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## RULES AND REGULATIONS FOR NORTH LAWN AND WEST LAWN CEMETERIES

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REVISED JUNE 1, 2015  
CANTON CEMETERY ASSOCIATION  
4927 Cleveland Ave. NW, Canton, OH 44709  
(330) 494-0641

# Loved ones at North Lawn or West Lawn Cemeteries

Name \_\_\_\_\_  
DOB \_\_\_\_\_ DOD \_\_\_\_\_  
Cemetery \_\_\_\_\_  
Section \_\_\_\_\_ Lot \_\_\_\_\_  
Notes \_\_\_\_\_

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Name \_\_\_\_\_  
DOB \_\_\_\_\_ DOD \_\_\_\_\_  
Cemetery \_\_\_\_\_  
Section \_\_\_\_\_ Lot \_\_\_\_\_  
Notes \_\_\_\_\_

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DOB \_\_\_\_\_ DOD \_\_\_\_\_  
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Section \_\_\_\_\_ Lot \_\_\_\_\_  
Notes \_\_\_\_\_

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# **Emerald Meadows Addendum Green Burial (November 19, 2012)**

## **Section:**

1. Definitions
2. Purchase of rites of interment or inurnment
3. Charges for cemetery services
4. Decorations
5. Memorialization
6. Plantings as memorials
7. Perpetual care

The purpose of this material is to acquaint all persons with those rules and regulations which transform a cemetery into a memorial shrine of sentiment and beauty.

The Association shares with all, the solemn obligation to make the cemetery a permanent symbol of beauty, faith, love and devotion.

For the benefit of everyone, these rules and regulations have been adopted by The Canton Cemetery Association as the rules and regulations of West Lawn and North Lawn Cemeteries, and all persons within the Cemeteries. All rites of interment and entombment 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. The reference to these rules and regulations in the certificates of rites of interment, inurnment or entombment shall have the same force and effect as if these rules and regulations were set forth in full in such certificates.

### **HOURS OF OPERATION**

#### **Normal Operating Office Hours**

Monday-Friday - 8:00 a.m. to 4:00 p.m.  
Saturday - 8:00 a.m. to 2:00 p.m.

#### **Normal Interment Schedule**

Monday-Friday - 9:00 a.m. to 3:30 p.m.  
Saturday - 9:00 a.m. to 3:30 p.m. or by Special Arrangement  
Sunday - By Special Arrangement

#### **Closed Holidays**

### **1 DEFINITIONS**

1-a. The term "cemetery" includes a burial park for interments in an outer burial container, i.e. vaults, entombments in above ground crypts, and niches for inurnments.

1-b. The term "Burial Space" means one grave, one crypt space, one vault space, or one niche space.

1-c. The term "Plot" means two or more adjoining graves for interments.

1-d. The term "Family Estate Plot" means an indivisible and inalienable burial plot containing at least 480 square feet in a burial plat for interments; that all of the rites of interment in that burial plot have been purchased either by an individual(s) as grantee(s); that only one monument may be placed on said plot. Space is provided for foot markers on all spaces within the plat. Said plat shall be a burial plot for grantee's designees, the grantee's children, (with proper documentation/Heirship Claim Form) and only such other persons as are designated in a writing or writings filed with the Association by the grantee, or by the secondary grantee, if applicable, or by surviving grantee's child(ren),

1-e. The term "interment" means the permanent or temporary disposition of the remains of a deceased person by burial in the earth.

1-f. The term "entombment" means the permanent or temporary disposition of the remains of a deceased person by placing such remains in a crypt or tomb in a mausoleum/ private family mausoleum.

1-g. The term "memorial" includes a flush granite or bronze on granite bevel or hickey markers, or ledgers, for individual or family use.

1-h. The term "monument" includes an upright granite bench, tablet, obelisk or boulder which extends more than six inches above ground level but no more than sixty inches without prior board approval.

1-i. The term "marker" means a memorial of granite, marble, bronze, or other approved stone or substance, placed to indicate the location of a particular person(s); in North Lawn Cemetery no marker shall be higher than six inches above ground level in West Lawn Cemetery no marker shall be higher than six inches above ground level unless the pattern in the section permits higher markers.

1-j. The term "lettering" includes letters, numbers, symbols, and all other markings, installed, carved or otherwise made to appear on monuments, markers, mausoleums, crypts, vaults, niches, crypt fronts, vault fronts, niche fronts, or any other place within the cemeteries.

## **2 SUPERVISION OF CEMETERY** **(Also applies to Emerald Meadows)**

2-a. This Association reserves the right to require anyone to leave its cemeteries who does not comply with these rules and regulations, or who disturbs the peace and tranquility of any of its grounds, or who appears to be trespassing in any of its cemeteries. The Association also reserves the right to refuse the use of any cemetery facilities at any time to any person who refuses to comply with these rules and regulations, or who disturbs the peace and tranquility of one of its cemeteries, or who appears to be trespassing in any of its cemeteries.

2-b. Upon entering the gates of the cemetery all funerals shall be under the charge of designated cemetery employees.

2-c. Once a casket or other approved container containing the remains or cremains of a body is within the cemetery, only the funeral director, or his embalmer, assistant, employee or agent, shall be permitted to open the casket or other container.

2-d. Cemetery employees are hereby empowered to enforce all of these rules and regulations, and to exclude from the property of the Association any person violating the same. The General Manager of the cemeteries shall have charge of the grounds and buildings, and shall have authority to supervise and direct all persons in either of the cemeteries, including the conduct of funerals, traffic, employees and all other persons entering / visiting either of the cemeteries.

2-e. The Natural Burial Section is a natural preserved area so there will be very little maintenance compared to a typical lawn-type section. This section is designed to look and be maintained as natural as possible.

**3 PURCHASE OF RITES OF INTERMENT AND RITES OF ENTOMBMENT**  
**(Also applies to Emerald Meadows)**

3-a. Rites of interment, inurnment and entombment may be purchased from any authorized sales agent of the Association.

3-b. A purchaser of rites of interment, inurnment or entombment shall sign a written irrevocable trust agreement of purchase with this Association. No additional written or verbal statements or representations shall bind this Association, except those contained within the printed text of the instrument.

3-c. West Lawn and North Lawn Cemeteries, and all burial spaces, plots, family estate plots, mausoleums, crypts, vaults, and niches at either of said cemeteries, and all rites of interment, inurnment and entombment pertaining to either of said cemeteries, shall be used for purposes of human sepulcher only, and are subject to the conditions, reservations and restrictions herein contained.

**4 ISSUE AND TRANSFER OF CERTIFICATES OF RITES OF INTERMENT, INURNMENT OR ENTOMBMENT**  
**(Also applies to Emerald Meadows)**

4-a. After full payment of rites of interment, inurnment or entombment is received by the Association, the Association will deliver to the purchaser a certificate of rite of interment, inurnment or entombment.

4-b. A transfer or assignment of rites of interment, inurnment or entombment, and any interest therein, shall not be valid until the notarized transfer or assignment is presented to the Association or signed in front of CCA staff, and the notarized or signed transfer or assignment is recorded on the books and records of the Association.

4-c. The Association will refuse to process a transfer or an assignment of any rites of interment, inurnment or entombment as long as there is any indebtedness due the Association for said rites.

4-d. All transfers and assignments of said rites of interment, inurnment or entombment shall be subject to a charge determined by the Association, which charge must be paid to the Association before the Association processes the transfer or assignment.

4-e. Upon satisfactory proof of loss, satisfactory agreement of indemnity, and payment of a charge determined by the Association, the Association at its option may replace a lost certificate of interment, inurnment or entombment.

**5 VESTING OF JOINT RITES OF INTERMENT, INURNMENT OR ENTOMBMENT**

5-a. The joint purchase or joint ownership of a single rite of interment, inurnment or entombment is not recommended. Whenever joint ownership of rite of interment, inurnment or entombment occurs, one of the joint owners shall be designated as the

representative to act for all. In the absence of such designation, the Association may designate one of the joint owners to act for all of the joint owners.

5-b. If a certificate of rites of interment, inurnment or entombment is issued to two or more grantees as joint tenants, tenants in common, or otherwise, for a plot containing less than 480 square feet, unless a final decree or order of court of competent jurisdiction shall provide otherwise, the rites of interment, inurnment or entombment shall be as follows:

1. If the number of spaces for interment, inurnment or entombment granted thereby is the same as the number of grantees, then each grantee shall have a vested rite of the same for his or her remains or cremains in one such space.
2. If the number of spaces for interment, inurnment or entombment granted thereby is less than the number of grantees, then all surviving grantees must supply written permission for any rite of interment, inurnment or entombment to be utilized, until all spaces are used.
3. If the number of spaces for interment, inurnment or entombment granted thereby is more than the number of grantees, then each grantee shall have a vested rite of interment, inurnment or entombment for his or her remains or cremains in one such space, and, until all rites which are not vested are used, the survivors of the grantees in the order of the deaths of the surviving spouses, if applicable, shall have a rite granted without the consent of any person.
4. If the number of spaces for interment, inurnment or entombment granted thereby is the same as the number of grantees plus their spouses, then each grantee and each spouse of a grantee shall have a vested rite of interment, inurnment or entombment for his or her remains or cremains in each space.
5. If the number of spaces for interment, inurnment or entombment granted to such grantees is more than the number of grantees and their spouses, then each grantee and each spouse of a grantee shall have a vested rite in interment, inurnment or entombment for his or her remains or cremains in individual spaces, and, until all rites which are vested are used, children of any of the grantees and spouses of children of any of the grantees must have written assignments by all surviving grantees or heirship claims to be interred, inurned or entombed.

## **6 RITES OF INTERMENT IN FAMILY ESTATE PLOT**

6-a. A family estate plot is an indivisible and inalienable burial plot containing at least 480 square feet in a burial park for interments in which all of the rites of interment in that burial plot have been purchased either by an individual as grantee, or by joint purchasers, identified as the primary and secondary purchasers, as grantees.

6-b. Only one upright monument may be placed on a family estate plot.



6-c. A family estate plot shall be a burial plot for the interment of the remains or cremains of the grantee(s), the grantees assigns and only such other persons as are designated and assigned a burial space in a writing or writings filed with the Association by the grantee,.

6-d. A family estate plot is indivisible, inalienable, and may not be subdivided.

## **7 LINEAGE OF RITES OF INTERMENT AND ENTOMBMENT** **(Also applies to Emerald Meadows)**

7-a. All rites of interment, inurnment and entombment shall be the sole and separate property of the person or persons named as grantee in the certificate evidencing such rites, except as otherwise provided in these rules and regulations, the laws of Ohio, or a final decree or order of a court of competent jurisdiction.

7-b. If a certificate of rites of interment, inurnment or entombment grants more than one space for interment, inurnment or entombment and if the grantee dies without designating in a writing filed with the Association who shall have rite to such additional space or spaces, then the grantee's surviving spouse shall have a vested rite for his or her remains or cremains in one such space adjacent to the grantee's space, and all of the remaining rites of interment, inurnment or entombment shall also be the surviving spouses, unless designated, in writing, to others.

7-c. If a final decree of divorce, dissolution, or annulment shall vest in the grantee's former spouse any rite of interment, inurnment or entombment in a space purchased in the name of the grantee only, then a certified copy of such decree shall be filed immediately with the Association.

7-d. If a certificate of rite of interment, inurnment or entombment grants more than one space for interment, inurnment or entombment to grantees who are husband and wife, then each grantee shall have a vested rite of interment, inurnment or entombment for his or her remains or cremains in one such space, unless a final decree of their divorce, dissolution, or annulment shall provide otherwise. If a final decree of their divorce, dissolution or annulment provides otherwise, then a certified copy of such decree shall be filed immediately with the Association.

7-e. A rite of interment, inurnment or entombment, whether vested or not, may be waived by the person having such rite. Rite of interment, inurnment or entombment is waived for a person whose remains or cremains are interred or entombed somewhere else.

7-f. All deeded rites of interment, inurnment or entombment, other than rites of interment in a family estate plot, can be given away, sold, or transferred, but no gift, sale or transfer is effective until such gift, sale or transfer is reported to the Association, the applicable fees for recording the gift, sale or transfer are paid in full, and such gift, sale or transfer is recorded on the books and records of the Association.

## **8 INTERMENTS, ENTOMBMENTS, DISINTERMENTS, DISENTOMBMENTS, REMOVALS**

8-a. In addition to being subject to these rules and regulations, all interments, entombments, disinterments, disentombments and removals are subject to the orders and laws of the properly constituted authorities of the city, county and state.

8-b. All interments, entombments, disinterments, disentombments and removals must be made at the time and in the manner and upon payment of such charges as are set by the Association from time to time.

8-c. No interments, entombments, disinterments, disentombments or removals, and no interments services or entombment services shall be permitted on any of the following holidays: New Year's Day, Thanksgiving Day and Christmas Day.

8-d. The right is reserved by the Association to mandate at least twenty-four hours notice prior to any interment, inurnment or entombment, and at least one week's notice prior to any disinterment, disentombment, or removal. Funerals must be in the cemetery by 3:00 PM Mondays through Fridays, and by 2:00 PM on Saturdays, or be subject to overtime charges, as detailed on the Association's current price list.

8-e. The Association reserves the right to refuse interment in any plot or burial space, or entombment in any mausoleum, and to refuse to open any such burial space for any purpose, until all charges connected therewith are paid in full, and until a written application by the owner of record made out on forms provided by the Association is duly completed and filed with the Association.

8-f. When instructions cannot be obtained identifying which interment space in a plot is to be opened, or when the instructions obtained are unclear, or when for any reason the interment space cannot be opened where specified, the management of the Association may, in its discretion, either open a space for interment in such location in the plot as it deems best and proper, or place the remains or cremains in a receiving vault; and the Association shall not be liable in damages or otherwise for any errors so made.

8-g. The Association shall not be held responsible for any order given by telephone, or for any mistake or misunderstanding occurring due to the want of precise and proper written instructions as to the particular space or location in a plot where interment is desired.

8-h. The Association hereby retains the right to correct any errors that may be made by it or by any of its employees or assigns, either in making interments, entombments, disinterments, disentombments, or removals, or in the description, transfer or sale of any interment, inurnment or entombment rites, such correction to be made either by substituting in lieu of such rites other interment, inurnment or entombment rites of comparable 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 for said rites. In the event such error shall involve the interment, inurnment or entombment of the remains or cremains of any person, the Association hereby retains and has the right to remove and transfer such remains or cremains to such other location of comparable value and similar location.

8-i. The Association shall not be liable in any way for any delay in the interment, inurnment or entombment of the remains or cremains of any person where a protest to the interment, inurnment or entombment has been made, or where the rules and regulations have not been complied with; and further, the Association reserves the right, under such circumstances, to place such remains or cremains in the receiving vault until the actual rites have been determined and the protest resolved. The Association shall not have any duty to recognize any protests of interment, inurnment or entombment unless such protests are in writing and timely filed in the office of the Association.

8-j. The Association shall not be liable for obtaining a burial permit, nor for the information set out in the interment, inurnment or entombment permit, nor for the identity of the remains or cremains of the person intended to be interred or entombed; and the Association shall not be liable for embalming or not embalming the body of the deceased; but every body that is to be entombed in any mausoleum shall be embalmed before entombment.

8-k. No interment, inurnment or entombment shall be permitted in any burial or entombment space until such space is fully paid. A note or other evidence of obligation to pay for such space shall not be considered as payment. No rites of interment, inurnment or entombment shall be acquired by anyone in any burial or entombment space until such rites are paid in full, including principal and interest.

8-l. In case the purchaser of such rites shall fail to make all payments as agreed, the Association may mail to such purchaser letters of attempted collection of debt; each letter demanding that payment be made in full within thirty days after the date such letter was mailed, and each letter also notifying such purchaser that if payment in full is not received by the Association within said thirty day period, the Association has the right to terminate the irrevocable trust contract of sale, and upon such termination the Association shall be released from all obligations thereunder, and the Association has the right to retain all of the payments made under such contract of sale as liquidated damages for breach of said contract, and the Association has the right to resell the rites of interment, inurnment or entombment for the sole account and benefit of the Association.

Such letters may be mailed by certified mail, return receipt requested, addressed to such purchaser's last known address on file with the Association; and the other such letters shall be mailed by regular mail on the same date as the first such letter is mailed, and shall also be addressed to such purchaser's last known address on file with the Association, and a certificate of mailing any such letter shall be obtained at the time of mailing. If payment in full (or other resolution satisfactory to the Association, in its sole discretion) is not received by the Association within forty-five days after a final letter of notification of severe delinquency was mailed, the Association shall have the right to terminate the contract of sale, and upon such termination the Association shall be released from all obligations thereunder, and the Association shall have the right to retain all of the payments made under such contract of sale as liquidated damages for breach of said contract, and the Association shall have the right to resell the rites of interment, inurnment or entombment for the sole account and benefit of the Association.

8-m. The Association reserves the right to furnish upon request, and charge for tents, artificial grass, lowering devices and other equipment owned by the Association; and to prohibit the use of all equipment of others in making interments, entombments, disinterments, disentombments and removals.

8-n. Remains or cremains may be removed from their original location to a different location in the cemetery when there has been an exchange or purchase for that purpose, once appropriate fees and documentation have been obtained by the Association.

8-o. The Association shall exercise due care in making any and all removals, but it shall be held harmless by all parties concerned from all liability for damage to any casket or burial case or urn before during and after the process of removal.

8-p. A concrete, steel or semi precious metal burial vault approved by the Association is required for all in-ground burials, including cremations.

8-q. The scattering of cremains anywhere in the cemeteries is prohibited.

8-r. The remains of any person who has died of an infectious or contagious disease shall not be allowed to be deposited in the receiving vault or entombed in any mausoleum, but must be interred in the ground, unless the funeral director furnishes a certificate stating that the body has been properly embalmed.

8-s. The remains of a person whose death occurs in Ohio shall not be interred, deposited in a vault or tomb, cremated, or otherwise disposed of unless a burial permit issued by the local registrar or sub-registrar of vital statistics accompanies such remains.

## **9 SINGLE BURIALS**

9-a. Single graves may be secured in sections designated for that purpose, and single graves will receive the same general care as graves in any other part of the cemetery.

9-b. Since single grave spaces are used in sequence, and are sold only at the time of need, additional single grave space(s) may be purchased and reserved for future use, to be next family of friends, if an irrevocable trust agreement is secured prior to adjoining space(s) are acquired by others.

9-c. When a body is removed from a single grave section either to a plot or from the cemetery, the vacated grave space reverts to the Association in consideration of part of the expense in connection with the removal, and an additional charge will be made for such removal.

## **10 SUBDIVISION OF PLOTS**

10-a. The subdivision of family estate plots is not allowed.

10-b. The subdivision of any plots, other than family estate plots, is allowed.

10-c. Any person may be interred or entombed in any plot even though such person does not have any financial interest therein, upon filing with the Association a written consent form completed and signed by all living persons then having a rite of interment, inurnment or entombment in such plot.

## **11 CHARGES FOR CEMETERY SERVICES**

11-a. Charges for cemetery services must be paid in full before the issuance of any order of interment, inurnment, entombment, disinterment, disentombment or removal.

11-b. Payment of any and all indebtedness due the Association must be made before any interment, inurnment or entombment will be made in any space.

## **12 CONTROL OF WORK BY ASSOCIATION**

12-a. All grading, landscape work and improvements of any kind, and all care of plots shall be done by the Association. All trees, shrubs and herbage of any kind planted by the Association shall be cut and removed by the Association. If a person entitled to a rite of interment in a plot obtains the written consent of the Association to mow, fertilize, or otherwise care for the grass on such plot, then such person may mow, fertilize or otherwise care for the grass on such plot, but the Association still retains full rites to mow, fertilize and otherwise care for the grass on such plot. If a person entitled to a rite of interment in a plot obtains the written consent of the Association to plant trees, shrubs, or herbage of any kind, then the person planting such trees, shrubs or other herbage shall trim, fertilize, remove or otherwise care for such trees, shrubs or other herbage on such plot. However, the Association still retains full rites to mow, fertilize, plant, trim, cut, remove, and otherwise care for all improvements, trees, shrubs and other herbage on such plot.

12-b. All openings and closings of interment, inurnment or entombment spaces, and all, disinterments, disentombments, and removals shall be made only by the Association or its agents.

12-c. All improvements or alterations of plots in the cemeteries shall be under the direction of the subject to the prior written consent and approval of the cemetery management, and if any improvements or alterations are made without such prior written consent and approval, or are made in any unsatisfactory manner, the cemetery management retains the rite to remove, alter or change such improvements or alterations at the expense of the living persons having rites of interment in such plot. The cemetery management retains the rite to do whatever it deems appropriate to beautify any plot, mausoleum or columbarium whenever, in the cemetery management's opinion, the area in question becomes unsightly.

12-d. The contour of all sections and plots shall be changed only by the Association or its agents.

12-e. No letters, numbers, symbols, photography or other markings shall be installed, carved or otherwise made to appear on any monuments, markers, crypts, vaults, niches, crypt fronts, vault fronts, niche fronts, or any other place within the cemeteries and its edifices unless such letters, numbers, symbols, photography and other markings shall first have been approved by this Association's general manager.

12-f. All lettering, adornments and emblems for crypt fronts, vault fronts, niche fronts or for any other place within the Association's mausoleums and columbarium shall be obtained through, purchased from, and installed by personnel of this Association only, or by personnel selected by this Association.

12-g. A maximum of three (3) emblems are permitted on any crypt front. A maximum of two (2) emblems are permitted on a marble or bronze niche front. Niches with a "glass" front may be memorialized by a printed card or name-plate placed inside the niche; or, if a book-shaped urn is used, it may be memorialized by a cast bronze plaque on the spine of the book-shaped urn.

12-h. Crypt front emblems must not be larger than three and a half (3 1/2) inches by five (5) inches.

12-i. Niche front emblems must not be larger than three (3) inches by three (3) inches.

### **13 DECORATIONS**

13-a. The Association shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from burial spaces / mausoleums as soon as, in the judgment of the cemetery management, they become unsightly, dangerous, detrimental or diseased, or when they do not conform to the rules and regulation / standards for floral tributes.

13-b. The Association shall not be liable for lost, misplaced, stolen, broken, frozen or removed plants, shrubs, floral pieces, decorations, baskets, vases, frames, or other containers, supports, or improvements.

13-c. The Association shall not be liable for damage of any kind caused to plantings or memorials caused by the elements, thieves, vandals or by other causes beyond its control.

13-d. The Association reserves the right to regulate the decorating of plots / crypts so that a uniform beauty may be maintained.

13-e. The Association reserves the right to prevent the removal of any flowers, floral designs, trees, shrubs, plants or herbage of any kind, unless the cemetery management gives written consent thereto.

13-f. Any person who cuts into, removes, or otherwise disturbs the turf shall pay the Association for re-sodding, re-seeding and any special care of such damaged turf.

13-g. The placing of glass, shells, toys, metal, wood, rocks, ornaments, chairs, settees, vases, urns, boxes, designs or any other articles in the cemeteries or mausoleums are not permitted, and if so placed, the Association reserves the right to remove and discard any such articles, with no liability or reimbursement.

13-h. Existing adornments and floral urns in West Lawn Cemetery are subject to removal by the cemetery management when such adornments or urns are unsightly or impede cemetery maintenance. Under no conditions will additional adornments, urns, settees or similar items be permitted in the cemeteries.

13-i. Existing floral urns that are not utilized by May 25 and are unsightly, may be removed by the cemetery management. Any floral urn removed from its original location may be disposed of at the discretion of the cemetery management. A foundation fee will be charged for re-erection of any existing urn.

13-j. Artificial flowers are not permitted anywhere in the cemeteries (except inside the Association's mausoleums) during the months of April thru October.

13-k. The Association shall not be liable for floral pieces, baskets or frames in which or to which floral pieces are attached, beyond the acceptance of such floral pieces for funeral services held in one of the cemeteries.

13-l. Planting barberry, rose bushes and herbage is prohibited.

13-m. Winter decorations and poinsettias must be removed by March 31<sup>st</sup> of each new year.

13-n. One artificial floral arrangement is permitted per crypt space or niche space and must be in an approved crypt/niche vase unit installed by cemetery personnel or its agents. Any floral arrangement may be removed from the mausoleum as soon as it becomes, in the sole opinion of management, unsightly.. Arrangements are not permitted on the floor. Inappropriate arrangements or no longer appropriate arrangements will be discarded by Association personnel.

13-o. Twice a year, approximately in mid November and March, there will be a three day clean-up of the mausoleum. Any arrangements, not removed will be discarded so that the clean-up work can proceed without interruption.

13-p. Funeral flowers will be removed immediately after the service in the mausoleum and when they become unsightly on the grounds.

13-q. Neither this Association nor any of its personnel are liable for any damage, removal, theft, discarding, destruction, or other loss of or to any arrangements, vases, plants, plantings, other decorations or improvements, or any other materials whatsoever left in any mausoleum or on the cemetery grounds of this Association.

#### **14 ROADWAYS AND RE-PLATTING**

14-a. The right to enlarge, reduce, re-plat, relocate and change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify and change the locations of, remove, or re-grade roads, drives, and walks, or any part thereof, is hereby expressly reserved to the Association.

14-b. The right to lay, maintain, operate, alter or change pipe lines and gutters for sprinkling systems, drainage, lakes, etcetera is hereby expressly reserved to the Association.

14-c. The right to use cemetery property not subject to rites of interment for any cemetery purposes or for anything necessary, incidental or convenient thereto is hereby expressly reserved to the Association.

14-d. The Association reserves to itself, and to all those lawfully entitled thereto, a perpetual rite of ingress and egress over all burial spaces and plots for all purposes, including rites of passage to and from other plots.

14-e. No easement or rite of interment or other rite of any kind in any avenue, road, drive, alley, walk, wall, hallway, or similar area within the cemeteries is granted to anyone holding

rites of interment, inurnment or entombment; but such avenues, roads, drives, alleys, walks, hallways and similar areas may be used as a means of access to the cemeteries, mausoleums and other buildings as long as the Association devotes such areas to those purposes.

**15 CONDUCT OF PERSONS WITHIN THE CEMETERIES**  
**(Also applies to Emerald Meadows)**

15-a. Because numerous holes, depressions, soft spots and other irregularities are inherent within cemeteries, only avenues, roads, drives, and alleys shall be used for driving; and only walks, hallways, and similar areas shall be used for walking. The Association shall have no liability for injuries to persons or property while within the cemeteries.

15-b. Only persons having rites of interment, inurnment or entombment, their relatives and friends shall be permitted in the cemeteries. Any other person in the cemetery is a trespasser, and the Association shall owe no duty to a trespasser.

15-c. Persons under eighteen (18) years of age shall not be within either of the cemeteries, or in or about any mausoleum or other cemetery structures, unless accompanied by appropriate adults responsible for their actions and conduct.

15-d. All persons are prohibited from gathering flowers (either wild or cultivated), and from breaking any parts of flowers, trees, shrubbery or other plants. All persons are prohibited from feeding or disturbing the birds, squirrels and other animal life within cemetery property.

15-e. No person shall possess, buy, sell or consume drugs or alcohol within either cemetery.

15-f. No person who refuses to identify him or herself shall be permitted to remain within either of the cemeteries or in or about any mausoleum or any other cemetery structure. No person shall sit, lie, lounge, stand, or engage in any other inappropriate conduct on any of the grounds or graves, memorials, mausoleums or any other cemetery structures.

15-g. Loud talking and other loud noises shall not be permitted on the cemetery grounds or within any mausoleum, particularly within hearing distance of any funeral or memorial service.

15-h. Nothing shall be discarded on drives or paths, or on any part of the grounds or in mausoleums or other cemetery structures. Receptacles for discarding are located at convenient places throughout the cemeteries.

15-i. Vehicles shall be driven only on cemetery roadways, and shall not be driven at a speed greater than fifteen (15) miles per hour, and vehicles must always be kept on the right hand side of the cemetery roadways. Vehicles are not allowed to park or to stop in front of an open grave unless such vehicles are in attendance at a funeral.

15-j. No bicycles or motorcycles shall be in the cemetery except such as may be in attendance at funeral or on business.

15-k. No one who is not an employee of the Association shall offer for sale flowers, wreaths or plants, or solicit the sale of any commodity within the cemeteries.



15-l. No firearms shall be permitted within the cemeteries.

15-m. No signs or notices or advertisements of any kind shall be allowed in the cemeteries, unless placed by the Association.

15-n. All pets must be on leash and excrement must be picked up and properly disposed of.

15-o. It is absolutely essential that there be strict respect for and observance of all proprieties within the cemeteries. No improprieties, whether explicitly covered by these rules and regulations or not, shall be allowed. The Association retains the right and power to prevent unauthorized assemblages and all other improprieties.

### **16 PROTECTION AGAINST LOSS** **(Also applies Emerald Meadows)**

16-a. The Association shall take reasonable precautions to protect persons having rites of interment, inurnment or entombment, and their rites within the cemeteries, from loss or damage; but the Association distinctly disclaims liability for loss or damage from causes beyond its reasonable control, especially from damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or order of any military or civil authority, whether the damage be direct or collateral. It is imperative that all persons in the cemeteries be extremely vigilant and careful for their own protection and for the protection of their property.

### **17 ADDRESSES** **(Also applies to Emerald Meadows)**

17-a. It is the duty of each person having or becoming entitled to rites or interment, inurnment or entombment to notify the Association of his or her current address and of each change of address. Notices mailed to a person having rites of interment, inurnment or entombment in either of the cemeteries at the last address on file in the office of the Association shall be considered sufficient and proper notification for all purposes, including for purposes of proper legal notice. If a person becomes entitled to rites of interment, inurnment or entombment in either of the cemeteries, notice mailed to the last address of that person on file in the office of the Association shall be considered sufficient and proper legal notice to that person for all purposes; provided, however, if that person's address is not on file in the office of the Association, and the current address of that person cannot with reasonable diligence be obtained by the Association, notice mailed to that person at the last address of that person's predecessor of interest on file in the office of the Association shall be considered sufficient and proper legal notice to that person for all purposes.

### **18 PERPETUAL CARE**

18-a. The term 'perpetual care' used in reference to grave spaces includes cutting the grass upon said grave space at reasonable intervals, raking and maintaining the grave spaces, pruning the shrubs and trees planted by the Association, and generally maintaining and preserving the cemeteries, and the grounds, walks, roadways, boundaries and

cemetery buildings so that the cemeteries shall remain and be reasonably cared for as cemetery grounds forever.

18-b. The term 'perpetual care' **does not** include maintaining, repairing or replacing any memorials, planting of flowers or ornamental plants on specific burial spaces, doing any special or unusual work or maintenance in the cemetery or in a mausoleum or columbarium, reconstructing any marble, granite, bronze or concrete work, or repairing any damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, whether the damage be direct, collateral, or other than as herein provided.

18-c. Before any vault, tomb, sarcophagus, private mausoleum or columbarium is erected, the owner must deposit with the Association a sum of money estimated by the Trustees of the Association to be sufficient to yield an income for the proper care of such structure in perpetuity.

## **19 RECEIVING VAULTS**

19-a. The receiving vault at West Lawn Cemetery is for temporary use only on a weekly rental basis. Under no circumstances shall a body be considered as interred or entombed by reason of being placed in the receiving vault.

19-b. A deposit in an amount sufficient to cover the rites of interment, inurnment or entombment plus original fees estimated for rental of the vault shall be paid before the remains are placed in the receiving vault. Upon failure to make suitable arrangements for the final disposition of the remains within a reasonable time, or upon failure to pay receiving vault rental, the Association may, in its discretion, remove the body from the receiving vault and inter it in a single burial space, after first having mailed a certified letter, return receipt requested, to the last known address of the person who made the placement, stating the Association's intention of making said removal and burial. The Association shall retain the entire deposit for such rites, fees and rental as partial payment for such single burial space and for services rendered.

19-c. The Association retains the right to remove from its receiving vault and immediately inter any remains not in good state of preservation, or any remains when conditions render such action necessary.

19-d. The remains of any person who has died of an infectious or contagious disease shall not be allowed to be deposited in the receiving vault or entombed in any mausoleum, but such remains must be interred in the ground, unless the funeral director furnishes a certificate stating that the body has been properly embalmed.

## **20 MEMORIAL WORK**

20-a. A monument, marker or other memorial shall not be placed upon a plot until the purchase price and all claims for services and materials furnished by the cemeteries have been paid in full.

20-b. Workmen employed in placing or erecting monuments and other structures or in bringing in like and kind materials shall be and remain independent contractors, but such

independent contractors must work with the permission of, and within the general guidelines of, the Association.

20-c. Persons engaged in erecting monuments or other structures are prohibited from attaching ropes or other equipment to other monuments, or to trees or shrubs, and from scattering their materials or equipment over adjoining plots, and from blocking avenues or pathways, and from leaving their materials or equipment on the grounds longer than is absolutely necessary. They must do no injury to the grass, trees and shrubs and must remove all debris, excess material and equipment as soon as possible. The Association will, if necessary, restore the ground and sod to its original condition at the expense of the party(ies) responsible for the damage, or at the expense of the person who engaged the person responsible for the damage.

20-d. Damage to plots, walks, drives, trees, shrubs, or other property by dealers or contractors, or their agents, will be repaired by the Association and the cost of such repair shall be charged to the dealer or contractor, or to such dealer's or contractor's principal.

20-e. Materials, machinery, equipment, and other tools for the construction of vaults, mausoleums, monuments, or monuments themselves, shall not be brought into the cemetery until required for immediate use; and shall not, under any circumstances, be brought into the cemetery while a funeral or memorial service is in progress; and shall not be brought into the cemetery between Friday afternoon and Monday morning. No work shall be done between Friday at 4:00 PM and Monday at 8:00 AM. Without special permission from the Association, no materials, machinery, equipment, tools or other articles shall be placed on any plot other than the plot on which the vault, mausoleum, monument or other structure is to be erected.

20-f. Work on a memorial or other structure shall proceed promptly until the erection of the memorial or other structure is completed.

20-g. While a funeral, memorial service, interment, inurnment or entombment is being conducted nearby, all work of every description shall cease with all equipment being moved to a location where it is not visible to those attending the service.

20-h. Approaching the bereaved or any other visitors within the cemetery grounds to solicit memorial or other business is not permitted.

20-i. All vendors, including but not limited to memorial dealers and funeral directors shall abide by all rules of the Association.

20-j. Any supplier or retail dealer who violates the rules of the Association shall be removed from the list of approved suppliers and retail dealers, and prohibited from engaging in any activity within the grounds until such time as the Association deems appropriate.

## **21 MONUMENTS AND MARKERS IN NORTH LAWN CEMETERY** **(Does not include Emerald Meadows)**

21-a. No one shall erect or place, or cause to be erected or placed, anywhere in the cemetery any memorial or other structure which the Association has not approved. No signs, symbols, figures, depictions, or language, and no combination thereof, which the

Association regards as offensive, in poor taste, or inappropriate, shall be permitted in the cemetery.

21-b. The location of a memorial upon a plot must have the approval of the Association.

21-c. The Association reserves and retains the right to limit the height, width and length of markers and monuments to be erected in the various sections, on all locations

21-d. A monument will be permitted which has a depth (front to back) of no more than twenty-four (24) inches, and which is no longer than sixty-three percent (63%) of the width of the grave spaces upon which it is to be placed. The area of the base of the monument shall not exceed seven percent (7%) of the area of the grave spaces upon which it is to be placed. A monument exceeding sixty (60) inches in height may not be erected without the written approval of the Board of Trustees of the Association.

21-e. A marker shall be made of granite, marble, or approved bronze on a granite base of four (04) inches in thickness and shall not have a depth of more than 14 inches, and shall not be longer than sixty three percent (63%) of the width of the grave spaces upon which it is to be placed, and it shall not extend more than six inches above the ground level.

21-f. On all plots where a monument is erected, markers may be placed only at the foot of the grave farthest from the base of the monument. Such markers shall not exceed 30" x 14", and shall not extend more than six inches above the ground level.

21-g. No slant memorials are allowed on marker plots. A slant memorial on a base is allowed on monument plots on which no other monument is located. Said width and depth shall be bound by measurements outlined in Sect. 21 - d

21-h. Bronze markers shall be fastened securely upon a granite base, approved by the cemetery. The size and height of which shall be determined by the rules governing markers.

21-i. Markers of granite, marble and approved bronze are permitted; markers of any other material, wood, cement, or any other material are prohibited.

1-j. The bottom of each base and each marker must be sawed level and true.

21-k. Corner posts shall be of granite or bronze and granite. Said posts shall be placed flush with the grade. Initials shall be cut in, not raised. Corner posts shall be at least one foot to two feet in length and dressed where they abut on adjacent plots.

21-l. While the Association will exercise care to protect raised lettering, carving, photo ceramics, laser etchings or ornaments on any memorial or other structure on any plot, the Association's work of mowing, opening and closing grave spaces, digging foundations for memorials, and performing other necessary work in the cemeteries, inherently involves the danger and risk of damage or injury to memorials and other structures in the cemeteries, and that risk of damage or injury to memorials and other structures is assumed by the person purchasing such memorial or other structure, and the Association shall have no liability for any damage or injury thereto.

21-m. No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind shall be allowed around any plot, and no walks of brick, chert, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel, wood, or other substance shall be permitted on any plot. The Association reserves the right to remove any of the foregoing which are installed, placed, or planted.

21-n. All memorials in all Veterans' Sections shall be uniform in style and type, as established by the Association.

21-o. All requests by memorial dealers for information pertaining to memorial regulations, restrictions, arrangements, etcetera, must be submitted in writing.

21-p. An application for approval for a memorial must be submitted to the cemetery listing the proposed material, manufacturer, size, style, finish and design.

21-q. Foundation orders must be signed on the appropriate approval form issued by the Association.

21-r. Delivery of all memorials must occur between 9:00 AM and 4:00 PM weekdays only. A 24 hours notice must be given to the Association prior to any deliveries to avoid any conflicts between funerals and memorial deliveries. The setting crew is required to contact the cemetery office upon arrival and present a list of memorials scheduled for installation on that day, together with individual signed approval forms issued by the Association for each proposed installation.

21-s. If only one grave space is owned in a monument row, a memorial exceeding six inches in height may not be erected

## **22 MONUMENTS AND MARKERS IN WEST LAWN CEMETERY**

22-a. No one shall erect or place, or cause to be erected or placed, anywhere in the cemetery any memorial or other structure which the Association has not approved. No signs, symbols, figures, depictions, or language, and no combination thereof, which the Association regards as offensive, in poor taste, or inappropriate, shall be permitted in the cemetery.

22-b. The location of a memorial upon a plot must have the approval of the Association.

22-c. The Association reserves and retains the right to limit the height, width and length of markers and monuments to be erected in the various sections. Generally, monuments and markers shall be regulated according to the precedent heretofore established for each section, but the Association reserves and retains the right to amend such rules and regulations from time to time.

22-d. A monument will be permitted which has a depth (front to back) of no more than twenty-four (24) inches and which is no longer than sixty-three percent (63%) of the width of the grave spaces upon which it is to be placed. In no event shall the area of the base of the monument exceed seven percent (7%) of the area of the grave spaces upon which it is to be placed. A monument exceeding sixty (60) inches in height may not be erected without the written approval of the Board of Trustees of the Association.

22-e. A marker shall be made of granite, marble, or approved bronze on a fastened granite base, and shall not have a depth of more than 14 inches, and shall not be longer than sixty three percent (63%) of the width of the grave spaces upon which it is to be placed, and it shall not extend more than six inches above the ground level.

22-f. On all plots where a monument is erected, markers may be placed only at the foot of the grave farthest from the base of the monument. Such markers shall not exceed 30" x 14", and shall not extend more than six inches above the ground level.

22-g. No slant memorials are allowed on marker plots. Slant memorial on a base are allowed on monument plots on which no other monument is located.

22-h. Bronze markers shall be fastened securely upon a granite base approved by the cemetery, the size and height of which shall be determined by the rules governing markers.

22-i. Markers of granite, marble and approved bronze are permitted; markers of any other material, wood, cement, or any other material are prohibited.

22-j. The bottom of each base and each marker must be sawed level and true.

22-k. Corner posts shall be of granite or bronze and granite. Said posts shall be placed flush with the grade. Initials shall be cut in, not raised. Corner posts shall be at least one foot to two feet in length and dressed where they abut on adjacent plots.

22-l. While the Association will exercise care to protect raised lettering, photo ceramics, laser etchings carving or ornaments on any memorial or other structure on any plot, the Association's work of mowing, opening and closing grave spaces, digging foundations for memorials, and performing other necessary work in the cemeteries, inherently involves the danger and risk of damage or injury to memorials and other structures in the cemeteries, and that risk of damage or injury to memorials and other structures is assumed by the person purchasing such memorial or other structure, and the Association shall have no liability for any damage or injury thereto.

22-m. No coping, curbing, fencing, hedging, grave mounds, borders, or enclosures of any kind shall be allowed around any plot, and no walks of brick, chert, cinders, tile, stone, marble, terra-cotta, sand, cement, gravel, wood, or other substance shall be permitted on any plot. The Association reserves the right to remove any of the foregoing which are installed, placed, or planted.

22-n. Monuments on Sections "29" and "O" shall be confined to plots containing 80 square feet or more.

22-o. Markers in Sections 28, 29 and 30 and single burial section "K" shall be made of granite or marble, and shall not extend more that six (6) inches above the grade.

22-p. All requests by memorial dealers for information pertaining to memorial regulations, restrictions, arrangements, etcetera, must be submitted in writing.

22-q. An application for approval for a memorial must be submitted to the cemetery listing the proposed material, manufacturer, size, style, finish and design.

22-r. Foundation orders must be signed on approval form issued by the Association.

22-s. Delivery of all memorials must occur between 9:00 AM and 4:00 PM weekdays only. A 24 hours notice must be given to the Association prior to any deliveries to avoid any conflicts between funerals and memorial deliveries. The setting crew is required to contact the cemetery office upon arrival and present a list of memorials scheduled for installation on that day, together with individual signed approval forms issued by the Association for each proposed installation.

22-t If only one grave space is owned in a monument row, a memorial exceeding six inches in height may not be erected.

### **23 DESIGN AND FINISH OF MONUMENTS AND MARKERS**

23-a. Memorial / monument dealers shall be required to furnish to the Association for its approval a blue print of sketch of each proposed monument or marker, specifying size, location on the plot, and inscription.

23-b. Association officials shall have authority to reject any plan or design of any memorial which, in their opinion, is unsuited to the plot on which it is to be placed, because of size, design, inscription, or kind or quality of material.

23-c. The Association reserves the right to stop all work of every nature whatsoever, whenever, in its opinion, proper preparations therefore have not been made; or when work is not being completed in a professional manner, or when tools or 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 made any misrepresentation; or when any reasonable request 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.

23-d. The completed work is subject to the approval of the Association, and if unsatisfactory, it may be removed by the Association, at the expense of the memorial dealer.

23-e All employees of memorial / monument dealers shall be dressed in an appropriately professional manner, at all times, while on Association property.

### **24 MATERIALS**

24-a. All memorials, markers, mausoleums or tombs shall be constructed of granite or marble from quarries approved by the Association. All Bronze memorials must be cast by Association approved foundations. No artificial stone or other man made products of any description shall be permitted.

24-b. The use of bronze is approved for doors, windows and grills of mausoleums and other mausoleum fixtures and statuary. No other metals or materials are approved for such use unless they are substantially noncorrosive, are of proved permanency, and are approved in writing by the Association.

## **25 MAUSOLEUMS AND TOMBS**

25-a. A mausoleum or tomb, whether wholly or partially above ground, shall be constructed only on a plot designated for such a structure, and it shall be built primarily of granite similar in all respects to stone used in other memorials within the cemeteries.

25-b. Plans, specifications and location on the plot shall be subject to the approval by the General Manager or by the Board of Trustees of the Association.

25-c. All parts of the mausoleum or tomb above ground shall be of granite from approved producers.

25-d. When an entombment is made in a private mausoleum, the crypt shall be hermetically sealed.

25-e. The Association reserves the right to exclusively perform all work with respect to all family owned mausoleums/tombs, including but limited to entombments, maintenance, etc.

## **26 FOUNDATIONS**

26-a. All work with respect to foundations for memorials, markers, mausoleums, tombs, etcetera, shall be installed by the employees of the Association or its assigns under the supervision of the Association, and at the expense of the person or persons authorizing the same. No monument, marker, etcetera, shall be set until the foundation is completed and paid for in full.

26-b. The Association, at its sole discretion, may stop all foundation construction from November 1 thru April 1, and for the two weeks prior to Memorial Day.

## **27 INSURANCE FURNISHED BY SUPPLIERS**

27-a. Before any supplier or any supplier's employees commence any work on the Association's premises, the supplier must furnish to the Association evidence that the following types and limits of insurance are currently in full force and effect, and must exhibit to the Association satisfactory proof of full compliance with all terms of the applicable worker's compensation law, including payment of all premiums:

1. Worker's Compensation Insurance for all supplier's employees engaged in services on the Association's premises.
2. Primary Comprehensive General Liability Insurance to a combined single limit of \$2,000,000 for bodily injury (including death) and property damage claims arising out of any one occurrence.
3. Primary Commercial Automobile Liability Insurance to a combined single limit of \$1,000,000 for bodily injury (including death) and property damage claims arising out of any one occurrence.
4. Excess Liability Insurance to a combined single limit of \$2,000,000 per occurrence in excess of the foregoing coverages required in 2 and 3 above.



27-b. The acceptance of any certificate of insurance shall not be construed as a waiver or relinquishment of any of the Association's rights, or of any of the suppliers' obligations hereunder.

27-c. The Association must be listed as a certificate holder on the supplier's Certificate of Insurance.

## **28 SPECIAL CARE FUNDS AND SPECIAL ENDOWMENT FUNDS**

28-a. This Association agrees and declares that as hereinafter provided it will accept gifts, bequests, and devises as trustee, and will invest and keep invested the principal of such gifts, bequests, and devises, and will collect and apply the income there from for the uses and purposes which the donor or testator shall have lawfully directed.

28-b. Each private endowed trust fund shall be distinctly and separately identified from all other funds of the Association on the books and records of the Association, but the principal of several trusts may be commingled for purposes of more profitable investment, and its proportionate share of income will be allocated to each trust fund.

28-c. Special care services will be provided which are specifically set forth in and funded by a particular special care agreement between the Association and the owner of rites of interment, inurnment or entombment. A special care agreement may include the improvement or embellishment of all or any part of the cemetery or any plot or plot in it, the 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 of the cemetery, special care of flower beds, and the placing of floral decorations at anniversaries, birthdays, holidays, or any other date requested, including the special care or ornamenting of any plot, section, building, or any portion thereof, in the cemetery, or any other purpose or use not outlined earlier in this document with the purpose for which the cemetery was established or is being maintained. The owner of rites of interment, inurnment or entombment shall deposit with the Association a sum of money sufficient to provide adequate income to pay for the special care services agreed upon.

28-d. Special care services shall not include the repair or replacement of any enhancements, adornments or memorials, the replacement of any flowers, trees, shrubs, or plants, or the repair, reconstruction, or replacement of any marble, granite, bronze, or concrete work damaged by an Act of God, common enemy, thieves, vandals, explosions, unavoidable accidents, invasions, insurrections, riots, or by order of any military or civil authority, whether the damage is direct or indirect, unless that particular special care agreement includes provisions for the funding and payment of insurance premiums and the maintenance of insurance coverages which provide full coverage for such damages.

28-e. The amount to be deposited under a particular special care agreement shall be determined by the Board of Trustees of the Association, taking into consideration all of the foreseeable factors which may affect the cost of the special care services to be provided under that particular special care agreement.

28-f. Before any vault, tomb, private mausoleum, extraordinary monument/memorial or columbarium is erected, the person for whom such structure is being erected must deposit in a special endowment fund with the Association a sum of money estimated by the Board

of Trustees of the Association to be sufficient to yield an income for the perpetual care of such structure.

28-g. The net income, and, if necessary, the principal of each special endowment fund and each special care fund shall be expended by the Association in such manner as will in its judgment be most advantageous to carry out the purposes for which such fund was established. The Board of Trustees of the Association has the exclusive power and authority to determine how and when the net income from each fund shall be expended.

## **29 MISCELLANEOUS**

29-a. If any memorial, private family mausoleum or tomb becomes unsightly, dilapidated or a menace to visitors, the Association shall have the right either to correct the condition at the expense of those living persons having any interest therein, or to remove the structure and remove the remains of anyone interred or entombed therein and reinter or re-entomb such remains, all at the expense of those living persons having any interest therein immediately before the commencement of such work.

29-b. No monument or marker shall be removed from any plot in the cemeteries except by the Association, or when there is filed with the Association a written request by a person having a rite of interment in the plot from which the monument or marker is to be removed, and the association approves the removal in writing.

29-c. No advertising of any kind (except that placed by the Association) shall be permitted within the Cemeteries.

29-d. Irrevocable Trust Retail Installment Interment Purchase Agreement, Entombment Purchase Agreement, Certificates of Rite of Interment, Certificates of Rite of Entombment and these rules and regulations and any amendments thereto shall be the sole agreements between the Association and persons having rites of interment or rites of entombment. The statements or representations of any sales agent or other representative shall not bind the Association.

## **30 MODIFICATIONS AND AMENDMENTS**

30-a. 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 sole 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.

30-b. The Board of Trustees of the Association hereby expressly reserves the right at any time or times, and from time to time, to adopt new rules and regulations, or to amend, alter or repeal any rule or regulation, or any article, section, paragraph, sentence, word, or any other part of these rules and regulations.

These Rules and Regulations for North Lawn and West Lawn Cemeteries were adopted by the Board of Trustees of the Canton Cemetery Association on June 21, 1995, and were amended and revised by the Board of Trustees of the Canton Cemetery Association on April 29, 1996 and again June of 2015.

**EMERALD MEADOWS  
GREEN BURIAL**

**ADDENDUM TO**

***The following Rules and Regulations are specific to the Emerald Meadows Burial Section only, located on the Southwest corner of the North Lawn Cemetery property. This section is restricted to natural burial and is prohibited to be used for conventional burial.***

**1 DEFINITIONS**

**Additional Interment Right** – Each owner has a right to be buried in the grave purchased. In order to inter additional human cremated remains, an additional interment right must be purchased.

**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 produce decomposition of the materials when buried in the ground.

**Casket** – a rigid receptacle in which a deceased human is brought to the cemetery for burial made of biodegradable materials.

**Contractor** – any person, firm or corporation engaged in setting any memorial, digging graves or performing any other work on the cemetery grounds, other than an employee of the cemetery.

**Green Burial or Natural Burial** - The exclusive Burial practice of the Cemetery that requires all of the following

- a. Interred bodies must either have not been embalmed or were embalmed with non-toxic chemicals, i.e. pose no threat to either human life or the environment.
- b. Prohibits the use of Outer Burial Containers (partial, inverted or otherwise) manufactured of any material (e.g. concrete, plastic, metal), concrete lids, concrete boxes, slabs or partitioned liners.
- c. Burial containers (caskets, shrouds, etc.) must be made entirely from natural/plant derived materials.
- d. All materials interred with the bodies must be Biodegradable except for nontoxic jewelry.

**Memorial** – a grave marker identifying a grave or graves.

**Natural Burial Ground** – According to the requirements of the Green Burial Council (GBC) for designation as a “Natural Burial Ground”, a Cemetery must...

- a. Require practices that are non-toxic and energy-conserving.
- b. Prohibit the use of vaults, (partial, inverted or otherwise), vault lids, concrete boxes, slabs or partitioned liners.
- c. Prohibit the Burial of decedents embalmed with toxic chemicals.

- d. Burial containers that are not made from natural/plant derived materials are not permitted.
- e. Be designed and operated to produce a naturalistic appearance compatible with regional ecosystems.
- f. Limit the types, sizes, and visibility of Memorial markers to preserve naturalistic vistas.
- g. May or may not be part of an ecological restoration.

**Perpetual Care** – See 8 Perpetual Care.

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

## **2 PURCHASES OF RIGHTS OF INTERMENT**

2-a. Rights of interment and inurnment may be purchased from any authorized sales agent of the Association.

2-b. Additional Interments – In order to inter additional human remains in a grave purchased with a single interment right, an additional interment right must be purchased. These additional interment rights must be for cremated remains only. Only one additional interment right per grave space is permitted.

2-c. North Lawn Cemetery – Emerald Meadows – Natural Burial Grounds will have lots that measure 4 feet x 8 feet and are suitable for the interment of one casket, one casket and one cremated remains, or two cremated remains.

2-d. Graves are 3.5 feet deep. Since vaults are not used the soil is mounded over the grave. It is usually level again in about a year. This depth ensures that remains are undisturbed and return quickly to nature. Organic material such as leaves and twigs may be mixed with soil when graves are closed to facilitate site restoration.

2-e. Interment shall be only in or with naturally Biodegradable materials. Metals, plastics, concrete, synthetic materials or large pieces of stone may not be included in an interment. The cemetery may, at its discretion, or on a case-by-case basis, allow personal jewelry to be interred.

2-f. Remains that are embalmed or otherwise chemically preserved with substances that are not approved by the Green Burial Council may not be interred in the Emerald Meadows section.

2-g. No hand digging of a grave by family members will be permitted. Hand digging of a grave can be purchased and completed by cemetery approved skilled labor, weather permitting. Families are welcome to close the grave. Families who have closed graves have found it to be a powerful experience. The cemetery will be on hand to quietly supervise a closing.

2-h. Due to the Biodegradable materials used in this section, the cemetery cannot allow any disinterment to take place in the Natural Burial Section.

### **3 CHARGES FOR CEMETERY SERVICES**

3-a. Charges for cemetery services must be paid in full before the issuance of any order of interment, inurnment, entombment, disinterment, disentombment or removal.

3-b. Payment of any and all indebtedness due the Association must be made before any interment, inurnment or entombment will be made in any space.

### **4 DECORATIONS AND MEMORIALIZATION**

4-a. The Association shall have authority to remove all floral designs, flowers, weeds, trees, shrubs, plants or herbage of any kind from the natural burial spaces.

4-b. The Association shall not be liable for lost, misplaced, stolen, broken, frozen or removed plants, shrubs, floral pieces, decorations, baskets, vases, frames, or other containers, supports, or improvements.

4-c. The Association shall not be liable for damage of any kind caused to plantings or memorials caused by the elements, thieves, vandals or by other causes beyond its control.

4-d. The Association reserves the right to regulate the decorating of plots so that a uniform beauty may be maintained.

4-e. Any person who cuts into, removes, or otherwise disturbs the natural burial section shall pay the Association for any repairs and/or any special care of damaged area.

4-f. The placing of glass, shells, toys, metal, wood, rocks, ornaments, chairs, settees, vases, urns, boxes, designs or any other articles in the natural burial grounds are not permitted, and if so placed, the Association reserves the right to remove and discard any such articles, with no liability or reimbursement.

4-g. Artificial flowers are not permitted anywhere in the Emerald Meadows green burial section.

4-h. No more than two floral displays from a funeral are permitted to be left behind after the interment service at the cemetery. The cemetery reserves the right to remove all flowers, wreaths, or other natural decorations without notice as soon as they become unsightly.

### **5 MEMORIALIZATION**

5-a. Grave markers are permitted but optional. Markers must be a natural stone, such as granite or high-quality sandstone. They cannot be polished and should have the appearance of natural stone. They may be engraved. Stones must lie flat on the ground and cannot extend more than 1 inch above the ground.

5-b. For graves, the exposed surface area of the flush marker shall not exceed 288 square inches (24 x 12). The maximum thickness of the memorial shall be 12 inches.

5-c. No cement foundations are permitted in this section.

5-d. Memorials will be placed on the undisturbed portion of the grave. Memorials may be placed on other areas of the grave only with special arrangements with the cemetery management.

5-e. Markers can only be installed by cemetery approved vendors only. In the event a memorial or other object is placed or constructed in the cemetery without the prior authorization of the cemetery and other appropriate persons, the cemetery reserves and shall have the right, at the owner's expense, to remove any unauthorized memorial or other object. The markers will be set as weather permits.

5-f. All markers purchased from an outside vendor have to be approved by the cemetery prior to placement.

5-g. The cemetery will maintain the graves but will not be held responsible for wear and tear, damage, deterioration or weathering. Should any memorial become unsightly, dilapidated or a nuisance, the cemetery shall have the right, at its option, to repair, remove or replace the memorial. The cost of any repair, removal or replacement shall be paid by the owner of the interment rights.

## **6 PLANTINGS AS MEMORIALS**

6-a. All plantings shall be native to North East Ohio. Placement will be according to the approved cemetery landscape plan which is designed to enhance the natural environment and habitat and to further the purpose of the long term restoration of the land.

6-b. The cemetery shall have the sole discretion as to all matters regarding landscaping and plantings, including landscaping plan and care, pruning, re-vegetation of graves, and removal of vegetation. Any unauthorized plantings will be removed.

6-c. Pesticides are not permitted in the Emerald Meadows, Natural Burial Section. In the event of an infestation of any pests or insects, the cemetery will use chemicals of the most natural kind to eradicate invasive species.

## **7 PERPETUAL CARE**

7-a. The term 'perpetual care' used in reference to grave spaces includes maintenance of grave spaces at reasonable intervals, raking and maintaining the grave spaces, pruning the shrubs and trees planted by the Association, and generally maintaining and preserving the natural setting for the Emerald Meadows section, and the grounds, walks, boundaries so that the cemeteries shall remain and be reasonably cared for as cemetery grounds forever.

7-b. The term 'perpetual care' **does not** include maintaining, repairing or replacing any memorials, or ornamental plants on specific burial spaces, doing any special or unusual work or maintenance in the cemetery, reconstructing any marble, granite, or repairing any damage caused by the elements, acts of God, common enemy, thieves, vandals, strikers, malicious mischief makers, explosions, unavoidable accidents, invasions, insurrections, riots, or by the order of any military or civil authority, whether the damage be direct, collateral, or other than as herein provided.

The cemetery expressly reserves the right, at any time and without prior notice to any owners or others, to adopt new Rules and Regulations or to amend, modify, or repeal any section, paragraph, or sentence of these Rules and Regulation.

## Loved ones at North Lawn or West Lawn Cemeteries

Name \_\_\_\_\_  
DOB \_\_\_\_\_ DOD \_\_\_\_\_  
Cemetery \_\_\_\_\_  
Section \_\_\_\_\_ Lot \_\_\_\_\_  
Notes \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
DOB \_\_\_\_\_ DOD \_\_\_\_\_  
Cemetery \_\_\_\_\_  
Section \_\_\_\_\_ Lot \_\_\_\_\_  
Notes \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
DOB \_\_\_\_\_ DOD \_\_\_\_\_  
Cemetery \_\_\_\_\_  
Section \_\_\_\_\_ Lot \_\_\_\_\_  
Notes \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
DOB \_\_\_\_\_ DOD \_\_\_\_\_  
Cemetery \_\_\_\_\_  
Section \_\_\_\_\_ Lot \_\_\_\_\_  
Notes \_\_\_\_\_  
\_\_\_\_\_