

The Kingston Evergreen Cemetery was organized on March 4, 1853. The citizens of Kingston formed a voluntary association and acquired the original plot of land located between Green Street and Evergreen Street for the purpose of constructing, operating and maintaining a private, nonsectarian cemetery in the Town of Kingston. It was expanded to the west in 1887 and to the east in 1895. The cemetery is managed under the direction of a Board of Trustees. The objective of this board is to continue to maintain the integrity of the cemetery.

The Board is elected annually by the proprietors at the Proprietors Annual Meeting held in January.

Trustees Meetings are held on the third Tuesday of each month at 6:30 pm in the Thomas Prince Chapel located on the grounds of the cemetery.

The Kingston Evergreen Cemetery is a privately owned cemetery located in the center of Kingston. The grounds are beautifully landscaped and maintained to provide a peaceful, respectful and safe place for all past, present and future generations.

There is a private chapel as well as a small pond and meandering pathways to follow throughout the grounds. Sit and reflect at Mirror Pond or enjoy the beauty of the majestic trees that have been sheltering the cemetery for centuries.

Kingston Evergreen Cemetery has been the final resting place for our ancestors, loved ones, family, friends and neighbors for over 150 years.

Come visit and see why for generations, families have chosen the peaceful surroundings of Kingston Evergreen Cemetery.

Table of Contents

SECTION	PAGE
I. Formal Adoption & Subjection	1
II. General Laws of Massachusetts.....	1
III. Purpose of Cemetery	1
IV. Cemetery Hours	2
V. Correspondence.....	2
VI. Admission to Cemetery.....	2
VII. Arrangements of Interments.	2
VIII. Interment Procedures	3
IX. Correction of Errors	3
X. Definitions	4
XI. Ornamentations & Decorations.....	6
XII. License Holder’s Rights.	10
XIII. Service Charges & Payments	12
XIV. Care	13
XV. Outside Workers.....	13
XVI. Cemetery Employees.	14
XVII. Memorials & Regulations for Memorial Work.....	14
XVIII. Construction of Crypts and Mausoleums.....	16
XIX. Grading & Improvements.....	20
XX. Right to Re-Plat.....	20
XXI. No Easements Granted.....	20
XXII. Loss or Damage	20
XXIII. Use of Cemetery & Conduct within Cemetery	21
XXIV. Lot (Plot) Holder’s Change in Address.....	22
XXV. General.....	22
XXVI Acceptance & Approval	23
Fee Schedule	24
Forms to be used by License Holder.....	Back of book

Formal Adoption and Subjection

Section I

For the mutual protection of the license holders, their families and visitors in the Kingston Evergreen Cemetery, the Board of Trustees, in accordance with Massachusetts General Laws Chapter 114, does hereby adopt the following Rules and Regulations. All license holders and visitors to the cemetery, and all lots and graves shall be subject to said Rules and Regulations and the governing body shall adopt such amendments or alterations thereof or additions thereto from time to time. Reference to the Rules and Regulations in the document conveying the Right of Interment Burial shall have the same force and effect as if set forth in full therein.

General Laws of Massachusetts

Section II

Kingston Evergreen Cemetery Association, Inc. is also governed by General Laws of Massachusetts which include Chapter 272, Section 73. Whoever willfully destroys, mutilates, defaces, injures or removes a tomb, monument, gravestone, veteran's grave marker or metal plaque, veteran's flag holder that commemorates a particular war, conflict or period of service or flag, or other structure or thing which is placed or designed for a memorial of the dead, or a fence railing, curb or other thing which is intended for the protection or ornament of a structure or thing before mentioned or of an enclosure for the burial of the dead, willfully removes, destroys, mutilates, cuts, breaks or injures a plant as permitted by these rules and regulations and placed on a grave, shall be punished by imprisonment in the state prison for not more than five years or by imprisonment in the jail or house of correction for not more than two and one half years and by a fine of not more than five thousand dollars.

Purpose of Cemetery

Section III

The cemetery is intended for the interment of those entitled to burial according to Massachusetts General Laws, the By-Laws of the Kingston Evergreen Cemetery Association and the Rules and Regulations of the Kingston Evergreen Cemetery Association. No grave shall be used for any other purpose other than the burial of the human dead.

Cemetery Hours

Section IV

The management shall have the right to fix the opening and closing hours of its cemetery office, buildings and its grounds. The office hours at this time are set by appointment.

Unless otherwise determined by management, the grounds of the cemetery are open from dawn to dusk each day.

The Cemetery does not maintain nor plow its roads from December 1st to April 1st. Therefore any person entering the Cemetery during this period assumes all risk of harm and damage to any person or property.”

Correspondence

Section V

All correspondence should be mailed to:
Kingston Evergreen Cemetery Association, Inc.
21 Green Street
P.O. Box 248
Kingston, MA 02364

Admission to Cemetery

Section VI

The management reserves the right to refuse admission to the cemetery and to refuse the use of any cemetery equipment or facilities at any time by any person or persons, as the rules, judgment, including but not limited to inclement weather, and traditions of the Kingston Evergreen Cemetery Association may dictate.

Arrangements of Interments

Section VII

The superintendent shall have the right to require those wishing to make a selection of a grave, lot, or arrange an interment, to call the cemetery office in ample time to complete the respective arrangements. If a funeral director or other authorized agent is representing the license holder, the arrangements made by the agent with the superintendent are binding on said holder. No individual or organization, except those approved by the governing body will be permitted to conduct services in the cemetery. The management

shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where rules & regulations have not been complied with, or forbid such interment. Any protest may be required in writing and filed with the Board of Trustees.

Interment Procedures
(Also see License Holder's Rights)

Section VIII

Interments shall be scheduled by the superintendent during normal business hours. Interments requested beyond these scheduled hours shall be at the discretion of the superintendent and shall be charged at the Premium Time Fee. The superintendent shall make every effort to be as accommodating as possible in scheduling Premium Time interments.

A Board of Health Burial Permit, Interment Authorization Form and any and all fees for each interment must be presented to the superintendent before the interment is initiated. All fees will be paid by check made out to **Kingston Evergreen Cemetery Association, Inc.** Funeral processions entering the cemetery shall be under the charge and direction of the superintendent. The casket may not be opened at any time within the Cemetery without the express permission and in the presence of the superintendent. The superintendent reserves the right to refuse permission to open the casket without the consent of the legal representative of the deceased or without an order of the court or the expressed authority of another civil authority. No disinterment or removal shall be allowed without permission of management, written authorization of the license holder and all heirs of the deceased, a permit from the Board of Health, if required, and the payment of all appropriate fees.

Correction of Errors

Section IX

The management reserves the right to correct any errors that may be made by it either in making an interment, disinterment or removal or in the description transfer or conveyance of any of the rights of the license holder. Management may cancel such conveyances and substitute and convey in lieu thereof other interment rights or grave lot of equal value & similar location as selected by management.

Definitions

Section X

- Cemetery**.....All land within the property of Kingston Evergreen Cemetery Association, dedicated for the burial of deceased human remains.
- Governing Body**.....The Board of Trustees of the Kingston Evergreen Cemetery Association, Kingston Massachusetts.
- Grantee**.....See definition of "License Holder".
- Grave**.....A space of ground in a cemetery used, or intended for use, for the burial of deceased human remains. Each grave shall be used to inter one (1) full casket burial and one (1) burial of cremated remains or stillborn; or the burial of (2) human cremated remains.
- Grave Box Liner**.....An unsealed concrete receptacle or other durable container in which the casket is placed at time of burial.
- Grave Memorials**.....Grave Memorials include the following:
1. **Upright Monument**: A large traditional memorial headstone that rests in an upright position on a foundation and base, the base of which shall be 8 inches to no more than 10 inches in height and the combined height (the base and the headstone) of which cannot exceed 3 feet in height and 4 feet in length unless otherwise permitted by a majority vote of the Board of Trustees.
 2. **Slant Stone Marker**: Also known as a "mini headstone" is a stone that sits in an upright position upon a foundation but not a base and which is significantly smaller than a traditional Upright Monument while providing the appearance of being an upright headstone. Said memorial shall not exceed 14 inches in height and 24 inches in length.
 3. **Bevel Marker**: Similar to a flat marker but has a foundation but not a base and has a slanted face to a give a small upright appearance. Said memorial shall not exceed 14 inches in height and 24 inches in length.

4. ***Flat Marker:*** A flat grave marker which lays flat on the ground without a foundation and is also known as a “flush marker.” Said memorial shall not exceed 24 inches in length and 12 inches in width.

5. ***Bench:*** A memorial fabricated from stone in the shape of a sitting bench without a back and takes the place of a traditional Upright Monument. Said memorial shall sit on a poured foundation of 8 to 10 inches depth under each foot of the bench memorial and the height of the memorial shall not exceed 18 inches in height and 4 feet in length.

Crypt	An above ground structure of sufficient size used to contain the casketed remains of a deceased person.
Interment	The permanent placement of human remains, placed in a casket, a durable outside container and buried in the ground.
Inurnment	The permanent placement of cremated human remains encased in an urn in a niche, space in a columbarium, or burial in the grave.
License Holder	The sole purchaser of the Licensed Rights of Burial of a grave, or cremation niche, located in the Kingston Evergreen Cemetery.
Lot	A place designated in a cemetery comprised of more than one grave site.
Lot Holder	See definition of “License Holder”.
Management	The Board of Trustees (governing body).
Mausoleum	A building containing one or more crypts for the entombment of a deceased person.
Niche	A discrete chamber designed, constructed, and intended for use as a permanent repository, for the inurnment of cremated remains, encased in an urn.
Perpetual Care	An arrangement made by the cemetery whereby restricted funds are set aside, the income of which is used to maintain the cemetery, indefinitely.
Rights of Interment	The rights given to a license holder for the use of a specific burial grave or niche.

- Shepherd Hook**.....(Crane Hook) a metal stanchion of no more than 4 foot in height and resembling a shepherd’s staff in appearance shall be permitted to be placed immediately abutting the monument, marker, bench or crypt/mausoleum for the sole purpose of displaying one hanging pot containing fresh or artificial plants, flowers, greens or wind chimes.
- Superintendent**.....The person or persons duly appointed by the governing body for the purpose of conducting and administering the operation of the cemetery owned and operated by the Trustees of the Kingston Evergreen Cemetery Association.
- Urn**A durable container to hold cremated human remains. An urn can be placed in a columbarium niche or buried in the ground.
- Vault** A two-piece sealed receptacle for additional protection of the casket and or an urn, which is placed in the ground at time of burial.

Ornamentations and Decorations

Section XI

A. INTRODUCTION

1. Recognizing that grieving is a very individual matter and while complete agreement may not be attainable on what is proper and allowable, Kingston Evergreen Cemetery has tried to establish the fairest set of rules for all situations and earnestly tries to enforce them uniformly. They are not in any way intended to restrain you unduly but rather to define an orderly plan of planting, care, and maintenance. They are designed to preserve the dignity and sacredness of the cemetery and also for the protection of all of our lot holders. The following Rules & Regulations shall be placed into effect, and shall be applied retroactively to all grave sites.

You should be aware that the certificate of the right of interment grants perpetual use of the lot in the cemetery only. It does not convey ownership of the land.

2. Because the Kingston Evergreen Cemetery is open to the public, it is very difficult to control the activity of every visitor. The Board of Trustees regrets that it cannot guarantee decorations will be free from damage, theft or disappearance. Therefore we caution all our lot holders against leaving anything of great value (monetary or sentimental) on any grave in the Cemetery.
3. Your cooperation in complying with these rules and regulations will be greatly appreciated and will go a long way to preserve the dignity and beauty of this cemetery.

B. GENERAL PROVISIONS

1. All grave lots/sites must be kept ready for mowing from May 1st to October 1st. Plantings or other decorations necessitating moving for mowing will be removed. These plantings/decorations will be tagged and dated at the grave site and removed to behind the Chapel. The lot holder shall have 30 days to claim such item(s) on a date scheduled by the Board or the items will be discarded.
2. The management reserves the right without providing prior written notice to the lot holder of record and without assuming any liability for possible damage to remove any item(s), material(s), planting(s) or structure(s), including but not limited to shepherd hooks, that, in its opinion, has become unmanageable, deteriorated, unsightly, dangerous or not permitted by these rules and regulations. These items will be tagged and dated at the grave site and removed to behind the Chapel. The lot holder shall have 30 days to claim such item(s) on a date scheduled by the Board or the items will be discarded.
3. Permission has been given by the governing body to its superintendent to trim any brush, branch, shrub or tree or cut anything down that will hinder mowing.
4. The posting or receipt of the Rules and Regulations shall constitute both actual and constructive knowledge of the provisions contained in these Rules and Regulations.

5. Spring/Summer fresh or artificial flowers, plants and must be removed by October 1st. autumn fresh or artificial flowers, plants and greens must be removed by December 1st. Fresh or artificial Christmas wreaths, sprays and greens must be removed by April 1st.

C. PERMITTED USES

1. A flower bed of annual plants located only in the front of an upright grave monument, a beveled or slant marker is permitted. This flower bed shall not exceed the length of the monument or marker and is to be no more than 12" in depth and shall be maintained by the lot holder. In addition to annual plants said flower bed may contain a plaque positioned in the center of the bed and lying flat on the ground. No such plantings or plaques shall be permitted in front of flat memorial markers or memorial benches.
2. No material of any kind whatsoever shall be used as edging around any lot or grave site. Edging around the flower bed located in front of the grave monument or marker may be permitted AFTER the lot owner has submitted a written request in the required form to the Board of Trustees and after the Board of Trustees has voted to grant such request. (eff. 8/2013)
3. One (1) single shepherd hook (crane hook) not to exceed 4' (four feet) tall shall be permitted to be placed immediately abutting the monument, marker, bench or crypt/mausoleum for the sole purpose of displaying wind chimes or one hanging pot containing fresh or artificial plants, flowers or greens.
4. (a) One (1) statue or memento reflecting an expression of faith or remembrance not to exceed 16" inches in height and 10" inches in width shall be permitted to be placed immediately abutting the base of the monument, marker or bench AFTER the lot owner has submitted a written request in the required Cemetery Form including a photograph of the proposed statue or memento to the Board of Trustees and after the Board of Trustees has voted to grant such request.

- (b) The placing of one stuffed animal in a protective covering on the grave of a minor child and/or attaching a single rubber/latex balloon to a permitted shepherd hook is only allowed AFTER the lot owner has submitted a written request in the required Cemetery Form to the Board of Trustees and after the Board of Trustees has voted to grant such request. All such balloons must **NOT** be made of Mylar which upon contacting a grave stone can discolor the grave stone.
- (c) The placing of a pebble or small stone on a grave stone is considered an acceptable act of remembrance that **DOES NOT REQUIRE** the prior approval of the Board of Trustees.
5. In order to avoid damage to maintenance equipment and to artificial flowers and greens, artificial flowers and greens shall not be placed directly into the ground in front of the monument, marker or bench. Artificial flowers and greens must be placed in a container either in front of the monument, marker or bench or hung from a permitted shepherd hook.
6. During the month of December, one Christmas wreath, Christmas greens or Christmas spray, either fresh or artificial, may be placed on a grave site.
7. One American Flag (no larger than 17 x 11 1/2 inches) may be placed immediately abutting the grave monument, flat or bevel memorial marker or memorial bench. **For Deceased Veterans:** For each veteran buried in a grave lot one American Flag (no larger than 17 x 11 1/2 inches) and a Veteran Marker may be placed immediately abutting the grave monument, flat or bevel memorial marker or memorial bench for each war in which the veteran served. In addition, for each veteran buried in a grave lot one service flag may be placed immediately abutting the grave monument, flat or bevel memorial marker or memorial bench. Flags of any type other than that of the United States of America or a service flag are strictly prohibited and will be tagged and dated at the grave site and removed to behind the Chapel. The lot holder shall have 30 days to claim such item(s) on a date scheduled by the Board or the items will be discarded.

D. PROHIBITED USES

1. Except as enumerated above as a Permitted Use or as may be determined by the Board of Trustees, all other forms of decoration of graves are prohibited including vigil lights of any kind, statues, plaques, wind chimes, banners, balloons, stuffed animals and any other decoration not identified as a Permitted Use. Both Sections C 4 (a) and (b) require that the lot owner submits a written request in the required Cemetery Form to the Board of Trustees and the Board of Trustees votes to grant the request of the lot owner.
2. No plantings of fresh or artificial flowers shall be permitted in front of flat memorial markers or memorial benches. Flat memorial markers and benches must hang fresh or artificial flowers on a permitted shepherd hook.
3. Because the following list of plants are invasive and/or their root systems are capable of damaging or uprooting monument foundations, the planting of: trees, bushes, shrubs, evergreens, ornamental grasses and perennials, including but not limited to Hosta, Daylily, Myrtle or Ivy, are strictly prohibited.

License Holder's Rights

Section XII

A license holder solely has purchased a right of burial and has not purchased any quitclaim rights to the land on which a grave or lot is located. A lot or grave site is for the license holder's or for the license holder's family member's use for interment or inurnment purposes only and not for any resale or profit. Upon a license holder's petition, the Board of Trustees may grant special permission to allow the remains of a person not a member of the license holder's family to be buried in said site; but in no case shall a license holder have any right to sell, transfer, exchange or in any manner dispose of said lot or grave site or any part thereof or any right or interest therein or any use, of said lot or grave site. If a license holder wishes to divest himself of his rights of burial, such rights shall be sold back to the Board of Directors for the original price paid by the original license holder.

In the event of death of a license holder any and all privileges of the license holder shall pass to the license holder's family as prescribed by Massachusetts General Laws, Chapter 114, Section 29, 31, 32 and 33 and Chapter 150, Section 3.

If in a will no express disposition or other mention is made of a cemetery license owned by the testator at his demise, the ownership of said license shall not pass to the lawful heirs by any residuary or other general clause of the will but shall descend to his heirs as if he died intestate.

The spouse of a license holder of a site containing more than one available burial space has a vested right of burial of his or her remains in said lot.

If the license holder has filed written instructions with the Board of Trustees as to which member or members of his/her family shall succeed to the right of said site, said instructions will be recognized by the governing body and will be followed if in the judgment of said governing body such instructions are clear, practicable and consistent with the laws of the Commonwealth and the provisions of these Rules and Regulations.

If no valid or sufficient written instructions shall have been filed with the Board of Trustees, or if valid and sufficient instructions are in conflict with a later will, and the license holder has left instructions in said will, duly allowed by probate in a court having jurisdiction thereof, subject, however, to a vested right of interment of a surviving spouse, such instructions shall control, provided they are not in conflict with the Cemetery Rules and Regulations then in force and provided the Board of Trustees is furnished with proof of the same.

In the absence of valid and sufficient written instructions filed with the Board of Trustees by the license holder or duly probated will, the rights of interment shall devolve upon those entitled to succeed thereto by the laws of succession of the Commonwealth of Massachusetts.

In a conveyance to two or more persons as joint tenants, each joint tenant has a vested right of interment in the site conveyed. Upon

the death of a joint tenant, the right of interment held in joint tenancy immediately vests in the survivors, subject to the vested right of burial of the remains of the deceased joint tenant. A vested right of burial may be waived by a writing acknowledged by a Notary Public and delivered to the governing body of the cemetery and is terminated upon the burial elsewhere of the remains of the person in whom such rights vested. An affidavit by a person having knowledge of the facts setting forth the fact of the death of one joint tenant and establishing the identity of the surviving joint tenants named in the Certificate of License to any grave or lot, when filed with the governing body is complete authorization to the governing body to permit the use of the unoccupied portion of the site in accordance with the directions of the surviving joint tenant(s) or their successor(s) in interest.

Persons arranging for interments should contact and meet with the Cemetery's superintendent who will aid them in effecting the necessary arrangements. A minimum of forty-eight (48) hours of prior notice is required to request arrangements for interment. Additional time may apply when arrangements are near a holiday, affected by severe weather or winter related emergencies.

All grave interments shall be made with a concrete or a durable outside container in accordance with specifications determined by the management.

The management reserves the right to permit or grant additional burial rights to those established herein, based on availability of space within a particular grave or lot.

Consistent with the provisions of the Section XVII on **Memorial and Regulations for Memorial Work**, no additional memorials or monuments will be allowed on multiple grave lots.

Service Charges and Payments

Section XIII

The governing body shall have the right to fix a charge and time of payment for each interment, disinterment, and removal, and for the performance of any other services rendered by the superintendent. All work and services in connection with such services shall be subject to and supervised by the superintendent.

Any indebtedness due purchase of lot, for work or services performed must be paid in full before an interment in the grave may be made, or before a memorial is erected, as the case may be.

When there is a situation involving the purchase of a lot and the construction of a crypt/ mausoleum, the proposal Lot Owner shall be required to pay to Evergreen Cemetery at the inception, the full the cost of the site and the full cost of digging and laying the foundation. In addition, a further deposit of 30% of the total estimated cost of the structure's construction shall be kept by Evergreen Cemetery in escrow. Said escrow shall be maintained in an interest earning account in order to pay all other conditions accepted by Lot Owner.

See Fee Schedule on Page 24.

Care

Section XIV

The Kingston Evergreen Cemetery as operated by said Board of Trustees is a Perpetual Care Cemetery. All money that is accepted by the Cemetery is used for Cemetery purposes; a portion is set aside for investment and the proceeds thereof are used to provide perpetual care. The Perpetual Care Fund is to be understood as that care and maintenance necessitated by natural growth and ordinary wear, and includes the management and the care of cutting lawns, cleaning and maintenance of roadways, walks and buildings, provided there is sufficient income funds for these purposes. The Perpetual Care Trust Fund income in no case means the maintenance, repair or replacement any memorial placed or erected upon any lot or grave; nor the planting, cutting, watering or care of any privately planted flowers; nor does it mean the reconstruction of any granite or special work on a lot or grave in the cemetery.

Outside Workers

Section XV

Only management reserves, and shall have, the right to give authorization to any workers, other than employees of the cemetery, before they may do work in Kingston Evergreen Cemetery.

Cemetery Employees

Section XVI

Employees of the Kingston Evergreen Cemetery are not permitted to do any work for a license holder or heir, except upon the order of the governing body or management. The Cemetery staff is required to be civil and courteous to all visitors at all times. It is the policy of the Cemetery staff to provide quality care and service to the families at all times and on an equal basis.

Memorials and Regulations for Memorial Work

Section XVII

Memorial dealers and/or their workers shall abide by all Rules & Regulations of the Cemetery. Workmen who do not comply with these Rules & Regulations will not be permitted to work in the cemetery. All workers engaged in placing or erecting monuments or other structures are prohibited from scattering their material over adjoining lots, blocking roads or walks, or from leaving their material on the grounds longer than is absolutely necessary. Any damage done to lots, trees, shrubs or other cemetery property by memorial dealers or their workers will be arranged to be repaired by the management of Kingston Evergreen Cemetery and the cost of such repair shall be charged to the dealer.

No monumental work will be allowed to be delivered or set in the Spring until the ground has fully settled and is in proper condition for the commencement of such work.

The erection or moving of any monuments shall be approved by the management. The management reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations therefore have not been made or when work is being done in such manner as to endanger life or property; or when there is evidence of misrepresentation; or when work is not being executed according to approved specifications; or when any reasonable request by the management is disregarded; or when the work is in violation of the Rules & Regulations.

The management will exercise all possible care to protect raised lettering, carving or other ornaments on any memorial or other

structure on any grave or lot, however, it disclaims responsibility for any damage or injury thereto.

Management reserves the right to fix the days and hours when memorial work may be performed.

Lettering on monuments or markers is the responsibility of the one ordering work and or the monument company hired to do the work. All lettering must be done during normal cemetery operational hours (Monday-Friday).

No foundation or stone setting may be done on a grave or lot until all fees have been paid in full.

All monuments shall have foundations, with the exception of official U.S. Government or flat markers.

Only one monument, (either a bench or upright monument) shall be allowed on a lot of multiple graves owned by a single deed holder. The upright monument or bench shall be placed in the center of the lot at the head of the lot. The dimensions, composition and complete description of all monuments or benches, must be submitted to the Board of Trustees for approval prior to their being erected.

Individual graves in lots containing multiple graves are permitted only to have a bevel marker, slant stone or flat marker. Bevel markers, slant stone markers or flat markers shall be placed in the center and at the head of the grave site. Prior to being erected, the dimensions, composition and complete description of all said markers must be submitted to management for approval. Benches and Upright Monuments are not permitted on such individual grave lots.

The license holder, its heirs and its authorized agents (memorial dealers) shall abide by all the Rules & Regulations of the cemetery operated by Kingston Evergreen Cemetery Association.

The management reserves the right to approve and prescribe the kind, size, design, quality, and material of memorials, inscriptions, monuments and markers placed in the cemetery. All memorials and inscriptions are subject to the approval of management, further delegated to the treasurer for approval.

Memorials deemed by management to be obscene, offensive or unreasonable will be rejected.

License holder and/or memorial dealer shall submit a detailed drawing and design of the memorial at the time of ordering its foundation. The memorial contractors will supply a certificate of insurance to management before work is performed in the cemetery.

All memorial work or permanent placement of a memorial shall take into account the wishes of the license holder of said lot or grave and/or the heirs if the licensee is deceased. Notwithstanding any provisions to the contrary, the location and position in which any memorial is to be placed or erected shall be entirely subject to approval of the Board of Trustees and under the supervision of the superintendent.

Memorial employees, in placing or erecting memorials or bringing materials in regard to such work, shall operate in a safe and efficient manner at all times. As independent contractors, they shall be responsible for their work as well as any damage to other memorials and/or cemetery grounds. All work must conform to the cemetery Rules & Regulations.

For dimension, foundation and base requirements for all grave memorials reference should be made to the Definitions for each type of grave memorial. Said provisions are hereby incorporated herein by reference.

Construction of Crypts and Mausoleums

Section XVIII

A. Siting:

1. The site, location and graves which are designated for crypt/mausoleums lots shall be decided by the Board of Trustees.
2. Lots for private crypts must be a minimum of 10 feet from front to rear by 10 ½ feet wide. Lots for private mausoleums must be at least 20 feet from front to rear by 14 feet wide. Building's foundation wall must be at least two feet from the side and rear lot lines, and the building itself must not occupy more than 70 percent of the

width of the lot, unless approved in writing by Kingston Evergreen Cemetery. These same regulations will apply to one or two sarcophagus on a lot. Kingston Evergreen Cemetery shall determine the N-S-E-W direction of the placed structure.

B. Construction:

1. Crypts/mausoleums must be of the most suitable and durable materials and construction where interments can be made separately and hermetically sealed at the time of depositing the human remains. Full plans and specifications, with triplicate plans for foundations, must be filed with and approved by the Kingston Evergreen Cemetery. The Board of Trustees reserves the right to approve or deny any plans and all such decisions of the Board of Trustees will be final.

2. Kingston Evergreen Cemetery will erect all foundations and will provide the Lot Holder an estimate of the cost of this work upon the submittal of plans for approval. Foundations of these buildings shall be a minimum of 3 feet deep and the walls of said foundation shall be a minimum of 2 feet from each side of the abutting grave. A reasonable amount of time will be given to Kingston Evergreen Cemetery for the completion of this foundation. The foundation will not be made between the period of November 1st to May 1st, unless in the sole opinion of the Board of Trustees, weather permits.

3. The construction of any crypt/mausoleum shall be subject to the inspection of the Board of Trustees or its authorized agent/agents and the right to reject any material or manner of workmanship is hereby reserved.

4. The Lot Holder shall be responsible for the cost of all civil engineering firm(s) hired by and at the choice of the Board of Trustees to inspect the construction of any crypt/mausoleum and the Board of Trustees reserves the right to reject the material or manner of workmanship.

5. All work on private crypts/mausoleums will not be permitted on Saturdays, Sundays or Holidays.

C. Plantings:

1. Plantings may extend only for a distance of two feet from the foundation wall of the crypt/mausoleum to the front property line. Plantings may encompass the entire area between the crypt and the rear property line. The height of plantings in the front of the crypt/mausoleum shall not exceed one foot. The height of the plantings in the rear or on the sides of the crypt/mausoleum shall not exceed the height of no more than 3 feet.
2. The Cemetery shall not be responsible for maintaining and preserving the plantings. The Cemetery will not be responsible for any damage done by any persons to the plantings. If the plantings are not maintained or are unsightly, the Cemetery shall remove them at the expense of the Lot Holder owner.
3. No objects of any kind are permitted on the ground or ledge in front of the crypt/mausoleum.
4. All the Rules and Regulations herein pertaining to Ornamentation and Decoration of grave lots contained in Section XI apply to this Section XVIII.

D. Liability

1. In all cases the Owner of the lot or lots shall be held liable for any and all damages caused either to the Cemetery or to private property in the construction of the crypt/mausoleum.
2. Persons engaged in erecting crypts/mausoleums are prohibited from attaching ropes, wires or other equipment to trees, shrubs or monuments and from scattering their material over adjoining lots or leaving the same on grounds any larger than is necessary. And in all cases, must restore the grounds and drives to a condition satisfactory to the Cemetery's agent.
3. The Cemetery takes all reasonable precautions to protect its Lot Owners and their property from loss, damage or injury, but shall not be responsible for loss, damage or injury. The Cemetery suggests any valuable monument, artwork or other item affixed on a lot, above a ground crypt or private mausoleum, be covered under the Lot Owner's homeowner's property insurance policy.

4. In the event that the structure's construction begins and contractor and/or the Lot Owner decide to discontinue the construction process, structure site will be granted under the following conditions.

a. The site area is to be restored to its original state at the cost of the Lot Owner;

b. Any fees and any other costs incurred by the Cemetery shall be paid to the Cemetery by the contractor and/or the lot owner and may be subtracted from the escrow and/or from other funds.

E. Other Terms

1. All proposed private crypts and mausoleums would require an endowment to be created to provide for the long term care of the structure. The amount of the endowment in each case will be determined by Evergreen Cemetery, and will vary in accordance with the size and design of the structure and the materials used. The endowment must be full funded before any construction is commenced.

2. Concerning private mausoleums:

a. Stained glass windows in a mausoleum must be protected by an outer panel of plexi-glass or other shatterproof material, and is to be installed at the time of construction. All doors on a mausoleum must be of durable materials, such as bronze or granite, with the capability to be locked and large enough in width to allow for interments, and other work to be done on the inside of the mausoleum.

b. As soon as the door is installed in a mausoleum, a key and two duplicates, of a type approved by Evergreen Cemetery, must be provided. These keys will be used for maintenance, and the preparation work of interments to be made. The owners of the mausoleum should notify Evergreen Cemetery of any and all names of outside contractors who may have access to the owners' mausoleum.

3. The terms of this Section shall be considered to be part of the totality of the Evergreen Cemetery's Rules and Regulations and that the other totality of the Evergreen Cemetery's Rules and Regulations shall be incorporated into these terms and sections regarding the development and construction of crypts/mausoleums.

Grading and Improvements

Section XIX

The Board of Trustees and/or management reserves the right to do all grading, landscaping work, improvements of any kind, and all care of lots and graves; likewise to plant, trim, cut or remove all trees, shrubs and herbage within the cemetery grounds. Any and all improvements or alterations in the cemetery will be under the direction of and subject to the approval of the management. The management reserves the right to use legally approved chemical applications to beautify and protect the cemetery grounds.

Right to Re-plat

Section XX

The following rights and privileges are hereby reserved to the Board of Trustees and/or management to be exercised at any time for the erection of buildings, for any purpose or use connected with, incident to, convenient for, the care, preservation of, preparation for interment of the deceased or other cemetery purpose; to survey, enlarge, diminish, re-plat, alter in shape or size or otherwise change all or part of a portion of the cemetery, including to establish, close or otherwise modify the roadways and walks.

No Easements Granted

Section XXI

No easement or right is granted to any license holder in any road, drive, walkway within the cemetery, but such roads, drives, walkways, may be used as means of access to the cemetery and its buildings as long as management designates said areas for such purposes.

Loss or Damage

Section XXII

The management disclaims all responsibility for loss or damage beyond its reasonable control, and especially from damage by an act of God, the elements, insurrections, riots, order of any military or civil authority, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, or any cause similar or dissimilar beyond management's control, whether the damage be direct or collateral. In the event it becomes necessary to

reconstruct, or repair any section of the cemetery, including graves or any portion thereof, management shall give written notice of repairs to its Lot Holders or heirs of record or necessity of repairs. If it is the responsibility of the Lot Holder or its heirs to repair said damage, then said notice shall be sent to the last known address of the Lot Holder and if the Lot Holder does not repair the damages in a reasonable time, the management may direct the repairs to be made and charge the expense to the Lot Holder of record.

Use of Cemetery and Conduct within Cemetery

Section XXIII

- The use of motorized vehicles and any other forms of transportation, other than authorized vehicles, are limited to roadways, paved or unpaved, and are specifically excluded from walkways and grassed areas.
- Speed shall be limited to fifteen miles per hour maximum (15 MPH).
- Parking on the grass is prohibited.
- All recreational activities including but not limited to sledding, skiing, ice skating, skateboarding, roller blading, scooters, and bike riding are not allowed in the Cemetery.
- Snowmobiles, go-carts, scooters or any other types of recreational motorized or mechanized vehicles are not allowed.
- No signs or notices or advertisements of any kind shall be allowed in the cemetery unless placed by the Board of Trustees.
- Domestic animals are strictly prohibited in the Cemetery whether or not they are under the control of a responsible party or on a leash. A standard exception applies to seeing-eye and service dogs.
- All persons are prohibited from any disrespectful use of the Cemetery.
- All recreational use of Mirror Pond is prohibited.
- Children are not permitted to climb or play on monuments.
- Loitering, play or other boisterous activity within the Cemetery is prohibited.
- Alcoholic beverages are prohibited on the Cemetery grounds at all times.
- The governing body shall in no way be held liable for any

- injuries sustained by anyone while in the Cemetery.
- Water spigots are located throughout the cemetery grounds for the use of Lot Holders. Please be sure to turn water off completely when not in use. Water is turned off for the Winter season on or before November 1st and is turned on for the Spring/Summer/Fall season on or before May 1st.
 - Trash receptacles are located throughout the Cemetery grounds. Please discard all old flowers, paper and pots in these receptacles. Deposit of household trash is strictly prohibited. Please do not discard anything in the woods surrounding the cemetery.

License Holder's Change of Address

Section XXIV

It shall be the duty of the Lot Holder grantee, and their heirs to notify the Board of Trustees of any changes in its mailing address. Notice sent to the Lot Holder at the last address in the records shall be considered sufficient and proper legal notification.

Change of address notice should be sent to:

Kingston Evergreen Cemetery Association, Inc.
21 Green Street
P.O. Box 248, Kingston, MA 02364

General

Section XXV

The Board of Trustees meet, unless otherwise posted, on the 3rd Tuesday of each month at 6:30 p.m. at the Prince Chapel, located in Kingston Evergreen Cemetery, Kingston, MA. The annual meeting and election of officers and Board of Trustees for the upcoming year is held on the 3rd Tuesday in January at 6:30 p.m. at the Prince Chapel, Kingston Evergreen Cemetery, Kingston, MA. These dates are subject to change. Changes will be posted on the front door of the chapel.

Acceptance & Approval

Section XXVI

Persons aggrieved by these rules & regulations and/or their interpretation or application by management have the right of appeal when made in writing to the Board of Trustees.

The statement of any employee of the cemetery shall not be binding upon management, except as such statement coincides with the document conveying the right of interment and with the rules & regulations.

The Kingston Evergreen Cemetery Association, through its governing body, reserves the right at any time to change, amend, alter, repeal, rescind, or add to these rules & regulations or to any part thereof, or to adopt any new rule & regulation with respect to its cemetery or anything pertaining thereto.

The following rules & regulations were approved by the governing body of the Kingston Evergreen Cemetery Association, Inc., on the 1st day of November 2016.



Guevremont, Jr., President

Kingston Evergreen Cemetery Association, Inc.

FEE SCHEDULE

Effective September 1, 2015

<u>Location</u>	<u>Cost Per Grave</u>
1. Holmes Park, CC Section, DD Section	\$1,850
2. A Section Overview	\$1,850
3. The Oaks (Rear Pond Area Opposite Evergreen Street)	\$3,500
4. Laurel-Vale	\$3,000
5. Oak Vale (Across From Holmes Park Section)	\$3,000
6. Mirror Pond	\$5,000
7. BB (Old Section)	\$1,850

Please Note:

- In Locations #3 through #7 burial rights will be conveyed in sequential order.
- Two or more grave spaces are required for a monument.

Burial and Memorial Fees

Full Burial	\$1,550
Cremations	\$800
Infants or Stillborns	\$500
Winter Grave Openings (December 1st to March 31st) **	\$300
Weekend Grave Openings (Saturday, Sunday, Holidays) **	\$400
Foundations Per Square Foot	\$400
Setting Footstones / Markers	\$300
Removals/Disinterments	Case by Case
Supervising of Bench Installation	\$400

Please Note:

- ** Indicates Premium additional cost
- Roads are NOT maintained during winter months.
- Each grave accommodates 1 full casket & 1 burial of human cremated remains/stillborn OR burial of 2 human cremated remains.

Miscellaneous

- Lot Owners desiring to sell their lot must sell it ONLY to **EVERGREEN CEMETERY** at the original price the Lot Owner paid. Lot Owners are not allowed to sell their lot to any other person.(eff 10/24/2006)
- Evergreen Cemetery charges a minimum Administrative Fee of \$50.00 and an additional charge of \$50.00 for each additional hour (eff. 11/21/2006)

