the above will be assessed on all memorials placed in the cemetery whether purchased from Chapel Hill or an outside source. The portion of this charge that is paid to Chapel Hill for continual care shall be deposited by Chapel Hill into Chapel Hill's care fund. No memorial may be installed until the charges due to Chapel Hill for its installation and continual care have been paid in full.
94. No memorial may be installed in Chapel Hill, unless the manufacturer thereof has first been approved in writing by the Cemetery and such manufacturer, or the retail dealer of its product, will guarantee replacement, at its expense, in the event of defective material, workmanship, or premature discoloration when exposed to the elements.
95. Orders for government markers will not be approved by Chapel Hill until a setting order has been signed by the next of kin of the deceased veteran. Only 24" x 12" bronze government issued Veteran markers will be accepted by Chapel Hill. Special installation and foundation requirements may be needed for veteran's memorials. These specifications will be made available upon request.
96. If any memorial or any structure whatsoever, or any inscription to be placed on same, shall be determined by Chapel Hill to be offensive, Chapel Hill shall have the right and it shall be its duty, to enter upon such lot and remove, change or correct the offensive or improper object or objects.
97. The only temporary memorial that shall be permitted in the Cemetery will be that as placed by Chapel Hill, based on availability, for those waiting delivery of the permanent memorial from the fabricator and the installation thereof. The temporary memorial will identify the gravesite.

## **X. DECORATION OF PLOTS**

98. Chapel Hill reserves the right to regulate the method of decorating plots, lots, graves and mausoleum in the Cemetery so that a uniform beauty may be maintained.
99. All flowers shall be placed in flower receptacles approved by Chapel Hill. The flower receptacles shall be of approved materials, design and size. When not in use, a flower vase on a grave shall be contained in its own receptacle and when stored shall be set flush with the level of the lawn. All flower receptacles shall be set within uniform lines as prescribed by Chapel Hill.
100. No shells, stones, pebbles, etc. may be used to decorate graves or plots. No glass jars, bottles, tin cans, crockery, exposed wires or shepherd's hooks are permitted
101. Lot Owners or their next of kin shall be prohibited from placing sand, soil or any other like material in the flower receptacle that may cause damage or discoloration to the memorial or impede the drainage of the lower flower receptacle as provided in the installation of the memorial.
100. To ensure continued beautification and care of Chapel Hill, placement of grave decorations will be subject to the following:
- (a) Cut flowers are welcome all year long in the memorial vase.
  - (b) Artificial flowers in the memorial vase are allowed from October 1st to June 25th.
  - (c) Potted plants and any extra decorations outside the vase are only permitted 3 days prior to 3 days after any nationally observed holiday.
  - (d) From June 26th to September 30th only cut flowers are allowed in the vase.
  - (e) All other decorations, consisting of baskets, wreaths, grave blankets, etc., are only allowed from November 1st to March 14th.

All decorations, except for cut flowers, will be removed from the cemetery on March 15 (subject to weather conditions) and on June 26th. Lot Owners should remove any decorations they wish to keep before these dates. Decorations that remain on the Cemetery grounds on these designated dates will be considered for disposal.

101. Chapel Hill shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind, from the plot as soon as, in Chapel Hill's judgement they become unsightly, dangerous, detrimental, or diseased, or when they do not conform to the standards maintained. Chapel Hill shall not be responsible or liable for floral pieces, baskets or frames in which such floral pieces are attached beyond the acceptance of such floral pieces for funeral services held in the Cemetery. Chapel Hill shall not be responsible or liable for those decorations damaged by the elements, taken or damaged by thieves or vandals, or by any other causes beyond Chapel Hill's control.
102. Chapel Hill reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, or plants of any kind, unless Chapel Hill gives its consent. Chapel Hill shall have the right to protect the life of existing trees in the Cemetery that may be part of a plot. There could be situations where Chapel Hill shall prohibit the making of an interment in order to protect the life of a tree either on the plot or immediately adjacent thereto. In the event a tree located on a plot becomes diseased and must be removed, Chapel Hill reserves the right to replace the tree in the same locations as removed.

## **XI. MAUSOLEUM AND CREMATION NICHES**

103. In order to preserve the facing of the Mausoleum, among other reasons, all crypts and niches will be opened and closed only by Chapel Hill. For safety and health reasons, all human remains entombed in the Mausoleum at Chapel Hill shall be embalmed.
104. One entombment or two cremated remains will be allowed in any single crypt, and one urn per niche. In all entombments to be made in a mausoleum crypt, the casket dimensions shall not exceed two (2) feet in height, two (2) feet and six (6) inches in width, and seven (7) feet and three (3) inches in length. Chapel Hill reserves the right to approve any casket or casket attachment that may impede placement, and/or to charge additionally if any oversized crypt is needed and/or to refund the original selling price of said crypt.
105. No special memorials or plaques will be permitted on the Mausoleum. All crypt and niche fronts will have the name of the deceased, the date in uniform styling in conformity to that designated for the mausoleum, and no other lettering or designation will be permitted without specific approval of the management, except for an approved insignia or emblem or a recognized religious or fraternal sect which must first be approved by the management.
106. No flowers, flags or religious symbols or ornamentation of any type will be permitted on any crypt or niche face, except as provided in #105 above.
107. Only approved flush vases or ornamentation will be permitted to be set in a designated location for the benefit of the exterior crypts and niches. All wilted flowers or plants will be removed by Chapel Hill as will all vases or ornamentations not approved by Chapel Hill or located in an area outside of that designated by Chapel Hill. Decoration dates will also apply to crypts and niches as previously stated in paragraph #100.
108. All rules and regulations heretofore set forth shall apply equally to the mausoleum and columbaria except where said rule is obviously inappropriate or where specifically deleted or superseded by an applicable regulation pertaining to mausoleum and columbarium use.
109. No entombment or inurnment shall be permitted until the entire crypt or niche is paid in full unless this rule is specifically exempted by Chapel Hill.
110. All work of every type, including inscriptions, openings and closings, performed in the Mausoleum and Columbaria shall be done by the employees of the Cemetery, at a reasonable charge, determined by the Management.
111. A deposit shall be made in Chapel Hill's general care fund in an amount no less than that required by Illinois Law for each crypt or niche space purchased.

## **XII. MODIFICATIONS AND AMENDMENTS**

112. These rules and regulations were originally adopted by the Board of Directors of Freeport Memorial Gardens, Incorporated on October 26, 1950 and updated by the Board on December 8, 1958; August 31, 1965; January 1, 1968; April 30, 1980; August 4, 1982; April 27, 1999; and December 27, 2023. Because of continuing changes in customs, practices, economic conditions, and products, Chapel Hill may, and 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. Chapel Hill further reserves the right to modify and change all prices referred to herein without notice.

113. A copy of the current Rules and Regulations and price list will be available for inspection in the Office of Chapel Hill during regular office hours. In order to prevent confusion and misunderstanding as to which Rules and Regulations are current, copies of the Rules and Regulations shall remain on the Cemetery premises. An information pamphlet summarizing these Rules and Regulations shall be available to the general public.
114. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. Chapel Hill, therefore, reserves the right, without notice, to make exceptions or modifications in any of the Rules and Regulations when, in its judgement, the same appear advisable; and such exceptions or modifications shall in no way be construed as affecting the general application of such.
115. If any section, subsection, paragraph, clause or provision of these Rules and Regulations shall be adjudged invalid, such adjudication shall apply only to the provision so adjudged, and the rest of these Rules and Regulations shall remain valid and effective.