



Hill Haven Cemetery Rules and Regulations

Purpose

1. These rules and regulations are designed for the protection of owners of interment rights as a group. They are intended, not as restraining, but rather as preventing the inconsiderate from taking unfair advantage of others. Their enforcement will help protect the Cemetery and create and preserve its beauty. These rules and regulations are hereby adopted as the rules and regulations of the Cemetery, and all owners of interment rights, visitors and contractors performing work within the Cemetery, shall be subject to said rules and regulations, amendments or alterations as shall be adopted by the Cemetery from time to time.

Definitions

2. The term "Owner" shall mean the owner of rights of interment.
3. The term "interment" shall mean cremation and interment, entombment or burial of the remains of a deceased person.
4. The term "memorial" shall mean any bronze marker or structure upon or in any lot of niche, placed thereon or therein, or partially therein, for the purpose of identification or in memory of the interred. Also, the term "memorial" shall include bronze materials, hereinafter described, and provided same have the dimensions, hereinafter described.
5. The term "contractor" as used in these rules and regulations shall mean any person, firm or corporation or anyone engaged in placing, erecting, or repairing any memorial, or performing any work in the Cemetery grounds, other than an employee of the Cemetery.

Ownership

6. Persons of any race shall be permitted to acquire rights of burial or to have any interest in the right or rights of burial in this Cemetery, and said rights or burial shall be used for no other purpose than the burial of the human dead of any race. Upon refusal of the Cemetery to permit interment because of the above rule, the Cemetery may refund to the Owner the original purchase price and the extent of the Cemetery's liability shall be said amount. Upon the refund of this amount all interest of the Owner of burial rights in said rights shall revert to the Cemetery.

Supervision of Cemetery

7. This Cemetery reserves the right to compel all persons coming into the Cemetery to obey all rules and regulations adopted by the Cemetery. The rules and regulations may be changed without notice to any Owner by the Cemetery.
8. The Cemetery shall take reasonable precaution to protect Owners, and the property rights of Owners, within the Cemetery, from loss or damage; but it 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 of any military or civil authority, whether the damage be direct or collateral, other than as herein provided.

9. The Cemetery reserves, and shall have, the right to correct any errors that may be made by it either in making internments, disinterment or removals, or in the inscriptions, transfer, or conveyance and substituting and conveying in lieu thereof other interment rights of equal value and similar locations as far as possible, or as may be selected by the Cemetery or, in the sole discretion of the Cemetery, by refunding the amount of money paid on account of said purchase. In the event such error shall involve the interment of the remains of any person in such property, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to such other property of equal value and similar locations as may be substituted and conveyed in lieu thereof. The Cemetery shall also have the right to correct any errors made by placing improper description, including an incorrect name or date either on the memorial or on the container for cremated remains.
10. Persons within the Cemetery grounds shall use only the avenues, walkways and roads.
11. 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 side of the Cemetery roadways. Automobiles are not allowed to turn around on the driveways or roadways, and are not allowed to park or to come to a full stop in front of an open grave unless such automobiles are in attendance at the funeral.
12. The right to enlarge, reduce, replant or change the boundaries or grading of the Cemetery or of a section or sections, from time to time, including the right to modify or change the locations of/or any part thereof or remove or regrade, roads, drives and walks, is hereby expressly reserved. The right to lay, maintain and operate, or alter or change pipe lines or gutters for sprinkling systems, drainage, lakes, etc., is also expressly reserved, as well as is the right to use Cemetery property, not sold to individual owners, for Cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto. The Cemetery reserves to itself, and to those lawfully entitled thereto, a perpetual right of ingress and egress over lots for the purpose of passage to and from other lots.

Sale and Purchase of Internment Rights

13. The sale or transfer of any interment right by any Owner or purchaser shall not be binding upon the Cemetery unless same shall first be duly approved in writing by the properly authorized officer of the Cemetery and then such interment right must be reconveyed to the Cemetery; the Cemetery shall issue a Warranty Conveyance to the new Owner. The same rule shall apply in all cases of assignment of purchase contract for interment right. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all owners and purchasers.
14. Any and all transfers of any interment right, whether same be by conveyance or assignment of purchase contract, are subject to all rules and regulations of the Cemetery, which are now in full force and effect or which may be hereafter enacted. The Cemetery may refuse to consent to a transfer or to an assignment as long as there is any indebtedness due the Cemetery from the Owner so recorded in the records of the Cemetery at the Cemetery Office. All transfers for ownership shall be subject to a charge of \$25.00, which charge must be paid the Cemetery when the transfer is recorded.

15. The subdivision of interment rights is not allowed without the consent of the Cemetery and no one shall be buried in any lot not having an interest therein except by written consent of the Owner of said burial rights or, if he or she is deceased, then, the next of kin interested in such burial rights and of the Cemetery.
16. All work on lots will be done by the employees of the Cemetery under the direction of the Cemetery, except when permission is otherwise granted. All grading, landscape work, and improvements of any kind, and all care of lots, shall be done, and all trees, shrubs, and herbage of any kind shall be planted, trimmed out or removed, and all openings and closings of lots, and all interments, disinterment, and removals shall be made by the Cemetery.
17. No enclosure of any kind, such as a fence, coping, hedge, or ditch, shall be permitted around any grave of lot. Grave mounds will not be allowed and no lot shall be raised above the established grade.
18. Interment rights can be purchased in this Cemetery only with the written approval of an Officer, or Manager, and subject to the rules and regulations of said Cemetery now or thereafter adopted for the government of this Cemetery, and for the purpose of interment only. This provision applies to all sales, whether made directly by the Cemetery or sales made by Owners.
19. No interment rights or contracts for the purchase of interment rights must be recited in the purchase contract. Verbal agreements or representations will not be recognized.
20. All terms and conditions for the purchase or interment rights must be recited in the purchase contract. Verbal agreements or representations will not be recognized.
21. Each Owner is vested with the ownership of his or her interment right for the sole purpose of interment of human dead bodies of any race. Under the regulations of the Cemetery the interment rights cannot be conveyed without the assent of the Officers, not any use, division or improvements of them be made which the Cemetery prohibits, or may deem proper. The Owner of interment rights may dispose of same by will, subject to the foregoing conditions. If the owner dies intestate, the ownership of the burial rights will pass in accord with the laws of descent and distribution governing the estate of an intestate.
22. No conditional or partial transfer of burial rights and no sale of an undivided interest will be permitted, except to a person or persons who are already part owners, and the reason for the above provision is the Cemetery cannot be responsible for carrying out the intent of the grantor. The right to use a burial space prior to the payment of all of the purchase price shall be governed by the provisions of the contract of sale.
23. The income from the Perpetual Care Fund shall be used by the Cemetery are the maintenance of the entire Cemetery and will not be used for capital improvement, if any Owner of burial rights desires special work, same shall be approved by the Cemetery and the Cemetery will have the option of using its employees to do such special work and the charges for such work shall be paid in advance.
24. The cemetery shall direct generally all improvements within the grounds and upon all lots and graves, before as well as after interments have been made therein. They shall have charge of the planting, sodding, surveying and improvements generally.
25. No person other than the proper officers of the Cemetery shall be allowed to perform any work on any grave of lot within the grounds without a permit from the Officer or Manager.
26. If any memorial, or any structure whatsoever, or any inscription to be placed on same, shall be determined by the Officers, or Manager, to be offensive, they shall have the right and it shall be their duty, to enter upon such lot and remove, change or correct the offensive or improper object or objects.

27. In any tree, shrub or plant standing upon any lot, by means of its roots, branches, or otherwise, be or become detrimental to adjacent lots or avenues, or if for any other reason its removal is deemed necessary, the Cemetery shall have the right and it shall be their duty, to remove such trees, shrub or plant, or any part thereof, or otherwise correct the condition existing as in their judgment seems best.
28. No person shall pluck or remove any plant or flower, either wild or cultivated, from any part of the Cemetery

Funeral Regulations

29. Funerals after entering the gates shall be subject to the direction of the Cemetery.
30. Notice of 8 working hours before the announced time of a funeral will be required. This provision is for the benefit of lot owners so that the burial space may be properly prepared.
31. Graves must be located by the family or its representative.
32. When a removal is to be made from a single grave space which is not a part of a Family Estate, the formerly occupied single grave space and all rights there in revert to the Cemetery, If no steel or concrete vault has been used for this interment or if there was a steel or concrete vault and same is not in a removable condition, one must be furnished, Charge for all removals must be paid in advance. The Cemetery's removal charge of the body shall be the prevailing opening and closing fee then being charged by the Cemetery. Application for removal permit must be signed by next of kin and properly notarized prior to time of removal.
33. The burial of two bodies in one grave will not be permitted, except when both bodies are in the same casket.
34. If, as and when no provision has been made for interment space and it becomes necessary to place the remains temporarily in the receiving vault, it may remain there, subject to the sanitary code. A deposit of not less than \$125.00 in cash shall be made to the Cemetery prior to entombment. Bodies not in a decomposed or offensive may be placed in the vault at all times, but the length of time they will be permitted to remain will in all cases be determined by the Cemetery. The Cemetery reserves the right of interment, whenever it may appear necessary. A diligent attempt will be made to notify the nearest of kin twenty four hours in advance, but this shall in no case prevent the Cemetery from going forward with the interment.
35. Receiving vaults are designed chiefly for the temporary safety of bodies placed therein, and at times contain many such bodies, hence for obvious reasons, it is deemed unwise for people to enter therein. The remains of any person who died of contagious disease will not be permitted in the vault, except when placed in a hermetically sealed casket. In case of doubt on the part of the Cemetery as to the nature of the disease, satisfactory evidence from the attending physician or otherwise will be required.

General Regulations

36. No dogs shall be permitted in the Cemetery.
37. No person shall be permitted within the Cemetery on a bicycle.
38. Bringing lunches, beer or intoxicating liquors within the Cemetery is strictly forbidden.
39. No boxes, shells, toys, discarded glassware; sprinkling cans, receptacles, or similar articles will be permitted on any grave, lot or tree.
40. The Cemetery is not responsible for theft of damage to anything placed on graves or lots.

41. Only outer containers for burial approved by the Cemetery will be permitted to be used.
42. Any person having a legal right so to do desiring to remove a body from the grave space of another must present a written permit signed by the owner for such removal, and also himself sign a request to have such removal made. These shall remain on file in the office of the Cemetery.
43. No wooden or cast iron bench or chair, or any wooden or wire trellis, shall be permitted to be or be brought upon the grounds.
44. The Cemetery and their agents have authority to enter upon any lot and to remove any objectionable thing or any erection that may have been placed there contrary to these regulations, and they may remove any dead or damaged tree, shrub or vine.
45. No person shall be permitted to enter or leave the Cemetery except during daylight hours and any person found on the grounds after dark will be considered as a trespasser.
46. No person shall drive a motor driven vehicle within the Cemetery in excess of fifteen miles per hour and driving of any type vehicle upon the lawn (Does not apply unless there is a receiving vault) or at any other place other than the paved road in said Cemetery is prohibited.
47. Holders containing flowers or other decorations must be removed as soon as the flowers fade and wither and **if** same are not removed, and then the Cemetery reserves the right to remove same Winter wreaths will be removed on March 1 of each year and all flowers in holders which are dead will also be removed on March 1 of each year and all holders will be disposed of after March 1 This provision is for your benefit because the spring grass would be killed in the vicinity of such decorations **if** same were not removed by March 1
48. NO per son will be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery
49. All persons are forbidden to hunt, or to fish, or to feed or disturb the fish, fowls or others animals about the Cemetery.
50. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmarks, marker or memorial or in any way deface the grounds of the Cemetery.
51. No money shall be paid the attendants at the entrance or on the grounds, The entire time of the persons regularly employed on the grounds belongs to the Cemetery. Visitors and Owners must not otherwise engage them. All orders, inquiries and complaints must be left at the office.
52. All persons are reminded that the grounds are sacredly devoted to the burial of the dead and that the provisions and penalties of the law, as provided by statute, will be strictly enforced in all cases of wanton injury, disturbance and disregard of the rules,
53. It is of utmost importance that there should be a strict observance of all the proprieties due the place, whether embraced in the foregoing regulations or not, as no impropriety will be tolerated.
54. All well disposed persons will confer a favor by informing the Manager of any breach of proper decorum that may come under this notice.
55. Touch nothing in the Cemetery that does not belong to you. This is the only safe rule to adopt in visiting the Cemetery.
56. No person or persons, other than an employee of the Cemetery, shall be permitted to bring or carry firearms within the Cemetery except a Military guard of honor and they only when in charge of an Officer and during a Military Service.
57. All work and all planting of any kind on all lots and graves are strictly prohibited. Cut flowers may be used at any time, provided same are in a vase approved by the Cemetery.

58. Placing potted flowers, plants, summer wreaths or baskets on lots and graves is not permitted except on Easter, Mother's Day, Father's Day, Memorial Day, Armistice Day, and Christmas Day, same shall be removed within ten (10) days from placing on lots and graves on the special days here in set forth. The digging of holes for any purpose whatsoever is strictly prohibited.
59. The Cemetery reserves the right to remove all flowers, potted plants, summer wreaths or baskets of flowers when they become withered, or for any other reason, and the Manager is ordered to make such removals when in his judgment it is to the best interests of the Cemetery.

Modifications and Amendments

60. The Cemetery may, and it hereby expressly reserves the right, at any time or times, with or without notice to Owners, to adopt new rules and regulations, or to amend, alter or repeal any rule, regulations or article, section, paragraph or sentence in these Rules and Regulations.
61. Special cases may arise in which the literal enforcement of a rule may impose unnecessary hardship. The Cemetery, therefore, reserve the right, without notice, to make exceptions, suspensions or modifications in any of the Rules and Regulations when, in its judgment, the same appear advisable; and such temporary exceptions, suspensions or modifications shall in no way be construed as affecting the general applications of such and shall not be considered as a waiver of the rights of the Cemetery as set out herein.

Installations and Foundations

62. All markers or memorials shall be installed by the Cemetery, on foundations built by the Cemetery, at the cost of the Owner, and the Cemetery shall assume responsibility for the proper installation of such marker or memorial; but the Cemetery shall not be liable for any defective materials or defective workmanship beyond replacement or repair of such defective materials as have been furnished by the Cemetery. All foundations shall be of the size and material specified by the Cemetery.
63. If the memorial is purchased through the Cemetery, the service and installation charge and the continual care charge shall be included in the purchase contract. The service and installation charge shall be \$.10 (ten cents) per square inch of such memorial and the continual care charge shall be \$.08 (eight cents) per square inch for such memorial and if a memorial vase is used, the contribution will be \$.10 (ten cents) per square inch.
64. If the marker of memorial is purchased from an outside agent and is approved by the Cemetery, the charges for service installation and continual care shall be the same as set forth in Rule 63 hereof, and all such charges shall be paid to the Cemetery in advance of installing such marker or memorial.
65. In the event a marker or memorial of theretofore uninstalled size or shape is approved by the Cemetery the Owner shall pay the fair and reasonable cost of the special form required to construct the foundations for such marker or memorial, and the charge for service, installation and continual care shall be by special arrangement with the Cemetery payable in advance of the work to be done. The continual care charge shall be the same as set in paragraph 63 hereof.
66. The charges for building foundations, installation, maintenance, and continual care of all markers and memorials shall be reasonable and uniform. No memorial may be installed until the charges due for installations and continual care have been paid in full.

Continual Care

67. The purchase price of all interment space sold and to be sold in the Cemetery includes a deposit for continual care, which amounts are delivered to local trust companies for administration. This shall not include maintenance, repair or replacement of any memorial under any circumstance; nor the repair or replacement of buildings, structures or other property when the damage is caused by vandals, thieves, act of God, common enemy, riots, or by the order of any military or civil authority, or act beyond the control of the Cemetery

Continual Care of Memorials

68. This continual care includes maintenance, repair and/or replacement of any flush memorial in the Cemetery. This shall not include repair or replacement of such memorials when the damage or destruction is caused by vandals, thieves, Act of God, common enemy, riots or by the order of any military or civil authority, or acts beyond the control of the Cemetery. The Cemetery shall not be liable to expend for the maintenance and repair of markers any amount except the income from the care fund, which are hind is created for the purpose of maintaining memorials. In other words, if the income from the care fund is not sufficient to make all repairs in any one year, then the Cemetery shall not be charged with the duty of expending for the maintenance of said Memorials any amount in excess of the income from the care hind.