

**THE GARDENS AT OLIVE BRANCH, INC.**



***CEMETERY RULES***

***AND***

***REGULATIONS***

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These Rules and Regulations are designed for the mutual protection of Owners of Interment rights as a group and the Cemetery as a whole. They are intended, not as a restraint upon the majority of the Owners, but rather as a measure to prevent the inconsiderate minority from taking unfair advantage of others. Their enforcement will help protect your Cemetery and create and preserve its beauty. These Rules and Regulations are hereby adopted as the Rules and Regulations of the Cemetery, and all Owners of Interment rights, employees, visitors and contractors and their employees performing work within the Cemetery, shall be subject to these Rules and Regulations, and such amendments or alterations as may be adopted by the Cemetery from time to time, with the same force and effect as though such Rules and Regulations and amendments were set forth in the Certificate of Burial Rights, Certificate of Entombment Rights, Certificate of Niche Rights, Purchase Agreement, Mausoleum Space Agreement or any other forms or documents issued by the Cemetery.

## DEFINITIONS OF TERMS

When used in the Rules and Regulations, the following definitions shall govern:

- A. "Board" means the Board of Directors for the Cemetery Association.
- B. "Burial" means the opening and closing of a grave, grave space, burial space, crypt, or niche for purposes of: (1) interment; (2) entombment; or (3) inurnment.
- C. "Burial Merchandise" means any personal property offered or sold by the Cemetery for use in connection with the Interment or inurnment of cremated human remains.
- D. "Burial right" means a right of interment, entombment, or inurnment granted by the owner of a cemetery and unless otherwise stated in the deed, certificate, or license given by the owner of the cemetery, is an easement for the specific purpose of burial.
- E. "Cemetery" means any land or structure in Indiana that is: (1) dedicated to; and (2) used for, or intended to be used for the interment, entombment, or inurnment of human remains.
- F. "Cemetery Agreement" means an agreement or contract, entered into to provide burial rights and/or burial or funeral merchandise and/or services for an individual or a deceased individual.
- G. "Cemetery Grounds" means that property within the legal boundary lines of the Cemetery and particular) within that portion developed, including the fences, gates, and entrance~ In it broad sense, the Cemetery Grounds are a burial park used for the permanent Interment of human remains. It may be comprised of earth Interments of Vaults or Crypts, Mausoleums, Columbaria, or other place of Interment of cremated remains, or any combination of such burial methods.
- H. "Cemetery owner" or "owner of a cemetery" means the person that: (1) owns; or (2) operates and conducts the business of a cemetery.

- I. "Cemetery purposes" means all things necessary for or incident or convenient to the establishment, maintenance, management, operation, improvement, and conduct of a cemetery, the preparation of cemetery property for interment, entombment, or inurnment and the interment, entombment, or inurnment of the human dead, and the care, preservation, and embellishment of cemetery property.
- J. "Columbarium" means a structure or room or space in a building or structure used or intended to be used for the inurnment of cremated human remains.
- K. "Committal Service" means the ritual or ceremony in a chapel, tent, or near the grave, below ground Crypt, Mausoleum, or Niche during which the remains are committed to their final resting place in the Cemetery Ground.
- L. "Community columbarium" means a columbarium in which inurnment rights are or have been offered for sale to the general public.
- M. "Community garden crypt" means a garden crypt in which entombment or inurnment rights are or have been offered for sale to the general public.
- N. "Community mausoleum" means a mausoleum in which entombment or inurnment rights are or have been offered for sale to the general public.
- O. "Cremation" means: (1) the incineration of: (A) the body of a deceased individual; or (B) a body part of a nondeceased individual; and (2) the mechanical or manual reduction of identifiable bone fragments to unidentifiable bone fragments.
- P. "Crypt" means a chamber in a mausoleum or garden crypt that is of sufficient size to entomb the uncremated remains of a deceased individual.
- Q. "Disinterment" means the recovery of human remains by exhumation, disentombment, or disinurnment. The term does not include: (1) the raising and lowering of human remains to accommodate two (2) interments within a single grave; or (2) the repositioning of human remains or the repositioning of an outside burial container or vault that encroaches on an adjoining grave, grave space, or burial space.
- R. "Entombment" means any lawful disposition of the remains of a deceased individual in a mausoleum or garden crypt as provided by IC 23-14-54.
- S. "Garden crypt" means a structure or building that is: (1) used; or (2) intended to be used for the entombment or inurnment of human remains in crypts, vaults, or niches, in which entombment or inurnment is done from the exterior of the structure or building. The term includes a columbarium within a garden crypt.
- T. "Human remains" or "remains" means the body of a deceased individual. The term includes: (1) the body in any stage of decomposition; and (2) cremated remains.
- U. "Interment" means any lawful disposition in the earth of the remains of a deceased individual as provided by IC 23-14-54.

- V. "Inurnment" means any lawful disposition of the cremated remains of a deceased individual in a mausoleum, garden crypt, niche, or scattering garden area as provided by IC 23-14-54.
- W. "Lawn crypt" means a vault that is: (1) preset into the earth; and (2) sold as a part of the sale of the lot, plot, burial space, or grave.
- X. "Lot", "plot", "burial space", or "section" means any space within a cemetery that is: (1) used; or (2) intended to be used for interment, entombment, or inurnment, irrespective of where the space is located. The term includes a crypt, a niche, and a grave space.
- Y. "Lot owner", "lot holder", "plot owner", "plot holder", "burial right owner", "burial right holder", "burial space owner", or "burial space holder" means a person: (1) under whose name a burial space is listed; or (2) who is identified as the owner or holder of a burial space in the records of the office of the cemetery owner.
- Z. "Management" means the Cemetery's board of directors, its duly authorized officers, assigns, and agents.
- AA. See definition for "Memorial."
- BB. "Mausoleum" means a structure or building that: (1) is used; or (2) is intended to be used for the entombment or inurnment of human remains in crypts, vaults, or niches, in which entombment or inurnment is done from the interior of the building or structure. The term includes a columbarium within a mausoleum.
- CC. "Niche" is a space in a columbarium that is: (1) used; or (2) intended to be used for the inurnment of the cremated remains of one (1) or more deceased individuals.
- DD. "Owner," when used in reference to a: (1) lot owner; (2) lot holder; (3) plot owner; (4) plot holder; (5) burial right owner; (6) burial right holder; (7) burial space owner; or (8) burial space holder; includes a holder of a lot, plot, burial right, or burial space. "Owner," when used in reference to a: (1) lot owner; (2) lot holder; (3) plot owner; (4) plot holder; (5) burial right owner; (6) burial right holder; (7) burial space owner; or (8) burial space holder; does not include a cemetery owner or an owner of a cemetery.
- EE. "Perpetual care" or "endowment care" means, within the limits permitted by the net income received from the perpetual care fund or endowment care fund required by IC 23-14-48 and from other care funds or endowments, the maintenance of the cemetery grounds and graves in keeping with a properly maintained cemetery, including the following:
  - (1) Cutting the grass on cemetery plots at reasonable intervals.
  - (2) Raking and cleaning of cemetery plots at reasonable intervals.
  - (3) Pruning of shrubs and trees.

(4) Procuring, maintaining, and keeping in workable condition the machinery, tools, and equipment needed for maintenance purposes, and replacing the machinery, tools, and equipment when necessary.

(5) Keeping in repair and preserving the drains, water lines, roads, buildings, fences, and other structures, including cemetery owned statues and embellishments of a general character applicable to the cemetery as a whole or a particular area.

(6) The administration of the cemetery, including: (A) the payment of insurance premiums; (B) the payment of pensions; and (C) maintaining the necessary records of lot ownership or holdership, burial right ownership or holdership, burials, and other necessary information, and making the records available to the public authorities and interested persons.

When used in connection with a mausoleum, garden crypt, columbarium, crematory, or other structure, the term "perpetual care" or "endowment care" means, in addition to the meaning set forth in subsection (a):

(1) the general upkeep of the structure and the ground surrounding the structure;

(2) the repair, replacement, and improvement of the structure;

(3) the procuring, maintaining, and keeping in reasonable condition the machinery, tools, and equipment needed for the purposes set forth in subdivisions (1) through (2); and

(4) replacing the machinery, tools, and equipment when necessary.

FF. "Upright Monument" means a granite die and base installed on any Lot for the purpose of identification or in memory of the interred.

GG. "Vault" means: (1) an outer burial container that is designed for placement in a burial space or grave around a casket or alternative container; or (2) the container that forms the chamber of a crypt. The term includes a burial vault, grave box, or grave liner.

## MANAGEMENT FUNCTIONS AND RESPONSIBILITIES

### RULE 1 - SUPERVISION

- A. **OWNERSHIP:** This Cemetery is a for-profit corporation operating for the benefit of all Owners of Burial Rights and in recognition of respect for the dead.
- B. **CONTROL OF WORK:** All grading, landscape work, improvements of any kind, and all care of Plots and Memorials will be done by the Cemetery. All trees, shrubs, and herbage of any kind will be planted, trimmed, cut, or removed by the Cemetery. All opening and closing of graves, interments, disinterments and removals will be made only by the Cemetery. Employees of the Cemetery are not permitted to do any work for the Lot Owners except at the direction of the Cemetery. The Cemetery will schedule all installations

subject to weather, availability of personnel and other scheduled burial services.

- C. **RIGHT TO REPLAT:** The right to enlarge, reduce, replat, or change the boundaries or grading of the Cemetery, Cemetery Grounds, or of any section, garden, or selection or of any parkways in the Cemetery or Cemetery Grounds, including the right to regrade roads, drives, walks, parkways, gardens, or any part of such areas is expressly reserved to the Cemetery.
- D. **RIGHT TO CHANGE DRAINAGE:** The right to lay, maintain, and operate or alter or change pipelines or gutters for sprinkling systems, drainage, lakes, and other similar operations, is expressly reserved to the Cemetery.
- E. **RIGHT TO AMEND:** The Cemetery expressly reserves the right at any time to adopt additional rules and regulations or to amend the existing Rules and Regulations.
- F. **SUPERVISION OF REMOVAL:** Removals of human remains from Burial Spaces within the Cemetery Grounds shall be under the supervision of the Cemetery.
- G. **AUTHORIZATION AND PERMITS:** The officers or other duly authorized representatives of the Cemetery shall require that proper authorization and permits have been obtained before burial or removal in order to comply with the law.

## RULE 2 - GENERAL

- A. **SUBJECT TO LAWS:** The laws of the State of Indiana govern the descent of rights of Interment in Cemetery Burial Spaces as well as other matters pertaining to assignments, trust deeds, and alienability.
- B. **CEMETERY NOT RESPONSIBLE:** The Cemetery will take reasonable precautions to protect the Owners of Burial Rights from loss or damage, but it disclaims any responsibility for loss or damage, direct or collateral, from causes beyond its reasonable control, including damages caused by the elements, an act of God, common enemy, thieves, strikers, malicious mischief, explosions, unavoidable accidents, insurrections, riots, or any order of any military or civil authority.
- C. **RESPONSIBILITY OF THE CEMETERY AND SIGNATURES:** The Cemetery Agreement, the Certificate of Ownership, and these Rules and Regulations and any amendments to these Rules and Regulations shall constitute the ONLY agreements between the Cemetery and any Owner(s) of Burial Rights. The Cemetery reserves the right to require that any signature(s) affecting Burial Rights be notarized.

## RULE 3 - OWNERSHIP EXPLANATION

- A. **CERTIFICATE OF INTERMENT/ENTOMBMENT RIGHTS:** Persons who purchase Interment/Entombment rights from the Cemetery will have the

exclusive right to Interment/Entombment in the Plot(s) or Burial Spaces so designated in the Certificate of Interment/Entombment rights and will be subject to these Rules and Regulations and their amendments.

- B. **HUSBAND AND WIFE:** Burial Rights purchased jointly by husband and wife shall guarantee a vested right of Interment/Entombment of his and/or her body in any Burial Space in which Burial Rights were purchased. The right of Interment shall be presumed by the Cemetery to continue unless the Cemetery is presented with an order specifying otherwise by a court of competent jurisdiction, or notarized agreement of the parties.
- C. **DISSOLUTION OF MARRIAGE:** Burial Rights purchased jointly by husband and wife for whom an order of Dissolution of Marriage has been finalized will be vested as provided by the final order.
- D. **NON-HUSBAND AND WIFE:** Burial Rights purchased jointly by persons who are not husband and wife may not guarantee a vested right of burial for each purchaser.
- E. **UNSPECIFIED CIRCUMSTANCES:** The Cemetery recognizes that all circumstances affecting Ownership of Burial Rights cannot reasonably be anticipated; however, the Cemetery will act as required by Indiana law but will not assume the responsibility for arriving at a determination of Ownership of Burial Rights.
- F. **OFFICIAL RECORDS:** The official records of persons owning the Certificate of Interment/Entombment of Burial Rights will be maintained by the Cemetery at its business office, and each Plot Owner will be registered by name and address. Such registration will be final governing record used by the Cemetery in determining Plot Ownership unless ordered otherwise by a court of competent jurisdiction.
- G. **CHANGE OF ADDRESS:** The Rules and Regulations require that each Plot Owner keep the Cemetery fully informed as to his or her mailing address and to notify the Cemetery of any changes thereof. Notice sent to any Plot Owner at the last registered address on file in the office of the Cemetery will be considered sufficient and proper legal notification.
- H. **RIGHT TO DESIGNATE GRAVES RESTRICTED:** Individuals may designate graves in their Lots on approved forms provided by the Cemetery. All grave designations in any Plot or Plots shall be subject to a reasonable and uniform charge fixed, from time to time, by the Cemetery; which charge must be paid when the designation is received for filing by the Cemetery.
- I. **FAMILY ENDOWMENT FEATURES:** Owners of Burial Rights are permitted to enhance their family heritage by making donations of endowment features, such as benches, to the Cemetery. The feature(s) and its location(s) are subject to Cemetery approval. All such features will be installed by or under the supervision of Cemetery Personnel.

#### RULE 4 - TRANSFER OF OWNERSHIP

- A. **METHOD OF TRANSFER:** The transfer of Certificate of Interment/Entombment Rights shall be made on approved forms provided by the Cemetery.
- B. **TRANSFER CHARGE:** All transfer of Certificate of Interment/Entombment Rights or grave designations in any Plot or Plots shall be subject to a reasonable and uniform charge fixed, from time to time, by the Cemetery; which charge must be paid when the transfer or designation is received for filing by the Cemetery.
- C. **INDEBTEDNESS:** The Cemetery may refuse to consent to a transfer of Certificate of Interment/Entombment Rights or to a grave designation as long as there is any indebtedness due the Cemetery from the Owner so recorded in the records of the Cemetery.

#### MANAGEMENT ASSURANCE OF PERFORMANCE

#### RULE 5 - CARE AND MAINTENANCE

- A. **CARE AND MAINTENANCE TRUST FUND:** To provide for the future care and maintenance of the Cemetery, the Cemetery has established and created an Irrevocable Perpetual Care Trust Fund into which fund the Cemetery shall deposit a sum not less than that required by law from each and every Burial Right conveyed in the Cemetery.
- B. **CARE OF PLOTS:** The term "Care and Maintenance," as used in these Rules and Regulations with reference to Lots, Plots, or Grave Spaces within the Cemetery Grounds, is held to mean: cutting the grass, raking and cleaning at reasonable intervals, necessary reseeding, and keeping edged and in place the grave Markers, Memorials, or Upright Monuments.
- C. **GENERAL CARE:** The "Care and Maintenance," as used in these Rules and Regulations with reference to the Cemetery Grounds, means that the Cemetery will be maintained in a reasonable condition including leveling of the Grounds where Interments have been made, removal of all debris, mowing and edging, and the maintenance of a well-kept appearance.
- D. **INVESTMENT OF ENDOWMENT FUNDS:** The purchase price of all Burial Space sold in the Cemetery includes a deposit for perpetual care, which will be administered according to Indiana law.
- E. **GIFTS, DONATIONS, DEVICES, AND REQUESTS:** Nothing in these Rules and Regulations shall prohibit gifts, donations, devices, or bequests of money, funds, securities, or property to enhance the beauty of the Cemetery Grounds. Any such gifts, donations, devices, or bequests may be commingled with other Cemetery Perpetual Care Funds.
- F. **PRESENT CARE AND MAINTENANCE:** The Cemetery will provide adequate care and maintenance of the Cemetery Grounds, and of every Burial

Space conveyed by it, until such a time as the income from the Perpetual Care Trust Fund described in these Rules and Regulations is sufficient to provide for such maintenance.

## CEMETERY OPERATIONS

### RULE 6 - INTERMENT

- A. **SUBJECT TO LAWS:** The laws of the State of Indiana govern the descent of rights of Interment in Cemetery Burial Spaces as well as other matters pertaining to assignments, trust deeds, and alienability.
- B. **PRIOR NOTICE:** The Cemetery reserves the right to require at least a twenty-four (24) hour notice and payment in full prior to any Interment.
- C. **REQUEST FOR INTERMENT:** All persons who submit written authorizations for Interment, entombment, or inurnment, shall, upon request, provide the Cemetery with the name, last known address and last known telephone number of all surviving immediate members of the decedent's family ("Immediate Family Members"). The Cemetery may rely on any information submitted on an interment authorization form and assumes no liability for any act performed in reliance on such information.
- D. **PAYMENT BEFORE BURIAL:** The Cemetery reserves the right to collect all fees for the Burial Plot and opening/closing 24 hours prior to making a burial in that Plot.
- E. **CHARGES:** The Cemetery reserves the right to set charges for its services rendered and to revise such charges.
- G. **TELEPHONE REQUESTS:** The Cemetery will not be responsible for any information given by telephone or for any mistakes as to the particular space, size, and location in a Plot where Interment is desired, where such information is given over the phone.
- H. **FUNERAL SERVICE TIMES:** The Cemetery will open for Funeral Services from 8:00 a.m. to 4:00 p.m. Monday - Saturday. Special arrangements can be made with the Cemetery for special Funeral Services at other times such as weekends and holidays. Fees for special Funeral Services times will be at an additional rate, which will be published in the cemetery general price list. No Funeral Services will take place on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.
- I. **RESPONSIBILITY:** All funerals shall be under the charge of the Cemetery.
- J. **BURIAL PERMITS:** Upon arrival at the Cemetery, Funeral Directors must present the necessary Indiana burial permit to a Cemetery representative.
- K. **EQUIPMENT USED:** Tents, artificial grass, lowering devices, and other equipment owned by the Cemetery will be used in making Interments,

disinterments, and removals unless permission to use other equipment is given by the Cemetery representative.

- L. **CEASE WORK:** While a funeral or Interment is being conducted, work shall cease within a section of the Cemetery. To ensure uninterrupted preparation for and conductance of funerals, Interments, or other work at the Cemetery, the Cemetery retains the right to control when work by outside agents or contractors will be permitted on Cemetery Grounds.
- M. **MORE THAN ONE BODY:** Without written consent of the Cemetery, not more than the remains of one body shall be interred in one Burial Space, with the exception of double depth lawn crypts. For situations involving cremated remains please refer to "Cremation Guidelines for All Cemeteries."
- N. **CORRECTION OF ERRORS:** The Cemetery shall have the right to correct, without liability for the payment of damages, any errors that may be made by it in making Interments, disinterments, or removals or in the description, transfer, or conveyance of any Interment property, either by canceling such conveyance and substituting a corrected conveyance in lieu of the erroneous conveyance or other Interment property of equal value and, if possible, similar location selected by the Cemetery in its sole discretion; or, if a similar location is not available, or if the alternate site(s) are not acceptable to the customer, by refunding the amount of money paid on account for the purchase. In the event such error involves the interred remains of any person in a Burial Space, the Cemetery reserves the right to remove and/or transfer the remains so interred to another Burial Space of equal value and similar location. The Cemetery has the right to and shall be solely responsible for and shall correct any errors made by placing an improper description, such as an incorrect name or date, on the Memorial, Marker, or Upright Monument.
- O. **EMBALMING REOUIRED:** Embalming of the body by a licensed funeral director or a licensed embalmer is required when the deceased is to be entombed in an above ground Mausoleum Crypt. Embalming is not necessary when the remains are to be interred in below ground burial.
- P. **NON-OWNER BURYING CREMATED REMAINS:** Urns in cremation vaults may be buried over an existing burial space providing there is written authorization from the record holder. If there are no records on file, an Indiana Court Order authorizing the burial will be required.
- Q. **GRAVESITE SERVICES:** Tent set-ups and gravesite services in general may be suspended at any time at the discretion of the Cemetery for safety reasons. NO tents shall we set up if there exists a "Wind Advisory" from the weather service.

#### RULE 7 - DISINTERMENTS AND REMOVALS

- A. **TO A MORE DESIRABLE SPOT:** Remains may be removed from the original Plot to an available larger or more desirable Plot in the Cemetery if

there is an exchange or purchase for that purpose, and the legal representative (per Indiana state law) of that deceased person has consented.

- B. NOTICE: The Cemetery reserves the right to receive at least seven days notice, excluding holidays, prior to any disinterment or removal.
- C. AUTHORIZATION: Remains may be removed from a burial place only on compliance with Indiana law.
- D. CARE IN REMOVAL: The Cemetery will exercise the utmost care in making a removal, but assumes no liability for damage to any casket, outer burial container or Vault or urn incurred in making the removal.
- E. REMOVAL FOR AUTOPSY: A body may be removed for autopsy only by an Indiana court order for that purpose or an order from the county coroner. Standard charges will apply.

### VAULTS AND CASKETS

#### RULE 8 – VAULTS AND CASKETS

- A. VAULTS REQUIRED: The casket in every earth Interment shall be enclosed in a burial Vault.
- B. VAULT STANDARDS: A concrete burial Vault for a casket earth Interment shall be made of poured steel reinforced concrete with the strength of 4.500 PSI at 28 days, or greater. Fiberglass, steel (min. 12 gauge), and polypropylene Vaults are also permitted. The Vault shall be four sided with a top, at a minimum. A bottomless grave liner type vault is acceptable for a casket burial in the Cemetery provided the records in the office indicate such has occurred. All vaults and grave liners are required to have a domed or rounded top.
- C. VAULT INSTALLATION: The installation of any earth burial Vault shall be made or supervised by the Cemetery.
- D. URN VAULTS: All urns being buried in the earth of a grave space shall be required to be placed in an Urn Vault. Urns placed in a Columbarium Niche, Mausoleum, or any combination of these shall not be required to have an Urn Vault, as long as the Urn is made of any enduring material, other than cardboard, such as, but not limited to: concrete, bronze, copper, polypropylene, or steel.
- E. CASKET STANDARDS: All earth Interments of human remains shall require the use of a casket or alternative container for burial. Exceptions to this rule for religious reasons may be approved, in writing, by the Cemetery.

## MEMORIALS, MARKERS, AND UPRIGHT MONUMENTS

### RULE 9 – MEMORIALS, MARKERS, AND UPRIGHT MONUMENTS

- A. FLUSH MEMORIAL AND MARKER: Only flush type bronze or granite Memorials may be used in grave spaces so designated for flush type Memorials in the Cemetery.
- B. UPRIGHT MONUMENTS: Upright granite or upright bronze and granite monuments may be used only on grave space(s) or sections so designated for Upright Monuments. Monument Benches will be permitted in specified monument grave space(s) and by designated size.
- C. APPROVAL Required: Before selecting an Upright Monument, a person must verify with the Cemetery office that the Grave Space or Plot is designated for Upright Monuments. Standard sizes and designs for Memorials and Upright Monuments are on display in the Cemetery that have been approved by the Cemetery for use in the Cemetery. Memorials and Upright Monuments may be purchased from an outside or third party supplier as long as they meet the Cemetery specifications.
- D. SIZE OF MONUMENTS, MEMORIALS AND MARKERS: These requirements are available at each Cemetery office with that location's specific requirements listed. Basic guidelines are as follows:

#### BRONZE

Minimum Individual- 24 x 12 brz. on 28 x 16 x 4 granite backer

Minimum Companion - 36 x 13 brz. on 40 x 17 x 4 granite backer

*Vases are permitted in most locations.*

#### FLAT GRANITE

Minimum Individual - 24 x 12 x 4

Minimum Companion - 48 x 12

*Vases are permitted in most locations.*

#### MONUMENTS

Minimum Individual- 1 '8" x 2'2" x 0'8" Tablet 12' 10" x 1 '2" 0'8" Base

Minimum Companion - 3 '0" x 2'2" x 0'8" Tablet 14'0" x 1 '2" x 0'8" Base

*Maximum width for monument base not to exceed 85% total width of graves covered.*

#### MONUMENT BENCHES

Must be installed on a monument grave or management approved neutral lot.

Must be installed on a full foundation.

Requires use of a standard 8" high, rock pitch base.

Total height must be a minimum of 24" high.

Requires a min. of 288 sq. inches of vertical contiguous frontal inscription area.

*Maximum width for monument bench base not to exceed 85% total width of graves covered.*

## MEMORIAL BENCHES

Must be installed management approved tree lot~ neutral lot or mausoleum lot.  
May be installed on a 4" concrete cap or granite base.  
May NOT be used on a grave as a memorial.

- E. **MATERIAL:** The material content of all bronze Memorials currently manufactured by Matthews International Corporation, Granit-Bronz CSG Inc., the Williamsburg Bronze Corporation, Trinity Bronze Inc., and Gorham Bronze Textron: on the effective date of these Rules and Regulations have been approved by the Cemetery. All other Bronze Memorials must be of a bronze alloy consisting of:
  - 1. Not less than 87% Copper
  - 2. Not less than 5% tin
  - 3. Not more than 3% lead
  - 4. Not more than 5% zinc
  - 5. All other elements in total not exceeding 1 %
  - 6. The lead content must be greater than the zinc content.
- F. **QUALITY AND WORKMANSHIP:** Imperfections, which mar the appearance or impair the usefulness and stability of the finished Memorial, Marker, or Upright Monument are unacceptable. Each Memorial, Marker, or Upright Monument must be free from weakening defects and imperfections.
- G. **VETERAN MEMORIALS:** Flush type bronze or granite Memorials furnished by the Federal Government will be accepted by the Cemetery. The bronze Memorials must be attached to a granite base. Granite Memorials may be used only in sections where flat granite is permitted. Standard installation charges apply.
- H. **MEMORIAL BASES:** All bronze Memorials must be attached to a granite base. The granite base must be no less than a nominal 4 inches in thickness with 4 inches as minimum and 6 inches as maximum. At installation any base that is chipped, cracked, broken, or in any other way damaged, is not acceptable.
- I. All property must be paid for in full prior to installation of a permanent memorial.

## RULE 10 - INSTALLATION OF MEMORIALS, UPRIGHT MONUMENTS AND PRIVATE MAUSOLEUM ESTATES

- A. **AUTHORIZATION REQUIRED:** The authorization for installation must be made on an approved form provided by the Cemetery. The Cemetery must receive authorization from the Burial Rights Owner in writing prior to any

installation of a Memorial or Upright Monument foundation by an outside dealer who is not a representative of, or employed by, the Cemetery.

- B. FOUNDATIONS/INSTALLATIONS: All foundations for any Memorial or Private Mausoleum Estate, wherever purchased, shall be laid by the Cemetery. Foundation charges and the charge for Memorial installation shall be as set from time to time by the Cemetery and shall be the same to all Lot Owners, regardless of where the Memorial is purchased. Typical weather conditions dictate that cement foundations are usually formed and poured from mid-March through mid-November.
- C. INSURANCE REQUIRED: Each outside contractor or outside installer, or such person's agent must provide a copy of his current Insurance coverage in order for the installer to legally conduct business at the Cemetery.
- D. IDENTIFICATION: For purposes of identification, each outside contractor or outside installer, or such person's agent must provide a listing of all employees who will be conducting installations at the Cemetery.
- E. WEEKENDS AND HOLIDAYS: No outside contractor or outside installer or agent of an outside contractor or outside installer shall work on Sundays, or any holiday in the Cemetery.
- F. FUNERAL SERVICES: No equipment shall be brought onto the Cemetery Grounds while a funeral service is in progress
- G. REMOVALS: No Memorial, Marker, or Upright Monument shall be removed from the Cemetery without authorization from the Cemetery and the Owner of the Burial Rights.
- H. UNPAID PROPERTY: Memorials, Markers, and Upright Monuments shall not be permitted on unpaid Burial Spaces. Memorials, Markers, and Upright Monuments shall not be dropped off on Cemetery property.
- I. SCHEDULE OF WORK: A minimum of 24 hours advance notice shall be required by the Cemetery in order to schedule outside contractors, outside installers, or such person's agents. Cemetery burial services and other factors that may affect the schedule will be considered prior to scheduling the outside contractor, outside installer, or such contractor or installer's agents. All installations shall be scheduled between 8:00 a.m. and 4:00 p.m. on Monday - Saturday.
- J. LOCATION: The Cemetery will show the outside contractor, outside installer, or such contractor or installer's agent the Burial Space of the installation. The Cemetery will also provide the necessary reference points required to assure an accurately located installation.
- K. ALIGNMENT: Monuments shall line up according to section specifications.
- L. FILLING: Areas around the Memorial, Marker, or Upright Monument are to be filled in with topsoil or sand.

- M. GROUND CONDITIONS: Because ground conditions will vary based on the weather, vehicles are permitted off the Cemetery Grounds roadways for installation work only when approved in advance by the Cemetery.
- N. CLEAN UP AND INSPECTION: After completion of an installation, the outside contractor, outside installer, or such contractor or installer's agent must clean up and remove from the Cemetery Grounds all waste and debris resulting from the installation. After completion, the Cemetery will inspect the installation to assure that it meets the Cemetery's standards. The Cemetery will promptly inform the outside contractor, outside installers, or such contractor or installer's agent of the acceptability of the installation.
- O. INSTALLATION ERRORS: If the installation is unacceptable, the Cemetery will notify the outside contractor, outside installers, or such person's agent of the errors in writing postmarked within 5 working days after installation of the manner in which the installation is in error. Errors shall be corrected by the installing person within a reasonable period of time, not to exceed 15 days from the date of notification. Errors are deemed corrected when an approved INSPECTION FORM is signed by the Cemetery. The Cemetery reserves the right to take reasonable and appropriate action in the case of safety-related errors or extended nonperformance to correct errors.
- P. DAMAGE: The outside contractor, outside installer, or such contractor or installer's agent is responsible for any damage to the Cemetery Grounds or property owned by Owners of Burial Rights caused by their equipment or personnel. Any damage caused to the Cemetery property or property owned by Owners of Burial Rights shall be reported to the Cemetery immediately. Such damage shall be repaired as soon as possible. Written notice must be given to the Cemetery of the remedial work done to correct or repair such damage.
- Q. INSCRIPTIONS: The Cemetery reserves the right to inscribe or install inscriptions on any community Mausoleum building.
- R. PRIVATE MAUSOLEUM ESTATES: All Private Estate Mausoleums will be required to pay eight percent of the retail price to the Cemetery Perpetual Care Fund to ensure the ongoing maintenance of the building. The Cemetery reserves the right to review the plans and specifications to approve the building construction and installation. The Cemetery reserves the exclusive right to install the foundation for the building, per the manufacturer's specifications, at the current Private Estate rate. The Cemetery also reserves the right to control all aspects of the building installation.

#### CONSUMER ASSURANCE OF BEAUTY AND TRANQUILITY

#### RULE 11 – CONDUCT OF PERSONS

- A. CONDUCT: All persons within the Cemetery should conduct themselves in a manner becoming of a resting place for the deceased.

- B. **LOUD TALKING:** Loud talking is not permitted on the Grounds of the Cemetery and particularly within hearing distance of funeral services.
- C. **CHILDREN:** Children under fifteen (15) years of age are not permitted within the Cemetery or its buildings unless accompanied by a parent.
- D. **PRESERVATION OF PLANTS AND WILDLIFE:** All persons are prohibited from gathering flowers, either wild or cultivated, breaking trees, shrubbery, or plants, or feeding or disturbing the birds, fish or other animal life within the Grounds of the Cemetery.
- E. **LITTERING:** Receptacles for waste material are located at convenient places throughout the Cemetery. Littering on drives and paths, any part of the Grounds, or in the buildings is prohibited.
- F. **AUTOMOBILES:** Automobiles and other vehicles shall be kept under complete control at all times. Parking is permitted in designated spaces or on paved roadways next to curb. Parking on grass is prohibited.
- G. **BICYCLES AND MOTORCYCLES:** Bicycles or motorcycles are not permitted in the Cemetery, except as may be used to attend funerals or in connection with business at the Cemetery.
- H. **FIREARMS:** Firearms are not permitted at the Cemetery except as brought in by duly authorized law enforcement personnel, Military Honor Guard or with special permission from the Cemetery.
- I. **ADVERTISING:** Signs, notices, or advertisements of any kind are not allowed at the Cemetery.
- J. **PEDDLING AND SOLICITING:** Peddling of flowers or plants or soliciting the sale of any commodity other than by the Cemetery or persons authorized by the Cemetery is prohibited at the Cemetery.
- K. **COMPLIANCE:** It is the duty of the Cemetery to see that the bylaws are complied with, that order is maintained, and that the best interests of the Owners of Burial Rights and the Cemetery are protected and promoted. To that end, the Cemetery is authorized to make temporary additional rules or take such actions that may be needed from time to time to meet emergencies or other situations or conditions that are not covered by these Rules and Regulations.
- L. **RIGHT TO INGRESS AND EGRESS RESERVED:** The Cemetery reserves, to itself and to those lawfully within the Cemetery, a perpetual right of ingress and egress over Plots for the passage to and from other Plots.
- M. **PETS IN THE CEMETERY:** All pets must be on a leash at all times. Pet owners must clean up after their pets.

## RULE 12: GENERAL DECORATING POLICY

### March 1st-March 14th

All fresh cut flowers, artificial arrangements, and/or decorations, grave blankets, wreaths, personal, items, etc., in the Cemetery will be removed and discarded by the Cemetery during this time period. (If you wish to keep any of these types of items, they must be picked up before February 28<sup>th</sup>.)

### March 15th-October 31st

#### THE FOLLOWING POLICIES WILL APPLY:

##### *Monuments*

Fresh cut or artificial decorations and fresh cut or artificial flowers, decorations, or personal items placed permanently or installed Cemetery approved vases are permitted during this time. Any arrangements will be removed by the Cemetery if they become unsightly or out of season. Artificial floral arrangements, decoration and personal items may not be placed directly on the ground. Only landscaping by Cemetery personnel is permitted.

##### *Flat Memorials*

Fresh cut or artificial decorations and fresh cut or artificial flowers, decorations, or personal items are allowed to be placed in permanently installed Cemetery approved vases. Any fresh fresh-cut flowers, artificial floral arrangements, decoration, and/or personal item will be removed and discarded by the Cemetery if they become unsightly or out of season. During this period of time any or all fresh-cut flowers, floral arrangements decorations and/or personal items placed directly on the ground will be removed and discarded by the Cemetery. All vases should be inverted when not in use. Only landscaping installed by Cemetery personnel will be permitted. Only one vase per Memorial is permitted.

##### *Exterior Crypts and Niches*

Fresh cut or artificial decorations and fresh cut or artificial flowers, decorations, or personal items may be placed, provided they are in permanently installed Cemetery vases. Only one (1) permanently installed Cemetery approved vase is permitted per pair of Crypts. ALL fresh fresh-cut flowers, artificial floral arrangements, decoration, and/or personal item will be removed and discarded by the Cemetery if they become unsightly or out of season. All vases should be inverted when not in use. During this period of time any or all fresh-cut flowers, floral arrangements, decorations and/or personal items placed directly on the ground will be removed and discarded by the Cemetery. Fresh cut flowers, floral arrangements, decorations, and/or personal items are not permitted to be attached in any manner to the Crypt/Niche fronts.

##### *Interior Crypts and Niches*

Only artificial flowers and floral arrangements, decorations, and/or personal items may be placed in a permanently installed Cemetery-approved case. (Fresh cut recent funeral flowers will be permitted.) Potted plants are not permitted at any time. Artificial floral arrangements, decorations and/or personal items in vases will be removed and

discarded by the Cemetery if they become unsightly or out of season. Any and all decoration and/or personal items may not be attached in any manner to the Crypt/Niche fronts.

November 1st-November 14th

All fresh cut flowers, artificial arrangements, and/or decorations and/or personal items etc everywhere in the Cemetery will be removed and discarded by the Cemetery during this period. (Any items families wish to keep must be picked up before October 31<sup>st</sup>.) All vases will be inverted.

November 15th-February 28th

THE FOLLOWING POLICIES WILL APPLY:

*Monuments*

Saddle arrangements and decorations or personal items placed in permanently installed Cemetery approved vases are permitted. Grave blankets, etc., and wreaths are also permitted. (However, we recommend that permanent vases not be used during the winter months due to the possibility of damage caused by the freezing and cracking of the vases.)

*Flat Memorials*

All fresh cut flowers, artificial arrangements, and/or decorations and/or personal items may be placed directly on the ground. (We recommend that permanent vases not be used during the winter months due to the possibility of damage caused by the freezing and cracking of the vases.) Grave blankets, wreaths, etc., are permitted.

*Exterior Crypts And Niches*

Wreaths and other floral decorations and/or personal items are permitted to be placed on the ground. (We recommend that permanent vases not be used during the winter months due to the possibility of damage caused by the freezing and cracking of the vases.) Fresh-cut flowers, artificial floral arrangements, decorations and/or personal items may not be attached in any manner to the Crypt/Niche fronts.

*Interior Crypts And Niches*

Only artificial flowers and floral arrangements, decorations, and/or personal items may be placed in a permanently installed Cemetery approved vase. (Fresh cut recent funeral flowers will be permitted.) Potted plants are not permitted at any time. Artificial floral arrangements, decorations and/or personal items may not be attached in any manner to the Crypt/Niche fronts.

**SPECIAL NOTICES/HOLIDAY EXCEPTION**

EASTER, MOTHER'S DAY, MEMORIAL DAY AND FATHER'S DAY ARE EXCEPTIONS TO THE SPRING AND SUMMER MAINTENANCE SCHEDULES. ANY TYPE OF NON-OFFENSIVE DECORATIONS MAY BE PLACED THE SATURDAY PRIOR TO THE ABOVE-MENTIONED HOLIDAYS AND REMAIN UNTIL THE MONDAY FOLLOWING THE HOLIDAYS. (AFTER SATURDAY, ALL

DECORATIONS THAT ARE ON THE GROUND OR OUT OF SEASON WILL BE REMOVED AND DISCARDED.)

Only landscaping installed by Cemetery personal is permitted. The Cemetery will not be responsible for damage to vases unless caused by Cemetery equipment.

NOT PERMITTED: No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind are allowed around any Lot or ground space, and no walks or brick, chat, cinder, tile, stone, marble, terra cotta, sand, cement, gravel, wood or other similar borders are designs are allowed on any Lot or on the vicinity of such Lot or grave space.

OTHER DECORATIONS: The Cemetery reserves the right to regulate the method of decorating Plots to maintain uniformity in order to preserve the beauty of the Cemetery Grounds.

CERTAIN ORNAMENTS PROHIBITED: The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, vases, glass, wood or iron cases, shepherd hooks, solar lights and similar articles upon Plots, walks, casements, or roads is not permitted and if so placed, the Cemetery reserves the right to remove such articles. The Cemetery shall not be liable for the loss or destruction of such ornaments placed in an unauthorized manner.