

# Milton Pioneer Cemetery

## Rules, Regulations and Utah Code

### Definitions:

Association means the organization or corporation owning and controlling the cemetery.

Burial means the in-ground burial for cremations and human remains.

Cemetery means Milton Pioneer Cemetery.

Concrete Box shall mean an outer burial container that is not water tight.

Cremation is the final disposition of a dead human body through burning.

Vault means a space intended to be used to entomb un-cremated human remains.

Digging is the process of using hands or an implement to remove or move soil from cemetery plots typically done for planting pots or flowers.

Entombment means the placement of human remains in a vault.

Grave means a space of ground in the cemetery used, or intended to be used, for burial.

Headstone shall mean a durable monument, tablet or plaque to designate a burial space.

Interment means the disposition of human remains by burial.

Interment Right shall mean the right to bury human remains in a cemetery plot.

Marker shall mean a headstone.

Memorial means a monument, marker, tablet, headstone, tombstone, name plate or plaque.

Monument means a memorial of granite or other approved stone that extends above the surface of the lawn.

Outer Burial Container shall mean a container buried in the ground to surround the casket in the grave, either a vault or grave liner or concrete box.

Ownership is the right to be buried in the plot. The deed to the cemetery belongs to the Milton Pioneer Cemetery. A purchaser of the plot may be called the "owner" for burial rights only.

Plot means space or grave in the cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more than one adjoining grave, one or more than one adjoining vault. The sale of the plot and ownership of the plot by the purchaser is only the right to be buried.

Vault shall mean a concrete box that has special provisions to keep the contents dry.

## GENERAL SUPERVISION OF CEMETERY

### *Rule 1-A Admission to Cemetery*

Milton Pioneer Cemetery is a private corporation and it reserves the right to compel all persons coming into the cemetery to present proper identification for examination; all machines may also be compelled to be brought to a full stop; further, Milton Pioneer Cemetery reserves the right to refuse admission to anyone and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests of the cemetery.

### *Rule 1-B Cemetery Management In Charge Of Funeral*

All funerals, on reaching the Cemetery, shall be under the supervision of the cemetery management.

### *Rule 1-C Casket Not To Be Opened or Body Touched Without Consent*

Milton Pioneer Cemetery reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the legal representative of the deceased or without a court order provided that, in the event necessity requires, Milton Pioneer Cemetery may take appropriate steps to correct any obnoxious or improper condition.

## INTERMENTS AND DISINTERMENTS GENERALLY

### *Rule 2-A Subject to Laws*

Besides being subject to these rules and regulations, all interments, disinterment and removals are made subject to the orders and laws of the properly constituted authorities of the city, county and State.

### *Rule 2-B Time and Charges*

All interments, disinterments, and removals must be made at the time and in the manner and subject to the payment of such charges as fixed by the cemetery management.

### *Rule 2-C Holidays*

Interments, disinterments, removals, cremations or interment services shall not be scheduled on Sundays or within two days of any national or State holidays without written permission from Milton Pioneer Cemetery.

### *Rule 2-D Notice*

The right is reserved by Milton Pioneer Cemetery to require a three day notice and payment in full before any cremation or interment, and one week's notice prior to any disinterment or removal. Milton Pioneer Cemetery, at their own and sole discretion, may schedule an interment at a more expedient time as circumstances require.

### *Rule 2-E Concrete Outer Burial Container*

The casket in every earth interment which includes cremations shall be enclosed in a concrete box or vault. The actual installation of which shall be made by the employees or contractors of Milton Pioneer Cemetery.

*Rule 2-F Interment of Cremated Remains*

Milton Pioneer Cemetery shall be in no way liable or held responsible for any abandoned cremated remains. Cremated remains will be considered abandoned if not claimed by a legally-entitled individual within 30 days of the cremation. The cremated remains may be removed when abandoned. Milton Pioneer Cemetery shall be in no way liable for the loss or destruction of said remains nor for the retrieval of said remains if they have been interred. The person authorizing the cremation or the heirs at law, either jointly or severally, shall be held liable for rental space occupied by the remains pending the time they are permanently interred and for interment charges if incurred.

*Rule 2-G Location of Interment Space*

When instructions from the plot owner regarding the location of an interment space in a plot cannot be obtained, or are indefinite, or when for any reason the interment space cannot be opened where specified, the management may, in its discretion, open the plot in a location that it deems best and proper. Milton Pioneer Cemetery shall not be liable for damages in said location and burial.

*Rule 2-H Orders Given By Telephone, Fax or Email*

Milton Pioneer Cemetery shall not be held responsible for any order given by telephone, fax or email, or for any mistake occurring from the lack of precise and proper instructions as to the particular space, size and location in a plot where interment is desired.

*Rule 2-I Errors May Be Corrected*

Milton Pioneer Cemetery reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by Milton Pioneer Cemetery, or, in the sole discretion of Milton Pioneer Cemetery, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the interment of the remains of any person in such property, Milton Pioneer Cemetery reserves, and shall have, the right to remove and reinter the remains to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof. Milton Pioneer Cemetery shall also have the right to correct any errors made by placing an improper inscription, including an incorrect name or date on the memorial.

*Rule 2-J Not Responsible For Identity*

Milton Pioneer Cemetery shall not be liable for the identity of the person sought to be interred.

*Rule 2-K No Interment or Placement of Marker Permitted Unless All Fees, Charges and Property Are Paid For*

No interment shall be permitted or memorial placed in or on any property not fully paid for except by special written consent of Milton Pioneer Cemetery in each and every case; moreover, in the event such consent is given, any and all interments or memorials placed in or on said property shall be considered as temporary. A note shall not be considered as payment and no rights shall be acquired by the plot purchaser of said interment or interments until such property is fully paid for in cash, including principal and interest as well as any and all other outstanding and unpaid charges due to the Cemetery. If the purchaser of said property shall fail to meet all payments within thirty days after the same are demanded by Milton Pioneer Cemetery, Milton Pioneer Cemetery may re-enter said property and hold the same as of its former estate. Milton Pioneer Cemetery, thereupon, shall be released from all obligations thereto and may retain such payments as may have been made toward the purchase of such property as liquidated damages.

Milton Pioneer Cemetery reserves the right and shall have the right immediately or at any time thereafter, without notice and at its discretion, to cremate or to remove to single graves, to be chosen by Milton Pioneer Cemetery, each of the remains then interred in said property. Milton Pioneer Cemetery, further, shall have the right to remove any memorial that may have been placed on said property.

*Rule 2-L Interment of More Than One Body*

Not more than one body, or the remains of more than one body, shall be interred in one grave or vault unless such grave or vault has been purchased with the written agreement that more than one body, or the remains of more than one body, may be interred, except by written consent of Milton Pioneer Cemetery, and provided proper identification is made of such interment or interments in one regulation memorial or marker. This includes but is not limited to the placement of an urn or other container of cremated remains in a casket prior to burial of said casket. The maximum number of interred cremated bodies, into any one ground burial space is four. The maximum number of interred bodies that are not cremated into any one ground burial space is two. All interments must meet Cemetery standards and meet requirements as to payment and notice.

*Rule 2-M Interment for Members of All Races*

The use of the property is not restricted to any person based upon race.

## DISINTERMENTS AND REMOVALS

*Rule 3-A Removal for Profit Prohibited*

Removal by the heirs of a body or cremated remains so that the plot may be sold for profit to themselves or removal contrary to the expressed or implied wish of the original plot owner is absolutely forbidden.

*Rule 3-B May Obtain Larger Plot*

A body or cremated remains may be removed from its original plot to a different plot in the cemetery, or other cemetery controlled by the Cemetery, when there has been an exchange or purchase for that purpose.

*Rule 3-C Care in Removal*

Milton Pioneer Cemetery shall exercise due care in making a disinterment and removal, but it shall assume no liability for damage to any casket, urn or outer burial container incurred in making the disinterment and removal.

## SERVICE CHARGES

*Rule 4- Payment of Service Charges*

The charges for the cemetery services must be paid at the time of the issuance of the order of interment or disinterment and removal.

## RIGHTS OF FAMILY OWNERS

*Rule 5-A Interment Rights of Plot Owners*

All plots conveyed to individuals are presumed to be the sole and separate property of the owner named in

the instrument of conveyance. All plots, graves, or burial spaces are not conveyed to the owner as fee simple property but conveyed as Interment Right granted by the Cemetery within the Cemetery.

The spouse of an owner of any plot containing more than one interment right has a vested right of interment of his/her remains in the plot and any person thereafter becoming the spouse of the owner has a vested right of interment of his/her remains in the plot if more than one interment space is unoccupied at the time the person becomes the spouse of the owner.

No conveyance or other action of the owner without the written consent of owner or the spouse of the owner divests the spouse of a vested right of interment, except that a final decree of divorce between them terminates the vested right of interment unless otherwise specifically provided in the decree.

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

Upon the death of a joint tenant, the title to the plot held in joint tenancy immediately vests in the survivors, subject to the vested right of interment of the remains of the deceased joint tenant.

A vested right of interment may be waived and is terminated upon the interment elsewhere of the remains of the person in whom vested.

An affidavit by a person having knowledge of the facts setting forth the fact of the death of the owner and the name of the person or persons entitled to the use of the plot is considered complete authorization to Milton Pioneer Cemetery to permit the use of the unoccupied portions of the plot by the person entitled to the use of it.

An affidavit by any 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 deed to any plot, when filed with Milton Pioneer Cemetery, is complete authorization to Milton Pioneer Cemetery to permit the use of the unoccupied portion of the plot in accordance with the directions of the surviving joint tenants or their successors in interest.

When there are several owners of a plot, or of rights of interment in it, they may designate one or more persons to represent the plot and file written notice of designation with Milton Pioneer Cemetery. In the absence of such notice or of written objection to its so doing, Milton Pioneer Cemetery is not liable to any owner for interring or permitting an interment in the plot upon the request or direction of any co-owner of the plot.

No vested right of interment gives to any person the right to have his remains interred in any interment space in which the remains of any deceased person having prior vested right of interment have been interred, nor does it give any person the right to have the remains of more than one deceased person interred in a single interment space in violation of the rules and regulations.

#### *Rule 5-B Rights of Succession for Family Plots*

Whenever an interment of the remains of a member, or of a relative of a member of the family of the recorded owner, or of the remains of the recorded owner is made in a plot transferred by deed or certificate of ownership to an individual owner and the owner dies without making disposition of the plot, either in his will by a specific devise or by a written declaration filed and recorded in the office of Milton Pioneer Cemetery, the plot thereby becomes inalienable and shall be held as the family plot of the owner.

In a family plot, one grave may be used for the owner's interment; one for the owner's surviving spouse, if any, who by law has a vested right of interment in it; and in those remaining, if any, the parents and children of the deceased owner in order of death may be interred without the consent of any person claiming any interest in the plot.

If no parent or child survives, the right of interment goes in the order of death; first, to the spouse of any child of recorded owner and second, in the order of death to the next heirs of law of the owner or the spouse of any heir of law.

Any surviving spouse, parent, child or heir who has a right of interment in a family plot may waive such right in favor of any other relative, or spouse of a relative, of either the deceased owner or of his spouse, and upon such waiver the remains of the person in whose favor the waiver is made may be interred in the plot.

Milton Pioneer Cemetery may take and hold any plot conveyed or devised to it by the plot owner so that it will be inalienable, and interments shall be restricted to the persons designated in the conveyance or devise.

#### *Rule 5-C Descent of Right of Interment*

If no interment is made in an interment plot which has been transferred by deed or certificate of ownership to an individual owner, or if all remains previously interred are lawfully removed, upon the death of the owner, unless he has disposed of the plot either in his will by a specific devise or by a written declaration filed and recorded in the office of the cemetery authority, the plot descends to the heirs at law of the owner subject to the rights of interment of the decedent and his surviving spouse.

## TRANSFERS OR ASSIGNMENTS

#### *Rule 6-A Consent of Association*

No transfer or assignment of any plot, or interest therein, shall be valid until the consent of Milton Pioneer Cemetery has been endorsed thereon and the same has been recorded on the books of Milton Pioneer Cemetery.

#### *Rule 6-B Indebtedness*

Milton Pioneer Cemetery may refuse to consent to a transfer or to an assignment so long as there is any indebtedness due to Milton Pioneer Cemetery from the recorded plot owner.

#### *Rule 6-C Transfer Charges*

Milton Pioneer Cemetery may fix a charge for all transfers of ownership in plots or other cemetery items. No transfer of ownership shall be complete or effective until all charges are paid.

#### *Rule 6-D Offers to Provide Plot for a Deceased Child, Grandchild or Great-Grandchild of Plot Owner*

The Cemetery, at its sole discretion, may offer a plot for and at the time of death of a child, grandchild, or great-grandchild of a plot owner. Whenever possible, such plot shall be adjacent to the plot originally purchased by the plot owner. However, if such is not available, Milton Pioneer Cemetery may provide an equivalent plot in another part of the Cemetery.

## SUBDIVISION OF PLOTS

### *Rule 7 May Not Subdivide Plots*

The subdivision of plots is not allowed; no one shall be interred in any plot not having any interest therein, except by written consent of all parties interested in such plot and of Milton Pioneer Cemetery. **However, a relative of any recorded owner may be buried in said plot as provided in these rules or in the laws of the State.**

## CONTROL OF WORK BY ASSOCIATION

### *Rule 8-A Work to Be Done By Milton Pioneer Cemetery*

All grading, landscape work and improvements of any kind, all care of plots, all planting, trimming, cutting or removal of trees, shrubs and herbage of any kind, and all openings and closings of plots, all interments, disinterments and removals shall be made only by Milton Pioneer Cemetery.

### *Rule 8-B Cemetery Management Must Direct and May Remove Improvements*

All improvements or alterations of individual property in the Cemetery shall be under the direction of and subject to the consent, satisfaction and approval of cemetery management; and, should they be made without its written consent, or, in any event, at any time, in its judgment, they become unsightly to the eye, management shall have the right to remove, alter or change such improvements or alterations at the expense of the plot owner.

## DECORATION OF PLOTS

### *Rule 9-A Floral Regulations*

Permanent receptacles must be set wholly beneath the level of the lawn and at the headstone. No temporary receptacles shall be placed beneath ground level. Milton Pioneer Cemetery shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the Cemetery as soon as, in the judgment of the Superintendent, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained. Milton Pioneer Cemetery shall not be liable for floral pieces, baskets or frames in which or to which such floral pieces are attached. Milton Pioneer Cemetery shall not be liable for lost, misplaced or broken flower vases. Milton Pioneer Cemetery shall not be responsible for plants, herbage or planting of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control. Milton Pioneer Cemetery reserves the right to regulate the method of decorating plots so that uniform beauty may be maintained. Milton Pioneer Cemetery reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants, or herbage of any kind, unless it gives its consent.

### *Rule 9-B Removal of Floral Frames*

Floral frames removed from the cemetery may be disposed of by Milton Pioneer Cemetery in any manner it sees fit.

### *Rule 9-C Certain Ornaments Prohibited*

The placing of boxes, shells, toys, metal designs – including shepherd hooks, ornaments, chairs, settees, vases, glass, wood or iron cases, stakes, landscape lights, and similar articles, upon plots or in landscape areas, including surrounding vegetation, shall not be permitted, and, if so placed, Milton Pioneer

Cemetery may remove the same. One permanent ornament may be placed inside the mow strip of the headstone.

## ROADWAYS AND REPLATTING

### *Rule 10-A Right to Re-plat, Re-grade and Use Property*

The right and privilege, at any time and from time to time, to resurvey, enlarge, diminish, re-plat, alter in shape or size, or otherwise to change all or any part, portion or subdivision of the property hereby mapped and platted (including the right to lay out, establish, close, eliminate, or otherwise modify or change the location of roads, walks, or drives) and to file amended maps or plats thereof, and to use the same for the erection of buildings or for any purposes or uses connected with, incident to or convenient for the care, preservation or preparation for the disposal or interment of human dead bodies or other cemetery purposes, together with easements and rights of way over and through said premises, and the right and privilege of installing, maintaining and operating pipelines, conduits or drains for sprinklers, drainage, electric or communication lines, or for any other purposes, is hereby expressly reserved.

### *Rule 10-B No Right Granted In Alleyways*

No easement or right of interment is granted to any plot owner in any road, drive, alley or walk within the Cemetery; however, such road, drive, alley or walk may be used as a means of access to the cemetery or buildings as long as Milton Pioneer Cemetery devotes it to that purpose.

### *Rule 11-C ATVs, 4Wheelers*

ATV's and 4 Wheelers are permitted only on roadways. The vehicles shall comply with the solitude, reverence and respect of the cemetery.

## CONDUCT OF PERSONS WITHIN CEMETERY

### *Rule 11-A Must Use Walks*

Persons within the cemetery grounds shall use the avenues, walks, alleys and roads. Any person injured while walking on the grass or while on any portion of the Cemetery, including the avenues, walks, alleys or roads, shall in no way hold Milton Pioneer Cemetery liable for any injuries sustained.

### *Rule 11-B Trespassers on Cemetery Plots*

Other than cemetery staff, only the plot owner and their relatives may be permitted on the cemetery plot. Any other person thereon shall be considered a trespasser. Milton Pioneer Cemetery shall owe no duty to said trespasser to keep the property or the memorial thereon in a reasonably safe condition.

### *Rule 11-C Children*

Children under fifteen years of age shall not be permitted within the Cemetery or its buildings unless accompanied by proper persons responsible for them.

### *Rule 11-D Flowers and Animal Life*

All persons are prohibited from gathering flowers, either wild, cultivated or as grave decorations, or breaking trees, shrubbery or plants, or feeding or disturbing the birds, or other animal life.

### *Rule 11-F Loitering Prohibited*

Persons other than plot owners or relatives shall not be permitted to loiter in the Cemetery or in any of the buildings.



*Rule 11-G Loud Talking*

Boisterous or unseemly conduct shall not be permitted in the Cemetery or in any of the buildings.

*Rule 11-H Smoking*

Smoking is only permitted on the grounds as allowed by State and local laws and regulations. All smoking paraphernalia must be safely discarded in appropriate trash receptacles.

*Rule 11-I Rubbish*

The throwing of rubbish on the drives, paths or any part of the grounds, or in the buildings, is prohibited.

*Rule 11-J Automobiles*

Automobiles shall not be driven through the Cemetery at a speed greater than ten miles per hour and must always be kept on the right-hand side of the cemetery roadway. Automobiles are not allowed to park or come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral.

*Rule 11-K Bicycles and Motorcycles*

Bicycles and motorcycles shall be admitted to the Cemetery so long as they do not distract from the peaceful nature of the cemetery.

*Rule 11-L Peddling or Soliciting*

Peddling of flowers or plants or soliciting the sale of any commodity, other than by employees of Milton Pioneer Cemetery under its direction, is prohibited within the confines of the Cemetery. Solicitation of any kind is strictly forbidden at any time in the Cemetery without the approval of Milton Pioneer Cemetery. Violation of this rule will result in immediate dismissal from the property.

*Rule 11-M Firearms*

No firearms shall be permitted within the Cemetery except on special permit from the management or duly constituted authorities.

*Rule 11-N Notices and Advertisements*

No signs, notices or advertisements of any kind shall be allowed in the Cemetery unless placed by Milton Pioneer Cemetery.

*Rule 11-O Pets*

Pets not on leash shall not be allowed on the Cemetery grounds or in any of the buildings. Pets are restricted to roadways and not lawn or planting areas. Pets may not be interred, buried, entombed, or inurned within the boundaries of the Cemetery.

*Rule 11-P Hours of Operation*

The cemetery grounds shall be open from dawn to dusk daily.

*Rule 11-Q Improprieties*

It is of the utmost importance that there should be strict observance of all of the proprieties of the Cemetery, whether embraced in these rules or not, as no improprieties shall be allowed and the management shall have power to prevent improper assemblages.

*Rule 11-R Property Management and Board to Enforce Rules*

The Property Manager and Board are hereby empowered to enforce all rules and regulations and to exclude from the property of Milton Pioneer Cemetery any person violating the same. The Property Manager, Superintendent and his assistants shall have charge of the ground and buildings, and at all times

shall have supervision and control of all persons in the Cemetery, including the conduct of funerals, weddings, traffic, employees, plot owners and visitors.

## FEES, GRATUITIES AND COMMISSIONS

### *Rule 12 Fees or Commissions May Not Be Accepted By Employees or Board Members*

No person, while employed by or contracted with Milton Pioneer Cemetery, shall receive any fee or commission, except from Milton Pioneer Cemetery, either directly or indirectly, under penalty of immediate dismissal.

## PROTECTION AGAINST LOSS OR DAMAGE

### *Rule 13-A Use of Guards and Non-Responsibility*

Milton Pioneer Cemetery shall have the right to maintain guards if, in its discretion, it deems it necessary but is under no legal obligation to do so. Whether or not guards are used, Milton Pioneer Cemetery distinctly disclaims control especially from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority whether the damage be direct or collateral.

### *Rule 13-B Charges May Arise For Unusual Repairs Necessitated By Acts of God of Man*

In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze or concrete work on any section or plot which has been damaged by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, and no trust fund has been provided with adequate available funds, Milton Pioneer Cemetery shall give a 10-day written notice of the necessity for such repair to the plot owner of record. The notice shall be given by depositing the same in the United States mail addressed to the plot owner of record at his or her address stated on the books of Milton Pioneer Cemetery. In the event the plot owner fails to repair the damage within a reasonable time, Milton Pioneer Cemetery may direct that the repairs be made and charge the expense against the plot and to the plot owner of record.

## CHANGE OF ADDRESS OF PLOT OWNERS

### *Rule 14 Plot Owner Must Notify Association*

It shall be the duty of the plot owner to notify Milton Pioneer Cemetery of any change in his mailing address. Notice sent to a plot owner at the last address on file in the office of Milton Pioneer Cemetery shall be considered sufficient as proper legal notification.

## ENDOWMENT AND SPECIAL CARE

### *Rule 15-A Endowment Care of Plots*

Endowment care is that care and maintenance necessitated by natural growth and ordinary wear which

can be provided at reasonable intervals with income from the endowment care fund, and includes planting, cutting and watering the area of lawns, trees and shrubs; the cleaning and upkeep of buildings; and the maintenance of utilities, walls, roadways and walks. Milton Pioneer Cemetery may also use a portion of the income from such funds for such general care, maintenance, repairs and embellishment as it, in its sound discretion, shall deem to be for the best interests of the Cemetery to the end that the Cemetery generally be kept in the best condition possible within the limits of such income.

#### *Rule 15-C Endowment Care Exceptions*

The term endowment care shall not be construed as meaning the maintenance, repair or replacement of any grave-stones or monumental structures or memorials placed or erected upon plots; nor the planting of flowers or ornamental plants; nor the maintenance or doing of any special or unusual work in the Cemetery; nor does it mean the reconstruction of any marble, granite, bronze or concrete work on any section or plot, any portion or portions thereof in the Cemetery or other building or structures, caused by mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or any order of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

#### *Rule 15-D Investment of Endowment Care and Special Care Funds*

The money received for endowment care and special care shall be held in trust and invested as provided by law. Milton Pioneer Cemetery reserves the right, however, either to handle all investments itself, or to deposit said funds with any person, Cemetery or corporation qualified to act as trustee for such funds.

#### *Rule 15-F Funds May Be Deposited With Others of Like Character*

It is understood and agreed between the purchaser and Milton Pioneer Cemetery that endowment care funds and special care funds may be deposited with others of like character and intent, to the end that the income from such accumulated funds shall be used for care as provided in the rules and regulations; however, in no case shall their deposit be construed as a contract to care for any individual property or space in any way other than as defined in said rules and regulations. The care of the grounds and buildings, and special care, shall be limited to the net income received from the investment of such funds.

#### *Rule 15-G Trustees to Direct Expenditures*

The net income from the endowment care fund shall be expended by Milton Pioneer Cemetery in such manner as will, in its judgment, be most advantageous to the property owners as a whole, and in accordance with the purposes and provisions of the laws of the State applicable to the expenditure of such funds. Milton Pioneer Cemetery 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 fund shall be expended, and it shall expend the net income in such a manner as, in its sole judgment, it may deem advisable for the care, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds and may include those items specifically excepted in Rule 15-C. It may also expend the income for attorney, court or legal fees and other costs necessary to the preservation of the legal rights of Milton Pioneer Cemetery.

#### *Rule 15-H Amount of Deposit for Plots*

The amount to be collected from each purchaser of a cemetery plot at the time of payment of the purchase price and to be deposited in the endowment care fund shall be a sum of \$400. This amount is subject to be modified as the Board sees fit.

#### *Rule 15-I Total Plots for Purchase*

As of January 1, 2024, no person may purchase more than two plots in his or her name. There is no age restriction on purchasing plots. In order to purchase a plot the purchaser must have lived in Milton,

Stoddard, Line Creek, Deep Creek, or Littleton. The plot purchased shall be in the purchaser's name for him/her or their spouse and can only be used by him/her or their spouse. If the purchaser or spouse is interred in a different cemetery, the remaining one or two plots will revert to the Milton Pioneer Cemetery. **Need to make this work with Rule 5**

#### *Rule 15-J Record of Deposits*

A record book shall be kept by Milton Pioneer Cemetery showing the name of each plot purchaser and the amount he has deposited with the endowment care fund.

#### *Rule 15-K Special Care*

Special care shall include only those specific services set forth in Special Care agreements with the plot owners. It may include the improvement or embellishment of all or any part of the Cemetery or any plot in it, the erection, maintenance, removal, repair or preservation of any memorial structure, the planting and cultivation of flowers, trees, shrubs or plants in and around the Cemetery. Special care funds may be invested with and in the same manner as endowment care funds.

#### *Rule 15-L Charitable Purpose of Endowment and Special Care Funds*

The sum paid in or contributed to the endowment or special care funds are expressly authorized for a charitable purpose. Such contributions are a provision for the discharge of a duty due from the person contributing to the person or persons interred or to be interred in the Cemetery and likewise a provision for the benefit and protection of the public by preserving, beautifying, and keeping the Cemetery from being un-kept and a place of reproach and desolation in the community. No payment, gift, grant, bequest, or other contribution for such purpose is invalid by reason of any indefiniteness or uncertainty of the persons designated as beneficiaries in the instruments creating the endowment or special care funds, nor are the funds or any contributions to them invalid as violating any law against perpetuities or the suspension of the power of alienation to title to property.

## RULES FOR MEMORIAL WORK IN MILTON PIONEER CEMETERY

#### *Rule 16-A Marker Requirements*

All markers shall be placed at the head of the grave; no foot markers are permitted. All markers are to be made of durable materials such as granite, marble, bronze, etc. Markers may be placed flat or above ground. The foundation placement shall be marked by the Milton Pioneer Cemetery.

#### *Rule 16-B Foundations Required for Bronze Markers*

All memorial plaques, tablets or headstones shall be mounted on a foundation of concrete or granite in accordance with the guidelines stated above.

#### *Rule 16-C Maximum Number of Markers*

The maximum number of markers on any one plot is two.

#### *Rule 16-D Vases for Marker, Headstone, or Monument*

##### 1. *Markers or Headstones*

Markers or Headstones may have a detachable vase that must be placed, when not in use, below the level of the marker or headstone so as to be below the level of the sod or lawn. They may be housed within the foundation of the marker or headstone, or may have their own foundation. If the vase has its own foundation, the foundation must be of granite, a minimum of four inches thick but not more than six inches thick, and extend beyond the edge of the vase and its support assembly by a minimum of four inches. All marker or

headstone vases shall be approved by the Cemetery and be of durable material such as bronze or plastic. All vase support assemblies shall be of bronze.

2. *Monuments*

Monuments may have a detachable vase that meets the requirements for marker or headstone vases. They may also have a fixed vase that is attached to and is part of the Monument. Such attached vases shall be of bronze or granite with drainage holes at their base to prevent the collection of water within the vase. All monument vases shall be approved by the Cemetery.

*Rule 16-E Granite Benches*

1. *Where Permitted*

Granite benches are only permitted as the headstone marker. The location of each bench shall be determined and approved by the cemetery. A person may not place a bench that is not a headstone on any cemetery property. The bench will be discarded.

## RULES FOR MEMORIAL WORK IN ALL CEMETERY SECTIONS

*Rule 17-A Producers and Retail Dealers Responsible for Defects of their Products*

1. Producers of monument materials, meaning thereby quarries, quarries who also manufacture memorials, and manufacturers of memorials not quarries, in order to secure the approval of the Milton Pioneer Cemetery must agree to sell only first grade, clear stone for memorial purposes, and must be willing to guarantee that such stone is free from sap or anything which will cause rust stains, that will not check or crack, and agree that should such faults develop within five years from date of setting, the memorial will be replaced without cost to Milton Pioneer Cemetery or the lot owner, by such quarry so manufacturing said memorial, or by the manufacturer thereof who will look to his quarry for adjustment on material, such adjustment not to delay the replacement of the memorial in the Cemetery.
2. Retail dealers must agree to use only first grade stone and must guarantee the memorial to be executed in first grade workmanship, with the agreement that should faults develop within five years due to the setting, treatment or handling of the same by the memorial dealer, such memorial will be replaced by such memorial dealer without cost to Milton Pioneer Cemetery or lot owner.
3. Workmen employed in placing or erecting monuments or any other structures, or bringing in materials, shall, as to Milton Pioneer Cemetery, operate as independent contractors, but must do so under permission from the Milton Pioneer Cemetery, and must be under the general supervision of the Superintendent of the Cemetery.
4. Persons engaged in erecting monuments, or other structures, are prohibited from attaching ropes to monuments, trees and shrubs, or from scattering their material over adjoining lots, or from blocking avenues or pathways, or from leaving their materials on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees and shrubs as possible, and must remove all debris and restore the ground and sod to its original condition.

5. Damage done to lots, walks, drives, trees, shrubs or other property, by dealers or contractors, or their agents, shall be repaired by Milton Pioneer Cemetery and the cost of such repair shall be charged to the dealer or contractor, or to his principal, or recovered from a posted bond.
6. No material, machinery, or other thing for the construction of vaults, monuments, or such structures, or monuments themselves, may be brought into the Cemetery until required for immediate use; nor, under any circumstances, shall work be done when a funeral is in process; nor shall such material be placed on lots adjoining the one on which such a structure is to be erected without special permission from the Superintendent.
7. Work shall proceed promptly until the erection of the memorial is completed.
8. While a funeral or interment is being conducted nearby, all work of any description shall cease.
9. Any producer or retail dealer who violates the rules of Milton Pioneer Cemetery shall be removed from the cemetery.

#### *Rule 17-B Monuments and Markers*

1. No family memorial shall be allowed on a family lot without written permission from the Milton Pioneer Cemetery.
2. The size of the memorial or monument must be approved by the Cemetery.
3. Markers shall be flush with the ground.
4. The bottom beds of all bases and markers must be cut level and true.
5. While Milton Pioneer Cemetery will exercise all possible care to protect raised lettering, carving or ornaments on any memorial, other structure, on any lot, it disclaims responsibility for any damage or injury thereto, including but not limited to chipping or cracking or breaking of granite, scraping or marring or cutting or bending of bronze tablets or plaque or vase by mower or truck or tractor.
6. No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any lot; and no walks of brick, chert, cinders, tile, stone, marble, terra cotta, sand, cement, gravel or wood shall be allowed on any lot. If so erected, planted or placed, Milton Pioneer Cemetery reserves the right to remove the same without notice and at the grave or plot owner's expense.

#### *Rule 17-C Design and Finish*

1. Memorial dealers shall be required to furnish to Milton Pioneer Cemetery, for approval and prior to placement, a written description and plan indicating the design and proposed memorial or markers, specifying size, location in lot, inscription, quality of stone and the name of producer furnishing said stone.
2. Milton Pioneer Cemetery, at their discretion and for any reason, can reject any plan or design for any marker or monument.

3. Milton Pioneer Cemetery reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations therefore have not been made nor proper fees paid; or when tools and machinery are insufficient or defective; or when work is being executed in such a manner as to threaten life or property; or when the monument dealer has been guilty of misrepresentation; or when any reasonable request on the part of Milton Pioneer Cemetery is disregarded; or when any work is not being executed according to specifications; or when any person employed on the work violates any rule of Milton Pioneer Cemetery.
4. The completed work is subject to the approval of Milton Pioneer Cemetery and, if unsatisfactory, may be removed by the Superintendent at the expense of the dealer, installer, or any other party responsible for the work.
5. The name or inscription on each monument, vault or marker must correspond with the name on record in the office of Milton Pioneer Cemetery, and no changes shall be made thereon except upon request of the proper parties and by permission of Milton Pioneer Cemetery.
6. No marker or monument showing drill or tool marks, or straining from removal of rubber mat used for sand engraving, shall be considered as first-grade workmanship.

#### *Rule 17-D Materials*

1. All memorials, markers, headstones shall be constructed of solid rock materials such as granite, quartz, marble etc. Wood is prohibited.

#### *Rule 17-E Mausoleums and Tombs*

1. Mausoleums are prohibited.

#### *Rule 17-F Foundations*

1. All foundations for memorial, markers, tombs, etc., shall be installed under the direction of Milton Pioneer Cemetery; the charges for which shall be fixed by Milton Pioneer Cemetery.
2. Foundation charges shall be paid for in advance.

#### *Rule 17-G Errors in Placing Of Memorials*

Milton Pioneer Cemetery reserves and shall have the right to correct any error that may be made by its employees or by any other person or persons in the location or placing of a memorial in the Cemetery.

#### *Rule 17-H Miscellaneous*

1. Should any memorial or tomb become unsightly, dilapidated or a menace to visitors, the Milton Pioneer Cemetery shall have the right either to correct the condition or to remove the same, at the expense of the lot owner.
2. No monument or marker shall be removed from the cemetery, except by Milton Pioneer Cemetery, unless a written order from the plot owner is presented at the office of the Secretary and permission be granted by Milton Pioneer Cemetery.
3. No signs or advertising of any description, except that placed by Milton Pioneer Cemetery, shall be permitted on any plot or within the cemetery.



## CERTIFICATE AND RULES AND REGULATIONS SOLE AGREEMENT

### *Rule 18 Statements of Sales Agents*

The certificate of ownership and these rules and regulations and any amendments thereto shall be the sole agreement between Milton Pioneer Cemetery and the plot owner. The statement of any sales agent shall in no way bind Milton Pioneer Cemetery.

## MODIFICATIONS AND AMENDMENTS

### *Rule 19-A Exceptions and Modifications*

Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. Milton Pioneer Cemetery, therefore, reserves the right, without notice, to make exceptions, suspensions or modifications in any of these rules and regulations when, in its judgment, the same appears advisable; such temporary exception, suspension or modification shall in no way be construed as affecting the general application of such rule.

### *Rule 19-B Amendments*

Milton Pioneer Cemetery may, and it hereby expressly reserves the right, at any time or times, to adopt new rules and regulations, or to amend, alter or repeal any rules, regulations, articles, sections, paragraphs or sentences in these rules and regulations.

## Utah Code

### 8-5-1. Unused or unkept lots -- Notice procedures.

-1 If a municipality or cemetery maintenance district owns a cemetery and has conveyed cemetery lots or parcels by deed with or without restrictions, and the grantee, or persons claiming through the grantee, for more than 60 years:

(a) have not used portions of the lots or parcels for purposes of burial and have not provided for the care of the lots or parcels beyond that uniformly provided for all lots of the cemetery, and during the 60-year period have not given the municipality or cemetery maintenance district written notice of any claim or interest in the lots or parcels; or

(b) have not used a portion of the lots or parcels for purposes of burial and have not kept the lots or parcels free of weeds or brush, but have allowed it to remain entirely unimproved for more than 20 years, and the lots or parcels are located in the portion of the cemetery where they adjoin or are adjacent to improved parts of the cemetery and by reason of their unimproved condition detract from the appearance of the cemetery, interfere with its harmonious improvements, and furnish a place for the growth of weeds and brush, then the municipality or cemetery maintenance district shall demand of the grantee or persons claiming through the grantee either of the following:



(i) that they file with the municipality or cemetery maintenance district a written notice of claim or interest in and to the lots or parcels recorded by evidence of their claim of ownership within 50 days after the service of a copy of the notice of demand; or

(ii) that they keep the premises clear of weeds and in a condition of harmony with other adjoining lots.

-2 The municipality or cemetery maintenance district shall serve a copy of the demand or notice required by Subsection (1) on the grantee or persons claiming through the grantee in accordance with the Utah Rules of Civil Procedure.

### 8-5-2. Action in district court for title to lots.

If either the grantee, or person claiming through the grantee, fails to comply with the demand or notice, the municipality or cemetery maintenance district may bring an action in the district court of the county in which the cemetery is located against all parties who have not responded to the notice for the purpose of terminating the rights of the parties in the lots or parcels and restoring the lots or parcels to the municipality or cemetery maintenance district free of any right, title, or interest of the grantee, persons claiming through the grantee, their heirs, or assigns. Any action to reclaim title to grave sites, parcels, or lots shall be brought and determined in the same manner as actions concerning other real property. The portion of any grave site, lot, or parcel in which a body is buried may not be included in any action to revest title to the lot, site, or parcel in the municipality or cemetery maintenance district, and the grave site in which a body is interred shall remain undisturbed together with any adjoining property so as to allow the proper approach to the grave site.

### 8-5-3. Abandonment -- Standards -- Prima facie evidence.

The fact that the grantee or holder of a lot or parcel in a cemetery has not used portions of the lots or parcels for the purpose of burial for more than 60 years shall be prima facie evidence that the grantee or holder had abandoned the lots or parcels if during that time the grantee or holder:

-1 has not provided the care to the lots or parcels provided uniformly to all lots or parcels within the cemetery;

-2 has not given to the municipality or cemetery maintenance district a written notice of claim or interest in the lots or parcels; or

-3 has not kept the lots or parcels free of weeds or brush.

### 8-5-4. Copy of judgment to be filed with county recorder.

A certified copy of the judgment in the action to revest title to cemetery lots, sites, or parcels shall be filed with the county recorder in the county in which the lots, sites, or parcels are located.

### 8-5-5. Proceeds of resale of lots.

The proceeds from the subsequent resale of any lot or parcel, title to which has been revested in the municipality or cemetery maintenance district under Section 8-5-2 or 8-5-6, less the costs and expenses incurred in the proceeding, shall become part of the permanent care and improvement fund of the municipality or cemetery maintenance district, subject to subsequent disposition under Title 10, Chapter 5, Uniform Fiscal Procedures Act for Utah Towns, Title 10, Chapter 6, Uniform Fiscal Procedures Act for Utah Cities, or Title 17B, Chapter 1, Part 6, Fiscal Procedures for Special Districts.

### 8-5-6. Alternative council or board procedures for notice -- Termination of rights - - Notice.

-1 As an alternative to the procedures set forth in Sections 8-5-1 through 8-5-4, a municipal council or cemetery maintenance district board may pass a resolution demanding that the owner of a lot, site, or portion of the cemetery, which has been unused for burial purposes for more than 60 years, file with the county recorder, city recorder, or town clerk notice of any claim to the lot, site, or portion of the cemetery.

-2 The municipal council or cemetery maintenance district board shall then cause a copy of the resolution to be personally served on the owner in the same manner as personal service of process in a civil action. The resolution shall notify the owner that the owner shall, within 60 days after service of the resolution on the owner, express interest in maintaining the cemetery lot, site, or portion of the cemetery and submit satisfactory evidence of an intention to use the lot, site, or portion of the cemetery for a burial.

-3 If the owner cannot be personally served with the resolution of the municipal council or cemetery maintenance district board as required in Subsection (2), the municipal council or cemetery maintenance district board shall:

(a) publish the resolution for the municipality or cemetery maintenance district, as a class A notice under Section 63G-30-102, for three weeks; and

(b) mail a copy of the resolution within 14 days after the publication to the owner's last known address, if available.

-4 If, for 30 days after the last date of service or publication of the municipal council's or cemetery maintenance district board's resolution, the owner or person with a legal interest in the cemetery lot fails to state a valid interest in the use of the cemetery lot, site, or portion of the cemetery for burial purposes, the owner's rights are terminated and that portion of the cemetery shall be vested in the municipality or cemetery maintenance district.

### 8-5-7. Sale of only right to be buried.

Municipalities and cemetery maintenance districts shall sell only the right to be buried in the cemetery and all cemetery lots or parcels sold by a municipality after April 29, 1985, or by a cemetery maintenance district after June 1, 2001 shall be rights to be buried only. Nothing in this section shall prevent

municipalities or cemetery maintenance districts from imposing additional terms on the sale of rights to burial.

#### 8-5-8. Municipal and maintenance district cemeteries -- Rights of lot holders -- Compensation -- Perpetual care charges.

-1 The owner, grantee, or person claiming through the grantee shall have the right, on presentation of the certificate of title or right to burial to the municipality or cemetery maintenance district, for any lot or parcel which has reverted to the municipality or cemetery maintenance district, at the option of the municipality or cemetery maintenance district, to:

(a) be compensated for the lot or parcel at the reasonable value of the lot or parcel as of the date the certificate is presented to the municipality or cemetery maintenance district;

(b) receive a right to burial to another lot or parcel if the right to burial or title to the lot or parcel has been sold by the municipality or cemetery maintenance district; or

(c) receive the right to burial to the lot or parcel if the municipality or cemetery maintenance district has not sold the right to burial to the lot or parcel.

-2 Nothing in this section prevents a municipality or cemetery maintenance district from collecting unpaid perpetual care charges from a person claiming title or the right to burial.