

**RULES AND REGULATIONS
OF
THE WALNUT HILLS CEMETERY ASSOCIATION
CINCINNATI, OHIO**

1. For the mutual protection of every plot purchaser in The Walnut Hills Cemetery Association of Cincinnati, Ohio, said Association hereby adopts the following rules and regulations. All property owners and persons within the Cemetery, and all plots sold, shall be subject to said rules and regulations, and subject, further, to such other rules and regulations, amendments or alterations as shall be adopted by this Association from time to time; and the reference to these rules and regulations in the deed or certificate of ownership to plots shall have the same force and effect as if set forth in full therein.

The term "Cemetery" means the burial grounds for earth interments.

"Plot" means space in the Cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more than one adjoining grave.

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

"Crypt" or "Vault" means a space in a mausoleum of sufficient size used, or intended to be used, to entomb uncremated human remains.

"Interment" means the disposition of human remains by burial, or inurnment in the ground.

"Entombment" means the placement of human remains in a crypt or vault.

"Inurnment" means placing cremated remains in an urn and placing it in the ground.

"Association" means the organization or corporation owning and controlling the Cemetery.

"Memorial" means a monument or marker.

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

2. This Association is a private corporation, and it reserves the right to compel all persons coming into the Cemetery to present proper identification to the gate keeper for examination; also all machines may be compelled to be brought to a full stop at the entrance; and further, this Association reserves the right to refuse admission to any one not a lot owner or relative of a person interred in said Cemetery, and to refuse the use of any of the cemetery facilities at any time to any person or persons whom the management may deem objectionable to the best interests

of the Cemetery.

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

4. Once the funeral service is completed and the casket is placed in the receiving vault or other space, the Association reserves the right to refuse permission to anyone to open the casket or to touch the body without the consent of the legal representative of the deceased or without a court order; provided that in the event necessity requires the Association may take appropriate steps to correct any obnoxious or improper condition.

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

6. All interments, disinterments and removals must be made at the time and in the manner and subject to the payment of such charges as fixed by the cemetery management and in accordance with the law of the State of Ohio and the City of Cincinnati.

7. No interments, disinterments and removals or interment service shall be permitted on Sundays, or on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day. Saturday interments arriving at the Cemetery after 11:00 a.m. shall be subject to additional charges.

8. The right is reserved by the Association to insist upon at least twelve regular working hours notice before any interment, and to at least one week's notice prior to any disinterment or removal. If Saturday afternoon, Sunday or Holiday work is required, an additional labor charge will be levied. The Association may refuse to make an interment if the remains arrive at the Cemetery entrance after 3:30 p.m. Monday through Friday, or if too many funerals arrive at the same hour. Interments arriving after 3:30 p.m. on Monday through Friday shall be subject to additional charges.

9. The Association may inter or open a plot for any purpose on proper written authorization by any plot owner of record made out on forms approved by the Association and duly filed in its office, unless there are written instructions to the contrary on file in the office.

10. The casket in every earth interment shall be enclosed in a concrete sectional box or concrete or metal vault.

11. When instructions from the plot owner or his or her agent regarding the location of the interment space in a plot can not be obtained, or are indefinite, or when for any reason the interment space can not be opened where specified, the management may, in its discretion, open it in such location in the plot as it deems best and proper, so as not to delay the funeral; and the Association shall not be liable for damages for any error so made.

12. The Association shall not be held responsible for any order given by telephone, or

for any mistake occurring from the want of precise and proper instructions as to the particular space, size and location in a plot where interment is desired.

13. The Association reserves, and shall have, the right to correct any errors that may be made by it either in making interments, disinterments or removals, or in the description, transfer or conveyance of any interment property, either by canceling such conveyance and substituting and conveying in lieu thereof other interment property of equal value and similar location as far as possible, or as may be selected by the Association, or, in the sole discretion of the Association, by refunding the amount of money paid on account of said purchase. In the event the error shall involve the interment of the remains of any person in such property, the Association reserves, and shall have, the right to remove and re-inter the remains to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

14. The Association shall be in no way liable for any delay in the interment of a body where a protest to the interment has been made, or where the rules and regulations have not been complied with; and, further, said Association reserves the right, under such circumstances, to place the body in the receiving vault until the full rights have been determined. The Association may require any protest to be in writing and filed in the office of the Association.

15. The Association shall not be liable for the interment permit nor for the identity of the person sought to be interred; nor shall the Association be liable in any way for the embalming of the body.

16. No interment shall be permitted or memorial placed in or on any burial plot not fully paid for except by special consent of the Association in writing in each and every case, and, in the event such consent is given, any and all interments or memorials placed in or on said property shall be considered as temporary, and shall not be considered as payment, and no rights shall be acquired by the plot purchaser of said interment or interments until such property is fully paid for in cash, including principal and interest; and in case the purchaser of said property shall fail to meet all payments within thirty days after the same are demanded by the Association, the Association may re-enter said property and hold the same as of its former estate. The Association, thereupon, shall be released from all obligations thereunder, and it may retain such payments as may have been made toward the purchase of such property as liquidated damages. The Association reserves the right, and shall have the right immediately or at any time thereafter, without notice, at its discretion, to cremate or to remove to single graves, to be chosen by the Association, each of the remains then interred in said property. The Association, further, shall have the right to remove any memorial that may have been placed on said property.

17. Not more than one body, or the remains of more than one body, shall be interred in one grave.

18. Where a plot is owned by a Church, Lodge or other society, interments shall be limited to the actual members of that organization, and to their husbands or wives, and to immediate members of families of members, upon proper certification of the authorized officer or officers of the Church, Lodge or society.

19. Tents, artificial grass, lowering devices, and other equipment owned by the Association, shall be used exclusively in making interments, disinterments and removals.

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

21. A body, or cremated remains, may be removed from its original plot to a larger or better plot in the Cemetery, when there has been an exchange or purchase for that purpose.

22. The Association shall exercise due care in making a disinterment and removal, but it shall assume no liability for damage to any casket or burial case or urn incurred in making the disinterment and removal.

23. All charges for cemetery services and full purchase price of graves and lots must be paid for in full prior to the time of any interment or disinterment and removal.

No work of any kind on any lot or grave will be commenced until the current Annual Care charges on said Lot or Grave have been paid. If the Annual Care charge has not been paid for the current year and the previous year, the charge shall be double the annual rate.

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

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

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

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

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

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

An affidavit by a person having knowledge of the facts setting forth the fact of

death of one joint tenant and establishing the identity of the surviving joint tenants named in the deed to any plot, when filed with the Association, is complete authorization to the Association to permit the use of the unoccupied portions of the plot in accordance with the directions of the surviving joint tenants or their successors in interest.

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

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

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

In a family plot, one grave may be used for the owner's interment, one for the owner's surviving spouse, if any, who by law has a vested right of interment in it; and the remaining graves, if any, are available for the use of the next of kin as determined by the interstate laws of Ohio of the deceased lot owner in order of death without the consent of any person claiming any interest in the plot.

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

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

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

28. The Association may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due the Association from the record plot owner, his or her heirs or

assigns.

29. The Association may fix a charge for all transfers of ownership in plots. No transfer of ownership shall be complete or effective until all charges are paid.

30. The subdivision of plots is not allowed, and no one shall be interred in any plot not having any interest therein, except by written consent of all parties interested in such plot and of the Association; provided, however, a relative of any record owner may be buried in said plot as provided in these rules or in the laws of the state.

31. All grading, landscape work and improvements of any kind, and all care on plots, shall be done, and all trees and shrubs and herbage of any kind shall be planted, trimmed, cut or removed, and all openings and closings of plots, and all interments, disinterments and removals shall be made only by the Association.

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

33. All graveside services shall be coordinated with the Superintendent and his or her assistants by the attending funeral director in all manners so as to comply with all Rules and Regulations of the Association and the operational authority of the Superintendent.

34. Floral Regulations

No flower receptacles may be placed on any plot, unless approved by the Association and they shall be of metal of approved size and design. Such receptacles may be purchased from and placed by the Association.

The Association shall have the authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the Cemetery as soon as, in the judgment of the Superintendent, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the standards maintained. The Association shall not be liable for floral pieces, baskets or frames in which or to which such floral pieces are attached. The Association shall not be liable for lost, misplaced or broken flower vases. The Association shall not be responsible for plants, herbage or plantings of any kind damaged by the elements, thieves, vandals, or by other causes beyond its control. The Association reserves the right to regulate the method of decorating plots so that a uniform beauty may be maintained. The Association reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs or plants, or herbage of any kind, unless it gives its consent.

All Christmas decorations, not previously removed by the lot owner, shall be removed by the Association on February 1st of each year.

a. **Flowers.** All persons are prohibited from gathering flowers, either wild or cultivated, or breaking trees, shrubbery or plants.

b. **Certain Ornaments Prohibited.** The placing of boxes, shells, toys, metal designs, ornaments, chairs, settees, vases, glass, wood or iron cases and similar articles, upon plots without the permission of the Association, shall not be permitted, and if said items are so placed, the Association shall remove the same.

c. **Removal of Floral Frames.** Floral frames not removed from the plot-site within five calendar days after interments or placement upon the site by those lawfully entitled to them, will be disposed of by the Association in any manner it sees fit.

35. The Cemetery is designed to be as natural as possible, utilizing the topography and climate conditions as the basis for permanent maintenance of the Cemetery. The Board of Trustees reserves the right through its personnel to remove any plant, vase, artificial or natural floral design, or any other object detrimental to the general daily maintenance of the Cemetery.

36. No planting of a permanent nature will be allowed, except as authorized by the Board of Trustees. Natural growth of plantings require special attention by the personnel of the Cemetery, to assure conformity with the natural beauty of the Cemetery. Some types of shrubbery become unsightly with age, and shall be removed by cemetery personnel when the planting detracts from the beauty of the Cemetery, or causes interruption of the uses of mechanical equipment. For those natural planting authorized by the Board of Trustees, a permit fee will be charged for the extra maintenance required.

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

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

39. Persons within the cemetery grounds shall use only the avenues, walks, alleys and roads, and any person injured while walking on the grass, except that be the only way to reach his or her plot, or while on any portion of the Cemetery other than the avenues, walks, alleys or roads, shall in no way hold the Association liable for any injuries sustained.

40. Only the plot owner and his or her relatives shall be permitted on the cemetery plots. Plots are sacred and private property and must not be invaded. Any other person thereon shall be considered a trespasser, and the Association shall owe no duty to said trespasser to keep the property, or the memorial thereon, in a reasonably safe condition.

41. Children under fifteen years of age shall not be permitted within the Cemetery, or its buildings, unless accompanied by proper persons to take care of them.

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

43. No person shall be permitted to have refreshments within the Cemetery, except as authorized by the management.

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

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

Expectorating or smoking within any of the buildings is prohibited.

The throwing of rubbish on the drives and paths, or on any part of the grounds, or in the buildings, is prohibited. Receptacles for waste material are located at convenient places.

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

No bicycles, skateboards, skates, motorcycles or similar items shall be admitted to the Cemetery except such as may be in attendance at funerals or on business.

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

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

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

Pets shall not be allowed on the cemetery grounds or in any of the buildings.

48. The cemetery grounds shall be open daily from 8:00 a.m. to dusk. The office shall be open from Monday through Friday from 9:00 a.m. to 12:00 noon and 1:00 p.m. to 4:00 p.m. Further, the office will be opened on Saturdays by appointment only and shall be closed on Sundays and holidays.

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

50. The Superintendent and such other employees as the Association or Superintendent may designate are hereby empowered to enforce all rules and regulations, and to exclude from the property of the Association any person violating the same. The Superintendent and his or her assistants shall have charge of the ground and buildings, and at all times shall have supervision and control of all persons in the Cemetery, including the conduct of funerals, traffic, employees, plot owners and visitors.

51. No person, while employed by the Association, shall receive any fee, gratuity or commission, except from the Association, either directly or indirectly, under penalty of immediate dismissal.

52. The Association shall have the right to maintain guards if in its discretion it deems it necessary but is under no legal obligation to do so.

Whether or not guards are used, the Association distinctly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and, especially, from damage caused by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order or any military or civil authority, whether the damage be direct or collateral.

53. In the event that it becomes necessary to repair or reconstruct any marble, granite, bronze or concrete work on any section or plot, or any portion or portions thereof in the Cemetery which has been damaged by the elements, an act of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by any order of any military or civil authority, the Association shall give a 10 day written notice of the necessity for such repair to the lot owner of record. The notice shall be given by depositing the same in the United States mail addressed to the plot owner of record at his or her address stated on the books of the Association. In the event the plot owner fails to repair the damage within a reasonable time, the Association may direct that the repairs be made and charge the expense against the plot and to the plot owner of record and/or remove or destroy any of said items.

54. It shall be the duty of the plot owner to notify the Association of any change in his or her post office address. Notices sent to a plot owner at the last address on file in the office of the Association shall be considered sufficient and proper legal notification.

55. Annual Care is the yearly charge for cutting grass, trimming around all memorials, trimming and weeding Ivy Graves, replacing ground cover, and raking leaves. Annual Care will be charged against all lots and graves not covered by endowment or perpetual care.

56. Endowment (also known as “perpetual”) care is that care and maintenance necessitated by natural growth and ordinary wear which can be provided at reasonable intervals with income from the endowment care fund, and includes the planting, cutting and care of lawns, trees and shrubs; the cleaning and upkeep of buildings; and the maintenance of utilities, walls, roadways and walks. The Association may also use a portion of the income from such fund for such general care, maintenance, repairs and embellishments as it, in its sound discretion, shall deem to be for the best interests of the Cemetery to the end that the Cemetery generally be kept in the best condition possible within the limits of such income.

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

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

59. Endowment or perpetual care, whether applied to plots or graves or to any space within the confines of the Cemetery, shall be limited absolutely to the net income received from the investment of the care funds – no part of the principal being expanded – anything herein stated to the contrary notwithstanding.

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

61. Before any vault, tomb, sarcophagus, private mausoleum or columbarium is erected, the proprietor must deposit in the endowment care fund a sum of money estimated by the Association to be sufficient to yield an income for the proper care of such structure in perpetuity.

62. Records shall be kept by the Association showing the name of each plot purchaser

and the amount he has deposited with the endowment or perpetual care fund, if any.

63. Special care shall include only those specific services set forth in Special Care agreements with the plot owners. It may include the improvement or embellishment of all or any part of the Cemetery or any plot in it, the erection, maintenance, removal, repair or preservation of any memorial structure, the planting and cultivation of flowers, trees, shrubs or plants in and around the Cemetery, or any part thereof, and the filling and the care of vases, special care of flower beds, and the placing of floral decorations at Easter, Memorial Day, Christmas, or at any other date requested, including the special care or ornamenting of any plot, section or building, or any portion thereof, in said Cemetery, or any other purpose or use not inconsistent with the purpose for which the Cemetery was established or is being maintained.

Special care funds may be invested with and in the same manner as endowment or perpetual care funds.

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

65. **MONUMENTS**

All monument foundations will be figured at a minimum of 3 ½ feet from end to end and 1 ½ feet from front to back.

No monument permitted on a lot containing less than 250 square feet.

Detailed plans and specifications must be submitted for approval.

Perpetual care must be paid for any lot before a Monument can be erected thereon.

All lettering must be no less than 3/16 of an inch whether incised or raised.

Granite is recommended as the best and most durable material for memorials.

All Memorials must be entirely of Granite, Marble, or U.S. Standard Bronze, and must be inspected before they can be set.

Grave or Lot enclosures are not permitted.

Heavy hauling or setting in wet or thaw weather is not permitted.

All bottom bases must have straight bottoms and exact size of bottom base must be ordered.

Estimates for special work will be given by our Superintendent.

All work must be paid in advance.

66. **MARKERS**

All markers shall be 8 x 16 inches minimum to 12 x 24 inches maximum in size. Height of Markers – 4 inches minimum to 12 inches maximum, set 4 inches out of ground.

Bottoms must be straight.

Pencil edged rounding is recommended when finishing markers.

All markers must be entirely of Granite, Marble, or U.S. Standard Bronze and must be inspected before they can be set.

No foundation will be constructed unless the lot or single grave is under Annual Care or Perpetual Care.

All lettering must be 3/16 of an inch whether incised or raised.

67. Letter cutters, persons or firms who engage in the business of cleaning monuments and markers, must procure a permit from the Superintendent or official of the Cemetery (Association) before any work in the Cemetery is commenced. The Association may require written authorization from the plot owner or his or her family to perform any of the foregoing services.

Workmen employed in placing or erecting monuments and other structures, or bringing in materials, shall, as to the Association, operate as independent contractors, but must do so under permission from the Association, and must be under the general supervision of the Superintendent of the Cemetery.

Persons engaged in erecting monuments, or other structures, are prohibited from attaching ropes to monuments, trees and shrubs, or from scattering their material over adjoining lots, or from blocking avenues or pathways, or from leaving their material on the grounds longer than is absolutely necessary. They must do as little injury to the grass, trees and shrubs as possible and must remove all debris and restore the ground and sod to its original condition.

Damage done to lots, walks, drives, trees, shrubs or other property, by dealers or contractors, or their agents, shall be repaired by the Association; and the cost of such repair shall be charged to the dealer or contractor, or to his or her principal.

No material, machinery, or other thing for the construction of vaults, mausoleums, monuments, or such structures, or monuments themselves, may be brought into the Cemetery until required for immediate use; nor, under any circumstances, when a funeral is in process; nor between Saturday noon and Monday morning, and no work shall be done during said time; nor shall such material be placed on lots adjoining the one on which such a structure is to be erected without special permission from the Superintendent.

Work shall proceed promptly until the erection of the memorial is completed.

While a funeral or interment is being conducted nearby, all work of any description shall cease.

Approaching the bereaved and soliciting memorial business within the Cemetery is not permitted.

Memorial dealers shall abide by all rules of the Cemetery (Association).

68. Only one central or family memorial shall be allowed on a family lot, which, when placed at the rear of the lot, shall be set at least two feet from the rear line of the lot.

Monuments are not permitted on any Lot unless perpetual care has been paid for said lot.

No lot owner shall erect or place, or cause to be erected or placed, on any lot in the Cemetery, any memorial until it is first approved by the Association.

While the Association will exercise all possible care to protect raised lettering, carving or ornaments on any memorial, other structure, on any lot, it disclaims responsibility for any damage or injury thereto.

No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind, shall be allowed around any lot; and no walk of brick, chert, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel or wood shall be allowed on any lot. The Association reserves the right to remove the same if so erected, planted or placed.

The Association reserves the right to stop all work of any nature, whenever, in its opinion, proper preparations therefore have not been made; or when tools and machinery are insufficient or defective; or when work is being executed in such a manner as to threaten life or property; or when the monument dealer has been guilty of misrepresentation; or when any reasonable request on the part of the Association is disregarded; or when work is not being executed according to specifications; or when any person employed on the work violates any rule of the Association.

The name or inscription on each monument or marker must correspond with the name and record in the office of the Association, and no changes shall be made thereon except

upon request of the proper parties and by permission of the Association.

Duplication of the design of any memorial shall not be permitted in a location sufficiently near to the original that the duplication is readily noticeable.

Photographing of memorials shall not be allowed except on signed order of the owner or cemetery official.

The coloring, painting, enameling, lacquering or bronzing of letters or other parts of stone or bronze work is prohibited.

69. Mausoleums or tombs, either wholly or partially above ground, shall be constructed only in lots so designated and shall be built of first grade material similar in all respects to stone used in other memorials within the Cemetery.

Plans, specifications, material and location in the lot shall be subject to the approval of the Superintendent or of the Board of Directors of the Cemetery.

When an interment is made in a private mausoleum, the casket must be metal lined, and the crypt shall be properly sealed as directed by the Superintendent.

70. All foundations for memorials, markers, mausoleums, tombs, etc., shall be installed by the Association, and the charges for which shall be fixed by the Association. Foundations for all monuments shall be built at least to a depth of four feet and shall be finished two inches below the grade at the top.

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

72. Should any memorial, mausoleum or tomb become unsightly, dilapidated, or a menace to visitors, the Cemetery (Association) shall have the right either to correct the condition or to remove the same, at the expense of the lot owner.

No monument or marker shall be removed from the Cemetery except by the Association, unless the written order of the plot owner be presented at the office of the Association and permission granted by the Association.

No sign or advertising of any description except that placed by the Association shall be permitted on any plot or within the Cemetery.

73. The certificate of ownership, the constitution and by-laws, and these rules and regulations and any amendments to any of the foregoing shall be the sole agreement between the Association and the plot owner. The statement of any sales agent shall in no way bind the Association.

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

75. The Association may, and it hereby expressly reserves the right, at any time or times, by proper action of its Board of Directors, adopt new rules and regulations, or to amend, alter or repeal any rule, regulation, article, section, paragraph or sentence on these rules and regulations.

76. No lot or graves shall be sold unless perpetual care for said lots or graves is paid for at the time of such sale.

77. On all part payment plans for perpetual care or purchase of lots or graves, a service collection charge of 5% will be added to the cost of such perpetual care or lot or grave.