Congregation Agudas Achim
Cemetery Rules and Regulations
San Antonio, Texas

General. Jewish tradition teaches us to hold a special place in our hearts and minds for those who have passed away. Just as we honor their memory through the recitation of Yizkor and Kaddish, all who visit Congregation Agudas Achim cemeteries are asked to show respect for those laid to rest, their loved ones, and others visiting these sacred grounds. The purpose of these Rules and Regulations is to preserve the dignity, sanctity, and beauty of our cemeteries by establishing standards and practices that promote respect for this sacred space. While every effort has been made to address common situations, it is impossible to anticipate every circumstance that may arise. Therefore, the final authority for interpreting and enforcing these Rules and Regulations rests with the Congregation's Cemetery Operations Manager, Senior Rabbi, President of the Board of Trustees, and Chair of the Cemetery Committee.

Section 1. Definitions

As used in these Rules and Regulations-

1.1 "**Board**" means the Board of Trustees of the Congregation.

1.2 "**Cemetery**" means either Palmetto Cemetery or Memorial Gardens, or both, and the buildings and grounds pertaining thereto, unless the context indicates otherwise. The Palmetto Cemetery and Memorial Gardens, both being the property of Congregation Agudas Achim of San Antonio, Texas, pursuant to the decision of the Board of Trustees of the Congregation on February 27, 1967, were consolidated as one cemetery, their land, funds, possessions, appurtenances and obligations to be co-mingled and henceforth to be entitled and known as the Agudas Achim Cemeteries, the separate locations to be designated as the Agudas Achim Cemetery.

1.3 "**Cemetery Fund** " means the Congregation Agudas Achim's established CAA Cemetery Fund, Inc ("CAACF"), a fund administered and governed by the separate CAACF Board.

1.4 "**Cemetery Capital Improvement Fund** " means a fund administered and governed by the CAA Board of Trustees for the purpose of providing funding for cemetery capital improvements and other cemetery maintenance needs, such as tree care and other maintenance projects.

1.5 “**Cemetery Operations Manager**” means the employee designated by the Congregation to oversee and manage the operations of the cemetery.

1.6 "**Certificate of Interment**" means a document by which the Congregation conveys a license or right of interment to be buried in a plot. Title to the land remains with the Congregation.

1.7 "**Committee**" means the duly appointed and acting Cemetery Committee of the Congregation.

1.8 "**Committee Chair**" means the duly appointed and acting chairperson of the Cemetery Committee.

1.9 "**Congregation**" means Congregation Agudas Achim, San Antonio, Texas.

1.10 **"Deed**" means a document that describes legal ownership of cemetery plot(s).

1.11 "**Dependent children**" means either (i) children of any age receiving full support from their parent, which may qualify the parents for an exemption to reduce his/her federal income taxes; (ii) children who are cared for and have a physical or mental condition (or a combination of conditions) that results in marked and severe functional limitations and has lasted, or is expected to last, at least (1) year (iii) single children under the age of 22 living at home; or (iv) single children who are full time students of any college or university .

1.12 "**Flat Marker**" means a horizontal headstone or footstone.

1.13 "**Family Plot**" means a collection of adjacent plots that have been purchased by a single family for use by unidentified family members to be buried next to each other.

1.14 "**Interment and Burial Fees**" means the fees associated with interment. The internment fee includes opening and closing the grave, record keeping and reimbursement for administrative and support staff. This is a separate charge that is not included in the purchase price of the plot or Certificate of interment.

1.15 **"Keruv Section"** means an interfaith section of the cemetery, where a non-Jewish spouse may be buried alongside his/her Jewish spouse and his/her children.

1.16 **"Member"** means a member of the Congregation as defined in its Constitution and Bylaws.

1.17 **"Memorial"** means any Monument or Marker for family or individual use.

1.18 **"Memorial Gardens"** means the cemetery owned by the Congregation and located at 1727 Austin Highway, San Antonio, TX, 78218

1.19 **"Monument"** means an upright headstone.

1.20 **"Owner"** means the person who holds a deed or interment rights to a burial space for which the purchase price has been paid.

1.21 **"Palmetto Cemetery"** means the cemetery owned by the Congregation and located at 1400 E. Crockett, San Antonio, TX, 78202

1.22 **"Perpetual Care"** means landscape maintenance of the Cemetery as deemed necessary or desirable from time to time at the discretion of the Committee and approved by the Board.

1.23 **"President"** means the President of the Congregation

1.24 **"Reasonable Efforts"** shall include certified mail to the last known address, email if available, telephone contact, and such other methods as the Cemetery Operations Manager deems appropriate.

1.25 **"Remains"** means bodily remains or cremated remains.

1.26 **"Ritual Committee"** is the duly appointed and acting Ritual Committee of the Congregation.

1.27 **"Rules"** means these Amended and Restated Cemetery Rules and Regulations.

1.28 **"Spouse"** means a marriage partner; a husband or wife according to the laws of the State of Texas.

Section 2. Construction and Interpretation

2.1 History. These Rules are based upon the Cemetery Rules and Regulations adopted by the Board in February 1967 as subsequently amended. After the adoption of those rules, the Congregation issued deeds to individual burial spaces. The deeds were made subject to those rules, and the Congregation continues to honor the deeds. Beginning with the adoption of these Rules, certificates of interment will be issued instead of deeds. The Congregation retains title to all burial spaces which are subject to certificates of interment.

2.2 Governance. All matters regarding the Cemetery are subject to these Rules, future amendments thereto, and the orders and laws of the properly constituted authorities of the City of San Antonio, County of Bexar, and State of Texas.

2.3 Terminology. Terms used in these Rules have the same meanings as defined in Chapter 711 of the Texas Health and Safety Code governing cemeteries, except as otherwise specifically defined herein.

Section 3. Religious Observance

3.1 Jewish Cemetery. The Cemetery is a Jewish cemetery.

3.2 Burial Service. Burial rites shall be conducted in accordance with the customs of Judaism as interpreted by the Senior Rabbi of the Congregation or in accordance with religious or civil practices as deemed appropriate by the Ritual Committee and Senior Rabbi and approved by the Board.

3.3 Religious Symbols. Only religious symbols consistent with the Jewish faith are permitted in the Cemetery.

3.4 Ritual Customs. The following of Jewish ritual practices between death and burial are encouraged. These practices include *Tahara* (ritual act of purification), *Tachrichim* (shrouding), and *Shmirah* (watching or guarding). Therefore, the Congregation suggests the use of a mortuary which can abide by Jewish ritual customs.

3.5 Verification of Jewish Faith. A person must be of the Jewish faith to be eligible for burial in Memorial Gardens (with the exception of the Keruv section) or Palmetto. The Senior Rabbi and Cemetery Operations Manager reserve the right to verify an individual's Jewish faith and may request documentation to confirm eligibility. Documentation may include, but is not limited to, confirmation from a synagogue, a bar or bat mitzvah certificate, a ketubah, or other documentation acceptable to the Senior Rabbi. If an individual's Jewish faith cannot be reasonably verified through documentation or other acceptable means, the congregation reserves the right to deny the purchase of cemetery plot(s).

Section 4. Administration

4.1 Responsibility of the Cemetery Committee. The Committee shall be appointed in accordance with the Bylaws of the Congregation. The Committee is charged with the

duties of maintaining and operating the Cemetery and supervising burials and interments therein. The Committee may delegate various responsibilities from time to time to the Cemetery Operations Manager or to others as it sees fit.

4.2 Decision Makers In these Rules, action or approval by the President, Committee Chair, and/or the Cemetery Operations Manager is required in certain instances. If the President is not available, the Cemetery Operations Manager shall contact the Committee Chair. If the Committee Chair is not available, the Cemetery Operations Manager may act in their place, in that order.

4.3 Determination of Fees. Annually, the Cemetery Committee shall recommend to the Budget and Finance Committee the fees applicable to Cemetery matters. Such fees shall be established and approved by the Board. If a new fee schedule is not adopted, the most recently approved fee schedule shall remain in effect until a new fee schedule is adopted by the Board. The amounts charged for Certificates of Interment shall be allocated between the General Fund and the Cemetery Fund in a 60/40 split as determined by the Board, with 60% allocated to the General Fund and 40% allocated to the CAACF Cemetery Fund. All interment and burial fees intended to cover costs shall be deposited into the General Fund of the Congregation. Any portion of fees collected in excess of cost shall be deposited into the Cemetery Capital Improvement Fund.

4.4 Funds. The Congregation has established the CAA Cemetery Fund, Inc. ("CAACF") to manage the cemetery endowment (also known as the perpetual care fund), to make distributions to CAA for the operation and maintenance of the Cemetery and for future cemetery acquisitions and improvements. The Board of the CAACF shall be separate from the Congregation Board of Trustees and shall be appointed in accordance with CAACF's bylaws. All perpetual care funds shall be held in the CAACF. In no case shall the receipt of any such funds be construed as an agreement to care for any individual burial space other than as herein described. The Cemetery Fund shall be held by a professional investment/wealth management firm and invested by the CAACF Board of Directors, subject to investment guidelines established by the CAACF Board of Directors. The Congregation has also established the Cemetery Capital Improvement Fund , which shall serve as a financial reserve for expenses related to maintaining, beautifying, preserving, repairing, and making capital improvements to the Congregation's cemeteries. The

purpose of the Cemetery Capital Improvement Fund is to ensure that sufficient funds are available to address ongoing maintenance needs, repair damage, replace aging infrastructure, enhance safety, and undertake improvements necessary to keep the cemeteries in good condition.

The Cemetery Capital Improvement Fund may be used for such cemetery-related purposes as approved by the Board of Trustees, including, but not limited to:

- Maintenance and repair of cemetery grounds and facilities;
- Repair, replacement, or improvement of structures, fencing, gates, roads, and other infrastructure;
- Restoration or repair of cemetery monuments, markers, and headstones when deemed appropriate by the Board;
- Safety and security improvements;
- Beautification projects and enhancements to the overall appearance of cemetery property; and
- Other capital improvements that further the purposes of the cemeteries.

The Cemetery Capital Improvement Fund is an open fund and may receive additional donations, bequests, grants, and other contributions at any time.. Funds may be distributed in any amount approved by the Board of Trustees. The Board of Trustees shall have sole authority to authorize and direct disbursements from the Cemetery Capital Improvement Fund.

4.5 Records. All records pertaining to the operation of the Cemetery shall be permanently maintained in the office of the Congregation. The Cemetery Operations Manager is responsible for keeping such records, and shall make them available to the Committee and to the Board upon request.

4.5.1 Digital Records. Cemetery records may be created, maintained, stored, and reproduced in electronic form. Electronic records maintained by the Congregation shall constitute the official cemetery records. The Congregation may, but is not required to, maintain paper copies of such records.

4.6 Electronic Signatures and Communications. Electronic signatures, electronic approvals, email communications, and electronic records shall have the same force, effect, and

validity as original written documents and handwritten signatures. Any action authorized or approved by electronic means may be relied upon by the Congregation to the same extent as if evidenced by an original signed writing.

Section 5. Rights of Ownership and Interment

5.1 Eligibility.

5.1.1 Palmetto Cemetery: Burial spaces in the Palmetto Cemetery shall be used only for interment of the remains of persons of the Jewish faith.

5.1.2 Memorial Gardens: With the exception of the Keruv Section, burial spaces in the Memorial Gardens shall be used only for interment of the remains of persons of the Jewish faith.

5.2 Indigents. Jewish indigents who are not members may be accepted for interment in the cemetery in cooperation with local Jewish Community agencies and other Jewish congregations with the approval of the Cemetery Operations Manager once the appropriate documentation and confirmation have been obtained. Assignment of burial space for indigents is at the discretion of the Cemetery Operations Manager, or if the Cemetery Operations Manager is not reasonably available, the President or Committee Chair. However, all usable spaces at Palmetto must be considered first before any indigent burials are assigned at Memorial Gardens. Normal fees for such interments may be waived or reduced in appropriate cases, in accordance with the exception policy of these rules. Interment fees for the gravediggers and the cost of a basic headstone must be paid by another responsible party. These expenses are not covered or incurred by the Congregation.

5.3 Pre- Need Purchases. Any Jewish person may select and purchase burial spaces in advance of need. The Committee may establish installment plans in a manner approved by the Board and enumerated in the Certificate of Interment Rights. Should the burial space be required for use prior to payment in full, the entire remaining balance must be paid before interment. If the owner is unable to make payment in full prior to interment, a satisfactory financial arrangement may be established with the approval of the President, Committee Chair, and Cemetery Operations Manager to allow burial to proceed in a timely manner. All three parties must unanimously agree to the terms of

the financial arrangement before interment may proceed. In the event the purchaser fails to make any required installment in a timely manner, the agreement to purchase may be terminated by the President and confirmed by the Board. If payment is not received, the Cemetery shall have the right, 30 days after notification of the default, to revoke this agreement and retain all sums received as liquidated damages whereupon the Congregation may resell the interment right for the space.

5.4 Interment of Non- Members. The Board may allow burial of persons who are otherwise eligible for burial in the Cemetery, but who are not Members of the Congregation.

5.5 Termination of Membership. The resignation, suspension, or withdrawal of an Owner as a Member of the Congregation shall require the former member to take the following actions to maintain his/her rights to be buried in the Cemetery:

- Within one hundred eighty (180) days of a written request via email or by letter by the congregation:
    - Pay the non-member fees listed in the Certificate of Interment or deed; or
    - If no non-member amount is listed in the Certificate of Interment Rights or Deed, pay the difference between the current member and non-member purchase price.

If the former member fails to pay within one hundred eighty days (180) days after the written notice, the Congregation shall have the right to purchase each unused burial space or interment right held by the Owner at the price originally paid by the purchaser less; (i) five hundred dollar ($500.00) administrative fee per lot or right; and (ii) any other financial obligations owed to the Congregation by the Owner. The Board may elect (at its sole discretion) to repurchase the space at any time after notice of such withdrawal , suspension, or resignation. If the Board elects to repurchase a plot(s), the Cemetery Operations Manager shall provide written notice to the Owner by either certified mail or email at the Owner's last known mailing or email address. The Congregation may pay the repurchase amount in equal monthly installments over a period of up to sixty (60) months, as determined by the Executive Committee in its sole discretion. The Executive Committee shall establish the repayment schedule.

Upon execution of the Buyback Agreement by the current Owner of the Certificate of Interment Rights and acceptance of the purchase price specified in the agreement, all interment rights of the Owner shall immediately terminate and revert to the Congregation. The Congregation shall thereafter have the full right to resell or otherwise convey the interment rights in accordance with these Rules and Regulations. In the event the Board does not elect to repurchase the space, the Owner shall be considered a Non-Member and shall be subject to any fees normally imposed on Non- Members, including but not limited to the differential fees listed above. In addition, any dues or other amounts owed to the Congregation at the time of the Owner's resignation, suspension or withdrawal shall be paid in full before the interment rights are utilized. The final interment cost shall be based on the membership status of the person buried in the Cemetery. If the person is not a member, his/her use of the interment right shall be subject to these Rules.

5.6 Death of Owner. The death of an Owner does not alter the effect of these Rules, except that the personal representative of the estate of the Owner, or the assignee of such personal representative as part of a probate proceeding , or if there is no personal representative, the next of kin of the Owner, shall succeed to all rights and responsibilities of the Owner hereunder and shall be responsible for the requirements of Section 5.5. If the next of kin passes away and does not make use of the plot(s) or requests that it be repurchased by the Congregation, ownership of the plot will revert to the Congregation.

5.7 Abandonment. If a plot or interment right has not been utilized within 50 years after its purchase, the Cemetery Operations Manager may contact the Owner to identify his/her intentions to utilize the plot. If after reasonable efforts by the Cemetery Operations Manager, neither the Owner nor any surviving relatives of the Owner can be located, the rights of the Owner may be terminated by the Board, and the interment right for the space may be resold by the Congregation.

5.8 Restrictions on Transfer and Use. The transfer of interment rights in the Cemetery shall only be made on the records of the Congregation. Except by testamentary disposition , operation of law, or designation of interment rights in a Family Plot, no Owner may sell or transfer any rights to a third party without permission from the Board. Upon receipt

of a request from an Owner for permission to sell or transfer, the Board in its discretion may repurchase the rights from the Owner at the price originally paid, minus $500 for administrative costs, and then resell the rights to a third party at the current rates. No transfer of rights, nor any burial in the Cemetery, shall be made or permitted by any Owner for gain or profit.

5.9 Record of Ownership. No person will be recognized as an Owner unless the person's name is recorded on the records of the Congregation as such. It shall be the responsibility of the Owner, or the Owner's personal representative or next of kin, to notify the Congregation of any change in the Owner's status or mailing address. Notice sent to an Owner at the last address on file in the office of the Congregation shall be considered sufficient and proper legal notification for all purposes whether or not such purposes are specified in these Rules.

Section 6. Family Plots

6.1 The Congregation may sell interment rights in Family Plots.

6.2 The initial purchase of all interment rights shall be based on the membership status of the person purchasing the interment rights.

6.3 The finial interment cost shall be based on the membership status of the person buried in the plot. If the person is not a member, their use of the interment right shall be subject to these Rules including but not limited to Section 5.5.

6.4 At the time of purchase, the person buying the rights shall designate the primary and secondary individual that will control who may utilize the Family Plot.

6.5 The person identified as the primary contact shall have full authority over all decisions subject to these Rules. If the primary contact is unavailable, the secondary contact shall be responsibility for all decisions. The primary contact may appoint new primary and secondary contacts at any time or may designate a listing of who will control decisions in their absence or death. If a listing is not provided, a personal representative of the estate of the primary contact, or if there is no personal representative, the next of kin of the primary contact, shall succeed to all rights and responsibilities of the primary contact hereunder.

Section 7. Keruv Section

7.1 Any Jewish person, his/her spouse and children may be buried in the Keruv Section regardless of whether or not the spouse or dependent children are of the Jewish faith.

7.2 The Keruv Section will be separated from the rest of the cemetery in a manner recommended by the Senior Rabbi and approved by the Board.

7.3 Certificate of Interment Rights in the Keruv Section shall contain language that informs the holder of the following:

- Non-Jewish persons may be buried in the Keruv Section of the cemetery;
- Services and Burial Rites at either the Funeral Home and at the Cemetery shall not contain non-Jewish ritual;
- Any tombstone or headstone shall not have any non-Jewish religious symbols engraved on them;
- Congregation clergy will officiate at all funerals in the Keruv Section.

7.4 The Jewish person purchasing Interment Rights in the Keruv Section will be required to purchase a minimum of 2 Interment Rights in that section.

Section 8. Procedures for Interment

8.1 Permission Required. No grave may be opened and no interment may take place without permission from the Cemetery Operations Manager or, if the Cemetery Operations Manager is not reasonably available, from the President or Committee Chair. Such permission will only be granted once all charges for the burial space, as well as any other amounts owed to the Congregation by the owner or the decedent, have been paid in full, or satisfactory financial arrangements have been approved by the Cemetery Operations Manager and the President. The Cemetery Operations Manager may also require the funeral director to provide the necessary permits prior to interment.

8.2 Instructions. The Cemetery Operations Manager may accept instructions for interment from the Owner, or, if the Owner is deceased, from the Owner's personal representative or next of kin. Where instructions are not received in a timely manner, are unclear, or

where the requested interment space cannot be opened as specified, the Cemetery Operations Manager, or if the Cemetery Operations Manager is not reasonably available, the President or Committee Chair may authorize the opening of an alternative interment space in an appropriate location to avoid delay of the funeral.

8.3 Rites and Customs. Burials in the Cemetery shall be conducted in strict accordance with the rites and customs of the Congregation as determined by the Senior Rabbi of the Congregation in consultation with the Ritual Committee. The following of Jewish ritual practices between death and burial are encouraged. These practices include Tahara (ritual act of purification) , Tachrichim (shrouding), and Shmirah (watching or guarding). Therefore, the Congregation suggests the use of a mortuary which can abide by Jewish ritual customs. Burial services shall be performed by a Rabbi of the Congregation or by the Rabbi's designated representative.

8.4 Caskets and Liners. The casket must be made of materials that do not impede the body's natural return to the earth. Metal caskets are therefore not permitted unless required by a governmental authority. Wood is the only approved material. The Jewish practice of using a simple, unfinished, unlined, and unstained pine casket is encouraged. Caskets shall remain closed, as viewing the body is considered inconsistent with Jewish law and is therefore not permitted. Liners are not required unless mandated by law. If a liner is used, it must be open at the bottom to allow for the body's natural return to the earth.

8.5 Placement of Headstone Memorials. No memorial shall be placed on any burial space in the absence of remains unless the remains were unrecoverable and until payment in full for the space has been received and all amounts owed to the Congregation by the Owner have been satisfied. Memorial headstones are the sole responsibility of the family. The Congregation is not responsible for the ordering, purchase, payment, or installation of memorials. Families must contract directly with one of the Congregation's approved monument companies for the purchase and installation of a memorial headstone. All costs associated with the memorial, including installation, shall be the responsibility of the family.

The monument company will coordinate directly with the Congregation regarding cemetery requirements, monument specifications, placement, and installation scheduling once the headstone is ready for installation. All headstone sketches, designs, inscriptions, and wording must be submitted to the Cemetery Operations Manager for review and approval by the Senior Rabbi prior to fabrication and installation. The Senior Rabbi must approve the final version of all inscriptions and headstone designs before installation. If Hebrew inscriptions are requested, the Senior Rabbi will work with the monument company to review and approve the Hebrew text based on the family's wishes.

8.5.1 Monuments.

I. Palmetto Cemetery. Monuments may be installed on all burial spaces.

II. Memorial Gardens. Monuments are required on plots in the monument section (Section 1 and a portion of E3) of Memorial Gardens. No other Monuments may be placed in other locations without the approval of the Board.

III. Monuments must be made of granite or other stone materials approved by the Committee. Single headstones may not exceed 48 inches in height or width above the surface of the ground. Dual headstones may not exceed 48 inches in height or 96 inches in width above the surface of the ground. Vases, whether attached to a monument or placed anywhere within the cemetery, are not permitted.

IV. Where monuments are required, they must be installed within 36 months of burial.

V. All Monuments are required to have a concrete base.

VI. Vases are not permitted

8.5.2 Mausoleums. Construction of new mausoleums are not permitted.

8.5.3 Flat Markers.

I. Memorial Gardens. Flat markers are required on plots in the flat marker sections (Section 2, 5, D, and a portion of E3) of Memorial Gardens. No other flat markers may be placed in other locations without approval of the board. Single headstones may not exceed 48 inches in width. Dual headstones may not exceed 96 inches in width.

II. Flat markers must be made of granite, or other stone materials approved by the Committee. Flat markers must be installed at ground level.

III. Where flat markers are required they must be installed within 36 months of burial on all spaces not required to have monuments.

IV. All Flat Markers are required to have a concrete base

V. Vases are not permitted

8.5.4 Memorial and Family Plots. Prior to the first burial in a Family Plot, any memorial plan involving the placement of monuments, markers, or other memorials that deviates from the standard single-marker or dual-marker design must be submitted to and approved by the Board.

8.6 Cremation. Because cremation is prohibited by Jewish law, synagogue clergy may not officiate at an interment service of cremated remains unless a governmental agency required the cremation. During the interment service, appropriate prayers may be said by the family. Separate arrangements may be made for a private memorial service led by the clergy before or after the interment. However, clergy may in no way be associated with a cremation or an above-ground entombment ceremony, which is a funeral or committal service in which a casket is placed in a mausoleum or crypt instead of being buried in the ground. In Memorial Gardens, with the exception of cremations required by a governmental agency, all cremated remains may only be buried in the Keruv Section. In cases where an individual is cremated or when remains are unrecoverable, a burial plot may still be purchased. The placement of a memorial headstone or marker on an unoccupied plot is permitted, subject to the approval of the Cemetery Operations Manager, the Senior Rabbi, the Congregation President, and/or the Chair of the Cemetery Committee.

8.7 Multiple Interments. No multiple interments are permitted in a single plot.

8.8 Removal of Remains. Once a casket or other receptacle containing remains is within the confines of the Cemetery, no funeral director, embalmer, assistant, employee, or agent may open the casket or container, or touch the remains without a) a court order, or b) permission from the Cemetery Operations Manager and the President, and the consent of the Owner, legal representative or next of kin of the deceased. No disinterment shall

be made, nor shall any remains be removed from any space, unless written consent has been obtained from those persons required to give their consent under Section 711.004 of the Texas Health and Safety Code, as amended. If such written consent cannot be obtained, disinterment or removal shall not be made unless pursuant to court order. Remains may be moved from one location to another within the Cemetery if there has been an exchange or purchase of a burial space for that purpose, and all requirements of Chapter 711 of the Texas Health and Safety Code have been met.

8.9 No Liability. The Congregation shall not be responsible or liable in any manner whatsoever for any mistake resulting from untimely or imprecise instructions, the contents of any permit or the identity of the person sought to be interred. The Congregation may correct any errors made in making interments, disinterment's or removals. The Congregation shall have no liability for damage incurred to remains or to any liner, casket, burial case, or urn when remains are moved or removed from the Cemetery. The Congregation may correct any error made in placing an improper inscription, including an incorrect name or date on a memorial, but shall not be liable for any damages resulting therefrom. The Congregation shall not be liable in any manner for any delay in the interment of remains where a protest to the interment has been made, or where these Rules have not been followed. If there is a dispute over the right of interment or the disposition of the remains, the Congregation reserves the right to require that the remains stay at the funeral home, at the expense of the person or party responsible for the remains, until the dispute has been resolved and all rights have been determined. The Congregation shall be under no obligation to consider any protest or dispute unless such be in writing and filed in the office of the Congregation in a timely manner. No funeral service in progress shall be interrupted by any protest or dispute. The Congregation shall not be liable for direct or indirect damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, order of any military or civil authority, or any event beyond the control of the Congregation.

Section 9. Cemetery Operations and Maintenance

9.1 Equipment. Only the tents, artificial grass, lowering devices and other equipment approved by the Cemetery Committee shall be used in making interments, disinterment and removals.

9.2 Landscaping. All landscaping, grading, improvements of any kind, planting, trimming, cutting and removal of trees, shrubs and other herbage, opening and closing of burial spaces, and all interments, disinterment and removals shall be made only with the consent and at the direction of the Cemetery Operations Manager, or if the Cemetery Operations Manager is not reasonably available, the Committee Chair.

9.3 Alterations. All alterations or changes to individual burial spaces shall be done only under the supervision of the Cemetery Operations Manager, with the approval of the Committee Chair. If any changes or alterations are made without such approval, such changes and alterations may be removed, altered or changed at the direction of the Cemetery Operations Manager and at the expense of the Owner. In any event, the Congregation has the right to remove, alter or change such improvements or alterations if such become unsightly, in the opinion of the Cemetery Operations Manager or Committee Chair.

9.4 Flowers. The Cemetery Operations Manager or Committee Chair shall have authority to order the removal of all flowers, floral designs, plants or herbage of any kind from the Cemetery at anytime when they do not conform to the standards maintained for the Cemetery. The Congregation shall not be liable for floral pieces, baskets or frames in which or to which such floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in the Cemetery. The Congregation shall not be liable for lost, misplaced or broken flower vases, or for plants damaged by the elements, thieves, vandals, or by any other causes beyond its control.

9.5 Decorative Objects. The private placing of plastic flowers or shrubs, boxes, cans, shells, toys, designs, ornaments, signs, cards, advertisements, chairs, benches, or similar objects, other than approved memorials, shall not be permitted in the

Cemetery, and if so placed, the Cemetery Operations Manager or Committee Chair may order the removal of same without notice to anyone.

9.6 Maintenance of Memorials. It shall be the responsibility of the Owners and their families to clean, repair and maintain their respective memorials in attractive and safe condition. If after reasonable attempts to notify and afford the opportunity to perform such repairs or maintenance, an Owner or family cannot be located, or fails or refuses to take appropriate action, the Committee in its discretion may authorize such work to be performed, within applicable budgetary constraints; provided however, the Congregation shall not be obligated to restore the memorial to its original condition or appearance.

9.7 Grading. The Committee reserves the right to determine the grade of all grave sites. No curbs or walks made of gravel, brick, stone, cement or other material will be permitted on any burial space without the approval of the Board. The Cemetery Operations Manager shall have the authority to fill and level graves and plant grass thereon.

9.8 Private Plantings. No private planting of any kind is permitted in Memorial Gardens. Landscape planting or flower or shrubbery planting or alteration thereof will be permitted on individual spaces at Palmetto Cemetery only upon the approval of the Cemetery Operations Manager or Committee Chair secured in advance. The maintenance of such approved planting becomes the financial obligation of the Owner. The Congregation may charge the Owner for materials or services which are not included in the regular care of the Cemetery as defined in these Rules. Any plantings at Palmetto Cemetery which are not, in the judgment of the Cemetery Operations Manager or Committee Chair, properly maintained, may be removed without notice to anyone. All shrubs or trees that die, become diseased, or unsightly may be removed without notice to anyone and without obligation for replacement by the Congregation. All plants brought into Palmetto Cemetery must be inspected and approved by the Cemetery Operations Manager before being planted.

9.9 Contractors. No contractor shall perform work of any kind or description, including without limitation, cutting of inscriptions, setting of markers or removal of anything from the Cemetery, unless written instructions have been received from the Cemetery Operations Manager or Committee Chair. All work by contractors or their employees must be done as rapidly as possible and all unused material must be removed as the work is completed. Workmen must not scatter material over adjoining spaces. Planks must be laid down when heavy material or equipment is to be moved across lawns. Material in large quantities may not be brought into the Cemetery grounds in advance of its immediate use, nor in an unprepared condition. Grave markers must be cut and dressed to the design and dimensions ready for installation prior to delivery to the Cemetery. No work of any nature is to be carried on during a funeral, and all workmen will conduct themselves in a respectful manner during such services if they are anywhere within the Cemetery grounds, or its environs. Employees of the Congregation will be subject to the same rules which apply to Contractors as indicated above, and in addition, shall not execute any work or carry out any orders except those of the Committee or the Cemetery Operations Manager. No contractor or employee of the Congregation shall lend the tools or implements of the Cemetery, nor solicit tips or gratuities. It shall be the duty of contractors and employees to refer to the Cemetery Operations Manager all persons desiring their services.

9.10 Conduct of Persons Within the Cemetery. All persons within the Cemetery grounds shall stay on the established walks and roads and shall not enter any unimproved portion of the Cemetery. No one shall enter or leave the Cemetery grounds except through an open gate. No improprieties shall be allowed . The Cemetery Operations Manager and the Committee Chair are empowered to enforce these Rules, and to exclude from the Cemetery any person in violation thereof.

Examples of improprieties (inappropriate, disrespectful, or improper behavior) could include:

- Loud, disruptive, or disorderly conduct.

- Using offensive or abusive language.
- Vandalizing graves, monuments, or cemetery property.
- Littering or leaving unauthorized items.
- Consuming alcohol or using illegal drugs.
- Trespassing in restricted or unimproved areas.
- Engaging in recreational activities such as playing sports, skateboarding, or riding bicycles where prohibited.
- Any conduct that disturbs funerals, visitors, or the peaceful atmosphere of the cemetery.

9.11 No Marker. In the event that no memorial is erected by the family of the deceased within three (3) years of the date of burial, or no necessary repairs are made to monuments or markers, mausoleums , curbing, etc., within a reasonable time after notification , then the Cemetery Operations Manager in consultation with the President shall, in their discretion, have the right to expend such monies as are necessary for the preparation and setting of a suitable grave stone or marker , or for repairs and charge the cost to the nearest next of kin of such deceased.

9.12 Hours of Operation. The Cemetery shall be open daily from 8:00 A.M. to 5:00 P.M., except on Saturdays and Jewish Holy Days. No one other than an employee of the Congregation shall be allowed on the grounds after closing. Under normal circumstances, contractors and employees will not be permitted to work in the Cemetery on Saturdays or Jewish Holy Days, nor when the Cemetery is otherwise closed.

9.13 Trees and Benches. Members may purchase trees and benches to be placed in Memorial Gardens Cemetery as memorials to loved ones buried there. Placement of trees and benches will be in accordance with the Cemetery Master Plan.

9.13.1 Trees. When a new tree planting is permitted, The Cemetery Operations Manager and Cemetery Committee will set a price for trees that will include the

cost of the tree and its planting, four (4) plots in a square pattern to allow for healthy root growth, and a memorial plaque. Purchaser(s) may select the type of tree and its location from those specified and permitted by the Cemetery Operations Manager. If purchaser(s) decline to make selections, the Cemetery Operations Manager will determine whether to plant a tree and the type and placement of the tree(s).

9..13.2 Benches. The cost of a bench shall include the purchase of one (1) plot, representing the space that the bench will occupy, in addition to vendor charges for materials and installation. All benches must be granite and must be consistent in appearance with other benches within the cemetery. Benches shall be of a uniform size, measuring 48 inches in length, 14 to 16 inches in depth, and 18 inches in height.

After the plot space has been purchased, the owner shall be responsible for ordering the bench and paying all costs associated with the bench and its installation. Benches must be purchased and installed through one of the Congregation's approved monument companies.

All bench sketches, designs, inscriptions, and wording must be submitted to the Cemetery Operations Manager for review and approval by the Senior Rabbi prior to fabrication and installation.

9.13.3 Memorial Plaques. Design and wording will be approved by the Senior Rabbi or, in the absence of the Senior Rabbi, the Cemetery Operations Manager.

Section 10. Exceptions and Amendments

10.1 Exceptions. In cases where strict enforcement of these Rules would impose hardship , the Cemetery Operations Manager, with the approval of the Committee Chair and President, may authorize temporary exceptions, suspensions or modifications of any of these Rules. Such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general application of the Rules. If the change involves religious practice, approval of the Senior Rabbi of the Congregation must be obtained.

10.2 Restrictions. Nothing in these rules and regulations shall be construed as superseding the provisions of the Constitution and By-Laws of the Congregation , and where there is a conflict, the Constitution and By-Laws of the Congregation shall take precedence. In this connection, if any portion of these Rules are deemed invalid or unconstitutional in whole or part, it shall not affect the remainder of these Rules .

10.3 Amendments. The Board may add to, amend, alter or repeal these Rules at any time, in accordance with the Bylaws of the Congregation.

These Amended and Restated Cemetery Rules and Regulations were duly approved and adopted by the Board of Trustees of Congregation Agudas Achim on September 28th, 2026.