

## **The Rules and Regulations of Panorama Natural Burial**

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## I. PURPOSE AND MISSION

The purpose of these **Rules and Regulations** is to provide for the mutual protection of Panorama Natural Burial (herein called the “Cemetery”), the Owners of Interment Rights in the Cemetery (herein called the “Owners”), and visitors to the Cemetery.

All Interment Rights sold therein, shall be subject to these Rules and Regulations, as they now exist and as they may be amended by the Cemetery. Any reference to these Rules and Regulations in any document shall have the same force and effect as if these Rules and Regulations were set forth in full therein.

The mission of the Cemetery is to enrich life through natural death care. The Cemetery seeks to do the following:

1. Offer green or natural burials exclusively;
2. Serve both the living and the dead with compassion and dignity;
3. Fortify our community with emotional healing through connection with nature, where the living can find peace and share their stories; and,
4. Preserve nature through green burial practices.

## II. DEFINITIONS

As used in these **Rules and Regulations**, the following definitions apply:

**Biodegradable** – Biodegradable materials are generally organic materials such as plant and animal matter and other substances originating from living organisms, or artificial materials that are similar enough to plant and animal matter to be put to use by microorganisms to decompose the materials when buried in the ground.

**Burial** – the disposition of human remains by burial in an earthen grave.

**Cemetery, the** – that Cemetery named on the cover page of these Rules and Regulations and includes all land dedicated, reserved or used for Interment purposes as now existing or later expanded.

**Cenotaph** – a grave marker placed in honor of a person or group of persons whose remains are elsewhere. It can also be the initial gravesite of a person who has since been re-interred elsewhere.

**Cremated Remains** – the remains of a deceased human after cremation, sometimes called “Cremains.”

**Cremation** – any process whereby human remains are reduced to bone fragments.

**Family Lot** – Multiple Lots held by the Cemetery in the name of a family once the Owner or a member of the Owner’s family is interred therein.

**Grave** – a space of land in the Cemetery used or intended to be used for the interment of human remains.

**Green Burial or Natural Burial** – in accordance with Green Burial Council (GBC) guidelines, the exclusive burial practice of the Cemetery that requires all of the following:

1. practices that are non-toxic and energy-conserving;
2. prohibits the use of vaults, vault lids, concrete boxes, slabs or partitioned liners;
3. prohibits the Burial of decedents embalmed with toxic chemicals;
4. bans Burial containers that are not made from organic materials;
5. limits Memorial markers to preserve natural vistas; and,
6. encourages the use of local materials.

**Interment** – the process in which the Burial of human remains or the Inurnment of cremated human remains takes place from the originating call to the recording of the Interment records.

**Interment Right** – the particular right to inter the remains of a deceased person in a specific Interment space within the Cemetery, subject to the limitations set forth herein.

**Interment Space** – the particular Grave within the Cemetery to which a particular Interment Right relates.

**Inurnment** – the placement of cremated human remains in a Grave or other suitable location in the Cemetery.

**Lot** – a Grave or one or more contiguous Graves. A space in the Cemetery for the Interment of human remains or Inurnment of cremated human remains.

**Maintenance** – the care of Cemetery property, vegetation and ground cover.

**Memorial** – (a) a Grave marker identifying a Grave or Graves, (b) an inscription identifying an individual, c) a public internet page dedicated to identifying and providing information about a person interred or inurned in the Cemetery.

**Owner** – the Owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery’s records.

**Ownership** - refers to ownership of an Internment Right.

**Perpetual Care** – the Cemetery grounds, roads, buildings and fencing will be maintained as a well preserved natural burial park along with the necessary records of Interment space Ownership and Burials, having the same available to the public authorities and other interested persons.

**Purchase Agreement** – that written contract between the Cemetery and a purchaser pursuant to which the Cemetery agrees to sell and the purchaser agrees to buy Interment Rights in the Cemetery.

**Section** - A designated area of the Cemetery that may be differentiated by some defining visible or written characteristic.

**Shroud** – a Burial cloth made of natural material in which a deceased human will be buried.

**Toxic** - containing or being poisonous material deleterious to human health.

### **III. CEMETERY VISITORS**

1. Persons entering the Cemetery do so at their own risk. Permission to enter the Cemetery does not extend beyond the boundaries thereof.
2. The Cemetery reserves the right to compel all persons to obey all Rules and Regulations adopted by the Cemetery. Code of Virginia section 19.2-14 devolves certain police powers to Cemetery employees. Access to the Cemetery is a license that can be revoked at any time for any reason deemed sufficient to Cemetery Management.
3. No Children under twelve (12) years of age are permitted within the Cemetery grounds unless accompanied by an adult.
4. All persons are prohibited from damaging either plants or wildlife within the Cemetery.
5. No vehicle shall be driven in the Cemetery at a speed greater than eight (8) m.p.h. All vehicles are restricted to the roads and designated parking areas.
6. No undue noise is permitted on the Cemetery property. "Undue" is defined by Cemetery management exclusively.
7. The Cemetery reserves the right to exclude vehicles from the grounds during inclement weather or when required for the safety of all.
8. No person shall enter or leave the Cemetery except by use of the marked entrance and exit furnished by the Cemetery for the use of the public.
9. Pets are permitted in the Cemetery provided they are on leash at all times.
10. No firearms or weapons of any sort are permitted in the Cemetery without express approval of Cemetery management.

### **IV. CEMETERY'S RIGHTS AND RESPONSIBILITIES**

#### ***Cemetery Workers***

1. All persons entering the Cemetery are subject to these Rules and Regulations.
2. Cemetery workers and Contractors may cross over any Cemetery Lot to perform normal Cemetery operations.

3. Cemetery employees, authorized agents and contractors will perform all landscaping and care functions in the Cemetery. No persons may perform any work within the Cemetery without authorization from the Cemetery Management.

***Errors***

4. The Cemetery reserves the right to correct any errors it may make in Interments, sales, transfers or conveyances of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) as may be selected by the Cemetery. Alternatively, the Cemetery, in its sole discretion, may refund the amount of money paid on account of the sale of the Interment Rights, merchandise, or services to which the error relates. If the error involves the Interment of remains in the wrong location, the Cemetery may, at its option, refund a portion of the purchase price. The Cemetery shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described herein.

5. The Cemetery will correct any errors made in placing an improper inscription, name or date on the Memorial or for placing a Memorial on an incorrect site.

***Layout and Design***

6. The Cemetery reserves the right to enlarge, reduce, replat, or change the boundaries or grading of the Cemetery or of a section or sections thereof, from time to time, including the right to modify or change the locations of, or remove or regrade features, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery further reserves the right to lay, maintain, operate, alter, or change drainage and ponds. The Cemetery shall have sole authority with respect to the planning, surveying, and improvements within the Cemetery.

7. If any tree, shrub, or plant, by means of its roots, branches, or otherwise, becomes detrimental to the Interment space upon which the plant stands or to any adjacent Interment spaces, roads or trails, or if for any other reason its removal is deemed necessary, the Cemetery management shall have the right to remove such tree, shrub, or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best. In the event of any such removal, the Cemetery shall have no obligation to replace any removed tree, shrub, or plant.

**V. OWNERSHIP OF INTERMENT RIGHTS**

***Not Land Ownership***

1. An Owner of an Interment Right does not acquire title to the land defined by the Interment Lot(s).

***Payment and Ownership Certificates***

2. The Cemetery will issue a Certificate of Interment Rights upon full payment of the purchase price of an Interment Right.

3. The purchaser(s) of Interment Rights as named in the Certificate are presumed to be the Owner(s) of the Interment Right unless the Cemetery receives written notice of transfer or assignment to the contrary or by order of a court of competent jurisdiction. The Cemetery records govern all matters regarding Ownership.

4. Only one original Certificate of Interment Rights will be issued.

### ***Unused Interment Rights at Death***

5. If the Purchaser(s) of Interment Rights dies without having transferred unused Interment Rights by written direction furnished to the Cemetery, any such unused Interment Rights descend to the devisees or heirs at law of the Owner in accordance with the laws of descent and distribution of the Commonwealth of Virginia. Such heirs or devisees must immediately identify themselves to the Cemetery in writing. Devisees of the deceased Owner must provide a certified copy of the will to the Cemetery before the transfer of Ownership may be recorded.

6. Where such a transfer of Ownership results in multiple Owners of any Interment Rights, each co-Owner shall have the right to be interred in any vacant Lot of the co-Owners and the consent of the other co-Owners shall not be required for any such Interment; however, no co-Owner may convey an Interment Right, or authorize the Interment of anyone other than a co-Owner, without the consent of all other co-Owners of that Interment Right.

### ***Transfers***

7. No transfer or assignment of any Interment Right, or interest therein shall be valid until accepted in writing by the Cemetery and recorded in the books of the Cemetery. Thereafter, the Cemetery will issue a new Certificate of Interment Right as directed by the new owner. The Cemetery may fix a charge for all transfers of Ownership.

### ***Additional Internments***

8. In order to inter additional human remains in a Grave purchased with a single Interment Right, one Additional Interment Right must be purchased from the Cemetery. Such additional Interment Right is for Cremated Remains only and only one may be placed in a grave after the full body interment has been completed.

9. Lots may be reused 75 years after a burial. Therefore, 75 years after the fulfillment of interment rights, any and all rights to the interment spaces above revert to the Cemetery. At that point, consistent with the principles of natural burial, the space will be recycled, thereby allowing for the interment of other individuals.

## **VI. OWNERS' RIGHTS**

### ***General***

1. Interment Rights within the Cemetery shall be used for no purpose other than for the Interment and/or Memorialization of human remains. All Interment Rights in the Cemetery are conveyed and subject to The Code of Virginia and Albemarle County rules and regulation.

### ***Family Lots***

1. Families may purchase multiple contiguous lots which will be reflected in The Cemetery's records as a Family Lot.
2. When an Interment of the Owner or a member of the Owner's family has been made in a Family Lot, no Interment Rights therein may be transferred to non-family members unless such a disposition was made by the Owner or in by a specific devise,
3. In a Family Lot, the following shall have preference as to use:
  - a) One Interment Right may be used for the Owner's Interment;
  - b) One Interment Right may be used by the Owner's surviving spouse,
  - c) If any Interment Rights are remaining, the parents and children of the deceased Owner, in order of death, may be interred without the consent of any other person claiming any interest in the Rights;
  - d) If no parent or child survives, the Interment Right proceeds in order of death, (a) to the spouse of any child of the record-Owner, and in order of death, (b) to the heirs at law of the Owner or the spouse of any heir at law.

### ***Subdivision***

4. The subdivision of Interment Rights is not allowed without the consent of the Cemetery.

### ***Designation of Interests***

5. When there are multiple Owners of Interment Rights, the Owners may designate one or more persons to represent their interests by filing written notice with the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on the direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior to the Cemetery's acting on such direction. The Cemetery may permit an Interment upon the request or direction of any co-Owner without liability.

### ***Transfers***

6. Interment Rights are transferable only in accordance with these Rules and Regulations as currently amended.

## **VII. INTERMENT REGULATIONS**

### ***Natural Materials and Embalming***

1. Interment or inurnment shall be only in or with naturally Biodegradable materials from renewable sources. The Cemetery reserves the right to add a buffer to all Cremated Remains so as to minimize the environmental impact. Metals, plastics, concrete, synthetic materials or large pieces of stone may not be included in an Interment. Personal jewelry may be interred with a body.

2. Embalmed or bodies chemically preserved with substances that are not approved by the Green Burial Council may not be interred in the Cemetery. All bodies must be enclosed in

a biodegradable coffin or shroud that shield the body from public view and allow convenient handling by funeral attendants. Coffins should not be painted or varnished.

### ***Payment and Burial Authorization***

3. All Cemetery charges and fees for Interment or Inurnment services must be paid in full before an Interment can proceed.

4. Prior to any Interment or Inurnment the Cemetery must have a duly executed Interment Request or Request for Placement of Cremains. No Interment may take place without a Death Certificate and, in the event of a death out of state, a Transit Permit issued by the applicable State.

5. When instructions regarding the locations of an Interment or Inurnment cannot be obtained, or are indefinite, or when for any reason the Interment space cannot be opened when specified, the Cemetery may, at its discretion, open it in such a location as it may deem best and proper so as not to delay the interment or interment.

6. The Cemetery may refuse to accept the remains of any person for any reason it deems necessary. In such an event, the Cemetery will refund the purchase price paid for that Interment Right.

7. The Cemetery relies upon the identification of the deceased provided by the next-of-kin or funeral director or authorized representative and has no obligation to independently establish or verify the identity of the body or Cremated Remains to be interred.

8. Only personnel authorized by the Cemetery shall perform Interments within the Cemetery. All parties will be required to sign a waiver of liability provided by the Cemetery if they intend to physically participate in the graveside service.

### ***Interment Scheduling***

9. The Owner of an Internment must give written notice to Cemetery Management within 48 hours of a pending Interment or Inurnment.

10. All Burials shall be completed by 3 PM (12PM on Saturdays).

11. The Cemetery may postpone or reschedule an Interment for any reason.

### ***Snow/Rain***

12. If deep snow or heavy rain prevents access to a particular Lot, at the option of the Cemetery, Interment shall be made in an area suitable for burial. If the Owner of an Interment Right cannot use the original Lot due to winter or wet conditions, the Cemetery will exchange the Rights for a Lot at the suitable Burial area at no additional cost.

### ***Funerals***

13. All funerals upon reaching the Cemetery shall be under the supervision of the Cemetery. The Cemetery shall have the right to refuse to proceed with the Interment unless all

necessary fees, permits and authorizations are delivered to the Cemetery Office or Cemetery-designated funeral escort.

14. The Cemetery shall make the final determination as to the grading of a Grave and reserves the right to level, fill, re-grade and plant all Graves.

***Burial Container Size and Depth of Cover***

15. The outer dimensions of a casket or shroud must be at least twelve inches smaller than the Lot dimensions in length and width as established by the Cemetery from time-to-time.

16. All full-body Burials must have a minimum of three feet of cover from the shallowest point.

**VIII. DISINTERMENT REGULATIONS**

1. Disinterment will be permitted only on Order of a court of competent jurisdiction.

2. All Disinterments must be conducted with a representative of the Cemetery present. Depending on the circumstances of and reasons for the Disinterment, the Cemetery may, at its option, elect to hire other professionals, such as archeologists or forensic experts, to be present at the Disinterment. The moving party will pay any and all costs associated with the Disinterment in advance.

**IX. MEMORIALIZATION**

***Right to Regulate***

1. In order that the appearance of the Cemetery be kept in conformance with its purpose and philosophy, the Cemetery has the right to regulate the kind, size, design, quality and material of all grave markers.

2. The Cemetery will provide an electronic memorial service for burials.

***Specifications for Grave Markers***

3. Grave markers are not required by the Cemetery.

4. Markers for the grave sites may be made of stone or wood. Markers may be engraved or painted with the name and dates of birth and death of the deceased. The stone used for markers must be approved by the Cemetery. Pressure treated wood may not be used nor any coatings other than latex.

5. Natural stone memorials and engraving may be purchased from the Cemetery.

6. All memorials shall be in compliance with the Cemetery rules and regulations and placed as prescribed by the Cemetery.

7. Only one memorial may be placed on any one grave.
8. For Family Lots, individual grave markers are encouraged. Larger markers or Cenotaphs must be approved by the Cemetery,
9. Markers may be installed only on the grave or Lot(s) owned by the deceased or their family.
10. All memorials must be placed flush to the natural grade.

***Installation***

11. No memorial shall be placed or removed from the Cemetery without prior authorization of the Cemetery.
12. The Cemetery has the right, at the Owner's expense, to remove any unauthorized memorial or other object.
13. The date and time for memorial installation must be approved by the Cemetery.
14. If a memorial stone is present at the time of renewal for a renewable lot, it will be placed in a memorial wall at the Cemetery.

***Inspection***

15. The Cemetery reserves the right to inspect any Memorial prior to its placement in The Cemetery.

***Stop Work***

16. The Cemetery reserves the right to stop all work of any nature when work is not being executed according to the Cemetery's specifications and installation requirements.

***Repair, Replacement or Correction***

17. The Cemetery will not maintain grave markers and is not responsible for wear and tear, damage, deterioration or weathering.

***Plantings as Memorials***

18. Families are welcome to plant verified native plants over their respective gravesites. With the exception of verified invasive or non-native species removal, no additional tending to the site is permitted.
19. All plantings should be native to Virginia and appropriate to the microclimate of the Cemetery.

20. Any additional plantings will be conducted by the Cemetery and its employees or contractors. Placement will be according to the approved Cemetery's landscape plan.

19. The Cemetery shall have the sole discretion as to all matters regarding landscaping and plantings, including landscaping plan and care, pruning, revegetation of graves, and removal of vegetation. Unauthorized plantings will be removed.

***Floral Displays***

20. The Cemetery reserves the right to remove all flowers, wreaths, or other natural decorations without notice as soon as they become unsightly.

***Unauthorized Objects***

21. Manufactured and non-biodegradable items such as plastic or artificial flowers, arrangements, vases, flags, or photographs shall not be placed upon the grave sites or the Cemetery property. Such items, if left upon a grave, will be removed at will by the Cemetery, without liability. US flags may be placed on graves seven days before or left on graves seven days after the Memorial Day, Veterans Day and Independence Day holidays.

**X. PERPETUAL CARE**

***Cemetery Responsibility***

1. It is the responsibility of the Cemetery to provide for Perpetual Care as defined in these Rules and Regulations.

***Perpetual Care Fund***

2. A portion of the purchase price of all Interment Rights sold in the Cemetery shall be deposited into the Perpetual Care Fund. Amounts held in trust will be invested in accordance with the laws of the Commonwealth of Virginia.

3. Expenditures for perpetual care shall be limited to the income received from the investment of the Perpetual Care Fund. The income from the Perpetual Care Fund shall be expended by the Cemetery in such manner as will, in its judgment, be most advantageous to the Cemetery and the Owners as a whole and in accordance with the purpose and provisions of the state laws governing the expenditure of such funds. The Cemetery may, but is not required to, expend such amounts of its general funds as it sees fit to ensure for the proper care and maintenance of the Cemetery.

***Performing Work***

4. All work performed within the Cemetery for Perpetual Care shall be performed by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise expressly granted by the Cemetery for an outside contractor or volunteers to provide services to the Cemetery.

## **XI. HOURS OF OPERATIONS**

### **NORMAL OPERATING HOURS**

Open daily 10 AM to 4 PM

### **NORMAL INTERMENT SCHEDULE**

Monday through Friday 10 AM to 3 PM

Saturday 10 AM to 12 PM

Other times by special arrangement

### **HOLIDAYS – CLOSED FOR INTERMENT**

New Year's Day

Easter Sunday

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

The Cemetery gates on Reas Ford Lane will be locked outside normal operating hours.