

**Casper Creek Natural Cemetery, Inc.
Rules and Regulations**



I. Mission Statement

The mission of the Casper Creek Natural Cemetery, Inc. is to deliver caring and respectful conservation burial services of the highest quality to individuals and families while at all times preserving and protecting the Conservation Values of the Cemetery Burial Grounds and of areas surrounding in cooperation and partnership with the Jo Daviess Conservation Foundation, Inc.

II. Purpose and Operation of Rules and Regulations

These Rules and Regulations have been adopted by CCNC for the mutual protection of every Certificate Holder and their heirs and assigns and personal representatives and for the conservation and preservation of the natural environment and Conservation Values of the Cemetery Burial Grounds. All Certificate Holders and persons accessing the Cemetery Burial Grounds and all Interment Spaces and Interment Rights conveyed in all Certificates and all visitors, contractors, workers or volunteers performing work within the Cemetery Burial Grounds shall be subject to these Rules and Regulations as amended from time to time, and the reference to these Rules and Regulations in any Certificate or Contract shall have the same force and effect as if set forth in full in such document. CCNC shall have the right, but not the obligation, to enforce these Rules and Regulations and failure of CCNC or any agent or employee of CCNC to insist in any one or more cases upon the strict performance of any term, covenant or condition of these Rules and Regulations shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition. A current edition of these Rules and Regulations shall be kept on file in the CCNC offices available for public inspection during normal business hours and copies may be obtained by interested parties on written request and subject to payment of reasonable copying costs.

III. Terms and Definitions

Capitalized terms used and not defined in these Rules and Regulations shall have the meanings respectively ascribed to them below:

“At Need” means the purchase of Interment Rights and applicable associated Cemetery Services at or near the time (but not more than 120 days in advance of) need.

“Biodegradable” means an item that can break down into natural materials in the environment without causing harm and is capable of being decomposed by bacteria or other living organisms.

“Biomass” means organic matter usually comprised of wood chips or other similar material, used to create energy that aids in the decomposition process.

“CCNC” means the Casper Creek Natural Cemetery Company, Inc., an Illinois not-for-profit corporation and cemetery company having a principal place of business at 870 South Pilot Knob Road, Galena, Illinois 61036 and intending to submit application for exemption from federal income taxation under section 501(c)(13) of the Internal Revenue Code of 1986, as amended.

“**Cemetery Burial Grounds**” means the natural cemetery grounds containing approximately 16 acres located adjacent to the Casper Bluff Land and Water Reserve in Galena, Illinois.

“**Cemetery Register**” means the books for the registration of Transactions, applicable Plot numbers, and identities and contact information of Certificate Holders kept and maintained by CCNC at the CCNC business offices.

“**Cemetery Map**” means the most recent and updated map prepared by or on behalf of CCNC in accordance with paragraph 2a.(c) of the Cemetery Care Act, *760 ILCS 100/2a*, depicting and delineating the Plots, ashes scattering areas, paths, walkways, and memorials and their respective designations, together with the identities of decedents buried, interred or scattered within the Cemetery Burial Grounds, as maintained by CCNC and retained in the CCNC offices, all as required by the Cemetery Care Act, or successor enactment.

“**Cemetery Services**” means those services customarily performed by CCNC personnel in connection with a full body burial, ashes interment, or ashes scattering, as applicable, at the Cemetery Burial Grounds which may include prior consultations with CCNC staff, O&C, tent and seating set up and tear down at the grave site. Cemetery Services do not include purchase or supplying of “cemetery merchandise,” as that term is defined at section 4 of the Illinois Pre-Need Cemetery Sales Act, *815 ILCS 390/*.

“**Certificate**” means a written legal document executed by JDCF as property owner and acknowledged by CCNC conveying an Interment Right or Right of Access at the Cemetery Burial Grounds.

“**Certificate Holder**” means the individual or individuals set forth on the Cemetery Register as the persons recognized and treated as the lawful possessor of a Certificate.

“**Code**” means the Internal Revenue Code of 1986, as amended and any Treasury regulations promulgated or administrative determinations made thereunder.

“**Conservation Values**” means, with respect to the Cemetery Burial Grounds, certain educational, recreational, natural, scenic, open space, and cultural values referenced in the Cultural Conservation Easement.

“**Contract**” means the written, binding agreement between CCNC and a Purchaser by which CCNC provides Interment Rights or Right of Access and applicable Cemetery Services.

“**Cremains**” means the reduced remains of a single human body to sodium and calcium phosphate through the process of incineration by fire, alkaline hydrolysis, or similar.

“**Cultural Conservation Easement**” means that certain Grant of Cultural Conservation Right and Easement granted by JDCF as owner in fee of the Cemetery Burial Grounds in favor of the CCNC and recorded at Book ___, page ___ in the office of the Jo Daviess County Recorder.

“**Disinterment**” means the act of exhuming, unearthing, or unburying human remains.

“**GBC**” means the Green Burial Council a nonprofit organization established to advocate for environmentally sustainable, natural death care through education and certification and having a principal office at 2720 Cold Springs Road, Placerville, California 95667 or successor organization.

“**Gravesite**” means one (1) numbered full body burial located at the Cemetery Burial Grounds, or one (1) numbered ashes interment space located at the Cemetery Burial grounds, which may be subdivided into (a) and (b) spaces.

“**Interment Right**” the right to have a decedent buried or have their ashes interred, as applicable, at a Plot or to scatter ashes of a decedent at the Cemetery Burial Grounds. The term Interment Rights shall include, collectively, “**Full Body Burial Rights**,” i.e., the legal entitlement to have a single human body buried at a designated Plot; “**Ashes Interment Rights**,” i.e., the legal entitlement to have the Cremains of a single human interred at a designated Plot; and “**Access and Ashes Scattering Rights**,” i.e., the legal entitlement to scatter or have scattered the Cremains of a single human at a designated area within the Cemetery Burial Grounds, all of the foregoing subject to these Rules and Regulations as from time to time amended.

“**Interment Space**” means a numbered Plot (Gravesite) designated on the Cemetery Map. As applicable the term “Interment Space” also refers to the Scattering Area.

“**JDCF**” means Jo Daviess Conservation Foundation, Inc., an Illinois not for profit corporation having a principal place of business at 126 North Main Street, Elizabeth, Illinois, 61028 exempt from federal income taxation under section 501(c)(3) of the Code and owner in fee of the Cemetery Burial Grounds.

“**Living Memorial**” means a living plant such as a tree or wildflowers, typically placed on or planted near a gravesite.

“**Memorandum of Understanding**” means that certain binding Memorandum of Understanding V. 4 dated October 5, 2020 by and between JDCF and CCNC, as from time to time amended.

“**Memorial Stone**” means a stone marker meeting the requirements of these Rules and Regulations and used to identify the person interred in an Interment Space or to commemorate their life, deeds or career.

“**Memorial Wall**” means a wall or similar structure erected and maintained within the Scattering Area for permanent display of plaques recognizing individual decedents whose ashes have been scattered within the Scattering Area.

“**Natural Burial/Conservation Burial**” means a “natural” or “conservation” burial is an interment in which all components and elements being buried are biodegradable. Embalming is allowed if an approved embalming method is employed.

“**O&C**” means initial opening of the Plot for burial or ashes interment and closing of the Plot and site stewardship after completion of the burial or ashes interment.

“**Officiant**” means person authorized or chosen to perform the interment/scattering service.

“**Pre-Need**” means the purchase of Interment Rights and applicable associated Cemetery Services at least 120 days in advance of need through a guaranteed price Pre-Need Contract.

“**Property**” means, collectively, the real property comprising and containing the Cemetery Burial Grounds together with the Casper Bluff Land & Water Reserve owned at any time by JDCF.

“**Purchaser**” means the purchaser for value through a Contract, whether for themselves or on behalf of or for the benefit of another, of Interment Rights or Right of Access and attendant Cemetery Services.

“**Rules and Regulations**” means the then current rules and regulations of the Cemetery Burial Ground approved by the Board of Directors of CCNC and in force and effect in accordance with applicable law.

“**Scattering Area**” means the area of the Cemetery Burial Ground designated from time to time by CCNC for the scattering of Cremains of human decedents, all as described and depicted on the Cemetery Map.

“**Transaction**” means a completed and binding purchase and sale of Interment Rights or Rights of Access with or without Cemetery Services between CCNC and a Purchaser in respect in of one (1) decedent whether At Need, Pre-Need or any other arrangement to be delivered or performed at the Cemetery Burial Grounds.

“**Urn**” means a Biodegradable container or receptacle in which Cremains are placed for final disposition in a Plot.

IV. Incorporation of Governing Standards

IV.1 Requirements of Cultural Conservation Easement, Memorandum of Understanding to Apply. The terms and conditions set forth in the Cultural Conservation Easement and of the Memorandum of Understanding shall be strictly adhered to in the conduct of Cemetery Burial Grounds operations and such terms and conditions are hereby incorporated by reference in these Rules and Regulations as if set forth in full at this place.

IV.2 GBC Conservation Burial Ground Standards. Standards and practices established by GBC for designation as a “conservation burial ground” will guide the conduct of Cemetery Burial Grounds operations and such standards and practices are hereby incorporated by reference in these Rules and Regulations as if set forth in full at this place.

V. Rights and Services

V.1 Conferring of Interment Rights; Rights Limited. CCNC enjoys the right to confer upon Purchasers a limited Interment Right which may be recognized for all intents and purposes as a right in real property and which vests, upon and subject to full payment of applicable fees, in the holder thereof or, as applicable, an assignee, successor, or personal representative of such holder; *provided that* no such Interment Right shall be sold, re-sold, pledged, hypothecated, or otherwise disposed of by such holder,

assignee, successor, or personal representative other than as provided in these Rules and Regulations. No Interment Right may be purchased for speculative purposes and any attempt to do so shall void the Interment Right so purchased. Such Interment Right(s) shall be conferred only in a writing evidenced by a Certificate and recorded on the Cemetery Register and shall be used for no purpose other than the interment and/or memorialization of human remains within or at an Interment Space. In no event shall such Interment Right confer any ownership interest in or any derivative right to Interment Spaces or to any other portion of the Cemetery Burial Grounds or the Property, other than that expressly set forth in this paragraph V.1.

V.2 Records; Cemetery Register Dispositive. CCNC shall maintain the Cemetery Register as a written record of the then-current Certificate Holders. Immediately at the close of each Transaction, CCNC shall complete the applicable Certificate, designating in writing on the Certificate the applicable number or other discrete identifying designation assigned to the Transaction and the numbered Plot or the ashes scattering area which is the subject thereof; recording the applicable right on the Cemetery Map; and recording the name, address, and contact information of the applicable Certificate Holder, along with the corresponding identifying designation and the applicable numbered Plot or the ashes scattering area on the Cemetery Register, which Cemetery Register shall be dispositive as to the identity of the Certificate Holder and of any Interment Right at any time and the person(s) then named on the Cemetery Register shall be recognized and treated as the Certificate Holder and for any and all purposes.

V.3 Records Confidential. The files, papers, documents, reports, ledgers, maps, lot cards, correspondence, and other written records maintained by CCNC are the sole and exclusive property of CCNC. Information contained therein is for the exclusive use of CCNC and shall not be disclosed without the written consent of CCNC. Such information shall be deemed confidential and shall not be disclosed except by the consent of CCNC or upon order of a court of competent jurisdiction. Record requests may be subject to an administrative fee which may be changed from time to time by CCNC.

V.4 Transfers. With the prior approval of CCNC, Certificates may be transferred to another Certificate Holder upon and subject to payment of a transfer fee as determined from time to time by CCNC. Upon such transfer and acceptance by CCNC of the applicable transfer fee, CCNC shall record such transfer on the Cemetery Register; *provided that* upon the receipt of an order of distribution by a court having jurisdiction over the estate of a deceased Certificate Holder, CCNC may revise the Cemetery Register to reflect the terms of such order.

V.5 Rights of Refusal To protect and maintain the integrity and intent of the Cemetery Burial Grounds and the Conservation Values, CCNC reserves the right to refuse the burial or interment of any decedent for non-compliance with these Rules and Regulations. CCNC additionally reserves the right to refuse a transfer and to decline to accept a transfer fee for any reason.

V.6 Provision of Cemetery Services. Cemetery Services shall be provided only by and through a Contract and shall be limited to those Cemetery Services expressly identified in such Contract.

VI. Interments

VI.1 Standards for Acceptance of Bodies. Decedents shall not be embalmed or topically treated with sprays or compounds, unless with non-toxic products approved by the GBC. Purchasers shall have the affirmative obligation to inform the attendant funeral director of the need to avoid embalming of remains and to use alternatives such as refrigeration, dry ice, or closed casket services to avoid embalming. With prior written approval of CCNC, the use of a non-chemical embalming product may be approved. CCNC reserves the right to determine the acceptance of embalmed human remains and to refuse to accept for burial or interment those remains that fail to meet the foregoing standards or otherwise fail to comply with these Rules and Regulations. CCNC does not require the removal of artificial implants because the lasting effects of such items do not significantly conflict with the purposes of CCNC, and removal of such items may be emotionally traumatizing for loved ones.

VI.2 Identification of Human Remains. CCNC shall have the right to conclusively rely upon the identification of the decedent provided by the Certificate Holder or the funeral director or other professional conducting the funeral services and shall have no obligation to independently establish or verify the identity of the remains to be interred.

VI.3 Burial Container Requirements. All materials used in the manufacturing or construction of caskets, burial containers, shrouds, quilts, blankets, clothing, and Urns to be used or applied at the Cemetery Burial Grounds shall be 100% Biodegradable and non-toxic. Materials used must be plant derived, natural, animal, or unfired earthen material, including the shell, liner, handles, fasteners, and adornments of any burial container, shroud, quilt, blanket, clothing, or Urn. Materials used in the manufacturing, construction, and finished products used for full body burial or ashes interment shall not contain plastics, acrylics, or similar synthetic polymeric materials.

Some examples of containers appropriate for burial at the Cemetery Burial Grounds are:

- Shrouds made of cotton, linen, wool, or another natural fiber (i.e., bed sheets, blankets, quilts, etc.)
- Natural wicker or woven caskets
- Cardboard casket

Shrouds, quilts, and blankets used for burial without a casket shall have a natural wood backer (plywood and OSB are not acceptable) no less than 1" thick by 12" wide and the length of the body, to stabilize the decedent during the burial process. Human remains should be dressed as much as possible in Biodegradable clothing. Natural fibers such as cotton and wool are Biodegradable.

VI.4 Grave Liner/Outer Interment Containers Not Permitted; Replacement of Soil. Vaults and similar outer containers are inconsistent with conservation burial and are not permitted. In the event an outer interment container is placed or constructed within the Cemetery Burial Grounds without written authorization of CCNC, CCNC reserves the right to remove any such outer interment containers at the expense of the Certificate Holder. CCNC may choose to mix Biomass with soils at the time of interment

to enhance ecological processes. Excess soil may be mounded on top of a Plot to offset the eventual settling of the grave as remains are cycled back into nature and soil undergoes natural compaction.

VI.5 Graveside Services CCNC allows such graveside services and ceremonies to be conducted in accordance with all religious or secular traditions, in so much as such services do not endanger the health and safety of CCNC employees or agents and service attendees and are in keeping with and respectful of the Conservation Easement, the Conservation Values, and these Rules and Regulations. Services participants may decorate the Plot with biodegradable elements such as cut flowers and leaves.

VI.6 Interments on Sundays and Holidays Interments shall not be conducted at the Cemetery Burial Grounds on Sundays and on recognized national holidays. If a Certificate Holder or other applicable person notifies CCNC in advance that interment on Sundays or holidays is absolutely necessary, CCNC will make commercially reasonable efforts to provide Cemetery Services, but reserves the right to apply and to charge additional fees which shall be payable prior to delivery of Cemetery Services.

VI.7 Scheduling of Interment Services. Certificate Holder shall provide or cause to be provided CCNC with advance notice of all interments. In general, 48 hours prior notice is required, but exceptions will be made in special cases as authorized by CCNC. CCNC may postpone or reschedule any interment service if, in the discretion of CCNC personnel, too many services are concurrently scheduled, because of inclement weather conditions, or because of other conditions beyond CCNC's control.

VI.8 Disinterments All charges and fees for a Disinterment must be paid in advance. Each Disinterment must be conducted in accordance with state and local law and a Disinterment permit shall be required. The bodies of persons who have died of a contagious disease shall be handled in strict accordance with the rules of the Jo Daviess County Health Department. CCNC shall exercise due care in conducting a Disinterment, but shall assume no liability for damage whether to human remains, casket, Urn, shroud, memorial, or any other item or material.

CCNC can provide only the following services:

- a. Location of the Interment Space via Global Positioning System
- b. O&C on request.
- c. On request, removal and, if applicable, reinstalling the Memorial.

The person(s) requesting any Disinterment must arrange prior to the Disinterment all other necessary services from another service provider, including removing the human remains from the Interment Space, replacing burial containers if necessary, transporting the human remains and re-interring the human remains wherever located. Persons arranging any Disinterment acknowledge that at the practices and requirements of the Cemetery Burial Grounds may result in very little or no recognizable remains in a relatively short span of time.

Scattered Cremains are commingled and irretrievable.

VII. Memorials

VII.1 Memorial Stone Standards. Memorial Stones shall not exceed 216 square inches (approximately 12” x 18”) in size with a thickness of 4”, and must be partially buried in order to align the surface of the stone with the surface of the soil. Memorial Stones may not be polished and must be made of a locally sourced limestone, with no stone being sourced from a distance greater than 100 miles from Galena, Illinois. Stones may be engraved, but must remain simple in appearance and photographs, electronics, sound, etc., are not permitted. CCNC shall reject or remove Memorial Stones that do not satisfy the foregoing specifications. Only one (1) Memorial Stone per decedent may be placed on an Interment Space. CCNC shall prohibit offensive content or material on Memorial Stones.

CCNC in consultation with JDCF shall be the sole judge of what constitutes offensive or inappropriate material. CCNC, in consultation with JDCF, shall prepare and strictly enforce rules and regulations governing installations and installers of Memorial Stones which shall include the following standards: (i) during the excavation and installation, all sod and dirt shall be carefully replaced to preserve the ecological integrity of the Cemetery Burial Grounds and preserve and protect wildlife habitat; (ii) the placement and orientation of Memorial Stones shall not intrude upon the natural aspects of the Cemetery Burial Grounds or the Property; (iii) the installer shall promptly remove all equipment and any debris, which has accumulated during installation of the Memorial Stone; and (iv) the placement of Memorial Stones by independent contractors shall be subject to inspection by CCNC and, in the event of noncompliance, the Memorial Stone shall be removed, relocated or replaced, as applicable at the expense of the Certificate Holder.

VII.2 Living Memorials. No Living Memorials shall be permitted.

VII.3 Maintenance of Memorials and Grave Sites; Damage. Unless damage is caused by CCNC staff or agents, CCNC shall be under no obligation to maintain, repair or replace Memorial Stones or other memorials permitted to be placed within the Cemetery Burial Grounds. Natural processes such as windstorms or other weather events like hail, snow and frost shall not be considered damage. (For example a tree falling across an Interment Space is not considered damage and may or may not be removed or ameliorated by CCNC). Natural weathering of Memorial Stones shall not be considered damage. No persons other than CCNC agents or staff shall be permitted to repair real or perceived damage, which repair may be undertaken solely at CCNC’s unfettered discretion.

VII.4 Memorial Suppliers; Removal for Non-Compliance. A third party vendor selling a Memorial Stone or other memorial permitted by CCNC shall review these Rules and Regulations and consult with CCNC as required to ensure that the Memorial Stone or other permitted memorial will comply with these Rules and Regulations prior to ordering or manufacturing. In the event of noncompliance, the Certificate Holder or the person arranging for installation of the Memorial Stone or other memorial (if not the Certificate Holder) shall be responsible for removal of the Memorial Stone or other memorial and shall pay any reasonable expenses of CCNC in connection with the removal. CCNC reserves the right to remove and/or relocate any non-compliant Memorial Stone or other memorial at the expense of the Certificate Holder.

VII.5 **Memorial Wall** CCNC shall maintain the Memorial Wall within the Scattering Area for permanent display of plaques recognizing individual decedents whose ashes have been scattered within the Scattering Area. Plaques shall be limited to a basic bronze material having dimensions of 5" x 7".

VIII. Decorations

VI.1 **Decorations.** Floral tributes, flags, shepherd's hooks, and similar items shall be permitted only at the time of interment services. All such items shall be removed immediately following such services. No hedges, fences, edging or enclosures of any kind shall be permitted on Interment Spaces. Mulching with wood chips, rock, landscape fabric or similar items and wooden boxes, lawn ornaments, signs, sculptures, glass or ceramic containers, cans, toys, flags, or flagpoles, or any other object or objects shall be strictly prohibited. Cut flowers that are fully biodegradable may be permitted; *provided that* such flowers shall not be wrapped in paper or plastic and may not have any container so that they may be quickly processed by nature. Such cut flowers shall not be required to be native species.

VI.2 **Clean-Up.** Items that detract from the Cemetery Burial Ground appearance as a natural area preserve may be removed by CCNC on an ongoing basis. No notice of such cleanup time will be given.

IX. Visitation

IX.1 **Visitors; Prohibited Behavior.** Upon entering the Cemetery Burial Grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly authorized representative of CCNC. The following standards and prohibitions shall apply:

- (i) except as may be necessary to gain access to other Interment Spaces, persons shall use only trails, walkways, and roads;
- (ii) dogs shall be on a leash at all times and solid waste caused by the animal shall be removed;
- (iii) horseback riding shall not be permitted;
- (iv) automobiles shall remain within designated parking areas; *provided that* trail access by automobiles may be granted by CCNC for service vehicles and those with mobility issues on a case-by-case basis;
- (v) possession or consumption of alcoholic beverages or illegal drugs within the Property and the Cemetery Burial Grounds shall be strictly prohibited;
- (vi) no person shall remove any plant or flower, either wild or cultivated, from any part of the Cemetery Burial Grounds;
- (vii) no person shall break or injure any tree or shrub, cause damage to any Memorial Stone, or deface the grounds of the Cemetery Burial Grounds or the Property;
- (viii) the use of weed trimmers, shears or other implements to manicure sites is not permitted;
- (vix) no person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery Burial Grounds or the Property;
- (x) off road vehicles shall not be driven within or through the Cemetery Burial Grounds except by JDCF or CCNC personnel on JDCF or CCNC business;

(xi) other than law enforcement authorities, visitors shall not bring, carry, or use firearms within the Cemetery Burial Grounds or the Property except in connection with a military guard of honor and military service or upon prior approval of CCNC;

(xii) hunting of any type and the carrying or use of air or paint guns shall be strictly prohibited; and

(xiii) no persons shall approach or otherwise cause distress to farm animals on adjacent farm properties and attendees and visitors shall be responsible for and required to supervise any minor persons consistent with this prohibition.

The provisions and penalties of law will be strictly enforced in all cases of intentional injury, disturbance and disregard of these Rules and Regulations. The foregoing shall be in addition to and not in substitution for the prohibited uses set forth in section 6 of the Conservation Easement.

X. Maintenance and Operational Standards

X.1 Property Management. The Property and the Cemetery Burial Grounds shall at all times be managed as a nature preserve. The Cemetery Burial Grounds will not take on the appearance of a lawn or other manicured place and is intended to be dominated by natural processes and native species. To achieve the foregoing objectives, CCNC operations will apply and adhere to the following standards and requirements:

(a) **Care of Grounds.** To assure the ecological integrity and protect the cultural resources of the Property and the Cemetery Burial Grounds and to avoid invasive species, horticultural varieties of plants, and anything else that might adversely affect the Conservation Values, CCNC shall regularly consult with JDCF in advance of any and all plantings of trees, herbs, grasses, or any other vegetation. Historic and cultural resources that may be discovered at the Property including, without limitation, Native American artifacts, earthen mounds, and related attributes shall be preserved. All stones, markers, or other improvements or installations shall be consistent with the natural appearance and ecological integrity of the Property and the Cemetery Burial Grounds.

(b) **Ecological Stewardship.** CCNC shall cooperate with JDCF to provide land stewardship to maintain the ecological integrity of the Property and the Cemetery Burial Grounds. Stewardship activities may include, without limitation, participation in the use of prescribed fire or burns, removal of invasive and non-native species by any means, planting of native species, manipulation of soils, manipulation of water and drainage, planting of vegetation, or any other practice necessary to provide stewardship and preserve the Conservation Values.

(c) **Removal of Vegetative Material; Regeneration,** If any tree, shrub or plant, by means of its roots, branches or otherwise, becomes unsafe or detrimental to the grounds, trails, walkways, roadways, waterways, or drainage systems on or adjacent to the Cemetery Burial Grounds, or if for any other reason removal is reasonably deemed necessary, CCNC may remove any such tree, shrub or plant, or any part thereof, or to otherwise correct the detrimental condition. CCNC shall have no obligation to replace any tree, shrub or plant so removed. In keeping with natural processes extant on the Cemetery Burial Grounds, CCNC shall not be required to remove dead or dying trees or other vegetation even if such

vegetation were to fall upon an Interment Space. If trees, shrubs, or other vegetation sprout, regenerate, or otherwise become established on an Interment Space subsequent to interment, these will be permitted to grow naturally. Following interments, native vegetation will not be removed from Interment Spaces unless such vegetation poses some problem related to public safety, maintenance of trails, walkways, roadways, waterways, drainage systems, or some other necessary infrastructure. CCNC need not remove native vegetation simply to keep an Interment Space free of trees, shrubs, or other vegetation.

(d) **Use of Walkways, Waterways, Roadways, Drainage Systems.** Except as necessary to gain access to other Interment Spaces, CCNC and all persons within or using the Cemetery Burial Grounds shall use only trails, walkways, and roadways established by CCNC from time to time. CCNC may alter, change or remove trails, walkways, roadways, waterways, and drainage systems and other physical properties as reasonably necessary consistent with the Conservation Values to facilitate normal cemetery operations.

(e) **Maintenance of Grounds.** Within the limits permitted by CCNC's general funds, CCNC shall maintain in good order consistent with a natural area, the grounds of the Cemetery Burial Grounds. Such maintenance may include permitting natural processes to operate upon the Cemetery Burial Grounds as well as maintenance of walkways, paths and trails, manipulation of vegetation or soils, pruning of trees and shrubs, and such other work necessary to keep the Cemetery Burial Grounds in a natural condition.

(f) **Interments to be Supervised.** All interments and interment ceremonies whether full body burials, interment of cremains, or ash scatterings shall be attended and supervised by at least one (1) CCNC employee or contractor.

(g) **Respect for Neighboring Properties** CCNC acknowledges that the Cemetery Burial Grounds lie adjacent to one or more working farms and both CCNC and JDCF desire that no disruption or unreasonable disturbance to neighboring farms results from CCNC operations by CCNC staff or contractors or from clients, visitors, or invitees using or accessing the Cemetery Burial Grounds. In recognition of the foregoing, users and visitors to the Cemetery Burial Grounds as a condition of such use or visitation hereby acknowledge that : (A) the Cemetery Burial Grounds are surrounded by working farms and that CCNC has no right (and does not wish) to interfere in performance of regular farm duties on adjacent property including during interments or interment ceremonies; and (B) some noise may be anticipated from time to time from adjacent farm operations. Acceptance of a Certificate Holder or a Certificate shall constitute acknowledgement and agreement for all purposes to the requirements and restrictions of this paragraph X.1(g).

XI. Miscellaneous; Amendments

XI.1 **Notice and Copies.** A copy of these Rules and Regulations shall be made available for inspection at the CCNC's office and on the CCNC website. Each Certificate Holder shall be entitled to obtain, upon payment of reasonable copying or printing costs, one (1) copy of these Rules and Regulations.

XI.2 Right to Revoke or Amend Rules. CCNC hereby reserves the right, at any time or from time to time and without notice, to adopt new Rules and Regulations or to amend or repeal any existing rule or regulation.

XI.3 Exceptions and Waivers. Circumstances may arise in which the literal enforcement of these Rules and Regulations may impose an unnecessary hardship. CCNC reserves the right to make exceptions, suspensions, or modifications of any Rule or Regulation without notice when, in its sole judgment, a waiver is advisable. Any such waiver shall not be deemed or construed as affecting the general application of these Rules and Regulations.

XI.4 Acts Beyond CCNC's Control. CCNC and its agents and employees do not assume and shall not be liable for damage, actual or mental, resulting from ecological stewardship or normal operations or from loss by vandalism and other acts beyond CCNC's control. Specifically, but not by way of limitation, the CCNC and its agents and employees do not assume and shall not be liable for loss or damage caused by the elements, acts of God, common enemy, thieves, assailants, vandals, strikers, lockout or other labor events, malicious mischief makers, fire, explosion, unavoidable accident, invasion, insurrection, riot, government act, regulation or order of any military or civil authority, whether the loss or damage is direct or indirect. Acceptance of a Certificate Holder or a Certificate shall constitute acknowledgement and agreement for all purposes to the provisions and exceptions of this paragraph XI.4.

XI.5 Safety of Attendees. Visitors shall be permitted to attend and participate in the interment process, however CCNC shall not be responsible for any injury incurred during these services. In the event that circumstances arise that CCNC deems dangerous, CCNC may require that all persons attending an interment or Disinterment remain at a safe distance, as determined by CCNC, from the Interment Space during the interment or Disinterment process.

XI.6 Correction of Errors. CCNC reserves and shall have the right to correct any errors that may be made by CCNC in making an interment, a Disinterment, or sales, transfers or conveyances of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) selected by CCNC or in the location of Memorial Stones. Alternatively, CCNC, in its sole discretion, may refund the greater of the amount of money paid on account of the purchase of the Interment Rights or the current sale price of the Interment Rights or Cemetery Services to which the error relates. The foregoing shall constitute the sole remedies available to Certificate Holders in the event of such errors. If the error involves interment in an incorrect location, CCNC reserves and shall have the right to remove and transfer the remains to the correct location or to a similar location of comparable value selected by CCNC. CCNC shall have no liability to any person or entity as a result of any errors of the type described in this paragraph XI.6 other than CCNC's obligation to take the remedial actions described in this paragraph.

XI.7 Objections; Delays. CCNC shall not be liable for any delay in interment resulting from noncompliance with these Rules and Regulations or in any instance where CCNC has received an

objection to the interment from a person with any standing in the matter. To be recognized by CCNC, any objection must be in writing and timely filed at CCNC's office.

XI.8 **Severability.** If any Rule or Regulation or part thereof shall be declared invalid, such declaration shall not affect or invalidate the remaining Rules and Regulations or parts thereof herewith established.