

Rules & Regulations

2022

St. Joseph Cemetery Association

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PREAMBLE

Through the use of the funeral rites it has been the practice of the Church not simply to commend the dead to God, but also to raise high the hope of It's people and to give witness to It's own faith in the future resurrection of the baptized with Christ.

In the face of death, the Roman Catholic Church confidently proclaims that God has created each person for eternal life. The mystery of the Lord's death and resurrection gives power to all of the Church's activity.

At the death of a Christian, whose life of faith was begun in the waters of Baptism and strengthened at the Eucharistic table, the Church intercedes on behalf of the deceased because of It's confident belief that death is not the end nor does it break the bonds forged in life.

Ever since Christ's body was reverently laid in the tomb to await Resurrection, Christians have respected and honored the bodies of the dead and the places where they rest. As a further seal and symbol of that faith the Church sets apart and solemnly blesses the place in which the bodies of Her faithful departed await the day of Resurrection.

To insure the sacred character of St. Joseph Cemetery Association, in accord with the mind and traditional practice of the Roman Catholic Church and to establish and maintain good order, the following rules and regulations are in effect.

PURPOSE

These Rules and Regulations are designed for the mutual protection of the Owners of Interment Rights within the Cemetery. Their enforcement will help protect the Cemetery and Owners create and preserve its beauty. These Rules and Regulations have been adopted as the Rules and Regulations of the Cemetery, and all Owners of Interment Rights, visitors and persons performing work within the Cemetery shall be subject to these Rules and Regulations, and all amendments or modifications hereto, as shall be adopted by the Cemetery from time to time.

Exceptions and Waivers

Circumstances may arise in which the literal enforcement of these Rules and Regulations may impose an unnecessary hardship. The Cemetery reserves the right to make exceptions, suspensions, or modifications of any rule or regulation without notice when, in its judgment, a waiver is advisable. Exception and/or waiver granted by cemetery is on a case by case basis. Any such waiver shall not be construed as affecting the general application of these Rules and Regulations.

Modifications and Amendments

The Cemetery hereby reserves the right, at any time or times, with or without notice to Owners, to adopt new Rules and Regulations, or to amend, alter and/or repeal same at any time. A copy of the Rules and Regulations, and any amendments thereto, shall be made available for inspection upon at the Cemetery office.

Sacred Grounds

The Cemetery grounds are sacredly devoted to the burial of only the human dead and 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 these Rules and Regulations. Christian burial is a religious act, a corporal work of mercy, a ministry. Those charged with the performance of this sacred trust have the continual responsibility of maintaining the cemetery with a dignity deserving a function of Holy Mother Church. Catholic cemeteries have been designated as "reliquaries of the saints".

ARTICLE I

DEFINITIONS

Additional Interment Rights - means any additional interment rights that may be added to an interment space, either at the time of a contract, or after a contract is executed. The cemetery, at its discretion, charges a fee for additional interment rights. These additional rights may be “second interment/burial/entombment/inurnment rights.

Arrangement Conference - means a meeting, either at-need or pre-need, between the cemetery and an individual or family during which funeral and cemetery merchandise and services are discussed and the cemetery records information regarding that person or family. Under certain circumstances, phone conferences may be the only means of holding this conference.

At-need - means at the time of, or immediately following, death.

Beneficiary - means one who benefits from an act, such as a person for whom a prepaid contract is entered into or the successor-in-interest of a life insurance policy. It may also include individuals who have rights to an existing non-fulfilled contract as specified by State law.

Care and Maintenance Trust Fund aka Endowment Care Fund/ Perpetual Care Fund - means the trust fund established by the Cemetery for the purpose of care and maintenance of the Cemetery grounds and improvements thereon.

Cemetery - shall mean the St. Joseph Cemetery Association named on the cover page of these Rules and Regulations, including without limitation: a) all land dedicated, reserved or used for interment purposes, b) all structures dedicated, reserved or used for entombment purposes, c) all land and structures dedicated, reserved or used for inurnment purposes, d) all vegetation therein, e) memorials, monuments and works of art therein, f) all roadways, walkways, crematoria and other structures of every kind therein, g) all equipment and facilities incident to the operation of the cemetery, h) all public rights of way.

Cemetery Authorities – shall mean the Board of Trustees, the General Manager, and those persons who have been delegated the responsibilities of the operation of the Cemetery.

Certificate of Burial/Entombment/Inurnment Rights - shall mean the documents by which the Cemetery conveys to the Owner the exclusive right of sepulture in a particular grave, lawn crypt, crypt or niche.

Columbarium means a structure, indoors or outdoors, room or space in a building or a building intended or used for the inurnment of cremated remains. SEE NICHES

Commingling - means the mixing of cremated remains of more than one person.

Contractor - means any person, firm or corporation engaged in setting any vault or memorial, or performing any other work on the Cemetery grounds, other than an employee of the Cemetery.

Cremated Remains - means the bone fragments and ash remaining after cremation, which may include the residue of any foreign materials that were created from the cremation of human remains, and as such shall be considered human remains.

Cremation - means the irreversible process of reducing human remains to bone fragments through intense heat and evaporation, customarily done in a specifically designed furnace or retort, which may include any other mechanical, chemical or thermal process whereby human bone fragments are pulverized or otherwise further reduced in size and quantity. According to the United States Conference of Catholic Bishops, cremation should not be considered a method of final disposition.

Crypt - means a space in a public or private mausoleum of sufficient size used, or intended to be used, to entomb human remains.

Disinterment - means the act of removing human or cremated remains from an interment space for the purpose of relocating the remains to another interment space in the cemetery or moving them elsewhere. Subject to any approvals and/permits required per state statute and approval from the Owner and Next of Kin.

Encased or Encasement - means the placement of human remains in a rigid container, including but not limited to a casket or urn.

Entombment - means the placement of human remains in a crypt.

Final Disposition - means the lawful disposal of human remains whether by interment, entombment, or inurnment.

Garden - means an area within the cemetery established by the cemetery as a subdivision for organizational purposes, which is the largest of the various subdivisions of sections.

Grave - means a space of ground in the Cemetery used, or intended to be used, for the interment of only human remains.

Guaranteed Price Prepaid Contract - means a purchase agreement for merchandise and/or services whereby the cemetery agrees to provide the merchandise and services at-need in return for a definite purchase price paid at the time of purchase, without any further payment in the future. With the exception of any overtime interment fees which could be encountered.

Human Remains - means the body of a deceased human being in any stage of decomposition and includes cremated remains.

Interment - The lawful disposition of the remains of a deceased person through placement of un-cremated remains in the ground.

Interment Right - means the particular right to inter the remains of a deceased person in a specific interment space within the Cemetery, subject to the limitations set forth herein; unless specified in writing, the person owning the right of interment shall also have the right to memorialization, and other rights that may run with the interment right. Each space is sold with only (1) single interment right. Up to (1) additional right may be purchased at additional costs.

Interment Services - refers to the opening and closing of a particular interment space.

Interment Space - refers to the particular grave, crypt, niche or lawn crypt within the Cemetery to which a particular Interment Right relates. An Owner of an Interment Right does not, by virtue of such ownership, acquire ownership of the interment space or of any land or improvements within the Cemetery.

Inurnment - means placement of cremated remains into a niche, grave, crypt, or other designated place in the cemetery.

Lawn Crypt - means preplaced, below ground, chambers, either side-by-side or multiple depth, covered by earth and sod. All lawn crypts included specific memorials which are considered a part of the Lawn crypt.

Lot - means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision of a garden or section for organizational purposes.

Lot Holder – person(s) who have purchased interment, entombment, inurnment rights, or who hold same by right of inheritance or transfer.

Mausoleum - means a chamber, structure or building used, or to be used, for entombment of human remains.

Memorial - means (a) a monument, tombstone, grave marker, bench or headstone/footstone identifying a grave or graves; or (b) a nameplate or inscription identifying a crypt or niche.

Memorial Care - means any care provided or to be provided for the general maintenance of memorials, including but not limited to refinishing, resetting, straightening, or replacing damaged memorials. The cemetery may, at its discretion, charge a fee for future memorial/monument care.

Memorial Services - means the services provided by the cemetery as part of a funeral where either the body is not present or cremated remains are present.

Merchandise - means any personal property offered or sold by the cemetery for use in connection with the funeral, final disposition or interment of human remains.

Niche - means a space used, or intended to be used, for inurnment of cremated human remains.

Next of Kin (NOK) - The person legally responsible as designated by State Law.

Outer Burial Container - means a rigid outer container used to surround a casket or a cremated remains container, intended to uphold and support the upper layer of soil from impact loads, and shall include the products commonly known as vaults and grave liners.

Owner - refers to the owner of an Interment Right or Rights within the Cemetery, as reflected in the Cemetery's records.

Plot - means space in the Cemetery used, or intended to be used, for the interment of human remains. The term includes and applies to one or more adjoining graves, one or more adjoining crypts, or one or more adjoining niches.

Pre-need - means prior to the beneficiary's death.

Purchase And Security Agreement / Memorial Application- means the written agreement(s) between the Cemetery and a purchaser pursuant to which the Cemetery agrees to sell and the purchaser agrees to buy Interment Rights and related services and merchandise in the Cemetery.

Scattering - means the permanent final disposition of cremated remains by dispersing them in the air, water or on the surface of the ground. According to the Catholic Congregation for the Doctrine of the Faith, scattering is Not a permitted method of disposition for cremated remains, and therefore the Cemetery Does Not allow the practice of scattering.

Section - means an area within the cemetery consisting of more than one interment space established by the cemetery as a subdivision for organizational purposes.

Urn - means a receptacle in which cremated remains are placed for final disposition.

ARTICLE II INTERMENT RIGHTS

Use

Interment Rights within the Cemetery shall be used for no purpose other than for the interment and/or memorialization of human remains.

Permission to Inter and Proof of Ownership

The Cemetery may prohibit any Interment within the Cemetery if the Cemetery has not verified ownership or permission by the Owner or Owners of the Interment Rights and/or a signed permission form from the next-of-kin of the deceased or their respective authorized representative(s).

The Cemetery shall assume at all times that the Owner acquired his or her Interment Rights for the Interment of the purchaser or members of his or her family. Unless otherwise directed in writing, the Cemetery will permit the Interment of someone other than the Owner only upon proof of eligibility or ownership or as set forth below.

1. Upon the death of a joint tenant, title to Interment Rights held in joint tenancy shall immediately vest in the survivor or survivors, subject to the vested Interment Rights of the remains of the deceased joint tenant.
2. When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for Interments, memorialization, etc. with respect to the Interment Rights of the Owners. Any such designation must be in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on any direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior the Cemetery's action.
3. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights will be deemed to descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the State, subject to the Interment Rights of the deceased and his or her surviving spouse. Each co-Owner shall have the right to be interred in any co-owned Interment Space for an at-need death without the consent of the other co-Owners. Absent an at-need death, co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-Owners.

Not Responsible for Identity

The Cemetery shall not be liable for the burial permit or responsible for the accuracy of the data contained in the permit or for the identity of the person sought to be interred, entombed or inurned, and shall rely upon the representation made by the Owner and/or Next of Kin. All caskets and urns will be tagged with the last name of the deceased, the location of the interment/entombment/inurnment and the type of vault or outer container.

Rights

A Certificate of Burial/Entombment/Inurnment Rights shall be issued to each Owner upon full payment of the purchase price of Interment Right. Every Burial/Entombment/Inurnment Right shall be subject to **(a)** all applicable laws and governmental regulations; **(b)** the Articles of Incorporation and other documents establishing the Cemetery; and **(c)** all Rules and Regulations adopted by the Cemetery, as now in force or as hereafter amended or adopted, whether or not as set forth herein. The Certificate, Purchase Security Agreement and these Rules and Regulations, and any amendments hereto, shall constitute the sole agreement between the Cemetery and the Owner, and no statement of any sales agent or other Cemetery employee to the contrary shall bind the Cemetery. The Owner shall not receive any property, but rather only receives the right to control the interment for that property.

The presentation of the Certificate may be required at the time the arrangements are to be made for burial or whenever any other rights are to be exercised.

It shall be the duty of the lot owner to notify the management of any changes of his or her post office address. Notice sent to said owner's address of record shall be proper and legal notification.

Warranty and Liability of Person Signing Interment Authorization

Pursuant to State Law, an individual who signs an authorization for interment of human remains is considered to warrant the truthfulness of any fact set forth in the authorization, the identity of the person for whose remains interment, entombment or inurnment sought and the individual's authority to order final disposition. Moreover, the individual signing the authorization is personally and individually liable to pay damages in compensation for harm that is caused by or results from the signing of the authorization.

Size Restrictions

The capacity of each interment, entombment and inurnment right may vary from area to area. Please inquire at cemetery office about the exact dimensions of the interment, entombment, or inurnment right you have purchased. Many older lots were purchased by the square foot and the CBR made no reference to the number of grave spaces contained therein.

Recording

Any and all transfers of Interment Rights, whether by conveyance, assignment or Purchase Agreement, are subject to these Rules and Regulations as enacted or amended. All transfers of ownership may be subject to a transfer fee that must be paid to the Cemetery when the transfer is recorded in the Cemetery's records. A transfer is not effective until approved and recorded by the Cemetery, and any/all applicable transfer fees are paid. Only the original owner of interment rights has the right to transfer ownership. In the case that the original owner is deceased the Next of Kin all equally share rights to the interment rights. Contact the Cemetery office for transfer fee cost.

Ownership

The person named in the Certificate of Interment Rights issued and recorded will be presumed to be the Owner of the Interment Right unless the Cemetery approves in writing the transfer or assignment of ownership in accordance with these Rules and Regulations as they now exist or may hereafter be amended.

- i. All Interment Rights conveyed to individuals shall, unless stated otherwise, be presumed to be the sole and separate property of the Owner named in the Certificate of Interment Rights.
- ii. Upon the receipt of an Order of Distribution by a court having jurisdiction over the estate of a deceased Owner, the Cemetery shall revise its records to reflect ownership of Interment Rights in accordance with such Order, so long as the Order clearly identifies Cemetery property.
- iii. If an Owner dies without having transferred unused Interment Rights either by a specific devise in the Owner's will or by a written direction furnished to the Cemetery, any such unused Interment Rights descend to the heirs at law of the Owner in accordance with the laws of descent and distribution of the state in which the Cemetery is located, subject to the Interment Rights of the deceased and his or her surviving spouse. Each co-Owner shall have the right to be interred in any co-owned Interment Space for an at-need death without the consent of the other co-Owners. Absent an at-need death, co-Owners may not otherwise convey or authorize use of an Interment Right without the consent of all other co-Owners. Absent any other language, the person receiving the Interment Right, and all the heirs, will receive the rights to the interment, including memorialization and disinterment.

Sale or Transfer

The sale or transfer of any Interment Right by any Owner shall not be binding upon the Cemetery unless such sale or transfer shall first be approved in writing by a duly authorized representative of the Cemetery and is in accordance with these Rules and Regulations. This procedure is required in order that the Cemetery may at all times have a complete and accurate record of all Owners. The Cemetery shall make available to Owners, upon request, necessary forms to affect any sale or transfer of Interment Rights.

- i. Any and all transfers of any Interment Right, whether same be by conveyance, assignment or purchase agreement, are subject to all Rules and Regulations of the Cemetery, which now exist or which may be hereafter enacted or amended.
- ii. The subdivision of Interment Rights or partition of interment spaces is not allowed without the written consent of the Cemetery. No conditional or partial transfer of Interment Rights and no sale or conveyance of an undivided interest therein, except to a person or persons who are already co-Owners, will be permitted.
- iii. **Repurchase.** The Cemetery may, at its sole discretion, repurchase Burial Rights from the Original Owner(s) only. The Cemetery will not buyback Burial Rights from original owner's descendants. Such re-purchase, if granted, shall incur a holdback of **30%** of the original purchase price. The Cemetery will render assistance to owners of Burial Rights when a new owner has been obtained by transferring ownership accordingly. The Cemetery will provide the transfer deed to consummate the sale for a nominal fee. No transfer of burial rights is complete unless it is properly recorded by the Cemetery.
- iv. **Private Transfer.** When a private "sale" or transfer occurs and is approved by the Cemetery and upon receipt of the original CBR/CER, a new CBR/CER will be provided to the new owner which will only reflect the original purchase price paid to the Cemetery by the original owner, and not the parties agreed upon amount.

Additional Interment Rights

For any additional interment rights, whether in existence at the time of the original contract or added at a later time, all sale or transfer rules and regulations must be followed; Cemetery limits additional interment rights to family of the original property owner, including family by marriage. An additional interment right must be approved by original owner or next of kin and cemetery reserves the right to limit the number of second rights of Interment they allow on each grave to (1) one.

When a second right has been purchased, it is with the understanding that only 1 grave marker is permitted on that space and if there is already a memorial there, it would have to re-inscribed, or replaced with a single companion marker if so desired.

Transfer on Death

Upon the death of a joint tenant, title to Interment Rights held in joined tenancy immediately vests in the survivor or survivors, subject to the vested Interment Rights of the remains of the deceased joint tenant and State Law. *See Ohio Revised Code 2105.06.*

Designation

When there are two or more Owners, they may designate one or more persons for the purpose of granting authorization for interments, memorialization's, etc. with respect to the Interment Rights of such Owners. Any such designation shall be made in writing and furnished to the Cemetery. In the absence of such designation, the Cemetery shall not be liable for acting on

any direction of any co-Owner, provided no other co-Owner has notified the Cemetery of an objection prior to the Cemetery's acting on such direction.

Absence of Written Instructions

In the absence of specific written instruction by the owner of interment, entombment or inurnment rights, or whenever the Cemetery cannot with reasonable diligence communicate in writing with the owner's designated representatives the Cemetery may inter the remains of any person entitled to interment therein, in any one of the unused spaces therein, so as not to delay the funeral; and the Cemetery, its agents and employees shall not be liable in any way.

Right to Refuse

The Cemetery shall have the right to refuse to consent to a transfer or to an assignment of any Interment Right until the purchase price of the Interment Right has been paid in full. Cemetery also reserves the right to refuse to transfer or allow the use of an interment right if such transfer or interment would violate the basic rules and regulations of the Cemetery.

Agreements

All agreements for the purchase of Cemetery Interment Rights must be on forms approved and signed by an authorized representative of the Cemetery.

Exchanges of Interment Rights

The Cemetery may, at its option, accept exchanges of Interment Rights when desired by Owners, subject to prior written approval of an authorized representative of the Cemetery. When such an exchange is made, the original Certificate of Interment Rights must be surrendered to the Cemetery and/or the Owner shall provide such other documentation as the Cemetery may require. The Cemetery reserves the right to charge a fee for any such exchange.

Removal

Removal of interred, entombed or inurned remains by anyone, including heirs, owners or any other person having an interest in any Interment Rights, for the sole purpose of reselling the Interment Rights, is prohibited.

Purchase And Security Agreement

Interment Rights shall be purchased solely for the purpose of personal or family interment or the interment of the person designated in the Purchase Agreement or Certificate of Interment Rights, **and not for purpose of speculation**. The demand for, or receipt of, any compensation by an Owner for allowing interment in an interment space with respect to which the Owner owns Interment Rights is prohibited.

- i. The Cemetery shall not be obligated to honor or abide by any agreement or provision contained in any Purchase Agreement, Certificate of Interment Rights or other document which limits or restricts the sale, use or ownership of Interment Rights in the Cemetery, or a particular section there, to persons of a particular race, religion or national origin, if the Cemetery's management, in its sole discretion, believes in good faith upon advise of legal counsel that such restriction is contrary to applicable law. Memorial requirements must still be met.

Arbitration

Any and all disputes between Purchaser and Cemetery arising out of or related to the Purchase and Security Agreement or Memorial Contract shall be submitted to and resolved by mandatory and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. As used herein, "dispute" shall mean all claims, demands, disputes, controversies, and differences, whether in contract or in tort, that may arise between the parties to the Agreement including, but not limited to, the interpretation of this Arbitration Agreement and any disagreement arising out of or related to the interpretation, enforcement or breach of the Agreement. An arbitration proceeding initiated under this provision shall be conducted by a panel of three (3) arbitrators. The first arbitrator shall be selected by the Purchaser; the second shall be selected by the Cemetery; and the third by the two party-appointed arbitrators. The arbitration shall be held in such a place that is agreed upon by both Cemetery and Purchaser. Each party to the arbitration shall bear the costs and expenses of the arbitration equally and will be responsible for their own attorney's fees unless the arbitrator makes a finding otherwise. The decision of the arbitrator shall be final, binding and non-appealable, except that such decision and the satisfaction thereof may be enforced by the prevailing party in any court of proper jurisdiction.

Reclamation

The Cemetery reserves the right, under certain conditions, notifications and procedures, to reclaim unused and inactive burial rights, subject to any State Law. Reclamation will occur if any interment space remains unused and unclaimed for **99** years.

Infants

Every infant interment shall be made in a pre-approved outer burial container. The Cemetery reserves the right to permit exceptions to this policy where the burial is to take place in specially designated sections for infant burials.

ARTICLE III INTERMENT REGULATIONS

Embalming

Human Remains Entombed in an above-ground Crypt must be embalmed or cremated, provided, however, that the Cemetery may, in its discretion, decide to allow Entombments of unembalmed Human Remains if a casket is used and the casket is placed in an outside container acceptable to the Cemetery that is designed and constructed to resist the leakage of body fluids and that addresses other similar concerns. The cost of these containers is the responsibility of the person arranging for the Entombment. In regards to accepting an un-embalmed body for ground burial; prior written approval must be granted by a cemetery representative before such burial take place.

Funeral

All funerals, on reaching the cemetery, shall be under the supervision of the Cemetery Management and it's employees. All burials shall be made only by the Cemetery personnel. Equipment owned by, or under the control of the Management shall be used exclusively in making all burials.

Casket Not To Be Disturbed

Once a casket containing a body is within the confines of the Cemetery, only a licensed Funeral Director shall be permitted to open the casket with the consent of the legal representative of the deceased, or with a Court Order.

Charges and Fees

All Cemetery charges and fees for interment services, Interment Rights and care and maintenance must be paid in full before an interment is made in a particular interment space within the Cemetery. All disinterment fees due must also be paid in advance.

Committal Services

Funeral visitations will not be permitted at committal services conducted either at the Cemetery chapel or graveside unless specific permission for same has been granted by the Cemetery.

Advanced Notice

The Cemetery must be provided with such advance notice, at least 24 hours, excluding weekends, or as is posted or otherwise available in the office of the Cemetery, before an interment can be performed. Exceptions will be made only in cases of death from contagious disease or when so ordered by the authorized representatives of the Cemetery.

Postponing/Rescheduling Services

The Cemetery may postpone or reschedule a graveside or other interment service if, in the opinion of the Cemetery's management, too many services are concurrently scheduled or because of inclement weather conditions, or because of other conditions beyond the control of the Cemetery (including, but not limited to, work stoppage, work slowdown or strike by labor union).

Interment Authorization

Prior to permitting any interment within the Cemetery, the Cemetery may require the written, or at times, verbal, authorization duly executed by the Owner of the Interment Rights (subject to the provisions where co-ownership is involved) or the next-of-kin of the deceased or their respective authorized representative(s). Such authorization shall be on forms provided by the Cemetery. The written authorization may be forwarded to the Cemetery by facsimile transmission, or email, if it has been signed before a notary public or, the authorization may be accepted if accompanied by some form of positive identification (for example, a driver's license).

Permit Required

Permits issued by the proper legal authority authorizing interment, entombment or inurnment must be delivered to the cemetery prior to final disposition of remains and will remain as permanent record within the Cemetery.

Disinterment

As a condition for performing any disinterment, the Cemetery requires written authorization signed by the Owner and/or the deceased's next-of-kin or their respective authorized representative on a form approved by the Cemetery. Cemetery may also require additional documentation including a court order. All dis-interments must be conducted in accordance with state and local law.

- i. The Cemetery shall exercise due care in making dis-interments, but shall assume no liability for damage to the body, casket, outer burial container, or urn in making a disinterment in accordance with written instructions of the Owner or his duly authorized representative(s). When a disinterment is to be made from one grave to another grave and an outer burial container was not used for the original interment, an outer burial container meeting the Cemetery's specifications must be furnished by the Owner or next-of-kin for the new interment.
- ii. All removals shall be subject to charges set forth by Management and must be paid in advance
- iii. Removals shall be performed within a reasonable time frame, or within a number of days ordered by a Court and/or within the time frame established by the Ohio Revised Code.
- iv. Removals shall be made at the Cemetery's convenience, and the authorized representative will be provided 24 hour notice prior to performing removal.
- v. No disinterment shall be made if the deceased died of a contagious or infectious disease, until a permit, has been issued by the Board of Health.

Interment and Disinterment

All interments and disinterments within the Cemetery shall be performed only by authorized Cemetery personnel or authorized agents of the Cemetery.

- i. The Cemetery may require that all persons attending an interment or dis-interment remain at a safe distance (as determined by the Cemetery) from the interment space during the interment or dis-interment process until the entire process is completed.

Multiple Interments

No more than one human remains shall be interred in one interment space, unless specifically authorized in writing by the Owner and/or next-of-kin or their respective authorized representative(s) and the Cemetery. In the event the Cemetery elects to allow the interment of more than one human remains in a particular interment space, the Cemetery shall charge a separate fee for each right of interment in a particular interment space as well as a separate fee for each interment service provided.

Temporary Interment

If no provision has been made for an interment space for a particular cremated deceased received by the Cemetery, it may temporarily place the remains received by it in a holding facility, crypt, niche or other suitable place, subject to any state or local sanitary code requirements. The length of time such remains will be retained by the Cemetery will be the sole judgment of the Cemetery management. The Cemetery reserves the right to charge a fee for such temporary interment. Failure to select a location in the allotted time, will result in the return of the cremated remains to the responsible party.

Scattering Remains

The scattering or placement of cremated remains shall NOT be permitted in any section of the Cemetery. Any unauthorized discovered remains found on property will be collected and disposed of in accordance with the Catholic Congregation for the Doctrine of the Faith. The responsible party will be charged with the fees associated with the collection and disposition.

Delay In Internment

The Cemetery shall not be liable for any delay in interment (i) where a protest to the interment has been made, or (ii) which results from noncompliance with the Rules and Regulations of the Cemetery. The Cemetery reserves the right to temporarily place the remains in a holding facility, crypt or other suitable place, subject to any state or local sanitary code requirements, until the protest or noncompliance has been resolved and further reserves the right to impose reasonable fees for such temporary holding. All protest must be in writing and filed in the Cemetery office.

Interments Prohibited on Sundays and Holidays

Interments shall not be conducted at the Cemetery on Sundays and on the following holidays: New Year's Day, Dr. Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. Other days may see reduced hours of operation, such as Christmas Eve and New Year's Eve among others.

Suitable Container for Cremated Remains

When a family selects a niche or columbarium space for the final resting place of a loved one's cremated remains, the cemetery requires that they be placed in a suitable container before interment, i.e. PVC container from crematory, or any other bronze, brass, marble, granite or other metal material. A plastic bag is NOT considered a suitable container by itself.

ARTICLE IV SUPERVISION OF CEMETERY

Use

The Cemetery reserves the right to compel all persons coming into the Cemetery to obey all Rules and Regulations adopted by the Cemetery.

Loss or Damage

The Cemetery shall take reasonable precautions to protect against loss or damage to property, including monuments, markers, and personal property left with the Cemetery, or rights within the Cemetery; but it expressly disclaims all responsibility for loss or damage from causes beyond its reasonable control, and specifically, but not by way of limitations, from loss or damage caused by the elements, an act of God, common enemy, thieves, assailants, vandals, strikers, lockout or labor trouble, malicious mischief, explosion, unavoidable accident, invasion, insurrection, riot, government act or regulation or order of any military or civil authority, whether the loss or damage be direct or indirect.

Lot holders are advised that Memorials, markers, benches and vases are not Cemetery property but remain the personal property of the lot holder. Therefore, the items should be insured under the lot holder's homeowner insurance policy.

Locating Services and Identification of Human Remains

The person making the funeral arrangements with the Cemetery and the funeral director, if different, shall designate and confirm the applicable Interment Space. This information used by the Cemetery to locate the Interment Space must be available in ample time to allow preparation of the Interment Space. Any change of location made after the Interment Space has been opened for Interment shall be at the expense of the responsible person. The Cemetery shall not be responsible for any acts based upon the representations made by any party designated to provide the location of the interment space.

The Cemetery relies upon the identification of the deceased provided by the funeral director conducting the funeral services, next-of-kin or the authorized representative and shall have no obligation to independently establish or verify the identity of the remains to be interred.

Safety of Attendees

The Cemetery may require that all persons attending an Interment or Disinterment remain at a safe distance, as determined by the Cemetery, from the Interment Space during the Interment or Disinterment process. The Cemetery may, in order to ensure the safety of attendees, set up the graveside service and lower device at a location near to the excavated grave but not directly above it, as weather and ground conditions, or any other unsafe condition may exist at the actual site.

Right to Correct Errors

The Cemetery reserves and shall have the right to correct any errors that may be made by it in making interments, disinterments, or sales, transfers or conveyances of Interment Rights, including the right to substitute and convey in lieu thereof other Interment Rights of comparable value and similar location (to the extent possible) as may be selected by the Cemetery. Alternatively, the Cemetery, in its sole discretion, may refund the amount of money paid on account of the purchase of the Interment Rights, merchandise or services to which the error relates. In the event such error shall involve the Interment of the remains of any person in an incorrect location, the Cemetery reserves and shall have the right to remove and transfer such remains so interred to the correct location or to a similar location of comparable value, as may be selected by the Cemetery. The Cemetery shall have no liability as a result of any errors of the type described in this paragraph other than its obligation to take the remedial actions described in this paragraph.

Boundaries

The Cemetery reserves the right to enlarge, reduce, re-plot or change the boundaries or grading of the Cemetery or of a section or sections thereof, from time to time, including the right to modify or change the locations of, or remove or re-grade, features, roads, drives, trees, shrubs, flowers, landscaping and walks. The Cemetery property, not sold to Owners, for cemetery purposes, including the interring and preparing for interment of dead human bodies, or for anything necessary, incidental or convenient thereto.

- i. The Cemetery shall have sole and exclusive authority with respect to the planting, seeding or sodding, surveying and improvements within the Cemetery.

Work Performed within Cemetery

No persons, other than the duly authorized employees of the Cemetery, shall be allowed to perform any work within the Cemetery without written authorization issued by the Cemetery management, and any such work so authorized shall be subject to all provisions contained herein pertaining to such activity. All authorized contracted workers must have proof of insurance filed with the cemetery before work occurs.

Landscaping

Interment owners hold no right to remove trees, shrubs, or other landscape. If any tree, shrub or plant, by means of its roots, branches, or otherwise, becomes detrimental to the interment space upon which it stands or to any adjacent interment spaces or avenues, or if for any other reason its removal is deemed necessary, the Cemetery management shall have the right to remove such tree, shrub or plant, or any part thereof, or otherwise correct the condition existing as in its judgment it deems best. In the event of any such removal, the Cemetery shall have no obligation to replace the removed tree, shrub or plant. The Cemetery also reserves the right to move/adjust any marker or interment based on the interference or growth of shrub, plant, tree, or roots.

ARTICLE V GENERAL REGULATIONS

Pets

Pets must be on a leash, under control of the owner, to be on Cemetery grounds; Owner of the pet is responsible for any damage and must clean up after their pets.

Drugs, Alcohol, and Weapons

The possession or consumption of illegal drugs, alcoholic beverages within the Cemetery is strictly forbidden. No person or persons, other than law enforcement authorities, Cemetery security personnel, or any Cemetery personnel granted permission by the Cemetery Board, shall be permitted to bring or carry firearms within the Cemetery, except a military guard of honor and then only when in the charge of a military officer and during a military service, and upon prior approval of the Cemetery.

Photography/Video

Photography for private (not commercial) use is permitted so long as it does not interfere with the quiet enjoyment of the cemetery by other visitors. Photography in available light is preferred, although flash cameras may be used. External light sources not integral to the camera may not be used. Photography of burials is permitted only with the express permission of the person authorizing the burial, and such permission should be made known to the Cemetery office in advance of the burial. Photography for commercial use is prohibited, except with the written permission of the Executive Director. Requests should be submitted to the Cemetery office.

Ornamentation/Decorations

No hedges, fences, edging or enclosures of any kind will be permitted on Interment Spaces. Mulching with wood chips, rock, landscape fabric or similar items is strictly prohibited. Mulching will only be performed by Cemetery personnel. Wooden boxes, lawn ornaments, signs, sculptures, glass or ceramic containers, cans, toys, or any other unsightly objects or objects that can break causing safety concerns or that could impede the Cemetery's ability to mow or trim grass will not be permitted and these items may be removed by Cemetery personnel without notice. Except as otherwise specifically approved by the Cemetery, benches are not allowed unless they are used in lieu of a Monument.

The indiscriminate use of these types of objects detracts from the general appearance of the Cemetery and makes care of the grounds very difficult. Certain areas of the Cemetery may have plans and formats which come first in making decisions regarding decorations.

Landscaping

No trees, shrubs or other plants may be planted by anyone other than the Cemetery, except with express written permission of the Cemetery. In the event any such planting is allowed, the Cemetery reserves the right to perform whatever maintenance it deems necessary to preserve the appearance of such landscaping, including complete removal of that landscaping if, in the opinion of the Cemetery, it should become unsightly.

- i. No person shall remove any plant or flower, either wild or cultivated, from any part of the Cemetery.
- ii. Visitors and owners may not hire Cemetery employees nor pay them any monies to perform any services.

Decorations

No boxes, shells, toys, glassware, sprinkling cans, receptacles, or similar decorative items (other than items such as vases, candles, meeting the Cemetery's specifications which have been placed with the Cemetery's permission) will be permitted to be placed on any interment space or elsewhere within the Cemetery, and if placed, the Cemetery may remove any such items without any notice either on a scheduled Clean-Up date or any other time.

- i. The Cemetery is not responsible for theft or damage to any personal property, including artifacts, personal effects, etc., placed on or near interment spaces or elsewhere in the Cemetery.
- ii. No memorial benches, chairs or like items shall be permitted to be brought upon the Cemetery grounds, unless authorized in writing by the Cemetery.
- iii. Cemetery is not responsible for any items left behind at Cemetery.

Floral Decorations and Clean-up

With the advent of beautiful, lasting artificial flowers it has become a serious problem for every cemetery, including ours. The Cemetery assumes no responsibility for floral arrangements. Baskets of flowers and other floral arrangements are permitted to be brought to the graveside or chapel for a final committal service, but upon completion of the service only the "casket spray" or similar arrangement/basket will remain on the grave after the interment is completed.

It is suggested that fresh flowers only be used from March 1 to November 15. During this time, **Wednesday Is Clean-up Day**. All floral decorations, whether natural or artificial can be removed on those days, and shall be subject to the Cemetery's written policies as are posted or on file and available for inspection in the Cemetery's office.

Artificial flowers and wreaths in good condition will be permitted to remain from November 15 to February 28.

The Cemetery may also remove all floral designs (artificial or natural), flowers, weeds, trees, shrubs, or plants of any kind from the Cemetery as soon as, in the judgment of the Cemetery management, they become unsightly or diseased, or if they do not conform to the Cemetery's policies. It is the Cemetery's policy to publish a public notice, as a reminder, before the Cemetery conducts seasonal clean up and removal of flowers and decorations. However, the notice is a courtesy and not required, and these provisions shall govern.

Additional Decorations for Holidays

Additional decorations will be allowed immediately prior to certain holidays (Mother's Day, Father's Day, Easter, and including Memorial Day and Veteran's Day, where United States' flags may be placed on veteran's Interment Spaces to observe those days).

The Cemetery will allow extra time for decorations to remain and will skip the Wednesday clean-up immediately following those holidays, and will perform the clean-up the next Wednesday.

The Cemetery will post dates when additional decorations may be placed, and time frame for removal.

Entrances

No person shall be permitted to enter or leave the Cemetery except by the public entrance(s), which will be open during such hours as are specified and posted in the Cemetery office.

Hours of Operation

Any person entering the Cemetery other than during posted visiting hours, without prior authorization from the Cemetery management will be considered a trespasser.

- i. Any person entering the Cemetery grounds, all funeral activities, including funeral processions, shall be subject to the direction of a duly representative of the Cemetery.

Notice and Copies

A copy of these Rules and Regulations shall be made available for inspection at the Cemetery's office. Owners are entitled to one set, and any amendments, without charge. Copies will be made available to interested persons, and Cemetery reserves right to charge for copies at a reasonable cost.

Speed/Traffic Rules

Automobiles shall not be driven through the grounds in excess of a safe speed, not in excess of 20 mph, and shall always be driven on the right side of the Cemetery roadways. No vehicle may pass a funeral procession. Parking on cemetery turf is prohibited with the exception of employees in the normal course of work.

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 in connection with a graveside service.

Language

No person shall be permitted to use profane or boisterous language or in any way disturb the quiet and good order of the Cemetery.

Outdoor Activities

Except where otherwise expressly permitted by the Cemetery management, all persons are strictly forbidden to, hunt, or to feed or disturb the fowl, or other animals within the Cemetery.

Ingress/Egress

The Cemetery reserves to itself and to those lawfully entitled thereto, a perpetual right of ingress and egress over interment spaces for the purpose of passage to and from other interment spaces. Except as may be necessary to gain access to other interment spaces within the Cemetery, persons within the Cemetery grounds shall use only the avenues, walkways and roads. All persons are strictly forbidden to break or injure any tree or shrub, or mar any landmark, marker or memorial in any way deface the grounds of the Cemetery.

Cemetery Designations

The Cemetery may, in its sole discretion, designate certain portions and sections of the Cemetery to be used for the placement of private mausoleums, family mausoleums, Exclusive Estates mausoleums, estate benches, cremations benches or memorial benches. In the event of such designation, no other area of the Cemetery may be used for placement of these mausoleums or benches without the express written permission of the General Manager of the Cemetery. All mausoleums or benches shall be placed as prescribed by the Cemetery to conform to the general plan of the Cemetery and in accordance with specifications on file in the office of the Cemetery.

Cemetery Employees

Visitors and Owners may not hire Cemetery employees nor pay them any monies to perform any services during work hours.

Cemetery Grounds

The Cemetery grounds are sacredly devoted to the burial of the human dead and 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 these Rules and Regulations.

ARTICLE VI OUTER BURIAL CONTAINERS, MEMORIALS, BENCHES, FOUNDATIONS & INSTALLATION

Use

In order that the improvements and appearance of the Cemetery be kept uniform, the Cemetery reserves and shall have the right to regulate the kind, size, design, quality and material of all outer burial containers, memorials and foundations which are placed in the Cemetery. Outer Burial Containers are required by the cemetery for all ground interments and inurnments.

Burial Containers

The Specifications for outer burial containers, memorials and foundations prescribed by the Cemetery are files in the office of the Cemetery and will be furnished upon request. All outer burial containers, memorials and foundations placed in the Cemetery must be in accordance with the specifications of the Cemetery then in effect. Written approval by an authorized representative of the Cemetery must be secured before any outer burial container; memorial or foundation may be placed or constructed in the Cemetery. The Cemetery reserves the right to reject and prevent the placement or construction of any outer burial container, memorial, foundation, embellishment or other item or structure which does not conform with these Rules and Regulations and the specifications of the Cemetery then in effect. The Cemetery also reserves the right to specify the date and time for any installation by a contractor.

Removal Without Consent

No outer burial container, memorial or foundation shall be placed on or removed from the Cemetery without prior written authorization of both the Owner of the particular interment space and the deceased's next-of-kin, or the respective authorized representative(s), except if and to the extent necessary for purposes of routine maintenance and landscaping.

Charges and Fees

All Cemetery charges and fee for Interment Rights, memorials, endowment or perpetual care, memorial installation inspection fee and other applicable charges and fees must be paid in full before memorial or foundation may be placed on any interment space within the Cemetery. Any such fees are current and available at the Cemetery Office. All fees for the installation of memorials/monuments will be the same regardless where the memorial/monument was purchased.

Removal of Unauthorized Outer Burial Container, Memorial

In the event an outer burial container, memorial, foundation or other object is placed or constructed in the Cemetery without the authorization of the Cemetery and other appropriate persons as provided herein, the Cemetery reserves and shall have the right, at the Owner's expense, to remove any unauthorized outer burial container, memorial or other object.

Right to Correct Errors

The Cemetery reserves and shall have the right to correct any error that may be made in the location of an interment space or placing of an outer burial container, memorial, foundation, conveyance of Interment Right or other embellishment within the Cemetery. The Cemetery shall also have the right to correct any inscription errors, including any incorrect name or date either on the memorial, nameplate, urn, or other item. The Cemetery shall have no liability as a result of any error of the type described in this section, other than obligation to correct it. Errors made by the family in providing information to be inscribed, may be corrected or replaced at the family's expense.

Defective Workmanship

The Cemetery's obligation in the event of defective workmanship or defective materials, furnished or performed by the Cemetery, in the connection with outer burial containers, memorials or foundations, or the installation thereof, shall be limited to replacement, repair or correction of such materials or installation. The Cemetery shall not be responsible for any defects in material or defect in workmanship, errors or omissions, relating to outer burial containers, memorials or foundations purchased from and/or installed by persons or entities other than the Cemetery.

Designation of Cemetery

Certain portions of the Cemetery have been restricted as to the type, size and designated types of memorials. Information concerning memorials, memorial structures, memorial specifications and other embellishments is available in the office of the Cemetery.

Memorial Benches

The Cemetery reserves the right to prohibit the placement of memorial benches or to restrict such benches to certain areas of the Cemetery. No bench may be placed which, in the opinion of the Cemetery's management, is unsightly or injurious to the appearance of the surrounding area. Every bench shall have a suitable foundation and meet the specifications on file in the Cemetery's office. The Cemetery reserves the right to remove, and/or relocate any bench, and/or return to family when possible, which does not comply with this section or which has become a hazard, which can no longer remain at its location due to tree growth or burial. Any bench installed as a memorial bench shall be made available for use by any visitor of the Cemetery.

Memorials

Only one memorial may be placed on any one interment space, even if there are 2 remains in that interment space. A single 24" x 12" memorial may be installed on the grave with 2 names on it with the permission of an authorized representative of the Cemetery, as well as the Interment Right Owner and/or next of kin.

Offensive or Improper Memorial or Structures

If any memorial, structure, or any inscription to be placed on same, or any embellishment whatsoever, shall be determined by the Cemetery to be offensive or improper, the Cemetery reserves and shall have the right to (a) refuse to authorize the placement of such memorial or object; or (b) if already in place, the Cemetery shall have the right to remove, change or correct, at the Owner's expense, any such offensive or improper memorial, object or inscription.

Repair or Removal

Should any memorial, monument, mausoleum become unsightly, dilapidated, a nuisance, or present a safety concern, the Cemetery shall have the right to repair it or, at its option, to remove and/or replace same. The cost of any repair, removal or replacement shall be paid by the Owner of the Interment Right. The opening of a niche, crypt, mausoleum, columbarium, in order to do repair or maintenance work does not constitute disinterment, and as such the Cemetery does not need permission to proceed with any such repair or maintenance.

Outer Burial Container

All ground interments and inurnments made within the Cemetery shall require an outer burial container meeting the Cemetery's specifications, which are on file in the Cemetery office.

Fees

All applicable Cemetery fees relating to outer burial containers, memorials, foundations, other embellishments within the Cemetery, and installation must be paid prior to installation in the Cemetery unless the Cemetery has specifically agreed otherwise in writing. A schedule of the current Cemetery fees is available in the office of the Cemetery.

Installation Requirements

The Cemetery has established installation requirements for the installation of outer burial containers, memorials and foundations and all installations performed within the Cemetery must fully comply with these requirements. The Cemetery's specifications and installation requirements are on file and available in the office of the Cemetery.

Description

There shall be submitted to the Cemetery for approval a blueprint, sketch or other adequate description of each memorial or foundation specifying material, size inscription, name of manufacturer and style/design number prior to receiving authorization to place any outer burial container, memorial or foundation within the Cemetery. If an outer burial container, memorial or foundation is a standardized production item of the same type, style and material it shall only be necessary to submit the required information to the Cemetery once for approval.

Right to Stop Work

The Cemetery reserves the right to stop all work of any nature, whenever in its opinion, proper preparations therefore have not been made, or when tools and machinery are insufficient or defective, or when work is being executed in such a manner as to threaten life or property, or when any reasonable request on the part of the Cemetery has been disregarded, or when work is not being executed to the Cemetery's specifications and installation requirements.

Inspection by Cemetery

The Cemetery reserves and shall have the right to inspect the completed installation of any memorial, memorial foundation or outer burial container performed by contractor(s) and determine that the installation was performed completely and in accordance with the Cemetery's specifications and installation requirements. If the Cemetery determines that the installation was not completed or properly performed, it shall notify the contractor and require that any deviations from the specifications and installation requirements of the Cemetery be expeditiously corrected. If any deviation is not immediately corrected, the Cemetery may make such corrections and charge the Owner for such remedial work. If it is not possible or practical to correct the deviation, the Cemetery may, in its discretion, remove the installation. Any contractor who willfully violates the Rules and Regulations, specifications or installation requirements of the Cemetery shall be prohibited from performing any further work in the Cemetery.

Damage/Theft

The Cemetery shall not be responsible for any damage to outer burial containers, memorials or foundations which also includes vandalism or loss from theft.

Contractors

Prior to performing any work within the Cemetery, contractor(s) must execute and deliver to the Cemetery an indemnification agreement in the form prepared by the Cemetery which is available in the office of the Cemetery. Contractor(s) shall also obtain and furnish to the Cemetery, prior to making any installations, satisfactory evidence of the following:

- a) WORKERS COMPENSATION INSURANCE;
- b) AUTOMOBILE LIABILITY INSURANCE covering owned, non-owned, borrowed and hired vehicles, in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage;
- c) COMPREHENSIVE GENERAL LIABILITY INSURANCE covering premises operation, contractual liability, products, and completed operations in the amount of at least \$1,000,000 for each occurrence of bodily injury or property damage.
- d) EMPLOYERS LIABILITY - \$500,000
- e) CEMETERY COMPLIANCE BOND in the amount of \$1,000 guaranteeing that work performed by the contractor is in accordance with the Cemetery's Rules and Regulations.

Such Insurance policies shall name the Cemetery as an additional insured and provide that the Cemetery shall be notified thirty (30) days in advance for any cancellations or material changes of said Insurance coverage or Bond.

The cemetery may waive any or all of the foregoing Insurance and bonding requirements upon satisfactory proof, to the satisfaction of the Cemetery, of the contractor's financial responsibility.

The Cemetery expressly reserves and shall have the right to inspect the completed installation of outer burial containers, memorials and foundations installed by contractor(s). An inspection fee shall be paid to the Cemetery, in advance, for these services in accordance with the fee schedule on file in the office of the Cemetery.

ARTICLE VII CARE AND MAINTENANCE

Use

Care and maintenance means that, within the limits permitted by the income derived from the Care Fund, the Cemetery grounds will be maintained and preserved including cutting grass and trimming of shrubs and trees at reasonable intervals; the procuring of, maintaining and keeping in reasonable condition the machinery, tools and equipment needed for that purpose and replacing same when necessary; keeping in good repair the drains, water lines, roads, building, fences and other structures, including features and embellishments of a general character applicable to the Cemetery as a whole or as to a particular area; painting, cleaning or otherwise preserving same at reasonable intervals; maintaining the necessary records of interment space ownership and burials; and maintaining other necessary information, and having same available to the public authorities and other interest persons.

Improvements

The care and maintenance of the Cemetery grounds and improvements thereon is the responsibility of the Cemetery under the provisions of a Care Fund Agreement. This Fund, however, does not provide for any special care. The Cemetery may, at its sole option, provide special care at an Owner's expense. Estimates for any special care will be made by the Cemetery upon application, and charges for the work must be paid in advance.

Outside Landscaping Contractor

All care and maintenance performed within the Cemetery (including, but not limited do, all landscaping, grading or improvement of any kind) shall be performed by the employee of the Cemetery under the direction of the Cemetery, or someone contracted directly by the Cemetery.

Memorial Care & Maintenance Care

Maintenance provided under the Care Fund does not include maintenance, repair or replacement of any memorial under any circumstances; nor, unless the Cemetery otherwise elects to effect same, the repair or replacement of buildings, structures or other property when the damage is cause 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.

Expenditures

Expenditures for care and maintenance shall be limited to the income received from the investment of the Care fund, anything herein stated to the contrary notwithstanding. The Cemetery may, but is not required to, expend such amounts of its general funds as it sees fit to ensure that the proper care and maintenance of the Cemetery is maintained.

Income

The income from the Care Fund shall be expended by the Cemetery in such a manner as will, in its judgment, be most advantageous to the Owners as a whole and in accordance with the purpose and provisions of the state laws governing the expenditure of such funds. The Cemetery has full power and authority to appoint an advisory or investment committee or an investment or an investment counsel to determine upon what property, for what purpose an in what manner, the income from said fund shall be expended, and it shall expend said income in such manner as, in its sole judgment, it may deem advisable for the care, construction, reconstruction, repair and maintenance of all or any portion of the Cemetery grounds, and buildings thereon, and it may also expend, if necessary, any permitted by law, a portion of the income for attorney's fees and other costs necessary to preservation of the legal right of the Cemetery.

ARTICLE VIII MAUSOLEUM RIGHTS

Mausoleum Rights

No entombments shall be made in any above ground crypt unless the remains of the deceased to be entombed therein have been embalmed; provided however, that the Cemetery may, in its discretion, decide to allow entombments of un-embalmed human remains if the casket containing such remains is placed in an outside container acceptable to the Cemetery, which container is constructed and designed to resist the leakage of body odors and fluids. The cost of said container will be the responsibility of the person arranging for the entombment.

Decorations

Mausoleum crypt decorations shall be limited to such decorations as may be placed in permanent vases. The use of decorations which are either attached directly by wire, tape, glue or such similar method, is strictly prohibited. Contact the cemetery for additional floral placement policies.

Ordering Memorials

Always consult the Cemetery office before ordering memorials/monuments or benches to ensure that any ordered will meet the Cemetery's requirements

- i. Only one Memorial may be placed on any one interment space, even if a second burial right was permitted.

ARTICLE IX MISCELLANEOUS PROVISIONS

Pictures

Always contact the cemetery in advance prior to ordering any type of photographic image on a memorial/monument. If allowed, the cemetery will require a release from all future liability on same.

Temporary Marker

Always contact the cemetery prior to ordering any form of temporary Memorialization.

Companion Memorial

Companion Memorial/monuments will not be allowed to cover the width of more than two side by side interment rights, unless permission is granted by the cemetery. No Memorial will be set during a graveside service in progress.

Weather

The cemetery reserves the right to hold the committal service on a secure site close to the actual interment right, if possible, when weather or soil conditions do not permit safety at the interment site. The Cemetery also reserves the right, at its sole discretion, to cancel "Graveside" services and hold the final committal in one of the cemetery "chapels" when weather conditions require it.

Memorials

The Cemetery will not be responsible for Memorials or Benches that are rejected for installation because they do not meet the required specifications.

All Memorials set will be level and in a straight line in accordance with the development of each garden.

Memorial Benches or other Monument type structures are only permitted in specifically designated areas of the Cemetery and must be authorized prior to installation. A Bench Rite must have been purchased from the cemetery and paid in full prior to installation. Benches are required to be made of granite. Park style benches ("Garden Benches"), and wire, or wood benches are no longer permitted. Permanent benches must be of similar type and style to those that are currently installed in the Cemetery. The Cemetery Management reserves the right to approve the style and type of bench to be installed in the Cemetery.

Tents

The cemetery reserves the right to restrict tents being set or installed at the interment site for committal services when the weather will not permit safe use of a tent for this purpose.

Indigents

From time to time the cemetery has been requested to perform a burial for an indigent individual and to waive the charges for the gravesite and opening and closing (interment fee) due. The Cemetery will allow for the burial of any indigent person, upon receiving a written request from a priest of the Archdiocese of Cincinnati, or any other Catholic Diocese. The Cemetery reserves the right to select a location, solely at Management's discretion, anywhere in the cemetery, if the indigent had no previous cemetery plot.

However, as a condition of waiving fees, NO memorial shall be placed on the indigent burial spot unless the gravesite and the opening and closing fees have been reimbursed to the Cemetery Association prior to the installation thereof.

These revised Rules and Regulations were approved and adopted by the Board of Trustees of St. Joseph Cemetery Association at the meeting held at the Cemetery offices, On JUNE 21, 2022.

NOTE: Section 1721.19 of the State of Ohio Revised Code regarding violations of rules of a cemetery association are as follows:

(A) No person shall violate a bylaw, rule, or regulation adopted by the trustees, directors, or other officers of a cemetery company or association, or by a board of township trustees having charge of township cemeteries, with reference to the protection, good order, and preservation of cemeteries, and the trees, shrubbery, structures, and adornments therein.

(B)(1) A watchperson, superintendent, gardener, or agent of a cemetery company or association who has probable cause to believe that a person has violated division (A) of this section may detain the person in a reasonable manner and for a reasonable length of time within the property of the cemetery company or association for the purpose of recovering any property involved in the violation, causing an arrest to be made by a peace officer, or obtaining a warrant of arrest.

(2) A watchperson, superintendent, gardener, or agent acting under division (B)(1) of this section shall not search the person detained, search or seize any property belonging to the person detained without the person's consent, or use undue restraint upon the person detained.

(3) Any peace officer, as defined in section 2935.01 of the Revised Code, may arrest without a warrant any person who the officer has probable cause to believe has committed any act in violation of division (A) of this section that also is a violation of law and shall make the arrest within a reasonable time after the commission of the act in violation of division (A) of this section.